CITY OF WESTON

Sewer Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund); and
Sewer Revenue Bonds, Series 2011 B
(West Virginia SRF Program)

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CITY OF WESTON
SEWER REVENUE BONDS, SERIES 2011 A
(WEST VIRGINIA INFRASTRUCTURE FUND); AND
SEWER REVENUE BONDS, SERIES 2011 B
(WEST VIRGINIA SRF PROGRAM)

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CITY OF WESTON

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC SEWERAGE SYSTEM OF THE CITY OF WESTON AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE CITY OF WESTON OF NOT MORE THAN $1,500,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2011 A (WEST VIRGINIA INFRASTRUCTURE FUND), AND NOT MORE THAN $1,500,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2011 B (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 AND BOND PURCHASE 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 WESTON:

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, Chapter 22C, Article 2 and Chapter 31, Article 15A 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 Weston (the "Issuer") is a municipal corporation and political subdivision of the State of West Virginia in Lewis 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 for the existing

public sewerage system of the Issuer, consisting of replacement of 3,500 feet of 8 inch gravity sanitary sewer line in the North Kittonsville area; replacement of 4,300 feet of 16 inch sewer line interceptor along the West Fork River and construction of 500 feet of storm sewer to separate stormwater from the new West Fork interceptor, in accordance with the plans and specifications prepared by the Consulting Engineers, which plans and specifications have heretofore been filed with the Issuer, which constitute properties for the collection, treatment, purification and disposal of liquid or solid wastes, sewage or industrial wastes (collectively, the "Project") (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 intends to permanently finance a portion of the costs of acquisition and construction of the Project through the issuance of its revenue bonds to the West Virginia Water Development Authority (the "Authority"), which administers the West Virginia Infrastructure Fund (the "Infrastructure Fund") for the West Virginia Infrastructure and Jobs Development Council (the "Council") and the West Virginia Water Pollution Control Revolving Fund Program (the "SRF Program"), on behalf of the West Virginia Department of Environmental Protection (the "DEP") all pursuant to the Act.

D. It is deemed necessary for the Issuer to issue its Sewer Revenue Bonds, in the total aggregate principal amount of not more than $3,000,000 in two or more series (collectively, the "Series 2011 Bonds"), initially planned to be (i) the Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), in the aggregate principal amount of not more than $1,500,000 (the "Series 2011 A Bonds"); and (ii) the Sewer Revenue Bonds, Series 2011 B (West Virginia SRF Program), in the aggregate principal amount of not more than $1,500,000 (the "Series 2011 B Bonds") (collectively, the "Series 2011 Bonds"), to permanently finance a portion of 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 2011 Bonds prior to and during acquisition or construction and for a period not exceeding 6 months after completion of acquisition and construction of the Project; amounts which may be deposited in the Reserve Accounts (as hereinafter defined) for the Series 2011 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; discount; initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2011 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 2011 Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

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

F. It is in the best interests of the Issuer that its Series 2011 A Bonds be sold to the Authority pursuant to the terms and provisions of a loan agreement by and between the Issuer and the Authority, on behalf of the Council, and its Series 2011 B Bonds be sold to the Authority pursuant to the terms and provisions of a bond purchase agreement by and among the Issuer, the Authority and the DEP, all in form satisfactory to the respective parties, to be approved hereby if not previously approved by resolution of the Issuer.

G. There are outstanding obligations of the Issuer which will rank on a parity with the Series 2011 Bonds as to liens, pledge, source of and security for payment, being the Issuer's: (i) Sewer Revenue Bonds, Series 1996 (West Virginia SRF Program), dated December 10, 1996, issued in the original aggregate principal amount of $1,274,287 (the "Series 1996 Bonds"); (ii) Sewer Revenue Bonds, Series 2000 A (West Virginia SRF Program), dated December 20, 2000, issued in the original aggregate principal amount of $3,192,097 (the "Series 2000 A Bonds"); (iii) Sewer Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund), dated December 20, 2000, issued in the original aggregate principal amount of $6,250,000 (the "Series 2000 B Bonds"); (iv) Sewer Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund), dated June 24, 2005, issued in the original aggregate principal amount of $597,037 (the "Series 2005 A Bonds"); and (v) Sewer Revenue Bonds, Series 2007 A (West Virginia Infrastructure Fund), dated September 18, 2007, issued in the original aggregate principal amount of $3,047,000 (the "Series 2007 A Bonds") (collectively, the "Prior Bonds"). Other than the Prior Bonds, there are no outstanding bonds or obligations of the Issuer which will rank on a parity with the Series 2011 Bonds as to liens, pledge, source of and security for payment.

The Series 2011 Bonds shall be issued on a parity with the Prior Bonds with respect to liens, pledge and source of and security for payment and in all other respects. Prior to the issuance of the Series 2011 Bonds, the Issuer will obtain (a) a certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the Prior Bonds are met and (b) the written consent of the registered owners of the Prior Bonds to the issuance of the Series 2011 Bonds on a parity with the Prior Bonds. Except for the Prior Bonds the Issuer has no other bonds, notes, or other obligations secured by or payable from revenues or assets of the System.

H. The estimated revenues to be derived in each year after completion of the Project from the operation of the System will be sufficient to pay all costs of operation and maintenance of the System, the principal of and interest on the Issuer's Prior Bonds, and the Series 2011 Bonds and to make payments into all funds and accounts and other payments provided for herein.

I. The Issuer has complied with all requirements of West Virginia law, the Loan Agreement and Bond Purchase Agreement (hereinafter defined) relating to authorization of the acquisition, construction and operation of the Project and the System and issuance of the Series 2011 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 West Virginia Water Pollution Control Revolving Fund Program and the obtaining of a Certificate of Public Convenience and Necessity from the Public Service Commission of West Virginia.

J. 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 2011 Bonds for the purposes set forth herein.

K. 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 2011 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 2011 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, Chapter 22C, Article 2 and Chapter 31, Article 15A 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 2011 Bonds, or any other agency, board or department of the State that succeeds to the functions of the Authority.

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

"Board" means the 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 Purchase Agreement" means the Bond Purchase 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 2011 B Bonds from the Issuer by the Authority, the forms of which shall be approved and the execution and delivery by the Issuer authorized and directed or ratified by the Supplemental Resolution.

"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 2011 Bonds, the Prior Bonds and, where appropriate, any bonds on a parity therewith subsequently authorized to be issued hereunder or by another ordinance of the Issuer.

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

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

"Closing Date" means the date upon which there is an exchange of the Series 2011 Bonds for all or a portion of the proceeds of the Series 2011 Bonds from the Authority, the Council 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., 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 costs of design, acquisition and construction of the Project as described in Section 1.02B hereof.

"Council" means the West Virginia Infrastructure and Jobs Development Council or any successor thereto.

"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 by resolution of the Board.

"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 Weston, a municipal corporation and political subdivision of the State of West Virginia, in Lewis County, West Virginia, and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

"Loan Agreement" means individually or collectively, the Loan Agreement heretofore entered, or to be entered into, by and between the Issuer and the Authority, on behalf of the Council, providing for the purchase of the Series 2011 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 2011 Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any, deposited in the Series 2011 A Bonds Reserve Account or the Series 2011 B 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 2011 Bonds, without regard to whether or not such investment is made in tax-exempt obligations.

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

"Operating Expenses" means the 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, the Council, and the DEP.

"Prior Bonds" means, collectively, the Series 1996 Bonds, Series 2000 A Bond, Series 2000 B Bonds, Series 2005 A Bonds and Series 2007 A Bonds.

"Prior Bonds Reserve Accounts" means, collectively, the respective reserve accounts established for the Prior Bonds.

"Prior Bonds Sinking Funds" means, collectively, the respective sinking funds established for the Prior Bonds.

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

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

"Qualified Investments" means and includes the following:

(a) Government Obligations;

(b) Government Obligations which have been stripped of their unmatured interest coupons, interest coupons stripped from Government

Obligations, and receipts or certificates evidencing payments from Government Obligations or interest coupons stripped from Government Obligations;

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

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

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

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

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

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

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

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

"Registrar" means the Bond Registrar.

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

"Renewal and Replacement 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 2011 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 1996 Bonds" means the Issuer's Sewer Revenue Bonds, Series 1996 (West Virginia SRF Program), dated December 10, 1996, issued in the original aggregate principal amount of $1,274,287.

"Series 2000 A Bonds" means the Issuer's Sewer Revenue Bonds, Series 2000 A (West Virginia SRF Program), dated December 20, 2000, issued in the original aggregate principal amount of $3,192,097.

"Series 2000 B Bonds" means the Issuer's Sewer Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund), dated December 20, 2000, issued in the original aggregate principal amount of $6,250,000.

"Series 2005 A Bonds" means the Issuer's Sewer Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund), dated June 24, 2005, issued in the original aggregate principal amount of $597,037.

"Series 2007 A Bonds" means the Issuer's Sewer Revenue Bonds, Series 2007 A (West Virginia Infrastructure Fund), dated September 18, 2007, issued in the original aggregate principal amount of $3,047,000.

"Series 2011 Bonds" means, collectively, the Series 2011 A Bonds and the Series 2011 B Bonds.

"Series 2011 Bonds Construction Trust Fund" means the Series 2011 Bonds Construction Trust Fund established by Section 5.01 hereof.

"Series 2011 A Bonds" means the Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), of the Issuer, authorized by this Ordinance.

"Series 2011 A Bonds Reserve Account" means the Series 2011 A Bonds Reserve Account established by Section 5.02 hereof.

"Series 2011 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 2011 A Bonds in the then current or any succeeding year.

"Series 2011 A Bonds Sinking Fund" means the Series 2011 A Bonds Sinking Fund established by Section 5.02 hereof.

"Series 2011 B Bonds" means the Sewer Revenue Bonds, Series 2011 B (West Virginia SRF Program), of the Issuer, authorized by this Ordinance.

"Series 2011 B Bonds Reserve Account" means the Series 2011 B Bonds Reserve Account established by Section 5.02 hereof.

"Series 2011 B Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 2011 B Bonds in the then current or any succeeding year.

"Series 2011 B Bonds Sinking Fund" means the Series 2011 B Bonds Sinking Fund established by Section 5.02 hereof.

"Sinking Funds" means, collectively, the respective sinking funds established for the Prior Bonds and the Series 2011 Bonds.

"SRF Administrative Fee" means any administrative fee required to be paid under the Bond Purchase Agreement for the Series 2011 B 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 2011 Bonds; provided, that any matter intended by this Ordinance to be included in the Supplemental Resolution with respect to the Series 2011 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.

"West Virginia Infrastructure Fund" means the West Virginia Infrastructure Fund established in accordance with Chapter 31, Article 15A, Section 9 of the West Virginia Code of 1931, as amended and in effect on the date of adoption hereof.

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

ARTICLE II

AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT

Section 2.01. Authorization of Acquisition and Construction of the Project. There is hereby authorized and ordered the acquisition and construction of the Project, at an estimated cost not to exceed $3,000,000, in accordance with the plans and specifications which have been prepared by the Consulting Engineers, heretofore filed in the office of the Governing Body. The proceeds of the Series 2011 A Bonds and the Series 2011 B 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 Council, the Authority and the DEP.

The cost of the Project is estimated not to exceed $3,000,000, of which approximately $1,500,000 will be obtained from proceeds of the Series 2011 A Bonds and approximately $1,500,000 will be obtained from proceeds of the Series 2011 B Bonds.

ARTICLE III

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

Section 3.01. Authorization of Bonds. For the purposes of paying a portion of the Costs of the Project not otherwise provided for and paying certain costs of issuance of the Series 2011 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 2011 Bonds of the Issuer. The Series 2011 Bonds shall be issued in two series, each as a single bond, designated respectively as "Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund)", in the principal amount of not more than $1,500,000, and "Sewer Revenue Bonds, Series 2011 B (West Virginia SRF Program)," in the principal amount of not more than $1,500,000, and all shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2011 Bonds remaining after funding of the Reserve Accounts (if funded from Bond proceeds) and capitalization of interest, if any, shall be deposited in or credited to the Series 2011 Bonds Construction Trust Fund established by Section 5.01 hereof.

Section 3.02. Terms of Bonds. The Series 2011 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 and Bond Purchase Agreement. The Series 2011 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 2011 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 2011 Bonds shall initially be issued in the form of a single bond for each series, fully registered to the Authority, with a record of advances and a debt service schedule attached, representing the aggregate principal amount of each series, and shall mature in principal installments, all as provided in the Supplemental Resolution. The Series 2011 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 2011 Bonds shall be executed in the name of the Issuer by the Mayor, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the City Clerk. In case any one or more of the officers who shall have signed or sealed the Series 2011 Bonds shall cease to be such officer of the Issuer before the Series 2011 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 2011 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 2011 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 2011 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 2011 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 2011 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 2011 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 2011 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 2011 Bonds are exercised, all Series 2011 Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Series 2011 Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled by the Bond Registrar. For every such exchange or transfer of Series 2011 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 2011 Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 2011 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 2011 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 2011 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 2011 Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2011 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 2011 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 Prior 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 2011 Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 2011 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 2011 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 2011 Bonds to the original purchasers;

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

D. An executed copy of the Loan Agreement and Bond Purchase Agreement; and

E. The unqualified approving opinions of bond counsel on the Series 2011 Bonds.

Section 3.10. Form of Bonds. The text of the Series 2011 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 2011 A BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF WESTON
SEWER REVENUE BONDS, SERIES 2011 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. AR-1 $_____

KNOW ALL MEN BY THESE PRESENTS: That on the ___ day of _____, 2011, the CITY OF WESTON, a municipal corporation and political subdivision of the State of West Virginia in Lewis 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.

This Bond shall bear no interest. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the Council, dated _____, 2011.

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"); and (ii) to pay certain costs of issuance hereof 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 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Ordinance duly enacted by the Issuer on _____, 2011, and a

Supplemental Resolution duly adopted by the Issuer on _____, 2011 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY, WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, TO THE ISSUER'S: (I) SEWER REVENUE BONDS, SERIES 1996 (WEST VIRGINIA SRF PROGRAM), DATED DECEMBER 10, 1996, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,274,287 (THE "SERIES 1996 BONDS"); (II) SEWER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA SRF PROGRAM), DATED DECEMBER 20, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,192,097 (THE "SERIES 2000 A BONDS"); (III) SEWER REVENUE BONDS, SERIES 2000 B (WEST VIRGINIA INFRASTRUCTURE FUND), DATED DECEMBER 20, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,250,000 (THE "SERIES 2000 B BONDS"); (IV) SEWER REVENUE BONDS, SERIES 2005 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED JUNE 24, 2005, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $597,037 (THE "SERIES 2005 A BONDS"); AND (V) SEWER REVENUE BONDS, SERIES 2007 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED SEPTEMBER 18, 2007, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,047,000 (THE "SERIES 2007 A BONDS") (COLLECTIVELY, THE "PRIOR BONDS") AND (VI) THE SERIES 2011 B BONDS (WEST VIRGINIA SRF PROGRAG) DATED _____, 2011, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $_____ (THE "SERIES 2011 B BONDS"), ISSUED SIMULTANEOUSLY HEREWITH.

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 the Series 2011 B Bonds, and from monies in the Reserve Account created under the Bond Legislation for the Series 2011 A Bonds (the "Series 2011 A Bonds Reserve Account"), and unexpended proceeds of the Series 2011 A Bonds. Such Net Revenues shall be sufficient to pay all operating expenses of the System and the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same, except from said special fund provided from the Net Revenues, the monies in the Series 2011 A Bonds Reserve Account and unexpended proceeds of the Series 2011 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 on the Bonds and all other obligations secured by a lien on or payable from such revenue on a parity with the Series 2011 A Bonds including the Prior Bonds and the Series 2011 B Bonds; provided however, that, so long as there exists in the Series 2011 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest which will become due on the Series 2011 A Bonds in the then current or any succeeding year, and in the

respective reserve accounts established for any other obligations outstanding on a parity with or junior and subordinate to the Series 2011 A Bonds, including the Series 2011 B Bonds and the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the costs of the Project and costs of issuance 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 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 WESTON has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this Bond to be dated the day and year first written above.

[SEAL]

_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2011 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: _____, 2011.

THE HUNTINGTON NATIONAL BANK
as Registrar

_____
Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

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

TOTAL $_____

EXHIBIT B

DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

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

Dated: _____, 20_____.

_____

In the presence of:

_____

(FORM OF SERIES 2011 B BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF WESTON
SEWER REVENUE BONDS, SERIES 2011 B
(WEST VIRGINIA SRF PROGRAM)

No. BR-1 $_____

KNOW ALL MEN BY THESE PRESENTS: That on the ___ day of _____, 2011, the CITY OF WESTON, a municipal corporation and political subdivision of the State of West Virginia in Lewis 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. The SRF Administrative Fee (as defined in the hereinafter described Bond Legislation) shall be payable quarterly on March 1, June 1, September 1, and December 1 of each year, commencing _____ 1, 20___, as set forth on Exhibit B attached hereto.

This Bond shall bear no interest. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Department of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Bond Purchase Agreement by and among the Issuer, the Authority, and the DEP, dated _____, 20__.

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"); and (ii) to pay certain costs of issuance hereof 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 22 C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Ordinance duly enacted by the Issuer on _____, 2011, and a Supplemental Resolution duly adopted by the Issuer on _____, 2011 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY, WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, TO THE ISSUER'S: (I) SEWER REVENUE BONDS, SERIES 1996 (WEST VIRGINIA SRF PROGRAM), DATED DECEMBER 10, 1996, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,274,287 (THE "SERIES 1996 BONDS"); (II) SEWER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA SRF PROGRAM), DATED DECEMBER 20, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,192,097 (THE "SERIES 2000 A BONDS"); (III) SEWER REVENUE BONDS, SERIES 2000 B (WEST VIRGINIA INFRASTRUCTURE FUND), DATED DECEMBER 20, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,250,000 (THE "SERIES 2000 B BONDS"); (IV) SEWER REVENUE BONDS, SERIES 2005 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED JUNE 24, 2005, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $597,037 (THE "SERIES 2005 A BONDS"); AND (V) SEWER REVENUE BONDS, SERIES 2007 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED SEPTEMBER 18, 2007, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,047,000 (THE "SERIES 2007 A BONDS") (COLLECTIVELY, THE "PRIOR BONDS") AND (VI) THE SERIES 2011 A BONDS (WEST VIRGINIA INFRASTRUCTURE FUND) DATED _____, 2011, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $_____, (THE "SERIES 2011 A BONDS"), ISSUED SIMULTANEOUSLY HEREWITH.

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 the Series 2011 A Bonds, and from monies in the Reserve Account created under the Bond Legislation for the Series 2011 B Bonds (the "Series 2011 B Bonds Reserve Account"), and unexpended proceeds of the Series 2011 B Bonds. Such Net Revenues shall be sufficient to pay all operating expenses of the System and the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same, except from said special fund provided from the Net Revenues, the monies in the Series 2011 B Bonds Reserve Account and unexpended proceeds of the Series 2011 B Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest on the Series 2011 B Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2011 B Bonds

including the Series 2011 A Bonds and the Prior Bonds; provided however, that, so long as there exists in the Series 2011 B Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest which will become due on the Series 2011 B 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 Series 2011 A Bonds and the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the costs of the Project and costs of issuance 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 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 WESTON has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its City Clerk, has caused this Bond to be dated the day and year first written above.

[SEAL]

_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2011 B Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: _____, 2011.

THE HUNTINGTON NATIONAL BANK
as Registrar

_____
Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

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

TOTAL $_____

EXHIBIT B

DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

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

Dated: _____, 20____.

_____

In the presence of:

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Section 3.11. Sale of Bonds; Approval and Ratification of Execution of Loan Agreement and Bond Purchase Agreement. The Series 2011 Bonds shall be sold to the Authority, pursuant to the terms and conditions of the respective Loan Agreement and Bond Purchase Agreement. If not so authorized by previous ordinance or resolution, the Mayor is specifically authorized and directed to execute the respective Loan Agreement and Bond Purchase Agreement in the forms attached hereto as "EXHIBIT A" and made a part hereof, and the City Clerk is directed to affix the seal of the Issuer, attest the same and deliver them to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed. The Loan Agreement and Bond Purchase Agreement, including all schedules and exhibits attached thereto, are hereby approved and incorporated in this Bond Legislation.

Section 3.12. Filing of Amended Schedule. Upon completion of the acquisition and construction of the Project, the Issuer will file with the Council and the Authority a schedule for the Series 2011 A Bonds, the form of which will be provided by the Authority and the Council, setting forth the actual costs of the Project and sources of funds therefor. Within 60 days following the Completion Date, the Issuer will file with the Authority and the DEP a schedule for the Series 2011 B Bonds, the form of which will be provided by the DEP, setting forth the actual costs of the Project and sources of funds therefor.

ARTICLE IV

[RESERVED]

ARTICLE V

FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

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

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

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

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

(4) Series 2011 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 1996 Bonds Sinking Fund (established by Prior Ordinance);

(2) Series 1996 Bonds Reserve Account (established by Prior Ordinance);

(3) Series 2000 A Sinking Fund (established by Prior Ordinance);

(4) Series 2000 A Reserve Account (established by Prior Ordinance);

(5) Series 2000 B Sinking Fund (established by Prior Ordinance);

(6) Series 2000 B Reserve Account (established by Prior Ordinance);

(7) Series 2005 A Sinking Fund (established by Prior Ordinance);

(8) Series 2005 A Reserve Account (established by Prior Ordinance);

(9) Series 2007 A Sinking Fund (established by Prior Ordinance);

(10) Series 2007 A Reserve Account (established by Prior Ordinance);

(11) Series 2011 A Bonds Sinking Fund;

(12) Series 2011 A Bonds Reserve Account;

(13) Series 2011 B Bonds Sinking Fund; and

(14) Series 2011 B 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, transfer from the Revenue Fund to the Operation and Maintenance Fund an amount sufficient to pay current Operating Expenses of the System.

(2) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the Commission (i) for deposit in the respective Sinking Funds, the amount required by the Prior Ordinance for payment of principal of the Prior Bonds; (ii) commencing 4 months prior to the first date of payment of principal of the Series 2011 A Bonds, for deposit in the Series 2011 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and come due on the Series 2011 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 2011 A Bonds Sinking Fund and the next quarterly principal payment date is less than 4 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; and (iii) commencing 4 months prior to the first date of payment of principal of the Series 2011 B Bonds, for deposit in the Series 2011 B Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and come due on the Series 2011 B Bonds on the next ensuing quarterly principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2011 B Bonds Sinking Fund and the next quarterly principal payment date is less than 4 months, then such monthly payment shall be increased proportionately to provide, 1 month prior to the next quarterly principal payment date, the required amount of principal coming due on such date.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the Commission (i) for deposit in the respective Reserve Accounts, the amount required by the Prior Ordinance; (ii) commencing 4 months prior to the first date of payment of principal of the Series 2011 A Bonds, if not fully funded upon issuance of the Series 2011 A Bonds, for deposit in the Series 2011 A Bonds Reserve Account, an amount equal to 1/120th of the Series 2011 A Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2011 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 2011 A Bonds Reserve Requirement; and (iii) commencing 4 months prior to the first date of payment of principal of the Series 2011 B Bonds, if not fully funded upon issuance of the Series 2011 B Bonds, for deposit in the Series 2011 B Bonds Reserve Account, an amount equal to 1/120th of the Series 2011 B Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2011 B Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on

deposit therein, an amount equal to the Series 2011 B Bonds Reserve Requirement.

(4) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Depository Bank (as required in the Prior 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 2011 A Bonds Sinking Fund and Series 2011 B Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest, if any, on the Series 2011 Bonds, respectively, as the same shall become due. Monies in the Series 2011 A Bonds Reserve Account and the Series 2011 B Bonds Reserve Account shall be used only for the purposes of paying principal of and interest on the Series 2011 Bonds, respectively, as the same shall come due, when other monies in the Series 2011 A Bonds Sinking Fund and the Series 2011 B Bonds Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on monies in the Series 2011 A Bonds Sinking Fund, the Series 2011 A Bonds Reserve Account, the Series 2011 B Bonds Sinking Fund and the Series 2011 B 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 2011 Bond 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 2011 Bonds, if any, respectively, and then to the next ensuing principal payment due thereon, all on a pro rata basis.

Any withdrawals from the Series 2011 A Bonds Reserve Account or the Series 2011 B Bonds Reserve Account which result in a reduction in the balance of such accounts to below the respective Reserve Requirements 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, all on a pro rata basis.

As and when additional Bonds ranking on a parity with the Series 2011 Bonds are issued, provision shall be made for additional payments into the respective sinking fund sufficient to pay the interest on such additional parity Bonds and accomplish retirement thereof at maturity and to accumulate a balance in the respective reserve account in an amount equal to the requirement thereof.

The Issuer shall not be required to make any further payments into the Series 2011 A Bonds Sinking Fund, the Series 2011 A Bonds Reserve Account, the Series 2011 B Bonds Sinking Fund or the Series 2011 B Bonds Reserve Account, when the aggregate amount of funds therein are at least equal to the respective aggregate principal amount of the Series 2011 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 Prior Bonds, the Series 2011 A Bonds, and the Series 2011 B 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 2011 A Bonds Sinking Fund, the Series 2011 A Bonds Reserve Account, the Series 2011 B Bonds Sinking Fund and the Series 2011 B 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 2011 A Bonds Sinking Fund, the Series 2011 A Bonds Reserve Account, the Series 2011 B Bonds Sinking Fund and the Series 2011 B Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 2011 A Bonds Sinking Fund, the Series 2011 A Bonds Reserve Account, the Series 2011 B Bonds Sinking Fund and the Series 2011 B Bonds Reserve Account shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 2011 Bonds, respectively, 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 2011 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 Bond Purchase Agreement for the Series 2011 B Bonds.

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

E. The Issuer shall remit from the Revenue Fund to the Commission, the Registrar, the Paying Agent or the Depository Bank, on such dates as the respective parties shall require, such additional sums as shall be necessary to pay their respective charges and fees then due. In the case of payments to the Commission under this paragraph, the Issuer shall make the necessary arrangements whereby such required payments shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required.

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

G. If on any monthly payment date the revenues are insufficient to place the required amount in any of the funds and accounts as 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 2011 Bonds and the Prior Bonds all in accordance with the respective principal amounts outstanding before being applied to any other payments hereunder.

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

ARTICLE VI

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 2011 Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 2011 A Bonds, there shall first be deposited with the Commission in the Series 2011 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 2011 A Bonds, there shall be deposited with the Commission in the Series 2011 A Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding of the Series 2011 A Bonds Reserve Account.

C. As the Issuer receives advances of the monies derived from the sale of the Series 2011 A Bonds, such monies shall be deposited with the Depository Bank in the Series 2011 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 2011 A Bonds.

D. From the proceeds of the Series 2011 B Bonds, there shall first be deposited with the Commission in the Series 2011 B Bonds Sinking Fund, the amount, if any, set forth in the Supplemental Resolution as capitalized interest.

E. Next, from the proceeds of the Series 2011 B Bonds, there shall be deposited with the Commission in the Series 2011 B Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding of the Series 2011 B Bonds Reserve Account.

F. As the Issuer receives advances of the monies derived from the sale of the Series 2011 B Bonds, such monies shall be deposited with the Depository Bank in the Series 2011 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 2011 B Bonds.

G. 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 2011 A Bonds shall be expended as approved by the Council and any remaining proceeds of the Series 2011 B Bonds shall be expended as approved by the DEP.

Section 6.02. Disbursements of Bond Proceeds.

A. The Issuer shall each month provide the Council with a requisition for the costs incurred for the Project, together with such documentation as the Council shall require. Payments for Costs of the Project shall be made monthly. Invoices for which repayment from the Series 2011 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 2011 Bonds Construction Trust Fund shall be made only after submission to, and approval from, the Council of a certificate, signed by an authorized officer, 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 2011 Bonds Construction Trust Fund shall be invested and reinvested in Qualified Investments at the written direction of the Issuer.

B. 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 2011 B Bonds will be expended and the disbursement procedures for such proceeds, including an estimated monthly draw schedule. Payments for Costs of the Project shall be made monthly. Invoices for which repayment from the Series 2011 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 2011 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 Bond Purchase Agreement, in compliance with the construction schedule.

Pending such application, monies in the Series 2011 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 2011 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 2011 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 2011 Bonds or the interest, if any, thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 2011 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 2011 Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2011 Bonds or the interest thereon.

Section 7.03. Bonds Secured by Pledge of Net Revenues; Lien Position with respect to Prior Bonds. The payment of the debt service on the Series 2011 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 Prior 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 Bond Purchase 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 April 10, 2007, which rates are incorporated herein by reference as a part hereof.

So long as the Series 2011 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 and Bond Purchase Agreement. In the event the schedule of rates and charges initially established for the System in connection with the Series 2011 Bonds shall prove to be insufficient to produce the amounts required by this Bond Legislation and the Loan Agreement and Bond Purchase 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 and Bond Purchase 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 2011 Bonds are outstanding and except as otherwise required by law or with the written consent of the Authority, the DEP and the Council, 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 2011 A Bonds Sinking Fund and the Series 2011 B Bonds Sinking Fund, respectively, pro rata with respect to the principal amount of each of the Bonds then Outstanding, and, with the written permission of the Authority, or in the event the Authority is no longer a Bondholder, the Issuer shall direct the Commission to apply such proceeds to the payment of principal of and interest, if any, on the Series 2011 A Bonds and the Series 2011 B Bonds in accordance with Article X hereof. Any balance remaining after the payment of the Bonds and interest thereon shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the System.

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

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

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided for in 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 2011 Bonds. All obligations issued by the Issuer after the issuance of the Series 2011 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 2011 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 2011 Bonds, and the interest, if any, thereon, upon any of the income and revenues of the System pledged for payment of the Series 2011 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, the Council 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 2011 Bonds pursuant to this Ordinance, without the prior written consent of the Authority, the Council 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 Prior Bonds and the Series 2011 Bonds are outstanding, no Parity Bonds shall be issued at any time, however, unless and until there has been procured and filed with the City Clerk a written statement by Independent Certified Public Accountants, reciting the conclusion that the Net Revenues actually derived, subject to the adjustment hereinafter provided for, from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of such additional Parity Bonds, plus the estimated average increased annual Net Revenues 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 City 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, the Council 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, the Council, 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, the Council, 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, the Council and the DEP, or any other original purchaser of the Series 2011 Bonds and shall mail in each year to any Holder or Holders of the Series 2011 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 2011 Bonds and shall submit the report to the Authority, the Council and the DEP or any other original purchaser of the Series 2011 Bonds. Such audit report submitted to the Authority, the Council, 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 Bond Purchase 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 Bond Purchase 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 Bond Purchase Agreement for the Series 2011 B Bonds or any Exhibit thereto or as promulgated from time to time.

The Issuer shall permit the Authority, the Council 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, the Council 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, the Council and the DEP with respect to the System pursuant to the Act.

Section 7.09. Rates. Prior to the issuance of the Series 2011 Bonds, rates or charges for the use of the services and facilities of the System will be fixed and established, all in the manner and form required by law, and a copy of such rates and charges so fixed and established shall at all times be kept on file in the office of the City Clerk of the Issuer, which copy will be open to inspection by all interested parties. The schedule or schedules of rates and charges shall at all times be adequate to produce Net 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 2011 Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with, or subordinate to, the Series 2011 Bonds including the Prior Bonds; provided that, in the event that, an amount equal to or in excess of the Reserve Requirement is on deposit in the Reserve Accounts and any reserve accounts for obligations on a parity with the Series 2011 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 2011 Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with, or subordinate to, the Series 2011 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, the Council and the DEP within 30 days of adoption thereof. No expenditures for the operation and

maintenance of the System shall be made in any Fiscal Year in excess of the amounts provided therefor in such budget without a written finding and recommendation by a registered professional engineer, which finding and recommendation shall state in detail the purpose of and necessity for such increased expenditures for the operation and maintenance of the System, and no such increased expenditures shall be made until the Issuer shall have approved such finding and recommendation by a resolution duly adopted. No increased expenditures in excess of 10% of the amount of such budget shall be made except upon the further certificate of a registered professional engineer that such increased expenditures are necessary for the continued operation of the System. The Issuer shall mail copies of such annual budget and all resolutions authorizing increased expenditures for operation and maintenance to the Authority, the Council 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, the Council 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 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 Bond Purchase Agreement, and forward a copy of such report to the Authority, the DEP, and the Council 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 and Bond Purchase 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, the DEP and the Council, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the Authority, the DEP and the Council 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, and the Issuer shall provide a certificate of the Consulting Engineer to such effect.

The Issuer shall provide and maintain competent and adequate engineering services satisfactory to the Authority, the Council 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, the Council 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 Bond Purchase Agreement for the Series 2011 B 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 and Bond Purchase Agreement. The Issuer shall notify the DEP in writing of the certified operator employed at the 50% completion stage.

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

The Issuer shall employ qualified operating personnel properly certified by the State during the entire term of the Loan Agreement.

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 system is not owned by the Issuer, the Issuer will, to the extent allowed by law, use diligent efforts to enter into a similar termination

agreement with the provider of such water, subject to any required approval of such agreement by the Public Service Commission of West Virginia and all rules, regulations and orders thereof.

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 2011 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 and Bond Purchase 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 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 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, the DEP and the Council. In the event the Loan Agreement and Bond Purchase Agreement so require, such insurance shall be made payable to the order of the Authority, the Council, 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 Bureau for 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 Bureau for 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 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 Council necessary for the acquisition and construction of the Project and the operation of the System and all approvals of issuance of the Series 2011 Bonds required by State law, with all requisite appeal periods having expired without successful appeal, except as otherwise provided in Section 1.02(I), and provide an opinion of counsel to such effect.

Section 7.18. Compliance with the Loan Agreement and Bond Purchase Agreement and the Law. The Issuer shall perform, satisfy and comply with all the terms and conditions of the Loan Agreement and Bond Purchase Agreement and the Act. Notwithstanding anything herein to the contrary, the Issuer will provide the Council and 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, the Council 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.

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 2011 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 Council and the DEP for written approval. The Issuer shall obtain the written approval of the Council and the DEP before expending any proceeds of the Series 2011 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 Council and the DEP before expending any proceeds of the Series 2011 Bonds made available due to bid or construction or project underruns.

C. The Issuer shall list the funding provided by the Council, 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 2011 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 2011 Bonds and shall be on a parity with the statutory mortgage lien in favor of the Holders of the Prior 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 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 2011 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 2011 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 2011 Bonds as a condition to issuance of the Series 2011 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 2011 Bonds as may be necessary in order to maintain the status of the Series 2011 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 2011 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, the DEP or the Council, as the case may be, from which the proceeds of the Series 2011 Bonds are derived, to lose their status as tax-exempt bonds; and (iii) to take such action, or refrain from taking such action, as shall be deemed necessary by the Issuer, or requested by the Authority, the DEP or the Council, 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 2011 Bonds and any additional information requested by the Authority.

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.01. Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Series 2011 Bonds:

(1) If default occurs in the due and punctual payment of the principal of or interest on any Series 2011 Bonds; or

(2) If default occurs in the Issuer's observance of any of the covenants, agreements or conditions relating to the Series 2011 Bonds set forth in this Bond Legislation, any supplemental resolution or in the

Series 2011 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 2011 Bonds shall be on a parity with those of the Holders of the Prior 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 2011 A Bonds. If the Issuer shall pay, or there shall otherwise be paid, to the Registered Owners of the Series 2011 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 2011 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 2011 A Bonds from gross income for federal income tax purposes.

Section 10.02. Payment of Series 2011 B Bonds. If the Issuer shall pay, or there shall otherwise be paid, to the Registered Owners of all of the Series 2011 B Bonds, the principal of and interest, if any, due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then the pledge of Net Revenues and other monies and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered

Owners of the Series 2011 B Bonds shall thereupon cease, terminate and become void and be discharged and satisfied, except as may otherwise be necessary to assure the exclusion of interest, if any, on the Series 2011 B Bonds from gross income for federal income tax purposes.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to issuance of the Series 2011 Bonds, this Ordinance may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2011 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 2011 Bonds shall be made without the consent in writing of the Registered Owners of the Series 2011 Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of the Series 2011 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 2011 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 2011 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 2011 Bonds.

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

Section 11.05. Conflicting Provisions Repealed; Prior Ordinance. All ordinances, orders or resolutions and or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed, provided that, in the event of any conflict between this Ordinance and the Prior Ordinance, the Prior Ordinance shall control (unless less restrictive), so long as the Prior Bonds are outstanding.

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

Section 11.07. Statutory Notice and Public Hearing. Upon adoption hereof, an abstract of this Ordinance determined by the Governing Body to contain sufficient information as to give notice of the contents hereof shall be published once a week for 2 successive weeks within a period of fourteen consecutive days, with at least 6 full days intervening between each publication, in *The Weston Democrat*, a newspaper of general circulation in the City of Weston, together with a notice stating that this Ordinance has been adopted and that the Issuer contemplates the issuance of the Series 2011 Bonds, and that any person interested may appear before the Governing Body upon a date certain, not less than ten days subsequent to the date of the first publication of such abstract of this Ordinance and notice, and present protests, and that a certified copy of this Ordinance is on file with the Governing Body for review by interested persons during office hours of the Governing Body. At such hearing, all objections and suggestions shall be heard and the Governing Body shall take such action as it shall deem proper in the premises.

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

Passed on First Reading:	April 19, 2011
Passed on Second Reading:	May 2, 2011
Passed on Final Reading Following Public Hearing:	June 6, 2011

Mayor

CERTIFICATION

Certified a true copy of an Ordinance duly enacted by the Governing Body of the CITY OF WESTON on the 6th day of June, 2011.

Dated: August 16, 2011.

[SEAL]

Kristin Applegate
City Clerk

EXHIBIT A

Loan Agreement and Bond Purchase Agreement included in bond transcript as Documents 3 and 4

CITY OF WESTON

Sewer Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund); and
Sewer Revenue Bonds, Series 2011 B
(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 2011 A (WEST VIRGINIA INFRASTRUCTURE FUND) AND SEWER REVENUE BONDS, SERIES 2011 B (WEST VIRGINIA SRF PROGRAM) OF THE CITY OF WESTON; APPROVING AND RATIFYING THE LOAN AGREEMENTS RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the City council (the "Governing Body") of the City of Weston (the "Issuer" or "Governmental Agency") has duly and officially adopted and enacted a bond ordinance, effective June 6, 2011 (the "Bond Ordinance"), entitled:

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC SEWERAGE SYSTEM OF THE CITY OF WESTON AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE CITY OF WESTON OF NOT MORE THAN $1,500,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2011 A (WEST VIRGINIA INFRASTRUCTURE FUND), AND NOT MORE THAN $1,500,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2011 B (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 AND BOND PURCHASE 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 2011 A (West Virginia Infrastructure Fund) in an aggregate principal amount not to exceed $1,500,000 and Sewer Revenue Bonds, Series 2011 B (West Virginia SRF Program) in an aggregate principal amount not to exceed $1,500,000;

WHEREAS, the Bond Ordinance has authorized the execution and delivery of a loan agreement relating to the Series 2011 A Bonds, by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), and a bond purchase agreement relating to the Series 2011 B Bonds, including all schedules and exhibits attached thereto, by and among the Issuer, the Authority and the West Virginia Department of Environmental Protection (the "DEP") (collectively, the "Loan Agreements"), all in accordance with Chapter 16, Article 13, Chapter 22C, Article 2, and Chapter 31, Article 15A 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 Agreements 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 2011 Bonds should be established by a supplemental resolution pertaining to the Series 2011 Bonds; and that other matters relating to the Series 2011 Bonds be herein provided for;

WHEREAS, the Loan Agreements have been presented to the Issuer at this meeting;

WHEREAS, the Series 2011 A Bonds are proposed to be purchased by the Authority pursuant to the Loan Agreement and the Series 2011 B Bonds are proposed to be purchased by the Authority pursuant to a Bond Purchase Agreement; and

WHEREAS, the Governing Body deems it essential and desirable that this supplemental resolution (the "Supplemental Resolution") be adopted, that the Loan Agreement and Bond Purchase 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 2011 Bonds be fixed hereby in the manner stated herein, and that other matters relating to the Series 2011 Bonds be herein provided for;

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

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

A. Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), of the Issuer, originally represented by a single Bond, numbered AR-1, in the original aggregate principal

amount of $1,168,000. The Series 2011 A Bonds shall be dated the date of delivery thereof, shall finally mature June 1, 2051, and shall bear no interest. The principal of the Series 2011 A Bonds shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing December 1, 2012, to and including June 1, 2051, and in the amounts as set forth in the "Schedule Y" attached to the Loan Agreement for the Series 2011 A Bonds and incorporated in and made a part of the Series 2011 A Bonds. The Series 2011 A Bonds shall be subject to redemption upon the written consent of the Authority and the Council, 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 2011 A Bonds.

B. Sewer Revenue Bonds, Series 2011 B (West Virginia SRF Program), of the Issuer, originally represented by a single Bond, numbered BR-1, in the original aggregate principal amount of $741,679. The Series 2011 B Bonds shall be dated the date of delivery thereof, shall finally mature September 1, 2042, and shall bear no interest. The principal of the Series 2011 B Bonds shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing December 1, 2012, to and including September 1, 2042, and in the amounts as set forth in the "Schedule Y" attached to the Bond Purchase Agreement for the Series 2011 B Bonds and incorporated in and made a part of the Series 2011 B Bonds. The Series 2011 B Bonds shall be subject to redemption upon the written consent of the Authority and the DEP, and upon payment of the interest and redemption premium, if any, and otherwise in compliance with the Bond Purchase Agreement for the Series 2011 B Bonds, so long as the Authority shall be the registered owner of the Series 2011 B Bonds. The Issuer does hereby approve and shall pay the SRF Administrative Fee equal to 0.5% of the principal amount of the Series 2011 B Bonds set forth in "Schedule Y" attached to the Bond Purchase Agreement.

Section 2. All other provisions relating to the Series 2011 Bonds and the text of each series of the Series 2011 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 and Bond Purchase Agreement, copies of which are incorporated herein by reference, and the execution and delivery of the Loan Agreement and Bond Purchase 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 Bond Purchase Agreement and in the applications to the Council, the DEP, and the Authority. The price of the Series 2011 Bonds shall be 100% of par value, there being no interest accrued thereon, provided that the proceeds of the Series 2011 Bonds shall be advanced from time to time as requisitioned by the Issuer.

Section 4. The Issuer does hereby appoint and designate The Huntington National Bank, Charleston, West Virginia, to serve as Registrar (the "Registrar") for the Series 2011 Bonds under the Bond Ordinance and does approve and accept the Registrar's Agreement to be dated the date of delivery of the Series 2011 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 2011 Bonds under the Bond Ordinance.

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

Section 7. Series 2011 A Bonds proceeds in the amount of $-0- shall be deposited in the Series 2011 A Bonds Reserve Account.

Section 8. Series 2011 B Bonds proceeds in the amount of $-0- shall be deposited in the Series 2011 B Bonds Reserve Account.

Section 9. The balance of the proceeds of the Series 2011 A Bonds and the Series 2011 B Bonds shall be deposited in or credited to the respective Bonds Construction Trust Funds for payment of the costs of the Project, including, without limitation, costs of issuance of the Series 2011 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 Series 2011 Bonds hereby and by the Bond Ordinance approved and provided for, to the end that the Series 2011 Bonds may be delivered on or about August 16, 2011, to the Authority pursuant to the Loan Agreement and Bond Purchase Agreement.

Section 11. The acquisition and construction of the Project and the financing thereof in part with proceeds of the Series 2011 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 ratify, approve and accept 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 Sinking Funds and the Reserve Accounts for the Series 2011 Bonds, 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.

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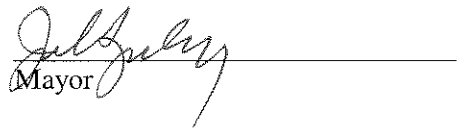
Adopted this 1st day of August, 2011.



Mayor

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Council of the City of Weston on the 1st day of August, 2011.

Dated: August 16, 2011.

[SEAL]

Kristin Applemar
City Clerk

07.18.11
957200.00002

IC-1
(08/09)

LOAN AGREEMENT

THIS LOAN AGREEMENT, made and entered into in several counterparts, by and between the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY, a governmental instrumentality and body corporate of the State of West Virginia (the "Authority"), acting on behalf of the WEST VIRGINIA INFRASTRUCTURE AND JOBS DEVELOPMENT COUNCIL (the "Council"), and the governmental agency designated below (the "Governmental Agency").

CITY OF WESTON
(2005S-890b)

(Governmental Agency)

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of Chapter 31, Article 15A of the Code of West Virginia, 1931, as amended (the "Act"), the Authority is empowered upon request of the Council to make loans to governmental agencies for the acquisition or construction of projects by such governmental agencies, subject to such provisions and limitations as are contained in the Act;

WHEREAS, the Governmental Agency constitutes a governmental agency as defined by the Act;

WHEREAS, the Governmental Agency is authorized and empowered by the statutes of the State to acquire, construct, improve, operate and maintain a project, as defined by the Act, and to finance the cost of acquisition and construction of the same by borrowing money to be evidenced by revenue bonds issued by the Governmental Agency;

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

WHEREAS, the Governmental Agency has completed and filed with the Authority an Application for a Construction Loan with attachments and exhibits and an

Amended Application for a Construction Loan also with attachments and exhibits (together, as further revised and supplemented, the "Application"), which Application is incorporated herein by this reference; and

WHEREAS, having reviewed the Application and made all findings required by the Act and having available sufficient funds therefor, the Council has authorized the Authority to lend the Governmental Agency the amount set forth on Schedule X attached hereto and incorporated herein by reference, through the purchase of revenue bonds of the Governmental Agency with money in the Infrastructure Fund, subject to the Governmental Agency's satisfaction of certain legal and other requirements of the Council=s loan program (the "Program") as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the Governmental Agency and the Authority hereby agree as follows:

ARTICLE I

Definitions

1.1 Except where the context clearly indicates otherwise, the terms "Authority," "cost," "Council," "governmental agency," "project," "waste water facility" and "water facility" have the definitions and meanings ascribed to them in the Act.

1.2 "Authority" means the West Virginia Water Development Authority, which is expected to be the original purchaser of the Bonds, acting in its administrative capacity pursuant to Section 10 of the Act and upon authorization from the Council.

1.3 "Consulting Engineers" means the professional engineer, licensed by the State, designated in the Application and any qualified successor thereto; provided, however, when a Loan is made for a Project financed, in part, by the Office of Abandoned Mine Lands, AConsulting Engineers@ shall mean the West Virginia Department of Environmental Protection, or any successor thereto.

1.4 "Infrastructure Fund" means the West Virginia Infrastructure Fund established in accordance with Section 9 of the Act.

1.5 "Loan" means the loan to be made by the Authority to the Governmental Agency through the purchase of Local Bonds, as hereinafter defined, pursuant to this Loan Agreement.

1.6 "Local Act" means the official action of the Governmental Agency required by Section 4.1 hereof, authorizing the Local Bonds.

1.7 "Local Bonds" means the revenue bonds to be issued by the Governmental Agency pursuant to the provisions of the Local Statute, as hereinafter defined, to evidence the Loan and to be purchased by the Authority, all in accordance with the provisions of this Loan Agreement.

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

1.9 "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.

1.10 "Project" means the project hereinabove referred to, to be constructed or being constructed by the Governmental Agency in whole or in part with the net proceeds of the Local Bonds.

1.11 "System" means the project owned by the Governmental Agency, of which the Project constitutes all or to which the Project constitutes an improvement, and any improvements thereto hereafter constructed or acquired from any sources whatsoever.

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

ARTICLE II

The Project and the System

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

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

2.3 All real estate and interests in real estate and all personal property constituting the Project and the Project site heretofore or hereafter acquired shall at all times be and remain the property of the Governmental Agency, subject to any mortgage lien or

other security interest as is provided for in the Local Statute unless a sale or transfer of all or a portion of said property or any interest therein is approved by the Authority and Council.

2.4 The Governmental Agency agrees that the Authority and the Council and their duly authorized agents shall have the right at all reasonable times to enter upon the Project site and Project facilities and to examine and inspect the same. The Governmental Agency further agrees that the Authority and the Council and their duly authorized agents and representatives 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 the Council with respect to the System pursuant to the pertinent provisions of the Act.

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

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

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

2.8 The Governmental Agency shall require that each of its contractors and all subcontractors maintain, during the life of the construction contract, workers' compensation coverage, public liability insurance, property damage insurance and vehicle liability insurance in amounts and on terms satisfactory to the Council and the Authority and shall verify or have verified such insurance prior to commencement of construction. Until the Project facilities are completed and accepted by the Governmental Agency, the Governmental Agency or (at the option of the Governmental Agency) the contractor shall maintain builder's risk insurance (fire and extended coverage) on a one hundred percent

(100%) basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the Authority, the Governmental Agency, the prime contractor and all subcontractors, as their interests may appear. If facilities of the System which are detrimentally affected by flooding are or will be located in designated special flood or mudslide-prone areas and if flood insurance is available at a reasonable cost, a flood insurance policy must be obtained by the Governmental Agency on or before the Date of Loan Closing, as hereinafter defined, and maintained so long as any of the Local Bonds is outstanding. Prior to commencing operation of the Project, the Governmental Agency must also obtain, and maintain so long as any of the Local Bonds are outstanding, business interruption insurance if available at a reasonable cost.

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

2.10 The Governmental Agency shall at all times provide operation and maintenance of the System in compliance with any and all State and federal standards. The Governmental Agency shall employ qualified operating personnel properly certified by the State to operate the System during the entire term of this Loan Agreement.

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

2.12 The Governmental Agency, commencing on the date contracts are executed for the 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 C and incorporated herein by reference, and forward a copy by the 10th of each month to the Authority and Council.

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

2.14 The Governmental Agency shall perform an annual maintenance audit which maintenance audit shall be submitted to the WDA and the Public Service Commission of West Virginia.

ARTICLE III

Conditions to Loan; Issuance of Local Bonds

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

(a) The Governmental Agency shall have performed and satisfied all of the terms and conditions to be performed and satisfied by it in this Loan Agreement;

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

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

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

(e) The Governmental Agency shall have obtained all requisite orders of and approvals from the Public Service Commission of West Virginia (the "PSC") and the 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 the Council shall have received an opinion of counsel to the Governmental Agency, which may be local counsel to the Governmental Agency, bond counsel or special PSC counsel but must be satisfactory to the Authority and the Council, to such effect;

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

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

(h) 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 the Council shall have received a certificate of the accountant for the Governmental Agency, or such other person or firm experienced in the finances of governmental agencies and satisfactory to the Authority and the Council, to such effect; and

(i) The net proceeds of the Local Bonds, together with all moneys on deposit or to be simultaneously deposited (or, with respect to proceeds of grant anticipation notes or other indebtedness for which a binding purchase contract has been entered, to be deposited on a date certain) and irrevocably pledged thereto and the proceeds of grants irrevocably committed therefor, shall be sufficient to pay the costs of construction and acquisition of the Project as set forth in the Application, and the Authority shall have received a certificate of the Consulting Engineers, or such other person or firm experienced in the financing of projects and satisfactory to the Authority and the Council, to such effect, such certificate to be in form and substance satisfactory to the Authority and the Council, and evidence satisfactory to the Authority and the Council 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, the Council or any other appropriate State agency and any applicable rules, regulations and procedures promulgated from time to time by the federal government, it is hereby agreed that the Authority shall make the Loan to the Governmental Agency and the Governmental Agency shall accept the Loan from the Authority, and in furtherance thereof it is agreed that the Governmental Agency shall sell to the Authority and the Authority shall make the Loan by purchasing the Local Bonds in the principal amount and at the price set forth in Schedule X hereto. The Local Bonds shall have such further terms and provisions as described in Article IV hereof.

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

3.4 The Local Bonds shall be delivered to the Authority, at the offices of the Authority, on a date designated by the Governmental Agency by written notice to the Authority, which written notice shall be given not less than ten (10) business days prior to the date designated; provided, however, that if the Authority is unable to accept delivery on the date designated, the Local Bonds shall be delivered to the Authority on a date as close as possible to the designated date and mutually agreeable to the Authority, the Council and the Governmental Agency. The date of delivery so designated or agreed upon is hereinafter referred to as the "Date of Loan Closing." Notwithstanding the foregoing, the Date of Loan Closing shall in no event occur more than ninety (90) days after the date of execution of this Loan Agreement by the Authority or such later date as is agreed to in writing by the Council.

3.5 The Governmental Agency understands and acknowledges that it is one of several governmental agencies which have applied to the Council for loans from the Infrastructure Fund to finance projects and that the obligation of the Authority to make any such loan is subject to the Council=s authorization and the Governmental Agency's fulfilling all of the terms and conditions of this Loan Agreement on or prior to the Date of Loan Closing. The Governmental Agency specifically recognizes that the Authority will not purchase the Local Bonds unless and until sufficient funds are available in the Infrastructure Fund to purchase all the Local Bonds and that, prior to execution of this Loan Agreement, the Authority may commit to and purchase the revenue bonds of other governmental agencies for which it has sufficient funds available.

ARTICLE IV

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

4.1 The Governmental Agency shall, as one of the conditions of the Authority to make the Loan, authorize the issuance of and issue the Local Bonds pursuant to an official action of the Governmental Agency in accordance with the Local Statute, which shall, as adopted or enacted, contain provisions and covenants in substantially the form as follows, unless the specific provision or covenant is modified or waived by the Council:

(a) That the gross revenues of the System shall always be used for purposes of the System. Such gross revenues shall 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 AReserve Account@) was not funded from proceeds of the Local Bonds or otherwise concurrently with the issuance thereof (which, with an approving opinion of bond counsel to the Governmental Agency, may be with a letter of credit or surety) 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 AReserve 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 Governmental Agency has existing outstanding indebtedness which has greater coverage or renewal and replacement fund requirements, then the greater requirements will prevail until said existing indebtedness is paid in full.

(b) Covenants substantially as follows:

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

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

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

(iv) That, except as otherwise required by State law or with the written consent of the Council and the Authority, the System may not be sold, mortgaged, leased or otherwise disposed of, except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to pay fully all the Local Bonds outstanding, with further restrictions on the disposition of portions of the System as are normally contained in such covenants;

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

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

(vii) That the Governmental Agency will not render any free services of the System;

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

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

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

(xi) That the Governmental Agency shall annually cause the records of the System to be audited by an independent certified public accountant or independent public accountant and shall submit the report of said audit to the Authority and

the Council, 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 Governmental Agency's revenues are adequate to meet its Operating Expenses and debt service and reserve requirements;

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

(xv) That, as long as the Authority is the owner of any of the Local Bonds, the Governmental Agency may not redeem any Local Bonds by it without the written consent of the Authority and the Council and otherwise in compliance with this Loan Agreement;

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

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

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

(xix) That the Governmental Agency shall take any and all action, or shall refrain from taking any action regarding the use of the proceeds of the Local Bonds, as shall be deemed necessary by the Authority to maintain the exclusion from gross income for federal income tax purposes of interest on the State=s general obligation bonds or any bonds secured by the Local Bonds;

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

(xxi) That the Governmental Agency 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 Governmental Agency, then the Governmental Agency shall enter into a termination agreement with the water provider;

(xxii) That the Governmental Agency shall furnish to the Authority such information with respect to earnings on all funds constituting "gross proceeds" of the Local Bonds (as that term is defined in the Internal Revenue Code of 1986, as amended) from time to time as the Authority may request;

(xxiii) That the Governmental Agency shall submit all proposed change orders to the Council for written approval. The Governmental Agency shall obtain the written approval of the Council before expending any proceeds of the Local Bonds held in Acontingency@ as set forth in the final Schedule B attached to the certificate of the Consulting Engineer. The Governmental Agency shall obtain the written approval of the Council before making any changes to the final Schedule B and also before expending any proceeds of the Local Bonds available due to bid/construction/project underruns;

(xxiv) That the Governmental Agency shall list the funding provided by the Authority and the Council in any press release, publication, program bulletin,

sign or other public communication that references the Project, including but not limited to any program document distributed in conjunction with any groundbreaking or dedication of the Project; and

(xxv) That, unless it qualifies for an exception, the Governmental Agency shall comply with all the requirements of Chapter 21, Article 1C of the Code of West Virginia, 1931, as amended (the AWest Virginia Jobs Act@) and shall require its contractors and subcontractors to comply with the West Virginia Jobs Act. The Governmental Agency shall provide the Council and the Authority with a certificate stating that (I) the Governmental Agency will comply with all the requirements of the West Virginia Jobs Act; (II) the Governmental Agency has included the provisions of the West Virginia Jobs Act in each contract and subcontract for the Project; (III) the Governmental Agency has received or will receive, prior to entering into contracts or subcontracts, from each contractor or subcontractor a certificate demonstrating compliance with Section 4 of the West Virginia Jobs Act or waiver certificates from the West Virginia Division of Labor (ADOL@); and (IV) the Governmental Agency will file with the DOL and the Council copies of the waiver certificates and certified payrolls or comparable documents that include the number of employees, the county and state wherein the employees reside and their occupation, following the procedures established by the DOL. The monthly requisitions submitted to the Council shall also certify that the Governmental Agency is monitoring compliance by its contractors and subcontractors and that the required information has been submitted.

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

4.2 The Loan shall be secured by the pledge and assignment by the Governmental Agency, as effected by the Local Act, of the fees, charges and other revenues of the Governmental Agency from the System as further set forth by and subject only to such reservations and exceptions as are described in Schedules X and Y hereto or are otherwise expressly permitted in writing by the Authority and the Council.

4.3 The principal of the Loan shall be repaid by the Governmental Agency on the days and in the years provided in Schedule X hereto. Interest payments on the Loan shall be made by the Governmental Agency on a quarterly basis as provided in said Schedule X.

4.4 The Loan shall bear interest from the date and at the rate or rates per annum set forth on Schedule X hereto. In no event shall the interest rate on or the net interest cost of the Local Bonds exceed any statutory limitation with regard thereto.

4.5 The Local Bonds shall be delivered to the Authority in fully registered form, transferable and exchangeable as provided in the Local Act at the expense of the

Governmental Agency. Anything to the contrary herein notwithstanding, the Local Bonds may be issued in one or more series, as reflected by Schedule X hereto.

4.6 The Governmental Agency agrees to expend the net proceeds of the Local Bonds for the Project within 3 years of the issuance of the bonds which are the source of money used to purchase the Local Bonds, unless otherwise agreed to by the Council.

ARTICLE V

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

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

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

5.3 In the event the Governmental Agency defaults in the 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 Governmental Agency hereby irrevocably covenants and agrees with the Authority that, in the event of any default hereunder by the Governmental Agency, the Authority may exercise any or all of the rights and powers granted under the Act and State law, including, without limitation, the right to an appointment of a receiver.

ARTICLE VI

Other Agreements of the Governmental Agency

6.1 The Governmental Agency hereby warrants and represents that all information provided to the Authority and the Council 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 the Council 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 the Council by the Governmental Agency in connection with the Loan shall be incorrect or incomplete in any material respect or (b) the Governmental Agency has violated any commitment made by it in its Application or in any supporting documentation or has violated any of the terms of the Act or this Loan Agreement.

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

6.3 Notwithstanding Section 6.2, the Authority may at any time, in its sole discretion, cause the rebate calculations prepared by or on behalf of the Governmental Agency to be monitored or cause the rebate calculations for the Governmental Agency to be prepared, in either case at the expense of the Governmental Agency.

6.4 The Governmental Agency hereby agrees to give the Authority and the Council 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.

6.5 The Governmental Agency hereby agrees to file with the Authority and the Council upon completion of acquisition and construction of the Project a schedule in substantially the form of Amended Schedule B to the Application, setting forth the actual costs of the Project and sources of funds therefor.

ARTICLE VII

Miscellaneous

7.1 Additional definitions, additional terms and provisions of the Loan and additional covenants and agreements of the Governmental Agency, if any, may be set forth in Schedule Z attached hereto and incorporated herein by reference, with the same effect as if contained in the text of this Loan Agreement.

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

7.3 The Authority shall take all actions required by the Council in making and enforcing this Loan Agreement.

7.4 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.

7.5 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.

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

7.7 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.

7.8 The Authority acknowledges that certain terms and requirements in this Loan Agreement may not be applicable when the Project is financed in part by the West Virginia Department of Environmental Protection, Office of Abandoned Mine Lands and under that circumstance those terms and requirements are specifically waived or modified as agreed to by the Authority and set forth in the Local Act.

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

7.10 This Loan Agreement shall terminate upon the earlier of:

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

(ii) termination by the Authority and the Council pursuant to Section 6.1 hereof; or

(iii) payment in full of the principal of and interest on the Loan and of any fees and charges owed by the Governmental Agency to the Authority, acting on behalf of the Council.

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 WESTON

(SEAL)

By: _____
Its: Mayor
Date: August 16, 2011

Attest:

_____
Its: Recorder

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

(SEAL)

By: _____
Its: Executive Director
Date: August 16, 2011

Attest:

_____
Its: Authorized Officer

{C2100613.1}

EXHIBIT A

FORM OF CERTIFICATE OF CONSULTING ENGINEER

_____

(Issuer)

_____

(Name of Bonds)

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

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

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

3. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Project, the Project will be constructed in general accordance with the approved plans, specifications and designs prepared by my firm and approved by [DEP/BPH/PSC] and any change orders approved by the Issuer, the Council and all necessary governmental bodies; (ii) the Project, as designed, is adequate for its intended purpose and has a useful life of at least ___years if properly operated and maintained, excepting anticipated replacements due to normal wear and tear; (iii) the Issuer has received bids for the acquisition and construction of the Project which are in an amount and otherwise compatible with the plan of financing set forth in the Schedule B attached hereto as Exhibit A and my firm[1] has ascertained that all

[1]If another responsible party, such as the Issuer=s attorney, reviews the insurance and payment bonds, then insert the following: [and in reliance upon the opinion of _____,

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

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

[SEAL]

_____

By: _____
West Virginia License No. _____

Esq.] and delete "my firm has ascertained that".

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

EXHIBIT B

OPINION OF BOND COUNSEL FOR GOVERNMENTAL AGENCY

[To Be Dated as of Date of Loan Closing]

West Virginia Infrastructure and
Jobs Development Council
300 Summers Street, Suite 980
Charleston, West Virginia 25301

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

Ladies and Gentlemen:

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

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

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

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

to maturity to the extent, at the time, under the conditions and subject to the limitations set forth in the Local Act and the Loan Agreement.

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

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

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

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

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

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

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

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

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

Very truly yours,

EXHIBIT C

MONTHLY FINANCIAL REPORT

Name of Governmental Agency _____
Name of Bond Issue(s)_____
Type of Project _____Water_____Wastewater
Fiscal Year _____Report Month_____

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

_____
Name of Person Completing Form

_____
Address

_____
Telephone

INSTRUCTIONS FOR COMPLETING MONTHLY FINANCIAL REPORT

Item 1 You will need a copy of the current fiscal year budget adopted by the Governmental Agency 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 Governmental Agency 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 Governmental Agency.

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

EXHIBIT D

MONTHLY PAYMENT FORM

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

Re: [Name of bond issue]

Ladies and Gentlemen:

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

Sinking Fund:	
Interest	$
Principal	$
Total:	$
Reserve Account:	$

Witness my signature this ____ day of_____.

[Name of Governmental Agency]

By: _____
Authorized Officer

Enclosure: copy of check(s)

SCHEDULE X

DESCRIPTION OF LOCAL BONDS

Principal Amount of Local Bonds $1,168,000
Purchase Price of Local Bonds $1,168,000

The Local Bonds shall bear no interest. Commencing December 1, 2012, principal on the Local Bonds is payable quarterly. 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 Governmental Agency shall authorize the Commission to electronically debit its monthly payments. The Commission will make quarterly payments to the Authority at such address as is given to the Commission in writing by the Authority.

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

The Governmental Agency may prepay the Local Bonds in full at any time at the price of par but only with the Council's written consent. The Governmental Agency shall request approval from the Authority and Council in writing of any proposed debt which will be issued by the Governmental Agency 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 Governmental Agency:

(i) City of Weston Sewer Revenue Bonds, Series 1996 (West Virginia SRF Program), dated December 10, 1996, issued in the original aggregate principal amount of $1,274,287;

(ii) City of Weston Sewer Revenue Bonds, Series 2000 A (West Virginia SRF Program), dated December 20, 2000, issued in the original aggregate principal amount of $3,192,097;

(iii) City of Weston Sewer Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund), dated December 20, 2000, issued in the original aggregate principal amount of $6,250,000;

(iv) City of Weston Sewer Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund), dated June 24, 2005, issued in the original aggregate principal amount of $597,037;

(v) City of Weston Sewer Revenue Bonds, Series 2007 A (West Virginia Infrastructure Fund), dated September 18, 2007, issued in the original aggregate principal amount of $3,047,000; and

(vi) City of Weston Sewer Revenue Bonds, Series 2011 B (West Virginia SRF Program), dated August 16, 2011, issued in the original aggregate principal amount of $741,679.

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

SCHEDULE Y
DEBT SERVICE SCHEDULE

NET DEBT SERVICE

City of Weston

IF

$1,168,000

0% Interest Rate

40 Years from the Closing Date

Date	Principal	Interest	Total Debt Service	Reserve Fund	Net Debt Service
12/1/2012	7,536		7,536	753.60	8,289.60
3/1/2013	7,536		7,536	753.60	8,289.60
6/1/2013	7,536		7,536	753.60	8,289.60
9/1/2013	7,536		7,536	753.60	8,289.60
12/1/2013	7,536		7,536	753.60	8,289.60
3/1/2014	7,536		7,536	753.60	8,289.60
6/1/2014	7,536		7,536	753.60	8,289.60
9/1/2014	7,536		7,536	753.60	8,289.60
12/1/2014	7,536		7,536	753.60	8,289.60
3/1/2015	7,536		7,536	753.60	8,289.60
6/1/2015	7,536		7,536	753.60	8,289.60
9/1/2015	7,536		7,536	753.60	8,289.60
12/1/2015	7,536		7,536	753.60	8,289.60
3/1/2016	7,536		7,536	753.60	8,289.60
6/1/2016	7,536		7,536	753.60	8,289.60
9/1/2016	7,536		7,536	753.60	8,289.60
12/1/2016	7,536		7,536	753.60	8,289.60
3/1/2017	7,536		7,536	753.60	8,289.60
6/1/2017	7,536		7,536	753.60	8,289.60
9/1/2017	7,536		7,536	753.60	8,289.60
12/1/2017	7,536		7,536	753.60	8,289.60
3/1/2018	7,536		7,536	753.60	8,289.60
6/1/2018	7,536		7,536	753.60	8,289.60
9/1/2018	7,536		7,536	753.60	8,289.60
12/1/2018	7,536		7,536	753.60	8,289.60
3/1/2019	7,536		7,536	753.60	8,289.60
6/1/2019	7,536		7,536	753.60	8,289.60
9/1/2019	7,536		7,536	753.60	8,289.60
12/1/2019	7,536		7,536	753.60	8,289.60
3/1/2020	7,536		7,536	753.60	8,289.60
6/1/2020	7,536		7,536	753.60	8,289.60
9/1/2020	7,536		7,536	753.60	8,289.60
12/1/2020	7,536		7,536	753.60	8,289.60
3/1/2021	7,536		7,536	753.60	8,289.60
6/1/2021	7,536		7,536	753.60	8,289.60
9/1/2021	7,536		7,536	753.60	8,289.60
12/1/2021	7,536		7,536	753.60	8,289.60
3/1/2022	7,536		7,536	753.60	8,289.60
6/1/2022	7,536		7,536	753.60	8,289.60
9/1/2022	7,536		7,536	753.60	8,289.60
12/1/2022	7,536		7,536		7,536.00
3/1/2023	7,536		7,536		7,536.00
6/1/2023	7,536		7,536		7,536.00
9/1/2023	7,536		7,536		7,536.00
12/1/2023	7,536		7,536		7,536.00
3/1/2024	7,536		7,536		7,536.00
6/1/2024	7,536		7,536		7,536.00

NET DEBT SERVICE

City of Weston

IF

$1,168,000

0% Interest Rate

40 Years from the Closing Date

Date	Principal	Interest	Total Debt Service	Reserve Fund	Net Debt Service
9/1/2024	7,536		7,536		7,536.00
12/1/2024	7,536		7,536		7,536.00
3/1/2025	7,536		7,536		7,536.00
6/1/2025	7,536		7,536		7,536.00
9/1/2025	7,536		7,536		7,536.00
12/1/2025	7,536		7,536		7,536.00
3/1/2026	7,536		7,536		7,536.00
6/1/2026	7,536		7,536		7,536.00
9/1/2026	7,536		7,536		7,536.00
12/1/2026	7,536		7,536		7,536.00
3/1/2027	7,536		7,536		7,536.00
6/1/2027	7,536		7,536		7,536.00
9/1/2027	7,536		7,536		7,536.00
12/1/2027	7,536		7,536		7,536.00
3/1/2028	7,536		7,536		7,536.00
6/1/2028	7,536		7,536		7,536.00
9/1/2028	7,536		7,536		7,536.00
12/1/2028	7,536		7,536		7,536.00
3/1/2029	7,536		7,536		7,536.00
6/1/2029	7,536		7,536		7,536.00
9/1/2029	7,536		7,536		7,536.00
12/1/2029	7,536		7,536		7,536.00
3/1/2030	7,536		7,536		7,536.00
6/1/2030	7,536		7,536		7,536.00
9/1/2030	7,536		7,536		7,536.00
12/1/2030	7,536		7,536		7,536.00
3/1/2031	7,536		7,536		7,536.00
6/1/2031	7,535		7,535		7,535.00
9/1/2031	7,535		7,535		7,535.00
12/1/2031	7,535		7,535		7,535.00
3/1/2032	7,535		7,535		7,535.00
6/1/2032	7,535		7,535		7,535.00
9/1/2032	7,535		7,535		7,535.00
12/1/2032	7,535		7,535		7,535.00
3/1/2033	7,535		7,535		7,535.00
6/1/2033	7,535		7,535		7,535.00
9/1/2033	7,535		7,535		7,535.00
12/1/2033	7,535		7,535		7,535.00
3/1/2034	7,535		7,535		7,535.00
6/1/2034	7,535		7,535		7,535.00
9/1/2034	7,535		7,535		7,535.00
12/1/2034	7,535		7,535		7,535.00
3/1/2035	7,535		7,535		7,535.00
6/1/2035	7,535		7,535		7,535.00
9/1/2035	7,535		7,535		7,535.00
12/1/2035	7,535		7,535		7,535.00
3/1/2036	7,535		7,535		7,535.00

NET DEBT SERVICE

City of Weston

IF

$1,168,000

0% Interest Rate

40 Years from the Closing Date

Date	Principal	Interest	Total Debt Service	Reserve Fund	Net Debt Service
6/1/2036	7,535		7,535		7,535.00
9/1/2036	7,535		7,535		7,535.00
12/1/2036	7,535		7,535		7,535.00
3/1/2037	7,535		7,535		7,535.00
6/1/2037	7,535		7,535		7,535.00
9/1/2037	7,535		7,535		7,535.00
12/1/2037	7,535		7,535		7,535.00
3/1/2038	7,535		7,535		7,535.00
6/1/2038	7,535		7,535		7,535.00
9/1/2038	7,535		7,535		7,535.00
12/1/2038	7,535		7,535		7,535.00
3/1/2039	7,535		7,535		7,535.00
6/1/2039	7,535		7,535		7,535.00
9/1/2039	7,535		7,535		7,535.00
12/1/2039	7,535		7,535		7,535.00
3/1/2040	7,535		7,535		7,535.00
6/1/2040	7,535		7,535		7,535.00
9/1/2040	7,535		7,535		7,535.00
12/1/2040	7,535		7,535		7,535.00
3/1/2041	7,535		7,535		7,535.00
6/1/2041	7,535		7,535		7,535.00
9/1/2041	7,535		7,535		7,535.00
12/1/2041	7,535		7,535		7,535.00
3/1/2042	7,535		7,535		7,535.00
6/1/2042	7,535		7,535		7,535.00
9/1/2042	7,535		7,535		7,535.00
12/1/2042	7,535		7,535		7,535.00
3/1/2043	7,535		7,535		7,535.00
6/1/2043	7,535		7,535		7,535.00
9/1/2043	7,535		7,535		7,535.00
12/1/2043	7,535		7,535		7,535.00
3/1/2044	7,535		7,535		7,535.00
6/1/2044	7,535		7,535		7,535.00
9/1/2044	7,535		7,535		7,535.00
12/1/2044	7,535		7,535		7,535.00
3/1/2045	7,535		7,535		7,535.00
6/1/2045	7,535		7,535		7,535.00
9/1/2045	7,535		7,535		7,535.00
12/1/2045	7,535		7,535		7,535.00
3/1/2046	7,535		7,535		7,535.00
6/1/2046	7,535		7,535		7,535.00
9/1/2046	7,535		7,535		7,535.00
12/1/2046	7,535		7,535		7,535.00
3/1/2047	7,535		7,535		7,535.00
6/1/2047	7,535		7,535		7,535.00
9/1/2047	7,535		7,535		7,535.00
12/1/2047	7,535		7,535		7,535.00

NET DEBT SERVICE

City of Weston

IF

$1,168,000

0% Interest Rate

40 Years from the Closing Date

Date	Principal	Interest	Total Debt Service	Reserve Fund	Net Debt Service
3/1/2048	7,535		7,535		7,535.00
6/1/2048	7,535		7,535		7,535.00
9/1/2048	7,535		7,535		7,535.00
12/1/2048	7,535		7,535		7,535.00
3/1/2049	7,535		7,535		7,535.00
6/1/2049	7,535		7,535		7,535.00
9/1/2049	7,535		7,535		7,535.00
12/1/2049	7,535		7,535		7,535.00
3/1/2050	7,535		7,535		7,535.00
6/1/2050	7,535		7,535		7,535.00
9/1/2050	7,535		7,535		7,535.00
12/1/2050	7,535		7,535		7,535.00
3/1/2051	7,535		7,535		7,535.00
6/1/2051	7,536		7,536		7,536.00
	1,168,000		1,168,000	30,144.00	1,198,144.00

SCHEDULE Z

None.

SRF-BPA-1
(01/11)

BOND PURCHASE AGREEMENT

THIS WATER POLLUTION CONTROL REVOLVING FUND BOND PURCHASE AGREEMENT (the "Bond Purchase 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 WESTON (2005S-890b/C-544404-02)
(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 acquire bonds of 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 utilize moneys from the Fund to purchase the bonds of local governments to provide the financing 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 Purchase of Bonds with attachments and exhibits and an Amended Application for Purchase of Bonds also with attachments and exhibits (together, as further revised and supplemented, the "Application"), which Application is incorporated herein by this reference;

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; and

WHEREAS, the Local Government meets the "disadvantaged community" provisions of the SRF Regulations.

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

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

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

1.6 "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.

1.7 "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.

1.8 "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.

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

1.10 "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.

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

2.11 The Local Government hereby covenants and agrees to comply with all applicable laws, rules and regulations issued by the Authority, DEP or other State, federal or

local bodies in regard to the construction of the Project and operation, maintenance and use of the System.

2.12 The Local Government, commencing on the date contracts are executed for the 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 10th of each month to the DEP and the Authority.

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

ARTICLE III

Conditions to Purchase of Local Bonds; Issuance of Local Bonds

3.1 The agreement of the Authority and DEP to purchase the Local Bonds 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 Local Bonds will be expended and the procedures as to the disbursement of bond 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 Bond Purchase 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

proceeds of the Local Bonds 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 Bond Purchase 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 purchase the Local Bonds of the Local Government and the Local Government shall issue and sell the Local Bonds to the Authority, and in furtherance thereof it is agreed that the Local Government shall sell to the Authority and the Authority shall purchase 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 Local Bonds shall be secured and shall be repaid in the manner hereinafter provided in this Bond Purchase 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 Closing." Notwithstanding the foregoing, the Date of Closing shall in no event occur more than ninety (90) days after the date of execution of this Bond Purchase Agreement by the Authority or such later date as is agreed to in writing by DEP.

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 financing of wastewater treatment projects and that the obligation of the Authority to purchase the Local Bonds is subject to the Local Government's fulfilling all of the terms and conditions of this Bond Purchase Agreement on or prior to the Date of 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 bonds will be purchased 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 Local Bonds; Repayment of Local Bonds; Interest on Local Bonds; Fees and Charges

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

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

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

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

(viii) That the Authority may, by proper legal action, compel the performance of the duties of the Local Government under the Local Act, including the making and collection of sufficient rates or charges for services rendered by the System, and shall also have, in the event of a default in payment of principal of or interest on the Local Bonds, the right to obtain the appointment of a receiver to administer the System or

construction of the Project, or both, as provided by law and all rights as set forth in Section 5 of the Act;

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

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

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

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

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

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

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

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

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

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

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

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

(xxi) That the Local Government shall submit all proposed change orders to the DEP for written approval. The Local Government shall obtain the written approval of the DEP before expending any proceeds of the Local Bonds held in Acontingency@ 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 Local Bonds 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 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 purchase the Local Bonds 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 purchase the Local Bonds.

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 Bond Purchase Agreement and the Local Act. The Local Government hereby further irrevocably covenants and agrees that, as one of the conditions of the Authority to purchase the Local Bonds, 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 Bond Purchase 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 Bond Purchase Agreement.

5.3 In the event the Local Government defaults in any payment due to the Authority pursuant to this Bond Purchase Agreement, the amount of such default shall bear

interest at the interest rate of the installment of the Local Bonds 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 Bond Purchase 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 Bond Purchase Agreement.

6.2 The Local Government hereby warrants and represents that all information provided to the Authority and DEP in this Bond Purchase 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 purchasing and receiving the Local Bonds, the Authority and DEP shall have the right to cancel all or any of their obligations under this Bond Purchase Agreement if (a) any representation made to the Authority and DEP by the Local Government in connection with the issuance of the Local Bonds 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 Bond Purchase Agreement.

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

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 Bond Purchase Agreement by the Authority as soon as practicable after the Date of 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 Bond Purchase 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 Bond Purchase Agreement, and this Bond Purchase Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

7.3 This Bond Purchase 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 Bond Purchase Agreement.

7.4 No waiver by any party of any term or condition of this Bond Purchase 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 Bond Purchase Agreement.

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

7.6 By execution and delivery of this Bond Purchase 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 Bond Purchase Agreement shall terminate upon the earlier of:

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

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

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

(iv) payment in full of the principal of and interest on the Local Bonds and of any fees and charges owed by the Local Government to the Authority or DEP;

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

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

CITY OF WESTON

(SEAL)

By: _____
Its: Mayor
Date: August 16, 2011

Attest:

Its: Recorder

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

By: _____
Its: Director
Date: August 16, 2011

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

(SEAL)

By: _____
Its: Executive Director
Date: August 16, 2011

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_____

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

_____
Name of Person Completing Form

_____
Address

_____
Telephone

INSTRUCTIONS FOR COMPLETING MONTHLY FINANCIAL REPORT

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

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

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

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

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

EXHIBIT 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 Bond Purchase 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[1] has ascertained that all successful bidders have made required provisions for all insurance and payment and performance bonds and that such insurance policies or binders and such bonds have been verified for accuracy; (iv) the successful bidders received any and all addenda to the original bid documents; (v) the bid documents relating to the Project reflect the Project as approved by the DEP and the bid forms provided to the bidders contain all critical operational components of the Project; (vi) the successful bids include prices for every item on such bid forms; (vii) the uniform bid procedures were followed; (viii) the Issuer has obtained all permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the Project and operation of the System; (ix) as of the effective date thereof[2], the rates and charges for the System as adopted by the Issuer will be sufficient to comply with the provisions of the Bond Purchase 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; and (xi) attached hereto as Exhibit A is the final amended ASchedule A - Total Cost of Project; Sources of Funds and Cost of Financing@ for the Project.

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

_____

By _____
West Virginia License No. __

[SEAL]

---

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

[2]If the Rule 42 Exhibit and/or rate structure was prepared by an accountant, then insert the following: AIn 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. AUDIT REQUIREMENT (Supplement to Article IV 4.1 (b) (xi)) – Effective October 1, 2003, the Local Government that receives $500,000 or more (in federal funds) in a fiscal year must obtain audits in accordance with the Single Audit Act and the applicable OMB Circular or any successor thereto. Financial statement audits are required once all funds have been received by the Local Government.

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

D. 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.

E. CLOSING REQUIREMENTS – [Reserved].

EXHIBIT F

MONTHLY PAYMENT FORM

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

Re: [Name of bond issue]

Ladies and Gentlemen:

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

Sinking Fund:

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

Witness my signature this ___ day of_____.

[Name of Local Government]

By: _____
Authorized Officer

Enclosure: copy of check(s)

EXHIBIT G

OPINION OF BOND COUNSEL FOR LOCAL GOVERNMENT

[To Be Dated as of Date of Closing]

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

West Virginia Department of Environmental Protection
601 57th Street
Charleston, WV 25304

Ladies and Gentlemen:

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

We have examined a certified copy of proceedings and other papers relating to the authorization of (i) a bond purchase agreement dated ____, ___, including all schedules and exhibits attached thereto (the "Bond Purchase Agreement"), among the Local Government, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the ADEP@), 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 Bond Purchase Agreement. The Local Bonds are issued in the principal amount of $_____, in the form of one bond, registered as to principal only to the Authority, with principal 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 ASchedule Y@ attached to the Bond Purchase 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 Bond Purchase 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 Bond Purchase 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 Bond Purchase 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 Bond Purchase 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 Bond Purchase 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 $741,679
Purchase Price of Local Bonds $741,679

The Local Bonds shall bear no interest. Commencing December 1, 2012, principal of the Local Bonds is payable quarterly, with an administrative fee of 0.5%. Quarterly payments will be made on March 1, June 1, September 1 and December 1 of each year as set forth on the Schedule Y attached hereto and incorporated herein by reference.

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

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

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

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:

(1) (i) City of Weston Sewer Revenue Bonds, Series 1996 (West Virginia SRF Program), dated December 10, 1996, issued in the original aggregate principal amount of $1,274,287;

(ii) City of Weston Sewer Revenue Bonds, Series 2000 A (West Virginia SRF Program), dated December 20, 2000, issued in the original aggregate principal amount of $3,192,097;

(iii) City of Weston Sewer Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund), dated December 20, 2000, issued in the original aggregate principal amount of $6,250,000;

(iv) City of Weston Sewer Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund), dated June 24, 2005, issued in the original aggregate principal amount of $597,037;

(v) City of Weston Sewer Revenue Bonds, Series 2007 A (West Virginia Infrastructure Fund), dated September 18, 2007, issued in the original aggregate principal amount of $3,047,000; and

(vi) City of Weston Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), dated August 16, 2011, issued in the original aggregate principal amount of $1,168,000.

Number of New Customers: 0
Location: N/A

SCHEDULE Y
DEBT SERVICE SCHEDULE

NET DEBT SERVICE
City of Weston
CWSRF
$741,679, 0% Interest Rate
0.5% Administrative Fee, 30 years

Date of Closing: August 16,2011

Date	Principal	Interest	Total Debt Service	Reserve Fund	Admin Expense	Net Debt Service
12/1/2012	6,181		6,181	618.10	467.40	7,266.50
3/1/2013	6,181		6,181	618.10	467.40	7,266.50
6/1/2013	6,181		6,181	618.10	467.40	7,266.50
9/1/2013	6,181		6,181	618.10	467.40	7,266.50
12/1/2013	6,181		6,181	618.10	467.40	7,266.50
3/1/2014	6,181		6,181	618.10	467.40	7,266.50
6/1/2014	6,181		6,181	618.10	467.40	7,266.50
9/1/2014	6,181		6,181	618.10	467.40	7,266.50
12/1/2014	6,181		6,181	618.10	467.40	7,266.50
3/1/2015	6,181		6,181	618.10	467.40	7,266.50
6/1/2015	6,181		6,181	618.10	467.40	7,266.50
9/1/2015	6,181		6,181	618.10	467.40	7,266.50
12/1/2015	6,181		6,181	618.10	467.40	7,266.50
3/1/2016	6,181		6,181	618.10	467.40	7,266.50
6/1/2016	6,181		6,181	618.10	467.40	7,266.50
9/1/2016	6,181		6,181	618.10	467.40	7,266.50
12/1/2016	6,181		6,181	618.10	467.40	7,266.50
3/1/2017	6,181		6,181	618.10	467.40	7,266.50
6/1/2017	6,181		6,181	618.10	467.40	7,266.50
9/1/2017	6,181		6,181	618.10	467.40	7,266.50
12/1/2017	6,181		6,181	618.10	467.40	7,266.50
3/1/2018	6,181		6,181	618.10	467.40	7,266.50
6/1/2018	6,181		6,181	618.10	467.40	7,266.50
9/1/2018	6,181		6,181	618.10	467.40	7,266.50
12/1/2018	6,181		6,181	618.10	467.40	7,266.50
3/1/2019	6,181		6,181	618.10	467.40	7,266.50
6/1/2019	6,181		6,181	618.10	467.40	7,266.50
9/1/2019	6,181		6,181	618.10	467.40	7,266.50
12/1/2019	6,181		6,181	618.10	467.40	7,266.50
3/1/2020	6,181		6,181	618.10	467.40	7,266.50
6/1/2020	6,181		6,181	618.10	467.40	7,266.50
9/1/2020	6,181		6,181	618.10	467.40	7,266.50
12/1/2020	6,181		6,181	618.10	467.40	7,266.50
3/1/2021	6,181		6,181	618.10	467.40	7,266.50
6/1/2021	6,181		6,181	618.10	467.40	7,266.50
9/1/2021	6,181		6,181	618.10	467.40	7,266.50
12/1/2021	6,181		6,181	618.10	467.40	7,266.50

NET DEBT SERVICE

City of Weston

SRF

Date	Principal	Interest	Total Debt Service	Reserve Fund	Admin Expense	Net Debt Service
3/1/2022	6,181		6,181	618.10	467.40	7,266.50
6/1/2022	6,181		6,181	618.10	467.40	7,266.50
9/1/2022	6,181		6,181	618.10	467.40	7,266.50
12/1/2022	6,181		6,181		467.40	6,648.40
3/1/2023	6,181		6,181		467.40	6,648.40
6/1/2023	6,181		6,181		467.40	6,648.40
9/1/2023	6,181		6,181		467.40	6,648.40
12/1/2023	6,181		6,181		467.40	6,648.40
3/1/2024	6,181		6,181		467.40	6,648.40
6/1/2024	6,181		6,181		467.40	6,648.40
9/1/2024	6,181		6,181		467.40	6,648.40
12/1/2024	6,181		6,181		467.40	6,648.40
3/1/2025	6,181		6,181		467.40	6,648.40
6/1/2025	6,181		6,181		467.40	6,648.40
9/1/2025	6,181		6,181		467.40	6,648.40
12/1/2025	6,181		6,181		467.40	6,648.40
3/1/2026	6,181		6,181		467.40	6,648.40
6/1/2026	6,181		6,181		467.40	6,648.40
9/1/2026	6,181		6,181		467.40	6,648.40
12/1/2026	6,181		6,181		467.40	6,648.40
3/1/2027	6,181		6,181		467.40	6,648.40
6/1/2027	6,181		6,181		467.40	6,648.40
9/1/2027	6,181		6,181		467.40	6,648.40
12/1/2027	6,181		6,181		467.40	6,648.40
3/1/2028	6,181		6,181		467.40	6,648.40
6/1/2028	6,181		6,181		467.40	6,648.40
9/1/2028	6,181		6,181		467.40	6,648.40
12/1/2028	6,181		6,181		467.40	6,648.40
3/1/2029	6,181		6,181		467.40	6,648.40
6/1/2029	6,181		6,181		467.40	6,648.40
9/1/2029	6,181		6,181		467.40	6,648.40
12/1/2029	6,181		6,181		467.40	6,648.40
3/1/2030	6,181		6,181		467.40	6,648.40
6/1/2030	6,181		6,181		467.40	6,648.40
9/1/2030	6,181		6,181		467.40	6,648.40
12/1/2030	6,181		6,181		467.40	6,648.40
3/1/2031	6,181		6,181		467.40	6,648.40
6/1/2031	6,181		6,181		467.40	6,648.40
9/1/2031	6,181		6,181		467.40	6,648.40
12/1/2031	6,181		6,181		467.40	6,648.40

NET DEBT SERVICE
City of Weston
CWSRF
$741,679, 0% Interest Rate
0.5% Administrative Fee, 30 years

Date of Closing: August 16,2011

Date	Principal	Interest	Total Debt Service	Reserve Fund	Admin Expense	Net Debt Service
3/1/2032	6,181		6,181		467.40	6,648.40
6/1/2032	6,180		6,180		467.40	6,647.40
9/1/2032	6,180		6,180		467.40	6,647.40
12/1/2032	6,180		6,180		467.40	6,647.40
3/1/2033	6,180		6,180		467.40	6,647.40
6/1/2033	6,180		6,180		467.40	6,647.40
9/1/2033	6,180		6,180		467.40	6,647.40
12/1/2033	6,180		6,180		467.40	6,647.40
3/1/2034	6,180		6,180		467.40	6,647.40
6/1/2034	6,180		6,180		467.40	6,647.40
9/1/2034	6,180		6,180		467.40	6,647.40
12/1/2034	6,180		6,180		467.40	6,647.40
3/1/2035	6,180		6,180		467.40	6,647.40
6/1/2035	6,180		6,180		467.40	6,647.40
9/1/2035	6,180		6,180		467.40	6,647.40
12/1/2035	6,180		6,180		467.40	6,647.40
3/1/2036	6,180		6,180		467.40	6,647.40
6/1/2036	6,180		6,180		467.40	6,647.40
9/1/2036	6,180		6,180		467.40	6,647.40
12/1/2036	6,180		6,180		467.40	6,647.40
3/1/2037	6,180		6,180		467.40	6,647.40
6/1/2037	6,180		6,180		467.40	6,647.40
9/1/2037	6,180		6,180		467.40	6,647.40
12/1/2037	6,180		6,180		467.40	6,647.40
3/1/2038	6,180		6,180		467.40	6,647.40
6/1/2038	6,180		6,180		467.40	6,647.40
9/1/2038	6,180		6,180		467.40	6,647.40
12/1/2038	6,180		6,180		467.40	6,647.40
3/1/2039	6,180		6,180		467.40	6,647.40
6/1/2039	6,180		6,180		467.40	6,647.40
9/1/2039	6,180		6,180		467.40	6,647.40
12/1/2039	6,180		6,180		467.40	6,647.40
3/1/2040	6,180		6,180		467.40	6,647.40
6/1/2040	6,180		6,180		467.40	6,647.40
9/1/2040	6,180		6,180		467.40	6,647.40
12/1/2040	6,180		6,180		467.40	6,647.40

NET DEBT SERVICE

City of Weston

SRF

Date	Principal	Interest	Total Debt Service	Reserve Fund	Admin Expense	Net Debt Service
3/1/2041	6,180		6,180		467.40	6,647.40
6/1/2041	6,180		6,180		467.40	6,647.40
9/1/2041	6,180		6,180		467.40	6,647.40
12/1/2041	6,180		6,180		467.40	6,647.40
3/1/2042	6,180		6,180		467.40	6,647.40
6/1/2042	6,180		6,180		467.40	6,647.40
9/1/2042	6,181		6,181		467.40	6,648.40
	741,679		741,679	24,724.00	56,088.00	822,491.00

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

Entered: March 10, 2011

FINAL

3/30/2011

CASE NO. 10-1131-S-CN

WESTON SANITARY BOARD
a municipal utility,
Weston, Lewis County, West Virginia.
Application for a certificate of public convenience and necessity to construct additions and improvements to its existing sewerage system; and for approval of the financing thereof.

RECOMMENDED DECISION

PROCEDURE

On July 21, 2010, the Weston Sanitary Board (Weston or Board) filed a duly verified application for a certificate of public convenience and necessity in order to construct certain additions and improvements to its existing sewerage system at a cost not to exceed $2,217,000. Financing for the proposed project will consist of loans from the Clean Water State Revolving Fund and the West Virginia Infrastructure and Jobs Development Council in the amounts of $992,700 and $1,168,000, respectively, and a grant in the amount of $56,300 from the West Virginia Congressional Office. For Weston's residential, commercial and industrial customers, the Board reported that rates will increase across-the-board, as a result of the project, by 11% or $4.00 per month for each customer. Weston reported that it had no resale customers at this time.

By Procedural Order issued by the Commission on July 22, 2010, the Weston Sanitary Board was ordered to publish notice of its certificate application by publishing the application in a newspaper of general circulation in the counties where Weston provides service.

By Commission Order entered on August 10, 2010, this certificate proceeding was referred to the Division of Administrative Law Judges with a decision due date of December 3, 2010, if no substantial protest was received to the publication of the Notice of Filing. However, if timely substantial protest was received in response to the publication, the decision due date would be January 3, 2011. Additionally, the Commission's Order advised the Board that the Notice of Filing may be in error regarding the projected monthly increase for the residential customer. The Commission suggested that the Board review the matter and undertake appropriate action, if necessary, to rectify the matter, if a problem exists with the notice.

On August 25, 2010, Commission Staff filed an Initial and Final Joint Staff Memorandum recommending that Weston's July 22, 2010

certificate application be dismissed, without prejudice. After providing a detailed listing of the deficiencies and omissions from the Board's Rule 42 Exhibit, Staff specifically recommended that the application be dismissed, without prejudice, and later re-filed after the missing and deficient information is rectified.

On August 27, 2010, the Weston Sanitary Board filed an affidavit of publication evidencing that it had published the Notice of Filing in The Weston Democrat, a weekly newspaper, published and of general circulation in Lewis County as a Class I legal advertisement on July 28, 2010.

On September 7, 2010, the Board filed a response to Staff's August 25, 2010 Initial and Final Joint Staff Memorandum consisting of a revised Rule 42 Exhibit.

On October 1, 2010, Staff filed a Further Final Joint Staff Memorandum in response to the September 7, 2010 revised Rule 42 Exhibit. Staff recommended again that the proceeding be dismissed, without prejudice, arguing that the Board's revised billing analysis was seriously flawed and should not be utilized to design new rates. In part, Staff explained that, in its revised Rule 42 Exhibit, Weston used billing determinants from a one-month period, annualized the billing data and used the annualized data to extrapolate rates for the test year. According to Staff, the projected revenue should reconcile with reported billed revenue for the same billing period. Staff also pointed out that Weston had not filed an adopted rate ordinance with the Commission that would provide rates sufficient to support the funding proposed for the project.

On October 4, 2010, Weston filed a Motion to Toll. In its motion, the Board requested a 100-day tolling of all statutory deadlines and Commission Staff deadlines so that the rates required to fund the proposed project could be adopted.

On October 12, 2010, Weston filed an objection to the dismissal of its certificate application stating that it was "revising its Rule 42 financial exhibit as requested by Staff and will file a revised exhibit in short order."

By Commission Order entered on October 15, 2010, Weston's certificate application was tolled for 100 days and the decision due date in the matter was extended until March 14, 2011.

On December 10, 2010, the Board filed another revised Rule 42 exhibit, stating in the cover letter accompanying the revised exhibit and at Statement D, Schedule 1, that the Weston Sanitary Board will not need a rate increase for the proposed project, as current rates are sufficient to cover the expenses associated with the project. The Board also noted that, since the December 10, 2010 revised Rule 42 addressed all of Staff's concerns noted in its October 1, 2010 Further Final Joint Staff Memorandum, Staff had all the information it needed in order to make a final recommendation.

On February 3, 2011, the Board filed commitment letters from Clean Water State Revolving Fund and the West Virginia Infrastructure and Jobs Development Council for loans totaling $2,217,000.

By Procedural Order issued on February 24, 2011, the undersigned ordered Commission Staff to file its substantive recommendation on or before the close of business on March 2, 2011. Additionally, Weston was ordered to file its response to Staff's final substantive recommendation on or before March 9, 2011.

On February 25, 2011, Weston filed further comments and information requested of it by Commission Staff.

On March 1, 2011, Commission Staff filed a Second Further Final Joint Staff Memorandum containing Staff's final substantive recommendation. A copy of that recommendation was mailed to the Weston Sanitary Board on March 1, 2011.

On March 9, 2011, Weston filed a response to Staff's Further Final Joint Staff Memorandum stating that it had no objections to any of the recommendations contained in that memorandum.

DISCUSSION

The Weston Sanitary Board is under a Consent Decree to reduce the inflow and infiltration on its system. The proposed project will not serve or add any new customers; however, once constructed, it will significantly reduce the inflow and infiltration on Weston's system. Construction consists of the replacement of 3,500 feet of 8-inch gravity sanitary sewer line in the North Kittsonville area; replacement of 4,300 feet of 16-inch sewer line interceptor that runs along the West Fork River; and the construction of 500 feet of storm sewer in order to separate stormwater from the new West Fork interceptor.

On August 27, 2010, Weston filed confirmation that it had published the Notice of Filing associated with the proposed project. The affidavit filed that date confirmed that the notice was published in The Weston Democrat, a weekly newspaper, published and of general circulation in Lewis County as a Class I legal advertisement on July 28, 2010. As of today's date, no objection to the proposed project has been filed with the Commission.

All permits needed for the project have been filed, with the exception of permits from the Department of Highways and the Erosion and Sediment Control agency. No modification to Weston's NPDES or Health Department permits was required for the project.

Amendments to the proposed project were made by Weston on December 10, 2010, and February 3, 2011. After investigation and review, Commission Staff recommended that the project be approved after verifying that no rate increase was necessary for the proposed project; finding no inconsistencies with the proposed project and the Commission's rules; and substantiating that no modification to Weston's NPDES or Health Department permits was required for the project.

Although the project was originally to be funded partially with grant money and there would be an increase in rates and charges with the project, the funding scenario changed to include all loan money and no increase in rates and charges. As explained by the Commission's Financial Staff, utilizing Weston's December 10, 2010 revised Rule 42

Exhibit and revised Cash Flow Analysis filed on February 3, 2011, after certain going-level adjustments being made, Staff substantiated that the existing rates would not have to increase as a result of the borrowing associated with the project. Among other things, the adjustments decreased operation and maintenance expenses by $60,741 and increased sewer sales revenues by $212,947. In addition to the Board's going-level adjustments being accepted, going-level adjustments were also made by Commission Staff. One of Staff's going-level adjustments was to forfeited discount revenues which increased operating revenues by $5,556. Additionally, Staff increased the Board's debt service by $19,982 to reflect the annual debt service on two outstanding notes held by the Citizens Bank of Weston. After all the various adjustments, Staff's Cash Flow Analysis confirmed a cash surplus of $86,849 and debt service coverage of 124.69%.

FINDINGS OF FACT

1. The Weston Sanitary Board filed a duly verified application for a certificate of public convenience and necessity in order to construct certain additions and improvements to its existing sewerage system at a cost not to exceed $2,217,000. According to the original application, the project would be funded by loans from the Clean Water State Revolving Fund and the West Virginia Infrastructure and Jobs Development Council in the amounts of $992,7000 and $1,168,000, respectively, and a grant in the amount of $56,300 from the West Virginia Congressional Office. Also according to the original application, rates would increase across-the-board, as a result of the project, by 11% or $4.00 per month for each customer. (See, application filed on July 21, 2010, with the Public Service Commission).

2. Weston revised its application by filing a revised Rule 42 exhibit, stating that rates would not increase as a result of the project, and by changing the funding scenario so that it consisted of a Clean Water State Revolving Fund Loan in the amount of $1,049,000 and a West Virginia Infrastructure and Jobs Development Council Loan in the amount of $1,168,000. (See, revised Rule 42 Exhibit filed on December 10, 2010; revised financing notice and commitment letters filed on February 3, 2011).

3. The proposed project will replace 3,500 feet of 8-inch gravity sanitary sewer line in the North Kittsonville area; replace 4,300 feet of 16-inch sewer line interceptor that runs along the West Fork River; and allow the construction of 500 feet of storm sewer in order to separate stormwater from the new interceptor. No new customers will be added as a result of the project. (See, Second Further Final Joint Staff Memorandum filed on March 1, 2011).

4. The Weston Sanitary Board was ordered by the West Virginia Division of Environmental Protection to reduce the inflow and infiltration in Weston's system. Weston has also entered into a Consent Decree requiring it to address, in particular, the system's inflow and infiltration. Both the West Fork interceptor and the Kittsonville collection system contribute significantly to Weston's inflow and infiltration problem. (See, Second Further Final Joint Staff Memorandum filed on March 1, 2011).

5. All funding commitment letters are contained in the case file. (See, Weston's February 3, 2011 filing; Second Further Final Joint Staff Memorandum filed on March 1, 2011).

6. After investigation and review, Commission Staff recommended that the project be approved after verifying that no rate increase was necessary for the proposed project; finding no inconsistencies with the proposed project and the Commission's rules; and substantiating that no modification to Weston's NPDES or Health Department permits was required for the project. (See, Second Further Final Joint Staff Memorandum filed on March 1, 2011).

7. The Weston Sanitary Board filed an affidavit of publication evidencing that it had published the Notice of Filing in The Weston Democrat, a weekly newspaper, published and of general circulation in Lewis County as a Class I legal advertisement on July 28, 2010. As of today's date, no protest has been filed in response to that publication. (See, August 27, 2010 filing; case file generally).

CONCLUSIONS OF LAW

1. The public convenience and necessity require the proposed project; the project is financially feasible; and rates will not increase.

2. The project is fully funded and will allow the Weston Sanitary Board to satisfy the requirements of its Consent Decree and will significantly reduce the inflow and infiltration on its system.

3. A certificate of public convenience and necessity should be issued for the Board's project, as revised.

ORDER

IT IS, THEREFORE, ORDERED that the duly verified certificate application filed by the Weston Sanitary Board with the Public Service Commission on July 21, 2010, as amended, to make certain improvements to Weston's wastewater collection system in order to reduce inflow and infiltration pursuant to West Virginia Code §24-2-11, at an estimated cost of $2,217,000, be, and hereby is, approved.

IT IS FURTHER ORDERED that the financing for the project, consisting of a loan from the Clean Water State Revolving Fund Loan in the amount of $1,049,000 and a West Virginia Infrastructure and Jobs Development Council Loan in the amount of $1,168,000, be, and hereby is, approved.

IT IS FURTHER ORDERED that the Weston Sanitary Board obtain additional Commission approval, prior to construction, if the plans or scope of the project changes.

IT IS FURTHER ORDERED that, if a change in the project cost does not change project rates, no additional Commission approval is necessary; however, the Weston Sanitary Board will be required to file an affidavit executed by its certified public accountant, verifying that the Weston Sanitary Board's rates and charges are not affected.

IT IS FURTHER ORDERED that the Weston Sanitary Board file immediately upon receipt copies of all outstanding permits associated with the project, including the permits from the West Virginia Department of Highways and the Erosion and Sediment Control agency.

IT IS FURTHER ORDERED that the Weston Sanitary Board file with the Commission a copy of the engineer's certified bid tabulations for all contracts awarded for the project and submit a copy of the Certificate of Substantial Completion issued for each construction contract associated with the project, as soon as they become available.

IT IS FURTHER ORDERED that, if the project certificated herein requires the use of any West Virginia Department of Highways' rights-of-way, the Weston Sanitary Board follow all applicable rules and regulations of the Department of Highways regarding those rights-of-way.

IT IS FURTHER ORDERED that this case be, and it hereby is, stricken from the Commission's docket of open cases.

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

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

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

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

Meyishi Pearl Blair
Administrative Law Judge

MPB:s:cdk
101131aa.wpd

Affidavit of Filing

AFFIDAVIT OF PUBLICATION

STATE OF WEST VIRGINIA,

COUNTY OF LEWIS, to wit:

I, ROBERT BILLETER, being first duly sworn upon my oath, do depose and say that I am Editor of The Weston Democrat, Inc., a corporation, publisher of the newspaper entitled The Weston Democrat, a Democratic newspaper; that I have been duly authorized by the board of directors of such corporation to execute this affidavit of publication; that such newspaper has been published for more than one year prior to publication of the annexed notice described below; that such newspaper is regularly published weekly; for at least fifty weeks during the calendar year; in the Municipality of Weston, Lewis County, West Virginia; that such newspaper is a newspaper of "general circulation", as that term is defined in article three, chapter fifty-nine of the Code of West Virginia, 1931, as amended, within the publication area or areas of the aforesaid municipality and Lewis County; that such newspaper averages in length four or more pages exclusive of any cover, per issue; that such newspaper is circulated to the general public at a definite price or consideration; that such newspaper is a newspaper to which the general public resorts for passing events of a political, religious, commercial and social nature, and for the current happenings, announcements, miscellaneous reading matters, advertisements, and other notices; that the annexed notice of Filing

was duly published in said newspaper once a week for ONE weeks (Class. I), commencing with the issue of the 28th day of July, 2010 and ending with the issue of the 28th day of July, 2010; that said annexed notice was published on the following dates: July 28th 2010; and the cost of publishing said annexed notice as aforesaid was $372.60; total number of words: 3105.

Robert Billeter Editor

Taken, subscribed and sworn to before me in my said county this 25th day of August, 2010.

Shannon N. Williams

My commission expires October 23, 2019
Notary Public Lewis County, Weston Virginia.

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Shannon N. Williams
380 Keister Hollow Rd.
Weston, WV 26452
My commission expires October 23,2019

attached on back

LEGAL ADVERTISEMENT LEGAL ADVERTISEMENT LEGAL ADVERTISEMENT

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

CASE NO. 10-1131-S-CN
CITY OF WESTON
Lewis County, West Virginia

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

NOTICE OF FILING

On July 22, 2010, the City of Weston (City) filed an application, duly verified, for a Certificate to construct certain additions and improvements to its existing sewerage system in Lewis County.

The City proposes to construct certain additions and improvements to its sewerage system consisting of the installation of 3,746 linear feet of 16" ductile iron pipe, 1,185 linear feet of 8" PVC gravity sewer pipe, 1,075 linear feet of 6" gravity sewer pipe, 1,640 linear feet of 4" service lateral pipe, 256 linear feet of 18" storm drain pipe, 21 linear feet of 12" casing pipe, 35 manholes, 580 linear feet of 24" slip lining storm sewer lines, and appurtenances relating thereto (Project).

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

The City estimates that construction is not expected to exceed $2,217,000.00. It is proposed that the construction be financed by a loan from the Clean Water State Revolving Fund in the amount of $992,700.00, a loan from the West Virginia Infrastructure and Jobs Development Council in the amount of $1,168,000.00, and a grant in the amount of $56,300.00 from the West Virginia Congressional Office.

The City anticipates charging the following increased sewerage rates for its customers:

APPLICABILITY

Applicable in the entire territory served, including all current extensions or proposed extensions namely the areas of Homewood, Bendale, Deanville and Jordanville, Lewis County, West Virginia.

AVAILABILITY OF SERVICE

Available for general domestic, commercial, industrial service.

METERED RATES

For all customers with metered water supply:

	Weston City Customers	Homewood/Bendale Route 33 Jordanville/Deanville
First 2,000 gallons used per month	$10.12 per 1,000 gallons	$11.97 per 1,000 gallons
Next 3,000 gallons used per month	$10.12 per 1,000 gallons	$11.97 per 1,000 gallons
Next 20,000 gallons used per month	$7.76 per 1,000 gallons	$9.61 per 1,000 gallons
Next 225,000 gallons used per month	$6.86 per 1,000 gallons	$8.71 per 1,000 gallons
Next 112,500 gallons used per month	$5.24 per 1,000 gallons	$7.09 per 1,000 gallons

MINIMUM CHARGE

The above schedule is subject to a minimum monthly charge as follows:

a) Weston City customers: rate of $10.12/month/1,000 gallons for a minimum bill of $20.24 for 2,000 gallons.

b) Homewood/Bendale/Rt. 33/Jordanville/Deanville customers: rate of $11.97/month/1,000 gallons for a minimum bill of $23.94 for 2,000 gallons.

DELAYED PAYMENT PENALTY

The above schedule is net. On all accounts not paid in full within twenty (20) days of date of bill, ten percent (10%) will be added to the net amount shown.

WEST VIRGINIA UNIVERSITY SURCHARGE

$3.53 per 1,000 gallons per month to be charged to West Virginia University for supplying service to Jackson's Mill and the Fire School, to be in effect for the period until the Jane Lew Public Service District connects to the system.

MULTIPLE OCCUPANCY

Where multiple service is rendered through one water meter, the monthly sewer bill shall not be less than the minimum charge provided for above, multiplied by the number of families, apartments, residences, stores, offices, mobile homes (house trailers), or other units receiving water service from such meter.

UNMETERED USERS

a) In locations within the municipal boundaries of the City of Weston where the residential customer has no water meter, charges for sewer service shall be a flat monthly charge of forty-five and 54/100 Dollars ($45.54) per connection to the sewer facilities.

b) In locations outside the municipal boundaries of the City of Weston where the residential customers has no water meter, charges for sewer service shall be a flat monthly charge of fifty-three and 87/100 Dollars ($53.87) per connection to the sewer facilities.

SEWER CONNECTION (TAP) FEE

The general charge for making each service connection shall be the greater of $400.00 or the actual cost of connection (including labor and/or contracted services) to make an ordinary connection to the sewer system. The actual cost will be determined at the sole discretion of the City of Weston, acting by and through the Weston Sanitary Board.

If the tap will not flow by gravity, the customer shall provide and maintain a pump and pumping equipment according to specifications approved by the Weston Sanitary Board in addition to the above mentioned tap fees.

BULK RATE

The West Virginia-American Water Company shall be furnished sewer service at the rate of Twenty-Eight Thousand Fourteen and 00/100 Dollars ($28,014.00) per annum payable at the rate of Two Thousand Thirty-Four and 50/100 Dollars ($2,034.50) per month.

WATER DISCONNECTION AND RECONNECTION FEE

A disconnection fee of water service requested by the Weston Sanitary Board in the case of nonpayment of sewer service charges imposed by this ordinance shall be $20.00 and the reconnection fee of water service upon the payment of delinquent sewer service charges shall be $20.00.

In the event that a building or premises discharging sewage, water or other liquid waste into the municipal sanitary sewer system uses water supplied on other than a metered basis, the owner, or occupant, may be required to cause a water meter or other measuring device to be installed,

SPECIAL CHARGES

In the event that the sewage, water or other liquid waste being discharged into the sanitary sewers from any building, or premises, is determined by the City to contain unduly high concentrations of any substances which add to the operating costs of the sewerage system of said City, then the City may establish special rates and charges as to such class of buildings, or premises, or the City may require the owners, or other interested parties, to specially treat such sewage, water or other liquid waste before it is discharged into the municipal sanitary sewer system, at the user's sole cost and expense.

These rates represent the following project-related increases:

	($) INCREASE	(%) INCREASE
Residential	$4.00	11%
Commercial	$4.00	11%
Industrial	$4.00	11%

<u>These rate changes will be enacted by City Council following the municipal ordinance procedures.</u>

The City has no resale customers.

The increases shown are based on averages of all customers in the indicated class. Individual customers may receive increases that are greater or less than average. Furthermore, the requested rates and charges among the various classes of customers are only a proposal and are subject to change (increases or decreases) by the Public Service Commission in its review of this filing.

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 grant the application based on the Commission's review of the evidence submitted with the application.

957200.00002

West Virginia Infrastructure & Jobs Development Council

Public Members:
Kenneth Lowe, Jr.
Shepherdstown
Dwight Calhoun
Petersburg
Dave McComas
Prichard
Ron Justice
Morgantown

300 Summers Street, Suite 980
Charleston, West Virginia 25301
Telephone: (304) 558-4607
Facsimile: (304) 558-4609

Jefferson E. Brady, PE
Executive Director

Jefferson.Brady@verizon.net

July 31, 2007

Mr. Jon J. Tucci, Chairman
City of Weston Sanitary Board
102 West Second Street
Weston, West Virginia 26452

Re: City of Weston Sanitary Board
Sewer Project 2005S-890b Phase II
REVISED BINDING COMMITMENT

Dear Mr. Tucci:

As a result of bids for Phase I and under the terms of the previous commitment the West Virginia Infrastructure and Jobs Development Council (the "Infrastructure Council") provides this revised binding offer of an Infrastructure Fund loan of $1,168,000 (the "Loan") to the City of Weston Sanitary Board (the "City") for above referenced wastewater project (the "Project"). The Loan will be subject to the terms set forth on Schedule A attached hereto and incorporated herein by reference. The final Loan amount will be established after the City has received acceptable bids for this Phase. The Infrastructure Council will set aside a portion of the Infrastructure Fund to make the Loan upon the City's compliance with the program requirements.

All other conditions of the October 17, 2006 binding commitment remain in effect. A revised Schedule A is enclosed.

If the City has any questions regarding this commitment, please contact Jeff Brady at the above-referenced telephone number.

Sincerely,

Kenneth Lowe, Jr.

KL/jb
Attachments
cc: Jonathan Carpenter, P.E., Thrasher Environmental, Inc.
John Stump, Steptoe & Johnson

NOTE: This letter is sent in triplicate. Please acknowledge receipt and immediately return two copies to the Infrastructure Council.

City of Weston Sanitary Board

By:_____

Its: _____

Date:_____

WEST VIRGINIA INFRASTRUCTURE & JOBS DEVELOPMENT COUNCIL

City of Weston Sanitary Board
Wastewater Project 2005S-890b
Phase II
July 31, 2007

SCHEDULE A

A. Approximate Amount: $1,168,000 Loan

B. Loan: $1,168,000

1.	Maturity Date:	40 years from date of closing.
2.	Interest Rate:	0%
3.	Loan Advancement Date(s)	Monthly, upon receipt of proper requisition
4.	Debt Service Commencement:	The first quarter following completion of construction, which date must be identified prior to closing.
5.	Special Conditions:	None

NOTICE: The terms set forth above are subject to change following the receipt of construction bids.

D. Total Project Cost: $1,168,000

CITY OF WESTON

Sewer Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund); and
Sewer Revenue Bonds, Series 2011 B
(West Virginia SRF Program)

CROSS-RECEIPT FOR BOND AND BOND PROCEEDS

On the 16th day of August, 2011, 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 Weston (the "Issuer"), for and on behalf of the Issuer, hereby certify as follows:

1. On the 16th day of August, 2011, the Authority received the Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), of the Issuer, in the principal amount of $1,168,000 , numbered AR-1 (the "Series 2011 A Bonds") and the Sewer Revenue Bonds, Series 2011 B (West Virginia SRF Program), of the Issuer, in the principal amount of $741,679, numbered BR-1 (the "Series 2011 B Bonds"), each issued as a single, fully registered Bond, and each dated August 16, 2011.

2. At the time of such receipt, all the Series 2011 A Bonds and the Series 2011 B Bonds had been executed by the Mayor and the City Clerk of the Issuer, by their respective manual signatures, and the official seal of the Issuer had been affixed upon the Bonds.

3. The Issuer has received and hereby acknowledges receipt from the Authority, as the original purchaser of the Series 2011 A Bonds, of $289,149.05, being a portion of the principal amount of the Series 2011 A Bonds. The balance of the principal amount of the Series 2011 A Bonds will be advanced by the Authority and the West Virginia Infrastructure and Jobs Development Council to the Issuer as acquisition and construction of the Project progresses.

4. The Issuer has received and hereby acknowledges receipt from the Authority, as the original purchaser of the Series 2011 B Bonds, of $37,084.00, being a portion of the principal amount of the Series 2011 B Bonds. The balance of the principal amount of the Series 2011 B Bonds will be advanced by the Authority and by 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: _____
Its: Authorized Representative

CITY OF WESTON

By: _____
Its: Mayor

07.07.11
957200.00002

CITY OF WESTON

Sewer Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund); and
Sewer Revenue Bonds, Series 2011 B
(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 16th day of August, 2011.

(1) Bond No. AR-1, constituting the entire original issue of the City of Weston Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), in the principal amount of $1,168,000 (the "Series 2011 A Bonds") and Bond No. BR-1, constituting the entire original issue of the City of Weston Sewer Revenue Bonds, Series 2011 B (West Virginia SRF Program), in the principal amount of $741,679 (the "Series 2011 B Bonds"), both dated August 16, 2011 (collectively, the "Series 2011 Bonds"), executed by the Mayor and the City Clerk of the City of Weston (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 June 6, 2011, and a Supplemental Resolution duly adopted by the Issuer on August 1, 2011 (collectively, the "Bond Legislation");

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

(3) Executed counterparts of a loan agreement for the Series 2011 A Bonds, dated August 16, 2011 (the "Loan Agreement"), by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council") and a Bond Purchase Agreement for the Series 2011 B Bonds, dated August 16, 2011 (the "Bond Purchase Agreement"), by and among the Issuer, the Authority, and the West Virginia Department of Environmental Protection; and

(4) Executed opinions of nationally recognized bond counsel regarding the validity of the Loan Agreement, Bond Purchase Agreement and the Series 2011 Bonds.

You are hereby requested and authorized to deliver the Series 2011 A Bonds to the Authority upon payment to the Issuer of the sum of $289,149.05, representing a portion of the principal amount of the Series 2011 A Bonds. You are further hereby requested and authorized to deliver the Series 2011 B Bonds to the Authority upon payment to the Issuer of the sum of $37,084, representing a

portion of the principal amount of the Series 2011 B Bonds. Prior to such delivery of the Series 2011 Bonds, you will please cause the Series 2011 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 WESTON

By: _____
Its: Mayor

07.07.11
957200.00002

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF WESTON
SEWER REVENUE BONDS, SERIES 2011 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. AR-1 $1,168,000

KNOW ALL MEN BY THESE PRESENTS: That on the 16th day of Auguest, 2011, the CITY OF WESTON, a municipal corporation and political subdivision of the State of West Virginia in Lewis County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns the sum of ONE MILLION ONE HUNDRED SIXTY-EIGHT THOUSAND DOLLARS ($1,168,000), 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 December 1, 2012, to and including June 1, 2051, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference.

This Bond shall bear no interest. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the Council, dated August 16, 2011.

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"); and (ii) to pay certain costs of issuance hereof 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 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Ordinance duly enacted by the Issuer on June 6, 2011, and a Supplemental Resolution duly adopted by the Issuer on August 1, 2011 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and

secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY, WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, TO THE ISSUER'S: (I) SEWER REVENUE BONDS, SERIES 1996 (WEST VIRGINIA SRF PROGRAM), DATED DECEMBER 10, 1996, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,274,287 (THE "SERIES 1996 BONDS"); (II) SEWER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA SRF PROGRAM), DATED DECEMBER 20, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,192,097 (THE "SERIES 2000 A BONDS"); (III) SEWER REVENUE BONDS, SERIES 2000 B (WEST VIRGINIA INFRASTRUCTURE FUND), DATED DECEMBER 20, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,250,000 (THE "SERIES 2000 B BONDS"); (IV) SEWER REVENUE BONDS, SERIES 2005 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED JUNE 24, 2005, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $597,037 (THE "SERIES 2005 A BONDS"); AND (V) SEWER REVENUE BONDS, SERIES 2007 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED SEPTEMBER 18, 2007, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,047,000 (THE "SERIES 2007 A BONDS") (COLLECTIVELY, THE "PRIOR BONDS") AND (VI) THE SERIES 2011 B BONDS (WEST VIRGINIA SRF PROGRAG) DATED AUGUST 16, 2011, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $741,679 (THE "SERIES 2011 B BONDS"), ISSUED SIMULTANEOUSLY HEREWITH.

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 the Series 2011 B Bonds, and from monies in the Reserve Account created under the Bond Legislation for the Series 2011 A Bonds (the "Series 2011 A Bonds Reserve Account"), and unexpended proceeds of the Series 2011 A Bonds. Such Net Revenues shall be sufficient to pay all operating expenses of the System and the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same, except from said special fund provided from the Net Revenues, the monies in the Series 2011 A Bonds Reserve Account and unexpended proceeds of the Series 2011 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 on the Bonds and all other obligations secured by a lien on or payable from such revenue on a parity with the Series 2011 A Bonds including the Prior Bonds and the Series 2011 B Bonds; provided however, that, so long as there exists in the Series 2011 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest which will become due on the Series 2011 A Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with or junior and subordinate to the Series 2011 A Bonds, including the Series 2011 B Bonds and the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer

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

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

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

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the costs of the Project and costs of issuance 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 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 WESTON has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this Bond to be dated the day and year first written above.

[SEAL]

SPECIMEN

Mayor

ATTEST:

SPECIMEN

City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2011 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: August 16, 2011.

THE HUNTINGTON NATIONAL BANK
as Registrar

SPECIMEN

Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE
(1) $289,149.05	08/16/2011	(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

NET DEBT SERVICE

City of Weston

IF

$1,168,000

0% Interest Rate

40 Years from the Closing Date

Date	Principal	Interest	Total Debt Service	Reserve Fund	Net Debt Service
12/1/2012	7,536		7,536	753.60	8,289.60
3/1/2013	7,536		7,536	753.60	8,289.60
6/1/2013	7,536		7,536	753.60	8,289.60
9/1/2013	7,536		7,536	753.60	8,289.60
12/1/2013	7,536		7,536	753.60	8,289.60
3/1/2014	7,536		7,536	753.60	8,289.60
6/1/2014	7,536		7,536	753.60	8,289.60
9/1/2014	7,536		7,536	753.60	8,289.60
12/1/2014	7,536		7,536	753.60	8,289.60
3/1/2015	7,536		7,536	753.60	8,289.60
6/1/2015	7,536		7,536	753.60	8,289.60
9/1/2015	7,536		7,536	753.60	8,289.60
12/1/2015	7,536		7,536	753.60	8,289.60
3/1/2016	7,536		7,536	753.60	8,289.60
6/1/2016	7,536		7,536	753.60	8,289.60
9/1/2016	7,536		7,536	753.60	8,289.60
12/1/2016	7,536		7,536	753.60	8,289.60
3/1/2017	7,536		7,536	753.60	8,289.60
6/1/2017	7,536		7,536	753.60	8,289.60
9/1/2017	7,536		7,536	753.60	8,289.60
12/1/2017	7,536		7,536	753.60	8,289.60
3/1/2018	7,536		7,536	753.60	8,289.60
6/1/2018	7,536		7,536	753.60	8,289.60
9/1/2018	7,536		7,536	753.60	8,289.60
12/1/2018	7,536		7,536	753.60	8,289.60
3/1/2019	7,536		7,536	753.60	8,289.60
6/1/2019	7,536		7,536	753.60	8,289.60
9/1/2019	7,536		7,536	753.60	8,289.60
12/1/2019	7,536		7,536	753.60	8,289.60
3/1/2020	7,536		7,536	753.60	8,289.60
6/1/2020	7,536		7,536	753.60	8,289.60
9/1/2020	7,536		7,536	753.60	8,289.60
12/1/2020	7,536		7,536	753.60	8,289.60
3/1/2021	7,536		7,536	753.60	8,289.60
6/1/2021	7,536		7,536	753.60	8,289.60
9/1/2021	7,536		7,536	753.60	8,289.60
12/1/2021	7,536		7,536	753.60	8,289.60
3/1/2022	7,536		7,536	753.60	8,289.60
6/1/2022	7,536		7,536	753.60	8,289.60
9/1/2022	7,536		7,536	753.60	8,289.60
12/1/2022	7,536		7,536		7,536.00
3/1/2023	7,536		7,536		7,536.00
6/1/2023	7,536		7,536		7,536.00
9/1/2023	7,536		7,536		7,536.00
12/1/2023	7,536		7,536		7,536.00
3/1/2024	7,536		7,536		7,536.00
6/1/2024	7,536		7,536		7,536.00

NET DEBT SERVICE

City of Weston

IF

$1,168,000

0% Interest Rate

40 Years from the Closing Date

Date	Principal	Interest	Total Debt Service	Reserve Fund	Net Debt Service
9/1/2024	7,536		7,536		7,536.00
12/1/2024	7,536		7,536		7,536.00
3/1/2025	7,536		7,536		7,536.00
6/1/2025	7,536		7,536		7,536.00
9/1/2025	7,536		7,536		7,536.00
12/1/2025	7,536		7,536		7,536.00
3/1/2026	7,536		7,536		7,536.00
6/1/2026	7,536		7,536		7,536.00
9/1/2026	7,536		7,536		7,536.00
12/1/2026	7,536		7,536		7,536.00
3/1/2027	7,536		7,536		7,536.00
6/1/2027	7,536		7,536		7,536.00
9/1/2027	7,536		7,536		7,536.00
12/1/2027	7,536		7,536		7,536.00
3/1/2028	7,536		7,536		7,536.00
6/1/2028	7,536		7,536		7,536.00
9/1/2028	7,536		7,536		7,536.00
12/1/2028	7,536		7,536		7,536.00
3/1/2029	7,536		7,536		7,536.00
6/1/2029	7,536		7,536		7,536.00
9/1/2029	7,536		7,536		7,536.00
12/1/2029	7,536		7,536		7,536.00
3/1/2030	7,536		7,536		7,536.00
6/1/2030	7,536		7,536		7,536.00
9/1/2030	7,536		7,536		7,536.00
12/1/2030	7,536		7,536		7,536.00
3/1/2031	7,536		7,536		7,536.00
6/1/2031	7,535		7,535		7,535.00
9/1/2031	7,535		7,535		7,535.00
12/1/2031	7,535		7,535		7,535.00
3/1/2032	7,535		7,535		7,535.00
6/1/2032	7,535		7,535		7,535.00
9/1/2032	7,535		7,535		7,535.00
12/1/2032	7,535		7,535		7,535.00
3/1/2033	7,535		7,535		7,535.00
6/1/2033	7,535		7,535		7,535.00
9/1/2033	7,535		7,535		7,535.00
12/1/2033	7,535		7,535		7,535.00
3/1/2034	7,535		7,535		7,535.00
6/1/2034	7,535		7,535		7,535.00
9/1/2034	7,535		7,535		7,535.00
12/1/2034	7,535		7,535		7,535.00
3/1/2035	7,535		7,535		7,535.00
6/1/2035	7,535		7,535		7,535.00
9/1/2035	7,535		7,535		7,535.00
12/1/2035	7,535		7,535		7,535.00
3/1/2036	7,535		7,535		7,535.00

NET DEBT SERVICE

City of Weston

IF

$1,168,000

0% Interest Rate

40 Years from the Closing Date

Date	Principal	Interest	Total Debt Service	Reserve Fund	Net Debt Service
6/1/2036	7,535		7,535		7,535.00
9/1/2036	7,535		7,535		7,535.00
12/1/2036	7,535		7,535		7,535.00
3/1/2037	7,535		7,535		7,535.00
6/1/2037	7,535		7,535		7,535.00
9/1/2037	7,535		7,535		7,535.00
12/1/2037	7,535		7,535		7,535.00
3/1/2038	7,535		7,535		7,535.00
6/1/2038	7,535		7,535		7,535.00
9/1/2038	7,535		7,535		7,535.00
12/1/2038	7,535		7,535		7,535.00
3/1/2039	7,535		7,535		7,535.00
6/1/2039	7,535		7,535		7,535.00
9/1/2039	7,535		7,535		7,535.00
12/1/2039	7,535		7,535		7,535.00
3/1/2040	7,535		7,535		7,535.00
6/1/2040	7,535		7,535		7,535.00
9/1/2040	7,535		7,535		7,535.00
12/1/2040	7,535		7,535		7,535.00
3/1/2041	7,535		7,535		7,535.00
6/1/2041	7,535		7,535		7,535.00
9/1/2041	7,535		7,535		7,535.00
12/1/2041	7,535		7,535		7,535.00
3/1/2042	7,535		7,535		7,535.00
6/1/2042	7,535		7,535		7,535.00
9/1/2042	7,535		7,535		7,535.00
12/1/2042	7,535		7,535		7,535.00
3/1/2043	7,535		7,535		7,535.00
6/1/2043	7,535		7,535		7,535.00
9/1/2043	7,535		7,535		7,535.00
12/1/2043	7,535		7,535		7,535.00
3/1/2044	7,535		7,535		7,535.00
6/1/2044	7,535		7,535		7,535.00
9/1/2044	7,535		7,535		7,535.00
12/1/2044	7,535		7,535		7,535.00
3/1/2045	7,535		7,535		7,535.00
6/1/2045	7,535		7,535		7,535.00
9/1/2045	7,535		7,535		7,535.00
12/1/2045	7,535		7,535		7,535.00
3/1/2046	7,535		7,535		7,535.00
6/1/2046	7,535		7,535		7,535.00
9/1/2046	7,535		7,535		7,535.00
12/1/2046	7,535		7,535		7,535.00
3/1/2047	7,535		7,535		7,535.00
6/1/2047	7,535		7,535		7,535.00
9/1/2047	7,535		7,535		7,535.00
12/1/2047	7,535		7,535		7,535.00

NET DEBT SERVICE

City of Weston

IF

$1,168,000

0% Interest Rate

40 Years from the Closing Date

Date	Principal	Interest	Total Debt Service	Reserve Fund	Net Debt Service
3/1/2048	7,535		7,535		7,535.00
6/1/2048	7,535		7,535		7,535.00
9/1/2048	7,535		7,535		7,535.00
12/1/2048	7,535		7,535		7,535.00
3/1/2049	7,535		7,535		7,535.00
6/1/2049	7,535		7,535		7,535.00
9/1/2049	7,535		7,535		7,535.00
12/1/2049	7,535		7,535		7,535.00
3/1/2050	7,535		7,535		7,535.00
6/1/2050	7,535		7,535		7,535.00
9/1/2050	7,535		7,535		7,535.00
12/1/2050	7,535		7,535		7,535.00
3/1/2051	7,535		7,535		7,535.00
6/1/2051	7,536		7,536		7,536.00
	1,168,000		**1,168,000**	**30,144.00**	**1,198,144.00**

(Form of)

ASSIGNMENT

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

Dated: _____, 20_____.

_____

In the presence of:

_____

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF WESTON
SEWER REVENUE BONDS, SERIES 2011 B
(WEST VIRGINIA SRF PROGRAM)

No. BR-1 $741,679

KNOW ALL MEN BY THESE PRESENTS: That on the 16th day of August, 2011, the CITY OF WESTON, a municipal corporation and political subdivision of the State of West Virginia in Lewis 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 SEVEN HUNDRED FORTY-ONE THOUSAND SIX HUNDRED SEVENTY-NINE DOLLARS ($741,679), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as Exhibit A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing December 1, 2012, to and including September 1, 2042 as set forth on the "Debt Service Schedule" attached as Exhibit B hereto and incorporated herein by reference. The SRF Administrative Fee (as defined in the hereinafter described Bond Legislation) shall be payable quarterly on March 1, June 1, September 1, and December 1 of each year, commencing December 1, 2012, as set forth on Exhibit B attached hereto.

This Bond shall bear no interest. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Department of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Bond Purchase Agreement by and among the Issuer, the Authority, and the DEP, dated August 16, 2011.

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"); and (ii) to pay certain costs of issuance hereof 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 22 C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Ordinance duly enacted by the Issuer on June 6, 2011, and a Supplemental Resolution duly adopted by the Issuer on August 1, 2011 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for

the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY, WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, TO THE ISSUER'S: (I) SEWER REVENUE BONDS, SERIES 1996 (WEST VIRGINIA SRF PROGRAM), DATED DECEMBER 10, 1996, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,274,287 (THE "SERIES 1996 BONDS"); (II) SEWER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA SRF PROGRAM), DATED DECEMBER 20, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,192,097 (THE "SERIES 2000 A BONDS"); (III) SEWER REVENUE BONDS, SERIES 2000 B (WEST VIRGINIA INFRASTRUCTURE FUND), DATED DECEMBER 20, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,250,000 (THE "SERIES 2000 B BONDS"); (IV) SEWER REVENUE BONDS, SERIES 2005 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED JUNE 24, 2005, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $597,037 (THE "SERIES 2005 A BONDS"); AND (V) SEWER REVENUE BONDS, SERIES 2007 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED SEPTEMBER 18, 2007, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,047,000 (THE "SERIES 2007 A BONDS") (COLLECTIVELY, THE "PRIOR BONDS") AND (VI) THE SERIES 2011 A BONDS (WEST VIRGINIA INFRASTRUCTURE FUND) DATED AUGUST 16, 2011, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,168,000, (THE "SERIES 2011 A BONDS"), ISSUED SIMULTANEOUSLY HEREWITH.

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 the Series 2011 A Bonds, and from monies in the Reserve Account created under the Bond Legislation for the Series 2011 B Bonds (the "Series 2011 B Bonds Reserve Account"), and unexpended proceeds of the Series 2011 B Bonds. Such Net Revenues shall be sufficient to pay all operating expenses of the System and the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same, except from said special fund provided from the Net Revenues, the monies in the Series 2011 B Bonds Reserve Account and unexpended proceeds of the Series 2011 B Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest on the Series 2011 B Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2011 B Bonds including the Series 2011 A Bonds and the Prior Bonds; provided however, that, so long as there exists in the Series 2011 B Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest which will become due on the Series 2011 B 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 Series 2011 A Bonds and the Prior Bonds, an

amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the costs of the Project and costs of issuance 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 this Bond.

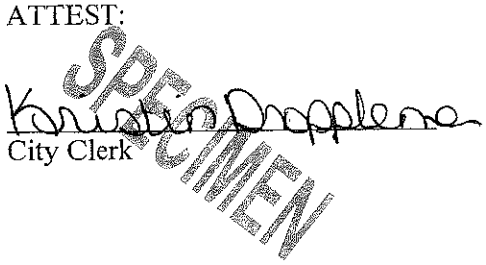
All provisions of the Bond Legislation, resolutions and statutes under which this Bond is issued shall be deemed to be a part of the contract evidenced by this Bond to the same extent as if written fully herein.

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

[SEAL]

Mayor

ATTEST:



City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2011 B Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: August 16, 2011.

THE HUNTINGTON NATIONAL BANK
as Registrar

SPECIMEN

Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	$37,084	08/16/2011	(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

NET DEBT SERVICE

City of Weston

CWSRF

$741,679, 0% Interest Rate

0.5% Administrative Fee, 30 years

Date of Closing: August 16,2011

Date	Principal	Interest	Total Debt Service	Reserve Fund	Admin Expense	Net Debt Service
12/1/2012	6,181		6,181	618.10	467.40	7,266.50
3/1/2013	6,181		6,181	618.10	467.40	7,266.50
6/1/2013	6,181		6,181	618.10	467.40	7,266.50
9/1/2013	6,181		6,181	618.10	467.40	7,266.50
12/1/2013	6,181		6,181	618.10	467.40	7,266.50
3/1/2014	6,181		6,181	618.10	467.40	7,266.50
6/1/2014	6,181		6,181	618.10	467.40	7,266.50
9/1/2014	6,181		6,181	618.10	467.40	7,266.50
12/1/2014	6,181		6,181	618.10	467.40	7,266.50
3/1/2015	6,181		6,181	618.10	467.40	7,266.50
6/1/2015	6,181		6,181	618.10	467.40	7,266.50
9/1/2015	6,181		6,181	618.10	467.40	7,266.50
12/1/2015	6,181		6,181	618.10	467.40	7,266.50
3/1/2016	6,181		6,181	618.10	467.40	7,266.50
6/1/2016	6,181		6,181	618.10	467.40	7,266.50
9/1/2016	6,181		6,181	618.10	467.40	7,266.50
12/1/2016	6,181		6,181	618.10	467.40	7,266.50
3/1/2017	6,181		6,181	618.10	467.40	7,266.50
6/1/2017	6,181		6,181	618.10	467.40	7,266.50
9/1/2017	6,181		6,181	618.10	467.40	7,266.50
12/1/2017	6,181		6,181	618.10	467.40	7,266.50
3/1/2018	6,181		6,181	618.10	467.40	7,266.50
6/1/2018	6,181		6,181	618.10	467.40	7,266.50
9/1/2018	6,181		6,181	618.10	467.40	7,266.50
12/1/2018	6,181		6,181	618.10	467.40	7,266.50
3/1/2019	6,181		6,181	618.10	467.40	7,266.50
6/1/2019	6,181		6,181	618.10	467.40	7,266.50
9/1/2019	6,181		6,181	618.10	467.40	7,266.50
12/1/2019	6,181		6,181	618.10	467.40	7,266.50
3/1/2020	6,181		6,181	618.10	467.40	7,266.50
6/1/2020	6,181		6,181	618.10	467.40	7,266.50
9/1/2020	6,181		6,181	618.10	467.40	7,266.50
12/1/2020	6,181		6,181	618.10	467.40	7,266.50
3/1/2021	6,181		6,181	618.10	467.40	7,266.50
6/1/2021	6,181		6,181	618.10	467.40	7,266.50
9/1/2021	6,181		6,181	618.10	467.40	7,266.50
12/1/2021	6,181		6,181	618.10	467.40	7,266.50

NET DEBT SERVICE

City of Weston

SRF

Date	Principal	Interest	Total Debt Service	Reserve Fund	Admin Expense	Net Debt Service
3/1/2022	6,181		6,181	618.10	467.40	7,266.50
6/1/2022	6,181		6,181	618.10	467.40	7,266.50
9/1/2022	6,181		6,181	618.10	467.40	7,266.50
12/1/2022	6,181		6,181		467.40	6,648.40
3/1/2023	6,181		6,181		467.40	6,648.40
6/1/2023	6,181		6,181		467.40	6,648.40
9/1/2023	6,181		6,181		467.40	6,648.40
12/1/2023	6,181		6,181		467.40	6,648.40
3/1/2024	6,181		6,181		467.40	6,648.40
6/1/2024	6,181		6,181		467.40	6,648.40
9/1/2024	6,181		6,181		467.40	6,648.40
12/1/2024	6,181		6,181		467.40	6,648.40
3/1/2025	6,181		6,181		467.40	6,648.40
6/1/2025	6,181		6,181		467.40	6,648.40
9/1/2025	6,181		6,181		467.40	6,648.40
12/1/2025	6,181		6,181		467.40	6,648.40
3/1/2026	6,181		6,181		467.40	6,648.40
6/1/2026	6,181		6,181		467.40	6,648.40
9/1/2026	6,181		6,181		467.40	6,648.40
12/1/2026	6,181		6,181		467.40	6,648.40
3/1/2027	6,181		6,181		467.40	6,648.40
6/1/2027	6,181		6,181		467.40	6,648.40
9/1/2027	6,181		6,181		467.40	6,648.40
12/1/2027	6,181		6,181		467.40	6,648.40
3/1/2028	6,181		6,181		467.40	6,648.40
6/1/2028	6,181		6,181		467.40	6,648.40
9/1/2028	6,181		6,181		467.40	6,648.40
12/1/2028	6,181		6,181		467.40	6,648.40
3/1/2029	6,181		6,181		467.40	6,648.40
6/1/2029	6,181		6,181		467.40	6,648.40
9/1/2029	6,181		6,181		467.40	6,648.40
12/1/2029	6,181		6,181		467.40	6,648.40
3/1/2030	6,181		6,181		467.40	6,648.40
6/1/2030	6,181		6,181		467.40	6,648.40
9/1/2030	6,181		6,181		467.40	6,648.40
12/1/2030	6,181		6,181		467.40	6,648.40
3/1/2031	6,181		6,181		467.40	6,648.40
6/1/2031	6,181		6,181		467.40	6,648.40
9/1/2031	6,181		6,181		467.40	6,648.40
12/1/2031	6,181		6,181		467.40	6,648.40

NET DEBT SERVICE

City of Weston

CWSRF

$741,679, 0% Interest Rate

0.5% Administrative Fee, 30 years

Date of Closing: August 16,2011

Date	Principal	Interest	Total Debt Service	Reserve Fund	Admin Expense	Net Debt Service
3/1/2032	6,181		6,181		467.40	6,648.40
6/1/2032	6,180		6,180		467.40	6,647.40
9/1/2032	6,180		6,180		467.40	6,647.40
12/1/2032	6,180		6,180		467.40	6,647.40
3/1/2033	6,180		6,180		467.40	6,647.40
6/1/2033	6,180		6,180		467.40	6,647.40
9/1/2033	6,180		6,180		467.40	6,647.40
12/1/2033	6,180		6,180		467.40	6,647.40
3/1/2034	6,180		6,180		467.40	6,647.40
6/1/2034	6,180		6,180		467.40	6,647.40
9/1/2034	6,180		6,180		467.40	6,647.40
12/1/2034	6,180		6,180		467.40	6,647.40
3/1/2035	6,180		6,180		467.40	6,647.40
6/1/2035	6,180		6,180		467.40	6,647.40
9/1/2035	6,180		6,180		467.40	6,647.40
12/1/2035	6,180		6,180		467.40	6,647.40
3/1/2036	6,180		6,180		467.40	6,647.40
6/1/2036	6,180		6,180		467.40	6,647.40
9/1/2036	6,180		6,180		467.40	6,647.40
12/1/2036	6,180		6,180		467.40	6,647.40
3/1/2037	6,180		6,180		467.40	6,647.40
6/1/2037	6,180		6,180		467.40	6,647.40
9/1/2037	6,180		6,180		467.40	6,647.40
12/1/2037	6,180		6,180		467.40	6,647.40
3/1/2038	6,180		6,180		467.40	6,647.40
6/1/2038	6,180		6,180		467.40	6,647.40
9/1/2038	6,180		6,180		467.40	6,647.40
12/1/2038	6,180		6,180		467.40	6,647.40
3/1/2039	6,180		6,180		467.40	6,647.40
6/1/2039	6,180		6,180		467.40	6,647.40
9/1/2039	6,180		6,180		467.40	6,647.40
12/1/2039	6,180		6,180		467.40	6,647.40
3/1/2040	6,180		6,180		467.40	6,647.40
6/1/2040	6,180		6,180		467.40	6,647.40
9/1/2040	6,180		6,180		467.40	6,647.40
12/1/2040	6,180		6,180		467.40	6,647.40

NET DEBT SERVICE

City of Weston

SRF

Date	Principal	Interest	Total Debt Service	Reserve Fund	Admin Expense	Net Debt Service
3/1/2041	6,180		6,180		467.40	6,647.40
6/1/2041	6,180		6,180		467.40	6,647.40
9/1/2041	6,180		6,180		467.40	6,647.40
12/1/2041	6,180		6,180		467.40	6,647.40
3/1/2042	6,180		6,180		467.40	6,647.40
6/1/2042	6,180		6,180		467.40	6,647.40
9/1/2042	6,181		6,181		467.40	6,648.40
	741,679		741,679	24,724.00	56,088.00	822,491.00

(Form of)

ASSIGNMENT

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

Dated: _____, 20____.

_____

In the presence of:

_____

STEPTOE & JOHNSON PLLC
ATTORNEYS AT LAW

Chase Tower, Eighth Floor
P.O. Box 1588
Charleston, WV 25326-1588
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Writer's Contact Information

August 16, 2011

City of Weston
Sewer Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund)

City of Weston
Weston, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Infrastructure and Jobs Development Council
Charleston, West Virginia

Ladies and Gentlemen:

We have served as bond counsel to the City of Weston (the "Issuer"), a municipal corporation and political subdivision of the State of West Virginia in connection with its $1,168,000 Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), 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 (i) a loan agreement dated August 16, 2011, including all schedules and exhibits attached thereto (the "Loan Agreement"), between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), and (ii) 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 $1,168,000, in the form of one bond, bearing no interest, registered as to principal only to the Authority, with principal payable quarterly on March 1, June 1, September 1, and December 1 of each year, beginning December 1, 2012, to and including June 1, 2051, all as set forth in "Schedule Y" attached to the Loan Agreement and incorporated in and made a part of the Bonds.

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

We have also examined the applicable provisions of Chapter 16, Article 13 and Chapter 31, Article 15A of the Code of West Virginia, 1931, as amended (collectively, the "Act"), and the bond ordinance duly enacted by the Issuer on June 6, 2011, as supplemented by the Supplemental Resolution duly adopted by the Issuer on August 1, 2011 (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 Council and cannot be amended so as to affect adversely the rights of the Authority or the Council or diminish the obligations of the Issuer without the written consent of the Authority and the Council.

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 and covenants substantially 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: (i) Sewer Revenue Bonds, Series 1996 (West Virginia SRF Program), dated December 10, 1996, issued in the original aggregate principal amount of $1,274,287 (the "Series 1996 Bonds"); (ii) Sewer Revenue Bonds, Series 2000 A (West Virginia SRF Program), dated December 20, 2000, issued in the original aggregate principal amount of $3,192,097 (the "Series 2000 A Bonds"); (iii) Sewer Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund), dated December 20, 2000, issued in the original aggregate principal amount of $6,250,000 (the "Series 2000 B Bonds"); (iv) Sewer Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund), dated June 24, 2005, issued in the original aggregate principal amount of $597,037 (the "Series 2005 A Bonds"); (v) Sewer Revenue Bonds, Series 2007 A (West Virginia Infrastructure Fund), dated September 18, 2007, issued in the original aggregate principal amount of $3,047,000 (the "Series 2007 A Bonds") (collectively, the "Prior Bonds") and (vi) Sewer Revenue Bonds, Series 2011 B (West Virginia SRF Program), dated August 16, 2011, issued in the original aggregate principal amount of $741,679, (the "Series 2011 B Bonds") issued contemporaneously herewith, all in accordance with the terms of the Bond Legislation.

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.

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

07.08.11
957200.00002

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Writer's Contact Information

August 16, 2011

City of Weston
Sewer Revenue Bonds, Series 2011 B
(West Virginia SRF Program)

City of Weston
Weston, 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 Weston (the "Issuer"), a municipal corporation and political subdivision of the State of West Virginia in connection with its $741,679 Sewer Revenue Bonds, Series 2011 B (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 (i) a bond purchase agreement dated August 16, 2011, including all schedules and exhibits attached thereto (the "Bond Purchase Agreement"), among the Issuer, the West Virginia Water Development Authority (the "Authority"), and the West Virginia Department of Environmental Protection (the "DEP"), and (ii) the Bonds to be purchased by the Authority in accordance with the provisions of the Bond Purchase Agreement. The Bonds are issued in the principal amount of $741,679, in the form of one bond, bearing no interest, registered as to principal only to the Authority, with principal payable quarterly on March 1, June 1, September 1, and December 1 of each year, beginning December 1, 2012, to and including September 1, 2042, all as set forth in "Schedule Y" attached to the Bond Purchase Agreement and incorporated in and made a part of the Bonds. The Series 2011 B Bonds are subject to the SRF Administrative Fee equal to 0.5% of the principal amount of the Series 2011 B Bonds as set forth in the Schedule Y attached to the Bond Purchase Agreement.

The Bonds are issued for the purposes of (i) paying 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") and (ii) 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 June 6, 2011, as supplemented by the Supplemental Resolution duly adopted by the Issuer on August 1, 2011 (collectively, the "Bond Legislation"), pursuant to and under which Act and Bond Legislation the Bonds are authorized and issued, and the Bond Purchase

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 Bond Purchase 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 Bond Purchase 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 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 and covenants substantially in the form of those set forth in Section 4.1 of the Bond Purchase 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: (i) Sewer Revenue Bonds, Series 1996 (West Virginia SRF Program), dated December 10, 1996, issued in the original aggregate principal amount of $1,274,287 (the "Series 1996 Bonds"); (ii) Sewer Revenue Bonds, Series 2000 A (West Virginia SRF Program), dated December 20, 2000, issued in the original aggregate principal amount of $3,192,097 (the "Series 2000 A Bonds"); (iii) Sewer Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund), dated December 20, 2000, issued in the original aggregate principal amount of $6,250,000 (the "Series 2000 B Bonds"); (iv) Sewer Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund), dated June 24, 2005, issued in the original aggregate principal amount of $597,037 (the "Series 2005 A Bonds"); (v) Sewer Revenue Bonds, Series 2007 A (West Virginia Infrastructure Fund), dated September 18, 2007, issued in the original aggregate principal amount of $3,047,000 (the "Series 2007 A Bonds") (collectively, the "Prior Bonds") and (vi) Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), dated August 16, 2011, issued in the original aggregate principal amount of $1,168,000, (the "Series 2011 A Bonds") issued contemporaneously herewith, all in accordance with the terms of the Bond Legislation.

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.

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 BR-1, and in our opinion the form of said bond and its execution and authentication are regular and proper.

Very truly yours,

STEPTOE & JOHNSON PLLC

07.08.11
957200.00002

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August 16, 2011

City of Weston
Sewer Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund); and
Sewer Revenue Bonds, Series 2011 B
(West Virginia SRF Program)

City of Weston
Weston Sanitary Board
Weston, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Infrastructure and Jobs Development Council
Charleston, West Virginia

West Virginia Department of Environmental Protection
Charleston, West Virginia

Ladies and Gentlemen:

I am counsel to the City of Weston acting by and through the Weston Sanitary Board in Lewis County, West Virginia (the "Issuer"). As such counsel, I have examined copies of the approving opinion of Steptoe & Johnson PLLC, as bond counsel, a loan agreement for the Series 2011 A Bonds, dated August 16, 2011, including all schedules and exhibits attached thereto, by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), a bond purchase agreement for the Series 2011 B Bonds, dated August 16, 2011, including all schedules and exhibits attached thereto, by and among the Issuer, the Authority and the West Virginia Department of Environmental Protection (the "DEP") (the "Bond Purchase Agreement"), a Bond Ordinance duly enacted by the Issuer on June 6, 2011, as supplemented by a Supplemental Resolution duly adopted by the Issuer on August 1, 2011 (collectively, the "Bond Legislation"), and other documents relating to the above-captioned Bonds of the Issuer (the "Bonds"). All capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Bond Legislation, Loan Agreement and the Bond Purchase Agreement when used herein.

I am of the opinion that:

1. The Issuer has been duly created and is validly existing as a municipal corporation and political subdivision of the State of West Virginia, and the Mayor, City Clerk and members of the council of the Issuer have been duly and properly elected or appointed, as applicable, have taken the requisite oaths, and are authorized to act on behalf of the Issuer in their respective capacities.

2. The Loan Agreement and Bond Purchase Agreement have been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties thereto, constitute valid and binding agreements 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, the Bond Purchase Agreement and the consummation of the transactions contemplated by the Bonds, the Loan Agreement, the Bond Purchase 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.

5. The Issuer has received all permits, licenses, approvals, consents, exemptions, orders, certificates and authorizations necessary for the issuance of the Bonds, the acquisition and construction of the Project, the operation of the System and the imposition of rates and charges for use of the System, including, without limitation, the receipt of all requisite orders and approvals from the DEP, the Council and the Public Service Commission of West Virginia, and has taken any other action required for the imposition of such rates and charges, including, without limitation, the enactment of an ordinance dated April 10, 2007. Such ordinance remains in full force and effect.

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

7. 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 Issuer, 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 Issuer, 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; (3) have been executed by duly authorized representatives of the proper parties; (4) meet the requirements of the Act, the Bond Legislation, the Loan Agreement and the Bond Purchase 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,

WEBER & WEBER

STEPTOE & JOHNSON PLLC
ATTORNEYS AT LAW

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Writer's Contact Information

August 16, 2011

City of Weston
Sewer Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund); and
Sewer Revenue Bonds, Series 2011 B
(West Virginia SRF Program)

City of Weston
Weston, West Virginia

West Virginia Department of Environmental Protection
Charleston, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

Ladies and Gentlemen:

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

We are of the opinion that the Issuer has received all orders and approvals from the Public Service Commission of West Virginia, including the Recommended Decision entered March 10, 2011, which became Final Order on March 30, 2011, in Case No. 10-1131-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. The time for appeal of Order has expired prior to the date hereof. Such Order remains in full force and effect.

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

Very truly yours,

STEPTOE & JOHNSON PLLC

957200.00002

CH5403078

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July 29, 2011

WV Infrastructure and Jobs Development Council
180 Association Drive
North Gate Business Park
Charleston, WV 25311

West Virginia Department of Environmental Protection
601 57th Street SE
Charleston, West Virginia 25304

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

FINAL TITLE OPINION

RE: City of Weston, Weston Sanitary Board Easement Plans
West Fork Interceptor and North Kitsonville Sewer System
Improvement Project
IJDC Project No. 2009S-1110
SRF No. C-544404-02

Dear Ladies/Gentlemen:

This firm represents the City of Weston, acting by and through the Weston Sanitary Board, (the "City"), with regard to the proposed project to upgrade and improvement to the City's sewer facilities, together with all appurtenant facilities (the "Project"), (as set forth in the caption above), and provides this Final Title Opinion on behalf of the City to satisfy the requirements of the West Virginia Department of Environmental Protection (the "DEP") and the West Virginia Infrastructure and Jobs Development Council (the "Council") with regard to the financing proposed for the Project.

Please be advised of the following:

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

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

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

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

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

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

I am,

Sincerely yours,

W. T. WEBER, III

WTW,III/caa

xc: Jonathan Carpenter. P.E.- Thrasher Engineering Inc.
John C. Stump, Esquire
Julia Spelsberg-City of Weston, WSB

CITY OF WESTON

Sewer Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund); and
Sewer Revenue Bonds, Series 2011 B
(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 AND BOND PURCHASE AGREEMENT
11. INSURANCE
12. VERIFICATION OF SCHEDULE
13. RATES
14. SIGNATURES AND DELIVERY
15. BOND PROCEEDS
16. PUBLICATION AND PUBLIC HEARING ON BOND ORDINANCE
17. PUBLIC SERVICE COMMISSION ORDER
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 CITY CLERK of the City of Weston in Lewis County, West Virginia (the "Issuer"), and the undersigned COUNSEL TO THE ISSUER hereby certifies on this 16th day of August, 2011 in connection with the Issuer's Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund) and Sewer Revenue Bonds, Series 2011 B (West Virginia SRF Program), both dated the date hereof (collectively, the "Series 2011 Bonds" or individually, the "Series 2011 A Bonds" and the "Series 2011 B Bonds," respectively), as follows:

1. TERMS: All capitalized words and terms used in this General Certificate and not otherwise defined herein shall have the same meaning as set forth in the Bond Ordinance of the Issuer duly enacted June 6, 2011, and the Supplemental Resolution duly adopted August 1, 2011 (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 2011 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 2011 Bonds, or any proceedings of the Issuer taken with respect to the issuance or sale of the Series 2011 Bonds, the pledge or application of the Gross Revenues or any other moneys or security provided for the payment of the Series 2011 Bonds or the existence or the powers of the Issuer insofar as they relate to the authorization, sale and issuance of the Series 2011 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 2011 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 2011 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 Bond Purchase Agreement, and the Issuer has met all conditions prescribed in the Loan Agreement and Bond Purchase Agreement. The Issuer has or can provide the financial, institutional, legal and managerial capabilities necessary to complete the Project.

There are outstanding obligations of the Issuer which will rank on a parity with the Series 2011 Bonds as to liens, pledge, source of and security for payment, being the Issuer's: (i) Sewer Revenue Bonds, Series 1996 (West Virginia SRF Program), dated December 10, 1996, issued in the original aggregate principal amount of $1,274,287 (the "Series 1996 Bonds"); (ii) Sewer Revenue Bonds, Series 2000 A (West Virginia SRF Program), dated December 20, 2000, issued in the original aggregate principal amount of $3,192,097 (the "Series 2000 A Bonds"); (iii) Sewer Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund), dated December 20, 2000, issued in the original aggregate principal amount of $6,250,000 (the "Series 2000 B Bonds"); (iv) Sewer Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund), dated June 24, 2005, issued in the original aggregate principal amount of $597,037 (the "Series 2005 A Bonds"); and (v) Sewer Revenue Bonds, Series 2007 A (West Virginia Infrastructure Fund), dated September 18, 2007, issued in the original aggregate principal amount of $3,047,000 (the "Series 2007 A Bonds") (collectively, the "Prior Bonds"). The Issuer is current on all Prior Bonds' payments and is in compliance with all covenants and requirements of the Prior Ordinance.

The Series 2011 Bonds shall be issued on a parity with the Prior Bonds, with respect to liens, pledge, source of and security for payment and in all other respects. The Issuer has obtained (i) a 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 registered owners of the Prior Bonds to the issuance of the Series 2011 Bonds on a parity with the Prior Bonds. Other than the Prior Bonds, there are no other bonds, notes or other obligations of the Issuer which are secured by revenues or assets of the System.

5. CERTIFICATION OF COPIES OF DOCUMENTS: The copies of the below-listed documents hereto attached or delivered herewith or heretofore delivered are true, correct and

complete copies of the originals of the documents of which they purport to be copies, and such original documents are in full force and effect and have not been repealed, rescinded, amended or changed in any way unless modification appears from later documents also listed below:

Bond Ordinance

Supplemental Resolution

Loan Agreement for Series 2011 A Bonds

Bond Purchase Agreement for Series 2011 B Bonds

Public Service Commission Orders

Infrastructure Council Approval

City Charter

Ordinance creating Sanitary Board

Petition of Sanitary Board

Oaths of Office of Officers and Councilmembers

Resolution on Open Governmental Proceedings Rules

Sewer Rate Ordinance

Minutes on Enactment of Sewer Rate Ordinance and Notice of Public Hearing

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

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

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

Prior Bond Ordinance and Supplemental Resolution

Consent of WDA to Issuance of Parity Bonds

Evidence of Insurance

6. INCUMBENCY AND OFFICIAL NAME: The proper corporate title of the Issuer is "City of Weston". The Issuer is a municipal corporation in Lewis 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, City Clerk and four (4) councilmembers, all duly

elected or appointed, as applicable, qualified and acting, and whose names and dates of commencement and termination of current terms of office are as follows:

Name	Date of Commencement of Office	Date of Termination of Office
Julia Spelsberg, Mayor	July 1, 2011	June 30, 2015
James Oldaker, Councilmember	July 1, 2011	June 30, 2015
Terry Cogar, Councilmember	July 1, 2011	June 30, 2015
David Blake, Councilmember	July 1, 2011	June 30, 2015
Roger Gaines, Councilmember	July 1, 2011	June 30, 2015

The duly elected or appointed members of the Sanitary Board for 2011 are as follows:

Name
Julia Spelsburg, Mayor
Frank Angotti
Thomas Pickens
Chad Boram, P.E.

The duly appointed City Clerk is Kristin Droppleman. The duly appointed and acting Counsel to the Issuer is Weber & Weber, in Weston, West Virginia and Special PSC Counsel is Steptoe & Johnson PLLC, in 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 2011 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 2011 Bonds and the acquisition, construction, operation and financing of the Project or the System were authorized or adopted at regular or special meetings of the Governing Body of the Issuer duly and regularly called and held pursuant to the Rules of Procedure of the Governing Body and all applicable statutes, including, particularly and without limitation, Chapter 6, Article 9A of the West Virginia Code of 1931, as amended, and a quorum of duly elected or appointed, as applicable, qualified and acting

members of the Governing Body was present and acting at all times during all such meetings. All notices required to be posted and/or published were so posted and/or published.

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

10. LOAN AGREEMENT AND BOND PURCHASE AGREEMENT: As of the date hereof, (i) the representations of the Issuer contained in the Loan Agreement and Bond Purchase Agreement are true and correct in all material respects as if made on the date hereof; (ii) the Loan Agreement and Bond Purchase Agreement do 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 and Bond Purchase 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 and Bond Purchase Agreement not misleading; and (iv) the Issuer is in compliance with the Loan Agreement and Bond Purchase Agreement.

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

11. INSURANCE: The Issuer will maintain or, as appropriate, will require all contractors to maintain worker's compensation, public liability, property damage insurance, standard hazard insurance, builder's risk insurance, flood insurance and business interruption insurance, where applicable, in accordance with the Bond Legislation, the Loan Agreement and the Bond Purchase Agreement. All insurance for the System required by the Bond Legislation 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 April 10, 2007, setting rates and charges of the System. The time for appeal of such Order has expired prior to the date hereof without any appeal and such rates are currently in full force and effect.

14. SIGNATURES AND DELIVERY: On the date hereof, the undersigned Mayor did officially sign all of the Series 2011 Bonds of the aforesaid issue, consisting upon original issuance of a single Bond of each series, dated the date hereof, by his or her manual signature, and the undersigned City Clerk did officially cause the official seal of the Issuer to be affixed upon said Series 2011 Bonds and to be attested by his or her manual signature, and the Registrar did officially authenticate and deliver the Series 2011 Bonds to a representative of the Authority as the original purchaser of the Series 2011

Bonds under the Loan Agreement and Bond Purchase Agreement. Said official seal of the Issuer is also impressed above the signatures appearing on this certificate.

15. BOND PROCEEDS: On the date hereof, the Issuer received $289,149.05 from the Authority and the Council, being a portion of the principal amount of the Series 2011 A Bonds and $37,084 from the Authority and the DEP, being a portion of the principal amount of the Series 2011 B Bonds. The balance of the principal amount of the Series 2011 A Bonds and the Series 2011 B Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

16. PUBLICATION AND PUBLIC HEARING ON BOND ORDINANCE: Upon adoption of the Bond Ordinance, an abstract thereof, determined by the Governing Body to contain sufficient information as to give notice of the contents thereof, was published once each week for 2 successive weeks, with not less than 6 full days between each publication, the first such publication occurring not less than 10 days before the date stated below for the public hearing, in *The Weston Democrat*, a qualified newspaper of general circulation in the City of Weston, no newspaper being published therein, together with a notice to all persons concerned, stating that the Bond Ordinance had been adopted and that the Issuer contemplated the issuance of the Series 2011 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 16th day of August, 2011, at 6:00 p.m., at the Weston City Hall and present protests, and stating that a certified copy of the Bond Ordinance was on file at the office of the City Clerk of the Issuer for review by interested parties during the office hours of the Issuer. At such hearing all objections and suggestions were heard by the Governing Body and the Bond Ordinance became finally adopted, enacted and effective as of the date of such public hearing, and remains in full force and effect.

17. PUBLIC SERVICE COMMISSION ORDER: The Issuer has received the Recommended Decision dated March 10, 2011 which became a Final Order on March 30, 2011 of the Public Service Commission of West Virginia in Case No. 10-1131-S-CN, granting to the Issuer a certificate of public convenience and necessity for the Project and approving the financing for the Project. The time for appeal of such Final Order has expired prior to the date hereof without any appeal. Such order remains in full force and effect.

18. SPECIMEN BONDS: Delivered concurrently herewith are true and accurate specimens of the Series 2011 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 2011 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 WESTON on this the day and year first above written.

[CORPORATE SEAL]

SIGNATURE	OFFICIAL TITLE
_____	Mayor
_____	City Clerk
_____	Counsel to Issuer
_____	Special PSC Counsel

07.08.11
957200.00002

CITY OF WESTON

Sewer Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund); and
Sewer Revenue Bonds, Series 2011 B
(West Virginia SRF Program)

CERTIFICATE AS TO USE OF PROCEEDS

The undersigned Mayor of the City of Weston in Lewis County, West Virginia (the "Issuer"), being the official of the Issuer duly charged with the responsibility for the issuance of $1,168,000 Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), and $741,679 Sewer Revenue Bonds, Series 2011 B (West Virginia SRF Program), of the Issuer, dated August 16, 2011 (the "Bonds" or the "Series 2011 Bonds"), hereby certifies on the 16th day of August, 2011, 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 June 6, 2011, as supplemented by Supplemental Resolution duly adopted by the Issuer on August 1, 2011 (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 August 16, 2011, the date on which the Bonds are being physically delivered in exchange for an initial advance of $289,149.05, being a portion of the principal amount of the Series 2011 A Bonds and $37,084, being a portion of the principal amount of the Series 2011 B 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") or the West Virginia Infrastructure and Jobs Development Council (the "Council"), as the case may be, from which the proceeds of the Bonds are derived, to lose their status as tax-exempt bonds. The Issuer hereby covenants to take all actions necessary to comply with such covenant.

5. The Series 2011 A Bonds were sold on August 16, 2011, to the Authority, pursuant to a loan agreement dated August 16, 2011, by and between the Issuer and the Authority, on behalf of the Council, for an aggregate purchase price of $1,168,000 (100% of par) (the "Loan Agreement"), at which time, the Issuer received $289,149.05 from the Authority and the Council, being the first advance of the principal amount of the Series 2011 A Bonds. No accrued interest has been or

will be paid on the Series 2011 A Bonds. The balance of the principal amount of the Series 2011 A Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

6. The Series 2011 B Bonds were sold on August 16, 2011, to the Authority, pursuant to a bond purchase agreement dated August 16, 2011, by and among the Issuer, the Authority and the West Virginia Department of Environmental Protection (the "DEP"), for an aggregate purchase price of $741,679 (100% of par) (the "Bond Purchase Agreement"), at which time, the Issuer received $37,084 from the Authority and the DEP, being the first advance of the principal amount of the Series 2011 B Bonds. No accrued interest has been or will be paid on the Series 2011 B Bonds. The balance of the principal amount of the Series 2011 B Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

7. The Series 2011 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 additions, betterments and improvements to the existing sewerage system of the Issuer (the "Project"); and (ii) paying certain costs of issuance of the Bonds and related costs.

8. 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 2011 A Bonds Reserve Account or the Series 2011 B Bonds Reserve Account, if any, all of the proceeds from the sale of the Bonds, together with any investment earnings thereon, will be expended for payment of costs of the Project on or before September 1, 2012. The acquisition and construction of the Project is expected to be completed by March 1, 2012.

9. The total cost of the Project is estimated at $1,909,679. Sources and uses of funds for the Project are as follows:

SOURCES	
Proceeds of the Series 2011 A Bonds	$1,168,000
Proceeds of the Series 2011 B Bonds	$741,679
Total Sources	$1,909,679
USES	
Costs of Acquisition and Construction of the Project	$1,876,679
Costs of Issuance	$33,000
Total Uses	$1,909,679

10. Pursuant to Article V of the Bond Ordinance, the following special funds or accounts have been created or continued relative to the Series 2011 Bonds:

(1) Revenue Fund;

(2) Series 2011 Bonds Construction Trust Fund;

(3) Series 2011 A Bonds Sinking Fund;

(4) Series 2011 A Bonds Reserve Account;

(5) Series 2011 B Bonds Sinking Fund; and

(6) Series 2011 B Bonds Reserve Account.

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

(1) Proceeds of the Series 2011 A Bonds in the amount of $-0- will be deposited with the Commission in the Series 2011 A Bonds Reserve Account.

(2) Proceeds of the Series 2011 B Bonds in the amount of $-0- will be deposited with the Commission in the Series 2011 B Bonds Reserve Account.

(3) As the Issuer receives advances of the remaining monies derived from the sale of the Series 2011 A Bonds, such monies shall be deposited with the Depository Bank in the Series 2011 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 2011 A Bonds.

(4) As the Issuer receives advances of the remaining monies derived from the sale of the Series 2011 B Bonds, such monies shall be deposited with the Depository Bank in the Series 2011 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 2011 B Bonds.

12. Monies held in the Series 2011 A Bonds Sinking Fund will be used solely to pay principal of and interest on the Series 2011 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 2011 A Bonds Sinking Fund and Series 2011 A Bonds Reserve Account, if any, will be withdrawn therefrom and deposited into the Series 2011 Bonds Construction Trust Fund during construction of the Project, and following completion of the Project, will be deposited, not less than once each year, in the Revenue Fund, and such amounts will be applied as set forth in the Bond Ordinance.

13. Monies held in the Series 2011 B Bonds Sinking Fund will be used solely to pay principal of and interest on the Series 2011 B Bonds and will not be available to meet costs of acquisition and construction of the Project. All investment earnings on monies in the Series 2011 B Bonds Sinking Fund and Series 2011 B Bonds Reserve Account, if any, will be withdrawn therefrom and deposited into the Series 2011 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.

14. 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 6 months of the date hereof.

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

16. With the exception of the amount deposited in the Series 2011 A Bonds Reserve Account, if any, or the Series 2011 B Bonds Reserve Account, if any, all of the proceeds of the Bonds will be expended on the Project within 12 months from the date of issuance thereof.

17. 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.

18. 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.

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

20. 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.

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

22. 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.

23. The Bonds are not federally guaranteed.

24. 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.

25. The Issuer has either (a) funded the Series 2011 A Bonds Reserve Account at the maximum amount of principal and interest which will mature and become due on the Series 2011 A Bonds in the then current or any succeeding year with the proceeds of the Series 2011 A Bonds, or (b) created the Series 2011 A Bonds Reserve Account which will be funded with equal payments made on a monthly basis over a 10-year period until such Series 2011 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 2011 A Bonds in the then current or any succeeding year. Monies in the Series 2011 A Bonds Reserve Account and the Series 2011 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.

26. The Issuer has either (a) funded the Series 2011 B Bonds Reserve Account at the maximum amount of principal and interest which will mature and become due on the Series 2011 B Bonds in the then current or any succeeding year with the proceeds of the Series 2011 B Bonds, or (b) created the Series 2011 B Bonds Reserve Account which will be funded with equal payments made on a monthly basis over a 10-year period until such Series 2011 B Bonds Reserve Account holds an amount equal to the maximum amount of principal and interest which will mature and become due on the Series 2011 B Bonds in the then current or any succeeding year. Monies in the Series 2011 B Bonds Reserve Account and the Series 2011 B 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.

27. 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.

28. 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.

29. 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.

30. 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 WESTON

By: _____
Its: Mayor

07.08.11
957200.00002

CITY OF WESTON

Sewer Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund); and
Sewer Revenue Bonds, Series 2011 B
(West Virginia SRF Program)

CERTIFICATE OF ENGINEER

I, Kenneth P. Moran, Registered Professional Engineer, West Virginia License No.11309, of Thrasher Engineering, Inc., Clarksburg, West Virginia, hereby certify this 16th day of August, 2011 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 Weston (the "Issuer"), to be constructed in Lewis County, West Virginia, which acquisition and construction are being permanently financed in part by the proceeds of the above-captioned bonds (collectively, the "Bonds") of the Issuer. Capitalized terms used herein and not defined herein shall have the same meaning set forth in the Bond Ordinance enacted by the Issuer on June 6, 2011, as supplemented by the Supplemental Resolution of the Issuer adopted August 1, 2011 (collectively, the "Bond Legislation"), the Loan Agreement for the Series 2011 A Bonds by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), dated August 16, 2011, and the Bond Purchase Agreement for the Series 2011 B Bonds, by and among the Issuer, the Authority and the West Virginia Department of Environmental Protection (the "DEP"), dated August 16, 2011 (collectively, the "Loan Agreements").

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

3. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Project, the Project will be constructed in general accordance with the approved plans, specifications and designs prepared by my firm and approved by the DEP, the Council and the Authority and any change orders approved by the Issuer, the Authority, the Council, 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 40 years, if properly constructed, operated and maintained, excepting anticipated replacements due to normal wear and tear; (iii) the Issuer has received bids for the acquisition and construction of the Project which are in an amount and otherwise compatible with the plan of financing set forth in the Schedule B attached hereto as Exhibit A and Weber & Weber, counsel to the Issuer, will ascertain that all successful bidders have made required provisions for all insurance and payment and performance bonds and such insurance policies or binders and such bonds will be verified for accuracy; (iv) the successful bidders received any and all addenda to

the original bid documents; (v) the successful bidders have provided the Drug-Free Workplace Affidavit as evidence of the Vendor's compliance with the provisions of Article 1D, Chapter 21 of the West Virginia Code; (vi) the successful bidders have provided the Drug-Free Workplace Affidavit as evidence of the Vendor's compliance with the provisions of Article 1D, Chapter 21 of the West Virginia Code; (vii) the bid documents relating to the Project reflect the Project as approved by the Council and 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) in reliance upon the certificate of the Issuer's certified public accountant, Jill Spencer & Associates, of even date herewith, as of the effective date thereof, the rates and charges for the System as enacted by the Issuer will be sufficient to comply with the provisions of the respective Loan Agreements; (xii) 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 Council and the DEP; and (xiii) 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.

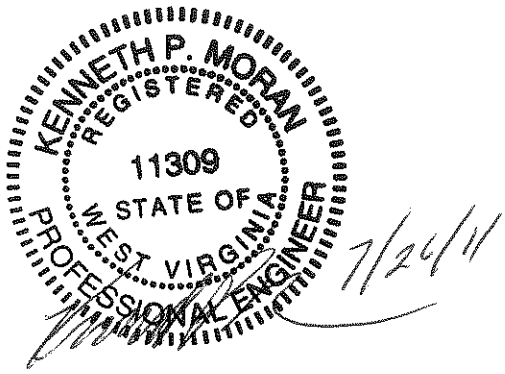
[Remainder of Page Intentionally Blank]

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

THRASHER ENGINEERING, INC.

(SEAL)

Kenneth P. Moran, P.E.
West Virginia License No. 11309



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Schedule B
City of Weston
IJDC # 2005S-890-B

A. COST OF PROJECT	TOTAL PROJECT	IJDC loan	CWSRF Loan
1 Construction	1,245,960.50	520,781.50	725,179.00
Equipment	80,000.00	80,000.00	0.00
2 Technical Services (Thrasher)			
a. Study	10,000.00	10,000.00	0.00
b. Design	125,000.00	125,000.00	0.00
c Bidding	10,000.00	10,000.00	0.00
d. Engineering during Construction	20,000.00	20,000.00	0.00
e. Resident Project Rep.	100,000.00	100,000.00	0.00
f. Add'l Services (survey; stakeout; drawings; etc)	165,500.00	165,500.00	0.00
3 Legal			
a. Legal (Weber)	20,000.00	20,000.00	0.00
b. PSC Counsel (S&J)	12,500.00	12,500.00	0.00
4 Accounting (Spencer)	7,500.00	7,500.00	0.00
5 Administrative	10,000.00	10,000.00	0.00
6 Sites & Other Lands	5,420.00	5,420.00	0.00
7 Permits	2,500.00	2,500.00	0.00
8 Contingency 5%	62,298.50	62,298.50	0.00
9 TOTAL of Lines 1 through 8	1,876,679.00	1,151,500.00	725,179.00
B. COST OF FINANCING			
10 Reserve	0.00	0.00	0.00
11 Registrar	1,000.00	500.00	500.00
12 Bond Counsel (S&J)	32,000.00	16,000.00	16,000.00
13 Total Cost of Financing (Lines 10 through 12)	33,000.00	16,500.00	16,500.00
14 Total Cost of Project (Line 9 + Line 13)	1,909,679.00	1,168,000.00	741,679.00
C. SOURCES OF FUNDS			
15 Federal Grants	0.00	0.00	0.00
16 State Grants	0.00	0.00	0.00
17 Other Grants	0.00	0.00	0.00
18 Any Other Source	0.00	0.00	0.00
19 TOTAL GRANTS (Lines 15 through 18)	0.00	0.00	0.00
20 Net Proceeds required from Bond Issue (Line 14 minus Line 19)	1,909,679.00	1,168,000.00	741,679.00

City of Weston — August 16, 2011 Date

Thrasher Engineering Inc. — August 16, 2011 Date

JONATHAN CARPENTER REGISTERED 15425 STATE OF WEST VIRGINIA PROFESSIONAL ENGINEER

Spencer CPA & Associates, P.L.L.C.

PO Box 2560
Buckhannon, WV 26201
(304)472-1928

245 N. River Avenue
Weston, WV 26452
(304)269-2269

Member: American Institute of Certified Public Accountants • WV Society of Certified Public Accountants

August 16, 2011

City of Weston
Sewer Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund) and
Sewer Revenue Bonds, Series 2011 B
(West Virginia SRF Program)

City of Weston
Weston, West Virginia

West Virginia Infrastructure and Jobs Development Council
Charleston, 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 Weston (the "Issuer"), dated April 10, 2007, and projected operation and maintenance expenses and anticipated customer usage as furnished to us by Thrasher Engineering, Inc., the Consulting Engineer 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 2011 A (West Virginia Infrastructure Fund), issued in the original aggregate principal amount of $1,168,000, and Sewer Revenue Bonds, Series 2011 B (West Virginia SRF Program), issued in the original aggregate principal amount of $741,679 (collectively, the "Bonds"), and all other obligations secured by a lien on or payable from such revenues, including the Issuer's: (i) Sewer Revenue Bonds, Series 1996 (West Virginia SRF Program), dated December 10, 1996, issued in the original aggregate principal amount of $1,274,287 (the "Series 1996 Bonds"); (ii) Sewer Revenue Bonds, Series 2000 A (West Virginia SRF Program), dated December 20, 2000, issued in the original aggregate principal amount of $3,192,097 (the "Series 2000 A Bonds"); (iii) Sewer Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund), dated December 20, 2000, issued in the original aggregate principal amount of $6,250,000 (the "Series 2000 B Bonds"); (iv) Sewer Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund), dated June 24, 2005, issued in the original aggregate principal amount of $597,037 (the "Series 2005 A Bonds"); and (v) Sewer Revenue Bonds, Series 2007 A (West Virginia Infrastructure Fund), dated September 18, 2007, issued in the original aggregate principal amount of $3,047,000 (the "Series 2007 A Bonds") (collectively, the "Prior Bonds").

It is further our opinion that the Net Revenues actually derived from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of the 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 Bonds, are not less than 115% of the largest aggregate amount that will mature and become due in any succeeding fiscal year for the principal of and interest on the Bonds and the Prior Bonds.

Very truly yours,

Jillian Spencer, CPA

AN ORDINANCE PROPOSING AMENDMENT TO THE CHARTER OF THE CITY OF WESTON

WHEREAS, a Charter Committee, comprised of citizens of the City of Weston, West Virginia, has recommended to the Mayor and Common Council of the City of Weston that the Charter of the City be amended to better meet the needs of the City and its citizens; and

WHEREAS, the Charter hereinafter set forth constitutes and encompasses those recommendations; and

WHEREAS, the Common Council of the City of Weston, being the governing body of said city, now deems it expedient and appropriate to amend the City Charter as hereinafter set forth, pursuant to the provisions of Chapter 8, Article 4, Section 8 of the Code of West Virginia;

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COMMON COUNCIL OF THE CITY OF WESTON, WEST VIRGINIA, as follows:

Subsection 1. It is proposed that the Charter of the City of Weston as it has heretofore existed be amended by striking all of the existing wording of said Charter after the words: "Sect. 1. The City of Weston established: general powers of city." and inserting in place of the stricken wording the following, to-wit:

* * *

The inhabitants of so much of the County of Lewis as constitutes the City of Weston at the time of the adoption of this Charter amendment are hereby continued and shall remain a body politic and corporate by the name of "City of Weston," and they, their successors and those added to the City through processes provided by law, shall have perpetual succession and a common seal as said City, and shall succeed to all rights, powers, and responsibilities heretofore conferred upon the City of Weston, and shall have all powers accorded to cities by the laws of the State of West Virginia.

The general purposes of the City of Weston are to:

A. provide for public elections and evaluation of public activities;
B. provide for public works, including streets and sanitary services;
C. develop natural resources and the city economy;
D. provide for public education and public health services;
E. secure the public safety by providing police and fire protection services; and for
F. all other lawful purposes declared from time to time by the Common Council.

The Council shall review these necessary purposes every five years and shall revise them when necessary to benefit the citizens of the City of Weston.

Section 2: Corporate Limits

The corporate limits of the City of Weston shall be those in effect at the date of final adoption of this Charter amendment. They may be altered from time-to-time to add and include those inhabitants of Lewis County who have entered into the body politic and corporate by annexation, election or contract, in accord with the laws of West Virginia.

A complete survey of the City shall be completed within twelve months after adoption of this Charter amendment.

Section 3: Division of Wards

The territory of the city shall be divided into wards. The wards in existence at the date of the final adoption of this Charter amendment shall be continued and remain in place until such time as they may be reconstituted by the Common Council. The boundaries of said wards, or any of them, may from time-to-time be altered, or additional wards may be created, by ordinance of the Common Council, duly spread upon its books, when by reason of the acquisition of new territory by the city, or for other lawful and compelling reason, such changes may be appropriate.

Section 4: Municipal Authorities and Officers Generally

A. **Elected Offices:** The elected municipal authorities and officers of the City who hold office at the date of the final adoption of this Charter amendment shall continue in their respective offices, with their respective powers and duties, until the 30th day of June, 2003, or until their successors shall have been elected and qualified. Should a vacancy occur in any such office prior to the 30th day of June, 2003, the vacancy shall be filled under the provisions of Section 12 of this Charter. After the 30th day of June, 2003, the elected municipal authorities and officers of the City shall consist exclusively of a Mayor and one member of Council from each ward, who together shall form a common Council. The Mayor shall serve as chairperson of the Council.

The Mayor and members of Council, before entering upon the duties of office, and within ten days of his election or appointment, give bond for the faithful performance of his or her duties, and take and subscribe an oath to faithfully and impartially discharge the duties of the office, and to support the Constitutions of the United States and the State of West Virginia. The Mayor having taken such an oath may administer the same to the Council Members and other officers. Certificates of said oath shall be recorded in the journal kept by the Council.

B. **Municipal Terms and Elections:** Commencing on the 1st day of July, 2003, the term lengths of elected municipal offices shall be four years.

C. **Appointed Officers:** Commencing on July 1, 2003, the Common Council shall appoint City officers, which shall include a City Manager, City Clerk, City Finance Manager, City Attorney, and such others as may be deemed appropriate from time-to-time by the Common Council.

Section 5: Qualifications of Mayor and Council Members

The Mayor and City Council Members, at the time of their election or appointment, shall be residents of the City and entitled to vote for the members of the Common Council.

Section 6: Powers, Duties, and Compensation of Mayor

The Mayor shall be the chief executive and chairperson of the Common Council, and shall have all powers and duties granted to municipal mayors by West Virginia law, and he or she shall be ex officio a conservator of the peace and have the power to try persons for violations of city ordinances and to convict and sentence persons therefore in accord with municipal ordinance. The Mayor shall also have the power to decide all tie votes of the Common Council.

Section 7: Powers of Council in General

The Common Council shall have all the powers requisite and necessary to govern the City in accord with the laws of West Virginia, including those set forth in Chapter 8, Article 12 of the Code of West Virginia. The Council also shall prescribe by ordinance which licenses of all kinds shall be applied for and granted, and all the terms thereof, and it shall require the payment of the taxes thereon before delivery to the person applying for any such license.

Section 8: Compensation of Mayor and Council

The salaries of the Mayor and members of Common Council for the ensuing term shall be determined by the Common Council prior to the beginning of the filing period for the next election. Their salaries shall not be diminished or increased during the term of office. The salary of Mayor is to be commensurate with that of the office of mayor, with similar duties, in municipalities of similar size in the region.

Section 9: Time for Elections

The municipal election for Mayor and members of the Common Council shall be conducted on the second Tuesday in June, 2003, and a like election conducted on said date every four years thereafter. The Common Council shall, in advance of every election, appoint election officers to conduct the election, and otherwise provide for the proper conduct thereof.

Section 10: Voting Precincts

The Common Council shall by ordinance, in accord with the laws of West Virginia, including those set forth in Chapter 8, Article 5, Section 13, as amended, of the Code of West Virginia, integrate City voting precincts with the Lewis County voting system. City precincts shall parallel the county precincts located within the city limits to the extent that it is reasonably applicable.

Section 11: Who is Entitled to Vote

All citizens of the city shall be entitled to vote in all municipal elections, except that no person who has not been registered as a voter as required by law, or who is a minor, or of

unsound mind, or who is under conviction of treason, felony, or bribery in an election, or who is not a bono fide resident of the city in which he or she offers to vote, shall be permitted to vote at such election while such disability continues.

Section 12: How Tie Vote Decided

When two or more persons shall receive an equal number of votes for mayor or member of Common Council, such tie shall be decided by the Common Council in being.

Section 13: Manner of Voting; Contested Elections; Applicability of State Election Laws

In all municipal elections, the mode of voting shall be by paper ballot or electronic voting machines. All elections in the city shall be held and conducted, and the results thereof certified, returned, and finally determined, and all election contests conducted, in accordance with the laws of the State of West Virginia relating to general elections..

Section 14: Ineligibility or Failure to Qualify

If anyone who shall have been duly elected Mayor or member of Common Council shall not have been eligible as herein prescribed, or shall refuse or fail to take the oath and give the bond required under this act, within the time prescribed, the Council shall declare the office vacant and proceed to fill the vacancy.

Section 15: Filling Vacancies in Elective Offices

Whenever a vacancy shall occur from any cause in the office of Mayor or member of Council, the Council shall immediately fill such vacancy by a vote of a majority of the Council. The appointed officer shall serve until the next scheduled election.

Section 16: When Council to Designate a Council Member to Act as Mayor

The Common Council shall, by order, designate and appoint a Council Member who shall act as Mayor in the absence from the city of the Mayor. While so acting, the Mayor Pro-tem shall be vested with all the powers and duties of the office.

Section 17: Quorum of Council

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

Section 18: Proceedings of Council Meetings to be Read, Signed, and Countersigned; Recording of Aves and Noes

At meetings of the Common Council, minutes of the proceedings of the prior meeting shall be read and corrected, if erroneous, and signed by the presiding officer, and countersigned by the City Clerk. Upon the call of any member, the ayes and noes upon

any question shall be taken and recorded in the journal, and the roll for that purpose shall be called alphabetically.

Section 19: Place and Time of Council Meetings

Regular meetings of the Common Council shall be held on the first Monday of each month except when that day is a holiday, in which event the regular monthly meeting shall be held the following day. The time for said meetings shall be set by order of Council, with public notice. However, the Council shall have the power to change the regular appointed day and time of its meetings by ordinance. The Council may by ordinance provide procedures for the call of special meetings. No business may be conducted at either a regular or special meeting unless a quorum is present. All meetings must be conducted in compliance with the West Virginia Open Governmental Proceedings Law.

Section 20: Powers and Duties of Appointed Officers

1. **The City Manager** shall be the chief city administrator, and shall supervise all city services, department chiefs, and all city employees. The City Manager, together with the City Clerk, shall develop and periodically revise a city personnel manual with qualification statements and guidelines for all appointed officer and employee positions. The City Manager shall conduct his duties in accord with policies established by the Common Council.
2. **The City Clerk** shall keep a journal of the proceedings, ordinances, acts, orders, and resolutions of the Common Council, and have charge of and preserve the records of the city, in the city building safe or vault, if there be one. The City Clerk shall also assist the Common Council and the City Manager in the supervision of all city services and shall be responsible for the keeping and periodic reporting of city record books. The City Clerk shall be the chief election officer for the City, and shall conduct all city elections in accord with the election laws of West Virginia.
3. **The City Finance Manager** shall assist the Common Council and the City Manager to supervise all city financial affairs and the annual audit of city fiscal records, and shall serve as Assessor of the value of properties for city tax purposes.
4. **The City Attorney** shall conduct city legal business, in accord with policies established by the Common Council, and shall advise the Mayor, Council, and City Manager on all legal matters pertaining to the City.

Section 21: Appointed Officers and Employees: Official Bonds

The Common Council may, by ordinance, define the duties of all appointed municipal officers and employees and allow them reasonable compensation, and shall require from all those whose duty it is to receive funds, assets or property, or have charge of the same, such bonds as they shall deem necessary or proper to ensure the faithful performance of their said duties. All officers and employees appointed by Council shall hold their office

or appointment at the will and pleasure of the Common Council, but no appointee shall hold beyond the current year for which he shall have been appointed without being reappointed by the Council.

Section 22: City Moneys; How Expenditures to be Made

All moneys belonging to the city shall be paid over to the City Financial Manager; and no money shall be paid out by him or her except pursuant to an appropriation by the Common Council, and upon an order signed by the Mayor and the City Clerk

Section 23: Regulation of Wards and Expenditures for Street Therein; Special Taxes for Specific Purposes

The Common Council shall adopt ward regulations, whether general or special, for the good of the citizens living within the wards. The Council also shall appropriate street expenditures for each of the wards based upon equity and need. The Council may authorize the collection of special assessments or taxes for specific purposes.

Section 24: Funds Must be on Hand for Appropriations and to Incur Debt; Contracts Involving Future Levy Requires Approval at Referendum

No money shall be appropriated, and no debt shall be contracted, for any purpose whatever, except that the funds to meet the same shall have been first provided by levy duly laid, in accordance with the laws of West Virginia; and no contract shall be entered into involving or anticipating future levies, unless all questions connected with the same shall have been first submitted to a vote of the people and have received three-fifths of all the votes cast for and against the same.

Section 25: Regulation Governing Franchises for use of Streets, Alleys, and Public Grounds

The Common Council shall have the power to grant franchises and the power to compel compliance with franchise obligations in accordance with West Virginia law.

Section 26: Annexation of Territory – Proceedings

The city shall have the power to annex unincorporated territory to become part of the municipality in accordance with the laws of West Virginia.

Section 27: Mayor's Court Docket

A book, well bound and indexed, to be denominated the "docket", shall be kept in the office of the Mayor, in which shall be noted each case brought before or tried by him or her, together with the proceedings therein, including a statement of the complaint, the summons, the return, the fact of appearance or non-appearance, the defense, the hearing, the judgment, the costs, in case the judgment be one of conviction, the action taken to

enforce the same. The record of each case shall be signed by the Mayor, and the original papers, if no appeal be taken, shall be kept together and preserved in his office; and the Mayor shall deliver to his/her successor the docket and all books and papers pertaining to his office.

Section 28: Duty of Council as to What May Become Lawfully Chargeable against City; Levies; Annual Publication of Revenues and Expenditures

The Common Council shall cause to be made annually and spread upon its minute book an accurate estimate of all sums which are or may become lawfully chargeable against the city and which ought to be paid within one year; and it shall order a levy of so much as will in its judgment be necessary to pay the same. Such levy shall be upon all real and personal property subject to the state and county taxes. At least once in each year the City Council shall publish in one or more newspapers of the city a statement of the revenue received from the different sources, and of the expenditures upon the different accounts, for the preceding year or portion of year, as the case may be.

Section 29: Assessment of Property by City Finance Manager in his or her Capacity as Assessor

It shall be the duty of the City Finance Manager, who shall be the assessor, to make an assessment of the property within the city subject to taxation, substantially in the manner and form in which assessments are made by the assessor of the county, and to take all lawful steps to collect all debts, fees, and taxes due to the city. The assessment, levy, and collection of such taxes shall be governed by the laws of West Virginia. Every debtor shall be personally liable for all debts owing to the municipality.

Section 30: Lien on Real Estate for Taxes, Assessments, Debts, Fines and Penalties; Enforcement of Lien

There shall be a lien on all real estate within the City for the city taxes, assessments, fines, debts, and penalties due the City from the day of the commencement of such obligation, together with interest thereon at the rate of six percent per annum. The City may enforce collection of said obligations by civil action or any other remedy provided by law.

In accordance with West Virginia law, property taxes are payable in two installments for each tax year. Collection is made by the county sheriff, who then pays over the sums due the City. The City Finance Manager shall keep an accurate account of the moneys so received. The tax property tax records of the Finance Manager shall at all times be open for inspection by any taxpayer or attorney, and he or she shall produce said books to the Common Council for inspection upon the order of Council.

Section 31: Council May Institute Proceedings for Eminent Domain

The Common Council shall have the right to institute proceedings in the name of the city to acquire real estate by eminent domain for the purposes of the public good.

Section 32: Inconsistent Acts Repealed

All acts or parts of acts inconsistent with this act are hereby repealed, but the act shall not be construed to repeal, change, or modify any previous acts not inconsistent with this act, or to take away any power heretofore conferred upon the City of Weston or its officers and authorities by general law, except so far as the same may be inconsistent with the powers hereby conferred.

* * *

Subsection 2. The ordinance shall be published in its entirety in the publication area of the City of Weston as a Class II-0 legal advertisement as set forth in Chapter 59, Article 3 of the Code of West Virginia.

Subsection 3. A public hearing to consider the proposed amendment to the Charter shall be held at the Lewis County Senior Citizens Center beginning at 6: 00 p. m. on the 7th day of January, 2002, which said date is more than 30 days after the date of the first publication as aforesaid. Any qualified voter or freeholder of the City of Weston may appear and file objections, in writing, at said hearing. If no objections are filed, the said amendment shall become operative on and after the 18th day of January, 2002, which is more than ten days after the date of said hearing.

Subsection 4. This ordinance shall take effect from and after its final passage.

Passed 1st reading December 3, 2001.
Passed 2nd reading January 18, 2002.
Effective date: January 18, 2002.

Mayor

Clerk

THE CODE OF THE CITY

OF

WESTON, WEST VIRGINIA

The Charter

and

The General Ordinances

PUBLISHED BY ORDER OF THE CITY COUNCIL

Michie City Publications Company

Charlottesville, Virginia

1972

PREFACE

This volume constitutes the first revision and codification of the general ordinances of the City of Weston, West Virginia, the 1886 "Code" having been merely a compilation of ordinances. It contains the Charter and such of the ordinances of a general and permanent nature passed on or before December 6, 1971, as were found desirable for retention, except those expressly saved from repeal by the Adopting Ordinance.

The ordinances were codified, edited and indexed by the Editorial Staff of Michie City Publications Company under the supervision of Chas. W. Sublett and Stephen C. Willard.

The publishers wish to express their appreciation for the cooperation of all the city officials and employees during the preparation of this publication. Particular acknowledgment is due Mrs. Alice B. Vance, City Attorney, for her assistance during the progress of the work.

A feature to which the attention of the user is directed is the arrangement of the chapters in alphabetical order. Attention is also directed to the analysis preceding each chapter which, in many instances, will serve as an index within itself. The general index, carried at the end of the Code, has been carefully prepared and should serve as an accurate medium for locating the individual sections of law within the Code. In the footnotes appearing throughout the Code will be found references to the Charter and the applicable and related provisions of the state law. These notes also contain cross references to other and related provisions in the City Code. By reference to the historical citations, appearing at the end of each section, the user will be able to ascertain the ordinance from which the present section has been derived.

It is a recognized fact that if any Code is to accomplish its intended purpose it must be kept up to date by means of an adequate supplemental service. Accordingly, the publishers point out the advisability and necessity of keeping this Code current.

The new City Code is presented to the officials and citizens of the City of Weston, West Virginia, in the belief that it will merit their approval.

Michie City Publications Company
Charlottesville, Virginia

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PART I.

THE CHARTER.

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§ 39. Powers, duties, compensation and bond of city collector.
§ 40. Council to prescribe which licenses shall be applied for and granted; payment of license tax before issuance of license.
§ 41. State law as to licenses.
§ 42. Expiration of licenses.
§ 43. Council may institute proceedings for condemnation.
§ 44. Council to appoint election officers and provide for proper holding of elections.
§ 45. City succeeds to rights and powers of predecessors.
§ 46. Inconsistent acts repealed.

Division 2. Charter Amendment Adopted by Ordinance of Common Council.

§ 47. Date for holding regular elections for elective officers; primary election of officers abolished; term of elective officers and when term begins.

The Charter

Division 1. Legislative Charter.

(Passed Feb. 20, 1913, in effect from passage. Approved, Feb. 25, 1913.)

Editor's note.--This division sets out the Charter of the City of Weston as enacted by chapter 90 of the Acts of 1913, (which amended and reenacted, and consolidated into one act, the Charter of 1909, as amended by chapter 77 of the Acts of 1911), as subsequently amended by 1925, Mun. Char., c. 30, and 1929, Mun. Char., c. 12. Those sections having no historical citation are as contained in 1913, c. 90.

The section catchlines have been changed in many instances to more fully indicate the subject matter of their respective sections, and are not official. A uniform system of capitalization has been adopted and words in brackets have been added for the purpose of clarity.

The legislature, in its 1969 revision and consolidation of chapters 8 and 8A of the Code of West Virginia into a new chapter 8, recognized, in section 8-1-6, "that when the provisions of existing special legislative charters are compared with and are considered in the light of the provisions of this chapter, (i.e., the new chapter 8), there are five basic possibilities as to the relationship between such charter provisions and the provisions of this chapter, namely: (1) As to any particular charter provisions, such charter provisions may be inconsistent or in conflict with the pertinent provisions of this chapter; (2) although relating to the same subject matter and although not inconsistent or in conflict with any provisions of this chapter, certain charter provisions may be sufficiently different from pertinent provisions of this chapter as to indicate, as a matter of practical construction, that either the charter provisions or the provisions of this chapter, but not both, should be applicable; (3) although varying in certain respects, certain charter provisions may be similar to and in essential harmony with corresponding provisions of this chapter; (4) as to any particular charter provisions, there may be no counterpart of such provisions in this chapter; and (5) as to any provisions of this chapter, there may be no counterpart charter provisions."

Section 8-1-6, therefore, sets forth certain rules to be applied, in addition to the usual and ordinary rules of statutory construction, with respect to construction and applicability of legislative charters, and it is sug-

gested that users of this city Code refer to W. Va. Code, § 8-1-6, in determining the present construction and applicability of any portion of the Weston Charter to any given situation.
For state law as to revising or amending the city Charter, see W. Va. Code, §§ 8-4-7, 8-4-8.

Sec. 1. The City of Weston established; general powers of city.

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

Sec. 2. Corporate limits or boundary.

[The text of this section, being a metes and bounds description of the city limits as of 1913, has been omitted. The city limits have been enlarged by annexation from time to time since 1913.]

Sec. 3. Divided into wards.[1]

The territory of said city shall be divided into four wards, bounded as follows:

First ward--Shall include all the lands in the boundary on the west side of the West Fork river.

Second ward--Shall include all the land lying between the West Fork river and the alley between and parallel to Main Street and Center Street running from Town Run to Stone Coal on a line with said alley.

Third ward--Shall include the lands lying between the said alley before named and the alley parallel and between Center and Court Streets; down to the center of Third Street; thence a southeast course along Third Street to Center Street; thence along on a line with the Buckhannon pike to the boundary line of said town.

Fourth ward--Shall include all the lands lying between the alley last mentioned to Town Run and the southeast boundary line of said city.

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1. Editor's note.--The ward boundaries as here set out are those of 1913, and are included as a matter of historical interest. Subsequent annexation of territory by the city has brought about changes in ward boundaries. The current ordinance establishing ward boundaries is not set out in this city Code, but is on file in the office of the city clerk.

Sec. 3-a. Ward boundaries may be changed and new wards added.

By order of the council, duly entered on its journal and its books of ordinances, the boundaries of said four wards, or any of them, may from time to time be changed and enlarged, or new wards may be created when by reason of the acquisitions of new territory by the city such changes, enlargements or new wards may be necessary.

Sec. 4. Municipal authorities.

The municipal authorities of said city shall consist of a mayor and one councilman from each ward, who together shall form a common council, and who shall receive such compensation as the council shall from time to time determine,[2] and which shall not be increased or diminished during their term of office.

Sec. 5. Council shall exercise corporate powers.

All the corporate powers of said corporation shall be exercised by said council, or under its authority, except when otherwise provided.

Sec. 6. Qualifications of mayor, councilmen, city attorney, chief of police, city clerk and street commissioner.

The mayor and councilmen, city attorney, chief of police, city clerk and street commissioner, at the time of their election or appointment, shall be freeholders in said city, and be entitled to vote for the members of the common council of said city, as residents and legal voters therein.

Sec. 7. Term of certain elective officers; nonelective officers shall be appointed by the common council.

The city attorney, chief of police, city clerk (who shall be the assessor) and street commissioner shall be elected to hold their respective offices for a term of two years from the first Monday in April,[3] or until their successors shall have elected and qualified, and all other officers shall be appointed by the common council.

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2. As to five hundred dollars annual salary of mayor, see Char., § 20.
3. Editor's note.--The term of all elective officers now begins on July 1 following their election, pursuant to Char., § 47.
For a case holding that the highest number of votes actually cast for a person for election to the office of Weston city attorney was a sufficient number to elect him, see Brannon v. Perkins, 127 W. Va. 103, 31 S.E.2d 898 (1944).

Sec. 8. Time for election of officers other than councilmen.[4]

On the Tuesday after the third Monday in March, one thousand nine hundred and thirteen, and biennially thereafter, there shall be elected by the qualified voters of said city a mayor, city attorney, city clerk, chief of police and street commissioner, who shall hold their respective offices for two years and until their successors shall be elected and qualified.

Sec. 9. Time for election and term of councilmen;[5] residence of councilmen by wards.

On the same day first mentioned in the preceding section one member of the council shall be elected in each ward in said city, who shall reside in the ward for which he is elected; and on the same day of each alternate year one member of the council shall be elected in each ward of the said city, whose term of office shall be two years from the first Monday in April succeeding his election, and until his successors shall be elected and qualified.

Sec. 10. Voting precincts.[6]

Each ward of said city shall constitute a voting precinct for the purpose of conducting and holding all city elections, and for the accommodation of the voters of each precinct, the city council shall designate and establish a convenient voting place in each such precinct previous to every city election. (1929, Mun. Char., c. 12.)

Sec. 11. Who entitled to vote.

Every male[7] person residing in said city shall be entitled to vote for all officers to be elected under this act, but no person who is a minor, or of unsound mind, or a pauper, or who receives aid from the treasury of said city, or who is under

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4. Editor's note.--The general election is now held on the first Tuesday in June of the odd-numbered years, as provided in Char., § 47.
5. Editor's note.--The general election is now held on the first Tuesday in June of the odd-numbered years, and elective officers now take office on the first day of July following their election, as provided in Char., § 47.
6. Editor's note.--W. Va. Code, § 8-5-13, now provides that county voter registration books be used in municipal elections, and to implement such requirements, W. Va. Code, § 3-1-6 provides that municipal voting precincts coincide, as nearly as possible, with the county precincts.
7. Editor's note.--The word "male" should be regarded as deleted, in as much as this section was enacted prior to ratification of the 19th Amendment to the Constitution of the United States which granted the franchise to women.

conviction of treason, felony or bribery in an election, or who has not resided in this state for one year, and in the City of Weston for six months prior to the election, and who is not a bona fide resident of the ward in which he offers to vote for the candidates for councilmen shall be entitled to vote at any election.

Sec. 12. Manner of voting; applicability of state election laws.[8]

In all municipal elections the mode of voting shall be by ballot, but the voter shall be left free to vote by open or sealed or secret ballot, as he may elect. All elections in said city shall be held and conducted, and the results thereof certified, returned and finally determined as nearly as practicable in accordance with the laws in force in this state relating to general elections by the people at the time such election is held; but no registration of voters shall be made unless ordered by the council of said city. The corporate authorities of said city shall perform the duties in relation to such election required by general laws of county courts and county officers.

Sec. 13. How tie vote decided.

When two or more persons shall receive an equal number of votes for councilman or other city officer, such tie shall be decided by the council in being.

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8. See also Char., § 44, as to duty of council to appoint election officers and provide for proper holding of elections.
For a case holding that the validity and effect of votes cast for a candidate at a general city election are measured, in accordance with this section, by the Constitution and pertinent statutes of the state relating to general elections, see Brannon v. Perkey, 127 W. Va. 103, 31 S.E.2d 898 (1944).
For a case holding that a legal voter may cast a ballot for any qualified and eligible person by writing the name of such persons on the official ballot at such place and in a manner that the intention of the voter is indicated as to the person and office for which the vote is cast, see Brannon v. Perkey, supra.
For a case holding that the statute [W. Va. Code, 1931, § 3-5-35, which, as amended, is now W. Va. Code, § 3-6-11] requiring a person to be elected to a state office by the highest number of votes cast is a sufficient basis for a rule applicable to the elective officer of the City of Weston, and that the highest number of votes actually cast for a person for election to the office of city attorney of Weston was a sufficient number to elect him, see Brannon v. Perkey, supra.
The system of permanent registration of voters, as required by W. Va. Code, § 8-5-13, is now applicable to elections held in this city.

Sec. 14. Contested elections.

All contested elections shall be heard and determined by the common council for the time being; and the contest shall be made and concluded in the same manner as provided for in contests for county and district officers; and the common council shall conduct the proceedings in such cases as nearly as practicable in conformity with the proceedings of the county court in such cases.

Sec. 15. Filling vacancies in elective offices.

Whenever a vacancy shall occur from any cause in the office of mayor, councilman, city attorney, city clerk, chief of police or street commissioner, or any other elective office, the council shall immediately fill such vacancy by a vote of a majority of the council until the next election.

Sec. 16. Council may provide for additional appointive officers; compensation; official bonds; residence requirements; term of office; removal from office; powers and duties of tax collector[9] and chief of police.

The council shall also have authority to provide by ordinance for the appointment of such other officers as shall be necessary and proper to carry into full force any authority, power or jurisdiction which is or shall be so vested in the said city or in council or mayor, or any officer or body of officers thereof, and to grant such officer so appointed the power necessary or proper for the purpose above mentioned. The tax collector shall have the power to collect all taxes levied and assessed by the council of said city, and all other assessments and money due the said city; and for that purpose shall have the power to distrain and sell property for the enforcement of such payment. And the said council shall, by ordinance, define the duties of all officers so elected or appointed as aforesaid, and allow them reasonable compensation, and which compensation shall not be increased or diminished during their term of office; and shall require and take from all those whose duty it is to receive funds, assets or property, or have charge of the same, such bonds, obligations and other writings as they shall deem necessary or proper to insure the faithful performance of their said duties.[1] All officers so elected or appointed by said council shall hold their office or appointment during the will and pleasure of said council, but no appointee shall hold beyond the current year for which he shall have been appointed without a new election by the said council. All officers so appointed or elected may be removed from office for malfeasance, nonfeasance or misfeasance by the council. The chief of police shall have all powers, rights and privileges within the corporate limits of said city in regard to the arrest of persons, and the execution and return of process that can be legally exercised by any constable of Lewis County

9. See also Char., § 27 as to "city treasurer," and Char., § 39 as to "city collector."

1. For a case holding that this section is silent as to whether an official bond is required of the city attorney, see Brannon v. Perkey, 128 W. Va. 103, 31 S.E.2d 898 (1944).

within the city, and he and his sureties shall be liable for all fines, penalties and forfeitures that a constable of a district is legally liable to, for any failure or dereliction in his said office, to be recovered in the same manner and in the same courts that the same fines, penalties and failures are now recoverable against such district constable. It shall be the duty of the collector of taxes to collect all city taxes, licenses, levies, assessments, and such other claims as are placed in his hands for collection by the council, and he may distrain and sell for such taxes and assessments, and he shall have in all other respects the same power as a sheriff of a county to enforce the payment and collection thereof. All officers appointed by the council must be residents of the said city at the time of their appointment, and a removal from said city shall vacate their said offices.

Sec. 17. Bond and oath of officers.[2]

All officers elected and appointed under this act shall each, before entering upon the duties of his office, and within ten days from the time of his election or appointment, give bond required from any officer, take and subscribe an oath to faithfully and impartially discharge the duties of his office, and the oath to support the Constitution of the United States, and the Constitution of the State of West Virginia. The mayor having taken such an oath may administer the same to the councilmen and other officers. Certificates of said oath shall be recorded in the journal kept by the council.

Sec. 18. Ineligibility or failure to qualify.[3]

If anyone who shall have been duly elected mayor, councilman or to any other office herein provided for, shall not have been eligible as herein prescribed, or shall refuse or fail to take the oath and give the bond required under this act, within the time prescribed, the council for the time being shall declare his office vacant and proceed to fill said vacancy by appointment as herein provided.

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2. See also Char., § 39, as to bond of city collector.
   For a case holding that the provisions of this section and section 18 of the Charter are mandatory, and that the failure of a person elected to office in the City of Weston to take the required oath and to give any such bond as may also be required, within the prescribed time, creates a vacancy in such office, to be filled by the council, see Brannon v. Perkey, 127 W. Va. 103, 31 S. E. 2d 898 (1944).
3. For a case construing this section, see Brannon v. Perkey, 127 W. Va. 103, 31 S. E. 2d 898 (1944).

Sec. 19. When elective officers shall enter upon duties of office.[4]

The elective officers shall enter upon the duties of their offices within two weeks after they have been elected and shall continue therein until their successors are elected or appointed and qualified.

Sec. 20. Powers, duties and compensation of mayor; appeals from mayor's court to circuit court.

The mayor shall be the chief executive officer of the said city, and shall take care that the orders, by-laws, ordinances, acts and resolutions of the council thereof are faithfully executed. He shall be ex officio a justice and conservator of the peace within the city, and shall, within the same, have, possess and exercise all the powers and perform all duties vested by law in a justice of the peace, except that he shall have no jurisdiction in civil cases. Any warrant or other process issued by him may be executed at any place in the county. He shall have control of the police of the city, and may appoint special police officers whenever he deems it necessary, and may suspend any policeman for cause; and it shall be his duty to see that the peace and good order of the city are preserved and that persons and property therein are protected; and to this end he may cause the arrest and detention of all riotous and disorderly persons in said city before issuing his warrant therefor. He shall have the power to issue executions for all fines, penalties and costs imposed by him, or he may require the immediate payment thereof, and in default of such payment thereof may commit the offending party to jail of Lewis County or other place of imprisonment in such corporation, if there be one, until the fine or penalty and costs shall be paid, but the term of imprisonment in such case shall not exceed thirty days. In all cases where a person is sentenced to imprisonment, or to the payment of a fine of ten dollars or more, (and in no case shall a judgment for a fine of less than ten dollars be ordered or given by the mayor, if the defendant, his agent or attorney, objects thereto) such person shall be allowed an appeal from such decision to the circuit court of Lewis County, upon the execution of an appeal bond, with surety deemed sufficient by the mayor, with condition that the person proposing to appeal will perform and satisfy any judgment which may be rendered against him by the circuit court on such an appeal. If such appeal be taken, the warrant of arrest, (if there by any) the transcript of judgment, the appeal bond and other papers in the case, shall be forthwith delivered by the mayor to the clerk of said court, and the court shall proceed to try the case as upon indictment or presentment, and render such judgment, including that of costs, as the law and the evidence may require, but no judgment shall be rendered against said city for costs on such appeal.[5]

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4. Editor's note.--This section is in conflict with Char., §§ 7, 9 as to beginning of term of certain officers, but the conflict is academic because all elective officers now take office on July 1 following their election, pursuant to Char., § 47.
5. See also Char., § 35, as to docket for mayor's court.

The mayor may from time to time recommend to the council such measures as he may deem needful for the welfare of the city. The expense of maintaining any person committed to jail of the county, or to any place of imprisonment in said city by him, except it be to answer an indictment, or be under provisions of sections two hundred and twenty-seven and two hundred and twenty-eight of chapter fifty of this Code of this state [W. Va. Code, 1906, §§ 2178, 2179],[6] shall be paid by said city. Said mayor shall pay all moneys received by him for fines or by virtue of his office belonging to said city to the treasurer of the city within one week after he receives the same. He shall receive a compensation for his services, to be fixed by the council, which shall not exceed five hundred dollars per annum, exclusive of fees,[7] and which shall not be increased or diminished during his continuance in office.

Sec. 21. Powers and duties of city clerk generally.[8]

The city clerk shall keep a journal of the proceedings of the council, and have charge of and preserve the records of the city, in the city building, safe or vault, if there be one. In absence from the city, or in case of the sickness or disability of the mayor, or during any vacancy in the office of mayor, the city clerk shall perform the duties of the mayor which pertain to him as the chief executive of said city, and be vested with all powers necessary for the performance of such duties, except that he shall not vote in council, or become an ex officio presiding officer thereof. He shall be conservator of the peace within the city.

Sec. 21-a. When council to designate a councilman to act as mayor.

The council of said city shall, by order, designate and appoint a councilman who shall act as mayor in the absence from the city of both mayor and city clerk, or from any meeting of the said council of the mayor, or in the event of the disability of both. And the councilman so designated shall, while he continues as a councilman, from time to time as they arise, act as the mayor of the said city in any of the contingencies in this section above mentioned, until some other councilman shall be designated, as aforesaid, and while so acting, he shall be vested with all the powers, authority, and functions of mayor and shall perform all the duties of that office, including the duty of presiding over council.

Sec. 22. Quorum of council.

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

6. Editor's note.--The sections of the 1906 Code here cited are now obsolete; they related to costs, tailer's fees, etc., in proceedings before justices of the peace in behalf of the state.
7. For another charter provision providing that mayor's salary be determined by council from time to time, see Char., § 4.
8. See also Char., § 37, as to duties of city clerk in his capacity as assessor.

Sec. 23. Records, etc., to be kept by, and other duties of city clerk; authority of council to print and bind general ordinances; certified copies of ordinances, etc., as evidence.

The council shall cause to be kept by the city clerk, in a well bound book, to be called the journal, an accurate record of all the proceedings, ordinances, acts, orders, and resolutions, and in another book, to be called the book of ordinances, accurate copies of all general ordinances adopted by the council, both of which shall be fully indexed and open to the inspection of any citizen of the City of Weston, or anyone required to pay taxes therein, or who may be otherwise interested. All oaths and bonds of officers in the city, and all papers of the council shall be endorsed, filed and securely kept by the said clerk. The bonds of officers shall be recorded in a well bound book to be called the record of bonds. Said city clerk shall perform all such other duties as may by ordinance of the council be prescribed. Said council may bind and print in pamphlet form all the general ordinances of said city, and transcripts of said ordinances, acts, orders, and resolutions, certified by the city clerk, under the seal of the city, shall be deemed prima facie correct when sought to be used before any court, or before any justice.

Sec. 24. Proceedings of council meetings to be read, signed and countersigned; recording of ayes and noes.

At a meeting of the council the proceedings of the last meeting shall be read and corrected, if erroneous, and signed by the presiding officer for the time being, and countersigned by the city clerk. Upon the call of any member, the ayes and noes upon any question shall be taken and recorded in the journal, and the roll for that purpose shall be called alphabetically.

Sec. 25. Mayor's vote in council.

The mayor shall have a vote on all questions, and shall decide all ties.

Sec. 26. Place and time of council meetings.

The meetings of the council shall be held at such place in said city and at such time as they shall from time to time ordain and appoint, but it shall be lawful for the council by ordinance to vest in any officer of said city, or in any member or number of members of their own body, the authority to call special meetings; and it shall prescribe by ordinance the mode in which notice of said meeting shall be given, and no business shall be transacted at such special meeting unless a majority of all the members of the council shall be present, except that a less number may compel the attendance of absent members under such reasonable penalties as they may think proper to impose.

Sec. 27. City money to be paid to city treasurer;[9] how expenditures to be made.

All moneys belonging to the city shall be paid over to the city treasurer; and no money shall be paid out by him except as the same shall have been appropriated by the council, and upon an order signed by the mayor and city clerk, and not otherwise.

Sec. 28. Regulation of wards and expenditures for streets therein; special taxes for specific purposes.

The council shall adopt all needful and just ward regulations, whether general or special, for the good of the citizens thereof; and shall also authorize street expenditures in the several wards as equity and justice demand, and may authorize the collection of a special tax for a specific purpose.

Sec. 29. Funds must be on hand for appropriations and to incur debt; contracts involving future levy require approval at referendum.

No money shall be appropriated, and no debt shall be contracted, for any purpose whatever, except that the funds to meet the same shall have been first provided by levy duly laid, in accordance with the provisions of this act; and no contract shall be entered into involving or anticipating future levies, unless all questions connected with the same shall have been first submitted to a vote of the people and have received three-fifths of all the votes cast for and against the same.

Sec. 30. Powers of council in general.[1]

The council of said city shall have the power to lay off, vacate, close, open, alter, grade and keep in good repair the roads, streets, alleys, pavements, sidewalks, drains and gutters therein for the use of the citizens and the public, and to improve and light the same, and to keep them free from obstructions of every kind; to regulate the width of the pavement, sidewalks, foot-ways, drains and gutters to be kept in good order, free and clean, by the owners or occupants of the real property next adjacent thereto; to establish and regulate markets, prescribe the time of holding the same, provide suitable and convenient buildings therefor, and to prevent the forestalling of such markets; to prevent injury or annoyance to the public or to individuals from anything dangerous, offensive, or unwholesome; to prohibit or regulate slaughter houses; tan houses and factories within the corporate limits, and to prohibit the exercise of any offensive business, trade or employment; to abate all nuisances within the corporate limits, and to require or compel the abatement or removal thereof at the expense of the person causing the same, or by or at the expense of the owner of

9. See also Char., § 16, as to "tax collector" and "collector of taxes," and Char., § 39, as to "city collector."
1. For state law confirming general powers on common council, see W. Va. Code, § 8-12-5. See also W. Va. Code, § 8-12-2.

the ground at the place they are found; to cause to be filled up, raised or drained by or at the expense of the owner, any city lot or tract of land covered or subject to be covered by stagnant water; to prevent horses, hogs, cattle, sheep and other animals and fowls of all kinds from going or being at large in said city; and as a means of prevention, said council may provide for the impounding and confining of said animals and fowls and, upon the failure to reclaim, for the sale thereof; to protect places of divine worship and preserve order in and about the premises where such worship is held; to protect places of public instruction and schools, and to preserve order in and about all the school buildings; to regulate the keeping of gunpowder and other dangerous explosives and substances; and to protect places of lawful assemblies; to regulate the building of houses and other structures; for the maintaining and making division fences by the owners of the adjacent premises; for the proper drainage of city lots and other parcels of land by or at the expense of the owner or occupant thereof, when such drainage shall be deemed necessary for the protection of the public health; to provide against danger or damage by fire; to punish assaults and batteries, gambling resorts and gambling devices of every kind and character, including slot machines; to prohibit the keeping or loitering in, or visiting houses of ill fame, or loitering by persons in a state of intoxication on the streets, or congregating or loitering in saloons; to prevent lewd or lascivious conduct, the sale or exhibition of indecent pictures or other representations; the desecration of the Sabbath day, and to provide for its orderly and lawful observance; to protect the persons of those residing or being within the city; to appoint, when necessary, a police force, permanent or temporary, to assist the police in the discharge of their duties; to prevent swearing, the illegal sale of intoxicating liquors, mixtures and other preparations, porter, beer, ale, wine or other drinks of like nature; to build, or purchase or lease, and to use a suitable place of imprisonment within said city for the safe keeping and punishment of persons charged with or convicted of the violation of ordinances; to erect, or authorize or prohibit the erection of gas or water works within the city limits; to prevent injury of such works, or the pollution of any gas or water used or intended to be used by the people or by individuals; to provide for the cleanliness and healthfulness of all rivers or streams within the city limits; to provide for and regulate the measuring and weighing of hay, coal, lumber, or other articles sold or kept or offered for sale within said city, and to establish rates and charges for the use thereof; to create by ordinance such committees and boards and delegate thereto such authority as may be deemed necessary or advisable; to regulate the running speed of engines and cars and vehicles of every kind and character within said city, and to prohibit them from standing on street crossings; to provide for the annual assessment of taxable property within said city, including dogs kept therein, and to regulate their running at large; to provide for a revenue for the city for municipal purposes and to appropriate such revenues to its expenses, and generally to take such measures as may be deemed necessary or advisable to protect the property, public and private, within said city; to preserve and maintain peace, quiet and good order within said city; and to preserve and promote the health, safety and well-being of the inhabitants thereof.

Sec. 31. Powers of council as to ordinances; general penalty; enforcement of fines and penalties; extraterritorial jurisdiction for police and criminal purposes; authority to order referendum concerning bond issues for public improvements, etc.; authority to require city license and to impose license tax.[2]

The said council shall have authority to pass all ordinances (not repugnant to the Constitution of the United States or to the Constitution and laws of the State of West Virginia, or to this act), which shall be necessary or proper to carry into full effect and force the authority and jurisdiction which is or shall be granted to or vested in said city, or in the council thereof, or in any officer or body of officers of said city, and to enforce any and all ordinances by reasonable fines and penalties, and by imprisonment; and upon failure to pay any fine or penalty imposed, by compelling defaulting party to labor without compensation at any of the public works or improvements, undertaken or to be undertaken by said city, or to labor at any work which said city may lawfully employ labor upon, at such rate per diem as the council may fix (but not at a less rate than is fixed by said council for like labor for other employes of said city), until any fine or fines imposed upon any such offender or offenders by said city, shall have been fully paid and discharged, after deducting charges of support while in custody of the officers of said city; provided, however, that no fines shall be imposed exceeding one hundred dollars, and that no person shall be imprisoned or compelled to labor as aforesaid more than thirty days for any offense. The jurisdiction of said city for police and criminal purposes shall extend one mile beyond the corporate limits of said city in all directions.

In addition to the powers already enumerated, the said city council shall have power to order elections for bonding the city as provided by chapter forty-seven-a of the Code of West Virginia of one thousand nine hundred and six,[3] purchase, build, construct and maintain plants and erect buildings, or other necessary structures, with equipments for furnishing the city or its inhabitants for public or private consumption, at a reasonable cost to the latter, with gas or other material, for both fuel and illuminating purposes, and electric or other lights for the lighting of its streets and alleys, and public and private buildings; to construct, improve, extend and expand water works for said city, and to contract for and to construct and own an adequate supply of pure, healthful water for said city, and its inhabitants, for public and private comsumption, and do all things necessary to secure to said city and its inhabitants an adequate supply of pure and wholesome water, and to provide, contract for and construct an adequate sewerage system for said city.

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2. See also Char., §§ 32, 40, 41 for additional provisions relating to licenses.
3. Editor's note.--The subject matter of chapter 47A of the 1906 Code is now covered by W. Va. Code, c. 13.

Whenever anything for which a state license is required is to be done within said city, the council may require a city license therefor, and may impose a tax thereon for the use of said city.

[This section, as enacted, contained two additional paragraphs relating to alcoholic liquors. The West Virginia statute on prohibition (1913, c. 13), became effective on July 1, 1914, and the 18th Amendment to the Constitution of the United States thereafter established prohibition throughout the country. Therefore, those two paragraphs are omitted as obsolete. The subject of alcoholic liquors is now covered in W. Va. Code, c. 60].

Sec. 32. Additional authority of council relating to licenses; licenses for certain purposes prohibited.[4]

The council of said city shall have the authority within said city to require and grant licenses to owners of horses, hacks, carts, wagons, drays, bicycles, automobiles and every description of wheeled vehicles and carriages kept for hire, and to levy and collect taxes thereon, and subject the same to such regulations as the interest and convenience of the inhabitants of said city, or the protection of paved streets, in the opinion of the council shall require; also to license and tax hawkers, auctioneers, junk dealers and peddlers within said city, and persons who temporarily station themselves upon a street to sell or exhibit articles, and all butchers and vendors of meats, fruits or vegetables on the streets of the city may be required by the council to take out a license therefor. But nothing herein contained shall be construed to require any inhabitant of the County of Lewis to obtain a city license for the purpose of selling to the inhabitants of said city any meat, fruit or vegetable raised or produced by such inhabitant within said county. No license to permit the permanent occupancy for private use of an open street, alley or public square, or any part thereof, or a use for private purposes that obstructs the free use of the streets, shall be given or granted. And said council shall have the authority by city ordinance, to grant or refuse to grant a license to keepers of hotels, inns, taverns and boardinghouses, but no license shall be granted for anything prohibited by state law.

Sec. 33. Regulations governing franchises for use of streets, alleys and public grounds.

Franchises shall be granted by the council, allowing to persons or corporations, for a limited time, such occupancy of portions of the street as may be necessary for works of public utility and service, such as steam railway tracks, poles and trolley wires, telephone and telegraph poles and subways, electric light and other electric poles, wires and subways, and gas and steam pipe lines. But no such franchise shall hereafter be granted except under the following restrictions:

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4. See also Char., §§ 31, 40, 41 for additional provisions relating to licenses.

First. No ordinance granting any franchise for the using of the streets, alleys or public grounds of the city for any of the purposes of public utility above named, or for any other purpose of like nature, shall be passed unless it shall have been first proposed in the council and notice of the object, nature and extent of such franchise shall have been published at least thirty days by the applicant in some newspaper published in the City of Weston, before being acted upon, and shall have received the votes of a majority of the members of the council at a regular meeting or meetings and after said publication. The votes thereon shall be taken by ayes and noes, and the same entered upon the journal. No such ordinance shall take effect until the expiration of twenty days after its passage; and if within the said twenty days a petition be filed with the city clerk signed by one-fifth of the qualified voters of the city, based upon the number of votes cast at the last city election, requesting it, the council shall submit such ordinance to the qualified voters of the city for ratification or rejection, at a special election to be held for that purpose within forty-five days after such petition is presented, and the votes for ratification and for rejection cast at such election shall be entered upon the journal. If a majority of the votes cast at such election shall be in favor of ratification, then such ordinance shall take effect from the time the vote is so entered upon the journal.

Second. Every grant of any such franchise shall be for a limited period of time. If no limit be expressly provided in the grant, the franchise shall be valid for one year only. In no case shall the franchise extend for a period exceeding thirty years, except that in case of a street railway franchise such period may be not exceeding fifty years; but if such franchise period is to exceed thirty years, the council must, and without such petition, submit such ordinance for ratification or rejection to such vote as is required by the first clause of this section.

Third. No grant of any such franchise shall be made without, at the time of making it, providing that the grantee shall indemnify the city against all damages caused by the construction of such works. All reasonable additional provisions and conditions may be made for the protection of the public from unnecessary damage or inconvenience by reason of such works and the operation thereof.

Fourth. No grant of any franchise shall be made without, at the time of making it, providing that the city shall receive in consideration thereof a compensation, to be paid annually during the whole period; provided, however, that the principal of competition shall be employed by the council where it is offered so that the franchise, with prescribed terms and conditions as to its extent, and as to the rates to be charged to the public by it for its services, will be given to the person or corporation bidding or agreeing to pay therefor to the city the highest compensation, or so that the franchise, with prescribed conditions as to its extent, and the compensation that must be paid therefor, will be given to the person or corporation that will agree to render services to the public at the lowest rates.

Fifth. No grant of a franchise or the extension of, or an addition to, any line of such work, over any additional street or territory of the city, shall be made for a period extending beyond the time limited for the expiration of the franchise of the principal work of which it is an extension; and if the franchise of the principal company or work is one which was granted before this act goes into effect, and is not

limited as to time, the franchise granted for the extension or addition shall nevertheless be made subject to the conditions hereof including a time limit of not exceeding thirty years. If a franchise be secured from the city by an individual or by an independent or new company, and the work constructed thereunder afterwards becomes a part of it, or be operated as a part of a larger work of the same kind whose franchise was previously obtained and is limited to expire earlier, such later franchise shall, by reason of such annexation, merger, or single operation, expire simultaneously with such earlier franchise.

Sixth. The council shall in suitable, practicable terms, make it an express condition of the grant of any such franchise where it is for a work that is useful chiefly to the local public, that at the expiration of such franchise, the grantee shall, if required by the council, sell to the city the physical plant at what it is then worth, independent of any value based upon the earning power thereof, and may also provide a means by arbitration or otherwise for determining what such value of the plant may be.

Sec. 33-a. Annexation of territory--Proceedings.

Any twenty-five or more freeholders residing in said city, desiring to increase the corporate limits thereof, may file their petition in writing with the council thereof, setting forth the changes proposed in the metes and bounds of said city and asking that a vote be taken upon the proposed change. The council shall thereupon order a vote of the qualified voters residing in said city to be taken upon the proposed change, at a time and place therein to be named in the order, not less than twenty, nor more than thirty days from the date thereof. The said council shall at the same time order a vote of all such voters owning any part of such territory, whether they reside therein or not, to be taken upon the question, on the same day at some convenient place or near said additional territory, which vote shall be taken, superintended and conducted, and the result thereof ascertained, certified and returned, in the same manner and by the same persons that elections for city officers are held, superintended, conducted, ascertained, certified and returned. The ballots cast upon such question shall have written or printed on them the words, "for increase of corporate limits," or "against increase of corporate limits," as the voter may choose. If a majority of all votes cast in said city, and a majority of all the votes cast by persons residing on or owning any part of the additional territory proposed to be included in said city limits, be in favor of the proposed change, the city limits shall be proposed from such petition from the entry of the order provided for in the following section.

Sec. 34. Same--Duty of council as to result of vote taken to extend corporate limits; action by circuit court.

The council of said city shall enter the result of such vote upon its minutes and when the change proposed is adopted, as provided in the next preceding section, they shall certify the same to the circuit court of Lewis County, and said court shall thereafter enter an order in substance as follows: "A certificate of the council of the City of Weston was this day filed, showing that the corporate limits of the City of Weston have been increased in the manner required by law, and by such change the corporate

limits are as follows: Beginning at (here recite the boundary as changed). It is therefore ordered that said increase in said corporate limits be, and the same is hereby approved and confirmed, and the clerk of the court is directed to deliver to the said council a certified copy of this order as soon as practicable after the rising of this court," and, from and after the date of such order, the corporate limits of said city shall be as set forth therein.

Sec. 35. Mayor's court docket.[5]

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

Sec. 36. Board of health.

The council shall have the power to appoint and constitute a board of health consisting of one reputable physician, and two of its own members, which said board of health under the supervision and with the approval of said council, shall have full power to make all needful rules and regulations for the keeping and maintaining of the said city in proper and healthful condition; and when such board of health shall have been elected and organized, it shall have exclusive control of all matters relating to the public health within the limits of the city.

Sec. 36-a. Duty of council as to what may become lawfully chargeable against city; levies; annual publication of revenues and expenditures.

The council shall cause to be made annually and spread upon its minute book an accurate estimate of all sums which are or may become lawfully chargeable against the city and which ought to be paid within one year; and it shall order a levy of so much as will in its judgment be necessary to pay the same. Such levy shall be upon all tithables and upon all real and personal property therein subject to the state and county taxes, including a poll tax of not more than one dollar upon each male resident of said corporation over twenty-one years of age;[6] provided, that such levy shall not exceed one dollar on each tithable and fifty cents on every one hundred dollars of the ascertained value of such property. At least once in each year the council shall cause to be made up and published in one or more newspapers of the city a statement of the revenue received from the different sources, and of the expenditures upon the different

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5. See also Char., § 20, as to mayor's court.
6. Editor's note.--Poll taxes have since been abolished throughout the state.

accounts, for the preceding year or portion of year, as the case may be. (1925, Mun. Char., c. 30.)

Sec. 37. Assessment of property and dogs by city clerk in his capacity as assessor.

It shall be the duty of the city clerk, who shall be the assessor, to make an assessment of the property within the city subject to taxation, substantially in the manner and form in which assessments are made by the assessor of the county, and return the same to the council on or before the first day of June[7] in each year, and for this purpose he shall have all powers conferred by law on county assessors. He shall list the number of dogs in the city and the names of the persons owning the same, which list shall be returned to the council. (See chapter forty-seven, section forty-one, Code of West Virginia, 1906.)[8] In order to aid the said council in ascertaining the property and tithables subject to taxation by said city, the city clerk (who shall act as assessor) of said city shall have access to all books and public records of Lewis County without expense to said city or assessor, and he shall also have the same power and be subject to the same penalties in ascertaining and assessing the property and subjects of taxation in said city as are granted and imposed upon the county assessors throughout the state by the general state law, and the council shall also have authority to prescribe by ordinance and such other rules and regulations as may be necessary to enable and require such assessor to ascertain and properly assess all property and tithables liable to be taxed by said city so that such assessment and taxation shall be uniform. And the said city assessor, making the valuation for assessment, shall make the same assessment for both real and personal property as the assessor of said county for the assessment year assessed by the county assessor, and to enforce such ordinances by reasonable fines and penalties.

Sec. 38. Lien on real estate for taxes, assessments, fines and penalties; enforcement of lien.

There shall be a lien on all real estate within said city for the city taxes assessed thereon from the day fixed by law for the commencement of the assessment of such taxes in each year and the interest upon such taxes at the rate of six per centum per annum from the first day of January next after such assessment until payment, which may be enforced by the council in the same manner now provided by law for the enforcement of the lien for state or county taxes, or in such other manner as the council may by ordinance prescribe.

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7. Editor's note.--County assessors now begin canvassing on July 1 of each year and complete the canvass by January 31 next following; see W. Va. Code, § 11-3-2.
8. Editor's note.--The subject matter of the foregoing section of W. Va. Code, 1906, is now covered in W. Va. Code, § 8-13-1, subsec. (1), as to assessment of property for taxation generally, and in § 19-20-2 as to duty of county assessors to collect dog taxes levied by municipalities.

There shall also be a lien on all real estate within said city for all other assessment, fines and penalties assessed to or imposed upon the owners thereof by the authorities of said city from the time the same are so assessed or imposed, which lien shall be priority over all other liens except the lien for taxes, and such lien may be enforced by the council by suit in equity in the corporate name of said city, or in the same manner now prescribed by law for the enforcement of the lien for state or county taxes, or in such other manner as the council may by ordinance prescribe. If any real estate within said city be returned delinquent for the non-payment of the city taxes thereon, a copy of such delinquent list may be certified by the council to the auditor, and the same may be sold for the taxes, interest and commissions thereon in the same manner, at the same time and by the same officer as real estate is sold for the non-payment of state taxes. (1925, Mun. Char., c. 30.)

Sec. 39. Powers, duties, compensation and bond of city collector.[9]

It shall be the duty of the city collector to receive one copy of the assessor's book, receipting to the council for the same, and for the taxes therein extended, and it shall be his duty to collect from the parties the entire amount of the taxes with which they are severally charged from and after the first day of June in each year, until the first day of August, of each year, and he shall in said book write the word "paid" opposite the name of the person so paying, and shall also receipt to said taxpayer for the taxes so paid.

He shall also receive such other moneys of the city as he is authorized by this chapter [Charter] to receive, and all moneys ordered paid to him by the council, giving receipts to the parties paying, and shall keep an accurate account of the same; and his books shall at all times be open for inspection to any taxpayer or attorney of the city, and he shall produce said books to said council for inspection at any meeting thereof upon the order of said council.

He shall pay out the money in his hands upon the order of the council, signed by the mayor and clerk.

He shall, on or before the first Monday in April of each year, furnish to the council a full, complete and detailed statement of all moneys for which he is chargeable, or may have been received by him, up to the first day of April of that year, and shall, at any time in like manner, furnish a statement of all disbursements made

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9. Editor's note.--Property taxes are now payable in two installments for each tax year, the first prior to October 1 and the second prior to April 1; collection is made by county sheriff, who pays over to city treasury. See W. Va. Code, §§ 11A-1-3, 11A-1-4, 11A-1-15.
See also Char., § 16, as to "tax collector" and "collector of taxes," and see Char., § 27 as to "city treasurer."

by him during such previous year, with vouchers evidencing the same. He shall, upon the order of the council, at any time, submit a statement of the amount with which he is chargeable, and his disbursements.

He shall receive all taxes upon licenses and receipt to the party paying the same by the endorsement upon the permit granted by order of the council, which permit shall be furnished him by the clerk, and charge himself with the amount so received, and report to the council at its next meeting the amount so received by him.

He shall, upon all moneys coming into his hands as such treasurer, and duly paid or turned over to him upon orders of the council, receive as compensation therefor a sum to be fixed by the council, not exceeding five per cent of the amount collected.

He shall, upon the expiration of his term of office, turn over to the council all moneys, books and other property in his possession belonging to said city; and shall, before entering upon the duties of his office, execute a bond with good security, payable to the City of Weston, in the penalty of not less than fifteen thousand dollars, conditioned for the faithful performance of the duties of his office, and for the accounting for and paying as required by law all money which may come into his hands by virtue of his office,[1] and shall be chargeable with all of the city taxes, levies and assessments, and money of the city that may come into his hands, and shall account therefor.

Sec. 40. Council to prescribe which licenses shall be applied for and granted; payment of license tax before issuance of license.[2]

The council shall prescribe by ordinance therein which licenses of all kinds shall be applied for and granted, and it shall require the payment of the taxes thereon before delivery to the person applying therefor.

Sec. 41. State law as to licenses.[3]

The general provisions of the state law, as embodied in the Code of West Virginia, relating to state licenses, shall be deemed applicable to licenses of a similar character therein mentioned, when granted by or under the authority of the council of the said city.

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1. See also Char., § 17, as to official bonds generally.
2. See also Char., §§ 31, 32 as to licenses and license taxes.
3. See also Char., §§ 31, 32, 42 for additional provisions relating to licenses.

Sec. 42. Expiration of licenses.[4]

Licenses for the keeping of dogs shall expire on the thirtieth day of April next after they are granted,[5] and all other licenses may be for such time as the council may determine.

Sec. 43. Council may institute proceedings for condemnation.

The council shall have the right to institute proceedings in the name of the city for the condemnation of real estate for streets, alleys, drains, markets, market grounds, city buildings or other work or purpose of public utility. Such proceedings shall conform to the provisions of chapter forty-two of the Code of West Virginia of one thousand nine hundred and six,[6] and the expenses thereof shall be borne by the city.

Sec. 44. Council to appoint election officers and provide for proper holding of elections.[7]

The regularly elected council of said city in being at the time, shall in advance of every election by this act provided to be held, appoint election officers to conduct the same, and otherwise provide for a proper holding thereof.

Sec. 45. City succeeds to rights and powers of predecessors.

The said city shall succeed to all rights, powers and responsibilities heretofore conferred upon "the City of Weston", and its predecessor, the "Town of Weston" and all regularly elected officers of said city acting as such at the time this act takes effect, shall continue until the first Monday in April, one thousand nine hundred and thirteen, and until their successors, the officers herein mentioned, are elected or appointed and qualified to exercise the powers, perform the duties, and receive the compensation heretofore conferred, prescribed and allowed by general law or by ordinance of said city. Such ordinances not inconsistent with this act as are in force at the time hereinbefore referred to shall continue to have full operation and effect as ordinances of the City of Weston until amended, repealed or suspended by the council of said city.

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4. See also Char., §§ 31, 32, 41 for additional provisions relating to licenses.
5. Editor's note.--Dog licenses now are for the fiscal year, July 1 through June 30 next following. See Code of W. Va., § 19-20-2.
6. Editor's note.--The subject of eminent domain is now covered in W. Va. Code, c. 54.
7. See also Char., § 12, as to manner of voting and applicability of state election laws.

Sec. 46. Inconsistent acts repealed.

All acts or parts of acts inconsistent with this act are hereby repealed, but this act shall not be construed to repeal, change or modify any previous acts not inconsistent with this act, or to take away any power heretofore conferred upon "the City of Weston," or its predecessor, the "Town of Weston," or upon the mayor or council, or any other of the officers of said city, conferred by general law, except so far as the same may be inconsistent with the powers hereby conferred.

Division 2. Charter Amendment Adopted by Ordinance of Common Council.

Editor's note.--This division sets out the provisions of an amendment (adopted December 11, 1980) to an ordinance adopted March 24, 1941, pursuant to authority then contained in section 8-1-2 of the Code of West Virginia, which on that date read as follows: "Except as otherwise provided in this Code or by special charter, all municipal corporations in this State are subject to the provisions contained in this chapter and may exercise the powers conferred by this chapter, although such provisions or powers are not imposed or conferred by their charter; and so far as this chapter confers power on a municipal corporation or the authorities thereof, not conferred by the charter thereof, this chapter shall constitute an amendment to said charter: Provided, that if the charter of any municipal corporation contains a provision or provisions purporting to cover any matter covered by this chapter, such municipal corporation may adopt the applicable provision or provisions of this chapter, even though such provision or provisions be inconsistent with the corresponding provision or provisions of the charter, and upon such adoption and until revocation of such adoption, the applicable provision or provisions of this chapter shall operate as an amendment to the charter of such municipal corporation. [Emphasis supplied by editors.] Such adoption or revocation shall be by council except where this chapter requires other municipal action, in which case the method required by this chapter shall be followed."

It therefore appears that the adoption of the ordinance of March 24, 1941, an amendment to which is set out in this division, operated "as an amend-

ment to the charter" of the city.

The legislature in 1969 revised and consolidated chapters 8 and 8A of the Code of West Virginia into a new chapter 8, entitled the "Municipal Code of West Virginia," and it is suggested that readers hereof see W. Va. Code, § 8-1-6 as to the present applicability of this division.

The section set out in this division is given the number "47," which follows the last number of the legislative Charter. The section catchline has been added and is unofficial; words in brackets have been supplied for the purpose of clarity; and slight revision has been made in phraseology without change of substance.

Sec. 47. Date for holding regular elections for elective officers; primary election of officers abolished; term of elective officers and when term begins.[8]

(a) Commencing with the general elections to be held for the City of Weston in the year 1981, all regular elections for officers shall be held biennially on the first Tuesday in June, in accordance with the provisions of section 8-5-5 of the Code of West Virginia, as amended, and as subsequently amended.

(b) Commencing with the municipal elections to be held for the City of Weston in the year 1981, the primary election of officers shall be abolished.

(c) Beginning with the municipal elections to be held in the year 1981, the terms of all elected officers of the City of Weston shall commence on the first day of July following their election in June, and shall be for two years, in accordance with section 8-5-9 of the Code of West Virginia, as amended, and as subsequently amended. (3-24-41, §§ 1 to 3; 12-11-80.)

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8. Editor's note.--For preamble to the ordinance of March 24, 1941, an amendment to which is codified in this section, setting out the reasons for adoption, see council journal 6, page 632.

This section supersedes several provisions of Char., §§ 7 to 9, 19.

The ordinance of March 24, 1941, an amendment to which is codified in this section, is the subject of brief discussion in a case in which the supreme court of appeals declined to take judicial notice thereof in a mandamus proceeding which originated in the circuit court of Lewis County. See Brannon v. Perkey, 127 W. Va. 103, 31 S.E.2d 898 (1944).

CHAPTER 23.

SEWERS AND SEWAGE.

Article I. In General.

§ 23-1. Definitions.
§ 23-2. Territorial applicability of chapter; availability of sanitary sewers.
§ 23-3. Certain properties required to be connected to sanitary sewage system; penalty for failure to comply with notice to make connection.
§ 23-4. Privies, septic tanks, etc.
§ 23-5. Storm water not to be discharged into sanitary sewers.
§ 23-6. Garbage.
§ 23-7. Offal, carcasses and other obstructions prohibited; damaging, etc., prohibited.
§ 23-8. Prohibited wastes.

Article II. Connections, Fixtures and Maintenance.

§ 23-9. "Administrating authority" defined.
§ 23-10. Permit required; conditions of permit.
§ 23-11. Application for permit and tender of tap fee.
§ 23-12. Connections to be made only by persons complying with certain requirements and limitations.
§ 23-13. Materials, specifications and procedures; supervision; inspections.
§ 23-14. Duty of owners and occupants of premises connected to sewers; requirements as to fixtures and sewer traps; maintenance.

Article III. Sanitary Board.

§ 23-15. Administration, operation, etc., of sewage system.
§ 23-16. Composition, and qualifications of members.
§ 23-17. Appointment and term of members; filling vacancies.
§ 23-18. Officers; compensation and expenses of members and officers; bond of treasurer.
§ 23-19. Bylaws.
§ 23-20. Powers and authority conferred by state law.
§ 23-21. Rules and regulations for management, etc., of public sewage system; penalties for violation.

Article IV. Rates, Charges, Billings and Related Subjects Applicable to Sanitary Sewers.

§ 23-22. Billings by sanitary board or its agent.
§ 23-23. Schedule of rates and charges established; rates and charges to be paid by property owners connected to or using system.
§ 23-24. Basis of rates and charges; schedule of monthly metered charges.
§ 23-25. Minimum monthly charge; delayed payment penalty; unmetered users.

§ 23-26. Multiple occupancy.
§ 23-27. Connection charge.
§ 23-28. Special rates and charges.
§ 23-29. Monthly billing; disposition of money collected; free services prohibited.
§ 23-30. Liens.
§ 23-31. When rates and charges effective.
§ 23-32. Revision of rates and charges.

Article I. In General.[1]

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1. Editor's note.--The sewer system revenue bond ordinance adopted December 7, 1970, which is on file in the office of the city clerk, imposed in § 11 thereof, captioned "Covenants regarding operation of [the city sanitary sewer] system," various requirements of the city to safeguard the bondholders. These requirements are (1) to perform all duties relating to the sewer system which are required by law, and to maintain rates and segregate sewer income to payment of the bonds; (2) to operate and maintain the sewer system; (3) not to encumber the sewer system until all bonds are paid; (4) to carry certain insurance policies; (5) to maintain proper records; (6) to adopt annually a budget sufficient to meet the requirements of the sewer system; (7) to make no engineering changes in the sewer system without approval of the bondholders; and (8) to require adequate fidelity bonds of all persons having custody of sewer system funds.

For state law as to authority of city to establish and maintain a sewer system and sewage treatment and disposal system and to acquire property necessary therefor, see W. Va. Code, §§ 8-12-5, subsecs. (32), (33), 8-18-1, 16-13-1. As to authority of city to levy assessments for sewer improvements, and to regulate sewer connections, see W. Va. Code, § 8-18-1 et seq. As to municipal sewage works and sanitary districts, see W. Va. Code, § 16-13-1 et seq. As to extraterritorial jurisdiction of city for purposes of this chapter, see W. Va. Code, § 18-13-22; and see also W. Va. Code, § 8-12-5, subsec. (43). As to requirement that method of drainage and system for excreta disposal conform to plans, specifications and instructions of state department of health, see W. Va. Code, § 16-1-9.

Sec. 23-1. Definitions.[2]

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Combined sewer. A sewer designed to receive both sewage and storm runoff.

Commercial user. A user of the city sewage system in a location where a trade, business, profession or occupation is carried on or where a service is rendered.

Domestic user. Each family unit which uses the sewage system of the city. Such family unit may consist of one or more persons, and where there are more than one family units using water from the same water meter or under the same roof, each family unit shall be considered a separate domestic user.

Garbage. Solid wastes from the preparation, cooking and dispensing of food and from the handling, storage and sale of produce.

Industrial user. A user of the city sewage system, such as factories and like organizations, where more than twenty-five persons are employed.

Occupied building. Any structure erected and intended for continuous or periodic habitation, occupancy or use by human beings or animals, and from which structure sanitary sewage and industrial wastes, or either thereof, is or may be discharged.

Premises accessible to the sanitary sewage system. Any real estate which adjoins, abuts or is adjacent to the public sanitary sewage system, or any real estate which might be connected to that system by construction of a private sewer of not more than one hundred feet in length.

Properly shredded garbage. The wastes from the preparation, cooking and dispensing of food that has been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, where no particle is greater than one-half inch in any dimension.

Public sanitary sewage system. All separate sanitary sewers, all combined sewers, all sewage pumping stations, all sewage treatment works, and all other facilities provided and owned by the city for the collection, transportation and treatment of sanitary sewage and industrial wastes with their appurtenances, and any additions, extensions or improvements thereto that may be made by the city. It shall also include sewers within or outside the city limits which serve one or

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2. As to definitions and rules of construction applicable throughout this Code, see § 1-2 of this Code.

more persons and discharge into the city sanitary sewage system even though those sewers may not have been constructed by city funds. It does not include separate storm sewers or culverts which have been constructed for the sole purpose of carrying storm and surface runoff, the discharge from which is not and does not become tributary to the city's sewage treatment facilities.

Public user. A user of the city sewage system by governmental, educational, church, charitable, benevolent, civic, service or like units or organizations.

Sanitary sewage. The normal water-carried household and toilet wastes from residences, business buildings, institutions, industries and commercial establishments, exclusive of storm water runoff, surface water or ground water.

Sanitary sewer. A sewer which carries sewage to which storm, surface and ground waters are not intentionally admitted.

Sewage. A combination of water carried wastes from residences, business buildings, institutions and industrial establishments, together with such ground, surface or storm water as may be present.

Sewer. A pipe or conduit for carrying sewage or other waste fluids.

Storm sewer. A sewer which is intended to carry storm water runoff, surface water, ground water drainage, etc., but which is not intended to carry any sanitary sewage or polluted industrial wastes.

Storm water runoff. That portion of rainfall which reaches a drain. (4-10-57, div. 1, § 1.)

Sec. 23-2. Territorial applicability of chapter; availability of sanitary sewers.

This chapter shall be applicable throughout the entire territory served by the municipal sewage system of the city; and the city sanitary sewage system shall be available for general domestic, commercial and industrial sanitary sewer service. (12-7-70, § 1.)

Sec. 23-3. Certain properties required to be connected to sanitary sewage system;[3] penalty for failure to comply with notice to make connection.

(a) All persons owning any occupied buildings now existing within the city upon premises accessible to the public sanitary sewage system, if such buildings

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3. For state law as to required connections to public sanitary sewers, see W. Va. Code, § 8-18-22.

and premises are not already connected, shall, at their own expense, connect such buildings and premises to the public sanitary sewage system forthwith;[4] and any person who owns any occupied building now existing within the city upon premises accessible to the public sanitary sewage system who fails, neglects or refuses to so make connection with the sanitary sewage system after fifteen days written notice so to do shall be guilty of a continuing violation of this subsection and shall, upon conviction, be punished by fine or imprisonment, or both, the fine shall not be less than five dollars, and the imprisonment in the city or county jail shall not exceed thirty days, and each day that any person shall continue the violation of this subsection shall constitute a separate offense.

(b) All persons owning any premises within the city accessible to the public sanitary sewage system upon which a building is hereafter erected, at the time of erection of such building, and at their own expense, shall connect such building and premises to the public sanitary sewage system.

(c) All persons owning any occupied building within the city upon premises which hereafter become accessible to the public sanitary sewage system shall, at their own expense, connect such building and premises to the public sanitary sewage system within three months after notice to do so from the sanitary board or its authorized representative; and each day of failure to comply with such notice and connect with such sewer by such owner or owners, after ten days after such notice is given, shall be an offense and a separate and new offense under this subsection, and each such offense shall be punishable by a fine of not less than five nor more than twenty-five dollars. (8-7-02, § 1; 5-10-54, §§ 1 to 3; 4-10-57, div. 2, §§ 1 to 3; 9-3-63.)

Sec. 23-4. Privies, septic tanks, etc.

(a) It shall be unlawful for any person owning, occupying or using any building within the city on premises accessible to the public sanitary sewage system to erect, construct, use or maintain, or cause to be erected, constructed, used or maintained any septic tank or other receptacle on such premises for receiving sanitary sewage.

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4. Editor's note.--A prior ordinance from which this subsection derives took effect April 10, 1957, and all buildings then existing on accessible premises were required to be connected to the public sanitary sewage system within three months; and buildings erected thereafter on then accessible premises, as well as premises which thereafter became accessible, were required to be connected to the public sanitary sewage system within three months of erection of the building or the accessibility of the property. Therefore, buildings now standing on premises now accessible to the public sanitary sewage system, if not already connected thereto, stand in violation of this section, and the requirement that connections be made "forthwith" recognizes that fact.

(b) Septic tanks and private sewers shall be lawful on premises not accessible to the public sanitary sewage system if such septic tanks and private sewers are so located, constructed and maintained as to comply with all specifications and requirements of the state and county health authorities having jurisdiction thereof.[5]

(c) It shall be unlawful for any person to install, construct or maintain within the city any privy, privy vault, septic tank, sinkhole or other sewage collection receptacle or depository other than a septic tank or private sewer meeting the requirements of subsection (b) of this section. (5-9-1898; 4-10-57, div. 2, § 4.)

Sec. 23-5. Storm water not to be discharged into sanitary sewers.

It shall be unlawful for any person to connect a storm sewer into or with a sanitary sewer, or to knowingly permit the discharge of storm water runoff into a sanitary sewer; and all persons connecting any premises to the public sanitary sewage system shall provide adequate means for excluding storm water runoff from entering any sanitary sewer. The provisions of this section do not prohibit the present or future discharge of storm water runoff to combined sewers. (10-5-53, § 1; 4-10-57, div. 3, §§ 1 to 3.)

Sec. 23-6. Garbage.

The discharge of garbage to the public sewer system is expressly prohibited unless such garbage is first properly shredded. (8-7-02, § 7; 4-10-57, div. 4, § 1.)

Sec. 23-7. Offal, carcasses and other obstructions prohibited; damaging, etc., prohibited.

It shall be unlawful for any person to place, throw or deposit any butchers offal, dead animal or obstruction of any kind whatever, in any receiving basin or sewer or to injure, damage or remove any portion of any part of any sewer or appurtenance, or to obstruct the mouth of any sewer or drain. (8-7-02, § 7.)

Sec. 23-8. Prohibited wastes.

Except as hereinafter provided, no person shall discharge any industrial waste having any of the following characteristics to the public sewer system:

(a) Wastes containing liquids, solids or gases which by reason of their nature or quality may cause fire, explosion, or be in any other way injurious to persons, the structures of the sewer system or its operation.

(b) Wastes having a temperature in excess of one hundred sixty degrees Fahrenheit or less than thirty-two degrees Fahrenheit.

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5. For state law as to requirement that excreta disposal systems conform to plans, specifications and instructions of state department of health, see W. Va. Code, § 16-1-9.

(c) Wastes having any corrosive property capable of causing damage or hazards to structures, equipment, or personnel of the public sewer system.

(d) Any noxious or malodorous gas or substance which either singly or by interaction with sewage or other wastes is, in the opinion of the sanitary board, likely to create a public nuisance or hazard to life, or prevent entry to sewers for their maintenance and repair.

(e) Solids, greases, lime slurry or viscous materials of such character or in such quantity that, in the opinion of the sanitary board, they may cause an obstruction to the flow in sewer or otherwise interfere with the proper operation of the public sewer system.

(f) Any toxic radioactive isotopes without a special permit. No provision contained in this section shall be construed as prohibiting any special agreement or arrangement to be entered into between the sanitary board and any person whereby any industrial waste of unusual strength or character may be admitted to the public sewer system either before or after pretreatment by the producer of said industrial waste. (4-10-57, div. 4, § 2.)

Article II. Connections, Fixtures and Maintenance.

Sec. 23-9. "Administrating authority" defined.

For the purposes of this article, the term "administrative authority" shall mean:

(a) The sanitary board, when used with reference to any sanitary sewer or other subject which is within the authority of the sanitary board.

(b) The common council, when used with reference to any sewer or other subject which is not within the authority of the sanitary board.

Sec. 23-10. Permit required; conditions of permit.[6]

No connection shall be made with any public sewer or drain without the written permission of the administrative authority, or in any different manner from the mode herein prescribed for such opening or connection, and such permit shall be granted only on the express condition that the owner or tenant for whose benefit such connection is made, and each succeeding owner and tenant, shall, in consideration of the privilege thereby granted and enjoyed, hold the city harmless from any loss or damage that may in any way result or be occasioned by such tap or connection. (8-7-02, § 2.)

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6. As to sewer connections being prohibited and connection permits not to issue for mobile homes which are violations of chapter 15, see § 15-8 of this Code.

Sec. 23-11. Application for permit and tender of tap fee.

All applications by any persons for permits to connect with or tap any public sewer or drain must be signed by the owners or tenants of the premises for whose benefit the application is made, or their authorized agents or attorneys, and the power of attorney authorizing the signing of the application, of the attorney or agent, must be filed with the city clerk. Applications must state the name of the owner of the premises to be connected and the location and occupancy of such premises, and shall be accompanied by the tap fee specified in section 23-27. (8-7-02, § 9.)

Sec. 23-12. Connections to be made only by persons complying with certain requirements and limitations.

(a) All connections with and openings in any sewer or drain must be made by a person authorized and approved by the administrative authority and none other.

(b) No person shall be authorized to do the work of making connections with any public sewers or drains, or their lateral connections, until he has furnished a bond to the city, with corporate surety, in such sum as may be designated by the administrative authority, not less than five hundred dollars, conditional that he will indemnify and save harmless the city from all loss or damage that may be occasioned in anywise by accident or the want of care or skill on his part in the prosecution of such work, and that he will conform in all respects to the rules and regulations which may be from time to time, established by the administrative authority in relation to the putting in junctions, and tapping any of the public sewers and drains.

(c) It shall be unlawful for any person authorized by the city to make connections with sewers and drains to allow his name to be used for the purpose of obtaining such permits or doing any work under his authority under the penalty hereinafter prescribed. (8-7-02, §§ 3 to 5.)

Sec. 23-13. Materials, specifications and procedures; supervision; inspections.

(a) All connections of premises to any public sewer shall be made with materials meeting the standards and specifications of the administrative authority, and the work shall be done in such manner as prescribed by the administrative authority and shall be subject to supervision by a representative thereof.

(b) Upon completion of any work done pursuant to permit issued under this article, and before filling any trench or excavation, the person doing such work shall promptly notify the administrative authority, whose representative shall thereupon inspect the work. If the materials used or the procedure followed fail to meet the standards, specifications or requirements of the administrative authority, the person doing the work shall do what is necessary to obtain compliance, and he shall be liable upon his bond for failure to do so. (8-7-02, § 8.)

Sec. 23-14. Duty of owners and occupants of premises connected to sewers; requirements as to fixtures and sewer traps; maintenance.

It shall be unlawful for any person owning or occupying any premises into which a pipe or other connection with the public sewers has been laid for any purpose to allow the same to remain without good and perfect fixtures so attached as to allow a sufficiency of water to be so applied as to properly carry off all matter and liquid therein and to keep the same unobstructed; and it shall be the duty of each owner and occupant of such premises to provide and keep in good repair such pipe or other connections with the public sewer a proper and suitable trap so as to prevent the escape of sewer gas or other noxious vapors or matter into such premises or into the atmosphere. Each day the same are permitted to remain without such fixtures and trap for supplying water and preventing escape of such gasses, vapors or other matter shall be deemed a distinct and separate offense. (8-7-02, § 6.)

Article III. Sanitary Board.[7]

Sec. 23-15. Administration, operation, etc., of sewage system.

The custody, administration, operation and maintenance of a sewage collection system for the city shall be under the supervision and control of a sanitary board. (7-11-47, § 1.)

Sec. 23-16. Composition, and qualifications of members.

The sanitary board shall be composed of the mayor and two persons appointed by the common council, one of whom, during the construction period of the sewage collection system must be a registered professional engineer. The engineer member need not be a resident of the city, and after the construction of the plant has been completed he may be succeeded by a person not an engineer.

No officer or employee of the city, whether holding a paid or unpaid office or position, shall be eligible to appointment on the sanitary board until at least one year after the expiration of the term of his public office or employment, and no

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7. Editor's note.--Section 2 of the sewer system revenue bond ordinance adopted December 7, 1970, which is on file in the office of the city clerk, provides: "That all proceedings heretofore taken relating to the creation and organization of the Sanitary Board of the City and to the construction of the extensions and improvements to the Municipal Sewage System, be and the same are hereby in all respects ratified and confirmed."
For state law relating to municipal sanitary boards, see W. Va. Code, §§ 16-13-2, 16-13-3, 16-13-18, 16-13-18a.

person whose interest could be construed as inconsistent with the best interests of the city be allowed to serve as a member of the sanitary board. (7-11-47, §§ 2 to 4; 6-30-55.)

Sec. 23-17. Appointment and term of members; filling vacancies.

Appointive members of the sanitary board shall serve for a term of three years and until their successors are duly appointed and qualified. In June of 1972 and each three years thereafter, one member shall be appointed; and in June 1973 and each three years thereafter, one member shall be appointed; and appointive members shall take office on the first day of July in the year of their appointment. Vacancies shall be filled for the unexpired term only. (7-11-47, § 5.)

Sec. 23-18. Officers; compensation and expenses of members and officers; bond of treasurer.

The mayor shall act as chairman of the sanitary board, which shall elect a vice-chairman from its members, and shall designate a secretary and treasurer (but the secretary and treasurer may be one and the same), who need not be members of the sanitary board. The vice-chairman, secretary and treasurer shall hold office as such at the will of the sanitary board. The members of the sanitary board shall receive, as compensation for their services, one hundred dollars per month for each member and shall be entitled to payment for their reasonable expenses incurred in the performance of their duties. The compensation of the secretary shall be one hundred dollars per month, and the compensation of the treasurer shall be one hundred dollars per month, and the treasurer shall give bond to the city in an amount of not less than one thousand dollars, with corporate surety.[8]

Such compensation and expenses shall be paid solely from the funds provided under the authority of article 13, chapter 16 of the Code of West Virginia. (7-11-47, §§ 6, 8; 6-30-55; 11-12-57; 12-1-75, § 1; 6-2-80, § 1; 4-19-83, § 1.)

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8. Editor's note.--Subsec. (h), § 11 of the sewer system revenue bond ordinance of December 7, 1970, which is on file in the office of the city clerk, provides: "(h) Each officer of the City or person having custody of funds of the [Municipal Sewage] System shall be under fidelity bond at all times in an amount not less than the total funds in the custody of such officer or person at any one time, provided that the amount of any such fidelity bond need not exceed $50,000."

Sec. 23-19. Bylaws.

The sanitary board shall have power to establish bylaws, rules and regulations for its own government. (7-11-47, § 9.)

Sec. 23-20. Powers and authority conferred by state law.

The sanitary board shall have all such powers and authority of municipal sanitary boards as set forth in chapter 16, article 13, of the Code of West Virginia. (7-11-47, § 7.)

Sec. 23-21. Rules and regulations for management, etc., of public sewage system; penalties for violation.

In addition to the specific authority granted by this article, the sanitary board shall make and enforce such other rules and regulations, subject to the approval of the common council, for the safe, economical and efficient management, control and protection of the city's public sewage system, for the construction and use of house sewers and connections to the sewage system, for the construction and use of all other connections thereto, and for the regulation, collection, rebating and refunding of such sewage service charges as may be needful or necessary from time to time provided, that such rules and regulations shall not become effective until they have been approved by the common council by ordinance or resolution and spread upon the records of the council, as notice to the public of the provisions of such rules and regulations.

It shall be unlawful for any person to violate any of the rules or regulations made and promulgated by the sanitary board as aforesaid; any person, on conviction of any such violations, shall be fined or imprisoned, or both; the fine shall not be less than five dollars or more than one hundred dollars and the imprisonment in the city or county jail shall not exceed thirty days, and each day that any person shall continue the violation of any of the rules and regulatons made and promulgated by the sanitary board shall constitute a separate offense. (4-10-57, div. 7.)

Article IV. Rates, Charges, Billings and Related Subjects Applicable to Sanitary Sewers.[9]

Sec. 23-22. Billings by sanitary board or its agent.

The sewage service rates, charges and fees levied by or pursuant to

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9. For state law as to authority and duty of common council to establish and maintain just and equitable rates or charges for use of and service rendered by municipal sewage works, etc., see W. Va. Code, § 16-13-16.

this article, shall be billed by the sanitary board; or, in the discretion of the sanitary board, by a designated agent of the sanitary board, to all firms liable therefor. (4-10-57, div. 8.)

Sec. 23-23. Schedule of rates and charges established; rates and charges to be paid by property owners connected to or using system.

There is hereby established a revised schedule of just, reasonable and equitable rates and charges for the use of and services rendered by the municipal sewage system, which shall be paid by the owner of each and every lot or parcel of real estate, or building connected therewith, served by or using such sewage system, as provided in this article. (12-7-70, § 1; 2-8-84, § 1.)

Sec. 23-24. Basis of rates and charges; schedule of monthly metered charges.

The rates and charges shall be based, insofar as possible, upon the quantity of water supplied each month to the respective premises as the same is measured by the water meter, or meters, therein used. There shall be charged monthly to the owner of each lot or parcel of real estate, or building, for the services of the sewage system, the following rates, based upon the water meter readings:

RATE

(Based on the metered amount of water used)

First	2,000 gallons used per month	$ 2.75 per 1,000 gallons
Next	3,000 gallons used per month	2.00 per 1,000 gallons
Next	20,000 gallons used per month	1.70 per 1,000 gallons
Next	225,000 gallons used per month	1.20 per 1,000 gallons
Over	250,000 gallons used per month	1.00 per 1,000 gallons

Such rates and charges shall be applicable in the entire territory served and shall be available for general domestic, commercial and industrial sanitary sewer service. (12-7-70, § 1; 2-8-84, § 1.)

Sec. 23-25. Minimum monthly charge; delayed payment penalty; unmetered users.

(a) The schedule set out in section 23-24 is subject to a minimum monthly charge of five dollars and fifty cents per connection to the sewer facilities.

(b) Such schedule is net. On all accounts not paid in full within twenty days of the date of the bill, ten percent will be added to the net amount shown.

(c) In locations where the customer has no water meter, charges for sewer service shall be the minimum monthly charge of eight dollars and thirty cents per connection to the sewer facilities. In the event that a building or premises discharging sewage, water or other liquid waste into the municipal sanitary sewer system uses water supplied on other than a metered basis, the owner or occupant may be required to cause a water meter or other measuring device to be installed. (12-7-70, § 1; 2-8-84, § 1.)

Sec. 23-26. Multiple occupancy.

Where multiple service is rendered through one water meter, the monthly sewer bill shall be not less than the minimum charge provided for in section 23-25, multiplied by the number of families, apartments, residences, stores, offices, mobile homes (house trailers) or other units receiving water service from such meter. (12-7-70, § 1; 2-8-84, § 1.)

Sec. 23-27. Connection charge.

The sewer connection (tap) charge shall be one hundred fifty dollars. (12-7-70, § 1; 2-8-84, § 1.)

Sec. 23-28. Special rates and charges.

(a) Generally. In the event that the sewage, water or other liquid waste being discharged into the sanitary sewers from any building or premises is determined by the city to contain unduly high concentrations of any substances which add to the operating costs of the sewage system of the city, the city may establish special rates and charges as to such class of buildings or premises, or the city may require the owners or other interested parties to specially treat such sewage, water or other liquid waste before it is discharged into the municipal sanitary sewer system.

(b) Weston State Hospital. The Weston State Hospital of the state department of mental health shall be furnished sanitary sewer service at the rate of forty-six thousand eight hundred dollars per annum, payable at the rate of three thousand nine hundred dollars per month.

(c) West Virginia Water Company. The West Virginia Water Company shall be furnished sanitary sewer service at the rate of nine thousand, seven hundred eighty dollars per annum, payable at the rate of eight hundred fifty dollars per month. (12-7-70, § 1; 2-8-84, § 1.)

Sec. 23-29. Monthly billings; disposition of money collected; free services prohibited.

All bills for sewer service shall be rendered monthly. All money collected shall be deposited in the "sewer revenue fund" created and being maintained pursuant to the ordinance adopted June 16, 1958, authorizing the outstanding sewer revenue bonds, dated June 1, 1958, of the city, and the ordinance authorizing the issuance of the sanitary sewer revenue bonds, dated 1969. No free services of the municipal sewer system shall be allowed or permitted. (12-7-70, § 2; 2-8-84, § 2.)

Sec. 23-30. Liens.[1]

Responsive to section 16-13-16 of the Code of West Virginia, the rates and charges for the use of and services rendered by the municipal sewage system shall be paid by or on behalf of the owner of each and every lot or parcel of real estate, or building connected with, served by or using such sewage system, and the amount of all such rates and charges, if not paid when due, shall be a lien upon the premises served by such system. If the bill for such rates and charges is not paid within thirty days after it becomes due, it shall be deemed delinquent, and the amount thereof shall be recovered by the sanitary board of the city in a civil action in the name of the city, together with a penalty of ten percent and a reasonable attorney's fee. As a part of such action, such lien may be foreclosed in due course against the lot or parcel of land or building charged with the amount due in accordance with the law relating to the enforcement of such liens; provided, that if any bill for sewer service rates and charges is directed to a party other than the owner of the lot or parcel of real estate, or building connected with, served by or using the municipal sewage system, in the event any such bill shall not be paid within the allotted time and shall become delinquent, the sanitary board shall mail such delinquent bill to the owner of such lot or parcel of real estate, or building, at the last known address of such owner, together with a notice that such owner is the party charged by law with the liability for the payment of the same, and if such bill is not paid within thirty days after such mailing, the amount thereof shall be recovered by the sanitary board, together with the penalty aforesaid and a reasonable attorney's fee, as in the case of other delinquent bills; and as a part of such action, the lien aforesaid may be foreclosed in due course against the lot or parcel of land or building charged with the amount due in accordance with the laws relating to the enforcement of such liens.

The sewer service rates and charges established in this article shall be put into effect and collected from and after the effective date of this article, as provided in section 23-31. (4-10-57, div. 6; 12-7-70, § 3; 2-8-84, § 3.)

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1. For charter provisions as to liens on real estate for tax assessments, see Char., § 38.

Sec. 23-31. When rates and charges effective.

In accordance with the provisions of section 24-2-4b of the Code of West Virginia, the rates and charges imposed by this article shall not be effective sooner than forty-five days after adoption. (12-7-70, § 3; 2-8-84, § 7.)

Sec. 23-32. Revision of rates and charges.

The schedule of rates and charges established by this article for sewer services and the basis for computing or imposing the same shall be revised from time to time as may be required and provided by law or by the respective ordinances authorizing the issuance of the sewer revenue bonds and sanitary sewer revenue bonds hereinbefore referred to. (12-7-70, § 3; 2-8-84, § 3.)

AN ORDINANCE PROPOSING AMENDMENT TO THE CHARTER OF THE CITY OF WESTON

WHEREAS, a Charter Committee, comprised of citizens of the City of Weston, West Virginia, has recommended to the Mayor and Common Council of the City of Weston that the Charter of the City be amended to better meet the needs of the City and its citizens; and

WHEREAS, the Charter hereinafter set forth constitutes and encompasses those recommendations; and

WHEREAS, the Common Council of the City of Weston, being the governing body of said city, now deems it expedient and appropriate to amend the City Charter as hereinafter set forth, pursuant to the provisions of Chapter 8, Article 4, Section 8 of the Code of West Virginia;

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COMMON COUNCIL OF THE CITY OF WESTON, WEST VIRGINIA, as follows:

Subsection 1. It is proposed that the Charter of the City of Weston as its has heretofore existed be amended by striking all of the existing wording of said Charter after the words: "Sect. 1. The City of Weston established; general powers of city." and inserting in it place of the stricken wording the following, to-wit:

* * *

The inhabitants of so much of the County of Lewis as constitutes the City of Weston at the time of the adoption of this Charter amendment are hereby continued and shall remain a body politic and corporate by the name of "City of Weston," and they, their successors and those added to the City through processes provided by law, shall have perpetual succession and a common seal as said City, and shall succeed to all rights, powers, and responsibilities heretofore conferred upon the City of Weston, and shall have all powers accorded to cities by the laws of the State of West Virginia.

The general purposes of the City of Weston are to:

A. provide for public elections and evaluation of public activities;
B. provide for public works, including streets and sanitary services;
C. develop natural resources and the city economy;
D. provide for public education and public health services;
E. secure the public safety by providing police and fire protection services; and for
F. all other lawful purposes declared from time to time by the Common Council.

The Council shall review these necessary purposes every five years and shall revise them when necessary to benefit the citizens of the City of Weston.

Section 2: Corporate Limits

The corporate limits of the City of Weston shall be those in effect at the date of final adoption of this Charter amendment. They may be altered from time-to-time to add and include those inhabitants of Lewis County who have entered into the body politic and corporate by annexation, election or contract, in accord with the laws of West Virginia. A

complete survey of the City shall be completed within twelve months after adoption of this Charter amendment.

Section 3: Division of Wards

The territory of the city shall be divided into wards. The wards in existence at the date of the final adoption of this Charter amendment shall be continued and remain in place until such time as they may be reconstituted by the Common Council. The boundaries of said wards, or any of them, may from time-to-time be altered, or additional wards may be created, by ordinance of the Common Council, duly spread upon its books, when by reason of the acquisition of new territory by the city, or for other lawful and compelling reason, such changes may be appropriate.

Section 4: Municipal Authorities and Officers Generally

A. **Elected Offices:** The elected municipal authorities and officers of the City who hold office at the date of the final adoption of this Charter amendment shall continue in their respective offices, with their respective powers and duties, until the 30th day of June, 2003, or until their successors shall have been elected and qualified. Should a vacancy occur in any such office prior to the 30th day of June, 2003, the vacancy shall be filled under the provisions of Section 12 of this Charter. After the 30th day of June, 2003, the elected municipal authorities and officers of the City shall consist exclusively of a Mayor and one member of Council from each ward, who together shall form a common Council. The Mayor shall serve as chairperson of the Council.

The Mayor and members of Council, before entering upon the duties of office, and within ten days of his election or appointment, give bond for the faithful performance of his or her duties, and take and subscribe an oath to faithfully and impartially discharge the duties of the office, and to support the Constitutions of the United States and the State of West Virginia. The Mayor having taken such an oath may administer the same to the Council Members and other officers. Certificates of said oath shall be recorded in the journal kept by the Council.

B. **Municipal Terms and Elections:** Commencing on the 1st day of July, 2003, the term lengths of elected municipal offices shall be four years.

C. **Appointed Officers:** Commencing on July 1, 2003, the Common Council shall appoint City officers, which shall include a City Manager, City Clerk, City Finance Manager, City Attorney, and such others as may be deemed appropriate from time-to-time by the Common Council.

Section 5: Qualifications of Mayor and Council Members

The Mayor and City Council Members, at the time of their election or appointment, shall be residents of the City and entitled to vote for the members of the Common Council.

Section 6: Powers, Duties, and Compensation of Mayor

The Mayor shall be the chief executive and chairperson of the Common Council, and shall have all powers and duties granted to municipal mayors by West Virginia law, and he or she shall be ex officio a conservator of the peace and have the power to try persons for violations of city ordinances and to convict and sentence persons therefor in accord with municipal ordinance. The Mayor shall also have the power to decide all tie votes of the Common Council.

Section 7: Powers of Council in General

The Common Council shall have all the powers requisite and necessary to govern the City in accord with the laws of West Virginia, including those set forth in Chapter 8, Article 12 of the Code of West Virginia. The Council also shall prescribe by ordinance which licenses of all kinds shall be applied for and granted, and all the terms thereof, and it shall require the payment of the taxes thereon before delivery to the person applying for any such license.

Section 8: Compensation of Mayor and Council

The salaries of the Mayor and members of Common Council for the ensuing term shall be determined by the Common Council prior to the beginning of the filing period for the next election. Their salaries shall not be diminished or increased during the term of office. The salary of Mayor is to be commensurate with that of the office of mayor, with similar duties, in municipalities of similar size in the region.

Section 9: Time for Elections

The municipal election for Mayor and members of the Common Council shall be conducted on the second Tuesday in June, 2003, and a like election conducted on said date every four years thereafter. The Common Council shall, in advance of every election, appoint election officers to conduct the election, and otherwise provide for the proper conduct thereof.

Section 10: Voting Precincts

The Common Council shall by ordinance, in accordance with West Virginia Code Chapter 8, Article 5, Section 13, as amended, integrate City voting precincts with the Lewis County voting system. City precincts shall parallel the county precincts located within the city limits to the extent that it is reasonably applicable.

Section 11: Who is Entitled to Vote

All citizens of the city shall be entitled to vote in all municipal elections, except that no person who has not been registered as a voter as required by law, or who is a minor, or of unsound mind, or who is under conviction of treason, felony, or bribery in an election, or

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who is not a bono fide resident of the city in which he or she offers to vote, shall be permitted to vote at such election while such disability continues.

Section 12: How Tie Vote Decided

When two or more persons shall receive an equal number of votes for mayor or member of Council Member, such tie shall be decided by the Common Council in being.

Section 13: Manner of Voting; Contested Elections; Applicability of State Election Laws

In all municipal elections, the mode of voting shall be by paper ballot or electronic voting machines. All elections in the city shall be held and conducted, and the results thereof certified, returned, and finally determined, and all election contests conducted, in accordance with the laws of the State of West Virginia relating to general elections..

Section 14: Ineligibility or Failure to Qualify

If anyone who shall have been duly elected Mayor or member of Common Council shall not have been eligible as herein prescribed, or shall refuse or fail to take the oath and give the bond required under this act, within the time prescribed, the Council shall declare the office vacant and proceed to fill the vacancy.

Section 15: Filling Vacancies in Elective Offices

Whenever a vacancy shall occur from any cause in the office of Mayor or member of Council, the Council shall immediately fill such vacancy by a vote of a majority of the Council. The appointed officer shall serve until the next scheduled election.

Section 16: When Council to Designate a Council Member to Act as Mayor

The Common Council shall, by order, designate and appoint a Council Member who shall act as Mayor in the absence from the city of the Mayor. While so acting, the Mayor Pro-tem shall be vested with all the powers and duties of the office.

Section 17: Quorum of Council

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

Section 18: Proceedings of Council Meetings to be Read, Signed, and Countersigned; Recording of Ayes and Noes

At meetings of the Common Council, minutes of the proceedings of the prior meeting shall be read and corrected, if erroneous, and signed by the presiding officer, and countersigned by the City Clerk. Upon the call of any member, the ayes and noes upon any question shall

be taken and recorded in the journal, and the roll for that purpose shall be called alphabetically.

Section 19: Place and Time of Council Meetings

Regular meetings of the Common Council shall be held on the first Monday of each month except when that day is a holiday, in which event the regular monthly meeting shall be held the following day. The time for said meetings shall be set by order of Council, with public notice. However, the Council shall have the power to change the regular appointed day and time of its meetings by ordinance. The Council may by ordinance provide procedures for the call of special meetings. No business may be conducted at either a regular or special meeting unless a quorum is present. All meetings must be conducted in compliance with the West Virginia Open Governmental Proceedings Law.

Section 20: Powers and Duties of Appointed Officers

1. **The City Manager** shall be the chief city administrator, and shall supervise all city services, department chiefs, and all city employees. The City Manager, together with the City Clerk, shall develop and periodically revise a city personnel manual with qualification statements and guidelines for all appointed officer and employee positions. The City Manager shall conduct his duties in accord with policies established by the Common Council.
2. **The City Clerk** shall keep a journal of the proceedings, ordinances, acts, orders, and resolutions of the Common Council, and have charge of and preserve the records of the city, in the city building safe or vault, if there be one. The City Clerk shall also assist the Common Council and the City Manager in supervise all city services and shall be responsible for the keeping and periodic reporting of city record books. The City Clerk shall be the chief election officer for the City, and shall conduct all city elections in accord with the election laws of West Virginia..
3. **The City Finance Manager** shall assist the Common Council and the City Manager to supervise all city financial affairs and the annual audit of city fiscal records, and shall serve as Assessor of the value of properties for city tax purposes.
4. **The City Attorney** shall conduct city legal business, in accord with policies established by the Common Council, and shall advise the Mayor, Council, and City Manager on all legal matters pertaining to the City.

Section 21: Appointed Officers and Employees; Official Bonds

The Common Council may, by ordinance, define the duties of all appointed municipal officers and employees and allow them reasonable compensation, and shall require from all those whose duty it is to receive funds, assets or property, or have charge of the same, such bonds as they shall deem necessary or proper to ensure the faithful performance of their said duties. All officers and employees appointed by Council shall hold their office or appointment at the will and pleasure of the Common Council, but no appointee shall hold

beyond the current year for which he shall have been appointed without being reappointed by the Council.

Section 22: City Moneys; How Expenditures to be Made

All moneys belonging to the city shall be paid over to the City Financial Manager, and no money shall be paid out by him or her except pursuant to an appropriation by the Common Council, and upon an order signed by the Mayor and the City Clerk

Section 23: Regulation of Wards and Expenditures for Street Therein; Special Taxes for Specific Purposes

The Common Council shall adopt ward regulations, whether general or special, for the good of the citizens living within the wards. The Council also shall appropriate street expenditures for each of the wards based upon equity and need. The Council may authorize the collection of special assessments or taxes for specific purposes.

Section 24: Funds Must be on Hand for Appropriations and to Incur Debt; Contracts Involving Future Levy Requires Approval at Referendum

No money shall be appropriated, and no debt shall be contracted, for any purpose whatever, except that the funds to meet the same shall have been first provided by levy duly laid, in accordance with the laws of West Virginia; and no contract shall be entered into involving or anticipating future levies, unless all questions connected with the same shall have been first submitted to a vote of the people and have received three-fifths of all the votes cast for and against the same.

Section 25: Regulation Governing Franchises for use of Streets, Alleys, and Public Grounds

The Common Council shall have the power to grant franchises and the power to compel compliance with franchise obligations in accordance with West Virginia law.

Section 26: Annexation of Territory – Proceedings

The city shall have the power to annex unincorporated territory to become part of the municipality in accordance with the laws of West Virginia.

Section 27: Mayor's Court Docket

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

be taken, shall be kept together and preserved in his office; and the Mayor shall deliver to his/her successor the docket and all books and papers pertaining to his office.

Section 28: Duty of Council as to What May Become Lawfully Chargeable against City; Levies; Annual Publication of Revenues and Expenditures

The Common Council shall cause to be made annually and spread upon its minute book an accurate estimate of all sums which are or may become lawfully chargeable against the city and which ought to be paid within one year; and it shall order a levy of so much as will in its judgment be necessary to pay the same. Such levy shall be upon all real and personal property subject to the state and county taxes. At least once in each year the City Council shall publish in one or more newspapers of the city a statement of the revenue received from the different sources, and of the expenditures upon the different accounts, for the preceding year or portion of year, as the case may be.

Section 29: Assessment of Property by City Finance Manager in his or her Capacity as Assessor

It shall be the duty of the City Finance Manager, who shall be the assessor, to make an assessment of the property within the city subject to taxation, substantially in the manner and form in which assessments are made by the assessor of the county, and to take all lawful steps to collect all debts, fees, and taxes due to the city. The assessment, levy, and collection of such taxes shall be governed by the laws of West Virginia. Every debtor shall be personally liable for all debts owing to the municipality.

Section 30: Lien on Real Estate for Taxes, Assessments, Debts, Fines and Penalties; Enforcement of Lien

There shall be a lien on all real estate within the City for the city taxes, assessments, fines, debts, and penalties due the City from the day of the commencement of such obligation, together with interest thereon at the rate of six percent per annum. The City may enforce collection of said obligations by civil action or any other remedy provided by law.

In accordance with West Virginia law, property taxes are payable in two installments for each tax year. Collection is made by the county sheriff, who then pays over the sums due the City. The City Finance Manager shall keep an accurate account of the moneys so received. The tax property tax records of the Finance Manager shall at all times be open for inspection by any taxpayer or attorney, and he or she shall produce said books to the Common Council for inspection upon the order of Council.

Section 31: Council May Institute Proceedings for Eminent Domain

The Common Council shall have the right to institute proceedings in the name of the city to acquire real estate by eminent domain for the purposes of the public good.

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Section 32: **Inconsistent Acts Repealed**

All acts or parts of acts inconsistent with this act are hereby repealed, but the act shall not be construed to repeal, change, or modify any previous acts not inconsistent with this act, or to take away any power heretofore conferred upon the City of Weston or its officers and authorities by general law, except so far as the same may be inconsistent with the powers hereby conferred.

* * *

Subsection 2. The ordinance shall be published in its entirety in the publication area of the City of Weston as a Class II-0 legal advertisement as set forth in Chapter 59, Article 3 of the Code of West Virginia.

Subsection 3. A public hearing to consider the proposed amendment to the Charter shall be held at January 7, 2002 Senior Citizens Ctr beginning at 6:00 p. m. on the 7 day of January, 2002, which said date is more than 30 days after the date of the first publication as aforesaid. Any qualified voter or freeholder of the City of Weston may appear and file objections, in writing, at said hearing. If no objections are filed, the said amendment shall become operative on and after the 18th day of January, 2002, which is more than ten days after the date of said hearing.

Subsection 4. This ordinance shall take effect from and after its final passage.

Passed 1st reading December 3, 2001.
Passed 2nd reading January 15, 2002.
Effective date: " , 2002.

Mayor

Clerk

OATH OF OFFICE

STATE OF WEST VIRGINIA
COUNTY OF LEWIS
CITY OF WESTON

I, Roger Gaines, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia, and that I will truly, faithfully and impartially discharge the duties of the office upon which I am about to enter to the best of my skill and judgment.

Roger Gaines
Signature

AFFIANT

Given under my hand and official seal this 30 day of June, 2011.

My Commission Expires: May 5th, 2019

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
MICHELLE D. ALLEN
631 Broad Street, Weston, WV 26452
My Commission Expires May 5, 2019

Michelle Allen
Notary Public

STATE OF WEST VIRGININA
COUNTY OF LEWIS
CITY OF WESTON, to wit:

The forgoing Oath of Office was this day filed with me as Clerk of the City of Weston,
This 30 day of June, 2011.

Kristin Doppelman
Clerk of the City of Weston

Seal:

OATH OF OFFICE

STATE OF WEST VIRGINIA
COUNTY OF LEWIS
CITY OF WESTON

I, David Blake, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia, and that I will truly, faithfully and impartially discharge the duties of the office upon which I am about to enter to the best of my skill and judgment.

David L. Blake
Signature

AFFIANT

Given under my hand and official seal this 30th day of June, 20 11.

My Commission Expires: May 5, 2019

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
MICHELLE D. ALLEN
631 Broad Street, Weston, WV 26452
My Commission Expires May 5, 2019

Michelle D. Allen
Notary Public

STATE OF WEST VIRGININA
COUNTY OF LEWIS
CITY OF WESTON, to wit:

The forgoing Oath of Office was this day filed with me as Clerk of the City of Weston, This 30 day of June, 20 11.

Kristin Doppleman
Clerk of the City of Weston

Seal:

OATH OF OFFICE

STATE OF WEST VIRGINIA
COUNTY OF LEWIS
CITY OF WESTON

I, **James Oldaker,** do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia, and that I will truly, faithfully and impartially discharge the duties of the office upon which I am about to enter to the best of my skill and judgment.

James R Oldaker
Signature

AFFIANT

Given under my hand and official seal this 28th day of June, 2007.

My Commission Expires: January 9, 2011

Official Seal
Notary Public, State of West Virginia
June Mackey
836 Pine Lane
Weston, WV 26452
My commission expires January 9, 2011

June L Mackey
Notary Public

STATE OF WEST VIRGININA
COUNTY OF LEWIS
CITY OF WESTON, to wit:

The forgoing Oath of Office was this day filed with me as Clerk of the City of Weston, This 28 day of June, 2007.

Clerk of the City of Weston

Seal:

OATH OF OFFICE

STATE OF WEST VIRGINIA
COUNTY OF LEWIS
CITY OF WESTON

I, Terry W. Cogar, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia, and that I will truly, faithfully and impartially discharge the duties of the office upon which I am about to enter to the best of my skill and judgment.

Terry W. Cogar
Signature

AFFIANT

Given under my hand and official seal this 28th day of June, 2007.

My Commission Expires: January 9, 2011

Notary Public, State of West Virginia
June Mackey
836 Pine Lane
Weston, WV 26452
My commission expires January 9, 2011

June L. Mackey
Notary Public

STATE OF WEST VIRGININA
COUNTY OF LEWIS
CITY OF WESTON, to wit:

The forgoing Oath of Office was this day filed with me as Clerk of the City of Weston,
This 28 day of June, 2007.

Clerk of the City of Weston

Seal:

OATH OF OFFICE

STATE OF WEST VIRGINIA
COUNTY OF LEWIS
CITY OF WESTON

I, **Julia H. Spelsberg,** do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia, and that I will truly, faithfully and impartially discharge the duties of the office upon which I am about to enter to the best of my skill and judgment.

Julia H. Spelsberg
Signature

AFFIANT

Given under my hand and official seal this 28th day of June, 2007.

My Commission Expires January 9, 2011

Notarial Seal
State of West Virginia
June Mackey
836 Pine Lane
Weston, WV 26452
My commission expires January 9, 2011

June L. Mackey
Notary Public

STATE OF WEST VIRGININA
COUNTY OF LEWIS
CITY OF WESTON, to wit:

The forgoing Oath of Office was this day filed with me as Clerk of the City of Weston, This 28 day of June, 20 07.

Clerk of the City of Weston

Seal:

CITY OF WESTON

AN ORDINANCE INCREASING THE RATES, FEES AND CHARGES FOR SERVICE FOR CUSTOMERS OF THE SEWAGE SYSTEM OF THE CITY OF WESTON.

THE COUNCIL OF THE CITY OF WESTON HEREBY ORDAINS: The following rules, rates and charges are hereby fixed, determined and established for municipal sewage services provided to all general domestic, commercial, and industrial users and customers of the City of Weston Municipal Sewage Treatment Plant and Collection System, commencing upon the effective date as hereinafter provided, and in accordance with the following Rates and Schedules:

SECTION NO. 1 TARIFF

APPLICABILITY

Applicable in the entire territory served, including all current extensions or proposed extensions namely the areas of Homewood, Bendale, Deanville and Jordanville, Lewis County, West Virginia.

AVAILABILITY OF SERVICE

Available for general domestic, commercial and industrial service.

METERED RATE

For all customers with metered water supply:

	Weston City Customers	Homewood/Bendale Rt. 33, Jordanville/Deanville
First 2,000 gallons used per month	$9.12 per 1,000 gallons	$10.78 per 1,000 gallons
Next 3,000 gallons used per month	$9.12 per 1,000 gallons	$10.78 per 1,000 gallons
Next 20,000 gallons used per month	$6.99 per 1,000 gallons	$ 8.66 per 1,000 gallons
Next 225,000 gallons used per month	$6.18 per 1,000 gallons	$ 7.85 per 1,000 gallons
Next 112,500 gallons used per month	$4.72 per 1,000 gallons	$ 6.39 per 1,000 gallons

MINIMUM CHARGE

The above schedule is subject to a minimum monthly charge as follows:

a) Weston city customers: rate of $9.12/month/1,000 gallons for a minimum bill of $18.24 for 2,000 gallons

b) Homewood/Bendale/Rt. 33/Jordanville/Deanville customers: rate of $10.78/month /1,000 gallons for a minimum bill of $21.56 for 2,000 gallons

DELAYED PAYMENT PENALTY

The above schedule is net. On all accounts not paid in full within twenty (20) days of date of bill, ten percent (10%) will be added to the net amount shown.

WEST VIRGINIA UNIVERSITY SURCHARGE

$3.53 per 1,000 gallons per month to be charged to West Virginia University for supplying service to Jackson's Mill and the Fire School, to be in effect for the period until the Jane Lew Public Service District connects to the system.

MULTIPLE OCCUPANCY

Where multiple service is rendered through one water meter, the monthly sewer bill shall be not less than the minimum charge provided for above, multiplied by the number of families, apartments, residences, stores, offices, mobile homes (house trailers), or other units receiving water service from such meter.

UNMETERED USERS

a) In locations within the municipal boundaries of the City of Weston where the residential customer has no water meter, charges for sewer service shall be a flat monthly charge of Forty-One and 04/100ths Dollars ($41.04) per connection to the sewer facilities.

b) In locations outside the municipal boundaries of the City of Weston where the residential customer has no water meter, charges for sewer service shall be a flat monthly charge of Forty-Eight and 51/100ths Dollars ($48.51) per connection to the sewer facilities.

This is based upon the national average residential water usage of 4,500 gallons a month.

SEWER CONNECTION (TAP) FEE

The general charge for making each service connection shall be the greater of $400.00 or the actual cost of connection (including labor and/or contracted services) to make an ordinary connection to the sewer system. The actual cost will be determined at the sole discretion of the City of Weston, acting by and through the Weston Sanitary Board.

If the tap will not flow by gravity, the customer shall provide and maintain a pump and pumping equipment according to specifications approved by the Weston Sanitary Board in addition to the above mentioned tap fees.

BULK RATE

The West Virginia Water Company shall be furnished sewer service at the rate of Twenty Eight Thousand Fourteen Dollars ($28,014.00) per annum payable at the rate of Two Thousand Thirty Four and 50/100ths Dollars ($2,034.50) per month.

WATER DISCONNECTION AND RECONNECTION FEE

A disconnection fee of water service requested by the Weston Sanitary Board in the case of nonpayment of sewer service charges imposed by this ordinance shall be $20.00 and the reconnection fee of water service upon the payment of delinquent sewer service charges shall be $20.00.

In the event that a building or premises discharging sewage, water or other liquid waste into the municipal sanitary sewer system uses water supplied on other than a metered basis, the owner, or occupant, may be required to cause a water meter or other measuring device to be installed.

SPECIAL CHARGES

In the event that the sewage, water or other liquid waste being discharged into the sanitary sewers from any building, or premises, is determined by the City to contain unduly high concentrations of any substances which add to the operating costs of the sewage system of said City, then the City may establish special rates and charges as to such class of buildings, or premises, or the City may require the owners, or other interested parties, to specially treat such sewage, water or other liquid waste before it is discharged into the municipal sanitary sewer system, at the user's sole cost and expense.

SECTION 2. SEPARABILITY; REPEAL OF CONFLICTING ORDINANCES

The provisions of this Ordinance are separable, and if any clause, provision or section hereof shall be held void or unenforceable by the West Virginia Public Service Commission or any court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance. Upon the effective date hereof, all ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflicts, hereby repealed, and to the extent that the provisions of this Ordinance do not touch upon the provisions of prior ordinances, resolutions, orders or parts thereof, the same shall remain in full force and effect.

SECTION 3. EFFECTIVE DATE

The rates, charges and penalties provided herein shall become effective forty-five (45) days after final enactment hereof, or as soon thereafter as the same may be approved by the Public Service Commission of West Virginia.

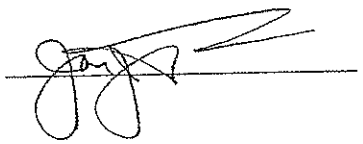
SECTION 4. STATUTORY NOTICE AND PUBLIC HEARING

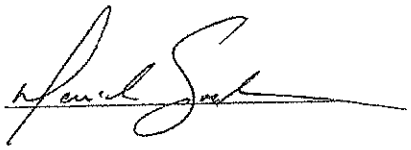
Upon introduction hereof, the City Clerk shall cause to be published a copy of this Ordinance once a week for two (2) successive weeks within a period of fourteen (14) consecutive days, with at least six (6) days between each publication, in The Weston Democrat, qualified newspapers of general circulation in the City of Weston, and said notice shall state that this Ordinance has been introduced, and that any person interested may appear before Council on Tuesday, April 10, 2007, at 6:00 p.m., which date is not less than ten days after the date of the first publication of the Ordinance and notice, and present any comment or protest thereto, following which hearing, Council shall take such action as it shall deem proper. Copies of this Ordinance shall be available to the public for inspection at the office of the City Clerk, Weston, West Virginia.

First Reading: March 21, 2007

Second Reading: April 10, 2007

CITY OF WESTON, a municipal corporation

Mayor 

Clerk 

City of Weston
102 West Second St.
Weston, WV 26452
Phone: 304-269-6141; Fax: 304-269-7842; TTY: 304-269-2413

Mayor: Jon J. Tucci

Special Council Meeting
April 10, 2007
Weston City Hall

The Common Council of the City of Weston held its Special Council Session on Tuesday, April 10, 2007 at 6:00 p.m. at the Lewis County Senior Center.

Mayor Jon J. Tucci asked City Clerk Derrick M. Snyder to begin roll call at 6:00 p.m. Present at the meeting was Mayor Jon J. Tucci, Councilwoman Shannon Cunningham, Councilwoman Ella Clem, Councilwoman Betty Brooks, Councilman Charles Hathaway, City Clerk Derrick M. Snyder, and Special Counsel Tracey Weber III.

Mayor Jon Tucci opened the floor for any comments from the public on the rate increase to the Sanitary Board and there were no objections on the public hearing.

Mayor Jon Tucci then opened the regular meeting. Mayor Jon Tucci asked the clerk to read the ordinance. City Clerk Snyder read the ordinance as follows;

AN ORDINACE INCREASING THE RATES, FEES, AND CHARGES FOR SERVICE FOR CUSTOMERS OF THE SEWAGE SYSTEM OF THE CITY OF WESTON

Mayor Jon Tucci then asked for a motion to approve the second reading. Councilwoman Shannon Cunningham made the motion to approve the second reading and it was second by Councilwoman Betty Brooks and the motion carried 4 ayes to 0.

Mayor Jon Tucci then mentioned a few items to Council. Mayor Jon Tucci said that he had a letter drafted by the Clerk to Rapid Cable. Mayor Jon Tucci asked Council to allow him to invite them to a town hall meeting. Council gave their blessing. Mayor Jon Tucci then informed Council that the City Manager found some liability insurance for the skate park for $2500.00 but it was found out that Buckhannon pays $250.00 per year. Mayor Tucci would like to investigate this some more. Mayor Jon Tucci said that they State Auditor has approved a levy estimate and we will have to meet again on April 17, 2007. Mayor Tucci said that we received a letter from the County Commission about the CVB Board. Mayor Tucci said that the Red Hatters wanted to do a festival. A brief discussion ensued. Mayor Jon Tucci asked for a motion to adjourn. Councilman Charles Hathaway made the motion to adjourn and it was second by Councilwoman Ella Clem and the motion carried 4 ayes to 0.

Mayor, Jon Tucci

City Clerk, Derrick M. Snyder

City of Weston
102 West Second St.
Weston, WV 26452
Phone: 304-269-6141; Fax: 304-269-7842; TTY: 304-269-2413

Mayor: Jon J. Tucci

Special Council Meeting
March 21, 2007
Weston Municipal Building
6:00 p.m.

The Common Council of the City of Weston held its Special Council Session on Tuesday, March 21, 2007 at 6:00 p.m. at the Weston Municipal Building.

Mayor Jon J. Tucci asked City Clerk Derrick M. Snyder to begin roll call at 6:00 p.m. Present at the meeting was Mayor Jon J. Tucci, Councilwoman Shannon Cunningham, Councilwoman Ella Clem, Councilwoman Betty Brooks, Councilman Charles Hathaway, City Clerk Derrick M. Snyder, City Attorney Tracey Weber III and Fire Chief Mike Young. Department Heads not present Chief of Police Robbie Clem, Street Commissioner Vinson Ryder, and Building Inspector John Hogan. City Finance Manger Crystal Hixson was absent do to illness

New Business

911 Addressing and Mapping- Bill Rowan from 911 addressed Council about them doing the mapping for the City of Weston. Mr. Rowan stated that there were duplication of streets and half numbers. After a brief discussion Mayor Jon Tucci stated that they should do it because the City does not have the manpower to do it. Mayor Jon Tucci stated that Council will have the final say on the names of streets if they are changed.

Councilwoman Ella Clem made the motion to allow 911 to do the mapping and addressing for the City of Weston and it was second by Councilwoman Shannon Cunningham. Mr. Rowan asked the City Clerk to write a letter and carbon copy it to the County Commission.

2007/2008 Budget-Mayor Jon Tucci asked for the approval of the budget. Councilwoman Betty Brooks stated that we can not approve it we have not had a work session on it. Mayor Jon Tucci apologized and stated that he was not thinking.

Councilman Charles Hathaway asked when they were going to have a work session on the budget and how close was it to being done. City Clerk Derrick Snyder stated that he has spoken with Crystal and it was about 95% done and she thought we could have the work session on Monday and then approve it on Tuesday. City Clerk Derrick Snyder stated that it had to be postmarked by the 28th. Councilman Charles Hathaway stated that does not leave us much time. Councilwoman Shannon Cunningham stated that she was not comfortable working on something one evening and then approving it the next morning. Mayor Jon Tucci stated that we need to have a work session, so when do you want to have it, how about Friday morning from 8:00 to 9:00?

Everyone agreed that would be fine. Mayor Jon Tucci stated that if you need another session we could possibly do it on Saturday. Councilwoman Betty Brooks made the motion to table the 2007/2008 Budget and it was second by Councilwoman Ella Clem and the motion carried 4 ayes to 0.

Reading of the Ordinance to Increase the Sanitary Fees- Special Counsel Tracey Weber III stated that this ordinance was to raise the fees to help cover the bond debt.

Councilwoman Betty Brooks asked what the $400.00 was for. Special Counsel Tracey Weber III stated that it was for tap fees, that this covered everything and it was part of the tariff. Councilwoman Betty Brooks stated that she did not vote for the fee before why would she vote for it now? Councilwoman Betty Brooks asked how she

could vote on something that she just got today? Councilman Charles Hathaway stated that he wasn't in favor of this fee either. Councilwoman Betty Brooks asked if this was for everybody? Special Counsel Tracey Weber III stated no, it was for new residents who request a tap. Councilwoman Betty Brooks stated how much this will cost the residents of the City? Tracey Weber III stated that their bill will go up about $2.00. Councilman Charles Hathaway stated that he needed figures. Special Counsel Tracey Weber III stated that they were on page 2. Mr. Mike Woofter from the audience yelled that if someone already has a good system then do they have to connect to it, he was told that they did not have to. Bond Counsel from Steptoe and Johnson stated that it was state law. Mr. Woofter stated that there will be a lawsuit. The attorney from Steptoe and Johnson stated that there has been. Mayor Jon Tucci stated that the Sanitary Board loses money with the $150.00 tap fee. Councilman Charles Hathaway asked about the owners be responsible for the pumps if they are below grade. Special Counsel Tracey Weber stated that it is the property owner's responsibility for new customers. Special Counsel Tracey Weber III stated that this is for the first phase. Councilman Charles Hathaway asked about the surcharge for WVU. Mayor Jon Tucci stated that there is a surcharge on their bill and they agreed to it because we need their sewer. Councilman Charles Hathaway asked if they would be taking in Jackson's Mill. Mayor Jon Tucci stated that would be phase II.

Mayor Jon Tucci stated that we have a regional plant and we need the people to make it flow. Mr. Mike Woofter interrupted and stated that he would like them to reroute the out of city trucks through Jackson's Mill because they are crossing over the yellow line on North River. Mr. Woofter also stated that he would like a copy of the Curfew Ordinance and the Noise Ordinance. Mayor Jon Tucci stated that he would need to come in and speak with the City Clerk and file a formal complaint. Councilwoman Betty Brooks stated that if we approve this tonight it is not final. Special Counsel Tracey Weber III stated no, it is the first reading. Councilwoman Shannon Cunningham made the motion to approve first reading of the ordinance and it was second by Councilman Charles Hathaway and the motion carried 4 ayes to 0. Mayor Jon Tucci then asked the City Clerk Derrick Snyder to read the ordinance as follows:

AN ORDINANCE INCREASING THE RATES, FEES AND CHARGES FOR SERVICE FOR CUSTOMERS OF THE SEWAGE SYSTEM OF THE CITY OF WESTON

Relay for Life-Councilman Charles Hathaway made the motion to approve the waiver for the Business License and B&O for the yard sale and it was second by Betty Brooks and the motion carried 4 ayes to 0.

Streetscape-City Clerk Derrick Snyder stated that we need to approve Ryan Environmental and that we have the money in coal severance. Councilwoman Betty Brooks made the motion to approve Ryan Environmental and it was second by Councilwoman Ella Clem and the motion carried 4 ayes to 0.

Mayor Jon Tucci stated that he had received a phone call from Yonnie Southall about the skate park and that they wanted to use the end of the parking lot and he just wanted to make Council aware. Mayor Jon Tucci called for a motion to adjourn. Councilwoman Ella Clem made the motion to adjourn and it was second by Councilwoman Betty Brooks and the motion carried 4 ayes to 0.

Mayor, Jon Tucci

City Clerk, Derrick Snyder

AFFIDA .T OF PUBLICATION

STATE OF WEST VIRGINIA,
COUNTY OF LEWIS, to wit:

I, ROBERT BILLETER, being first duly sworn upon my oath, do depose and say that I am Editor of The Weston Democrat, Inc., a corporation, publisher of the newspaper entitled The Weston Democrat, a Democratic newspaper; that I have been duly authorized by the board of directors of such corporation to execute this affidavit of publication; that such newspaper has been published for more than one year prior to publication of the annexed notice described below; that such newspaper is regularly published weekly; for at least fifty weeks during the calendar year; in the Municipality of Weston, Lewis County, West Virginia; that such newspaper is a newspaper of "general circulation", as that term is defined in article three, chapter fifty-nine of the Code of West Virginia, 1931, as amended, within the publication area or areas of the aforesaid municipality and Lewis County; that such newspaper averages in length four or more pages exclusive of any cover, per issue; that such newspaper is circulated to the general public at a definite price or consideration; that such newspaper is a newspaper to which the general public res s for passing events of a political, religious, commercial and social nature, and for the current happenings, announcements, miscellaneous reading matters, advertisements, and other notices; that the annexed notice of Public Hearing of Change in Sewer Rates was duly published in said newspaper once a week for two weeks (Class. II), commencing with the issue of the 11th day of April, 2007 and ending with the issue of the 18th day of April, 2007; that said annexed notice was published on the following dates: April 11 and April 18, 2007; and the cost of publishing said annexed notice as aforesaid was $162.96; total number of words: 776.

Robert Billeter Editor

Taken, subscribed and sworn to before me in my said county this 19th day of April, 2007.

Rebecca J. Pickens

My commission expires June 30, 2014

Notary Public Lewis County, West Virginia.

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
REBECCA J. PICKENS
910 CEMETERY ST., APT. 1
WESTON, WV 26452

LEGAL ADVERTISEMENT

PUBLIC NOTICE OF CHANGE IN SEWER RATES OF THE CITY OF WESTON

NOTICE is hereby given that the CITY OF WESTON (the "City") on April 10, 2007 has enacted an ordinance containing increased rates and charges for furnishing sewer service to its 3,958 customers in Lewis County.

The proposed increased rates and charges will become effective on May 26, 2007, unless otherwise ordered by the Public Service Commission (the "Commission") and will produce approximately $254,189 annually in additional revenue, an increase of 21.42%.

The average monthly bill for the various classes of customers will be as changed as follows:

TYPE OF CUSTOMER	$ INCREASE	% INCREASE
Residential Weston (4500 gallons)	$5.64	15.9%
Residential Homewood/Bendale, Rt. 33, Jordanville/Deanville (4500 gallons)	$5.64	13.1%
Commercial Weston (10,000 gallons)	$8.75	9.7%
Commercial Homewood/Bendale, Rt. 33, Jordanville/Deanville (10,000 gallons)	$8.75	15.6%
Industrial	N/A	N/A
Resale	N/A	N/A

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 Commission upon 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 and charges by:

(1) Any customer aggrieved by the changed rates or charges who presents to the Commission a petition signed by not less than 25% of the customers served by the City's sewer system or

(2) Any customer who is served by the City's sewer system and who resides outside the corporate limits and who is affected by the changed rates or charges and who presents to the Commission a petition alleging discrimination between customers within and without the City's boundaries. Said petition shall be accompanied by evidence of discrimination or

(3) Any customer or group of customers who are affected by said change in rates who reside within the City's boundaries and who present a petition to the Commission alleging discrimination between said customer or group of customers and other customers of the City's sewer system. Said petition shall be accompanied by evidence of discrimination.

All petitions should be addressed to the Executive Secretary, Public Service Commission of West Virginia, 201 Brooks Street, 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 the Recorder's Office at the City Hall, 102 West Second Street, Weston, West Virginia.

A copy of the proposed rates is available for public inspection at the Office of the Executive Secretary of the Public Service Commission at 201 Brooks Street, P.O. Box 812, Charleston, West Virginia.

By: /s/ Derrick Snyder, City Recorder 47-2

AFFIDAVIT OF PUBLICATION

STATE OF WEST VIRGINIA,
COUNTY OF LEWIS, to wit:

I, ROBERT BILLETER, being first duly sworn upon my oath, do depose and say that I am Editor of The Weston Democrat, Inc., a corporation, publisher of the newspaper entitled The Weston Democrat, a Democratic newspaper; that I have been duly authorized by the board of directors of such corporation to execute this affidavit of publication; that such newspaper has been published for more than one year prior to publication of the annexed notice described below; that such newspaper is regularly published weekly; for at least fifty weeks during the calendar year; in the Municipality of Weston, Lewis County, West Virginia; that such newspaper is a newspaper of "general circulation", as that term is defined in article three, chapter fifty-nine of the Code of West Virginia, 1931, as amended, within the publication area or areas of the aforesaid municipality and Lewis County; that such newspaper averages in length four or more pages exclusive of any cover, per issue; that such newspaper is circulated to the general public at a definite price or consideration; that such newspaper is a newspaper to which the general public resorts for passing events of a political, religious, commercial and social nature, and for the current happenings, announcements, miscellaneous reading matters, advertisements, and other notices; that the annexed notice of Public Hearing was duly published in said newspaper once a week for two weeks (Class. II), commencing with the issue of the 28th day of March, 2007 and ending with the issue of the 4th day of April, 2007; that said annexed notice was published on the following dates: March 28 and April 4, 2007; and the cost of publishing said annexed notice as aforesaid was $52.64; total number of words: 2484.

Robert Billeter Editor

Taken, subscribed and sworn to before me in my said county this 5th day of April, 2007.

Rebecca J. Pickens

My commission expires June 30, 2014

Notary Public Lewis County, West Virginia

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
REBECCA J. PICKENS
910 CEMETERY ST., APT. 1
WESTON, WV 26452
My commission expires June 30, 2014

LEGAL ADVERTISEMENT LEGAL ADVERTISEMENT LEGAL ADVERTISEMENT

NOTICE OF PUBLIC HEARING ON
CITY OF WESTON SEWER RATE ORDINANCE

A public hearing will be held on Tuesday, April 10, 2007, at 6:00 p.m., prevailing time, on the following ordinance which has been introduced on March 21, 2007. Any person interested may appear before the City Council of the City of Weston at City Hall, 102 West Second Street, Weston, West Virginia, and present any comment or protest thereto, following which hearing Council shall take such action as it shall deem proper.

AN ORDINANCE INCREASING THE RATES, FEES AND CHARGES FOR SERVICE FOR CUSTOMERS OF THE SEWAGE SYSTEM OF THE CITY OF WESTON

THE COUNCIL OF THE CITY OF WESTON HEREBY ORDAINS: The following rules, rates and charges are hereby fixed, determined and established for municipal sewage services provided to all general domestic, commercial and industrial users and customers of the City of Weston Municipal Sewage Treatment Plant and Collection System, commencing upon the effective date as hereinafter provided, and in accordance with the following Rates and Schedules:

SECTION NO. 1 TARIFF

APPLICABILITY

Applicable in the entire territory served, including all current extensions or proposed extensions namely the areas of Homewood, Bendale, Deanville and Jordanville, Lewis County, West Virginia.

AVAILABILITY OF SERVICE

Available for general domestic, commercial and industrial service.

METERED RATE

For all customers with metered water supply:

	Weston City Customers	Homewood/Bendale Rt. 33, Jordanville/Deanville
First 2,000 gallons used per month	$9.12 per 1,000 gallons	$10.78 per 1,000 gallons
Next 3,000 gallons used per month	$9.12 per 1,000 gallons	$10.78 per 1,000 gallons
Next 20,000 gallons used per month	$6.99 per 1,000 gallons	$ 8.66 per 1,000 gallons
Next 225,000 gallons used per month	$6.18 per 1,000 gallons	$ 7.85 per 1,000 gallons
Next 112,500 gallons used per month	$4.72 per 1,000 gallons	$ 6.39 per 1,000 gallons

MINIMUM CHARGE

The above schedule is subject to a minimum monthly charge as follows:

a) Weston city customers: rate of $9.12/month/1,000 gallons for a minimum bill of $18.24 for 2,000 gallons

b) Homewood/Bendale/Rt. 33/Jordanville/Deanville customers: rate of $10.78/month /1,000 gallons for a minimum bill of $21.56 for 2,000 gallons

DELAYED PAYMENT PENALTY

The above schedule is net. On all accounts not paid in full within twenty (20) days of date of bill, ten percent (10%) will be added to the net amount shown.

WEST VIRGINIA UNIVERSITY SURCHARGE

$3.53 per 1,000 gallons per month to be charged to West Virginia University for supplying service to Jackson's Mill and the Fire School, to be in effect for the period until the Jane Lew Public Service District connects to the system.

MULTIPLE OCCUPANCY

Where multiple service is rendered through one water meter, the monthly sewer bill shall be not less than the minimum charge provided for above, multiplied by the number of families, apartments, residences, stores, offices, mobile homes (house-trailers), or other units receiving water service from such meter.

UNMETERED USERS

a) In locations within the municipal boundaries of the City of Weston where the residential customer has no water meter, charges for sewer service shall be a flat monthly charge of Forty-One and 04/100ths Dollars ($41.04) per connection to the sewer facilities.

b) In locations outside the municipal boundaries of the City of Weston where the residential customer has no water meter, charges for sewer service shall be a flat monthly charge of Forty-Eight and 51/100ths Dollars ($48.51) per connection to the sewer facilities. This is based upon the national average residential water usage of 4,500 gallons a month.

SEWER CONNECTION (TAP) FEE

The general charge for making each service connection shall be the greater of $400.00 or the actual cost of connection (including labor and/or contracted services) to make an ordinary connection to the sewer system. The actual cost will be determined at the sole discretion of the City of Weston, acting by and through the Weston Sanitary Board.

If the tap will not flow by gravity, the customer shall provide and maintain a pump and pumping equipment according to specifications approved by the Weston Sanitary Board in addition to the above mentioned tap fees.

BULK RATE

The West Virginia Water Company shall be furnished sewer service at the rate of Twenty Eight Thousand Fourteen Dollars ($28,014.00) per annum payable at the rate of Two Thousand Thirty Four and 50/100ths Dollars ($2,034.50) per month.

WATER DISCONNECTION AND RECONNECTION FEE

A disconnection fee of water service requested by the Weston Sanitary Board in the case of nonpayment of sewer service charges imposed by this ordinance shall be $20.00 and the reconnection fee of water service upon the payment of delinquent sewer service charges shall be $20.00.

In the event that a building or premises discharging sewage, water or other liquid waste into the municipal sanitary sewer system uses water supplied on other than a metered basis, the owner, or occupant, may be required to cause a water meter or other measuring device to be installed.

SPECIAL CHARGES

In the event that the sewage, water or other liquid waste being discharged into the sanitary sewers from any building, or premises, is determined by the City to contain unduly high concentrations of any substances which add to the operating costs of the sewage system of said City, then the City may establish special rates and charges as to such class of buildings, or premises, or the City may require the owners, or other interested parties, to specially treat such sewage, water or other liquid waste before it is discharged into the municipal sanitary sewer system, at the user's sole cost and expense.

SECTION 2. SEPARABILITY; REPEAL OF CONFLICTING ORDINANCES

The provisions of this Ordinance are separable, and if any clause, provision or section hereof shall be held void or unenforceable by the West Virginia Public Service Commission or any court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance. Upon the effective date hereof, all ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflicts, hereby repealed, and to the extent that the provisions of this Ordinance do not touch upon the provisions of prior ordinances, resolutions, orders or parts thereof, the same shall remain in full force and effect.

SECTION 3. EFFECTIVE DATE.

The rates, charges and penalties provided herein shall become effective forty-five (45) days after final enactment hereof or as soon thereafter as the same may be approved by the Public Service Commission of West Virginia.

SECTION 4. STATUTORY NOTICE AND PUBLIC HEARING.

Upon introduction hereof, the City Clerk shall cause to be published a copy of this Ordinance once a week for two (2) successive weeks within a period of fourteen (14) consecutive days, with at least six (6) days between each publication, in the Weston Democrat, a qualified newspapers of general circulation in the City of Weston, and said notice shall state that this Ordinance has been introduced and that any person interested may appear before Council on Tuesday, April 10, 2007 at 6:00p.m., which date is not less than ten days after the date of the first publication of the Ordinance and notice and present any comment or protest thereto, following which hearing, Council shall take such action as it shall deem proper. Copies of this Ordinance shall be available to the PUBLIC for inspection at the office of the City Clerk, Weston, West Virginia.

First Reading: March 21, 2007

Second Reading: April 10, 2007

CITY OF WESTON, a municipal corporation

Mayor

Clerk

To be signed following second reading and enactment. Signatures will appear only on final Ordinance.

CERTIFICATION AND NOTICE

I hereby certify that the foregoing is a true and accurate copy of an Ordinance which has been introduced and adopted on first reading at a meeting of the City Council of the City of Weston held on March 21, 2007, pursuant to proper notice at which meeting a quorum was present and acting throughout. Any person interested may appear before the City Council of the City of Weston at City Hall, 102 West Second Street, Weston, West Virginia, on Tuesday, the 10th day of April, 2007, at 6:00p.m., being the date, time and place of the proposed final adoption of this Ordinance and be heard. The Council will then take such action as it shall deem proper in the premises. The proposed Ordinance may be inspected by the public at the office of the Recorder in the City Hall, 102 West Second Street, Weston, West Virginia, during regular office hours.

Derrick Snyder

Recorder

RULES OF PROCEDURE OF THE CITY OF WESTON

RESOLUTION ESTABLISHING RULES BY WHICH THE DATE, TIME, PLACE AND AGENDA OF ALL REGULARLY SCHEDULED MEETINGS AND THE DATE, TIME, PLACE AND PURPOSE OF ALL SPECIAL MEETINGS ARE TO BE MADE AVAILABLE, IN ADVANCE, TO THE PUBLIC AND NEWS MEDIA AND PROVIDING WHEN THIS RESOLUTION AND SUCH RULES SHALL TAKE EFFECT.

Be it Resolved and Ordered by the Council of the City of Weston, Lewis County, West Virginia:

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

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

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

(B) The Council of the City of Weston (the "Council"), Lewis County, West Virginia (the "City"), is the governing body of the City within the meaning of the Act.

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

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

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

the ensuing year. In addition, a copy of the agenda for each regularly scheduled meeting shall also be posted at the same location by the City Clerk not less than 72 hours before such regular meeting is to be held.

The Council shall also instruct the City Clerk to, and the City Clerk shall, distribute to each of the newspapers and other news media listed below a notice identical to that posted:

News Media	Address
Weston Democrat	306 Main Street Weston, WV 26452
Clarksburg Exponent-Telegram	324 Hewes Avenue Clarksburg, WV 26301

A notice shall be considered distributed to a news medium when it has been addressed to such news medium at the address listed above, or at such other address as the news medium has in writing requested be used, marked or stamped with first class postage and deposited in the United States mail. In July of each year after the adoption of this Resolution, the Council shall review the above list and shall amend such list as needed, in the opinion of the Council, to reflect properly all the newspapers and other news media that customarily cover news of the area served by the Council. In addition, a copy of the agenda for each regularly scheduled meeting shall also be distributed to the news media by the City Clerk not less than 72 hours before such regular meeting is to be held.

In the event of any modification to the date, time, place or agenda of a regularly scheduled meeting of the Council, notice of such modification shall immediately be given to the public and news media by posting at the place and distributing to the news media in the manner set forth above not less than 48 hours before such regular meeting is to be held. A copy of the notice of such modification shall be attached to and made a part of the minutes of the meeting for which such notice was given.

Rule No. 2. Notice of Special Meetings. Not less than 72 hours prior to the date set for any special meeting of the Council, the Council shall instruct the City Clerk to, and the City Clerk shall, post at the regular meeting place of the Council, where notices customarily are posted, a notice setting forth the date, time, place and purpose or purposes of such special meeting. Business at such special meeting shall be limited to the purpose or purposes specified in said notice.

As soon as practical after the posting of said notice, but not less than 72 hours prior to the date set for such special meeting, the City Clerk shall distribute to each of the

newspapers and other news media listed in Rule No. 1 hereof, a notice identical to that posted. Amendments made to such news media list, as provided for in said Rule No. 1, shall be incorporated by reference in this Rule No. 2. A notice shall be considered distributed to a news medium when it has been addressed to such news medium at the address listed in said Rule No. 1, or at such other address as the news medium has in writing requested be used, marked or stamped with first class postage and deposited in the United States mail.

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

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

Rule No. 4. Executive Sessions. The Council may hold an executive session during a regular, special or emergency meeting in accordance with Section 4 of the Act. During the open portion of the meeting, prior to convening an executive session, the Mayor shall identify the authorization under Section 4 of the Act for holding the executive session and present it to the Council and to the general public, but no decision may be made in the executive session. An executive session may be held only upon a majority affirmative vote of the Council members present. The Council may hold an executive session and exclude the public only when a closed session is required for any of the actions permitted under Section 4 of the Act.

Rule No. 5. Minutes. The Council shall provide for the preparation of written minutes of all of its meetings. Subject to the exceptions set forth in Section 4 of the Act, minutes of all meetings except minutes of executive sessions, if any are taken, shall be available to the public within a reasonable time after the meeting and shall include, at least, the following information:

(1) The date, time and place of the meeting;
(2) The name of each Council member present and absent;
(3) All motions, proposals, resolutions, orders, ordinances and measures proposed, the name of the person proposing the same and their disposition; and
(4) The results of all votes and, upon the request of a Council member, the vote of each Council member, by name.

Rule No. 6. No Actions by Reference. Except as otherwise expressly provided by law, the Council may not deliberate, vote, or otherwise take official action upon any matter by reference to a letter, number or other designation or other secret device or method, which may render it difficult for persons attending a meeting to understand what is being deliberated, voted or acted upon. However, this rule does not prohibit the Council from deliberating, voting or otherwise taking action by reference to an agenda, if copies of the agenda, sufficiently worded to enable the public to understand what is being deliberated, voted or acted upon, are available for public inspection at the meeting. The Council may not vote by secret or written ballot.

Rule No. 7. Broadcasting of Meetings. Except as otherwise provided in this rule, any radio or television station is entitled to broadcast all or any part of a Council meeting required to be open. The Council may regulate the placement and use of equipment necessary for broadcasting, photographing, filming or recording a meeting, so as to prevent undue interference with the meeting. The Council shall allow the equipment to be placed within the meeting room in such a way as to permit its intended use, and the ordinary use of the equipment may not be declared to constitute undue interference; provided, that if the Council, in good faith, determines that the size of the meeting room is such that all the members of the public present and the equipment and personnel necessary for broadcasting, photographing, filming and tape-recording the meeting cannot be accommodated in the meeting room without unduly interfering with the meeting and an adequate alternative meeting room is not readily available, then the Council, acting in good faith and consistent with the purposes of this rule, may require the pooling of the equipment and the personnel operating it.

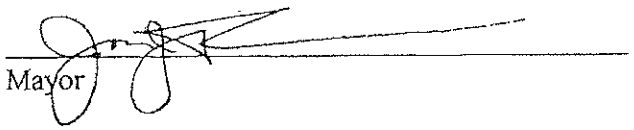
Rule No. 8. Telephonic Meetings. Council meetings may be held by telephone conference or other electronic means. All Council members participating by telephone or other electronic means must be audible to all those personally present.

Section 4. Committee Meetings. All meetings of any committee of the Council shall be subject to the Rules of Procedure set forth in Section 3 hereof.

Section 5. Conflicting Provisions Repealed. All resolutions, orders and rules, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflicts, hereby repealed.

Section 6. Effective Time. This Resolution and the Rules of Procedure promulgated hereby shall take effect immediately upon the adoption hereof.

Adopted this 6th day of June, 2005.



Mayor

CERTIFICATION

Certified a true copy of a Resolution duly adopted by the Council of the City of Weston on the 6th day of June, 2005.

Dated this 24th day of June, 2005.

[SEAL]

Rebecca J. Pickens
City Clerk

05/17/05
100530/00308

May 24, 1947 Journal 7 Page 189

AN ORDINANCE PROVIDING FOR A TAX OF PURCHASES OF INTOXICATING LIQUORS.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WESTON:

As authorized and empowered by Section 1bz, Article 4 , Chapter 8 of the Code of West Virginia, there is hereby levied upon , and shall be collected from, the purchaser of any and all intoxicating liquors purchased at retail within the corporate limits of the City of Weston , a tax of one cent for each fifty cents or fractional part thereof of the purchase price or charge paid for such intoxicating liquors by the purchaser thereof.

This ordinance is to be effective on and after July 1, 1947.

July 11, 1947 Journal 7 Page 199

AN ORDINANCE PROVIDING THAT THE CUSTODY, ADMINISTRATION, OPERATION AND MAINTENANCE OF A SEWAGE COLLECTION SYSTEM FOR THE CITY OF WESTON SHALL BE VESTED IN A SANITARY BOARD AS PROVIDED BY CHAPTER 16, ARTICLE 13 OF THE CODE OF WEST VIRGINIA.

Whereas, by virtue of Chapter 16-Article 13, Section 1b, of the Code of W. Va., the City of Weston is thereby authorized and empowered to own, acquire, construct, equip, operate and maintain a Sewage Collection System, and

Whereas, by order duly entered by the State Water Commission of the State of West Virginia, the City of Weston has been directed to cease pollution of the West Fork River. Now, therefore be it ordained by the Common Council of the City of Weston:-

1. That the custody, administration, operation and maintenance of a Sewage Collection System for the City of Weston shall be under the supervision and control of a Sanitary Board.

2. Such Sanitary Board shall be composed of the Mayor of the City of Weston and five persons appointed by the Council of the said City of Weston. One of them, during the construction period of said Sewage Collection System must be a registered professional engineer.

3. The Engineer Member of the Board need not be a resident of the City of Weston, and after the construction of the plant has been completed, the Engineer Member may be succeeded by a person not an engineer.

4. No officer or employee of the City of Weston, whether holding a paid or unpaid office, shall be eligible to appointment on said Sanitary Board until he is out over after the expiration of the term of his public office.

5. Said appointments shall originally be appointed for terms of two and three years respectively, and upon the expiration of each such term, one each succeeding term, the appointment of a successor shall be made in like manner for a term of three years. Vacancies shall be filled for an unexpired term in the same manner as the original appointment. Each Member shall give bond, if any, as may be required by said Board.

6. The Mayor shall act as Chairman of the Sanitary Board, who shall appoint a Vice-Chairman from its members and shall designate a Secretary and Treasurer(but the Secretary and Treasurer may be one and the same,) who need not be a member of said Sanitary Board. The Vice-Chairman, Secretary and Treasurer shall hold office as such at the will of the Sanitary Board. The Members of the Sanitary Board shall receive, as compensation for their services, the sumof $ 25.00 dollars per month for each member and shall be entitled to payment for theirreasonable expenses incurred in the performance of their duties. The compensation of the Secretary shall be the sum of $-10.00 dollars per month and the compensation of the Treasurer shall be the sum of$ 10.00 per month and the said Treasurer shall give bond in the amount of $ 1,000.00 dollars with good security.

7. Said Sanitary Board shall have all such powers and authority as set forth in Chapter 16 Article 13 Section 17 of the Code of West Virginia.

8. All compensation together with the expenses in this ordinance referred to shall be paid solely from funds provided under the authority of Article 13-Chapter 16 of the Code of West Virginia.

9. The Sanitary Board shall have power to establish by-laws, rules and regulations for it's own government.

10. This ordinance shall be in effect from passage.

RULES OF PROCEDURE
OF THE SANITARY BOARD OF THE CITY OF WESTON

RESOLUTION ESTABLISHING RULES BY WHICH THE DATE, TIME, PLACE AND AGENDA OF ALL REGULARLY SCHEDULED MEETINGS AND THE DATE, TIME, PLACE AND PURPOSE OF ALL SPECIAL MEETINGS ARE TO BE MADE AVAILABLE, IN ADVANCE, TO THE PUBLIC AND NEWS MEDIA AND PROVIDING WHEN THIS RESOLUTION AND SUCH RULES SHALL TAKE EFFECT.

Be it Resolved and Ordered by the Sanitary Board of the City of Weston, Lewis County, West Virginia:

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

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

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

(B) The Sanitary Board (the "Board") of the City of Weston, Lewis County, West Virginia (the "City"), is a governing body within the meaning of the Act.

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

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

Rule No. 1. Notice of Regularly Scheduled Meetings. Immediately after adoption of this Resolution and in July of each year thereafter, the Board shall instruct the Secretary to, and the Secretary shall, post, and leave posted throughout the year to which it applies, at the regular meeting place of the Board, where notices customarily are posted, a

notice setting forth the date, time and place of the Board's regularly scheduled meetings for the ensuing year. In addition, a copy of the agenda for each regularly scheduled meeting shall also be posted at the same location by the Secretary not less than 72 hours before such regular meeting is to be held.

The Board shall also instruct the Secretary to, and the Secretary shall, distribute to each of the newspapers and other news media listed below a notice identical to that posted:

News Media	Address
Weston Democrat	306 Main Street Weston, WV 26452
Clarksburg Exponent-Telegram	324 Hewes Avenue Clarksburg, WV 26301

A notice shall be considered distributed to a news medium when it has been addressed to such news medium at the address listed above, or at such other address as the news medium has in writing requested be used, marked or stamped with first class postage and deposited in the United States mail. In July of each year after the adoption of this Resolution, the Board shall review the above list and shall amend such list as needed, in the opinion of the Board, to reflect properly all the newspapers and other news media that customarily cover news of the area served by the Board. In addition, a copy of the agenda for each regularly scheduled meeting shall also be distributed to the news media by the Secretary not less than 72 hours before such regular meeting is to be held.

In the event of any modification to the date, time, place or agenda of a regularly scheduled meeting of the Board, notice of such modification shall immediately be given to the public and news media by posting at the place and distributing to the news media in the manner set forth above not less than 48 hours before such regular meeting is to be held. A copy of the notice of such modification shall be attached to and made a part of the minutes of the meeting for which such notice was given.

Rule No. 2. Notice of Special Meetings. Not less than 72 hours prior to the date set for any special meeting of the Board, the Board shall instruct the Secretary to, and the Secretary shall, post at the regular meeting place of the Board, where notices customarily are posted, a notice setting forth the date, time, place and purpose or purposes of such special meeting. Business at such special meeting shall be limited to the purpose or purposes specified in said notice.

As soon as practical after the posting of said notice, but not less than 72 hours prior to the date set for such special meeting, the Secretary shall distribute to each of the

newspapers and other news media listed in Rule No. 1 hereof, a notice identical to that posted. Amendments made to such news media list, as provided for in said Rule No. 1, shall be incorporated by reference in this Rule No. 2. A notice shall be considered distributed to a news medium when it has been addressed to such news medium at the address listed in said Rule No. 1, or at such other address as the news medium has in writing requested be used, marked or stamped with first class postage and deposited in the United States mail.

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

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

Rule No. 4. Executive Sessions. The Board may hold an executive session during a regular, special or emergency meeting in accordance with Section 4 of the Act. During the open portion of the meeting, prior to convening an executive session, the Chairperson shall identify the authorization under Section 4 of the Act for holding the executive session and present it to the Board and to the general public, but no decision may be made in the executive session. An executive session may be held only upon a majority affirmative vote of the Board members present. The Board may hold an executive session and exclude the public only when a closed session is required for any of the actions permitted under Section 4 of the Act.

Rule No. 5. Minutes. The Board shall provide for the preparation of written minutes of all of its meetings. Subject to the exceptions set forth in Section 4 of the Act, minutes of all meetings except minutes of executive sessions, if any are taken, shall be available to the public within a reasonable time after the meeting and shall include, at least, the following information:

(1) The date, time and place of the meeting;
(2) The name of each Board member present and absent;
(3) All motions, proposals, resolutions, orders, ordinances and measures proposed, the name of the person proposing the same and their disposition; and
(4) The results of all votes and, upon the request of a Board member, the vote of each Board member, by name.

Rule No. 6. No Actions by Reference. Except as otherwise expressly provided by law, the Board may not deliberate, vote, or otherwise take official action upon any matter by reference to a letter, number or other designation or other secret device or method, which may render it difficult for persons attending a meeting to understand what is being deliberated, voted or acted upon. However, this rule does not prohibit the Board from deliberating, voting or otherwise taking action by reference to an agenda, if copies of the agenda, sufficiently worded to enable the public to understand what is being deliberated, voted or acted upon, are available for public inspection at the meeting. The Board may not vote by secret or written ballot.

Rule No. 7. Broadcasting of Meetings. Except as otherwise provided in this rule, any radio or television station is entitled to broadcast all or any part of a Board meeting required to be open. The Board may regulate the placement and use of equipment necessary for broadcasting, photographing, filming or recording a meeting, so as to prevent undue interference with the meeting. The Board shall allow the equipment to be placed within the meeting room in such a way as to permit its intended use, and the ordinary use of the equipment may not be declared to constitute undue interference; provided, that if the Board, in good faith, determines that the size of the meeting room is such that all the members of the public present and the equipment and personnel necessary for broadcasting, photographing, filming and tape-recording the meeting cannot be accommodated in the meeting room without unduly interfering with the meeting and an adequate alternative meeting room is not readily available, then the Board, acting in good faith and consistent with the purposes of this rule, may require the pooling of the equipment and the personnel operating it.

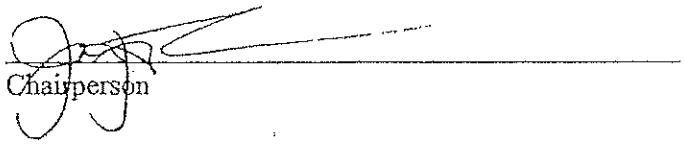
Rule No. 8. Telephonic Meetings. Board meetings may be held by telephone conference or other electronic means. All Board members participating by telephone or other electronic means must be audible to all those personally present.

Section 4. Committee Meetings. All meetings of any committee of the Board shall be subject to the Rules of Procedure set forth in Section 3 hereof.

Section 5. Conflicting Provisions Repealed. All resolutions, orders and rules, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflicts, hereby repealed.

Section 6. Effective Time. This Resolution and the Rules of Procedure promulgated hereby shall take effect immediately upon the adoption hereof.

Adopted this 13th day of June, 2005.



Chairperson

CERTIFICATION

Certified a true copy of a Resolution duly adopted by the Sanitary Board of the City of Weston on the 13th day of June, 2005.

Dated this 24th day of June, 2005.

[SEAL]

Secretary

05/17/05
100530/00308

AN ORDINANCE AMENDING AND REVISING REQUIREMENTS FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A SEWAGE DISPOSAL SYSTEM IN THE CITY OF WESTON, THE DISCHARGE OF SEWAGE AND INDUSTRIAL WASTE TO THE MUNICIPAL SANITARY SEWAGE SYSTEM, AND THE IMPOSITION OF RIGHTS FOR THE USE OF THE SERVICE RENDERED BY THE SEWAGE SYSTEM; AND TO ESTABLISH SAID ORDINANCE TO COMPLY WITH ALL FEDERAL AND STATE REGULATIONS GOVERNING THE SEWAGE SYSTEM IN THE CITY OF WESTON

WHEREAS, the City of Weston, Lewis County, West Virginia, presently owns and operates a municipal sewage system supplying sewer service in and to the City of Weston and surrounding territory; and

WHEREAS, it is the desire of the City of Weston to establish an ordinance controlling the construction, acquisition, operation and maintenance of the sewage collection and disposal system of the City of Weston or areas being serviced by said system to include such terminology as is necessary to bring applicable codes pertinent to the City of Weston sewage collection and disposal system into compliance with Federal and State regulations. It is further the intent of this ordinance to charge the responsibility of updating and amending this ordinance to comply with future changes or expansions of the rules and regulations governing said system to the City of Weston Council and the Weston Sanitary Board, and that this amendment shall be performed on an annual basis commencing from the date of passage of this ordinance and all such amendments shall be a part of said ordinance upon final action of the counsel of the City of Weston; and

WHEREAS, this ordinance shall be referred to as the City of Weston Sewer Use Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WESTON, LEWIS COUNTY, WEST VIRGINIA, AS FOLLOWS:

DIVISION I - DEFINITIONS

ARTICLE 927

Sewer Regulations

927.02 Definitions.

927.02 Use of public sewers required.

927.03 Private wastewater disposal.

927.04 Building sewers and connections.

927.05 Use of sanitary sewers.

927.10 Street sewer extensions.

927.11 Restroom and toilet facilities required.

927.12 Leaking sewers.

927.13 Duty to maintain restroom or toilet facilities.

927.96 Sewer Rates.

927.06 Tampering with wastewater facilities.

927.07 Powers and authority of Inspectors.

927.08 Sewer connection charge.

927.09 Approval generally; compliance.

927.97 Regulations.

927.98 Penalty.

927.99 Validity.

CROSS REFERENCES

Power to regulate utility systems - see *W. Va. Code* 8-12-6(32)
Sewer connections - see *W. Va. Code* 8-18-22
Power to collect charges - see 927.99 Validity. 8-13-6(32), 16.13-16
Review by Public Service Commission - see *W. Va. Code* 24-2-4(b)
Deposit limitations - see *W. Va. Code* 24-3-8

927.01 DEFINITIONS.

Unless the context specifically indicates otherwise, the meaning of terms used in this article shall be as follows:

(a) "Biochemical oxygen demand" (BOD) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at twenty degrees Celsius, expressed in milligrams per liter.

(b) "Building drain" means that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five feet (1.5 meters) outside the inner face of the building wall.

(c) "Building sewer" means the extension from the building drain to the public sewer or other place of disposal, also called house connection.

(d) "Combined sewer" means a sewer intended to receive both wastewater and storm or surface water.

(e) "Easement" means an acquired legal right for the specific use of land owned by others.

(f) "Floatable oil" means oil, fat or grease in physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. A wastewater shall be considered free of floatable fat if it is properly pretreated and the wastewater does not interfere with the collection system.

(g) "Garbage" means the animal and vegetable waste resulting from the handling, preparation, cooking and serving of food.

(h) "Industrial wastes" means the wastewater from industrial processes, trade or business as distinct from domestic or sanitary wastes.

(i) "Natural outlet" means any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake or other body of surface or groundwater.

(j) "May" is permissive. See "shall" in subsection (r) hereof.

(k) "Person" means any individual, firm, company, association, society corporation or group.

(l) "pH" means the logarithm of the reciprocal of the hydrogen-ions concentration. The concentration is the weight of hydrogen-ion, in grams, per liter of solution. Neutral water, for example, has a pH value of 7 and a hydrogen-ion concentration of 10.

(m) "Properly shredded garbage" means the wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than on-half inch (1.27 centimeters) in any dimension.

(n) "Public sewer" means a common sewer controlled by a governmental agency or public utility.

(o) "Sanitary sewer" means a sewer that carries liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions together with minor quantities of ground, storm and surface waters that are not admitted intentionally.

(p) "Sewage" means the spent water of a community. The preferred term is "wastewater", subsection (x) hereof.

(q) "Sewer" means a pipe or conduit that carries wastewater or drainage water.

(r) "Shall" is mandatory. See "may" subsection (j) hereof.

(s) "Slug" means any discharge of water or wastewater which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen minutes more than five times the average twenty-four hour concentration or flows during normal operation and shall adversely affect the collection system and/or performance of the wastewater treatment works.

(t) "Storm drain" or "storm sewer" means a drain or sewer for conveying water, groundwater, subsurface water or unpolluted water from any source.

(u) "Superintendent" means the Superintendent of Public Works of the City, or his authorized deputy, agent or representative.

(v) "Suspended solids" means total suspended matter that either floats on the surface of, or is in suspension in, water, wastewater or other liquids, and that is removable by laboratory filtering as prescribed in "Standard Methods for the Examination of Water and Wastewater" and referred to as nonfilterable residue.

(w) "Unpolluted water" means water of quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards and would not be benefited by discharge to the sanitary sewers and wastewater treatment facilities provided.

(x) "Wastewater" means the spent water of a community. From the standpoint of source, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions, together with any groundwater, surface water and stormwater that may be present.

(y) "Wastewater facilities" means the structures, equipment and process required to collect, carry away and treat domestic and industrial wastes and dispose of the effluent.

(z) "Wastewater treatment works" means an arrangement of devices and structures for treating wastewater, industrial wastes and sludge. Sometimes used as synonymous with "waste treatment plant" or "wastewater treatment plant" or "water pollution control plant."

(aa) "Watercourse" means a natural or artificial channel for the passage of water either continuously or intermittently.

927.02 USE OF PUBLIC SEWERS REQUIRED.

(a) No person shall place, deposit or permit to be deposited in any unsanitary manner on public or private property within the City or in any area under the jurisdiction of the City, any human or animal excrement, garbage or objectionable waste.

(b) No person shall discharge to any natural outlet within the City, or in any area under the jurisdiction of the City, any wastewater or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this article.

(c) Except as hereinafter provided, no person shall construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of wastewater.

(d) The owner(s) of all houses, buildings or properties used for human occupancy, employment, recreation or other purposes, situated within the City and abutting on any street, alley or right of way in which there is now located or may in the future be located a public sanitary or combined sewer of the City, is hereby required at the owner(s)' expense to install suitable toilet facilities herein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this article, within ninety days after date of official notice to do so, provided that the public sewer is within on hundred feet (80.50) meters) of the property line.

927.03 PRIVATE WASTEWATER DISPOSAL.

(a) Where a public sanitary or combined sewer is not available under the provisions of Section (927.02(d), the building sewer shall be connected to a private wastewater disposal system complying with the provisions of this article.

(b) Before commencement of construction of a private wastewater disposal system, the owner(s) shall first obtain a written permit signed by the Superintendent. The application for such permit shall be made on a form furnished by the City, which the applicant shall supplement by any plans, specifications, and other information as are deemed necessary by the Superintendent. A Tap Fee of One Hundred Fifty Dollars ($150.00) shall be paid to the City at the time the application is filed.

(c) A permit for a private wastewater disposal system shall not become effective until the installation is completed to the satisfaction of the Superintendent. The Superintendent shall be allowed to inspect the work at any stage of construction, and, in any event, the applicant for the permit shall notify the Superintendent when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within twenty-four hours of the receipt of notice by the Superintendent.

(d) The type, capacities, location and layout of a private wastewater disposal system shall comply with all recommendations of the Department of Public Health of the State. No permit shall be issued for any private wastewater disposal system employing subsurface soil absorption facilities where the area of the lot is less than 10,000 square feet (925 square meters). No septic tank or cesspool shall be permitted to discharge to any natural outlet.

(e) At such time as a public sewer becomes available to a property served by a private wastewater disposal system, as provided in Section 927.02(d), a direct connection shall be made to the public sewer within sixty days in compliance with this article, and any septic tanks, cesspools and similar private wastewater disposal facilities shall be cleaned of sludge and filled with suitable material.

(f) The owner(s) shall operate and maintain the private wastewater disposal facilities in a sanitary manner at all times, at no expense to the City.

(g) No statement contained in this article shall be construed to interfere with any additional requirements that may be imposed by the Health Officer.

927.04 BUILDING SEWERS AND CONNECTIONS.

(a) No unauthorized person(s) shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the Superintendent.

(b) Should the Superintendent refuse to approve any such application, the offended applicant may by letter petition Council to review such refusal. The letter petitioning for such review shall be lodged in the City Treasurer's office at least twenty-four hours prior to the regular Council meeting at which such offended applicant desires to be heard. If, upon such review, Council is satisfied that the

proposed connection complies with the requirements of this article it may, by majority vote, authorize and direct the Mayor to approve the application to cause the permit to be issued.

(c) There shall be two classes of building sewer permits: for residential and commercial service, and for service to establishments producing industrial wastes. In either case, the owner(s) or his agent shall make application on a special form furnished by the City. The permit application shall be supplemented by any plans, specifications or other information considered pertinent in the judgement of the Superintendent. A Tap Fee of One Hundred Fifty Dollars ($150.00) for a residential or commercial building sewer permit and a Tap Fee of One Hundred Fifty Dollars ($150.00) for an industrial building sewer permit shall be paid to the City at the time the applications is filed.

(d) All costs and expenses incidental to the installation and connection of the building sewer shall be borne by the owner(s). The owner(s) shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

(e) A separate and independent building sewer shall be provided for every building; except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard or driveway, the front building may be extended to the rear building and the whole considered as one building sewer, but the City does not and will not assume any obligation or responsibility for damage caused by or resulting from any such single connection aforementioned.

(f) Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the Superintendent, to meet all requirements of this article.

(g) The size, slope, alignment, materials or construction of a building sewer and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench, shall all conform to the requirements of the *Building and Plumbing Code* or other applicable rules and regulations of the City. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM and WPCF Manual of Practice No. 9 shall apply.

(h) Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.

(i) No person(s) shall make connection of roof downspouts, foundation drains, areaway drains or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer unless such connection is approved by the Superintendent for purposes of disposal of polluted surface drainage.

(j) The connection of the building sewer into the public sewer shall conform to the requirements of the *Building and Plumbing Code* or other applicable rules and regulations of the City, or the procedures set forth in appropriate specifications of the ASTM and the WPCF Manual of Practice No. 9. All such connections shall be made gastight and watertight and verified by proper testing. Any deviation from the prescribed procedures and materials must be approved by the Superintendent before installation.

(k) The applicant for the building sewer permit shall notify the Superintendent when the building sewer is ready for inspection and connection to the public sewer. The connection and testing shall be made under the supervision of the Superintendent or his representatives.

(l) All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City.

927.05 USE OF SANITARY SEWERS.

(a) No person shall discharge or cause to be discharged any storm water, surface water, ground water, roof runoff, subsurface drainage, cooling water or unpolluted industrial or commercial process waters to the sanitary sewer system of the City.

(b) The owner of each house, building or premises used for human occupancy, employment, recreation or any other purpose, situated within the City or utilizing any portion of the City's Sanitary sewer system, is hereby required, at his own expense, to eliminate from such sanitary sewer system all storm water, surface water, ground water, roof runoff, subsurface drainage, cooling water or unpolluted industrial or commercial process waters entering the sanitary sewer system from his property, within sixty days after date of proper notice from the City to do so.

(c) Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers or to a natural outlet approved by the Superintendent and other regulatory agencies. Unpolluted industrial cooling water or process waters may be discharged, on approval of the Superintendent, to a storm water, combined sewer or natural outlet.

(d) No person(s) shall discharge or cause to be discharged any of the following described waters or wastes to any public sewers:

(1) Gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas;

(2) Waters containing toxic or poisonous solids liquid or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any waste treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters or the wastewater treatment plant;

(3) Waters or wastes having a pH lower than 5.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the wastewater works; or

(4) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the wastewater facilities such as, but no limited to, ashes, bones, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails; and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.

(e) The following described substances, materials, waters or waste shall be limited in discharges to Municipal systems to concentrations or quantities which will not harm either the sewers, wastewater treatment process or equipment, will not have an adverse effect on the receiving stream, or will not otherwise endanger lives, limb, public property, or constitute a nuisance. The Superintendent may set limitations lower than the limitations established in the regulations below if in his opinion such more severe limitations are necessary to meet the above objectives. In forming his opinion as to the acceptability, the Superintendent will give consideration to such factors as the quantity of subject waste in relation to flows and velocities in the sewers, materials of construction of the sewers, the wastewater treatment process employed, capacity of the wastewater treatment plant, degree of treatability of the waste in the wastewater treatment plant, and other pertinent factors. The limitations or restrictions on materials or characteristics of waste or wastewaters discharged to the sanitary sewer which shall not be violated without approval of the Superintendent are as follows:

(1) Wastewater having a temperature higher than 150 degrees Fahrenheit (sixty-five degrees Celsius);

(2) Wastewater containing more than twenty-five milligrams per liter of petroleum oil, nonbiodegradable cutting oils or product of mineral oil origin;

(3) Wastewater from industrial plants containing floatable oils, fat or grease;

(4) Any garbage that has not been properly shredded (see Section 927.01(m)). Garbage grinders may be connected to sanitary sewers from homes, hotels,

institutions, restaurants, hospitals, catering establishments or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers;

(5) Any waters or waste containing iron, chromium, copper, zinc and similar objectionable or toxic substances to such degree that any such material received in the composite wastewater at the wastewater treatment works exceeds the limits established by the Superintendent for such materials;

(6) Any waters or wastes containing odor-producing substances exceeding limits which may be established by the Superintendent

(7) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Superintendent in compliance with applicable State or Federal regulations.

(8) Quantities of flow, concentrations or both which constitute a "slug" as defined in Section 927.01(s);

(9) Waters or wastes containing substances which are not amendable to treatment or reduction by the wastewater treatment processes employed, or are amenable to treatment only to such degree that the wastewater treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters; or

(10) Any water or wastes which by interaction with other water or wastes in the public sewer system, release obnoxious gases, form suspended solids which interfere with the collection system, or create a condition deleterious to structures and treatment processes.

(f) If any waters or wastes are discharged or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in subsection (e) hereof, and which in the judgement of the Superintendent, may have a deleterious effect upon the wastewater facilities, processes, equipment or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the Superintendent may:

(1) Reject the wastes;

(2) Require pretreatment to an acceptable condition for discharge to the public sewers;

(3) Require control over the quantities and rates of discharge; and/or

(4) Require payment to cover added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of subsection (k) hereof.

When considering the above alternatives, the Superintendent shall give consideration to the economic impact of such alteration on the discharges. If the Superintendent permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the Superintendent.

(g) Grease, oil and sand interceptors shall be provided when, in the opinion of the Superintendent, they are necessary for the proper handling of liquid wastes containing floatable grease in excessive amounts, as specified in subsection (a)(e) hereof, or any flammable wastes, sand or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Superintendent , and shall be located as to be readily and easily accessible for cleaning and inspection. In the maintaining of these interceptors the owner (a) shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates, and means of disposal which are subject to review by the Superintendent. Any removal and hauling of the collected materials not performed by owner(s)' personnel must be performed by currently licensed waste disposal firms.

(h) Where pretreatment of flow-equalizing facilities are provided or required for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner(s) at his expense.

(i) When required by the Superintendent, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable structure together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling and measurement of wastes. Such structure, when required, shall be accessibly and safely located and shall be constructed in accordance with plans approved by the Superintendent. The structure shall be installed by the owner as his expense and shall be maintained by him so as to be safe and accessible at all times.

(j) The Superintendent may require a user of sewer services to provide information needed to determine compliance with this article. These requirements may include:

(1) Wastewaters discharge peak rate and volume over a specified time period.

(2) Chemical analyses of wastewaters.

(3) Information on raw materials, processes and products affecting wastewater volume and quality.

(4) Quantity and disposition of specific liquid, sludge, oil, solvent or other materials important to sewer use control.

(5) A plot plan of sewers of the user's property showing sewer and pretreatment facility location.

(6) Details of wastewater pretreatment facilities.

(7) Details of systems to prevent and control the losses of materials through spills to the Municipal sewer.

(k) All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in this article shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater", published by the American Public Health Association. Sampling methods, location, times, durations and frequencies are to be determined on an individual basis subject to approval by the Superintendent.

(l) No statement contained in this article shall be construed as preventing any special agreement or arrangement between the City and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the City for treatment.

927.06 TAMPERING WITH WASTEWATER FACILITIES.

No person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the wastewater facilities. Any person violating this section shall be subject to immediate arrest under charge of disorderly conduct.

927.07 POWERS AND AUTHORITY OF INSPECTORS.

(a) The Superintendent and other duly authorized employees of the City bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling and testing pertinent to discharge to the community system in accordance with the provisions of this article.

(b) The Superintendent or other duly authorized employees are authorized to obtain information concerning industrial processes which have a direct bearing on the kind and source of discharge to the wastewater collection system. The industry may withhold information considered confidential. The industry must establish that the revelation to the public of the information in question might result in an advantage to competitors.

(c) While performing the necessary work on private properties referred to in subsection (a) hereof, the Superintendent or duly authorized employees of the City shall observe all safety rules applicable to the premises established by the company, and the company shall be held harmless for injury or death to the City's Employees, and the

City shall indemnify the company against loss or damage to its property by City's employees and against liability claims and demands for personal injury or property damage asserted against the company and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions as required by Section 927.05(i)

(d) The Superintendent and other duly authorized employees of the City bearing proper credentials and identification shall be permitted to enter all private properties through which the City holds a duly negotiated easement for the purposes of, but not limited to, inspection, observations, measurement, sampling, repair and maintenance of any portion of the wastewater facilities lying within the easement. All entry and subsequent work, if any, on the easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved

927.98 SEWER CONNECTION CHARGE.

There shall be a charge for connection to the sewer system as provided by ordinance.

927.09 APPROVAL GENERALLY; COMPLIANCE.

All connections of street sewer extensions, trunk sewer extensions or connections of any type to the City sanitary sewer system, or extensions thereof, must be approved by Council or by its authorized representative, as hereinafter provided. Approval may be secured by first submitting application to the City on forms supplied by the City. All connections must comply with the requirements of this article and with any other reasonable requirements which are necessary for engineering or public health reasons. (1976 *Code* Se. 19-29)

927.10 STREET SEWER EXTENSIONS.

(a) Applications. Where any individual or organization desires to construct or have constructed, sanitary sewers beyond the present sewer, and connect same to the City sanitary sewer system, application for such construction and connections must first be submitted to and approved by, Council. Application must be in the form of a letter outlining the proposed project and accompanied by detailed plans and specifications which shall contain all information pertinent to the design and construction of the proposed sanitary sewers. Two copies of such plans and specifications must be submitted. Both copies thereof shall be approved by Council, one copy to be returned to the applicant and the other copy to be filed in the offices of the City Treasurer.

(b) Specifications. In general, the design and construction of all sanitary sewers shall comply with sound recognized engineering practices and sewer construction standards. Council shall reserve the right to invoke any requirements which are

deemed necessary for the protection, satisfactory operation and future maintenance of the sanitary sewer system.

(c) Pipe Standards. All sanitary sewer lines serving more than two lots shall have an inside diameter of at least six inches. Large sizes may be required where volume of sewage flow or possible future development indicates they are needed. The sewer pipe shall be SDR 35 PVC or other acceptable and approved material. No old or used sewer pipe shall be used for sanitary sewers unless accepted by a representative of Council.

(d) Joints. Joints shall be well caulked and oakum and then sealed. Other types of joints will be considered for approval. Every joint, after being made, shall be scraped on the inside before the next pipe is placed to insure a perfect flow line.

(e) Lines; Grades. All sewers shall be laid on straight lines and uniform grades. Grades shall be such as to cause a minimum velocity in the sewer of at least two feet per second when sewer is flowing half full. In calculating minimum sewer grades, velocities and maximum capacities, Kotter's Formula with N - .031, shall be used.

(f) Manholes. Standard manholes shall be required at each change of direction or grade, intersection with other sewers, or at least every 400 feet. Manholes shall be constructed of pre-cast reinforced concrete sections. They shall have smooth, well-formed inverts, so as not to interfere with the smooth flow of sewage through the bottom. The manholes shall have a minimum diameter of four feet and, near the top shall be tapered to a diameter of two feet five inches. Construction of the manhole shall be such that a water-tight structure will result, and each manhole shall be equipped with cast iron steps to provide reasonable access to the bottom. The manhole shall be topped with a standard cast iron frame and cover. Sample drawings showing manhole details may be obtained upon request from the City Engineer.

(g) Trenches. Before any pipe is laid in a dry trench, the trench shall be evenly graded with depressions being made for the bell end of the pipe, so that the weight of the pipe will be evenly supported along its entire length. After the pipe is laid and properly jointed, loose earth shall be carefully tamped about the pipe and to a depth of at least six inches above the top of the pipe, after which coarser materials may be backfilled. Where the bottom of the trench has been filled in, the builder shall be required to thoroughly tamp the area under the pipe. In wet soil or "quick sand," a rigid type of pipe, such as cast iron, may be required in order to insure stability of the sewer line. The need for a rigid type pipe shall be decided by the Council representative inspecting the work.

(h) Infiltration. All pipe shall be laid and jointed so as to provide a tight waterproof and root-resistant system. If it is deemed advisable by the Council representative,

infiltration tests may be made upon the new sewer lines before they are placed in service.

Infiltration shall not exceed the following amounts:

Size of Pipe (inches)	Allowable Infiltration in Gallons Per Mile Per 24 Hours
8	6,300
12	9,500
15	15,000

In the event that the measurement of infiltration exceed the allowable limits, as stated in the above table, the applicant shall be required to repair the defective joints or pipe to reduce the infiltration to the specified limits.

(i) Inspection; Backfilling. Council shall have the right to inspect all materials and work at any time during the progress of the job. No sewer line or manhole excavations shall be backfilled without the prior inspection and approval of the Council representative.

(j) House Laterals. All house lateral connections constructed as a part of a new sewer extensions shall conform in every respect to the provisions of this article regarding house lateral connections to the City sanitary sewer systems. Wherever a sewer line is to be constructed under a paved street, or a street which is to be paved in the near future, house laterals shall be constructed at the same time as the street sewer. These laterals shall be extended to, or beyond the existing or proposed curb line of the pavement.

(k) Right of Way. All sewer line extensions shall be made in recognized street or alley rights of way or under rights of way especially dedicated for sewer line construction. Where sewer lines are constructed in rights of way other than streets or alleys, the builder of such sewer lines shall furnish Council with legal rights of way agreements conveying these rights of way to the City. The width of such rights of way shall be at least five feet on either side of the centerline of the sewer.

(l) Conveyance to City. After satisfactory completion of the construction of the sewer extensions, if then within the City corporate limits or upon the subdivision or development in which such sewer extensions have been constructed being taken into the City, the builder and/or owner of these sewer extensions shall, by appropriate instrument, covey the ownership of these new sewer lines and the necessary rights of way therefor, to the City for future maintenance and operation. Such sewers shall be subject to all rules and regulations applicable to the City sanitary system,

including the obligation to pay the prevailing sewer service charges from the time the sewer extensions are placed in service (1976 *Code* Sec. 19-32)

927.11 RESTROOM AND TOILET FACILITIES REQUIRED.

Every building or other structure used as a dwelling or within which reasons are employed or congregate shall be equipped with restroom or toilet facilities. No property owner shall construct or maintain a building or other structure in which restrooms or toilet facilities are required as herein set forth without such restrooms or toilet facilities, and no such property owner shall maintain a building in which restrooms or toilets are available without connecting the sewers from such building to the public sewer as herein required. (1976 *Code* Sec. 19-33)

927.12 LEAKING SEWERS.

No property owner shall permit the escape of sewage from his property onto adjoining public or private property. Every such property owner shall be responsible for maintaining the sewer line or lines run from his property to the public sanitary sewer and shall promptly cause any such line or lines to be replaced or repaired, should the same be broken or leaking. (1976 *Code* Se. 19-35).

927.13 DUTY TO MAINTAIN RESTROOM OR TOILET FACILITIES.

Every property owner shall maintain the restroom or toilet facilities within the building or structure owned by him in good working order and, in the event the restroom or toilet facilities become damaged, obstructed or useless, shall immediately repair it. (1976 *Code* Sec. 19-37)

927.96 - SEWER SERVICE CHARGE - SCHEDULE OF RATES:

1. The Sewer service charge - schedule of rates - for any owner, tenant, or occupant of each and every lot or parcel of real estate or building situate within or outside the corporate limits of the City of Weston having any connection with the City's public sanitary sewage system and discharging sewage, industrial wastes, water or other liquids into said system, is as [illegible] set forth in "AN ORDINANCE ESTABLISHING A REVISED SCHEDULE OF

and discharging sewage, industrial wastes, water or other liquids into said system, is as heretofore set forth in "AN ORDINANCE ESTABLISHING A REVISED SCHEDULE OF JUST AND EQUITABLE RATES AND CHARGES FOR THE USE OF AND SERVICES RENDERED BY THE MUNICIPAL SEWAGE SYSTEM OF THE CITY OF WESTON, WEST VIRGINIA, AND PROVIDING FOR THE COLLECTION OF SUCH RATES AND CHARGES: AMENDMENT OF APPLICABLE SECTIONS OF ARTICLE IV, CHAPTER 23, OF THE CODE OF THE CITY OF WESTON", adopted March 21, 1994, effective May 1, 1995.

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after it shall be due and payable, the amount thereof, together with a penalty of Ten Percent (10%) and a reasonable attorney fee, may be recovered by the Sanitary Board in a civil action in the name of the municipality.

In the event of failure to pay the sewer service charge or surcharge after they become delinquent, the Sanitary Board shall be authorized to discontinue all water service to the property and shall have the right to enter upon the property of the user or the service for such purpose and to take such steps as may be necessary to accomplish such removal or closing, and the costs of such removal and closing, as well as the expense of restoring any such service shall likewise be a debt due the City of Weston, and may be recovered by the City by Civil Action in the name of the City, and such sewage service shall not again be turned on, nor the Sewer connection restored until all service charges, including the expense of removal, closing and restoration shall have been paid. Change of ownership or occupancy of premises found delinquent shall not be cause of reducing or eliminating these penalties.

927.99 VALIDITY.

Section 1. All ordinances, or parts of ordinances, in conflict with this ordinances, are hereby repealed.

Section 2. The invalidity of any section, clause, sentence or provision in this ordinance shall not affect the validity of any other section, clause, sentence or provision hereof, which can be effective without such invalid part or parts.

DIVISION 10 -- EFFECTIVE DATE.

Section 1. This ordinance shall go into effect from date of passage.

Passed on First Reading: January 21, 1996

Passed on Second Reading: January 29, 1996

Ordinance Effective: February 5, 1996

CERTIFICATE OF ENACTMENT

I, Betty Brooks, City Clerk of Weston, West Virginia, do hereby certify that the foregoing Ordinance was lawfully ordained and enacted by the Council of the City of Weston at a Regular session assembled on Feb. 5, 1996.

Betty Jo Brooks

City Clerk--Betty Jo Brooks

CITY OF WESTON

Sewer Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund); and
Sewer Revenue Bonds, Series 2011 B
(West Virginia SRF Program)

PETITION OF SANITARY BOARD

The Sanitary Board of the City of Weston (the "City") hereby petitions the Council of the City to enact an ordinance directing that sewerage 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 in an aggregate amount not to exceed $3,000,000, for the purpose of financing the costs of certain additions, betterments and improvements and acquisition and construction of certain improvements to the existing public sewerage system of the City, together with all necessary appurtenances, and the costs of issuance and related costs.

Directed this 9th day of May, 2011.

CITY OF WESTON

By: _____
Its: Chairman

957200.00002

Special Session of Council April 19, 2011

City of Weston
102 W2nd Street
Weston, WV 26452
Phone 304-269-5141 Fax 304-269-7842 TTY 304-269-2314

April 19, 2011
5:15 p.m.
City Building
Mayor Julia Spelsberg

Mayor Julia Spelsberg called the meeting to order at 6 p.m. and asked for roll call from the City Clerk. Present at the meeting was Councilman Jim Oldaker, Councilman Terry Cogar, Councilman Larry Batten, Councilman Jim Anderson, City Manager Richard Light, Finance Manager Michelle Allen, Police Chief Rob Clem, and Fire Chief Kenny James.

New Business

Lay the Levy– Councilman Jim Anderson made a motion to approve the Levy. Councilman Larry Batten seconded the motion and it carried 4 ayes to 0.

Approve Accounts Payable – Councilman Terry Cogar made a motion to approve the accounts payable. Councilman Larry Batten seconded the motion and it carried 4 ayes to 0.

Citizens Complaint – Mayor Spelsberg informed council that the City Attorney said that if the complainant turns in an estimate that we need to pay him that and we can not force him to get his car fixed. We can however request at least 3 estimates.

Rehiring/Reinstating Fireman- Councilman Larry Batten asked to have a contract typed up for the fireman to sign stating that this job is temporary employment for 2 years or until federal funding runs out. Chief James said they can rehire anytime after May 18, 2011. Councilman Terry Cogar made a motion to rehire the fireman pending the contract. Councilman Larry Batten seconded the motion and it carried 4 ayes to 0.

SAFER Grant- Finance Manager Michelle Allen asked council for a separate bank account for the grant money. Councilman Jim Anderson made a motion to open a new bank account for the SAFER Grant money. Councilman Terry Cogar seconded the motion and it carried 4 ayes to 0.

First Reading of North Kitsonville Project Ordinance – Councilman Terry Cogar made a motion to read the ordinance by title only. Councilman Jim Anderson seconded the motion and it carried 4 ayes to 0. The City Clerk continued by reading the ordinance by title only.

Councilman Terry Cogar made a motion to approve the first reading by title only. Councilman Jim Anderson seconded the motion and it carried 3 ayes to 1.

First Reading of the Stormwater Project Ordinance- Councilman Jim Anderson made a motion to have the first reading of the Stormwater Project Ordinance by title only. Councilman Larry Batten seconded the motion and it carried 4 ayes to 0. The City Clerk continued reading the ordinance by title only.

Councilman Jim Anderson made a motion to accept the first reading by title only. Councilman Terry Cogar seconded the motion and it carried 3 ayes to 1.

Health Insurance Issue- Mayor Spelsberg mentioned to council about offering a money amount to those employees that do not take our insurance. The amount of money was $3,000.00. Finance Manager Michelle Allen is to call PEIA. Councilman Jim Oldaker made a motion to table. Councilman Terry Cogar seconded the motion and it carried 4 ayes to 0.

Parking Across from Fire Department- Councilman Terry Cogar made a motion to leave parking as it is. Councilman Larry Batten seconded the motion and it carried 2 ayes 3.

Councilman Jim Anderson made a motion to make it a no parking zone with proper signage across from the Fire Department. Councilman Jim Oldaker seconded the motion and it carried 2 ayes to 3.

Closure of Unnamed Alley- Public Works Director John Hogan informed council that everything is in order to close the alley we just need to have the ordinance readings. Councilman Terry Cogar made a motion to have an ordinance done for the closure of the unnamed alley. Councilman Larry Batten seconded the motion and it carried 4 ayes to 0.

Councilman Jim Anderson made a motion to go into Executive Session at 6:10pm for personnel. Councilman Terry Cogar seconded the motion and it carried 4 ayes to 0.

Councilman Jim Anderson made a motion to come out of Executive Session at 6:55pm. Councilman Terry Cogar seconded the motion and it carried 4 ayes to 0.

Councilman Jim Anderson made a motion to adjourn the meeting at 7:00pm Councilman Terry Cogar seconded the motion and it carried 4 ayes to 0.

_____ _____

Mayor City Clerk

Regular Session of Council May 2, 2011

City of Weston
102 W2nd Street
Weston, WV 26452
Phone 304-269-5141 Fax 304-269-7842 TTY 304-269-2314

May 2, 2011
6:00 p.m.
Lewis County Senior Center
Mayor Julia Spelsberg

Mayor Julia Spelsberg called the meeting to order at 6 p.m. and asked for roll call from the City Clerk. Present at the meeting was Councilman Jim Oldaker, Councilman Terry Cogar, Councilman Larry Batten, Councilman Jim Anderson, Finance Manager Michelle Allen, Police Chief Rob Clem, and Fire Chief Kenny James.

Visitors Section

Group from Broad Street – Several residents from the Broad Street area came before council and expressed there concerns about another resident on their street that is a problem by the name of Jeff Tanely. He is a known drunk and at times he has exposed himself with children around. Mr. Tanely was said to have assaulted another resident on Broad Street, and they are wanting something done with him. They were informed by Officer White there was nothing they could do with Mr. Tanely because he is a alcoholic and could say he did not remember anything and press charges against the City. The question was asked why nothing could be done with him. Chief Clem said he was not aware of the assault but the needed to go through the United Summit Center if they wanted something done with him. The individual that was said to be assaulted, Trinity Daly, lives with Mr. Tanely and their Grandmother. Ms. Daly said that there have been times that her Grandmother has locked herself in her house in fear of Mr. Tanely because he gets so wind up and violent when he is drunk. Chief Clem asked to rebuttal that and said that is not what her Grandmother, Betty Conner, said to him. Chief Clem advised them on the procedure to have something done and said he would talk to them about the assault.

Tim Bullock – Mr. Bullock expressed his concerns about the City's website. Finance Manager Michelle Allen assured him that it would be up and running in the near future.

John Williams – Dr. Williams spoke about his concerns on the parking enforcement and asked to have 2 free parking spaces for each museum in town. He also mentioned his encounter with the public works director and the Police chief regarding his property.

Approval of Minute
Councilman Terry Cogar made a motion to approve the minutes for the Regular session of Council on April 4, 2011. Councilman Terry Cogar seconded the motion and it carried 2 ayes to 0.

Councilman Larry Batten made a motion to approve the minutes for the Special Session of Council on April 19, 2011. Councilman Terry Cogar seconded the motion and it carried 2 ayes to 0.

Commission/Council Reports

Historic Landmarks Commission – Linda Riffle spoke on behalf of the Landmarks Commission she told council that the meeting on April 9, 2011 went very well. The speaker was very impressed with the old historical buildings around town and wanted to come back. She also informed council that they approved Sue Cauffield as their treasurer.

Department Head Report

Police Department: Chief Clem informed council that the police department needs some guidance on the parking issues around town. He said that the people in town are just not getting it and are still parking illegally. Mayor Spelsberg said that they need to park with the flow of traffic.
Jim Bandy brought up the noise issues on Center Avenue due to motorcycles.

Street Department: Public Works director John Hogan informed council that Junior came out and helped clean up after the storm last week. He also asked for council's approval to change the locks at the street department due to an employee being terminated. Councilman Jim Oldaker made a motion to have the locks changed at the street department. Councilman Terry Cogar seconded the motion and it carried 4 ayes to 0.

Fire Department: Chief James informed council that they are having problems with burning permits. He said that people are burning unsafely. Councilman Jim Anderson said that there needs to be more signs by the Huntington Bank because people are still going down the one way street the wrong way.

Building Inspector: Public Works director John Hogan told council that Harrison Avenue needs paved and the estimate is $17,000.00.

Councilman Jim Anderson made a motion to accept all department reports. Councilman Terry Cogar seconded the motion and it carried 4 ayes to 0.

Old Business

PEIA- Councilman Terry Cogar made a motion to table the issue on PEIA. Councilman Jim Anderson seconded the motion and it carried 4 ayes to 0.

Stock parts for Street Department- Public works director John Hogan told council that the normal parts used at the street department would cost $1,103.00. Councilman Terry Cogar made a motion to approve the stock parts,. Councilman Larry Batten seconded the motion and it carried 4 ayes to 0.

Demolition Permit Fees – Public Works director John Hogan asked council to raise the demolition permit fees from $10.00 to $135.00 which would include the inspection fee. Councilman Terry Cogar felt that we shouldn't charge people that want to tear down old houses. John Hogan proposed $40.00. Councilman Jim Oldaker made a motion to raise the demolition fees to $40.00 Councilman Terry Cogar seconded the motion and it carried 4 ayes to 0.

Building Permit Fees – Public works director John Hogan asked to raise the building permit fee to $25.00 and $4.00 for each additional thousand. Councilman Terry Cogar made a motion to raise the building permit fees to $25.00. Councilman Jim Anderson seconded the motion and it carried 4 ayes to 0.

New Business

Planning Commission– Mayor Spelsberg informed council that the Planning Commission was still working on their comprehensive plan and they will meet next Tuesday. Councilman Jim Anderson made a motion to accept the resignation of Jim Bandy and Scott Posey Councilman Terry Cogar seconded the motion and it carried 4 ayes to 0.

Open Cemetery Bids – There was one bid submitted from Joshua Droppleman in the amount of $800.00. Councilman Terry Cogar made a motion to reject the bid. Councilman Jim Oldaker seconded the motion and it carried 1 aye to 3.

Councilman Larry Batten made a motion to approve the bid but on a month to month basis and re-bid the mowing. Councilman Jim Anderson seconded the motion and it carried 3 ayes to 2.

Speed bumps at Whelan Field – Councilman Terry Cogar made a motion to use the speed bumps already at the street department Councilman Jim Oldaker seconded the motion and it carried 3 ayes to 1

WEDA- Councilman Terry Cogar made a motion to appoint Francis Cogar to the Weston Economic Development Authority (WEDA) Councilman Larry Batten seconded the motion and it carried 4 ayes to 0.

Purchase Laptop for Municipal Fees- Finance Manager Michelle Allen asked to have approval to purchase a laptop for municipal billing. She had three quotes $899.99, $1500.00 and $2000.00. The laptop must have a certain video card to run the software. Councilman Larry Batten made a motion to allow Michelle to purchase a new laptop. Councilman Terry Cogar seconded the motion and it carried 4 ayes to 0.

Municipal Building Hours – City Clerk Kristin Droppleman informed council that she and Finance Manager Michelle have been discussing working four (4) ten (10) hour days one would work Mon-Thurs and the other Tues-Fri so the Municipal Building would still be open 5 days a week. Councilman Jim Anderson made a motion to change the Municipal Building hours to 7am-5pm Mon-Fri and Councilman Terry Cogar seconded the motion and it carried 4 ayes to 0.

Hiring Temporary Worker for Street Department – Public works director John Hogan informed council that one employee has been discharged and he would like to bring back Ullman Riffle, the first street department employee laid off. Councilman Terry Cogar made a motion to bring Ullman Riffle back as a part time street department employee at $10.00 an hour on a 6 month temporary bases. Councilman Jim Oldaker seconded the motion and it carried 4 ayes to 0

First reading of the Ordinance Establishing the Public works director – Councilman Larry Batten made a motion to have the first reading of the Ordinance Establishing the Public Works Director by title only. Councilman Terry Cogar seconded the reading and the City Clerk continued by reading the ordinance by title only.

Councilman Larry Batten made a motion to accept the reading by title only. Councilman Jim Anderson seconded the motion and it carried 4 ayes to 0.

Second Reading of the Kitsonville Project Ordinance – Councilman Terry Cogar made a motion to have the second reading of Kitsonville Project Ordinance by title only. Councilman Jim Anderson seconded the motion and it carried 4 ayes to 0. The City Clerk continued with reading the ordinance by title only.

Councilman Terry Cogar made a motion to approve the second reading by title only. Councilman Jim Anderson seconded the motion and it carried 3 ayes to 1. Councilman Oldaker wanted on record his reason for voting against the motion. He said that the City of Weston is in debt $14,000,000.00 and by passing this ordinance it will add another $3,000,000.00 to that debt.

Second Reading of the Stormwater Project Ordinance – Councilman Larry Batten made a motion to have the second reading of the Stormwater Project Ordinance by title only. Councilman Terry Cogar seconded the motion and it carried 3 ayes to 1. The City Clerk continued with the ordinance by title only.

Councilman Jim Anderson made a motion to accept the second reading by title only. Councilman Terry Cogar seconded the motion and it carried 3 ayes to 1. Councilman Jim Oldaker voted against this motion for the same reasons he voted against the other.

Municipal Billing by Square Footage- Finance Manager Michelle Allen said that it would .625 per square foot. She said she doesn't want the City to have to raise anything but we need something to increase our revenue. Councilman Jim Anderson made a motion to table this decision until there is more information. Councilman Terry Cogar seconded the motion and it carried 4 ayes to 0.

Proclamation for Mental Illness Awareness - Councilman Jim Anderson made a motion to approve the proclamation. Councilman Terry Cogar seconded the motion and it carried 4 ayes to 0.

Fire Department Contracted Services - Councilman Batten does not like giving the fire department a monthly payment because it was never voted on by council. Finance Manager Michelle Allen said she just wanted some receipts showing where the money is being used. Councilman Larry Batten said that the monthly payment is illegal and it was done by the previous finance manager and not council. Councilman Terry Cogar made a motion to have the fire department supply the finance manager with receipt to show where the $5,917.00 is being used. Councilman Jim Anderson seconded the motion and it carried 4 ayes to 0.

SAFER Grant Account - Councilman Jim Anderson made a motion to appoint Mayor Spelsberg, Councilman Terry Cogar and City Clerk Kristin Droppleman to the signature cards for the SAFER Grant bank account.

Resolution Authorizing Participation in Consolidated Fund and Electronic Commerce Program - Councilman Jim Anderson made a motion to approve the resolution Councilman Larry Batten seconded the motion and it carried 4 ayes to 0.

Ward Reports
Ward I – Councilman Oldaker wanted to thank the street department for their hard work on Arnold Street.
Ward II- Councilman Terry Cogar informed council that on Buck Hill there was a wall that had fell back when the DOH was working on the bridge on N. River and nothing was done about, was told it was not the City's responsibility has now blocked a ditch and is causing water to run down and across the road into people's homes/basements.
Ward III-X
Ward IV – X
City Manager – X
Mayor –X

Councilman Terry Cogar made a motion to approve the accounts payable. Councilman Larry Batten said he had a problem with the check made out to the Fire Department in the amount of $5917.00. Councilman Jim Anderson seconded the motion and it carried 3 ayes to 1.

Councilman Jim Anderson made a motion to adjourn the meeting at 7:55 pm. Councilman Terry Cogar seconded the motion and it carried 4 ayes to 0.

_____ _____

Mayor City Clerk

Regular Session of Council June 6, 2011

City of Weston
102 W2nd Street
Weston, WV 26452
Phone 304-269-6141 Fax 304-269-7842 TTY 304-269-2314

June 6, 2011
6:00 p.m.
Lewis County Senior Center
Mayor Julia Spelsberg

Mayor Julia Spelsberg called the meeting to order at 6 p.m. and asked for roll call from the City Clerk. Present at the meeting was Councilman Jim Oldaker, Councilman Terry Cogar, Councilman Larry Batten, Councilman Jim Anderson, Finance Manager Michelle Allen, Police Chief Rob Clem, and Fire Chief Kenny James.

Visitors Section

Opal Riffle – Asked Council about a handicap parking space at 667 Locust Avenue

Cliff Mick – Mr. Mick complained to council about some overgrown brush on George Street.

Eloise Mullens and Sarah Riffle – Asked council about handicap parking on West Seventh Street.

Bob Nicholson – Mr. Nicholson spoke briefly about his concerns with the Sanitary plant.

Brenda Lee – Brenda and a group of individuals came before council about the cat issues in the City of Weston.

John Williams – Dr. Williams came before council to criticize council and the State of WV.

Approval of Minute
Councilman Terry Cogar made a motion to approve the minutes for the Regular session of Council on May 2 and the Special Session on May 23, 2011. Councilman Jim Anderson seconded the motion and it carried 3 ayes to 0.

Finance Managers Report – Michelle Allen, City Finance Manager, informed council that she has been working on the Municipal Fees and they will go out by July 1, 2011. Councilman Terry Cogar made a motion to approve the Finance Report. Councilman Jim Anderson seconded the motion and it carried 3 ayes to 0.

Commission/Council Reports

Historic Landmarks Commission – Linda Riffle spoke on behalf of the Landmarks Commission she told council that the meeting dated the 16th is cancelled and they will start back up in August.

Department Head Report

Police Department: Chief Clem expressed his concerns of High Street. He believes making it a one way street would help some of the problems on that road. Councilman Terry Cogar asked Chief Clem if the area would be contacted, Chief Clem said yes they would have a survey done in that area. The Chief also mentioned that the Parking Enforcement Officer asked to work four 10 's. Council believes his job is a 5 day a week job and asked for him to continue his current schedule. Mayor Spelsberg asked about tagging junk cars. John Hogan, Public works director

Informed her that they have 72 hours to remove the car once tagged, excluding weekends. Councilman Jim Oldaker said that on Saturdays the parking is bad all over town and wanted to know if there was an officer working that day. Glen Brown, Jr., President of the Police Civil Service Commission asked council for their approval to give a Sergeants Test. Councilman Jim Anderson made a motion to allow the Police Civil Service Commission to administer the test. Councilman Terry Cogar seconded the motion and it carried 3 ayes to 0.

Street Department: X

Fire Department: Chief James informed council that the guys have started back. There was a fire on 6th Street that caused 3 fire fighters to get hurt. Chief James said that they are all ok.

Building Inspector: X

Councilman Jim Anderson made a motion to accept all department reports. Councilman Terry Cogar seconded the motion and it carried 3 ayes to 0.

Old Business

Feline Control Officer- Councilman Jim Anderson made a motion to table the decision on hiring a feline control officer. Councilman Jim Oldaker seconded the motion and it carried 3 ayes to 0.

Cemetery Mowing- John Hogan, Public Works Director, told council that he believes if the Cemetery Board buys a new riding lawn mower that the Street Department could do the mowing in a couple days. Mr. Hogan suggested using the Cemetery Revenues we receive from them to buy the new lawn mower.

Budget Revisions – City Manager Richard Light gave all of council a copy of the breakdown of the Budget Revisions. Councilman Jim Anderson made a motion to accept the budget revisions and to do the resolution. Councilman Terry Cogar seconded the motion and it carried 3 ayes to 0.

New Business

1st Reading of the Ordinance to Close the 12th Street Alley – Councilman Jim Anderson made a motion to table the first reading. Councilman Terry Cogar seconded the motion and it carried 3 ayes to 0.

2nd Reading Establishing a Public Works Director Ordinance – Councilman Terry Cogar made a motion to have the second reading by title only. Councilman Jim Anderson seconded the motion and it carried 3 ayes to 0.

Councilman Jim Anderson made a motion to approve the 2nd Reading by title only. Councilman Jim Oldaker seconded the motion and it carried 3 ayes to 0.

Public Hearing and 3rd Reading of the North Kitsonville Project Ordinance - Councilman Jim Anderson made a motion to have the 3rd reading by title only. Councilman Terry Cogar seconded the motion and it carried 3 ayes to 0.

Councilman Jim Anderson made a motion to approve the 3rd Reading by title only. Councilman Terry Cogar seconded the motion and it carried 3 ayes to 0.

Public Hearing and 3rd Reading of the Storm Water Project Ordinance- Councilman Terry Cogar made a motion to have the 3rd reading by title only. Councilman Jim Anderson seconded the motion and it carried 3 ayes to 0. Councilman Jim Anderson made a motion to approve the 3rd Reading by title only. Councilman Terry Cogar seconded it and it carried 3 ayes to 0.

Councilman Jim Oldaker made a motion to go into Executive Session regarding Personnel at 7:10pm. Councilman Terry Cogar seconded the motion and it carried 3 ayes to 0.

Councilman Jim Oldaker made a motion to come out of Executive Session at 7:35pm. Councilman Terry Cogar seconded the motion and it carried 3 ayes to 0.

Ward Reports
Ward I – Councilman Oldaker Thanked John Hogan and the Street Department for the treeing cutting and he also received a Thank you card from the residents
Ward II- Councilman Terry Cogar asked about getting a street light fixed on W2nd Street because Mon Power is not fixing it.
Ward IV – Councilman Jim Anderson thanked the street department for black topping.
City Manager – X
Mayor – Mayor Spelsberg encourage everyone to go vote in the upcoming City election.

Councilman Jim Anderson made a motion to adjourn the meeting at 7:45 pm. Councilman Terry Cogar seconded the motion and it carried 3 ayes to 0.

_____ _____
Mayor City Clerk

CITY OF WESTON

Sewer Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund); and
Sewer Revenue Bonds, Series 2011 B
(West Virginia SRF Program)

EXCERPT OF MINUTES ON ADOPTION OF SUPPLEMENTAL RESOLUTION, DRAW RESOLUTION AND SWEEP RESOLUTION

The undersigned CLERK of the City of Weston of hereby certifies that the following is a true and correct excerpt of the minutes of regular meetings of the said Council:

*** *** ***

The Council of the City of Weston met in regular session, pursuant to notice duly posted, on the 1st day of August, 2011, in Lewis County, West Virginia, at the hour of 6:00 p.m.

Julia Spelsberg, Mayor, presided, and Kristin Droppleman, acted as Clerk. The Mayor announced that a quorum of members was present and that the meeting was open for any business properly before it.

Thereupon, the Mayor then presented a proposed Supplemental Resolution in writing entitled:

> 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 2011 A (WEST VIRGINIA INFRASTRUCTURE FUND) AND SEWER REVENUE BONDS, SERIES 2011 B (WEST VIRGINIA SRF PROGRAM) OF THE CITY OF WESTON; APPROVING AND RATIFYING THE LOAN AGREEMENTS RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

and caused the same to be read and there was discussion. Thereupon, upon motion duly made by Terry Cogar and seconded by Roger Gaines, it was unanimously ordered that the

said Supplemental Resolution be adopted and be in full force and effect on and from the date hereof.

Next, the Mayor presented a proposed Draw Resolution for the approval of invoices. Thereupon, on motion duly made by Roger Gaines and seconded by Terry Cogar, it was unanimously ordered that the said Draw Resolution be adopted.

Next, the Mayor presented a proposed Sweep Resolution for the authorization of electronic monthly debt service and reserve fund payments to the Municipal Bond Commission. Thereupon, on motion duly made by Roger Gaines and seconded by Terry Cogar, it was unanimously ordered that the said Sweep Resolution be adopted.

*** *** ***

There being no further business to come before the meeting, on motion duly made and seconded, it was unanimously ordered that the meeting adjourn.

[Remainder of Page Intentionally Blank]

CERTIFICATION

I hereby certify that the foregoing is a true copy of the minutes of the City of Weston and that such actions remain in full force and effect and have not been amended, rescinded, superseded, repealed or changed.

WITNESS my signature on this 16th day of August, 2011.

Kristin Applegate
Clerk

07.28.11
957200.00002

AFFIDAVIT OF PUBLICATION

STATE OF WEST VIRGINIA,

COUNTY OF LEWIS, to wit:

I, ROBERT BILLETER, being first duly sworn upon my oath, do depose and say that I am Editor of The Weston Democrat, Inc., a corporation, publisher of the newspaper entitled The Weston Democrat, a Democratic newspaper; that I have been duly authorized by the board of directors of such corporation to execute this affidavit of publication; that such newspaper has been published for more than one year prior to publication of the annexed notice described below; that such newspaper is regularly published weekly; for at least fifty weeks during the calendar year; in the Municipality of Weston, Lewis County, West Virginia; that such newspaper is a newspaper of "general circulation", as that term is defined in article three, chapter fifty-nine of the Code of West Virginia, 1931, as amended, within the publication area or areas of the aforesaid municipality and Lewis County; that such newspaper averages in length four or more pages exclusive of any cover, per issue; that such newspaper is circulated to the general public at a definite price or consideration; that such newspaper is a newspaper to which the general public resorts for passing events of a political, religious, commercial and social nature, and for the current happenings, announcements, miscellaneous reading matters, advertisements, and other notices; that the annexed notice of public hearing was duly published in said newspaper once a week for two weeks (Class. II), commencing with the issue of the 25th day of May, 2011 and ending with the issue of the 1st day of June, 2011; that said annexed notice was published on the following dates: May 25th + June 1st, 2011; and the cost of publishing said annexed notice as aforesaid was $137.76; total number of words: 656.

Robert Billeter Editor

Taken, subscribed and sworn to before me in my said county this 1st day of June, 2011.

Shannon N. Williams

My commission expires October 23, 2019

Notary Public Lewis County, Weston Virginia.

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Shannon N. Williams
380 Keister Hollow Rd.
Weston, WV 26452
My commission expires October 23,2019

LEGAL ADVERTISEMENT

NOTICE OF PUBLIC HEARING ON THE CITY OF WESTON BOND ORDINANCE

A public hearing will be held on the following-entitled Ordinance at a regular meeting of the Council of the City of Weston (the "City") to be held on Monday, June 6, 2011, at 6:00 p.m. at the City Hall, 102 West Second Street, Weston, 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 ACQUISITION AND CONSTRUCTION OF CERTAIN EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC SEWERAGE SYSTEM OF THE CITY OF WESTON AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE CITY OF WESTON OF NOT MORE THAN $1,500,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2011 A (WEST VIRGINIA INFRASTRUCTURE FUND), AND NOT MORE THAN $1,500,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2011 B (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 AND BOND PURCHASE AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

The above-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 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"), and (ii) to pay certain costs of issuance hereof and related costs. The Bonds are payable from the revenues derived from the System. 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 Weston on May 2, 2011. 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.

Julia Speisberg
Mayor 2-2

WV MUNICIPAL BOND COMMISSION
1207 Quarrier Street
Suite 401
Charleston, WV 25301
(304) 558-3971

NEW ISSUE REPORT FORM

Date of Report: 16-Aug-11

ISSUE: City of Weston
Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund)

ADDRESS: 102 West Second Street COUNTY: Lewis

PURPOSE OF ISSUE:
New Money: X
Refunding:

ISSUE DATE: 16-Aug-11
ISSUE AMOUNT: $1,168,000
1ST DEBT SERVICE DUE: 12/1/2012
1ST DEBT SERVICE AMOUNT $ 7,536.00

REFUNDS ISSUE(S) DATED: NA
CLOSING DATE: 16-Aug-11
RATE: 0%
1ST PRINCIPAL DUE 12/1/2012
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:
Contact:
Phone:

ESCROW TRUSTEE:
Firm:
Contact:
Phone:

KNOWLEDGEABLE ISSUER CONTACT
Contact: Julia Spelsberg
Position: Mayor
Phone: 304.269.6141

OTHER:
Agency: Infrastructure & Jobs Development Council
Contact: Jim Ellars, P.E.
Position: Executive Director
Phone: (304)558-4607

DEPOSITS TO MBC AT CLOSE
By: ____ Wire ____ Check

____ Accrued Interest: $
____ Capitalized Interest: $
____ Reserve Account: $
____ Other: $

REFUNDS & TRANSFERS BY MBC AT CLOSE
By: ____ Wire ____ Check ____ IGT

____ To Escrow Trustee $
____ To Issuer $
____ To Cons. Invest. Fun $
____ To Other: ____ $

NOTES: The Series 2011 A Bonds Reserve Account will be funded over 10 years.

FOR MUNICIPAL BOND COMMISSION USE ONLY:
DOCUMENTS REQUIRED:
TRANSFERS REQUIRED:

29A

WV MUNICIPAL BOND COMMISSION
1207 Quarrier Street
Suite 401
Charleston, WV 25301
(304) 558-3971

NEW ISSUE REPORT FORM

Date of Report: 16-Aug-11

ISSUE: City of Weston
Sewer Revenue Bonds, Series 2011 B (West Virginia SRF Fund)

ADDRESS: 102 West Second Street, Weston, WV 26452 COUNTY: Lewis

PURPOSE OF ISSUE:
New Money: X
Refunding:

ISSUE DATE: 16-Aug-11
ISSUE AMOUNT: $741,679
1ST DEBT SERVICE DUE: 12/1/2012
1ST DEBT SERVICE AMOUNT $6,181.00

REFUNDS ISSUE(S) DATED: NA
CLOSING DATE: 16-Aug-11
RATE: 0%; Administrative Fee 0.5%
1ST PRINCIPAL DUE 12/1/2012
PAYING AGENT: Municipal Bond Commission

BOND COUNSEL:
Firm: Steptoe & Johnson PLLC
Contact John Stump, Esquire
Phone: (304) 353.8196

CLOSING BANK:
Bank: United Bank, Inc.
Contact:
Phone: 304.269.7600

KNOWLEDGEABLE ISSUER CONTACT
Contact: Julia Spelsberg
Position: Mayor
Phone: 304.269.6141

UNDERWRITERS COUNSEL
Firm: Jackson Kelly, PLLC
Contact: Samme Gee, Esquire
Phone: (304) 340-1318

ESCROW TRUSTEE:
Firm:
Contact:
Phone:

OTHER:
Agency: W.V. Department of Environmental Protection
Contact: Rosalile Brodersen
Position: Program Manager
Phone: (304) 926.0499 (ext. 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. Fun $
____ To Other: ____ $

NOTES: The Series 2011 B Bonds Reserve Account will be funded over 10 years.

FOR MUNICIPAL BOND COMMISSION USE ONLY:
DOCUMENTS REQUIRED:
TRANSFERS REQUIRED:

29B

CITY OF WESTON

Sewer Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund); and
Sewer Revenue Bonds, Series 2011 B
(West Virginia SRF Program)

ACCEPTANCE OF APPOINTMENT AS DEPOSITORY BANK

United Bank, Weston, West Virginia, hereby accepts appointment as Depository Bank in connection with a Bond Ordinance of the City of Weston (the "Issuer") enacted by the Issuer on June 6, 2011, and a Supplemental Resolution adopted by the Issuer on August 1, 2011 (collectively, the "Bond Legislation"), authorizing issuance of the Issuer's Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund) and Sewer Revenue Bonds, Series 2011 B (West Virginia SRF Program), each dated August 16, 2011, in the respective aggregate principal amounts of $1,168,000 and $741,679 (collectively, the "Bonds"), and agrees to serve as Depository Bank in connection with the Bonds, all as set forth in the Bond Legislation.

WITNESS my signature on this 16th day of August, 2011.

UNITED BANK, INC.

By: _____
Its: Authorized Officer

07.08.11
957200.00002

CITY OF WESTON

Sewer Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund); and
Sewer Revenue Bonds, Series 2011 B
(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 Weston Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund) and Sewer Revenue Bonds, Series 2011 B (West Virginia SRF Program), each dated August 16, 2011, in the respective aggregate principal amounts of $1,168,000 and $741,679 (collectively, the "Series 2011 Bonds"), and agrees to perform all duties of Registrar in connection with the Series 2011 Bonds, all as set forth in the Bond Legislation authorizing issuance of the Series 2011 Bonds.

WITNESS my signature on this 16th day of August, 2011.

THE HUNTINGTON NATIONAL BANK

By: _____
Its: Authorized Officer

07.08.11
957200.00002

CITY OF WESTON

Sewer Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund); and
Sewer Revenue Bonds, Series 2011 B
(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 Weston (the "Issuer"), hereby certifies that on the date hereof, the single, fully registered Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), of the Issuer, dated August 16, 2011, in the principal amount of $1,168,000 , numbered AR-1, and the single, fully registered Sewer Revenue Bonds, Series 2011 B (West Virginia SRF Program), of the Issuer, dated August 16, 2011, in the principal amount of $741,679, numbered BR-1, were registered as to principal only in the name of "West Virginia Water Development Authority" in the books of the Issuer kept for that purpose at our office, by a duly authorized officer on behalf of the Registrar.

WITNESS my signature on this16th day of August, 2011.

THE HUNTINGTON NATIONAL BANK

By: _____
Its: Authorized Officer

07.08.11
957200.00002

CITY OF WESTON

Sewer Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund); and
Sewer Revenue Bonds, Series 2011 B
(West Virginia SRF Program)

REGISTRAR'S AGREEMENT

THIS REGISTRAR'S AGREEMENT, dated as of the 16th day of August, 2011, by and between the CITY OF WESTON, a municipal corporation and political subdivision of the State of West Virginia (the "Issuer"), and THE HUNTINGTON NATIONAL BANK, Charleston, West Virginia (the "Registrar").

WHEREAS, the Issuer has, contemporaneously with the execution hereof, issued and sold its $1,168,000 principal amount of Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund) and $741,679 principal amount of Sewer Revenue Bonds, Series 2011 B (West Virginia SRF Program), in fully registered form (collectively, the "Series 2011 Bonds"), pursuant to a Bond Ordinance of the Issuer duly enacted June 6, 2011, and a Supplemental Resolution of the Issuer duly adopted August 1, 2011 (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 2011 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 2011 Bonds, all as set forth in the Bond Legislation, such duties including, among other things, the duties to authenticate, register and deliver the Series 2011 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 2011 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 Weston
102 West Second Street
Weston, West Virginia 26452
Attention: Mayor

REGISTRAR:
The Huntington National Bank
One Huntington Square
Charleston, West Virginia 25301

8. The Registrar is hereby requested and authorized to authenticate and deliver the Series 2011 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 WESTON

By: _____
Its: Mayor

THE HUNTINGTON NATIONAL BANK

By: _____
Its: Authorized Officer

07.08.11
957200.00002

EXHIBIT A

Bond Legislation included in bond transcript as Documents No. 1 and No. 2

SCHEDULE OF COMPENSATION

(See Attached)

Private Financial Group
P.O. Box 633 - WE3013
Charleston, West Virginia 25322-0633

Huntington

STATEMENT OF REGISTRAR'S FEES
Invoice Date August 16, 2011

City of Weston
Account Number 6089001809

City of Weston
Sewer Revenue Bonds, Series 2011 A
c/o John C. Stump
Steptoe & Johnson, PLLC
P.O. Box 1588
Charleston, WV 25326-1588

SUMMARY OF ACCOUNT

****

FEE CALCULATION FOR August, 2011

****

TOTAL AMOUNT	$ 500.00
TOTAL DUE	**$ 500.00**

MAIL CHECK TO:
THE HUNTINGTON NATIONAL BANK
ATTN: BARRY GRIFFITH – WE3013
PO BOX 633
CHARLESTON, WV 25322-0633

PLEASE INCLUDE A COPY OF THIS INVOICE WITH YOUR PAYMENT

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT
Barry Morgan Griffith at (304) 348-5035

STATEMENT OF REGISTRAR'S FEES

Private Financial Group
P.O. Box 633 - WE3013
Charleston, West Virginia 25322-0633

Huntington

STATEMENT OF REGISTRAR'S FEES
Invoice Date August 16, 2011

City of Weston
Account Number 6089001809

City of Weston
Sewer Revenue Bonds, Series 2011 B
c/o John C. Stump
Steptoe & Johnson, PLLC
P.O. Box 1588
Charleston, WV 25326-1588

SUMMARY OF ACCOUNT

****

FEE CALCULATION FOR August, 2011

****

TOTAL AMOUNT	$ 500.00
TOTAL DUE	**$ 500.00**

MAIL CHECK TO:
THE HUNTINGTON NATIONAL BANK
ATTN: BARRY GRIFFITH – WE3013
PO BOX 633
CHARLESTON, WV 25322-0633

PLEASE INCLUDE A COPY OF THIS INVOICE WITH YOUR PAYMENT

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT
Barry Morgan Griffith at (304) 348-5035

STATEMENT OF REGISTRAR'S FEES

WEST VIRGINIA
Water Development Authority
Celebrating 36 Years of Service ***1974 - 2010***

August 16, 2011

CITY OF WESTON

Sewer Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund); and
Sewer Revenue Bonds, Series 2011 B
(West Virginia SRF Program)

TO WHOM IT MAY CONCERN:

In reliance upon the certificate of Jill Spencer & Associates, 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 Prior Bonds, hereinafter defined and described, hereby consents to the issuance of the Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund) and the Sewer Revenue Bonds, Series 2011 B (West Virginia SRF Program) (collectively, the "Series 2011 Bonds"), in the respective aggregate principal amounts of $1,168,000 and $741,679, by the City of Weston (the "Issuer"), under the terms of the ordinance authorizing the Series 2011 Bonds, on a parity, with respect to liens, pledge and source of and security for payment, with the Issuer's outstanding: (i) Sewer Revenue Bonds, Series 1996 (West Virginia SRF Program), dated December 10, 1996, issued in the original aggregate principal amount of $1,274,287 (the "Series 1996 Bonds"); (ii) Sewer Revenue Bonds, Series 2000 A (West Virginia SRF Program), dated December 20, 2000, issued in the original aggregate principal amount of $3,192,097 (the "Series 2000 A Bonds"); (iii) Sewer Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund), dated December 20, 2000, issued in the original aggregate principal amount of $6,250,000 (the "Series 2000 B Bonds"); (iv) Sewer Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund), dated June 24, 2005, issued in the original aggregate principal amount of $597,037 (the "Series 2005 A Bonds"); and (v) Sewer Revenue Bonds, Series 2007 A (West Virginia Infrastructure Fund), dated September 18, 2007, issued in the original aggregate principal amount of $3,047,000 (the "Series 2007 A Bonds") (collectively, the "Prior Bonds").

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

Carol A. Cummings
Authorized Representative

07.08.11
957200.00002

180 Association Drive, Charleston, WV 25311-1217
Phone (304) 558-3612 / fax (304) 558-0299
www.wvwda.org

OP ID: AH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/20/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Insurance Services 340 MacCorkle Ave. Ste #200 Charleston, WV 25314 Brent J. Burton 304-345-8000 304-345-8014	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: WESTO-2
INSURED Weston Sanitary Board Dee Evans 171 Main Avenue Weston, WV 26452	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Argonaut Great Central Ins. Co INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			PE-4617534-02	01/15/11	01/15/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ $ $ $ $ $ $	2,000,000 500,000 N/A 2,000,000 6,000,000 6,000,000 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			PE-4617534-02	01/15/11	01/15/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	2,000,000
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $			PE-4617534-02	01/15/11	01/15/12	EACH OCCURRENCE AGGREGATE	$ $	1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		PE-4617534-02	01/15/11	01/15/12	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is named as additional insured as respects to sewer system at Weston Sanitary Board.

CERTIFICATE HOLDER

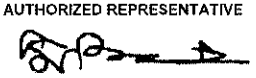
WVWDCHA

WV Water Development Authority
180 Association Drive
Charleston, WV 25311

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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20-1076

ge
BB

dep

west virginia department of environmental protection

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

Joe Manchin III, Governor
Randy C. Huffman, Cabinet Secretary
dep.wv.gov

May 19, 2010

Honorable Julia Spelsberg
Mayor, City of Weston
171 Main Avenue
Weston, WV 26452

RE: City of Weston Phase II Sewer Interceptor Replacement & North Kitsonville Sewer Replacements
SRF No. C-544404-02

Dear Mayor Spelsberg:

The plans and specifications for the above referenced project are hereby approved.

This approval DOES NOT constitute authority to advertise for bids. You will be advised by separate letter from this agency as to when such an advertisement can be initiated.

Please be advised it will be necessary to issue an addendum to the contract documents prior to opening of bids to include the current State and Federal Labor Wage Determinations. This and all addenda and revisions to the contract documents must be telefaxed to this office for approval and issued to plan holders five (5) days prior to bid opening. Failure to submit addenda in a timely manner will automatically nullify approval to open bids. Any addenda issued inside the five (5) day period prior to the bid opening must include an automatic extension to the bid opening date of a minimum of seven (7) days.

If any questions arise, please contact Robert Coontz, P.E. at (304) 457-4588, ext.3209.

Sincerely,

Mike Johnson

Mike Johnson, P. E.
Program Manager
Clean Water SRF Program

MJ/rc

cc: Mr. Bob Bragg, P.E., Thrasher Engineering, Inc.

OWR Permit Details

(1)OWR Permit	
PERMITTEE	WESTON CITY OF
DEP OFFICE	OWR
PERMIT ID	WV0028088
ISSUE/REISSUE DATE	06/17/10
EXPIRATION DATE	06/16/15
FACILITY NAME	WESTON CITY OF
DESCRIPTION	
No. of CUSTOMERS	2993
DISTURBED ACRES	
SLUDGE TONNAGE	
DESIGN FLOW(MGD)	2.500000
AVERAGE FLOW(MGD)	
MAJOR FACILITY	Y
EXTENSION DATE	

(2) County / Quad	
County: Harrison	Quad: WESTON
County: Lewis	Quad: WESTON

(31) Inspectable Units	
INSPECTABLE UNIT CODE	TYPE
C004	Combined Sewer Overflow
C006	Combined Sewer Overflow
C003	Combined Sewer Overflow
C005	Combined Sewer Overflow
C008	Combined Sewer Overflow
C002	Combined Sewer Overflow
ENTIRE	Entire Default
IU03	Industrial Users(Pretreatment)
IU07	Industrial Users(Pretreatment)
IU09	Industrial Users(Pretreatment)
IU12	Industrial Users(Pretreatment)
IU13	Industrial Users(Pretreatment)
IU016	Industrial Users(Pretreatment)
IU017	Industrial Users(Pretreatment)
IU018	Industrial Users(Pretreatment)
IU17	Industrial Users(Pretreatment)

IU19	Industrial Users(Pretreatment)
IU20	Industrial Users(Pretreatment)
IU02	Industrial Users(Pretreatment)
IU01	Industrial Users(Pretreatment)
IU11	Industrial Users(Pretreatment)
IU10	Industrial Users(Pretreatment)
IU9	Industrial Users(Pretreatment)
IU08	Industrial Users(Pretreatment)
IU 07	Industrial Users(Pretreatment)
IU14	Industrial Users(Pretreatment)
IU06	Industrial Users(Pretreatment)
IU05	Industrial Users(Pretreatment)
007	Outlet
001	Outlet
S01	Sludge

(31) Permit Geography

INSPECTABLE UNIT CODE:	001	**Show Map**
MAGISTERIAL DIST:		
NEAREST POST OFFICE:		
LATITUDE:	39° 3'0"	
LONGITUDE:	80° 28'8.0000"	
COUNTY:	Lewis	
INSPECTABLE UNIT CODE:	007	**Show Map**
MAGISTERIAL DIST:		
NEAREST POST OFFICE:		
LATITUDE:	39° 4'15.0000"	
LONGITUDE:	80° 27'41.0000"	
COUNTY:	Lewis	
INSPECTABLE UNIT CODE:	C002	**Show Map**
MAGISTERIAL DIST:		
NEAREST POST OFFICE:		
LATITUDE:	39° 3'20.0000"	
LONGITUDE:	80° 28'4.0000"	
COUNTY:	Lewis	
INSPECTABLE UNIT CODE:	C003	**Show Map**
MAGISTERIAL DIST:		
NEAREST POST OFFICE:		
LATITUDE:	39° 2'47.0000"	
LONGITUDE:	80° 27'56.0000"	

COUNTY:	Lewis	
INSPECTABLE UNIT CODE:	C004	Show Map
MAGISTERIAL DIST:		
NEAREST POST OFFICE:		
LATITUDE:	39° 2'36.0000"	
LONGITUDE:	80° 27'43.0000"	
COUNTY:	Lewis	
INSPECTABLE UNIT CODE:	C005	Show Map
MAGISTERIAL DIST:		
NEAREST POST OFFICE:		
LATITUDE:	39° 2'23.0000"	
LONGITUDE:	80° 27'49.0000"	
COUNTY:	Lewis	
INSPECTABLE UNIT CODE:	C006	Show Map
MAGISTERIAL DIST:		
NEAREST POST OFFICE:		
LATITUDE:	39° 2'13.0000"	
LONGITUDE:	80° 28'10.0000"	
COUNTY:	Lewis	
INSPECTABLE UNIT CODE:	C008	Show Map
MAGISTERIAL DIST:		
NEAREST POST OFFICE:		
LATITUDE:	39° 2'27.0000"	
LONGITUDE:	80° 28'12.0000"	
COUNTY:	Lewis	
INSPECTABLE UNIT CODE:	ENTIRE	Show Map
MAGISTERIAL DIST:		
NEAREST POST OFFICE:		
LATITUDE:	39° 4'15.0000"	
LONGITUDE:	80° 27'41.0000"	
COUNTY:	Lewis	
INSPECTABLE UNIT CODE:	IU 07	Show Map
MAGISTERIAL DIST:		
NEAREST POST OFFICE:		
LATITUDE:	39° 3'23.0000"	
LONGITUDE:	80° 28'6.0000"	
COUNTY:	Lewis	
INSPECTABLE UNIT CODE:	IU01	Show Map
MAGISTERIAL DIST:		
NEAREST POST OFFICE:		

LATITUDE:	39° 3'23.0000"	
LONGITUDE:	80° 28'6.0000"	
COUNTY:	Lewis	
INSPECTABLE UNIT CODE:	IU016	**Show Map**
MAGISTERIAL DIST:		
NEAREST POST OFFICE:		
LATITUDE:	39° 4'15.0000"	
LONGITUDE:	80° 27'41.0000"	
COUNTY:	Lewis	
INSPECTABLE UNIT CODE:	IU017	**Show Map**
MAGISTERIAL DIST:		
NEAREST POST OFFICE:		
LATITUDE:	39° 4'15.0000"	
LONGITUDE:	80° 27'41.0000"	
COUNTY:	Lewis	
INSPECTABLE UNIT CODE:	IU018	**Show Map**
MAGISTERIAL DIST:		
NEAREST POST OFFICE:		
LATITUDE:	39° 4'15.0000"	
LONGITUDE:	80° 27'41.0000"	
COUNTY:	Lewis	
INSPECTABLE UNIT CODE:	IU02	**Show Map**
MAGISTERIAL DIST:		
NEAREST POST OFFICE:		
LATITUDE:	39° 3'23.0000"	
LONGITUDE:	80° 28'6.0000"	
COUNTY:	Lewis	
INSPECTABLE UNIT CODE:	IU03	**Show Map**
MAGISTERIAL DIST:		
NEAREST POST OFFICE:		
LATITUDE:	39° 3'23.0000"	
LONGITUDE:	80° 28'6.0000"	
COUNTY:	Lewis	
INSPECTABLE UNIT CODE:	IU05	**Show Map**
MAGISTERIAL DIST:		
NEAREST POST OFFICE:		
LATITUDE:	39° 3'23.0000"	
LONGITUDE:	80° 28'6.0000"	
COUNTY:		

	Lewis	
INSPECTABLE UNIT CODE:	IU06	Show Map
MAGISTERIAL DIST:		
NEAREST POST OFFICE:		
LATITUDE:	39° 3'23.0000"	
LONGITUDE:	80° 28'6.0000"	
COUNTY:	Lewis	
INSPECTABLE UNIT CODE:	IU07	Show Map
MAGISTERIAL DIST:		
NEAREST POST OFFICE:		
LATITUDE:	39° 3'23.0000"	
LONGITUDE:	80° 28'6.0000"	
COUNTY:	Lewis	
INSPECTABLE UNIT CODE:	IU08	Show Map
MAGISTERIAL DIST:		
NEAREST POST OFFICE:		
LATITUDE:	39° 2'23.0000"	
LONGITUDE:	80° 28'6.0000"	
COUNTY:	Lewis	
INSPECTABLE UNIT CODE:	IU09	Show Map
MAGISTERIAL DIST:		
NEAREST POST OFFICE:		
LATITUDE:	39° 3'23.0000"	
LONGITUDE:	80° 28'6.0000"	
COUNTY:	Lewis	
INSPECTABLE UNIT CODE:	IU10	Show Map
MAGISTERIAL DIST:		
NEAREST POST OFFICE:		
LATITUDE:	39° 3'23.0000"	
LONGITUDE:	80° 28'6.0000"	
COUNTY:	Lewis	
INSPECTABLE UNIT CODE:	IU11	Show Map
MAGISTERIAL DIST:		
NEAREST POST OFFICE:		
LATITUDE:	39° 3'23.0000"	
LONGITUDE:	80° 28'6.0000"	
COUNTY:	Lewis	
INSPECTABLE UNIT CODE:	IU12	Show Map
MAGISTERIAL DIST:		
NEAREST POST OFFICE:		

LATITUDE:	39° 3'23.0000"	
LONGITUDE:	80° 29'6.0000"	
COUNTY:	Lewis	
INSPECTABLE UNIT CODE:	IU13	Show Map
MAGISTERIAL DIST:		
NEAREST POST OFFICE:		
LATITUDE:	39° 3'23.0000"	
LONGITUDE:	80° 28'6.0000"	
COUNTY:	Lewis	
INSPECTABLE UNIT CODE:	IU14	Show Map
MAGISTERIAL DIST:		
NEAREST POST OFFICE:		
LATITUDE:	39° 3'23.0000"	
LONGITUDE:	80° 26'6.0000"	
COUNTY:	Lewis	
INSPECTABLE UNIT CODE:	IU17	Show Map
MAGISTERIAL DIST:		
NEAREST POST OFFICE:		
LATITUDE:	39° 4'15.0000"	
LONGITUDE:	80° 27'41.0000"	
COUNTY:	Lewis	
INSPECTABLE UNIT CODE:	IU19	Show Map
MAGISTERIAL DIST:		
NEAREST POST OFFICE:		
LATITUDE:	39° 3'23.0000"	
LONGITUDE:	80° 26'6.0000"	
COUNTY:	Lewis	
INSPECTABLE UNIT CODE:	IU20	Show Map
MAGISTERIAL DIST:		
NEAREST POST OFFICE:		
LATITUDE:	39° 3'23.0000"	
LONGITUDE:	80° 28'6.0000"	
COUNTY:	Lewis	
INSPECTABLE UNIT CODE:	IU9	Show Map
MAGISTERIAL DIST:		
NEAREST POST OFFICE:		
LATITUDE:	39° 4'15.0000"	
LONGITUDE:	80° 27'41.0000"	
COUNTY:		

	Lewis	
INSPECTABLE UNIT CODE:	S01	**Show Map**
MAGISTERIAL DIST:		
NEAREST POST OFFICE:		
LATITUDE:	39° 4'15.0000"	
LONGITUDE:	80° 27'41.0000"	
COUNTY:	Lewis	
USWRC WATERSHED:	West Fork River	
SCS WATERSHED:	Stonecoal Creek	

STEPTOE & JOHNSON PLLC
ATTORNEYS AT LAW

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

Writer's Contact Information

CLOSING MEMORANDUM

To: **Financing Team**

From: **John C. Stump, Esquire**

Date: **August 16, 2011**

Re: **City of Weston**
Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund); and Sewer Revenue Bonds Series 2011 B (West Virginia SRF Program)

---

1. DISBURSEMENTS TO THE CITY OF WESTON

A.

Payor:	West Virginia Infrastructure Fund
Source:	Series 2011 A Bonds Proceeds
Amount:	$289,149.05
Form:	Wire Transfer
Payee:	City of Weston, 102 West Second Street, Weston, WV 26452
Bank:	United Bank, Inc., 202 Main Avenue, Weston, WV 26452
Routing #:	051900395
Account #:	0063050900
Contact:	(304) 269-7600
Account:	Series 2011 Bonds Construction Trust Fund

B.

Payor:	West Virginia Department of Environmental Protection
Source:	Series 2011 B Bonds Proceeds
Amount:	$37,084
Form:	Wire
Payee:	City of Weston, 102 West Second Street, Weston, WV 26452
Bank:	United Bank, Inc., 202 Main Avenue, Weston, WV 26452
Routing #:	051900395
Account #:	0063050900
Contact:	(304) 269-7600
Account:	Series 2011 Bonds Construction Trust Fund

2005S-890b

RESOLUTION OF THE CITY OF WESTON
APPROVING INVOICES RELATING TO SERVICES FOR THE
SEWER SYSTEM IMPROVEMENT PROJECT
AND AUTHORIZING PAYMENT THEREOF,

WHEREAS, the City of Weston, has reviewed the invoices attached hereto and incorporated herein by reference relation to the Project funded by the West Virginia Infrastructure & Jobs Development Council (IJDC) and the West Virginia SRF Program (SRF) find as follows:

a) That none of the items for which payment is proposed to be made has formed the basis for any disbursement theretofore made.

b) That each item for which the payment is proposed to be paid is or was necessary in connection with the Project and constitutes a Cost of the project.

c) That each of such costs has been otherwise properly incurred.

d) That the payment for each of the items proposed is due and owing.

NOW, THEREFOR, BE IT RESOLVED the City of Weston by as follows: There is hereby authorized and directed the payment of the attached invoices as follows:

Vendor	Total	IJDC Loan	CWSRF loan (5%)
Steptoe & Johnson	$32,000.00	$16,000.00	$16,000.00
Huntington Bank (Registrar)	1,000.00	500.00	500.00
Thrasher Engineering, Inc.	260,149.05	260,149.05	0.00
Steptoe & Johnson (PSC Counsel)	12,500.00	12,500.00	0.00
Future Construction*	20,584.00	0.00	20,584.00
Total	$326,233.05	$289,149.05	$37,084.00

**SRF 1st draw must be 5% of loan amount.*

ADOPTED BY the City of Weston, at the meeting held on the 1st day of August, 2011

City of Weston

By: _____
Its: Mayor

EP CWSRF PAYMENT REQUISITION RM

Rev 04/07/09

AUG -3 2011

1. LOAN RECIPIENT/VENDOR:

NAME: City of Weston

ADDRESS: 102 Second Street

Weston, WV 26452

FEIN: 55-6007976

DUNS: 137352613

2. SRF #: C-544404-02

3. INVOICE NUMBER: 1

4. PERIOD COVERED BY THIS REQUEST (MO/DAY/YR)

FROM: (MO/DAY/YR) 12/3/2008

TO: (MO/DAY/YR) 8/1/2011

5. % of PHYSICAL CONSTRUCTION COMPLETION 0%

CLASSIFICATION	A) APPROVED BUDGET	B) PREVIOUS APPROVED	C) THIS REQUEST	D) TOTAL COLUMNS B&C	E) AGENCY USE ONLY
1) CONSTRUCTION	$ 725,179	$ -	$ 20,584	$ 20,584	20,584
2) EQUPMENT	$ -	$ -	$ -	$ -	
3) ENGINEERING					
a. Study	$ -	$ -	$ -	$ -	
b. Design	$ -	$ -	$ -	$ -	
c. Bidding	$ -	$ -	$ -	$ -	
d. Eng. During Const.	$ -	$ -	$ -	$ -	
e. Res. Proj. rep.	$ -	$ -	$ -	$ -	
f. Add'l Services	$ -				
4) LEGAL	$ -	$ -	$ -	$ -	
5) ACCOUNTING	$ -	$ -	$ -	$ -	
6) ADMINISTRATIVE	$ -	$ -	$ -	$ -	
7) LINE OF CREDIT	$ -	$ -	$ -	$ -	
8) CONTINGENCY	$ -	$ -	$ -	$ -	
9) DOH BOND	$ -	$ -	$ -	$ -	
10) CLOSING COSTS	$ 16,500	$ -	$ 16,500	$ 16,500	16,500
11) SUBTOTAL	$ 741,679	$ -	$ 37,084	$ 37,084	37,084
12) LESS PREVIOUSLY PAID					-0-
13) INVOICE AMOUNT				$ 37,084	37,084

14) John Rogers - Mayor — 8/1/2011

AUTHORIZED SIGNATURE — DATE

TYPED OR PRINTED NAME AND TITLE

15) Katy Mallory

PERSON PREPARING FORM SIGNATURE

Katy Mallory

TYPED OR PRINTED NAME AND TITLE

AGENCY USE ONLY:

THIS REQUEST APPROVED BY:

John Rogers — 8/4/11

PROJECT REVIEWER — DATE

WV DEPARTMENT OF ENVIRONMENTAL PROTECTION

[signature] — 8/10/11

AUTHORIZED OFFICER — DATE

RF - 01

SWEEP RESOLUTION

WHEREAS, the City of Weston (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, 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 form the accounts set forth in Exhibit A in such form and at such directions as are provided by the MBC.

2) The Mayor and the City Clerk and the City Finance Manager are hereby authorized to sign and execute all such documents as are necessary to facilitate the electronic transfer of the Bond debt service and reserve fund payments.

3) This resolution shall be effective immediately upon adoption.

Adopted this 1st day of August, 2011.

Mayor

CITY OF WESTON

SEWER REVENUE BONDS, SERIES 2007 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

BOND ORDINANCE

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CERTIFICATION
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CITY OF WESTON

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC SEWERAGE FACILITIES OF THE CITY OF WESTON AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN $5,000,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2007 A (WEST VIRGINIA INFRASTRUCTURE FUND), 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 WESTON:

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 31, Article 15A 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 Weston (the "Issuer") is a municipal corporation and political subdivision of the State of West Virginia in Lewis 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 facilities of the Issuer, consisting of installation of lift stations and force main to transmit wastewater from Jackson's Mill, including the proposed WVU Fire Training Center and all necessary apputenances (the "Project") (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 Recorder of the Issuer.

C. It is deemed necessary for the Issuer to issue its Sewer Revenue Bonds, Series 2007 A (West Virginia Infrastructure Fund) in the total aggregate principal amount of not more than $5,000,000 as a single bond (the "Series 2007 A Bonds"), to permanently finance the costs of acquisition and construction of the Project. Such costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest, if any, upon the Series 2007 A Bonds prior to and during acquisition and construction and for a period not exceeding 6 months after completion of acquisition and construction of the Project; amounts which may be deposited in the Reserve Account (as hereinafter defined) for the Series 2007 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; 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 40 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 between the Issuer and the Authority, as hereinafter defined, on behalf of the Council, in form satisfactory to the respective parties, to be approved hereby if not previously approved by resolution of the Issuer.

J. The Issuer has the following outstanding obligations: (i) Sewer Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund), dated June 24, 2005, issued in the original aggregate principal amount of $597,037 (the "Series 2005 A Bonds"); (ii) Sewer Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund), dated December 20, 2000, issued in the original aggregate principal amount of $6,250,000 (the "Series 2000 B Bonds"); (iii) Sewer Revenue Bonds, Series 2000 A (West Virginia SRF Program), dated December 20, 2000, issued in the aggregate principal amount of $3,192,097 (the "Series 2000 A Bonds"); and (iv) Sewer Revenue Bonds, Series 1996, dated December 10, 1996, issued in the aggregate principal amount of $1,274,287 (the "Series 1996 Bonds" and, collectively with the Series 2005A Bonds, Series 2000 B Bonds and the Series 2000 A Bonds, the "Prior Bonds").

The Series 2007 A Bonds shall be issued on a parity with the Prior Bonds. Prior to the issuance of the Series 2007 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 Prior Bonds to the issuance of the Series 2007 A Bonds on a parity with the Prior 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 2007 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, the Loan Agreement (hereinafter defined) relating to authorization of the acquisition, construction and operation of the Project and the System and issuance of the Series 2007 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 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.

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 2007 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 2007 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 2007 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 31, Article 15A 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 that succeeds to the functions of the Authority.

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

"Board" or "Sanitary 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 2007 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.

"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.

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

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

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

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

"Council" means the West Virginia Infrastructure and Jobs Development Council or any successor thereto.

"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 City 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 grants committed to 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.

"Issuer" means the City of Weston, a municipal corporation and political subdivision of the State of West Virginia, in Lewis County, West Virginia, and, unless the context clearly indicates otherwise, includes the Governing Body and/or the Sanitary Board of the Issuer.

"Loan Agreement" means the Loan Agreement heretofore entered, or to be entered into, by and between the Issuer and the Authority, on behalf of the Council, providing for the purchase of the Series 2007 A Bonds, 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.

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

"Operating Expenses" means the reasonable, proper and necessary costs of repair, operation and maintenance of the System, and includes, without limiting the generality of the foregoing, administrative, engineering, legal, auditing and insurance expenses (other than those capitalized as part of the Costs, fees and expenses of the Authority, fiscal agents, the Depository Bank, Registrar and Paying Agent or Paying Agents, payments to pension or

retirement funds, taxes and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting principles; provided, that "Operating Expenses" does not include payments on account of the principal of or redemption premium, if any, or interest on the Bonds, charges for depreciation, losses from the sale or other disposition of or any decrease in the value of capital assets, amortization of debt discount or such miscellaneous deductions as are applicable to prior accounting periods.

"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 Council.

"Prior Bonds" means, collectively, the Issuer's Series 2005 A Bonds, the Series 2000 B Bonds, the Series 2000 A Bonds, and the Series 1996 Bonds.

"Prior Ordinances" means the ordinances of the Issuer, as supplemented by the supplemental resolutions of the Issuer, authorizing the Prior Bonds.

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

"Qualified Investments" means and includes the following:

(a) Government Obligations;

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

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

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

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

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

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

(h) The West Virginia "consolidated fund" managed by the West Virginia Board of Treasury Investments pursuant to Chapter 12, Article 6C of the West Virginia Code of 1931, as amended, including, without

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

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

"Recorder" means the Recorder of the Issuer.

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

"Registrar" means the Bond Registrar.

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

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

"Reserve Accounts" means, collectively, the respective reserve accounts established for the Prior Bonds and the Series 2007 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 Ordinances and continued hereby.

"Series 2005 A Bonds" means the Sewer Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund), dated June 24, 2005, issued in the original aggregate principal amount of $597,037.

"Series 2000 B Bonds" means the Sewer Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund), dated December 20, 2000, issued in the original aggregate principal amount of $6,250,000 .

"Series 2000 A Bonds" means the Sewer Revenue Bonds, Series 2000 A (West Virginia SRF Program), dated December 20, 2000, issued in the aggregate principal amount of $3,192,097.

"Series 1996 Bonds" means the Sewer Revenue Bonds, Series 1996, dated December 10, 1996, issued in the aggregate principal amount of $1,274,287.

"Series 2007 A Bonds" means the Sewer Revenue Bonds, Series 2007 A (West Virginia Infrastructure Fund), of the Issuer, authorized by this Ordinance.

"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.

"Sinking Funds" means, collectively, the respective sinking funds established for the Prior Bonds and the Series 2007 A Bonds.

"State" means the State of West Virginia.

"Supplemental Resolution" means any resolution, ordinance or order of the Issuer supplementing or amending this Ordinance and, when preceded by the article "the," refers specifically to the supplemental resolution authorizing the sale of the Series 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 or the Prior Ordinances to be set aside and held for the payment of or security for the Bonds or any other obligations of the Issuer, including, without limitation, the 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.

"West Virginia Infrastructure Fund" means the West Virginia Infrastructure Fund established in accordance with Chapter 31, Article 15A, Section 9 of the West Virginia Code of 1931, as amended and in effect on the date of enactment hereof.

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

ARTICLE II

AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT AND AUTHORIZATION OF REFUNDING

Section 2.01. Authorization of the Acquisition and Construction of the Project. There is hereby authorized and ordered the acquisition and construction of the Project at an estimated cost of not to exceed $5,920,000, which will be paid from proceeds of the Series 2007 A Bonds, 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 or will receive bids and will enter into contracts for the acquisition and construction of the Project in an amount compatible with the financing plan submitted to the Council and the Authority.

The cost of the project is estimated not to exceed $5,920,000 of which not more than $5,000,000 will be obtained from the proceeds of the 2007 A Bonds and approximately $200,000 will be obtained from a grant from West Virginia University and approximately $720,000 will be obtained as a grant from the Council.

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 Bonds, capitalizing interest on the Series 2007 A Bonds, funding the reserve account for the Series 2007 A Bonds, paying Costs of the Project not otherwise provided for and paying certain costs of issuance of the Series 2007 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 2007 A Bonds of the Issuer. The Series 2007 A Bonds shall be issued as a single bond, designated as "Sewer Revenue Bonds, Series 2007 A (West Virginia Infrastructure Fund)", in the principal amount of not more than $5,000,000, 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 capitalization of interest, if any, shall be deposited in or credited to the Series 2007 A Bonds Construction Trust Fund established by Section 5.01 hereof.

Section 3.02. Terms of Bonds. The Series 2007 A Bonds shall be issued in such principal amount; shall bear interest, if any, at such rate or rates, not exceeding the then legal maximum, payable on such dates; shall mature on such dates and in such amounts; and shall be redeemable, in whole or in part, all as the Issuer shall prescribe in a Supplemental Resolution or as specifically provided in the 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, if any, 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 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 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 seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the Recorder. In case any one or more of the officers who shall have signed or sealed 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 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 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 2007 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 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 or its agent, shall keep and maintain books for the registration and transfer of such 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 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 any 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 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 2007 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 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; Lien Position with respect to Prior Bonds. The payment of the debt service on the Series 2007 A Bonds shall be secured by a first lien on the Net Revenues derived from the System, on a parity with the Prior Bonds. The Net Revenues in an amount sufficient to pay the principal of and interest on and other payments for the Series 2007 A Bonds and the Prior Bonds, and to make all other payments hereinafter set forth, are hereby irrevocably pledged to such payments as they become due.

Section 3.09. Delivery of Bonds. The Issuer shall execute and deliver the Series 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 opinions 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 SERIES 2007 A BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF WESTON
SEWER REVENUE BONDS, SERIES 2007 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. AR-____ $_____

KNOW ALL MEN BY THESE PRESENTS: That on this the ____ day of _____, 2007, the CITY OF WESTON, a municipal corporation and political subdivision of the State of West Virginia in Lewis County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns the sum of _____ DOLLARS ($_____), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, _____, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference.

This Bond shall bear no interest. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent"). The interest on this Bond is payable by check or draft of the Paying Agent mailed to the registered owner hereof at the address as it appears on the books of The Huntington National Bank, Charleston, West Virginia, as registrar (the "Registrar"), on the 15th day of the month next preceding an interest payment date, or by such other method as shall be mutually agreeable so long as the Authority is the registered owner hereof.

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and

between the Issuer and the Authority, on behalf of the Council, dated _____, 2007.

This Bond is issued (i) to pay the costs of acquisition and construction of certain extensions, betterments and improvements to the sewerage system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance hereof 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 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and 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.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S (1) SEWER REVENUE BONDS, SERIES 2005 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED JUNE 24, 2005, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $597,037 (THE "SERIES 2005 A BONDS"); (2) SEWER REVENUE BONDS, SERIES 2000 B (WEST VIRGINIA INFRASTRUCTURE FUND), DATED DECEMBER 20, 2001, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,250,000 (THE "SERIES 2000 B BONDS"); (3) SEWER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA SRF PROGRAM), DATED DECEMBER 20, 2000, ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF $3,192,097 (THE "SERIES 2000 A BONDS"); AND (4) SEWER REVENUE BONDS, SERIES 1996, DATED DECEMBER 10, 1996, ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF $1,274,287 (THE "SERIES 1996 BONDS" AND, COLLECTIVELY WITH THE SERIES 2005 A BONDS, SERIES 2000 B BONDS, AND THE SERIES 2000 A BONDS, 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 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, including the Prior 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, including the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the costs of the Project and costs of issuance 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.

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

[SEAL]

_____
Mayor

ATTEST:

_____
Recorder

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: _____, 2007.

_____

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 Recorder 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. The Loan Agreement, including all schedules and exhibits attached thereto, and is hereby approved and incorporated in this Bond Legislation.

Section 3.12. Filing of Amended Schedule. Upon completion of the acquisition and construction of the Project, the Issuer will file with the Council and the Authority a schedule for the Series 2007 A Bonds, the form of which will be provided by the Authority and the Council, setting forth the actual costs of the Project and sources of funds therefor.

ARTICLE IV

[RESERVED]

ARTICLE V

FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

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

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

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

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

(4) 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 or the Issuer and from each other:

(1) Series 1996 Sinking Fund (established by Prior Ordinance);

(2) Series 1996 Reserve Account (established by Prior Ordinance);

(3) Series 2000 A Sinking Fund (established by Prior Ordinance);

(4) Series 2000 A Reserve Account (established by Prior Ordinance);

(5) Series 2000 B Sinking Fund (established by Prior Ordinance);

(6) Series 2000 B Reserve Account (established by Prior Ordinance);

(7) Series 2005 A Sinking Fund (established by Prior Ordinance);

(8) Series 2005 A Reserve Account (established by Prior Ordinance);

(9) Series 2007 A Bonds Sinking Fund; and

(10) 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 and all parts thereof shall be deposited upon receipt in the Revenue Fund. The Revenue Fund shall constitute a trust fund for the purposes provided in the Prior Ordinances and in this Bond Legislation and shall be kept separate and distinct from all other funds of the Issuer and the Depository Bank and used only for the purposes and in the manner provided in the Prior Ordinances and in this Bond Legislation. All 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, transfer from the Revenue Fund to the Operation and Maintenance Fund an amount sufficient to pay current Operating Expenses of the System.

(2) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and (i) remit the principal payments on the respective Prior Bonds, as required by the Prior Ordinances; and (ii) simultaneously 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.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and (i) remit for deposit in the respective Reserve Accounts for the Prior Bonds, the amounts required by the Prior Ordinances to be deposited therein; and (ii) simultaneously 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.

(4) The Issuer shall next, on the first day of each month, from the monies remaining in the Revenue Fund, transfer to the Renewal and

Replacement Fund, a sum equal to 2 1/2% of the Gross Revenues each month (as previously set forth in the Prior Ordinances and not in addition thereto), 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 purpose 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 thereof, 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.

Any withdrawals from the Series 2007 A Bonds Reserve Account, which result in a reduction in the balance of such accounts to below the Reserve Requirements 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 2007 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 account in an amount equal to the requirement thereof.

The Issuer shall not be required to make any further payments into the Series 2007 A Bonds Sinking Fund or the Series 2007 A Bonds Reserve Account 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 made for a deficiency or otherwise, shall be made on a parity and pro rata, with respect to the Prior Bonds and the Series 2007 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 2007 A Bonds Sinking Fund and the Series 2007 A Bonds Reserve Account, created hereunder, and all amounts required for said accounts shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein. All remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited. If required by the Authority at anytime, the Issuer shall make the necessary arrangements whereby required payments into 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 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 and the Series 2007 A Bonds Reserve Account 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. 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 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.

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

E. The Issuer shall remit from the Revenue Fund to the Commission, the Registrar, the Paying Agent or the Depository Bank, on such dates as the Commission, the Registrar, the Paying Agent or the Depository Bank, as the case may be, shall require, such additional sums as shall be necessary to pay their respective charges and fees then due. In the case of payments to the Commission under this paragraph, the Issuer shall, if required by the Authority at anytime, make the necessary arrangements whereby such required payments shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required.

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

G. If on any monthly payment date the revenues are insufficient to place the required amount in any of the funds and accounts as 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 before being applied to such deficiencies on a parity and pro rata with respect to the Series 2007 A Bonds and the Prior Bonds all in accordance with the respective principal amounts outstanding before being applied to any other payments hereunder.

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

ARTICLE VI

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 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 first 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; provided, that such amount may not exceed the amount necessary to pay interest on the Series 2007 A Bonds for the period commencing on the date of issuance of the Series 2007 A Bonds and ending 6 months after the estimated date of completion of construction of the Project.

B. Next, from the proceeds of the Series 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 Series 2007 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 2007 A Bonds.

D. After completion of the 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 Council.

Section 6.02. Disbursements of Bond Proceeds. The Issuer shall each month provide the Council with a requisition for the costs incurred for the Project, together with such documentation as the Council shall require. Payments for Costs of the Project shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements of the proceeds of the Series 2007 A Bonds from the Series 2007 A Bonds Construction Trust Fund shall be made only after submission to, and approval from, the Council of a certificate, signed by an Authorized Officer and the Consulting Engineers, stating that:

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

(2) 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;

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

(4) 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.

The Issuer shall expend all proceeds of the Series 2007 A Bonds within 3 years of the date of issuance of the Council's bonds, the proceeds of which were used to make the loan to the Issuer, if applicable.

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 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 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 2007 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 Prior 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. Such rates and charges shall be sufficient to comply with the requirements of the Loan Agreement. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth in the sewer rate ordinance of the Issuer enacted April 10, 2007, 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 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 Ordinances and with the written consent of the Authority and the Council.

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 Council, 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 2007 A Bonds Sinking Fund, 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 in accordance with Article X hereof. Any balance remaining after the payment of the Series 2007 A Bonds and interest thereon shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the System.

The foregoing provision notwithstanding, the Issuer shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor is not in excess of $10,000, the Issuer shall, in writing, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof, and the Issuer may then provide for the sale of such property. The proceeds of any such sale shall be deposited in the Revenue Fund. If the amount to be received from such sale, lease or other disposition of said property shall be in excess of $10,000 but not in excess of $50,000, the Issuer shall first, in writing, determine with the written approval of the Consulting Engineers that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof, and the Governing Body may then, if it be so advised, by resolution duly adopted, approve and concur in such finding and authorize such sale, lease or other disposition of such property in accordance with the laws of the State. The proceeds derived from any such sale, lease or other disposition of such property, in excess of $10,000 and not in excess of $50,000, shall be deposited by the Issuer into the Renewal and Replacement Fund. Such payments of such proceeds into the Renewal and Replacement Fund shall not reduce the amounts required to be paid into said fund by other provisions of the Prior Ordinances and this Bond Legislation.

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

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided for in 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 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 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 2007 A Bonds, and the interest, if any, thereon, upon any of the income and revenues of the System pledged for payment of the Series 2007 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 Council prior written notice of its issuance of any other obligations to be used for the System, payable from the revenues of the System or from any grants for the Project, or any other obligations related to the Project or the System.

Section 7.07. Parity Bonds. So long as the Prior Bonds are outstanding, the limitations on the issuance of parity obligations set forth in the Prior Ordinances shall be applicable. In addition, no additional 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 Ordinance, without the prior written consent of the Authority and the Council and without complying with the conditions and requirements herein provided (unless less restrictive than the provisions of the Prior Ordinances).

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

No Parity Bonds shall be issued at any time, however, unless and until there has been procured and filed with the Recorder 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 not be less than 115%, of the largest aggregate amount that will mature and become due in any succeeding Fiscal Year for principal of and interest on the following:

(1) The Bonds then Outstanding;

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

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

The "estimated average increased annual Net Revenues to be received in each of the 3 succeeding years," as that term is used in the computation provided in the above paragraph, shall refer only to the increased Net Revenues estimated to be derived from 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 Recorder 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 account created in this Ordinance required for and on account of such Parity Bonds, in addition to the payments required for the Bonds theretofore issued pursuant to this Ordinance.

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

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

Section 7.08. Books; Records and Audit. The Issuer shall keep complete and accurate records of the cost of acquiring the Project site and the costs of acquiring, constructing and installing the Project. The Issuer shall permit the Authority and the Council, 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 Council 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 Council, 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 Council, 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 (and in compliance with the applicable OMB Circular, or any successor thereof, and the Single Audit Act, or any successor thereof, to the extent legally required), and shall mail upon request, and make available generally, the report of the Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of the Series 2007 A Bonds and shall submit the report to the Authority and the Council, or any other original purchaser of the Series 2007 A Bonds. Such audit report submitted to the Authority and the Council shall include a statement that notes whether the results of test 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 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 or the Board has acquired, or shall do all things necessary to acquire, the

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

The Issuer shall permit the Authority or the Council, 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 Council, 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 Council with respect to the System pursuant to the Act.

Section 7.09. Rates. Prior to the issuance of the Series 2007 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 Recorder of the Issuer, which copy will be open to inspection by all interested parties. The schedule or schedules of rates and charges shall at all times be adequate to produce Gross Revenues from the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds and accounts created hereunder. Such schedule or schedules of rates and charges shall be revised from time to time, whenever necessary, so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Issuer hereby covenants and agrees that the schedule or schedules of rates or charges from time to time in effect shall be sufficient, together with other revenues of the System, (i) to provide for all Operating Expenses of the System and (ii) to leave a balance each year equal to at least 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 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 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 sum need only equal 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.

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 Council within 30 days of adoption thereof. No expenditures for the operation and maintenance of the System shall be made in any Fiscal Year in excess of the amounts provided therefor in such budget without a written finding and recommendation by a registered professional engineer, which finding and recommendation shall state in detail the purpose of and necessity for such increased expenditures for the operation and maintenance of the System, and no such increased expenditures shall be made until the Issuer shall have approved such finding and recommendation by a resolution duly adopted. No increased expenditures in excess of 10% of the amount of such budget shall be made except upon the further certificate of a registered professional engineer that such increased expenditures are necessary for the continued operation of the System. The Issuer shall mail copies of such annual budget and all resolutions authorizing increased expenditures for operation and maintenance to the Authority, the Council and to any Holder of any Bonds who shall file his or her address with the Issuer and request in writing that copies of all such budgets and resolutions be furnished him or her, within 30 days of adoption thereof and shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to any Holder of any Bonds or anyone acting for and in behalf of such Holder of any Bonds.

Commencing on the date contracts are executed for the acquisition and construction of the Project and for 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 Council 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 Council, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the Authority and the Council 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 Council 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 Council 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 employ qualified operating personnel properly certified by the State to operate the System during the entire term of the Loan Agreement.

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

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, the Board and any such department, agency, instrumentality, officer or employee. The revenues so received shall be deemed to be revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

Section 7.15. Insurance and Construction Bonds. A. The 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 Board, the Authority, the prime contractor and all subcontractors as their respective interests may appear, in accordance with the Loan Agreement, during construction of the Project on a 100% basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the Authority, the Issuer, the prime contractor and subcontractors, as their interests may appear.

(2) PUBLIC LIABILITY INSURANCE, with limits of not less than $1,000,000 per occurrence to protect the Issuer and the Board from claims for bodily injury and/or death and not less than $500,000 per occurrence from claims for damage to property of others which may arise from the operation of the System, and insurance with the same limits to protect the Issuer and the 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 OR COMPLETION BONDS, such bonds to be in the amounts of not less than 100% of the amount of any construction contract and to be required of each contractor dealing directly with the Issuer and such payment bonds will be filed with the Clerk of the County Commission of the County in which such work is to be performed prior to commencement of construction of any additions, extensions or improvements for the System in compliance with West Virginia Code, Section 38-2-39.

(4) FIDELITY BONDS will be provided as to every officer 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.

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

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

B. The 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 Council. In the event the Loan Agreement so requires, such insurance shall be made payable to the order of the Authority, the Issuer, the Board, the prime contractor and all subcontractors, as their interests may appear. 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 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 Council necessary for the acquisition and construction of the Project and the operation of the System and all approvals of issuance of the Series 2007 A Bonds required by State law, with all requisite appeal periods having expired without successful appeal.

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

Section 7.19. [RESERVED]

Section 7.20. 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. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2007 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 2007 A Bonds and shall be on a parity with the statutory mortgage lien in favor of the Holders of the Prior Bonds.

Section 7.22. 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 Council for written approval. The Issuer shall obtain the written approval of the Council 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 Council 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 provided by the Council 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; USE OF PROCEEDS

Section 8.01. Investments. Any monies held as a part of the funds and accounts created by this Ordinance, other than the Revenue Fund, shall be invested and reinvested by the Commission, 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 Ordinance, 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 shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any fund or account is insufficient to make the payments required from such fund or account, regardless of the loss on such liquidation. The Depository Bank may make any and all investments permitted by this section through its own bond department and shall not be responsible for any losses from such investments, other than for its own negligence or willful misconduct.

The Depository Bank shall keep complete and accurate records of all funds, accounts and investments, and shall distribute to the Issuer, at least once each year, or more often as reasonably requested by the Issuer, a summary of such funds, accounts and investment earnings. The Issuer shall retain all such records and any additional records with respect to such funds, accounts and investment earnings so long as any of the Series 2007 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 2007 A Bonds from gross income for federal income tax purposes.

Section 8.02. Certificate and Covenants as to Use of Proceeds. The Issuer shall deliver a certificate as to use of proceeds or other similar certificate to be prepared by nationally recognized bond counsel relating to restrictions on the use of proceeds of the Series 2007 A Bonds as a condition to issuance of the Series 2007 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 2007 A Bonds as may be necessary in order to maintain the status of the Series 2007 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 2007 A Bonds which would cause any bonds, the interest, if any, on which is exempt from federal income taxation under Section 103(a) of the Code, issued by the Authority or the Council, as the case may be, from which the proceeds of the Series 2007 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 Council, 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 2007 A Bonds and any additional information requested by the Authority.

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.01. Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Series 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 or the Issuer's observance of any of the covenants, agreements or conditions on their respective parts 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 or Board, as appropriate, shall have been given written notice of such default by the Commission, the Depository Bank, the Registrar, the Paying Agent or any other Paying Agent or a Holder of a Bond; or

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

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

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

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

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

Such receiver, in the performance of the powers 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 AND DEFEASANCE OF BONDS

Section 10.01. Payment of Series 2007 A 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.

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 the Series 2007 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 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 excludability 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 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; Prior Ordinances. All ordinances, orders or resolutions and or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed, provided that, in the event of any conflict between this Ordinance and the Prior Ordinances, the Prior Ordinances shall control (unless less restrictive), so long as the 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 Recorder and members of the Governing Body and the Issuer were at all times when any actions in connection with this Ordinance occurred and are duly in office and duly qualified for such office.

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

Section 11.08. Statutory Notice and Public Hearing. Upon adoption hereof, an abstract of this Ordinance determined by the Governing Body to contain sufficient information as to give notice of the contents hereof shall be published once a week for 2 successive weeks within a period of fourteen consecutive days, with at least 6 full days intervening between each publication, in *The Weston Democrat* a qualified newspaper published and of general circulation in the City of Weston, 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:	May 29, 2007
Passed on Second Reading:	June 6, 2007
Passed on Final Reading Following Public Hearing:	June 21, 2007

Mayor Julie Dyer

CERTIFICATION

Certified a true copy of an Ordinance duly enacted by the Governing Body of the City of Weston on the 21st day of June, 2007.

Dated: September 18, 2007.

[SEAL]

Recorder

EXHIBIT A

Loan Agreement included in bond transcript as Document 3.

CITY OF WESTON

Sewer Revenue Bonds, Series 2007 A
(West Virginia Infrastructure Fund)

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 2007 A (WEST VIRGINIA INFRASTRUCTURE FUND), OF THE CITY OF WESTON; 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 Weston (the "Issuer") has duly and officially adopted and enacted a bond ordinance, effective June 21, 2007 (the "Bond Ordinance"), entitled:

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC SEWERAGE FACILITIES OF THE CITY OF WESTON AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN $5,000,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2007 A (WEST VIRGINIA INFRASTRUCTURE FUND), 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 Infrastructure Fund), of the Issuer (the "Series 2007 A Bonds"), in the aggregate principal amounts not to exceed $5,000,000, and has authorized the execution and delivery of a loan agreement relating to the Series 2007 A Bonds, by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), all in accordance with Chapter 16, Article 13 and Chapter 31, Article 15A 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 2007 A Bonds should be established by a supplemental resolution pertaining to the Series 2007 A Bonds; and that other matters relating to the Series 2007 A Bonds be herein provided for;

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

WHEREAS, the Series 2007 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 date, the redemption provisions, the interest rate, the interest and principal payment dates and the sale price of the Series 2007 A Bonds be fixed hereby in the manner stated herein, and that other matters relating to the Series 2007 A Bonds be herein provided for;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WESTON, AS FOLLOWS:

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 Infrastructure Fund), of the Issuer, originally represented by a single bond, numbered AR-1, in the principal amount of $3,047,000. The Series 2007 A Bonds shall be dated the date of delivery thereof, shall finally mature June 1,

2047, and shall bear no interest. The principal of the Series 2007 A Bonds shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2009, and maturing June 1, 2047 , and in the amounts as set forth in the "Schedule Y" attached to the Loan Agreement for the Series 2007 A Bonds 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 Council, 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 2007 A Bonds.

Section 2. All other provisions relating to the Series 2007 A Bonds and the text of the Series 2007 A Bonds shall be in substantially the form provided in the Bond Ordinance.

Section 3. The Issuer does hereby authorize, approve, ratify and accept the Loan Agreement, a copy of which is incorporated herein by reference, and the execution and delivery of the Loan Agreement by the Mayor, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, directed, ratified and approved. The Issuer hereby affirms all covenants and representations made in the Loan Agreement and in the application to the Council and the Authority. The price of the Series 2007 A Bonds shall be 100% of par value, there being no interest accrued thereon.

Section 4. The Issuer does hereby appoint and designate The Huntington National Bank, Charleston, West Virginia, to serve as Registrar (the "Registrar") for the Series 2007 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 2007 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 2007 A Bonds under the Bond Ordinance.

Section 6. The Issuer does hereby appoint and designate the United Bank, Inc., Weston, 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 $-0- shall be deposited in the Series 2007 A Bonds Reserve Account.

Section 9. The Mayor and the Recorder are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable in connection with the Series 2007 A Bonds hereby and by the Bond Ordinance approved and provided for, to the end that the Series 2007 A Bonds may be delivered on or about September 18, 2007, to the Authority pursuant to the Loan Agreement.

Section 10. The acquisition and construction of the Project and the financing thereof in part with proceeds of the Series 2007 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 12. The Issuer does hereby ratify, approve and accept 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 Bond Sinking Fund and the Series 2007 A Bond Reserve Account shall be invested by the West Virginia Municipal Bond Commission in the West Virginia Consolidated Fund.

Section 14. The Issuer hereby approves payment of all invoices and bills for the Project which have been received to date from the proceeds of the Series 2007 A Bonds.

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

Adopted this 6th day of August, 2007.

Mayor

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Council of the City of Weston on the 6th day of August, 2007.

Dated: September 18, 2007.

[SEAL]

Recorder

09.12.07
957200.00001

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF WESTON
SEWER REVENUE BONDS, SERIES 2007 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. AR-1 $3,047,000

KNOW ALL MEN BY THESE PRESENTS: That on this the 18th day of September, 2007, the CITY OF WESTON, a municipal corporation and political subdivision of the State of West Virginia in Lewis County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns the sum of THREE MILLION FORTY SEVEN THOUSAND DOLLARS ($3,047,000), 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 March 1, 2009, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference.

This Bond shall bear no interest. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent"). The interest on this Bond is payable by check or draft of the Paying Agent mailed to the registered owner hereof at the address as it appears on the books of The Huntington National Bank, Charleston, West Virginia, as registrar (the "Registrar"), on the 15th day of the month next preceding an interest payment date, or by such other method as shall be mutually agreeable so long as the Authority is the registered owner hereof.

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the Council, dated August 22, 2007.

This Bond is issued (i) to pay the costs of acquisition and construction of certain extensions, betterments and improvements to the sewerage system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance hereof 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 31, Article 15A of the

West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Ordinance duly enacted by the Issuer on June 21, 2007, and a Supplemental Resolution duly adopted by the Issuer on August 6, 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.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S (1) SEWER REVENUE BONDS, SERIES 2005 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED JUNE 24, 2005, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $597,037 (THE "SERIES 2005 A BONDS"); (2) SEWER REVENUE BONDS, SERIES 2000 B (WEST VIRGINIA INFRASTRUCTURE FUND), DATED DECEMBER 20, 2001, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,250,000 (THE "SERIES 2000 B BONDS"); (3) SEWER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA SRF PROGRAM), DATED DECEMBER 20, 2000, ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF $3,192,097 (THE "SERIES 2000 A BONDS"); AND (4) SEWER REVENUE BONDS, SERIES 1996, DATED DECEMBER 10, 1996, ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF $1,274,287 (THE "SERIES 1996 BONDS" AND, COLLECTIVELY WITH THE SERIES 2005 A BONDS, SERIES 2000 B BONDS, AND THE SERIES 2000 A BONDS, 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 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, including the Prior 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, including the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain

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

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

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

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the costs of the Project and costs of issuance 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 WESTON has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its Recorder, and has caused this Bond to be dated the day and year first written above.

[SEAL]

SPECIMEN

Mayor

ATTEST:

SPECIMEN

Recorder

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: September 18, 2007.

THE HUNTINGTON NATIONAL BANK,
as Registrar

SPECIMEN

By: _____
Its: Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	$384,500	09.18.07	(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

$3,047,000
City of Weston (West Virginia)
40 Years from Closing Date, 0% Interest Rate
Closing Date: September 18, 2007

Sources & Uses

Dated 08/22/2007 | Delivered 08/22/2007

Sources Of Funds	
Par Amount of Bonds	$3,047,000.00
Total Sources	**$3,047,000.00**
Uses Of Funds	
Deposit to Project Construction Fund	3,047,000.00
Total Uses	**$3,047,000.00**

$3,047,000
City of Weston (West Virginia)
40 Years from Closing Date, 0% Interest Rate
Closing Date: September 18, 2007

Debt Service Schedule

Part 1 of 4

Date	Principal	Coupon	Total P+I
09/01/2007	-	-	-
12/01/2007	-	-	-
03/01/2008	-	-	-
06/01/2008	-	-	-
09/01/2008	-	-	-
12/01/2008	-	-	-
03/01/2009	19,786.00	-	19,786.00
06/01/2009	19,786.00	-	19,786.00
09/01/2009	19,786.00	-	19,786.00
12/01/2009	19,786.00	-	19,786.00
03/01/2010	19,786.00	-	19,786.00
06/01/2010	19,786.00	-	19,786.00
09/01/2010	19,786.00	-	19,786.00
12/01/2010	19,786.00	-	19,786.00
03/01/2011	19,786.00	-	19,786.00
06/01/2011	19,786.00	-	19,786.00
09/01/2011	19,786.00	-	19,786.00
12/01/2011	19,786.00	-	19,786.00
03/01/2012	19,786.00	-	19,786.00
06/01/2012	19,786.00	-	19,786.00
09/01/2012	19,786.00	-	19,786.00
12/01/2012	19,786.00	-	19,786.00
03/01/2013	19,786.00	-	19,786.00
06/01/2013	19,786.00	-	19,786.00
09/01/2013	19,786.00	-	19,786.00
12/01/2013	19,786.00	-	19,786.00
03/01/2014	19,786.00	-	19,786.00
06/01/2014	19,786.00	-	19,786.00
09/01/2014	19,786.00	-	19,786.00
12/01/2014	19,786.00	-	19,786.00
03/01/2015	19,786.00	-	19,786.00
06/01/2015	19,786.00	-	19,786.00
09/01/2015	19,786.00	-	19,786.00
12/01/2015	19,786.00	-	19,786.00
03/01/2016	19,786.00	-	19,786.00
06/01/2016	19,786.00	-	19,786.00
09/01/2016	19,786.00	-	19,786.00
12/01/2016	19,786.00	-	19,786.00
03/01/2017	19,786.00	-	19,786.00
06/01/2017	19,786.00	-	19,786.00
09/01/2017	19,786.00	-	19,786.00
12/01/2017	19,786.00	-	19,786.00
03/01/2018	19,786.00	-	19,786.00
06/01/2018	19,786.00	-	19,786.00

$3,047,000
City of Weston (West Virginia)
40 Years from Closing Date, 0% Interest Rate
Closing Date: September 18, 2007

Debt Service Schedule

Part 2 of 4

Date	Principal	Coupon	Total P+I
09/01/2018	19,786.00	-	19,786.00
12/01/2018	19,786.00	-	19,786.00
03/01/2019	19,786.00	-	19,786.00
06/01/2019	19,786.00	-	19,786.00
09/01/2019	19,786.00	-	19,786.00
12/01/2019	19,786.00	-	19,786.00
03/01/2020	19,786.00	-	19,786.00
06/01/2020	19,786.00	-	19,786.00
09/01/2020	19,786.00	-	19,786.00
12/01/2020	19,786.00	-	19,786.00
03/01/2021	19,786.00	-	19,786.00
06/01/2021	19,786.00	-	19,786.00
09/01/2021	19,786.00	-	19,786.00
12/01/2021	19,786.00	-	19,786.00
03/01/2022	19,786.00	-	19,786.00
06/01/2022	19,786.00	-	19,786.00
09/01/2022	19,786.00	-	19,786.00
12/01/2022	19,786.00	-	19,786.00
03/01/2023	19,786.00	-	19,786.00
06/01/2023	19,786.00	-	19,786.00
09/01/2023	19,786.00	-	19,786.00
12/01/2023	19,786.00	-	19,786.00
03/01/2024	19,786.00	-	19,786.00
06/01/2024	19,786.00	-	19,786.00
09/01/2024	19,786.00	-	19,786.00
12/01/2024	19,786.00	-	19,786.00
03/01/2025	19,786.00	-	19,786.00
06/01/2025	19,786.00	-	19,786.00
09/01/2025	19,786.00	-	19,786.00
12/01/2025	19,786.00	-	19,786.00
03/01/2026	19,786.00	-	19,786.00
06/01/2026	19,786.00	-	19,786.00
09/01/2026	19,786.00	-	19,786.00
12/01/2026	19,786.00	-	19,786.00
03/01/2027	19,786.00	-	19,786.00
06/01/2027	19,786.00	-	19,786.00
09/01/2027	19,786.00	-	19,786.00
12/01/2027	19,786.00	-	19,786.00
03/01/2028	19,786.00	-	19,786.00
06/01/2028	19,786.00	-	19,786.00
09/01/2028	19,786.00	-	19,786.00
12/01/2028	19,786.00	-	19,786.00
03/01/2029	19,786.00	-	19,786.00
06/01/2029	19,786.00	-	19,786.00

$3,047,000
City of Weston (West Virginia)
40 Years from Closing Date, 0% Interest Rate
Closing Date: September 18, 2007

Debt Service Schedule

Part 3 of 4

Date	Principal	Coupon	Total P+I
09/01/2029	19,786.00	-	19,786.00
12/01/2029	19,786.00	-	19,786.00
03/01/2030	19,786.00	-	19,786.00
06/01/2030	19,786.00	-	19,786.00
09/01/2030	19,786.00	-	19,786.00
12/01/2030	19,786.00	-	19,786.00
03/01/2031	19,786.00	-	19,786.00
06/01/2031	19,786.00	-	19,786.00
09/01/2031	19,786.00	-	19,786.00
12/01/2031	19,786.00	-	19,786.00
03/01/2032	19,786.00	-	19,786.00
06/01/2032	19,786.00	-	19,786.00
09/01/2032	19,786.00	-	19,786.00
12/01/2032	19,786.00	-	19,786.00
03/01/2033	19,786.00	-	19,786.00
06/01/2033	19,786.00	-	19,786.00
09/01/2033	19,786.00	-	19,786.00
12/01/2033	19,786.00	-	19,786.00
03/01/2034	19,786.00	-	19,786.00
06/01/2034	19,786.00	-	19,786.00
09/01/2034	19,786.00	-	19,786.00
12/01/2034	19,786.00	-	19,786.00
03/01/2035	19,786.00	-	19,786.00
06/01/2035	19,786.00	-	19,786.00
09/01/2035	19,786.00	-	19,786.00
12/01/2035	19,786.00	-	19,786.00
03/01/2036	19,786.00	-	19,786.00
06/01/2036	19,786.00	-	19,786.00
09/01/2036	19,785.00	-	19,785.00
12/01/2036	19,785.00	-	19,785.00
03/01/2037	19,785.00	-	19,785.00
06/01/2037	19,785.00	-	19,785.00
09/01/2037	19,785.00	-	19,785.00
12/01/2037	19,785.00	-	19,785.00
03/01/2038	19,785.00	-	19,785.00
06/01/2038	19,785.00	-	19,785.00
09/01/2038	19,785.00	-	19,785.00
12/01/2038	19,785.00	-	19,785.00
03/01/2039	19,785.00	-	19,785.00
06/01/2039	19,785.00	-	19,785.00
09/01/2039	19,785.00	-	19,785.00
12/01/2039	19,785.00	-	19,785.00
03/01/2040	19,785.00	-	19,785.00
06/01/2040	19,785.00	-	19,785.00

$3,047,000
City of Weston (West Virginia)
40 Years from Closing Date, 0% Interest Rate
Closing Date: September 18, 2007

Debt Service Schedule

Part 4 of 4

Date	Principal	Coupon	Total P+I
09/01/2040	19,785.00	-	19,785.00
12/01/2040	19,785.00	-	19,785.00
03/01/2041	19,785.00	-	19,785.00
06/01/2041	19,785.00	-	19,785.00
09/01/2041	19,785.00	-	19,785.00
12/01/2041	19,785.00	-	19,785.00
03/01/2042	19,785.00	-	19,785.00
06/01/2042	19,785.00	-	19,785.00
09/01/2042	19,785.00	-	19,785.00
12/01/2042	19,785.00	-	19,785.00
03/01/2043	19,785.00	-	19,785.00
06/01/2043	19,785.00	-	19,785.00
09/01/2043	19,785.00	-	19,785.00
12/01/2043	19,785.00	-	19,785.00
03/01/2044	19,785.00	-	19,785.00
06/01/2044	19,785.00	-	19,785.00
09/01/2044	19,785.00	-	19,785.00
12/01/2044	19,785.00	-	19,785.00
03/01/2045	19,785.00	-	19,785.00
06/01/2045	19,785.00	-	19,785.00
09/01/2045	19,785.00	-	19,785.00
12/01/2045	19,785.00	-	19,785.00
03/01/2046	19,785.00	-	19,785.00
06/01/2046	19,785.00	-	19,785.00
09/01/2046	19,785.00	-	19,785.00
12/01/2046	19,785.00	-	19,785.00
03/01/2047	19,785.00	-	19,785.00
06/01/2047	19,785.00	-	19,785.00
Total	**$3,047,000.00**	-	**$3,047,000.00**

Yield Statistics

Bond Year Dollars	$62,919.94
Average Life	20.650 Years
Average Coupon	-
Net Interest Cost (NIC)	-
True Interest Cost (TIC)	6.93E-11
Bond Yield for Arbitrage Purposes	6.93E-11
All Inclusive Cost (AIC)	6.93E-11

IRS Form 8038

Net Interest Cost	-
Weighted Average Maturity	20.650 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: _____, 2007.

_____

In the presence of:

_____

CITY OF WESTON
SEWER REVENUE BONDS, SERIES 2005 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

BOND ORDINANCE

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CITY OF WESTON

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC SEWERAGE SYSTEM OF THE CITY OF WESTON AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN $1,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2005 A (WEST VIRGINIA INFRASTRUCTURE FUND); 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 WESTON:

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 31, Article 15A of the Code of West Virginia, 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 Weston (the "Issuer") is a municipal corporation and political subdivision of the State of West Virginia in Lewis 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 replacing existing 12-inch sanitary sewer lines located along Stonecoal Creek from its mouth at the West Fork River upstream to the Fest Pump Station in Weston, Lewis County, West Virginia, together with all appurtenant facilities (collectively, the "Project"), which constitute properties for the collection, treatment, purification and disposal of liquid and solid wastes, sewage or industrial wastes (the existing public sewerage system of the Issuer, the Project and any further additions, betterments and improvements are herein called the "System"), in accordance with the plans and specifications prepared by the Consulting Engineers, which plans and specifications have heretofore been filed with the City Clerk of the Issuer.

C. The Issuer intends to permanently finance a portion of the costs of acquisition and construction of the Project through the issuance of its revenue bonds to the West Virginia Water Development Authority (the "Authority"), in connection with the West Virginia Infrastructure Fund pursuant to the Act.

D. It is deemed necessary for the Issuer to issue its Sewer Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund), in the aggregate principal amount of not more than $1,000,000 (the "Series 2005 A Bonds"), to permanently finance a portion of the costs of acquisition and construction of the Project. The remaining costs of the Project shall be funded from the sources set forth in Section 2.01 hereof. Said costs shall be deemed to include the cost of acquisition or construction thereof, the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest, if any, on the Series 2005 A Bonds prior to and during acquisition or construction and for a period not exceeding 6 months after completion of construction of the Project; amounts which may be deposited in the Series 2005 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 2005 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 2005 A Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

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

F. It is in the best interests of the Issuer that its Series 2005 A Bonds be sold to the Authority pursuant to the terms and provisions of a loan agreement by and between the Issuer and the Authority, on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Infrastructure Council"), in form satisfactory to the respective parties (the "Loan Agreement"), approved hereby if not previously approved by resolution of the Issuer.

G. There are outstanding obligations of the Issuer which will rank on a parity with the Series 2005 A Bonds as to liens, pledge, source of and security for payment, being the (i) Sewer Revenue Bonds, Series 1996, dated December 10, 1996, issued in the original principal amount of $1,274,287; (ii) Sewer Revenue Bonds, Series 2000 A (West Virginia SRF Program), dated December 20, 2000, issued in the original principal amount of $3,192,097; and (iii) Sewer Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund), dated December 20, 2000, issued in the original principal amount of $6,250,000 (collectively, the "Prior Bonds").

The Series 2005 A Bonds shall be issued on a parity with the Prior Bonds with respect to liens, pledge and source of and security for payment and in all other respects. Prior to the issuance of the Series 2005 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 Registered Owners of the Prior Bonds to the issuance of the Series 2005 A Bonds on a parity with the Prior Bonds. Other than the Prior Bonds, there are no other outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System.

H. The estimated revenues to be derived in each year after completion of the Project from the operation of the System will be sufficient to pay all Operating Expenses of the System and the principal of and interest, if any, on the Series 2005 A Bonds and the Prior Bonds and to make payments into all funds and accounts and other payments provided for herein and in the Prior Ordinance.

I. The Issuer has complied with all requirements of West Virginia law and the Loan Agreement relating to the authorization of the acquisition and construction of the Project and the operation of the System and the issuance of the Series 2005 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 Infrastructure Council and the obtaining of a certificate of public convenience and necessity from the Public Service Commission of West Virginia (the "PSC") by final order, the time for rehearing and appeal of which will either have expired prior to the issuance of the Series 2005 A Bonds or such final order will not be subject to appeal or rehearing.

J. 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 2005 A Bonds for the purposes set forth herein.

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

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2005 A Bonds by the Registered Owners of the same from time to time, this Bond Legislation shall be deemed to be and shall constitute a contract between the Issuer and such Registered Owners, and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the Registered Owners of any and all of such Series 2005 A Bonds, all of 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 31, Article 15A of the Code of West Virginia, 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 2005 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 Infrastructure Council 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.

"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 2005 A Bonds, the Prior Bonds and, where appropriate, any bonds on a parity therewith subsequently authorized to be issued hereunder or by another ordinance of the Issuer.

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

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

"Closing Date" means the date upon which there is an exchange of the Series 2005 A Bonds for all or a portion of the proceeds of the Series 2005 A Bonds from the Authority.

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

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

"Consulting Engineers" means E. L. Robinson Engineering Co., Cross Lanes, 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 Code of West Virginia, 1931, as amended; provided however, that the Consulting Engineers shall not be a regular, full-time employee of the State or any of its agencies, commissions, or political subdivisions.

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

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

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

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

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

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

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

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

"Independent Certified Public Accountant" 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.

"Infrastructure Council" means the West Virginia Infrastructure and Jobs Development Council or any other agency of the State of West Virginia that succeeds to the functions of the Infrastructure Council.

"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 Weston, a municipal corporation and political subdivision of the State of West Virginia, in Lewis County, West Virginia, and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

"Loan Agreement" means the Loan Agreement heretofore entered, or to be entered, into by and between the Issuer and the Authority, on behalf of the Infrastructure Council, providing for the purchase of the Series 2005 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 2005 A Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any, deposited in the Series 2005 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 2005 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, fees and expenses of the Authority, fiscal agents, the Depository Bank, the Registrar and Paying Agent (all as hereinafter defined), other than those capitalized as part of the Costs, payments to pension or retirement funds, taxes and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting principles; provided, that "Operating Expenses" does not include payments on account of the principal of or redemption premium, if any, or interest on the 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 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 canceled by the Bond Registrar or Registrar for Prior Bonds, at or prior to said date; (ii) any Bond or Prior Bonds, for the payment of which moneys, equal to its principal amount and redemption premium, if applicable, with interest to the date of maturity or redemption shall be in trust hereunder, and set aside for such payment (whether upon or prior to maturity); (iii) any Bond deemed to have been paid as provided in Article X hereof; (iv) any Prior Bond deemed to have been paid; and (v) for purposes of consents or other action by a specified percentage of Registered Owners, any Bonds or Prior Bonds registered to the Issuer.

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

"Paying Agent" means the Commission or other entity designated as such for the Series 2005 A Bonds in the Supplemental Resolution.

"Prior Bonds" means, collectively, the Issuer's (i) Sewer Revenue Bonds, Series 1996; (ii) Sewer Revenue Bonds, Series 2000 A (West Virginia SRF Program); and (iii) Sewer Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund), as described in Section 1.02G hereof.

"Prior Ordinance" means, collectively, the ordinance of the Issuer enacted on September 3, 1996, as supplemented by the supplemental resolution of the Issuer adopted December 2, 1996, and the ordinance of the Issuer enacted on December 4, 2000, as supplemented by the supplemental resolution of the Issuer adopted December 4, 2000, authorizing the issuance of the Prior Bonds.

"Private Business Use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit; provided that, use as a member of the general public shall not be taken into account.

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

"PSC" means the Public Service Commission of West Virginia and any successor to the functions thereof.

"PSC Order" means, collectively, the final order or orders of the PSC, granting the Issuer a certificate of convenience and necessity to acquire and construct the Project and approving the financing for the Project.

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

(a) Government Obligations;

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

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

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

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

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

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

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

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

"Registered Owner" 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.

"Registrar" means the Bond Registrar.

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

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

"Reserve Accounts" means, collectively, the respective Reserve Accounts created for the Series 2005 A Bonds and the Prior Bonds.

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

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

"Series 2005 A Bonds" means the Sewer Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund), of the Issuer, authorized by this Ordinance.

"Series 2005 A Bonds Construction Trust Fund" means the Series 2005 A Bonds Construction Trust Fund created by Section 5.01 hereof.

"Series 2005 A Bonds Reserve Account" means the Series 2005 A Bonds Reserve Account created by Section 5.02 hereof.

"Series 2005 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 2005 A Bonds in the then current or any succeeding year.

"Series 2005 A Bonds Sinking Fund" means the Series 2005 A Bonds Sinking Fund created by Section 5.02 hereof.

"Sinking Funds" means, collectively, the respective Sinking Funds created for the Series 2005 A Bonds and the Prior Bonds.

"State" means the State of West Virginia.

"Supplemental Resolution" means any resolution, ordinance or order of the Issuer supplementing or amending this Ordinance and, when preceded by the article "the," refers specifically to the supplemental resolution authorizing the sale of the Series 2005 A Bonds; provided, that any matter intended by this Ordinance to be included in the Supplemental Resolution with respect to the Series 2005 A Bonds, and not so included may be included in another Supplemental Resolution.

"Surplus Revenues" means the Net Revenues not required by the Bond Legislation to be set aside and held for the payment of or security for the Series 2005 A Bonds, the Prior Bonds or any other obligations 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 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.

"West Virginia Infrastructure Fund" means the West Virginia Infrastructure Fund established in accordance with Chapter 31, Article 15A, Section 9 of the Code of West Virginia, 1931, as amended and in effect on the date of enactment hereof.

Words importing singular number shall include the plural number in each case and vice versa; words importing persons shall include firms and corporations; and 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 $1,500,000, 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 2005 A Bonds 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, in an amount and otherwise compatible with the financing plan submitted to the Infrastructure Council and the Authority.

The cost of the Project is estimated not to exceed $1,500,000, of which approximately $1,000,000 will be obtained from proceeds of the Series 2005 A Bonds and approximately $500,000 will be obtained from a grant by the Infrastructure Council.

ARTICLE III

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

Section 3.01. Authorization of Bonds. For the purposes of capitalizing interest on the Series 2005 A Bonds, funding the Series 2005 A Bonds Reserve Account, paying Costs of the Project not otherwise provided for and paying certain costs of issuance of the Series 2005 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 2005 A Bonds of the Issuer. The Series 2005 A Bonds shall be issued as a single bond, designated as "Sewer Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund)," in the principal amount of not more than $1,000,000, and shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2005 A Bonds remaining after funding of the Series 2005 A Bonds Reserve Account (if funded from Bond proceeds) and capitalization of interest, if any, shall be deposited in or credited to the Series 2005 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 2005 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 2005 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 2005 A Bonds, if any, shall be paid by check or draft of the Paying Agent or its agent, mailed to the Registered Owner thereof at the address as it appears on the books of the Bond Registrar, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner thereof.

Unless otherwise provided by the Supplemental Resolution, the Series 2005 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 2005 A Bonds. The Series 2005 A Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

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

Section 3.03. Execution of Bonds. The Series 2005 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 City Clerk. In case any one or more of the officers who shall have signed or sealed the Series 2005 A Bonds shall cease to be such officer of the Issuer before the Series 2005 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 2005 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 2005 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 2005 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 2005 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 Registered Owner, in accepting the Series 2005 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 Registered Owner shall further be conclusively deemed to have agreed that said Bonds shall be incontestable in the hands of a bona fide registered owner for value.

So long as the Series 2005 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 2005 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 2005 A Bonds or transferring the registered Series 2005 A Bonds is exercised, all such Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All such Bonds surrendered in any such exchanges or transfers shall forthwith be canceled by the Bond Registrar. For every such exchange or transfer of such Bonds, the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and the cost of preparing each new Bond upon each exchange or transfer, and any other expenses of the Bond Registrar incurred in connection therewith, which sum or sums shall be paid by the Issuer. The Bond Registrar shall not be obliged to make any such exchange or transfer of Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on such 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 2005 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, register 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 Registered Owner's furnishing satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer and the Bond Registrar may incur. All Bonds so surrendered shall be canceled by the Bond Registrar and held for the account of the Issuer. If any such Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Section 3.07. Bonds not to be Indebtedness of the Issuer. The Series 2005 A Bonds shall not, in any event, be or constitute a corporate indebtedness of the Issuer within the meaning of any statutory or constitutional limitations, but shall be payable solely from the Net Revenues derived from the System as herein provided. No Registered Owner of such Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay such Bonds or the interest, if any, thereon.

Section 3.08. Bonds Secured by Pledge of Net Revenues; Lien Position with respect to Prior Bonds. The payment of debt service of the Series 2005 A Bonds shall be secured by a first lien on the Net Revenues derived from the System, on a parity with the lien on the Net Revenues in favor of the Registered Owners of the Prior Bonds. Such Net Revenues in an amount sufficient to pay the principal of and interest, if any, on the Series 2005 A Bonds and the Prior Bonds and to make all other payments provided for in the Bond Legislation are hereby irrevocably pledged to such payments as they become due.

Section 3.09. Delivery of Bonds. The Issuer shall execute and deliver the Series 2005 A Bonds to the Registrar, and the Registrar shall authenticate, register and deliver the Series 2005 A Bonds to the original purchasers upon receipt of a request and authorization to the Bond Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate, register, and deliver the Series 2005 A Bonds to the original purchasers.

Section 3.10. Form of Bonds. The text of the Series 2005 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 WESTON
SEWER REVENUE BOND, SERIES 2005 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. AR-_____ $_____

KNOW ALL MEN BY THESE PRESENTS: That on this ___ day of _____, 200_ , the CITY OF WESTON, a municipal corporation and political subdivision of the State of West Virginia in Lewis County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns the sum of _____ DOLLARS ($_____), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing _____1, _____, as set forth on the " Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference.

This Bond shall bear no interest. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Infrastructure Council"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the Infrastructure Council, dated _____, 200_ .

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"); and (ii) to pay certain costs of issuance of this

Bond 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 31, Article 15A of the Code of West Virginia, 1931, as amended (collectively, the "Act"), a Bond Ordinance duly enacted by the Issuer on _____, 200_, and a Supplemental Resolution duly adopted by the Issuer on _____, 200_ (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 this Bond under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S (1) SEWER REVENUE BONDS, SERIES 1996, DATED DECEMBER 10, 1996, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF $1,274,287; (2) SEWER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA SRF PROGRAM), DATED DECEMBER 20, 2000, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF $3,192,097; AND (3) SEWER REVENUE BONDS, SERIES 2000 B (WEST VIRGINIA INFRASTRUCTURE FUND), DATED DECEMBER 20, 2000, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF $6,250,000 (COLLECTIVELY, 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 System, on a parity with the pledge of Net Revenues in favor of the registered owners of the Prior Bonds and from moneys in the reserve account created under the Bond Legislation for this Bond (the "Series 2005 A Bonds Reserve Account"), and unexpended proceeds of this Bond. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any statutory or constitutional limitations, nor shall the Issuer be obligated to pay the same or the interest, if any, hereon, except from said special fund provided from the Net Revenues, the moneys in the Series 2005 A Bonds Reserve Account and unexpended proceeds of this Bond. 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 all operating expenses 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 this Bond, and all other obligations secured by a lien on or payable from such revenues on a parity with this Bond, including the Prior Bonds; provided however, that so long as there exists in the Series 2005 A Bonds Reserve Account, an amount at least equal to the maximum amount of principal and interest, if any, which will become due on this Bond in the then current or any succeeding year, and in the respective reserve accounts established for any other

obligations outstanding on a parity with this Bond, 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 this Bond for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of this Bond 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 hereof described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such moneys, until so applied, in favor of the registered owner of this Bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and at the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the 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 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 WESTON has caused this Bond to be signed by its Mayor, and its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this Bond to be dated as of the date first written above.

[SEAL]

_____

Mayor

ATTEST:

_____

City Clerk

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2005 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: _____, 200_.

_____, as Registrar

_____
Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

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

TOTAL $_____

EXHIBIT B

DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

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

Dated: _____, _____.

_____

In the presence of:

_____

Section 3.11. Sale of Bonds; Approval and Ratification of Execution of Loan Agreement. The Loan Agreement, including all schedules and exhibits attached thereto, are hereby approved and incorporated into this Bond Legislation. The Series 2005 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 City Clerk is directed to affix the seal of the Issuer, attest the same and deliver the Loan Agreement to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed.

Section 3.12. Filing of Amended Schdule. Upon completion of the acquisition and construction of the Project, the Issuer will file with the Authority and the Infrastructure Council, a schedule, the form of which will be provided by the Infrastructure Council, 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 created 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 (created by the Prior Ordinance);

(2) Renewal and Replacement Fund (created by the Prior Ordinance); and

(3) Series 2005 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 or the Issuer and from each other:

(1) Series 2005 A Bonds Sinking Fund; and

(2) Series 2005 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 by the Issuer in the Revenue Fund. The Revenue Fund shall constitute a trust fund for the purposes provided in the Prior Ordinance and 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 this Bond Legislation. All moneys in the Revenue Fund shall be disposed of only in the following manner and order of priority:

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

(2) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the Commission (i) for deposit in the Sinking Funds for the Prior Bonds, the amounts required by the Prior Ordinance for payment of the principal of the Prior Bonds; and (ii) commencing 3 months prior to the first date of payment of principal of the Series 2005 A Bonds, for deposit in the Series 2005 A Bonds Sinking Fund,

an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 2005 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 2005 A Bonds Sinking Fund and the next quarterly principal payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly principal payment date, the required amount of principal coming due on such date.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the Commission (i) for deposit in the Reserve Accounts for the Prior Bonds, the amounts required by the Prior Ordinance to be deposited therein; and (ii) commencing 3 months prior to the first date of payment of principal of the Series 2005 A Bonds, if not fully funded upon issuance of the Series 2005 A Bonds, for deposit in the Series 2005 A Bonds Reserve Account, an amount equal to 1/120th of the Series 2005 A Bonds Reserve Requirement, until the amount in the Series 2005 A Bonds Reserve Account equals the Series 2005 A Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2005 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 2005 A Bonds Reserve Requirement.

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

Moneys in the Series 2005 A Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest, if any, on the Series 2005 A Bonds as the same shall become due. Moneys in the Series 2005 A Bonds Reserve Account shall be used only for the purposes of paying principal of and interest, if any, on the Series 2005 A Bonds as the same shall become due, when other moneys in the Series 2005 A Bonds Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on moneys in the Series 2005 A Bonds Sinking Fund and the Series 2005 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 2005 A Bonds Construction Trust Fund, and following completion of construction of the Project, shall be deposited in the Revenue Fund and applied in full, first to the next ensuing interest payment, if any, due on the Series 2005 A Bonds and then to the next ensuing principal payment due thereon.

Any withdrawals from the Series 2005 A Bonds Reserve Account which result in a reduction in the balance therein to below the Series 2005 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 order set forth above.

As and when additional Bonds ranking on a parity with the Series 2005 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 accounts in an amount equal to the requirement therefor.

The Issuer shall not be required to make any further payments into the Series 2005 A Bonds Sinking Fund or the Series 2005 A Bonds Reserve Account when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the Series 2005 A Bonds issued pursuant to this Bond Legislation then Outstanding and all interest, if any, to accrue until the maturity thereof.

Interest, principal or reserve payments, whether made for a deficiency or otherwise, shall be made on a parity and pro rata, with respect to the Prior Bonds and the Series 2005 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 2005 A Bonds Sinking Fund and the Series 2005 A Bonds Reserve Account created hereunder, and all amounts required for such accounts 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 such accounts shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

Moneys in the Series 2005 A Bonds Sinking Fund and the Series 2005 A Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 2005 A Bonds Sinking Fund and the Series 2005 A Bonds Reserve Account shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 2005 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 hereinabove provided, are current and there remains in the Revenue Fund a balance in excess of the estimated amounts required to be so transferred and paid into such funds during the following month or such other period as required by the Act, such excess shall be considered as 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 interest, principal and reserve account payments and all such payments shall be remitted to the Commission with appropriate instructions as to the custody, use and application thereof consistent with the provisions of this Bond Legislation. All remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited.

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

E. The Issuer shall remit from the Revenue Fund to the Commission, the Registrar, the Paying Agent or the Depository Bank, on such dates as the respective parties shall require, such additional sums as shall be necessary to pay their respective charges and fees then due. In the case of payments to the Commission under this paragraph, the Issuer shall, if required by the Authority at anytime, make the necessary arrangements whereby such required payments shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required.

F. The moneys in excess of the maximum amounts insured by FDIC in any of the 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. The Gross Revenues of the System shall only be used for purposes of the System.

ARTICLE VI

BOND PROCEEDS; CONSTRUCTION DISBURSEMENTS

Section 6.01. Application of Bond Proceeds. From the moneys received from the sale of the Series 2005 A Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 2005 A Bonds, there shall first be deposited with the Commission in the Series 2005 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 2005 A Bonds, there shall be deposited with the Commission in the Series 2005 A Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding of the Series 2005 A Bonds Reserve Account.

C. As the Issuer receives advances of the remaining moneys derived from the sale of the Series 2005 A Bonds, such moneys shall be deposited with the Depository Bank in the Series 2005 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 2005 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 2005 A Bonds shall be expended as approved by the Infrastructure Council.

Section 6.02. Disbursements From Bond Construction Trust Fund. The Issuer shall each month provide the Infrastructure Council with a requisition for the costs incurred for the Project, together with such documentation as the Infrastructure Council shall require. Payments of all Costs of the Project shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements from the Series 2005 A Bonds Construction Trust Fund shall be made only after submission to and approval from the Council, of a certificate, signed by an Authorized Officer and the Consulting Engineers, stating that:

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

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

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

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

The Issuer shall expend all proceeds of the Series 2005 A Bonds within 3 years of the date of issuance of the Infrastructure Council's bonds, the proceeds of which were used to make the loan to the Issuer.

Pending such application, moneys in the Series 2005 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 Registered Owner of the Series 2005 A Bonds. In addition to the other covenants, agreements and provisions of this Bond Legislation, the Issuer hereby covenants and agrees with the Registered Owner of the Series 2005 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 2005 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 2005 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 Registered Owner of the Series 2005 A Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2005 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 of the Series 2005 A Bonds shall be secured by a first lien on the Net Revenues derived from the System, on a parity with the lien on the Net Revenues in favor of the Registered Owner of the Prior Bonds. The Net Revenues in an amount sufficient to pay the principal of and interest, if any, on the Series 2005 A Bonds and the Prior Bonds and to make the payments into all funds and accounts and all other payments provided for in the Bond Legislation are hereby irrevocably pledged, 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 in the sewer rate ordinance of the Issuer duly enacted on August 2, 2004.

So long as the Series 2005 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, fees and charges initially established for the System in connection with the Series 2005 A Bonds shall prove to be insufficient to produce the required sums set forth in this Bond Legislation and the Loan Agreement, the Issuer hereby covenants and agrees that it will, to the extent or in the manner authorized by law, immediately adjust and increase such schedule of rates, fees and charges and take all such actions necessary to provide funds sufficient to produce the required sums set forth in this Bond Legislation and the Loan Agreement.

Section 7.05. Sale of the System. So long as the Prior Bonds are outstanding, the Issuer shall not sell, mortgage, lease or otherwise dispose of or encumber the System, or any part thereof, except as provided in the Prior Ordinance. Additionally, so long as the Series 2005 A Bonds are outstanding and except as otherwise required by law or with the written consent of the Infrastructure Council and the Authority, the System may not be sold, mortgaged, leased or otherwise disposed of except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to 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 2005 A Bonds, immediately be remitted to the Commission for deposit in the Series 2005 A Bonds Sinking Fund, and, with the written permission of the Infrastructure Council and the Authority, or in the event the Authority is no longer the Registered Owner, the Issuer shall direct the Commission to apply such proceeds to the payment of principal of and interest, if any, on the Series 2005 A Bonds. Any balance remaining after the payment of the Series 2005 A Bonds and interest, if any, thereon shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the System.

The foregoing provision notwithstanding, the Issuer shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, is not in excess of $10,000, the Issuer shall, by ordinance, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then provide for the sale of such property. The proceeds of any such sale shall be deposited in the Renewal and Replacement Fund. If the amount to be received from such sale, lease or other disposition of said property, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, shall be in excess of $10,000 but not in excess of $50,000, the Issuer shall first, determine, upon consultation with 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 ordinance 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 remitted by the Issuer to the Commission for deposit in the respective Sinking Funds and applied only to the purchase or redemption of Bonds of the last maturities then Outstanding at prices not greater than the applicable redemption price or if not redeemable, deposited in the Renewal and Replacement Fund. The payment of such proceeds into the Renewal and Replacement Fund and the Sinking Funds shall not reduce the amount required to be paid into such account by other provisions of this Bond Legislation.

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

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided for in Section 7.06 and Section 7.07 hereof, the Issuer shall not issue any other obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Series 2005 A Bonds. All obligations issued by the Issuer after the issuance of the Series 2005 A Bonds and payable from the revenues of the System, except such additional parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on, pledge and source of and security for payment from such revenues and in all other respects, to the Series 2005 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 2005 A Bonds, and the interest thereon, if any, upon any of the income and revenues of the System pledged for payment of the Series 2005 A Bonds and the interest thereon, if any, in this Bond Legislation, or upon the System or any part thereof.

The Issuer shall give the Authority and the Infrastructure Council 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, or any other obligations related to the Project or the System.

Section 7.07. Parity Bonds. So long as the Prior Bonds are outstanding, the limitations on the issuance of parity obligations set forth in the Prior Ordinance shall be applicable. In addition, no Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of the Series 2005 A Bonds pursuant to this Bond Legislation, without the prior written consent of the Authority and the Infrastructure Council and without complying with the conditions and requirements herein provided (unless less restrictive than the provisions of the Prior Ordinance).

All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 2005 A Bonds.

No such Parity Bonds shall be issued except for the purposes of financing the costs of the design, acquisition or construction of additions, extensions, improvements or betterments 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 expected 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 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 expected 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 Registered Owners of the Bonds and the Registered Owners of any Parity Bonds subsequently issued from time to time within the limitations of and in compliance with this section. All Bonds, 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 the Net Revenues, without preference of any Bond over any other. The Issuer shall comply fully with all the increased payments into the various funds and accounts created in this Bond Legislation required for and on account of such Parity Bonds, in addition to the payments required for Bonds theretofore issued pursuant to this Bond Legislation.

Parity Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on the revenues of the System is subject to the prior and superior lien of the Series 2005 A Bonds on such revenues. The Issuer shall not issue any obligations whatsoever payable from revenues of the System, or any part thereof, which rank prior to or, except in the manner and under the conditions provided in this section, equally, as to lien on and source of and security for payment from such revenues, with the Series 2005 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 Infrastructure Council, 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 Infrastructure Council 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 Infrastructure Council, 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 Registered Owner of the 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 PSC. 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 Issuer shall direct.

The Issuer shall file with the Authority and the Infrastructure Council, or any other original purchaser of the Series 2005 A Bonds, and shall mail in each year to any Registered Owner of the Series 2005 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 Accountant in compliance with the applicable OMB Circular, or any successor thereof, and the Single Audit Act, or any successor thereof, to the extent legally required, and shall mail upon request, and make

available generally, the report of the Independent Certified Public Accountant, or a summary thereof, to any Registered Owner of the Series 2005 A Bonds and shall submit said report to the Authority and the Infrastructure Council, or any other original purchaser of the Series 2005 A Bonds. Such audit report submitted to the Authority and the Infrastructure Council 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 revenues of the System are adequate to meet the Issuer's Operating Expenses and debt service and reserve requirements.

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

The Issuer shall permit the Authority and the Infrastructure Council, 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 Infrastructure Council, 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 Infrastructure Council with respect to the System pursuant to the Act.

Section 7.09. Rates. Prior to the issuance of the Series 2005 A Bonds, equitable rates or charges for the use of and service rendered by the System shall be established all in the manner and form required by law, and copies of such rates and charges so established will be continuously on file with the City Clerk, which copies will be open to inspection by all interested parties. The schedule of rates and charges shall at all times be adequate to produce Gross Revenues from the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds created hereunder. Such schedule of rates and charges shall be changed and readjusted whenever necessary so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant, with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Issuer hereby covenants and agrees that the schedule of rates or charges from time to time in effect shall be sufficient, together with other revenues of the System (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 2005 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2005 A Bonds, including the Prior

Bonds; provided that, in the event that amounts equal to or in excess of the Reserve Requirements are on deposit respectively in the Series 2005 A Bonds Reserve Account and the Reserve Accounts for obligations on a parity with the Series 2005 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, if any, on the Series 2005 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2005 A Bonds, including the Prior Bonds. In any event, the Issuer shall not reduce the rates or charges for services set forth in the rate ordinance described in Section 7.04.

Section 7.10. Operating Budget and 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 Infrastructure Council 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 within 30 days of adoption thereof mail copies of such annual budget and all resolutions authorizing increased expenditures for operation and maintenance to the Authority, the Infrastructure Council and to any Registered Owner of any Bonds who shall file his or her address with the Issuer and request in writing that copies of all such budgets and resolutions be furnished him or her and shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to the Authority, the Infrastructure Council and any Registered Owner of the Bonds or anyone acting for and on behalf of such Registered Owner.

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 Infrastructure Council by the 10th day of each month.

Section 7.11. Engineering Services and Operating Personnel. The Issuer shall 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 Infrastructure Council, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the Authority and the Infrastructure Council 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 Infrastructure Council, 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 Infrastructure Council 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 employ qualified operating personnel properly certified by the State to operate the System during the entire term of the Loan Agreement.

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 PSC 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 20 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 PSC, 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 PSC, discontinue and shut off the services of the System, and any services and facilities of the water system, if so owned by the Issuer, to all users of the services of the System delinquent in payment of charges for the services of the System and will not restore such services of either system until all delinquent charges for the services of the System, plus reasonable interest and penalty charges for the restoration of

service, have been fully paid and shall take all further actions to enforce collections to the maximum extent permitted by law. If the waterworks facilities are not owned by the Issuer, the Issuer will, to the extent allowed by law, use diligent efforts to enter into a similar termination agreement with the provider of such water, subject to any required approval of such agreement by the PSC and all rules, regulations and orders of the PSC.

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 2005 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 OR COMPLETION BONDS, such bonds to be in the amounts of 100% of the construction contract and to be required of each contractor dealing directly with the Board and such payment bonds will be filed with the Clerk of the County Commission of the County in which such work is to be performed prior to commencement of construction of the Project in compliance with Chapter 38, Article 2, Section 39 of the Code of West Virginia, 1931, as amended.

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

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

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

B. The 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 Infrastructure Council. 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. 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 PSC, 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 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 PSC and the Infrastructure Council necessary for the acquisition and construction of the Project and the operation of the System and all approvals for issuance of the Bonds required by State law, with all requisite appeal periods having expired without successful appeal.

Section 7.18. Compliance with Loan Agreement and Law. The Issuer shall perform, satisfy and comply with all the terms and conditions of the Loan Agreement and the Act. Notwithstanding anything herein to the contrary, the Issuer shall provide the Infrastructure Council 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, the Infrastructure Council or other state, federal or local bodies in regard to the acquisition and construction of the Project and the operation, maintenance and use of the System.

Section 7.19. [Reserved]

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

Section 7.21. Contracts; Public Releases. A. The Issuer shall, simultaneously with the delivery of the Series 2005 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 Infrastructure Council for written approval. The Issuer shall obtain the written approval of the Infrastructure Council before expending any proceeds of the Series 2005 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 Infrastructure Council before expending any proceeds of the Series 2005 A Bonds made available due to bid or construction or project underruns.

C. The Issuer shall list the funding as being provided by the Authority and the Infrastructure Council 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

INVESTMENTS

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

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

The Depository Bank shall keep complete and accurate records of all funds, accounts and investments, and shall distribute to the Issuer, at least once each year (or more often if reasonably requested by the Issuer), a summary of such funds, accounts and investment earnings. The Issuer shall retain all such records and any additional records with respect to such funds, accounts and investment earnings so long as any of the Series 2005 A Bonds are Outstanding.

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 2005 A Bonds as a condition to issuance of the Series 2005 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 2005 A Bonds as may be necessary in order to maintain the status of the Series 2005 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 2005 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 Infrastructure Council, as the case may be, from which the proceeds of the Series 2005 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 Infrastructure Council, 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 Resolution.

The Issuer shall annually furnish to the Authority information with respect to the Issuer's use of the proceeds of the Series 2005 A Bonds and any additional information requested by the Authority.

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.01. Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Series 2005 A Bonds:

(1) If default occurs in the due and punctual payment of the principal of or interest, if any, on the Series 2005 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 2005 A Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 2005 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 the Registered Owner; or

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

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

Section 9.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner of a Bond may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his or her rights and, in particular, (i) bring suit for any unpaid principal or interest then due, (ii) by mandamus or other appropriate proceeding enforce all rights of such Registered Owners including the right to require the Issuer to perform its duties under the Act and the Bond Legislation relating thereto, including but not limited to the making and collection of sufficient rates or charges for services rendered by the System, (iii) bring suit upon the Bonds; (iv) by action at law or bill in equity require the Issuer to account as if it were the trustee of an express trust for the Registered Owners of the Bonds, and (v) by action or bill in equity enjoin any acts in violation of the Bond Legislation with respect to the Bonds, or the rights of such Registered Owners; provided however, that all rights and remedies of the Registered Owners of the Series 2005 A Bonds shall be on a parity with those of the Registered Owners of the Prior 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 the System and shall hold, operate and maintain, manage and control the System, 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 the System as the Issuer itself might do.

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

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

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

enter any order or decree permitting or requiring such receiver to sell, assign, mortgage or otherwise dispose of any assets of the System.

ARTICLE X

PAYMENT OF BONDS

Section 10.01. Payment of Bonds. If the Issuer shall pay or there shall otherwise be paid to the Registered Owners of the Series 2005 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 this Bond Legislation and the pledge of Net Revenues and other moneys and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 2005 A Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to the issuance of the Series 2005 A Bonds, this Ordinance may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2005 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 2005 A Bonds shall be made without the consent in writing of the Registered Owners of the Series 2005 A Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of any Series 2005 A Bonds or the rate of interest, if any, thereon, or in the principal amount thereof, or affecting the unconditional promise of the Issuer to pay such principal and interest, if any, out of the funds herein pledged therefor without the consent of the Registered Owners thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of the Series 2005 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 Registered Owner 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 2005 A Bonds from gross income of the Registered Owners 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 2005 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. Except for the Prior Ordinance, all ordinances, orders or resolutions and or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed; provided that,

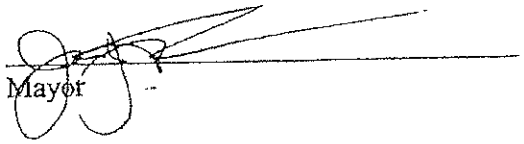
in the event of any conflict between this Ordinance and the Prior Ordinance, the Prior Ordinance shall control (unless less restrictive), so long as the Prior Bonds are outstanding.

Section 11.06. Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption of this Ordinance do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State of West Virginia applicable thereto; and that the Mayor, the City Clerk and members of the Governing Body and the Board 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 in the form set forth in Exhibit A attached hereto and incorporated herein by reference, 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 Weston Democrat, a qualified newspaper published and of general circulation in the City of Weston, and in the Clarksburg Exponent-Telegram, a newspaper of general circulation in the City of Weston, together with a notice stating that this Ordinance has been adopted and that the Issuer contemplates the issuance of the Series 2005 A Bonds, and that any person interested may appear before the Governing Body upon a date certain, not less than 10 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. The Governing Body hereby determines that the abstract of this Ordinance as set forth in Exhibit A contains sufficient information as to give notice of the contents hereof. At such hearing, all objections and suggestions shall be heard and the Governing Body shall take such action as it shall deem proper in the premises.

Section 11.08. Effective Date. This Ordinance shall take effect immediately following public hearing and final reading hereof.

Passed on First Reading:	February 7, 2005
Passed on Second Reading:	March 7, 2005
Passed on Final Reading Following Public Hearing:	April 4, 2005



Mayor

CERTIFICATION

Certified a true copy of an Ordinance duly passed by the Council of the CITY OF WESTON on the 7th day of March, 2005, and effective on April 4, 2005.

Dated this 24th day of June, 2005.

[SEAL]

Rebecca J. Pickens
City Clerk

05/16/05
100530/00308

EXHIBIT A

CITY OF WESTON

NOTICE OF PUBLIC HEARING AND ABSTRACT OF BOND ORDINANCE

Notice is hereby given to any person interested that on March 7, 2005, the Council of the City of Weston (the "Issuer") adopted an ordinance which, among other things:

1. Authorized the acquisition and construction of certain additions, betterments and improvements (the "Project") to the Issuer's existing sewerage system (the "System") and the financing of the cost thereof, not otherwise provided, through the issuance of not more than $1,000,000 in aggregate principal amount of Sewer Revenue Bonds, Series 2005 A (West Virginia Infrastructure Fund) (the "Bonds").

2. Directed that the Bonds be issued in such principal amounts, bear interest, if any, at such rate or rates, not exceeding the then legal maximum rate, payable quarterly on such dates, mature on such dates and in such amounts and redeemable, in whole or in part, as prescribed in a supplemental resolution or in the Loan Agreement for the Bonds; authorized the execution and delivery of the Loan Agreement.

3. Directed the continuation of a revenue fund and the disposition of the revenues of the System; provided for the payment of operating expenses of the System and debt service on the Bonds; directed the creation of a sinking fund, a reserve account and a renewal and replacement fund for the Bonds; directed the creation of a bond construction trust fund and the disbursement of Bond proceeds.

4. Provided that the Bonds shall not be or constitute a corporate indebtedness of the Issuer within the meaning of any statutory or constitutional limitations, but shall be payable solely from the Net Revenues of the System; pledged the Net Revenues of the System to payment of the Bonds and established the rights of the registered owners of the Bonds to the Net Revenues of the System; provided certain conditions for the issuance of additional bonds.

5. Provided for insurance coverage on the Project and the System, enforcement of collection of rates and other charges for the System, and other covenants of the Issuer in favor of the registered owners of the Bonds.

6. Established the events of default and the remedies of the registered owners of the Bonds; provided for the modification or amendment of the Ordinance upon the terms and conditions set forth in the Ordinance.

The Issuer contemplates the issuance of the Bonds described in and under the conditions set forth in the Ordinance abstracted above. Any person interested may appear before the Council of the City of Weston at a regular meeting on April 4, 2005, at 7:00 p.m., at the Lewis County Senior Citizen's Center, 171 West Second Street, Weston, West Virginia, and present protests and be heard as to whether the above described Ordinance shall be put into effect.

A certified copy of the Ordinance as adopted by the Council is on file with the City Clerk for review by interested persons during the office hours of the City Hall.

_____

City Clerk

CITY OF WESTON
SEWER REVENUE BONDS,
SERIES 2005 A (WEST VIRGINIA INFRASTRUCTURE FUND)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO THE PRINCIPAL AMOUNT, DATE, MATURITY DATE, INTEREST RATE, PAYMENT SCHEDULE, SALE PRICE AND OTHER TERMS OF THE CITY OF WESTON SEWER REVENUE BONDS, SERIES 2005 A (WEST VIRGINIA INFRASTRUCTURE FUND); AUTHORIZING AND APPROVING 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 Weston (the "Issuer") has duly and officially passed a Bond Ordinance on March 7, 2005, effective April 4, 2005 (the "Bond Ordinance"), entitled:

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC SEWERAGE SYSTEM OF THE CITY OF WESTON AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN $1,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2005 A (WEST VIRGINIA INFRASTRUCTURE FUND); 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, the 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 2005 A (West Virginia Infrastructure Fund), of the Issuer, in the aggregate principal amount not to exceed $1,000,000 (the "Bonds" or the "Series 2005 A Bonds"), and has authorized the execution and delivery of a loan agreement, including all schedules and exhibits attached thereto (the "Loan Agreement"), by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Infrastructure Council"), all in accordance with Chapter 16, Article 13 and Chapter 31, Article 15A of the Code of West Virginia, 1931, as amended (collectively, the "Act"); and in the Bond Ordinance it is provided that the exact principal amount, date, maturity date, interest rate, payment schedule, sale price and other terms of the Bonds should be established by a supplemental resolution, and that other matters relating to the Bonds be herein provided for;

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, date, maturity date, interest rate, payment schedule, sale price and other terms of the Bonds be fixed hereby in the manner stated herein, and that other matters relating to the Bonds be herein provided for.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WESTON, WEST VIRGINIA, AS FOLLOWS:

Section 1. It is hereby found and determined that:

(A) The Notice of Public Hearing and Abstract of Bond Ordinance (the "Notice") was duly published in the Weston Democrat, a qualified newspaper published and of general circulation in the City of Weston, and in the Clarksburg Exponent - Telegram, a newspaper of general circulation in the City of Weston, with the first publication thereof being not less than ten (10) days before the day set by the Bond Ordinance and the Notice for the public hearing at which interested persons may appear before the Council and present protests and suggestions and with the last publication thereof being prior to said date set by the Bond

Ordinance and the Notice for the public hearing, and a copy of the Affidavit of Publication reflecting such publications is incorporated herein by reference;

(B) In accordance with the Bond Ordinance and the Notice, the City Clerk has maintained in his or her office a certified copy of the Bond Ordinance for review by interested persons during the regular office hours of such office;

(C) At the Lewis County Senior Citizens Center, Weston, West Virginia, on April 4, 2005, at 7:00 p.m., prevailing time, in accordance with the Bond Ordinance and the Notice, the Council met for the purpose of hearing protests and suggestions regarding whether the Bond Ordinance should be put into effect and heard all protests and suggestions with regard thereto;

(D) At the public hearing, no significant reasons were presented that would require modification or amendment of the Bond Ordinance and no written protest with regard thereto was filed by 30 percent or more of the freeholders of the Issuer; and

(E) The Bond Ordinance was put into effect as of the date thereof and the Bonds contemplated thereby shall be issued, all as provided in the Bond Ordinance and this Supplemental Resolution.

Section 2. 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 2005 A (West Virginia Infrastructure Fund), of the Issuer, originally represented by a single Bond, numbered AR-1, in the original principal amount of $597,037. The Bonds shall be dated the date of delivery, shall finally mature June 1, 2045, and shall bear no interest. The principal of the Bonds shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing December 1, 2006, in the amounts as set forth in the Schedule Y attached to the Loan Agreement and incorporated in and made a part of the Bonds. The Bonds shall be subject to redemption upon the written consent of the Authority and the Infrastructure Council, 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 Bonds.

Section 3. 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 4. The Issuer hereby ratifies, approves and accepts the Loan Agreement, including all schedules and exhibits attached thereto, a copy of which is incorporated herein by reference, and the execution and delivery of the Loan Agreement by the Mayor, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby

authorized, directed, ratified and approved. The Issuer hereby affirms all covenants and representations made in the Loan Agreement and in the application to the Infrastructure Council and the Authority. The price of the Bonds shall be 100% of par value, there being no interest accrued thereon, provided that the proceeds of the Bonds shall be advanced from time to time as requisitioned by the Issuer.

Section 5. The Issuer hereby appoints and designates United Bank, Inc., Charleston, West Virginia, to serve as Registrar (the "Registrar") for the Bonds under the Bond Ordinance and approves and accepts 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, directed and approved.

Section 6. The Issuer hereby appoints and designates the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Commission"), to serve as Paying Agent for the Bonds under the Bond Ordinance.

Section 7. The Issuer hereby appoints and designates United Bank, Inc., Weston, West Virginia, to serve as Depository Bank under the Bond Ordinance.

Section 8. Series 2005 A Bonds proceeds in the amount of $-0- shall be deposited in the Series 2005 A Bonds Sinking Fund as capitalized interest.

Section 9. Series 2005 A Bonds proceeds in the amount of $-0- shall be deposited in the Series 2005 A Bonds Reserve Account.

Section 10. The remaining proceeds of the Bonds, as advanced from time to time, shall be deposited in or credited to the Series 2005 A Bonds Construction Trust Fund, as received from time to time for payment of costs of the Project, including costs of issuance of the Bonds.

Section 11. The Mayor and City Clerk are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable in connection with the Bonds hereby and by the Bond Ordinance approved and provided for, to the end that the Bonds may be delivered to the Authority pursuant to the Loan Agreement on or about June 24, 2005.

Section 12. 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 13. The Issuer hereby determines to invest all moneys in the funds and accounts established by the Bond Ordinance held by the Depository Bank until expended, in money market accounts secured by a pledge of Government Obligations, and therefore, the Issuer hereby directs the Depository Bank to invest all moneys in such money market accounts until further directed in writing by the Issuer. Moneys in the Series 2005 A Bonds Sinking Fund and the Series 2005 A Bonds Reserve Account shall be invested by the Commission in the West Virginia Consolidated Fund.

Section 14. The Issuer hereby approves and accepts all contracts and agreements relating to the financing, acquisition and construction of the Project and hereby authorizes the Sanitary Board to enter into all contracts and agreements relating to the acquisition and construction of the Project.

Section 15. The Issuer hereby approves the costs of issuance and authorizes the payment of the same.

Section 16. This Supplemental Resolution shall be effective immediately following adoption hereof.

Adopted this 6th day of June, 2005.

Mayor

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Council of the CITY OF WESTON on the 6th day of June, 2005.

Dated this 24th day of June, 2005.

[SEAL]

Rebecca J. Pickens
City Clerk

05/16/05
100530/00308

NUMBER
AR-1

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF WESTON
SEWER REVENUE BOND, SERIES 2005 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. AR-1 $597,037

KNOW ALL MEN BY THESE PRESENTS: That on this 24th day of June, 2005, the CITY OF WESTON, a municipal corporation and political subdivision of the State of West Virginia in Lewis 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 HUNDRED NINETY SEVEN THOUSAND THIRTY SEVEN DOLLARS ($597,037), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing December 1, 2006, as set forth on the " Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference.

This Bond shall bear no interest. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Infrastructure Council"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the Infrastructure Council, dated June 24, 2005.

SPECIMEN

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"); and (ii) to pay certain costs of issuance of this Bond 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 31, Article 15A of the Code of West Virginia, 1931, as amended (collectively, the "Act"), a Bond Ordinance duly enacted by the Issuer on April 4, 2005, and a Supplemental Resolution duly adopted by the Issuer on June 6, 2005 (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 this Bond under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S (1) SEWER REVENUE BONDS, SERIES 1996, DATED DECEMBER 10, 1996, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF $1,274,287; (2) SEWER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA SRF PROGRAM), DATED DECEMBER 20, 2000, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF $3,192,097; AND (3) SEWER REVENUE BONDS, SERIES 2000 B (WEST VIRGINIA INFRASTRUCTURE FUND), DATED DECEMBER 20, 2000, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF $6,250,000 (COLLECTIVELY, 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 System, on a parity with the pledge of Net Revenues in favor of the registered owners of the Prior Bonds and from moneys in the reserve account created under the Bond Legislation for this Bond (the "Series 2005 A Bonds Reserve Account"), and unexpended proceeds of this Bond. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any statutory or constitutional limitations, nor shall the Issuer be obligated to pay the same or the interest, if any, hereon, except from said special fund provided from the Net Revenues, the moneys in the Series 2005 A Bonds Reserve Account and unexpended proceeds of this Bond. 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 all operating expenses 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,

SPECIMEN

on this Bond, and all other obligations secured by a lien on or payable from such revenues on a parity with this Bond, including the Prior Bonds; provided however, that so long as there exists in the Series 2005 A Bonds Reserve Account, an amount at least equal to the maximum amount of principal and interest, if any, which will become due on this Bond in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with this Bond, 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 this Bond for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of this Bond 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.

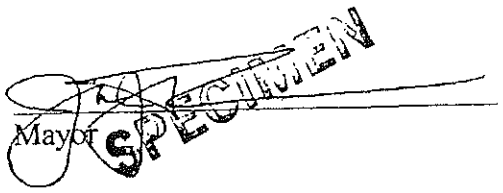
All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the costs of the Project and costs of issuance hereof described in the Bond Legislation,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

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

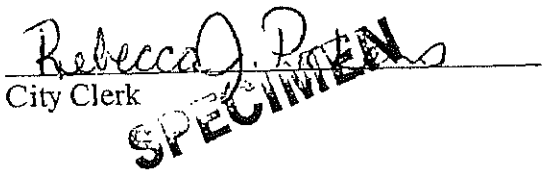
IN WITNESS WHEREOF, the CITY OF WESTON has caused this Bond to be signed by its Mayor, and its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this Bond to be dated as of the date first written above.

[SEAL]



Mayor

ATTEST:



City Clerk

AR-1

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2005 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: June 24, 2005.

UNITED BANK, INC., as Registrar

SPECIMEN

Authorized Officer

AR-1

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	$117,160	6/24/05	(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)	$	

SPECIMEN

TOTAL $_____

EXHIBIT B

$597,037

City of Weston (West Virginia)
40 Years, 0% Interest Rate,
Closing Date: June 24, 2005

SPECIMEN

Debt Service Schedule

Part 1 of 4

Date	Principal	Coupon	Total P+I
09/01/2005	-	-	-
12/01/2005	-	-	-
03/01/2006	-	-	-
06/01/2006	-	-	-
09/01/2006	-	-	-
12/01/2006	3,851.86	-	3,851.86
03/01/2007	3,851.86	-	3,851.86
06/01/2007	3,851.86	-	3,851.86
09/01/2007	3,851.86	-	3,851.86
12/01/2007	3,851.86	-	3,851.86
03/01/2008	3,851.86	-	3,851.86
06/01/2008	3,851.86	-	3,851.86
09/01/2008	3,851.86	-	3,851.86
12/01/2008	3,851.86	-	3,851.86
03/01/2009	3,851.86	-	3,851.86
06/01/2009	3,851.86	-	3,851.86
09/01/2009	3,851.86	-	3,851.86
12/01/2009	3,851.86	-	3,851.86
03/01/2010	3,851.86	-	3,851.86
06/01/2010	3,851.86	-	3,851.86
09/01/2010	3,851.86	-	3,851.86
12/01/2010	3,851.86	-	3,851.86
03/01/2011	3,851.86	-	3,851.86
06/01/2011	3,851.86	-	3,851.86
09/01/2011	3,851.86	-	3,851.86
12/01/2011	3,851.86	-	3,851.86
03/01/2012	3,851.86	-	3,851.86
06/01/2012	3,851.86	-	3,851.86
09/01/2012	3,851.86	-	3,851.86
12/01/2012	3,851.86	-	3,851.86
03/01/2013	3,851.85	-	3,851.85
06/01/2013	3,851.85	-	3,851.85
09/01/2013	3,851.85	-	3,851.85
12/01/2013	3,851.85	-	3,851.85
03/01/2014	3,851.85	-	3,851.85
06/01/2014	3,851.85	-	3,851.85
09/01/2014	3,851.85	-	3,851.85
12/01/2014	3,851.85	-	3,851.85
03/01/2015	3,851.85	-	3,851.85
06/01/2015	3,851.85	-	3,851.85
09/01/2015	3,851.85	-	3,851.85
12/01/2015	3,851.85	-	3,851.85
03/01/2016	3,851.85	-	3,851.85
06/01/2016	3,851.85	-	3,851.85

$597,037

City of Weston (West Virginia)
40 Years, 0% Interest Rate,
Closing Date: June 24, 2005

SPECIMEN

Debt Service Schedule

Part 2 of 4

Date	Principal	Coupon	Total P+I
09/01/2016	3,851.85	-	3,851.85
12/01/2016	3,851.85	-	3,851.85
03/01/2017	3,851.85	-	3,851.85
06/01/2017	3,851.85	-	3,851.85
09/01/2017	3,851.85	-	3,851.85
12/01/2017	3,851.85	-	3,851.85
03/01/2018	3,851.85	-	3,851.85
06/01/2018	3,851.85	-	3,851.85
09/01/2018	3,851.85	-	3,851.85
12/01/2018	3,851.85	-	3,851.85
03/01/2019	3,851.85	-	3,851.85
06/01/2019	3,851.85	-	3,851.85
09/01/2019	3,851.85	-	3,851.85
12/01/2019	3,851.85	-	3,851.85
03/01/2020	3,851.85	-	3,851.85
06/01/2020	3,851.85	-	3,851.85
09/01/2020	3,851.85	-	3,851.85
12/01/2020	3,851.85	-	3,851.85
03/01/2021	3,851.85	-	3,851.85
06/01/2021	3,851.85	-	3,851.85
09/01/2021	3,851.85	-	3,851.85
12/01/2021	3,851.85	-	3,851.85
03/01/2022	3,851.85	-	3,851.85
06/01/2022	3,851.85	-	3,851.85
09/01/2022	3,851.85	-	3,851.85
12/01/2022	3,851.85	-	3,851.85
03/01/2023	3,851.85	-	3,851.85
06/01/2023	3,851.85	-	3,851.85
09/01/2023	3,851.85	-	3,851.85
12/01/2023	3,851.85	-	3,851.85
03/01/2024	3,851.85	-	3,851.85
06/01/2024	3,851.85	-	3,851.85
09/01/2024	3,851.85	-	3,851.85
12/01/2024	3,851.85	-	3,851.85
03/01/2025	3,851.85	-	3,851.85
06/01/2025	3,851.85	-	3,851.85
09/01/2025	3,851.85	-	3,851.85
12/01/2025	3,851.85	-	3,851.85
03/01/2026	3,851.85	-	3,851.85
06/01/2026	3,851.85	-	3,851.85
09/01/2026	3,851.85	-	3,851.85
12/01/2026	3,851.85	-	3,851.85
03/01/2027	3,851.85	-	3,851.85
06/01/2027	3,851.85	-	3,851.85

SPECIMEN

$597,037

City of Weston (West Virginia)
40 Years, 0% Interest Rate,
Closing Date: June 24, 2005

Debt Service Schedule

Part 3 of 4

Date	Principal	Coupon	Total P+I
09/01/2027	3,851.85	-	3,851.85
12/01/2027	3,851.85	-	3,851.85
03/01/2028	3,851.85	-	3,851.85
06/01/2028	3,851.85	-	3,851.85
09/01/2028	3,851.85	-	3,851.85
12/01/2028	3,851.85	-	3,851.85
03/01/2029	3,851.85	-	3,851.85
06/01/2029	3,851.85	-	3,851.85
09/01/2029	3,851.85	-	3,851.85
12/01/2029	3,851.85	-	3,851.85
03/01/2030	3,851.85	-	3,851.85
06/01/2030	3,851.85	-	3,851.85
09/01/2030	3,851.85	-	3,851.85
12/01/2030	3,851.85	-	3,851.85
03/01/2031	3,851.85	-	3,851.85
06/01/2031	3,851.85	-	3,851.85
09/01/2031	3,851.85	-	3,851.85
12/01/2031	3,851.85	-	3,851.85
03/01/2032	3,851.85	-	3,851.85
06/01/2032	3,851.85	-	3,851.85
09/01/2032	3,851.85	-	3,851.85
12/01/2032	3,851.85	-	3,851.85
03/01/2033	3,851.85	-	3,851.85
06/01/2033	3,851.85	-	3,851.85
09/01/2033	3,851.85	-	3,851.85
12/01/2033	3,851.85	-	3,851.85
03/01/2034	3,851.85	-	3,851.85
06/01/2034	3,851.85	-	3,851.85
09/01/2034	3,851.85	-	3,851.85
12/01/2034	3,851.85	-	3,851.85
03/01/2035	3,851.85	-	3,851.85
06/01/2035	3,851.85	-	3,851.85
09/01/2035	3,851.85	-	3,851.85
12/01/2035	3,851.85	-	3,851.85
03/01/2036	3,851.85	-	3,851.85
06/01/2036	3,851.85	-	3,851.85
09/01/2036	3,851.85	-	3,851.85
12/01/2036	3,851.85	-	3,851.85
03/01/2037	3,851.85	-	3,851.85
06/01/2037	3,851.85	-	3,851.85
09/01/2037	3,851.85	-	3,851.85
12/01/2037	3,851.85	-	3,851.85
03/01/2038	3,851.85	-	3,851.85
06/01/2038	3,851.85	-	3,851.85

SPECIMEN

$597,037

City of Weston (West Virginia)
40 Years, 0% Interest Rate,
Closing Date: June 24, 2005

Debt Service Schedule

Part 4 of 4

Date	Principal	Coupon	Total P+I
09/01/2038	3,851.85	-	3,851.85
12/01/2038	3,851.85	-	3,851.85
03/01/2039	3,851.85	-	3,851.85
06/01/2039	3,851.85	-	3,851.85
09/01/2039	3,851.85	-	3,851.85
12/01/2039	3,851.85	-	3,851.85
03/01/2040	3,851.85	-	3,851.85
06/01/2040	3,851.85	-	3,851.85
09/01/2040	3,851.85	-	3,851.85
12/01/2040	3,851.85	-	3,851.85
03/01/2041	3,851.85	-	3,851.85
06/01/2041	3,851.85	-	3,851.85
09/01/2041	3,851.85	-	3,851.85
12/01/2041	3,851.85	-	3,851.85
03/01/2042	3,851.85	-	3,851.85
06/01/2042	3,851.85	-	3,851.85
09/01/2042	3,851.85	-	3,851.85
12/01/2042	3,851.85	-	3,851.85
03/01/2043	3,851.85	-	3,851.85
06/01/2043	3,851.85	-	3,851.85
09/01/2043	3,851.85	-	3,851.85
12/01/2043	3,851.85	-	3,851.85
03/01/2044	3,851.85	-	3,851.85
06/01/2044	3,851.85	-	3,851.85
09/01/2044	3,851.85	-	3,851.85
12/01/2044	3,851.85	-	3,851.85
03/01/2045	3,851.85	-	3,851.85
06/01/2045	3,851.85	-	3,851.85
Total	**$597,037.00**	-	**$597,037.00**

Yield Statistics

Bond Year Dollars	$12,350.37
Average Life	20.686 Years
Average Coupon	-
Net Interest Cost (NIC)	-
True Interest Cost (TIC)	1.34E-10
Bond Yield for Arbitrage Purposes	1.34E-10
All Inclusive Cost (AIC)	1.34E-10

IRS Form 8038

Net Interest Cost	-
Weighted Average Maturity	20.686 Years

ASSIGNMENT

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

Dated: _____, _____.

_____

In the presence of:

SPECIMEN

_____

CITY OF WESTON
SEWER REVENUE BONDS,
SERIES 2000 A (WEST VIRGINIA SRF PROGRAM) AND
SERIES 2000 B (WEST VIRGINIA INFRASTRUCTURE FUND)

BOND ORDINANCE

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CITY OF WESTON

ORDINANCE AUTHORIZING THE REFUNDING OF THE SEWERAGE SYSTEM DESIGN NOTE, SERIES 1998 A (WEST VIRGINIA INFRASTRUCTURE FUND), OF THE CITY OF WESTON AND THE ACQUISITION AND CONSTRUCTION OF CERTAIN ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC SEWERAGE SYSTEM OF THE CITY OF WESTON AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN $3,192,097 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA SRF PROGRAM) AND NOT MORE THAN $6,250,000 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2000 B (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING LOAN AGREEMENTS RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

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

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, Chapter 22C, Article 2 and Chapter 31, Article 15A of the Code of West Virginia, 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 Weston (the "Issuer") is a municipal corporation and political subdivision of the State of West Virginia in Lewis 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 a new wastewater sewage treatment plant and improvements to the existing sanitary sewer collection system of the Issuer and surrounding areas of Lewis County, which will add approximately 507 new customers to the system, together with all appurtenant facilities (collectively, the "Project"), which constitute properties for the collection, transportation, treatment, purification and disposal of liquid or solid wastes, sewage or industrial wastes (the existing public sewerage system of the Issuer, the Project and any further additions, betterments and improvements are herein called the "System"), in accordance with the plans and specifications prepared by the Consulting Engineers, which plans and specifications have heretofore been filed with the City Clerk of the Issuer.

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

D. The Issuer has determined that by refunding its outstanding Sewerage System Design Note, Series 1998 A (West Virginia Infrastructure Fund), dated April 13, 1998, issued in the original principal amount of $200,000 (the "Prior Notes"), it can achieve significant savings in debt service. The entire principal of and all interest and administrative fees on the Prior Notes will be paid in full with the proceeds of the Series 2000 B Bonds on the date of issuance thereof.

E. It is deemed necessary for the Issuer to issue its Sewer Revenue Bonds in the total aggregate principal amount of not more than $9,442,097 in two series (collectively, the "Series 2000 Bonds"), being the Sewer Revenue Bonds, Series 2000 A (West Virginia SRF Program), in the aggregate principal amount of not more than $3,192,097 (the "Series 2000 A Bonds"), and the Sewer Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund), in the aggregate principal amount of not more than $6,250,000 (the "Series 2000 B Bonds"), to permanently finance costs of acquisition and construction of the Project and to pay in full the Prior Notes. The remaining costs of the Project shall be funded from the sources set forth in Section 2.01 hereof. Said costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor;

interest upon the Series 2000 Bonds prior to and during construction or acquisition and for a period not exceeding 6 months after completion of construction of the Project; amounts which may be deposited in the Reserve Accounts (as hereinafter defined); amounts payable to the holder of the Prior Notes to currently refund the Prior Notes, engineering and legal expenses; expenses for estimates of costs and revenues, expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise, administrative expense, commitment fees, fees and expenses of the Authority, including the SRF Administrative Fee (as hereinafter defined), discount, initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2000 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, the refunding of the Prior Notes and the performance of the things herein required or permitted, in connection with any thereof, provided, that reimbursement to the Issuer for any amounts expended by it for allowable costs prior to the issuance of the Series 2000 Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

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

G. It is in the best interests of the Issuer that its Series 2000 A Bonds be sold to the Authority pursuant to the terms and provisions of a bond purchase agreement by and among the Issuer, the Authority and the West Virginia Division of Environmental Protection, a division of the West Virginia Bureau of Environment (the "DEP"), and its Series 2000 B Bonds be sold to the Authority pursuant to the terms and provisions of a loan agreement by and between the Issuer and the Authority, on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Infrastructure Council"), both loan agreements in form satisfactory to the respective parties (collectively, the "Loan Agreement"), approved hereby if not previously approved by resolution of the Issuer.

H. There are outstanding obligations of the Issuer which will rank on a parity with the Series 2000 Bonds as to liens, pledge, source of and security for payment, being the Sewer Revenue Bonds, Series 1996, dated December 10, 1996, issued in the original principal amount of $1,274,287 (the "Prior Bonds").

The Series 2000 Bonds shall be issued on a parity with the Prior Bonds with respect to liens, pledge and source of and security for payment and in all other respects. Prior to the issuance of the Series 2000 Bonds, the Issuer will obtain (i) the certificate of an Independent Certified Public Accountant stating that the parity tests of the Prior Bonds are met; and (ii) the written consent of the Holder of the Prior Bonds to the issuance of the Series 2000 Bonds on a parity with the Prior Bonds. Following the refunding of the Prior Notes and

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.

I. 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 and the principal of and interest on the Series 2000 Bonds and the Prior Bonds and to make payments into all funds and accounts and other payments provided for herein and in the Prior Ordinance.

J. The Issuer has complied with all requirements of West Virginia law and the Loan Agreement relating to authorization of the acquisition, construction and operation of the Project and the System, the refunding of the Prior Notes and issuance of the Series 2000 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 Infrastructure Council and obtaining of a certificate of public convenience and necessity from the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which will either have expired prior to the issuance of the Series 2000 Bonds or such final order will not be subject to appeal.

K. 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 2000 Bonds for the purposes set forth herein.

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

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2000 Bonds by the Registered Owners of the same from time to time, this Bond Legislation shall be deemed to be and shall constitute a contract between the Issuer and such Bondholders, and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the Bondholders of any and all of such Series 2000 Bonds, all of 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, Chapter 22C, Article 2 and Chapter 31, Article 15A of the Code of West Virginia, 1931, as amended and in effect on the date of enactment hereof.

"Authority" means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 2000 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 and the Infrastructure Council 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 2000 Bonds, the Prior Bonds and, where appropriate, any bonds on a parity therewith subsequently authorized to be issued hereunder or by another ordinance of the Issuer.

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

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

"Closing Date" means the date upon which there is an exchange of the Series 2000 Bonds for all or a portion of the proceeds of the Series 2000 Bonds from the Authority.

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

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

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

"Consulting Engineers" means Thrasher Engineering, Inc., Clarksburg, West Virginia, or any qualified engineer or firm of engineers, licensed by the State, that shall at any time hereafter be procured by the Issuer as Consulting Engineers for the System, or portion thereof, in accordance with Chapter 5G, Article 1 of the Code of West Virginia, 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 1.02E hereof to be a part of the costs of refunding the Prior Notes and acquisition and construction of the Project.

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

"Depository Bank" means the bank designated as such in the Supplemental Resolution, and its successors and assigns, 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 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) or any Tap Fees (as hereinafter defined).

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

"Independent Certified Public Accountant" 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.

"Infrastructure Council" means the West Virginia Infrastructure and Jobs Development Council or any other agency of the State of West Virginia that succeeds to the functions of the Infrastructure Council.

"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 Weston, a municipal corporation and political subdivision of the State of West Virginia, in Lewis County, West Virginia, and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

"Loan Agreement" means, collectively, the Bond Purchase 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 2000 A Bonds from the Issuer by the Authority, and

the Loan Agreement heretofore entered, or to be entered, into by and between the Issuer and the Authority, on behalf of the Infrastructure Council, providing for the purchase of the Series 2000 B Bonds from the Issuer by the Authority, the forms of which shall be approved, and the execution and delivery by the Issuer authorized and directed or ratified, by the Supplemental Resolution.

"Mayor" means the Mayor of the Issuer.

"Net Proceeds" means the face amount of the Series 2000 Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any, deposited in the Reserve Accounts. For purposes of the Private Business Use limitations set forth herein, the term Net Proceeds shall include any amounts resulting from the investment of proceeds of the Series 2000 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 Paying Agent (all as hereinafter defined), other than those capitalized as part of the Costs, payments to pension or retirement funds, taxes and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting principles; provided, that "Operating Expenses" does not include payments on account of the principal of or redemption premium, if any, or interest on the 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 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 canceled by the Bond Registrar or Registrar for Prior Bonds, at or prior to said date; (ii) any Bond or Prior Bonds, for the payment of which moneys, equal to its principal amount and redemption premium, if applicable, with interest to the date of maturity or redemption shall be in trust hereunder, and set aside for such payment (whether upon or prior to maturity); (iii) any Bond deemed to have

been paid as provided in Article X hereof; (iv) any Prior Bond deemed to have been paid; and (v) for purposes of consents or other action by a specified percentage of Bondholders, or holders of Prior Bonds, any Bonds or Prior Bonds registered to the Issuer.

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

"Paying Agent" means the Commission or other entity designated as such for the Series 2000 Bonds in the Supplemental Resolution.

"Prior Bonds" means the Issuer's Sewer Revenue Bonds, Series 1996, dated December 10, 1996, issued in the original principal amount of $1,274,287.

"Prior Notes" means the Issuer's Sewerage System Design Note, Series 1998 A (West Virginia Infrastructure Fund), dated April 13, 1998, issued in the original principal amount of $200,000.

"Prior Ordinance" means, collectively, the ordinance of the Issuer enacted on September 3, 1996, as supplemented by the supplemental resolution of the Issuer adopted December 2, 1996, authorizing the issuance of the Prior Bonds.

"Private Business Use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit; provided that, use as a member of the general public shall not be taken into account.

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

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

(a) Government Obligations;

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

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

Tennessee Valley Authority; or Washington Metropolitan Area Transit Authority;

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

(e) Time accounts (including accounts evidenced by time certificates of deposit, time deposits or other similar banking arrangements) which, to the extent not insured by the FDIC, 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 Investment Management Board pursuant to Chapter 12, Article 6 of the Code of West Virginia, 1931, as amended; and

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

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

"Registrar" means the Bond Registrar.

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

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

"Reserve Accounts" means, collectively, the respective Reserve Accounts created for the Series 2000 Bonds and the Prior Bonds.

"Reserve Requirement" means, collectively, the respective amounts required to be on deposit in any Reserve Account for the Prior Bonds and the Series 2000 Bonds.

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

"Series 2000 A Bonds Construction Trust Fund" means the Series 2000 A Bonds Construction Trust Fund created by Section 5.01 hereof.

"Series 2000 A Bonds Reserve Account" means the Series 2000 A Bonds Reserve Account created by Section 5.02 hereof.

"Series 2000 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 2000 A Bonds in the then current or any succeeding year.

"Series 2000 A Bonds Sinking Fund" means the Series 2000 A Bonds Sinking Fund created by Section 5.02 hereof.

"Series 2000 B Bonds" means the Sewer Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund), of the Issuer, authorized by this Bond Legislation.

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

"Series 2000 B Bonds Reserve Account" means the Series 2000 B Bonds Reserve Account created by Section 5.02 hereof.

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

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

"Sinking Funds" means, collectively, the respective Sinking Funds created for the Series 2000 Bonds and the Prior Bonds.

"SRF Administrative Fee" means any administrative fee required to be paid under the Loan Agreement for the Series 2000 A Bonds.

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

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

"State" means the State of West Virginia.

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

"Surplus Revenues" means the Net Revenues not required by the Bond Legislation to be set aside and held for the payment of or security for the Series 2000 Bonds, the Prior Bonds or any other obligations 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 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.

"West Virginia Infrastructure Fund" means the West Virginia Infrastructure Fund established in accordance with Chapter 31, Article 15A, Section 9 of the Code of West Virginia, 1931, as amended and in effect on the date of enactment hereof.

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

ARTICLE II

AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT AND THE REFUNDING OF THE PRIOR NOTES

Section 2.01. Authorization of Acquisition and Construction of the Project and the Refunding of the Prior Notes. There is hereby authorized and ordered the refunding of the Prior Notes and the acquisition and construction of the Project, at an estimated cost of $11,720,000, in accordance with the plans and specifications which have been prepared by the Consulting Engineers, heretofore filed in the office of the Governing Body. The proceeds of the Series 2000 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, in an amount and otherwise compatible with the financing plan submitted to the DEP, the Infrastructure Council and the Authority.

The cost of the Project is estimated not to exceed $11,720,000, of which approximately $3,192,097 will be obtained from proceeds of the Series 2000 A Bond, approximately $6,250,000 will be obtained from proceeds of the Series 2000 B Bonds, approximately $1,027,903 from a grant by the Council and approximately $1,250,000 from a grant by the United States Department of Housing and Urban Development (Small Cities Block Grant).

The cost of refunding the Prior Notes is estimated to be $206,000, which will be obtained from proceeds of the Series 2000 B Bonds.

ARTICLE III

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

Section 3.01. Authorization of Bonds. For the purposes of capitalizing interest on the Series 2000 Bonds, funding the respective reserve accounts for the Series 2000 Bonds, refunding the Prior Notes, paying Costs of the Project not otherwise provided for and paying certain costs of issuance of the Series 2000 Bonds and related costs, or any or all of such purposes, as determined by the Supplemental Resolution, there shall be issued the negotiable Series 2000 Bonds of the Issuer. The Series 2000 Bonds shall be issued in two series, each as a single bond, designated respectively as "Sewer Revenue Bonds, Series 2000 A (West Virginia SRF Program)," in the principal amount of not more than $3,192,097, and "Sewer Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund)," in the principal amount of not more than $6,250,000, and both shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2000 Bonds remaining after funding of the Reserve Accounts (if funded from Bond proceeds) and capitalization of interest, if any, shall be deposited in or credited to the Series 2000 A Bonds Construction Trust Fund and Series 2000 B 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 2000 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 2000 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 2000 Bonds, if any, shall be paid by check or draft of the Paying Agent or its agent, mailed to the Registered Owner thereof at the address as it appears on the books of the Bond Registrar, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner thereof.

Unless otherwise provided by the Supplemental Resolution, the Series 2000 Bonds shall initially be issued in the form of a single bond for each series, fully registered to the Authority, with a record of advances and a debt service schedule attached, representing the aggregate principal amount of each series of the Series 2000 Bonds. The Series 2000 Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal

installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

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

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

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

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

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

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

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

Section 3.07. Bonds not to be Indebtedness of the Issuer. The Series 2000 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 System as herein provided. No Holder or Holders of the Series 2000 Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2000 Bonds or the interest, if any, thereon.

Section 3.08. Bonds Secured by Pledge of Net Revenues; Lien Position with respect to Prior Bonds. The payment of debt service of the Series 2000 A Bonds and the Series 2000 B Bonds shall be secured equally and ratably with each other by a first lien on the Net Revenues derived from the System, on a parity with the lien on the Net Revenues in favor of the Holders of the Prior Bonds. Such Net Revenues in an amount sufficient to pay the principal of and interest, if any, on the Series 2000 Bonds and the Prior Bonds and to make all other payments provided for in the Bond Legislation are hereby irrevocably pledged to such payments as they become due.

Section 3.09. Delivery of Bonds. The Issuer shall execute and deliver the Series 2000 Bonds to the Registrar, and the Registrar shall authenticate, register and deliver the Series 2000 Bonds to the original purchasers upon receipt of a request and authorization to the Bond Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 2000 Bonds to the original purchasers.

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

(FORM OF SERIES 2000 A BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF WESTON
SEWER REVENUE BOND, SERIES 2000 A
(WEST VIRGINIA SRF PROGRAM)

No. AR-____ $_____

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

This Bond shall bear no interest. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent"). The SRF Administrative Fee 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 Registrar (as defined in the hereinafter described Bond Legislation) on the 15th day of the month next preceding a payment date, or by such other method as shall be mutually agreeable so long as the Authority is the registered owner hereof.

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Division of Environmental Protection (the "DEP"), and upon the terms and conditions

prescribed by, and otherwise in compliance with, the Bond Purchase Agreement by and among the Issuer, the Authority and the DEP, dated _____, 2000.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of certain additions, betterments and improvements to the existing public sewerage system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The existing public 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 Code of West Virginia, 1931, as amended (collectively, the "Act"), a Bond Ordinance duly enacted by the Issuer on _____, 2000, and a Supplemental Resolution duly adopted by the Issuer on _____, 2000 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S (1) SEWER REVENUE BONDS, SERIES 1996, DATED DECEMBER 10, 1996, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,274,287 (THE "PRIOR BONDS"); AND (2) SEWER REVENUE BONDS, SERIES 2000 B (WEST VIRGINIA INFRASTRUCTURE FUND), DATED _____, 2000, ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $_____ (THE "SERIES 2000 B BONDS").

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the System, on a parity with the pledge of Net Revenues in favor of the holders of the Series 2000 B Bonds and the Prior Bonds, and from moneys in the reserve account created under the Bond Legislation for the Bonds (the "Series 2000 A Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute 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, if any, hereon, except from said special fund provided from the Net Revenues, the moneys in the Series 2000 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other

revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, including the Series 2000 B Bonds and the Prior Bonds; provided however, that so long as there exists in the Series 2000 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, including the Series 2000 B Bonds and 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 hereof described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such moneys, until so applied, in favor of the registered owner of this Bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and at the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the 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 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 WESTON has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this Bond to be dated _____, 2000.

[SEAL]

_____
Mayor

ATTEST:

_____
City Clerk

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2000 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: _____, 2000.

_____, as Registrar

_____
Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

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

TOTAL $_____

EXHIBIT B

DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

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

Dated: _____, _____.

_____

In the presence of:

_____

(FORM OF SERIES 2000 B BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF WESTON
SEWER REVENUE BOND, SERIES 2000 B
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. BR-____ $_____

KNOW ALL MEN BY THESE PRESENTS: That the CITY OF WESTON, a municipal corporation and political subdivision of the State of West Virginia in Lewis County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of _____ DOLLARS ($_____), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, _____, as set forth on the " Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference.

This Bond shall bear no interest. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Infrastructure Council"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the Infrastructure Council, dated _____, 2000.

This Bond is issued (i) to pay in full the entire outstanding principal of and all interest and administrative fees on the Issuer's Sewerage System Design Note, Series 1998 A (West Virginia Infrastructure Fund); (ii) 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"); 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 31, Article 15A of the Code of West Virginia, 1931, as amended (collectively, the "Act"), a Bond Ordinance duly enacted by the Issuer on _____, 2000, and a Supplemental Resolution duly adopted by the Issuer on _____, 2000 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S (1) SEWER REVENUE BONDS, SERIES 1996, DATED DECEMBER 10, 1996, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,274,287 (THE "PRIOR BONDS"); AND (2) SEWER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA SRF PROGRAM), DATED _____, 2000, ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $_____ (THE "SERIES 2000 A BONDS").

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the System, on a parity with the pledge of Net Revenues in favor of the holders of the Series 2000 A Bonds and the Prior Bonds and from moneys in the reserve account created under the Bond Legislation for the Bonds (the "Series 2000 B Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute 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, if any, hereon, except from said special fund provided from the Net Revenues, the moneys in the Series 2000 B Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, including the Series 2000 A Bonds and the Prior Bonds; provided however, that so long as there exists in the Series 2000 B Bonds Reserve Account an amount at least equal to the

maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, including the Series 2000 A Bonds and 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 hereof described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such moneys, until so applied, in favor of the registered owner of this Bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and at the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the 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 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 WESTON has caused this Bond to be signed by its Mayor, and its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this Bond to be dated _____, 2000.

[SEAL]

_____
Mayor

ATTEST:

_____
City Clerk

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

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

Date: _____, 2000.

_____, as Registrar

_____

Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

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

TOTAL $_____

EXHIBIT B

DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

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

Dated: _____, _____.

_____

In the presence of:

_____

Section 3.11. Sale of Bonds; Approval and Ratification of Execution of Loan Agreement. The Loan Agreement, including all schedules and exhibits attached thereto, are hereby approved and incorporated into this Bond Legislation. The Series 2000 Bonds shall be sold to the Authority, pursuant to the terms and conditions of the Loan Agreement. If not so authorized by previous ordinance or resolution, the Mayor is specifically authorized and directed to execute the Loan Agreement and the City Clerk is directed to affix the seal of the Issuer, attest the same and deliver the Loan Agreement to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed.

Section 3.12. "Amended Schedule" Filing. Upon completion of the acquisition and construction of the Project, the Issuer will file with the Authority, the DEP and the Infrastructure Council, the respective schedules, the forms of which will be provided by the DEP and the Infrastructure Council, 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 created 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 (created by the Prior Ordinance);

(2) Renewal and Replacement Fund (created by the Prior Ordinance);

(3) Series 2000 A Bonds Construction Trust Fund; and

(4) Series 2000 B 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 created by the 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 1996 Bonds Sinking Fund (created by the Prior Ordinance);

(2) Within the Series 1996 Bonds Sinking Fund, the Series 1996 Bonds Reserve Account (created by the Prior Ordinance);

(3) Series 2000 A Bonds Sinking Fund;

(4) Within the Series 2000 A Bonds Sinking Fund, the Series 2000 A Bonds Reserve Account;

(5) Series 2000 B Bonds Sinking Fund; and

(6) Within the Series 2000 B Bonds Sinking Fund, the Series 2000 B 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 by the Issuer in the Revenue Fund. The Revenue Fund shall constitute a trust fund for the purposes provided in the Prior Ordinance and 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 this Bond Legislation. All moneys in the Revenue Fund shall be disposed of only in the following manner and order of priority:

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

(2) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the Commission (i) for deposit in the Series 1996 Bonds Sinking Fund, the amount required by the Prior Ordinance for payment of the principal of the Prior Bonds; (ii) commencing 4 months prior to the first date of payment of principal of the Series 2000 A Bonds, for deposit in the Series 2000 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 2000 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 2000 A Bonds Sinking Fund and the next quarterly principal payment date is less than 4 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly principal payment date, the required amount of principal coming due on such date; and (iii) commencing 4 months prior to the first date of payment of principal of the Series 2000 B Bonds, for deposit in the Series 2000 B Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 2000 B Bonds on the next ensuing quarterly principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2000 B Bonds Sinking Fund and the next quarterly principal payment date is less than 4 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly principal payment date, the required amount of principal coming due on such date.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the Commission (i) for deposit in the Series 1996 Bonds Reserve

Account, the amount required by the Prior Ordinance to be deposited therein; (ii) commencing 4 months prior to the first date of payment of principal of the Series 2000 A Bonds, if not fully funded upon issuance of the Series 2000 A Bonds, for deposit in the Series 2000 A Bonds Reserve Account, an amount equal to 1/120th of the Series 2000 A Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2000 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 2000 A Bonds Reserve Requirement; and (iii) commencing 4 months prior to the first date of payment of principal of the Series 2000 B Bonds, if not fully funded upon issuance of the Series 2000 B Bonds, for deposit in the Series 2000 B Bonds Reserve Account, an amount equal to 1/120th of the Series 2000 B Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2000 B Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2000 B Bonds Reserve Requirement.

(4) 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 (as previously set forth in the Prior Ordinance and not in addition thereto), exclusive of any payments for account of any Reserve Account. All funds in the Renewal and Replacement Fund shall be kept apart from all other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in accordance with Article VIII hereof. Withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, repairs, improvements or extensions to the System; provided that, any deficiencies in any Reserve Account, except to the extent such deficiency exists because the required payments into such account have not, as of the date of determination of a deficiency, funded such account to the maximum extent required hereof, shall be promptly eliminated with moneys from the Renewal and Replacement Fund.

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

Bonds Reserve Account shall be used only for the purpose of paying principal of and interest, if any, on the Series 2000 A Bonds and the Series 2000 B Bonds, respectively, as the same shall come due, when other moneys in the Series 2000 A Bonds Sinking Fund and the Series 2000 B Bonds Sinking Fund are insufficient therefor, and for no other purpose.

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

Any withdrawals from the Series 2000 A Bonds Reserve Account or the Series 2000 B Bonds Reserve Account which result in a reduction in the balance therein to below the respective Reserve Requirements shall be subsequently 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 2000 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 accounts in an amount equal to the requirement therefor.

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

Interest, principal or reserve payments, whether made for a deficiency or otherwise, shall be made on a parity and pro rata, with respect to the Prior Bonds, the Series 2000 A Bonds and the Series 2000 B Bonds, in accordance with the respective principal amounts then Outstanding.

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

Account created hereunder, and all amounts required for said accounts shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein. If required by the Authority at anytime, the Issuer shall make the necessary arrangements whereby required payments into said accounts shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

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

The Series 2000 A Bonds Sinking Fund, the Series 2000 A Bonds Reserve Account, the Series 2000 B Bonds Sinking Fund and the Series 2000 B Bonds Reserve Account shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 2000 A Bonds and the Series 2000 B Bonds, respectively, 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 hereinabove provided, are current and there remains in the Revenue Fund a balance in excess of the estimated amounts required to be so transferred and paid into such funds during the following month or such other period as required by the Act, such excess shall be considered as surplus revenues (the "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 interest, principal and reserve account payments and all such payments shall be remitted to the Commission with appropriate instructions as to the custody, use and application thereof consistent with the provisions of this Bond Legislation. All remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited. The Issuer shall also on the first day of each month (if 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 for the Series 2000 A Bonds.

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

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

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

F. The moneys in excess of the sum insured by the maximum amounts insured by FDIC in any of the 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. The Gross Revenues of the System shall only be used for purposes of the System.

ARTICLE VI

BOND PROCEEDS; CONSTRUCTION DISBURSEMENTS

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

A. From the proceeds of the Series 2000 A Bonds, there shall first be deposited with the Commission in the Series 2000 A Bonds Sinking Fund, the amount, if any, set forth in the Supplemental Resolution as capitalized interest.

B. From the proceeds of the Series 2000 B Bonds, there shall first be deposited with the Commission in the Series 2000 B Bonds Sinking Fund, the amount, if any, set forth in the Supplemental Resolution as capitalized interest.

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

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

E. Next, from the proceeds of the Series 2000 B Bonds, there shall be deposited with the Commission, the amount set forth in the Supplemental Resolution for paying in full the entire outstanding principal of and all interest and administrative fees on the Prior Notes.

F. As the Issuer receives advances of the remaining moneys derived from the sale of the Series 2000 A Bonds, such moneys shall be deposited with the Depository Bank in the Series 2000 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 2000 A Bonds.

G. As the Issuer receives advances of the remaining moneys derived from the sale of the Series 2000 B Bonds, such moneys shall be deposited with the Depository Bank in the Series 2000 B Bonds Construction Trust Fund and applied solely to payment of the costs

of the Project in the manner set forth in Section 6.02 hereof and until so expended are hereby pledged as additional security for the Series 2000 B Bonds.

H. 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 2000 A Bonds shall be expended as approved by the DEP and any remaining proceeds of the Series 2000 B Bonds shall be expended as approved by the Infrastructure Council.

Section 6.02. Disbursements From Bond Construction Trust Fund. A. On or before the Closing Date, the Issuer shall have delivered to the DEP and the Authority a report listing the specific purposes for which the proceeds of the Series 2000 A Bonds will be expended and the disbursement procedures for such proceeds, including an estimated monthly draw schedule. Payments for the costs of the Project shall be made monthly.

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

(1) a completed and signed "Payment Requisition Form," a form of which is attached to the Loan Agreement for the Series 2000 A Bonds, in compliance with the Issuer's 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.

B. The Issuer shall each month provide the Infrastructure Council with a requisition for the costs incurred for the Project, together with such documentation as the

Infrastructure Council shall require. Payments of all Costs of the Project shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements from the Series 2000 B Bonds Construction Trust Fund shall be made only after submission to and approval from the Council, of a certificate, signed by an Authorized Officer and the Consulting Engineers, stating that:

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

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

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

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

The Issuer shall expend all proceeds of the Series 2000 B Bonds within 3 years of the date of issuance of the State's general obligation bonds, the proceeds of which were used to make the loan to the Issuer.

Pending such application, moneys in the respective Bond Construction Trust Funds, 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 2000 Bonds. In addition to the other covenants, agreements and provisions of this Bond Legislation, the Issuer hereby covenants and agrees with the Holders of the Series 2000 Bonds as hereinafter provided in this Article VII. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of the Series 2000 Bonds or the interest, if any, thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 2000 Bonds shall not be nor constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter limitation of indebtedness, but shall be payable solely from the funds pledged for such payment by this Bond Legislation. No Holder or Holders of the Series 2000 Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2000 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 of the Series 2000 A Bonds and the Series 2000 B Bonds shall be secured equally and ratably with each other by a first lien on the Net Revenues derived from the System, on a parity with the lien on the Net Revenues in favor of the Holders of the Prior Bonds. The Net Revenues in an amount sufficient to pay the principal of and interest, if any, on the Series 2000 Bonds and the Prior Bonds and to make the payments into all funds and accounts and all other payments provided for in the Bond Legislation are hereby irrevocably pledged, 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 in the sewer rate ordinance of the Issuer duly enacted on June 21, 2000.

So long as the Series 2000 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, fees and charges initially established for the System in connection with the Series 2000 Bonds shall prove to be insufficient to produce the required sums set forth in this Bond Legislation and the Loan Agreement, the Issuer hereby covenants and agrees that it will, to the extent or in the manner authorized by law, immediately adjust and increase such schedule of rates, fees and charges and take all such actions necessary to provide funds sufficient to produce the required sums set forth in this Bond Legislation and the Loan Agreement.

Section 7.05. Sale of the System. So long as the Prior Bonds are outstanding, the Issuer shall not sell, mortgage, lease or otherwise dispose of or encumber the System, or any part thereof, except as provided in the Prior Ordinance. Additionally, so long as the Series 2000 Bonds are outstanding and except as otherwise required by law or with the written consent of the DEP, the Infrastructure Council and the Authority, the System may not be sold, mortgaged, leased or otherwise disposed of except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to 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 2000 Bonds, immediately be remitted to the Commission for deposit in the Sinking Funds, and, with the written permission of the DEP, the Infrastructure Council and 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 2000 Bonds. Any balance remaining after the payment of the Series 2000 Bonds and interest, if any, thereon shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the System.

The foregoing provision notwithstanding, the Issuer shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, is not in excess of $10,000, the Issuer shall, by ordinance, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then provide for the sale of such property. The proceeds of any such sale shall be deposited in the Renewal and Replacement Fund. If the amount to be received from such sale, lease or other disposition of said property, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, shall be in excess of $10,000 but not in excess of $50,000, the Issuer shall first, determine, upon consultation with 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 ordinance 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 remitted by the Issuer to the Commission for deposit in the respective Sinking Funds and applied only to the purchase or redemption of Bonds of the last maturities then Outstanding at prices not greater than the applicable redemption price or if not redeemable, deposited in the Renewal and Replacement Fund. The payment of such proceeds into the Renewal and Replacement Fund and the Sinking Funds shall not reduce the amount required to be paid into such account by other provisions of this Bond Legislation.

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

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided for in 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 2000 Bonds. All obligations issued by the Issuer after the issuance of the Series 2000 Bonds and payable from the revenues of the System, except such additional parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on and source of and security for payment from such revenues and in all other respects, to the Series 2000 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 2000 Bonds, and the interest thereon, upon any of the income and revenues of the System pledged for payment of the Series 2000 Bonds and the interest thereon in this Bond Legislation, or upon the System or any part thereof.

The Issuer shall give the Authority, the DEP and the Infrastructure Council 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 Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of the Series 2000 Bonds pursuant to this Bond Legislation, without the prior written consent of the Authority, the DEP and the Infrastructure Council and without complying with the conditions and requirements herein provided (unless less restrictive than the provisions of the Prior Ordinance).

All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 2000 Bonds.

No such Parity Bonds shall be issued except for the purpose of financing the costs of the acquisition or construction of additions, extensions, improvements or betterments to the System or refunding the Series 2000 Bonds issued pursuant hereto, or both such purposes.

No Parity Bonds shall be issued at any time, however, unless and until there has been procured and filed with the City Clerk a written statement by the Independent Certified Public Accountants, 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 expected 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 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 expected 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. All Bonds, 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 the Net Revenues, without preference of any Bond over any other. The Issuer shall comply fully with all the increased payments into the various funds and accounts created in this Bond Legislation required for and on account of such Parity Bonds, in addition to the payments required for Bonds theretofore issued pursuant to this Bond Legislation.

Parity Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on the revenues of the System is subject to the prior and superior lien of the Series 2000 Bonds on such revenues. The Issuer shall not issue any obligations whatsoever payable from revenues of the System, or any part thereof, which rank prior to or, except in the manner and under the conditions provided in this section, equally, as to lien on and source of and security for payment from such revenues, with the Series 2000 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, the DEP and the Infrastructure Council, 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, the DEP and the Infrastructure Council 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.

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

The Issuer shall permit the Authority, the DEP and the Infrastructure Council, 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. 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 Issuer shall direct.

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

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

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

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

The Issuer shall also, at least once a year, cause the books, records and accounts of the System to be audited by Independent Certified Public Accountant in compliance with the applicable OMB Circular, or any successor thereof, and the Single Audit Act, or any successor thereof, to the extent legally required, and shall mail upon request, and make available generally, the report of the Independent Certified Public Accountant, or a summary thereof, to any Holder or Holders of the Series 2000 Bonds and shall submit said report to the Authority, the DEP and the Infrastructure Council, or any other original purchaser of the Series 2000 Bonds. Such audit report submitted to the Authority, the DEP and the Infrastructure Council 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.

The Issuer shall permit the Authority, the DEP and the Infrastructure Council, 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, the DEP and the Infrastructure Council, 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, the DEP and the Infrastructure Council with respect to the System pursuant to the Act.

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 for the Series 2000 A Bonds or as promulgated from time to time.

Section 7.09. Rates. Prior to the issuance of the Series 2000 Bonds, equitable rates or charges for the use of and service rendered by the System shall be established all in the manner and form required by law, and copies of such rates and charges so established will be continuously on file with the City Clerk, which copies will be open to inspection by all interested parties. The schedule of rates and charges shall at all times be adequate to produce Gross Revenues from the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds created hereunder. Such schedule of rates and charges shall be changed and readjusted whenever necessary so that the aggregate of the

rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant, with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Issuer hereby covenants and agrees that the schedule of rates or charges from time to time in effect shall be sufficient, together with other revenues of the System (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 2000 Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2000 Bonds, including the Prior Bonds; provided that, in the event that amounts equal to or in excess of the Reserve Requirements are on deposit respectively in the Series 2000 A Bonds Reserve Account, the Series 2000 B Bonds Reserve Account and the Reserve Accounts for obligations on a parity with the Series 2000 Bonds are funded at least at the requirement therefor, such balance each year need only equal at least 110% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2000 Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2000 Bonds, including the Prior Bonds. In any event, the Issuer shall not reduce the rates or charges for services set forth in the rate ordinance described in Section 7.04.

Section 7.10. Operating Budget and 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, the DEP and the Infrastructure Council 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 within 30 days of adoption thereof mail copies of such annual budget and all resolutions authorizing increased expenditures for operation and maintenance to the Authority, the DEP, the Infrastructure Council and to any Holder of any Bonds who shall file his or her address with the Issuer and request in writing that copies of all such budgets and resolutions be furnished him or her and shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to any Holder of any Bonds or anyone acting for and in behalf of such Holder of any Bonds.

Commencing on the date contracts are executed for the acquisition and construction of the Project and for 2 years following the completion of the Project, the 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, the DEP and the Infrastructure Council by the 10th day of each month.

Section 7.11. Engineering Services and Operating Personnel. The Issuer shall 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, the DEP and the Infrastructure Council, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the Authority, the DEP and the Infrastructure Council 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, the DEP and the Infrastructure Council 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, the Infrastructure Council 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 for the Series 2000 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 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, if so owned by the Issuer, to all users of the services of the System delinquent in payment of charges for the services of the System and will not restore such services of either system until all delinquent charges for the services of the System, plus reasonable interest and penalty charges for the restoration of service, have been fully paid and shall take all further actions to enforce collections to the maximum extent permitted by law or, if the waterworks facilities are not owned by the Issuer, the Issuer will, to the extent allowed by law, use diligent efforts to enter into a similar termination agreement with the provider of such water, subject to any required approval of such agreement by the Public Service Commission of West Virginia and all rules, regulations and orders of the Public Service Commission of West Virginia.

Section 7.14. No Free Services. The 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 2000 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 OR COMPLETION BONDS, such bonds to be in the amounts of not less than 100% of the amount of any construction contract and to be required of each contractor dealing directly with the Board and such payment bonds will be filed with the Clerk of the County Commission of the County in which such work is to be performed prior to commencement of construction of any additions, extensions or improvements for the System in compliance with West Virginia Code, Section 38-2-39.

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

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

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

B. The 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, the DEP and the Infrastructure Council 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 Division of Health from such house, dwelling or building into the System, to the extent permitted by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, shall connect with and use the System and shall cease the use of all other means for the collection, treatment and disposal of sewage and waste matters from such house, dwelling or building where there is such gravity flow or transportation by such other method approved by the State Division of Health and such house, dwelling or building can be adequately served by the System, and every such owner, tenant or occupant shall, after a 30-day notice of the availability of the sewerage facilities portion of the System, pay the rates and charges established therefor.

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

Section 7.17. Completion of Project; Permits and Orders. The 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 Infrastructure Council necessary for the acquisition and construction of the Project and the operation of the System and all approvals for issuance of the Bonds required by State law, with all requisite appeal periods having expired without successful appeal.

Section 7.18. Compliance with Loan Agreement and Law. The Issuer shall perform, satisfy and comply with all the terms and conditions of the Loan Agreement and

the Act. Notwithstanding anything herein to the contrary, the Issuer shall provide the DEP and the Infrastructure Council 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, the DEP, the Infrastructure Council or other state, federal or local bodies in regard to the acquisition and construction of the Project and the operation, maintenance and use of the System.

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

A. PRIVATE BUSINESS USE LIMITATION. The Issuer shall assure that (i) not in excess of 10% of the Net Proceeds of the Series 2000 Bonds are used for Private Business Use if, in addition, the payment of more than 10% of the principal or 10% of the interest due on the Series 2000 Bonds during the term thereof is, under the terms of the Series 2000 Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for a Private Business Use; and (ii) and that, in the event that both (A) in excess of 5% of the Net Proceeds of the Series 2000 Bonds are used for a Private Business Use, and (B) an amount in excess of 5% of the principal or 5% of the interest due on the Series 2000 Bonds during the term thereof is, under the terms of the Series 2000 Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said 5% of Net Proceeds of the Series 2000 Bonds used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the Project, or if the Series 2000 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 2000 Bonds are used, directly or indirectly, to make or finance a loan (other than loans constituting Nonpurpose Investments) to persons other than state or local government units.

C. FEDERAL GUARANTEE PROHIBITION. The Issuer shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause

the Series 2000 Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

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

E. FURTHER ACTIONS. The Issuer shall take any and all actions that may be required of it (including, without limitation, those deemed necessary by the Authority) so that the interest, if any, on the Series 2000 Bonds will be and remain excludable from gross income for federal income tax purposes, and shall 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 shall provide the Authority, in a timely manner, with any and all information that may be requested of it (including its annual audit report, financial statements, related information and notices of changes in usage and customer base) so that the Authority may comply with the provisions of SEC Rule 15c2-12 (17 CFR Part 240).

Section 7.21. Contracts; Public Releases. A. The Issuer shall, simultaneously with the delivery of the Series 2000 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 and the Infrastructure Council for written approval. The Issuer shall obtain the written approval of the DEP and the Infrastructure Council before expending any proceeds of the Series 2000 Bonds held in "contingency" as set forth in the respective schedules attached to the certificate of the Consulting Engineer. The Issuer shall also obtain the written approval of the DEP and the Infrastructure Council before expending any proceeds of the Series 2000 Bonds made available due to bid or construction or project underruns.

C. The Issuer shall list the funding as being provided by the Authority, the DEP and the Infrastructure Council 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

INVESTMENTS

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

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

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

Section 8.02. Certificate as to Use of Proceeds; Covenants as to Use of Proceeds. The Issuer shall deliver a certificate as to use of proceeds or other similar certificate to be prepared by nationally recognized bond counsel relating to restrictions on the use of proceeds of the Series 2000 Bonds as a condition to issuance of the Series 2000 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 2000 Bonds as may be necessary in order to

maintain the status of the Series 2000 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 2000 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, the Infrastructure Council or the DEP, as the case may be, from which the proceeds of the Series 2000 Bonds are derived, to lose their status as tax-exempt bonds; and (iii) to take such action, or refrain from taking such action, as shall be deemed necessary by the Issuer, or requested by the Authority, the Infrastructure Council 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 Resolution.

The Issuer shall annually furnish to the Authority information with respect to the Issuer's use of the proceeds of the Series 2000 Bonds and any additional information requested by the Authority.

ARTICLE IX

DEFAULT AND REMEDIES

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

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

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

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

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

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

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to the issuance of the Series 2000 Bonds, this Ordinance may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2000 Bonds, no material modification or amendment of this Ordinance, or of any ordinance, resolution or order amendatory or supplemental hereto, that would materially and adversely affect the rights of Registered Owners of the Series 2000 Bonds shall be made without the consent in writing of the Registered Owners of the Series 2000 Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of any Series 2000 Bonds or the rate of interest, if any, thereon, or in the principal amount thereof, or affecting the unconditional promise of the Issuer to pay such principal and interest, if any, out of the funds herein pledged therefor without the consent of the Registered Owners thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of the Series 2000 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 2000 Bonds from gross income of the holders thereof.

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

Section 11.03. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Ordinance should be held invalid by any court of competent jurisdiction, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance, the Supplemental Resolution or the Series 2000 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. Except for the Prior Ordinance, all ordinances, orders or resolutions and or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed; provided that,

in the event of any conflict between this Ordinance and the Prior Ordinance, the Prior Ordinance shall control (unless less restrictive), so long as the Prior Bonds are outstanding.

Section 11.06. Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption of this Ordinance do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State of West Virginia applicable thereto; and that the Mayor, the City Clerk and members of the Governing Body and the Board 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 in the form set forth in Exhibit A attached hereto and incorporated herein by reference, 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 Weston Democrat, a qualified newspaper published and of general circulation in the City of Weston, and in the Clarksburg Telegram and the Clarksburg Exponent, 2 newspapers of general circulation in the City of Weston, together with a notice stating that this Ordinance has been adopted and that the Issuer contemplates the issuance of the Series 2000 Bonds, and that any person interested may appear before the Governing Body upon a date certain, not less than 10 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. The Governing Body hereby determines that the abstract of this Ordinance as set forth in Exhibit A contains sufficient information as to give notice of the contents hereof. At such hearing, all objections and suggestions shall be heard and the Governing Body shall take such action as it shall deem proper in the premises.

Section 11.08. Effective Date. This Ordinance shall take effect immediately following public hearing and final reading hereof.

Passed on First Reading: October 2, 2000

Passed on Second Reading: November 6, 2000

Passed on Final Reading Following Public Hearing: December 4, 2000

Mayor

CERTIFICATION

Certified a true copy of an Ordinance duly enacted by the Council of the CITY OF WESTON on the 4th day of December, 2000.

Dated: December 20, 2000.

[SEAL]

City Clerk

11/22/00
100530/00303

M0327356.1

EXHIBIT A

CITY OF WESTON

NOTICE OF PUBLIC HEARING AND ABSTRACT OF BOND ORDINANCE

Notice is hereby given to any person interested that on November 6, 2000, the Council of the City of Weston (the "Issuer"), adopted an ordinance which, among other things:

1. Authorized the refunding of the Issuer's Sewerage System Design Note, Series 1998 A (West Virginia Infrastructure Fund), and the acquisition and construction of certain additions, betterments and improvements (the "Project") to the Issuer's existing sewerage system (the "System") and the financing of the cost, not otherwise provided, thereof through the issuance of not more than $3,192,097 in aggregate principal amount of Sewer Revenue Bonds, Series 2000 A (West Virginia SRF Program) and not more than $6,250,000 in aggregate principal amount of Sewer Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund) (collectively, the "Bonds"). The Project, estimated at $11,720,000, was authorized to be financed with proceeds of the Bonds, a grant from the West Virginia Infrastructure Fund in the amount of $1,027,903 and a grant from the United States Department of Housing and Urban Development (Small Cities Block Grant) in the amount of $1,250,000.

2. Directed that the Bonds be issued in such principal amounts, bear interest, if any, at such rate or rates, not exceeding the then legal maximum rate, payable quarterly on such dates, mature on such dates and in such amounts and redeemable, in whole or in part, as prescribed in a supplemental resolution or in the respective Loan Agreements.

3. Authorized the execution and delivery of the Loan Agreements.

4. Directed the continuation of a Revenue Fund and the disposition of the revenues of the System; provided for the payment of operating expenses; provided for the monthly payment of principal of and interest on the Bonds when due; provided for the creation of the respective Sinking Funds, Reserve Accounts and a Renewal and Replacement Fund for the Bonds; and provided for the use of excess funds of the System.

5. Directed the creation of the respective Bond Construction Trust Funds and the disbursement of Bond proceeds.

6. Provided that the Bonds shall not 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 of the System; pledged the Net Revenues of the System to payment of the Bonds and established the rights of the holders of the Bonds to the Net Revenues of the System.

7. Provided certain conditions for the issuance of additional bonds.

8. Provided for insurance coverage on the Project, enforcement of collection of rates and other charges for the System, and other covenants of the Issuer in favor of the Bondholders.

9. Established the events of default and the remedies of the Bondholders.

10. Provided for the modification or amendment of the Ordinance upon the terms and conditions set forth in the Ordinance.

The Issuer contemplates the issuance of the Bonds described in and under the conditions set forth in the Ordinance abstracted above. Any person interested may appear before the Council of the City of Weston at a regular meeting on December 4, 2000, at 7:00 p.m., at the Weston Volunteer Fire Department, 325 Center Avenue, Weston, West Virginia, and present protests and be heard as to whether the above described Ordinance shall be put into effect.

A certified copy of the Ordinance as adopted by the Council is on file with the City Clerk for review by interested persons during the office hours of the City Hall.

Rebecca Swisher
City Clerk

CITY OF WESTON
SEWER REVENUE BONDS,
SERIES 2000 A (WEST VIRGINIA SRF PROGRAM) AND
SERIES 2000 B (WEST VIRGINIA INFRASTRUCTURE FUND)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO THE PRINCIPAL AMOUNT, DATE, MATURITY DATE, INTEREST RATE, PAYMENT SCHEDULE, SALE PRICE AND OTHER TERMS OF THE CITY OF WESTON SEWER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA SRF PROGRAM) AND SERIES 2000 B (WEST VIRGINIA INFRASTRUCTURE FUND); AUTHORIZING AND APPROVING THE LOAN AGREEMENTS RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the Council (the "Governing Body") of the City of Weston (the "Issuer") has duly and officially passed a Bond Ordinance on November 6, 2000, effective December 4, 2000 (the "Bond Ordinance"), entitled:

ORDINANCE AUTHORIZING THE REFUNDING OF THE SEWERAGE SYSTEM DESIGN NOTE, SERIES 1998 A (WEST VIRGINIA INFRASTRUCTURE FUND), OF THE CITY OF WESTON AND THE ACQUISITION AND CONSTRUCTION OF CERTAIN ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC SEWERAGE SYSTEM OF THE CITY OF WESTON AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN $3,192,097 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA SRF PROGRAM) AND NOT MORE THAN $6,250,000 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2000 B (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS

AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING LOAN AGREEMENTS RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the 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 2000 A (West Virginia SRF Program) and Series 2000 B (West Virginia Infrastructure Fund), of the Issuer, in the respective aggregate principal amounts not to exceed $3,192,097 and $6,250,000 (collectively, the "Bonds" and individually, the "Series 2000 A Bonds" and "Series 2000 B Bonds"), and has authorized the execution and delivery of a bond purchase agreement relating to the Series 2000 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 Division of Environmental Protection (the "DEP"), and the loan agreement relating to the Series 2000 B Bonds, by and between the Issuer and the Authority, on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Infrastructure Council") (collectively, the "Loan Agreement"), all in accordance with Chapter 16, Article 13 and Chapter 22C, Article 2 and Chapter 31, Article 15A of the Code of West Virginia, 1931, as amended (collectively, the "Act"); and in the Bond Ordinance it is provided that the exact principal amount, date, maturity date, interest rate, payment schedule, sale price and other terms of the Bonds should be established by a supplemental resolution, and that other matters relating to the Bonds be herein provided for;

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, date, maturity date, interest rate, payment schedule, sale price and other terms of the Bonds be fixed hereby in the manner stated herein, and that other matters relating to the Bonds be herein provided for.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WESTON, WEST VIRGINIA, AS FOLLOWS:

Section 1. It is hereby found and determined that:

(A) The Notice of Public Hearing and Abstract of Bond Ordinance (the "Notice") was duly published in the Weston Democrat, a qualified newspaper published and of general circulation in the City of Weston, and in the Clarksburg Exponent and the Clarksburg Telegram, 2 newspapers of general circulation in the City of Weston, with the first publication thereof being not less than ten (10) days before the day set by the Bond Ordinance and the Notice for the public hearing at which interested persons may appear before the Council and present protests and suggestions and with the last publication thereof being prior to said date set by the Bond Ordinance and the Notice for the public hearing, and a copy of the Affidavit of Publication reflecting such publications is incorporated herein by reference;

(B) In accordance with the Bond Ordinance and the Notice, the City Clerk has maintained in his or her office a certified copy of the Bond Ordinance for review by interested persons during the regular office hours of such office;

(C) At the Weston Volunteer Fire Department, Weston, West Virginia, on December 4, 2000, at 7:00 p.m., prevailing time, in accordance with the Bond Ordinance and the Notice, the Council met for the purpose of hearing protests and suggestions regarding whether the Bond Ordinance should be put into effect and heard all protests and suggestions with regard thereto;

(D) At the public hearing, no significant reasons were presented that would require modification or amendment of the Bond Ordinance and no written protest with regard thereto was filed by 30 percent or more of the freeholders of the Issuer; and

(E) The Bond Ordinance shall be put into effect as of the date hereof and the Bonds contemplated thereby shall be issued, all as provided in the Bond Ordinance and this Supplemental Resolution.

Section 2. Pursuant to the Bond Ordinance and the Act, this Supplemental Resolution is adopted and there are hereby authorized and ordered to be issued the following bonds of the Issuer:

(A) Sewer Revenue Bonds, Series 2000 A (West Virginia SRF Program), of the Issuer, originally represented by a single Bond, numbered AR-1, in the original principal amount of $3,192,097. The Series 2000 A Bonds shall be dated the date of delivery, shall finally mature June 1, 2032, shall bear no interest. The principal of the

Series 2000 A Bonds shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing September 1, 2002, in the amounts as set forth in the Schedule Y attached to the Loan Agreement and incorporated in and made a part of the Series 2000 A Bonds. The Issuer hereby approves and shall pay the SRF Administrative Fee equal to 0.5% of the principal amount of the Series 2000 A Bonds set forth in the Schedule Y attached to the Loan Agreement. The Series 2000 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 2000 A Bonds.

(B) Sewer Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund), of the Issuer, originally represented by a single Bonds, numbered BR-1, in the original principal amount of $6,250,000. The Series 2000 B Bonds shall be dated the date of delivery, shall finally mature December 1, 2040, shall bear no interest. The principal of the Series 2000 B Bonds shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing September 1, 2002, in the amounts as set forth in the Schedule Y attached to the Loan Agreement and incorporated in and made a part of the Series 2000 B Bonds. The Series 2000 B Bonds shall be subject to redemption upon the written consent of the Authority and the Infrastructure Council, 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 2000 B Bonds.

Section 3. 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 4. The Issuer hereby ratifies, approves and accepts the Loan Agreement, including all schedules and exhibits attached thereto, a copy of which is incorporated herein by reference, and the execution and delivery of the Loan Agreement by the Mayor, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, directed, ratified and approved. The Issuer hereby affirms all covenants and representations made in the Loan Agreement and in the application to the DEP, the Infrastructure Council and the Authority. The price of the Bonds shall be 100% of par value, there being no interest accrued thereon, provided that the proceeds of the Bonds shall be advanced from time to time as requisitioned by the Issuer.

Section 5. The Issuer hereby appoints and designates United National Bank, Charleston, West Virginia, to serve as Registrar (the "Registrar") for the Bonds under the Bond Ordinance and approves and accepts 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, directed and approved.

Section 6. The Issuer hereby appoints and designates the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Commission"), to serve as Paying Agent for the Bonds under the Bond Ordinance.

Section 7. The Issuer hereby appoints and designates United National Bank, Weston, West Virginia, to serve as Depository Bank under the Bond Ordinance.

Section 8. Series 2000 A Bonds proceeds in the amount of $-0- shall be deposited in the Series 2000 A Bonds Sinking Fund as capitalized interest.

Section 9. Series 2000 A Bonds proceeds in the amount of $-0- shall be deposited in the Series 2000 A Bonds Reserve Account.

Section 10. Series 2000 B Bonds proceeds in the amount of $-0- shall be deposited in the Series 2000 B Bonds Sinking Fund as capitalized interest.

Section 11. Series 2000 B Bonds proceeds in the amount of $-0- shall be deposited in the Series 2000 B Bonds Reserve Account.

Section 12. Series 2000 B Bonds proceeds in the amount of $206,000 shall be used to pay in full the entire outstanding principal of and all interest and administrative fees on the Prior Notes on the date hereof.

Section 13. The remaining proceeds of the Bonds, as advanced from time to time, shall be deposited in or credited to the respective Bonds Construction Trust Funds, as received from time to time for payment of costs of the Project, including costs of issuance of the Bonds.

Section 14. The Mayor and City Clerk are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable in connection with the Bonds hereby and by the Bond Ordinance approved and provided for, to the end that the Bonds may be delivered to the Authority pursuant to the Loan Agreement on or about December 20, 2000.

Section 15. 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 16. The Issuer hereby determines to invest all moneys in the funds and accounts established by the Bond Ordinance held by the Depository Bank until expended, in

money market accounts secured by a pledge of Government Obligations, and therefore, the Issuer hereby directs the Depository Bank to invest all moneys in such money market accounts until further directed in writing by the Issuer. Moneys in the Series 2000 A Bonds Sinking Fund and the Series 2000 A Bonds Reserve Account shall be invested by the Commission in the West Virginia Consolidated Fund.

Section 17. The Issuer hereby approves and accepts all contracts relating to the financing, acquisition and construction of the Project.

Section 18. The Issuer hereby approves the costs of issuance and authorizes the payment of the same.

Section 19. This Supplemental Resolution shall be effective immediately following adoption hereof.

Adopted this 4th day of December, 2000.

T. S

Mayor

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Council of the City of Weston on the 4th day of December, 2000.

Dated this 20th day of December, 2000.

[SEAL]

City Clerk

11/22/00
004812/00304

AR-1

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF WESTON
SEWER REVENUE BOND, SERIES 2000 A
(WEST VIRGINIA SRF PROGRAM)

No. AR-1

SPECIMEN

$3,192,097

KNOW ALL MEN BY THESE PRESENTS: That the CITY OF WESTON, a municipal corporation and political subdivision of the State of West Virginia in Lewis County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of THREE MILLION ONE HUNDRED NINETY TWO THOUSAND NINETY SEVEN DOLLARS ($3,192,097), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing September 1, 2002, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference. The SRF Administrative Fee (as defined in the hereinafter described Bond Legislation) on this Bond shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing September 1, 2002, as set forth on EXHIBIT B attached hereto.

This Bond shall bear no interest. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent"). The SRF Administrative Fee 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 Registrar (as defined in the hereinafter described Bond Legislation) on the 15th day of the month next preceding a payment date, or by such other method as shall be mutually agreeable so long as the Authority is the registered owner hereof.

This Bond may be redeemed prior to its stated date of maturity in whole or in

part, but only with the express written consent of the Authority and the West Virginia Division of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Bond Purchase Agreement by and among the Issuer, the Authority and the DEP, dated October 26, 2000.

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"); and (ii) 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 Code of West Virginia, 1931, as amended (collectively, the "Act"), a Bond Ordinance duly enacted by the Issuer on December 4, 2000, and a Supplemental Resolution duly adopted by the Issuer on December 4, 2000 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S (1) SEWER REVENUE BONDS, SERIES 1996, DATED DECEMBER 10, 1996, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,274,287 (THE "PRIOR BONDS"); AND (2) SEWER REVENUE BONDS, SERIES 2000 B (WEST VIRGINIA INFRASTRUCTURE FUND), DATED DECEMBER 20, 2000, ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,250,000 (THE "SERIES 2000 B BONDS").

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the System, on a parity with the pledge of Net Revenues in favor of the holders of the Series 2000 B Bonds and the Prior Bonds, and from moneys in the reserve account created under the Bond Legislation for the Bonds (the "Series 2000 A Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute 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, if any, hereon, except from said special fund provided from the Net Revenues, the moneys in the Series 2000 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has

covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, including the Series 2000 B Bonds and the Prior Bonds; provided however, that so long as there exists in the Series 2000 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, including the Series 2000 B Bonds and 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 hereof described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such moneys, until so applied, in favor of the registered owner of this Bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and at the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the 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 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 WESTON has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this Bond to be dated December 20, 2000.

[SEAL]

Mayor SPECIMEN

ATTEST:

City Clerk SPECIMEN

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2000 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: December 20, 2000.

UNITED NATIONAL BANK , as Registrar

SPECIMEN

Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	$443,000	12/20/00	(19)	$	
(2)	$		(20)	$	
(3)	$		(21)	$	
(4)	$		(22)	$	
(5)	$		(23)	$	
(6)	$		(24)	$	
(7)	$		(25)	$	
(8)	$		(26)	$	
(9)	$		(27)	$	
(10)	$		(28)	$	
(11)	$		(29)	$	
(12)	$		(30)	$	
(13)	$		(31)	$	
(14)	$		(32)	$	
(15)	$		(33)	$	
(16)	$		(34)	$	
(17)	$		(35)	$	
(18)	$		(36)	$	

TOTAL $_____

EXHIBIT B

City of Weston (West Virginia)

Loan of $3,192,097
30 Years, 0% Interest Rate, 0.5% Administrative Fee
Closing Date: December 20, 2000

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
3/01/2001	-	-	-
6/01/2001	-	-	-
9/01/2001	-	-	-
12/01/2001	-	-	-
3/01/2002	-	-	-
6/01/2002	-	-	-
9/01/2002	26,601.00	-	26,601.00
12/01/2002	26,601.00	-	26,601.00
3/01/2003	26,601.00	-	26,601.00
6/01/2003	26,601.00	-	26,601.00
9/01/2003	26,601.00	-	26,601.00
12/01/2003	26,601.00	-	26,601.00
3/01/2004	26,601.00	-	26,601.00
6/01/2004	26,601.00	-	26,601.00
9/01/2004	26,601.00	-	26,601.00
12/01/2004	26,601.00	-	26,601.00
3/01/2005	26,601.00	-	26,601.00
6/01/2005	26,601.00	-	26,601.00
9/01/2005	26,601.00	-	26,601.00
12/01/2005	26,601.00	-	26,601.00
3/01/2006	26,601.00	-	26,601.00
6/01/2006	26,601.00	-	26,601.00
9/01/2006	26,601.00	-	26,601.00
12/01/2006	26,601.00	-	26,601.00
3/01/2007	26,601.00	-	26,601.00
6/01/2007	26,601.00	-	26,601.00
9/01/2007	26,601.00	-	26,601.00
12/01/2007	26,601.00	-	26,601.00
3/01/2008	26,601.00	-	26,601.00
6/01/2008	26,601.00	-	26,601.00
9/01/2008	26,601.00	-	26,601.00
12/01/2008	26,601.00	-	26,601.00
3/01/2009	26,601.00	-	26,601.00
6/01/2009	26,601.00	-	26,601.00
9/01/2009	26,601.00	-	26,601.00
12/01/2009	26,601.00	-	26,601.00
3/01/2010	26,601.00	-	26,601.00
6/01/2010	26,601.00	-	26,601.00
9/01/2010	26,601.00	-	26,601.00
12/01/2010	26,601.00	-	26,601.00
3/01/2011	26,601.00	-	26,601.00
6/01/2011	26,601.00	-	26,601.00
9/01/2011	26,601.00	-	26,601.00
12/01/2011	26,601.00	-	26,601.00
3/01/2012	26,601.00	-	26,601.00
6/01/2012	26,601.00	-	26,601.00

City of Weston (West Virginia)

Loan of $3,192,097

30 Years, 0% Interest Rate, 0.5% Administrative Fee

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
9/01/2012	26,601.00	-	26,601.00
12/01/2012	26,601.00	-	26,601.00
3/01/2013	26,601.00	-	26,601.00
6/01/2013	26,601.00	-	26,601.00
9/01/2013	26,601.00	-	26,601.00
12/01/2013	26,601.00	-	26,601.00
3/01/2014	26,601.00	-	26,601.00
6/01/2014	26,601.00	-	26,601.00
9/01/2014	26,601.00	-	26,601.00
12/01/2014	26,601.00	-	26,601.00
3/01/2015	26,601.00	-	26,601.00
6/01/2015	26,601.00	-	26,601.00
9/01/2015	26,601.00	-	26,601.00
12/01/2015	26,601.00	-	26,601.00
3/01/2016	26,601.00	-	26,601.00
6/01/2016	26,601.00	-	26,601.00
9/01/2016	26,601.00	-	26,601.00
12/01/2016	26,601.00	-	26,601.00
3/01/2017	26,601.00	-	26,601.00
6/01/2017	26,601.00	-	26,601.00
9/01/2017	26,601.00	-	26,601.00
12/01/2017	26,601.00	-	26,601.00
3/01/2018	26,601.00	-	26,601.00
6/01/2018	26,601.00	-	26,601.00
9/01/2018	26,601.00	-	26,601.00
12/01/2018	26,601.00	-	26,601.00
3/01/2019	26,601.00	-	26,601.00
6/01/2019	26,601.00	-	26,601.00
9/01/2019	26,601.00	-	26,601.00
12/01/2019	26,601.00	-	26,601.00
3/01/2020	26,601.00	-	26,601.00
6/01/2020	26,601.00	-	26,601.00
9/01/2020	26,601.00	-	26,601.00
12/01/2020	26,601.00	-	26,601.00
3/01/2021	26,601.00	-	26,601.00
6/01/2021	26,601.00	-	26,601.00
9/01/2021	26,601.00	-	26,601.00
12/01/2021	26,601.00	-	26,601.00
3/01/2022	26,601.00	-	26,601.00
6/01/2022	26,601.00	-	26,601.00
9/01/2022	26,601.00	-	26,601.00
12/01/2022	26,601.00	-	26,601.00
3/01/2023	26,601.00	-	26,601.00
6/01/2023	26,601.00	-	26,601.00
9/01/2023	26,601.00	-	26,601.00
12/01/2023	26,601.00	-	26,601.00

City of Weston (West Virginia)

Loan of $3,192,097

30 Years, 0% Interest Rate, 0.5% Administrative Fee

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
3/01/2024	26,601.00	-	26,601.00
6/01/2024	26,601.00	-	26,601.00
9/01/2024	26,601.00	-	26,601.00
12/01/2024	26,601.00	-	26,601.00
3/01/2025	26,601.00	-	26,601.00
6/01/2025	26,601.00	-	26,601.00
9/01/2025	26,601.00	-	26,601.00
12/01/2025	26,601.00	-	26,601.00
3/01/2026	26,601.00	-	26,601.00
6/01/2026	26,601.00	-	26,601.00
9/01/2026	26,601.00	-	26,601.00
12/01/2026	26,600.00	-	26,600.00
3/01/2027	26,600.00	-	26,600.00
6/01/2027	26,600.00	-	26,600.00
9/01/2027	26,600.00	-	26,600.00
12/01/2027	26,600.00	-	26,600.00
3/01/2028	26,600.00	-	26,600.00
6/01/2028	26,600.00	-	26,600.00
9/01/2028	26,600.00	-	26,600.00
12/01/2028	26,600.00	-	26,600.00
3/01/2029	26,600.00	-	26,600.00
6/01/2029	26,600.00	-	26,600.00
9/01/2029	26,600.00	-	26,600.00
12/01/2029	26,600.00	-	26,600.00
3/01/2030	26,600.00	-	26,600.00
6/01/2030	26,600.00	-	26,600.00
9/01/2030	26,600.00	-	26,600.00
12/01/2030	26,600.00	-	26,600.00
3/01/2031	26,600.00	-	26,600.00
6/01/2031	26,600.00	-	26,600.00
9/01/2031	26,600.00	-	26,600.00
12/01/2031	26,600.00	-	26,600.00
3/01/2032	26,600.00	-	26,600.00
6/01/2032	26,600.00	-	26,600.00
Total	3,192,097.00	-	3,192,097.00 *

*Plus $2,011.68 one-half percent administrative fee paid quarterly.
Total fee paid over the life of the loan is $241,401.60.

City of Weston (West Virginia)

Loan of $3,192,097

30 Years, 0% Interest Rate, 0.5% Administrative Fee

DEBT SERVICE SCHEDULE

YIELD STATISTICS

Bond Year Dollars	$52,953.06
Average Life	16.589 Years
Average Coupon	-
Net Interest Cost (NIC)	-
True Interest Cost (TIC)	6.79E-12
Bond Yield for Arbitrage Purposes	6.79E-12
All Inclusive Cost (AIC)	0.4541509%

IRS FORM 8038

Net Interest Cost	-
Weighted Average Maturity	16.589 Years

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:

_____

BR-1

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF WESTON
SEWER REVENUE BOND, SERIES 2000 B
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. BR-1 $6,250,000

KNOW ALL MEN BY THESE PRESENTS: That the CITY OF WESTON, a municipal corporation and political subdivision of the State of West Virginia in Lewis 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 SIX MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS ($6,250,000), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing September 1, 2002, as set forth on the " Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference.

This Bond shall bear no interest. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Infrastructure Council"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the Infrastructure Council, dated November 9, 2000.

This Bond is issued (i) to pay in full the entire outstanding principal of and all interest and administrative fees on the Issuer's Sewerage System Design Note, Series 1998 A (West Virginia Infrastructure Fund); (ii) 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"); 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 31, Article 15A of the Code of West Virginia, 1931, as amended (collectively, the "Act"), a Bond Ordinance duly enacted by the Issuer on December 4, 2000, and a Supplemental Resolution duly adopted by the Issuer on December 4, 2000 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S (1) SEWER REVENUE BONDS, SERIES 1996, DATED DECEMBER 10, 1996, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,274,287 (THE "PRIOR BONDS"); AND (2) SEWER REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA SRF PROGRAM), DATED DECEMBER 20, 2000, ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,192,097 (THE "SERIES 2000 A BONDS").

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the System, on a parity with the pledge of Net Revenues in favor of the holders of the Series 2000 A Bonds and the Prior Bonds and from moneys in the reserve account created under the Bond Legislation for the Bonds (the "Series 2000 B Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute 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, if any, hereon, except from said special fund provided from the Net Revenues, the moneys in the Series 2000 B Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and

maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, including the Series 2000 A Bonds and the Prior Bonds; provided however, that so long as there exists in the Series 2000 B Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, including the Series 2000 A Bonds and 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 hereof described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such moneys, until so applied, in favor of the registered owner of this Bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and at the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the 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 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 WESTON has caused this Bond to be signed by its Mayor, and its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this Bond to be dated December 20, 2000.

[SEAL]

SPECIMEN

Mayor

ATTEST:

SPECIMEN

City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

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

Date: December 20, 2000.

UNITED NATIONAL BANK, as Registrar

SPECIMEN

Authorized Officer

BR-1

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	$575,184	12/20/00	(19)	$	
(2)	$		(20)	$	
(3)	$		(21)	$	
(4)	$		(22)	$	
(5)	$		(23)	$	
(6)	$		(24)	$	
(7)	$		(25)	$	
(8)	$		(26)	$	
(9)	$		(27)	$	
(10)	$		(28)	$	
(11)	$		(29)	$	
(12)	$		(30)	$	
(13)	$		(31)	$	
(14)	$		(32)	$	
(15)	$		(33)	$	
(16)	$		(34)	$	
(17)	$		(35)	$	
(18)	$		(36)	$	

TOTAL $_____

EXHIBIT B

City of Weston (West Virginia)

Loan of $6,250,000
40 Years, 0% Interest Rate
Closing Date: December 20, 2000

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
3/01/2001	-	-	-
6/01/2001	-	-	-
9/01/2001	-	-	-
12/01/2001	-	-	-
3/01/2002	-	-	-
6/01/2002	-	-	-
9/01/2002	40,585.00	-	40,585.00
12/01/2002	40,585.00	-	40,585.00
3/01/2003	40,585.00	-	40,585.00
6/01/2003	40,585.00	-	40,585.00
9/01/2003	40,585.00	-	40,585.00
12/01/2003	40,585.00	-	40,585.00
3/01/2004	40,585.00	-	40,585.00
6/01/2004	40,585.00	-	40,585.00
9/01/2004	40,585.00	-	40,585.00
12/01/2004	40,585.00	-	40,585.00
3/01/2005	40,585.00	-	40,585.00
6/01/2005	40,585.00	-	40,585.00
9/01/2005	40,585.00	-	40,585.00
12/01/2005	40,585.00	-	40,585.00
3/01/2006	40,585.00	-	40,585.00
6/01/2006	40,585.00	-	40,585.00
9/01/2006	40,585.00	-	40,585.00
12/01/2006	40,585.00	-	40,585.00
3/01/2007	40,585.00	-	40,585.00
6/01/2007	40,585.00	-	40,585.00
9/01/2007	40,585.00	-	40,585.00
12/01/2007	40,585.00	-	40,585.00
3/01/2008	40,585.00	-	40,585.00
6/01/2008	40,585.00	-	40,585.00
9/01/2008	40,585.00	-	40,585.00
12/01/2008	40,585.00	-	40,585.00
3/01/2009	40,585.00	-	40,585.00
6/01/2009	40,585.00	-	40,585.00
9/01/2009	40,585.00	-	40,585.00
12/01/2009	40,585.00	-	40,585.00
3/01/2010	40,585.00	-	40,585.00
6/01/2010	40,585.00	-	40,585.00
9/01/2010	40,585.00	-	40,585.00
12/01/2010	40,585.00	-	40,585.00
3/01/2011	40,585.00	-	40,585.00
6/01/2011	40,585.00	-	40,585.00
9/01/2011	40,585.00	-	40,585.00
12/01/2011	40,585.00	-	40,585.00
3/01/2012	40,585.00	-	40,585.00
6/01/2012	40,585.00	-	40,585.00

City of Weston (West Virginia)

Loan of $6,250,000
40 Years, 0% Interest Rate

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
9/01/2012	40,585.00	-	40,585.00
12/01/2012	40,585.00	-	40,585.00
3/01/2013	40,585.00	-	40,585.00
6/01/2013	40,585.00	-	40,585.00
9/01/2013	40,585.00	-	40,585.00
12/01/2013	40,585.00	-	40,585.00
3/01/2014	40,585.00	-	40,585.00
6/01/2014	40,585.00	-	40,585.00
9/01/2014	40,585.00	-	40,585.00
12/01/2014	40,585.00	-	40,585.00
3/01/2015	40,585.00	-	40,585.00
6/01/2015	40,585.00	-	40,585.00
9/01/2015	40,585.00	-	40,585.00
12/01/2015	40,585.00	-	40,585.00
3/01/2016	40,585.00	-	40,585.00
6/01/2016	40,585.00	-	40,585.00
9/01/2016	40,585.00	-	40,585.00
12/01/2016	40,585.00	-	40,585.00
3/01/2017	40,585.00	-	40,585.00
6/01/2017	40,585.00	-	40,585.00
9/01/2017	40,585.00	-	40,585.00
12/01/2017	40,585.00	-	40,585.00
3/01/2018	40,585.00	-	40,585.00
6/01/2018	40,585.00	-	40,585.00
9/01/2018	40,584.00	-	40,584.00
12/01/2018	40,584.00	-	40,584.00
3/01/2019	40,584.00	-	40,584.00
6/01/2019	40,584.00	-	40,584.00
9/01/2019	40,584.00	-	40,584.00
12/01/2019	40,584.00	-	40,584.00
3/01/2020	40,584.00	-	40,584.00
6/01/2020	40,584.00	-	40,584.00
9/01/2020	40,584.00	-	40,584.00
12/01/2020	40,584.00	-	40,584.00
3/01/2021	40,584.00	-	40,584.00
6/01/2021	40,584.00	-	40,584.00
9/01/2021	40,584.00	-	40,584.00
12/01/2021	40,584.00	-	40,584.00
3/01/2022	40,584.00	-	40,584.00
6/01/2022	40,584.00	-	40,584.00
9/01/2022	40,584.00	-	40,584.00
12/01/2022	40,584.00	-	40,584.00
3/01/2023	40,584.00	-	40,584.00
6/01/2023	40,584.00	-	40,584.00
9/01/2023	40,584.00	-	40,584.00
12/01/2023	40,584.00	-	40,584.00

City of Weston (West Virginia)

Loan of $6,250,000

40 Years, 0% Interest Rate

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
3/01/2024	40,584.00	-	40,584.00
6/01/2024	40,584.00	-	40,584.00
9/01/2024	40,584.00	-	40,584.00
12/01/2024	40,584.00	-	40,584.00
3/01/2025	40,584.00	-	40,584.00
6/01/2025	40,584.00	-	40,584.00
9/01/2025	40,584.00	-	40,584.00
12/01/2025	40,584.00	-	40,584.00
3/01/2026	40,584.00	-	40,584.00
6/01/2026	40,584.00	-	40,584.00
9/01/2026	40,584.00	-	40,584.00
12/01/2026	40,584.00	-	40,584.00
3/01/2027	40,584.00	-	40,584.00
6/01/2027	40,584.00	-	40,584.00
9/01/2027	40,584.00	-	40,584.00
12/01/2027	40,584.00	-	40,584.00
3/01/2028	40,584.00	-	40,584.00
6/01/2028	40,584.00	-	40,584.00
9/01/2028	40,584.00	-	40,584.00
12/01/2028	40,584.00	-	40,584.00
3/01/2029	40,584.00	-	40,584.00
6/01/2029	40,584.00	-	40,584.00
9/01/2029	40,584.00	-	40,584.00
12/01/2029	40,584.00	-	40,584.00
3/01/2030	40,584.00	-	40,584.00
6/01/2030	40,584.00	-	40,584.00
9/01/2030	40,584.00	-	40,584.00
12/01/2030	40,584.00	-	40,584.00
3/01/2031	40,584.00	-	40,584.00
6/01/2031	40,584.00	-	40,584.00
9/01/2031	40,584.00	-	40,584.00
12/01/2031	40,584.00	-	40,584.00
3/01/2032	40,584.00	-	40,584.00
6/01/2032	40,584.00	-	40,584.00
9/01/2032	40,584.00	-	40,584.00
12/01/2032	40,584.00	-	40,584.00
3/01/2033	40,584.00	-	40,584.00
6/01/2033	40,584.00	-	40,584.00
9/01/2033	40,584.00	-	40,584.00
12/01/2033	40,584.00	-	40,584.00
3/01/2034	40,584.00	-	40,584.00
6/01/2034	40,584.00	-	40,584.00
9/01/2034	40,584.00	-	40,584.00
12/01/2034	40,584.00	-	40,584.00
3/01/2035	40,584.00	-	40,584.00
6/01/2035	40,584.00	-	40,584.00

City of Weston (West Virginia)

Loan of $6,250,000

40 Years, 0% Interest Rate

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
9/01/2035	40,584.00	-	40,584.00
12/01/2035	40,584.00	-	40,584.00
3/01/2036	40,584.00	-	40,584.00
6/01/2036	40,584.00	-	40,584.00
9/01/2036	40,584.00	-	40,584.00
12/01/2036	40,584.00	-	40,584.00
3/01/2037	40,584.00	-	40,584.00
6/01/2037	40,584.00	-	40,584.00
9/01/2037	40,584.00	-	40,584.00
12/01/2037	40,584.00	-	40,584.00
3/01/2038	40,584.00	-	40,584.00
6/01/2038	40,584.00	-	40,584.00
9/01/2038	40,584.00	-	40,584.00
12/01/2038	40,584.00	-	40,584.00
3/01/2039	40,584.00	-	40,584.00
6/01/2039	40,584.00	-	40,584.00
9/01/2039	40,584.00	-	40,584.00
12/01/2039	40,584.00	-	40,584.00
3/01/2040	40,584.00	-	40,584.00
6/01/2040	40,584.00	-	40,584.00
9/01/2040	40,584.00	-	40,584.00
12/01/2040	40,584.00	-	40,584.00
Total	6,250,000.00	-	6,250,000.00

YIELD STATISTICS

Bond Year Dollars	$130,242.34
Average Life	20.839 Years
Average Coupon	-
Net Interest Cost (NIC)	-
True Interest Cost (TIC)	1.76E-10
Bond Yield for Arbitrage Purposes	1.76E-10
All Inclusive Cost (AIC)	1.76E-10

IRS FORM 8038

Net Interest Cost	-
Weighted Average Maturity	20.839 Years

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:

_____

CITY OF WESTON
SEWER REVENUE BOND, SERIES 1996

BOND ORDINANCE
(SRF)

$1,400,000 CITY OF WESTON
SEWER REVENUE BOND, SERIES 1996

BOND ORDINANCE

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BOND ORDINANCE

Introduced in Council

August 5, 1996

Passed by Council

August 19, 1996

Effective Date: September 3, 1996

Introduced by

John C. Burkhart, Mayor

AN ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING WASTEWATER COLLECTION AND TREATMENT FACILITIES OF CITY OF WESTON AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE OF NOT MORE THAN $1,400,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF WESTON, SEWER REVENUE BONDS, SERIES 1996; PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SAID BOND; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING AND RATIFYING A LOAN AGREEMENT WITH THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY AND THE WEST VIRGINIA DIVISION OF ENVIRONMENTAL PROTECTION RELATING TO SAID BOND; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SAID BOND; AND ADOPTING OTHER PROVISIONS RELATING THERETO.

BE IT ENACTED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF WESTON, WEST VIRGINIA:

ARTICLE I

STATUTORY AUTHORITY, DEFINITIONS AND FINDINGS

Section 1.01. Authority for this Ordinance. This Bond Ordinance (the "Ordinance") is adopted pursuant to the provisions of the Act, as hereinafter defined, and other applicable provisions of law.

Section 1.02. Definitions. The following terms shall have the following meanings herein unless the context expressly requires otherwise:

"Act" means Chapter 16, Article 13 of the Code of West Virginia, 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 Bonds, or any other agency of the State that succeeds to the functions of the Authority.

"Authorized Officer" means the Mayor of the Issuer or any other officer of the Issuer specifically designated by resolution of the Council, as hereinafter defined.

"Bondholders," "Holder of the Bonds," "Holder," "Registered Owner," "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 Register" means the books of the City as hereinafter defined, maintained by the Bond Registrar as hereinafter defined for the registration and transfer of the Bonds.

"Bond Registrar" or "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 1996 Bonds, originally authorized hereby, and any pari passu additional bonds hereafter issued within the terms, restrictions and conditions contained herein.

"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.

"Certificate of Authentication and Registration" means the certificate of authentication and registration on the Bonds in substantially the form set forth in the bond forms contained herein.

"Clerk" means the Clerk of the Issuer.

"Closing Date" means the date upon which there is an exchange of the Bonds for at least a de minimis portion of the proceeds representing the purchase of the Bonds by the Authority and DEP.

"Code" means the Internal Revenue Code of 1986, as amended, including the rules and regulations promulgated pursuant thereto or any predecessors or successors thereto.

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

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

"Construction Trust Fund" means the Series 1996 Bond Construction Trust Fund established by Section 5.01 hereof.

"Consulting Engineers" means Kelley, Gidley, Blair & Wolfe, Inc., Charleston, West Virginia, or any engineer or firm of engineers of reputation for skill and experience with respect to the design and construction of sewerage systems or facilities that shall at any time hereafter be retained by the Issuer as Consulting Engineers for the System or portion thereof; 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" or any similar phrase means those costs described in Section 1.04H hereof to be a part of the cost of construction and acquisition of the Project.

"Council" means the City Council of the Issuer or any other governing body of the Issuer that succeeds to the functions of the Council as presently constituted.

"Debt Service" means the scheduled amount of interest and amortization of principal payable on the Series 1996 Bonds, as hereinafter defined, during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

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

"Depository Bank" means a bank eligible under the laws of the State of West Virginia to receive deposits of state and municipal funds and insured by the FDIC, as hereinafter defined, and any successor thereto, which Depository Bank shall be named in the Supplemental Resolution.

"Excess Investment Earnings" means an amount equal to the sum of:

(A) The excess of

(i) The aggregate amount earned from the Closing Date on all Nonpurpose Investments in which Gross Proceeds of the Bonds are invested [other than amounts attributable to an excess described in this clause (A) of this definition of Excess Investment Earnings], over

(ii) The amount that would have been earned if the Yield on such Nonpurpose Investments [other than amounts attributable to an excess

described in this clause (A) of this definition of Excess Investment Earnings] had been equal to the Yield on the Bonds, plus

(B) Any income attributable to the excess described in clause (A) of this definition of Excess Investment Earnings.

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

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

"Government Obligations" means direct obligations of, or obligations the timely payment of the principal of and interest on which is guaranteed by, the United States of America, including (i) such obligations which have been stripped from their unmatured interest coupons, interest coupons stripped from such obligations and receipts or certificates evidencing payments from such obligations or interest coupons stripped from such obligations, (ii) evidences of ownership of a proportionate interest in specified direct obligations of, or specified obligations which are unconditionally and fully guaranteed by, the United States of America, which obligations are held by a bank or trust company organized and existing under the laws of the United States of America or any state thereof in the capacity of custodian and (iii) obligations, the sole source of the payment of the principal of and interest on which are obligations of the nature of those described in clause (i), which are irrevocably pledged for such purposes.

"Grant Agreement" means a written commitment for the payment of the Grants or any of the Other Grants, as hereinafter defined, specifying the amount of such Grant, the terms and conditions upon which such Grant is made and the date or dates or event or events upon which such Grant is to be paid to the Issuer; provided that, "SCBG Agreement" means only the Grant Agreement relating to the SCBG.

"Grant Receipts" means all moneys received by the Issuer on account of any Grant to pay Costs of the Project; provided that "SCBG Receipts" means only the Grant Receipts on account of the SCBG.

"Grants" means the SCBG or any other Grant received by the Issuer to pay costs of the Project.

"Gross Proceeds" means the sum of the following amounts:

(i) Original proceeds, namely, net amounts received by or for the Issuer as a result of the sale of the Bonds, excluding original proceeds which become transferred proceeds (determined in accordance with applicable Regulations) of obligations issued to refund in whole or in part the Bonds;

(ii) Investment proceeds, namely, amounts received at any time by or for the Issuer, such as interest and dividends, resulting from the investment of any original proceeds (as referenced in clause (i) above) or investment proceeds (as referenced in this clause (ii)) in Nonpurpose Investments, increased by any profits and decreased (if necessary, below zero) by any losses on such investments, excluding investment proceeds which become transferred proceeds (determined in accordance with applicable Regulations) of obligations issued to refund in whole or in part the Bonds;

(iii) Transferred proceeds, namely, original proceeds of any prior obligations, and interest earnings and profits less losses resulting from investment of such original proceeds in Nonpurpose Investments, which are used to discharge the outstanding principal of any prior obligations and which are deemed to become proceeds of the Bonds ratably as original proceeds of the Bonds, and interest earnings and profits resulting from investment of such original proceeds in Nonpurpose Investments, which are used to discharge the outstanding principal of any such prior obligations, all on the date of such ratable discharge;

(iv) Sinking fund proceeds, namely, amounts, other than original proceeds, investment proceeds or transferred proceeds [as referenced in clauses (i) through (iii) above] of the Bonds, which are held in any fund to the extent that the Issuer reasonably expects to use such other fund to pay Debt Service;

(v) Amounts in the Reserve Account and in any other fund established as a reasonably required reserve or replacement fund;

(vi) Investment Property pledged as security for payment of Debt Service on the Bonds by the Issuer;

(vii) Amounts, other than as specified in this definition, used to pay Debt Service on the Bonds; and

(viii) Amounts received as a result of investing amounts described in this definition.

"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), or any Tap Fees, as hereinafter defined.

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

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

"Issuer" or "City" means the City of Weston, a municipal corporation and political subdivision of the State in Lewis County, West Virginia, and unless the context clearly indicates otherwise, includes the Council and the Sanitary Board of the Issuer.

"Loan Agreement" means the Water Pollution Control Revolving Fund Loan Agreement to be entered into by and among the Authority, the DEP and the Issuer providing for the purchase of the Bonds from the Issuer by the Authority, the form of which is attached as Exhibit B hereto and incorporated herein by reference.

"Mayor" means the Mayor of the Issuer.

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

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

"Nonpurpose Investment" means any Investment Property which is acquired with the Gross Proceeds of the Bonds and is not acquired in order to carry out the governmental purpose of the Bonds.

"Operating Expenses" means the reasonable, proper and necessary costs of repair, 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 of Project, fees and expenses of the Authority, fiscal agents, the Depository Bank, Registrar and Paying Agent, other than those capitalized as part of the Costs of Project, payments to pension or retirement funds, taxes and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting principles; provided, that "Operating Expenses" does not include payments on account of the principal of or redemption 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 canceled by the Bond Registrar at or prior to said date; (ii) any Bond for the payment of which moneys, equal to its principal amount and redemption premium, if applicable, with interest to the date of maturity or redemption shall be in trust hereunder and set aside for such payment (whether upon or prior to maturity); (iii) any Bond deemed to have been paid as provided in Article X hereof; and (iv) for purposes of consents, notices or other action by a specified percentage of Bondholders, any Bonds registered to the Issuer.

"Ordinance," regardless of whether preceded by the article "the" or "this," means this Ordinance as it may hereafter from time to time be amended or supplemented.

"Parity Bonds" means additional Bonds issued under the provisions and within the limitations prescribed by Section 7.08 hereof.

"Paying Agent" means the Commission or other entity or authority designated as such for the Series 1996 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 a natural person, including all persons "related" to such person within the meaning of Section 144(a)(3) of the Code, or in any activity carried on by a person other than a natural person, including all persons "related" to such person within the meaning of Section 144(a)(3) of the Code, excluding, however, use by a state or local governmental unit and use as a member of the general public. All of the foregoing shall be determined in accordance with the Code, including, without limitation, giving due regard to "incidental use," if any, of the proceeds of the issue and/or proceeds used for "qualified improvements," if any.

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

"Project" means the acquisition and construction of certain additions, betterments and improvements to the existing public sewerage system of by the Issuer, substantially as described in Exhibit A attached hereto and incorporated herein by reference.

"PSC" means the Public Service Commission of West Virginia and any successors to the functions thereof.

"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; the Governmental National Mortgage Association; the Tennessee Valley Authority or the Washington Metropolitan Area Transit Authority;

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

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

(f) Money market funds or similar funds, the only assets of which 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 paid repurchase agreements, and provided further that the owner of such repurchase agreement shall have a prior perfected security interest in the collateral therefor; must have (or its agent must have) possession of such collateral; and such collateral must be free of all claims by third parties;

(h) The "consolidated fund" (or any distinct portion thereof) managed by the West Virginia State Board of Investments pursuant to Article 6, Chapter 12 of the Code of West Virginia, 1931, as amended; and

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

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

"Renewal and Replacement Fund" means the Renewal and Replacement Fund established by Section 5.01(2) hereof.

"Reserve Account" means the account in the Sinking Fund, as hereafter defined, created by Section 5.02(1)(a) hereof.

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

"Revenue Fund" means the Revenue Fund established by Section 5.01(1) hereof.

"SCBG" means the grant from the Small Cities Block Grant in the amount of $750,000.

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

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

"Series 1996 Bonds" or similar phrases means the not more than $1,400,000 in aggregate principal amount of Sewer Revenue Bond, Series 1996 of the Issuer.

"Sinking Fund" means the Sinking Fund established by Section 5.02(1) hereof.

"State" means the State of West Virginia.

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

"Surplus Revenues" means the Net Revenues not required by this Ordinance to be set aside and held for the payment of or security for the Bonds or any other obligations of the Issuer, including but not limited to the Renewal and Replacement Fund and the Reserve Account.

"System" means the public service properties for the collection, treatment, purification or disposal of liquid or solid wastes, sewage or industrial wastes, owned by the Issuer, and any improvements or extensions thereto, both within and without the boundaries of the Issuer.

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

"Yield" means that yield which, when used in computing the present worth of all payments of principal and interest (or other payments in the case of Nonpurpose Investments which require payments in a form not characterized as principal and interest) on a Nonpurpose Investment or on the Bonds, produces an amount equal to the Purchase Price of such Nonpurpose Investment or the Bonds, all computed as prescribed in applicable Regulations.

Additional terms and phrases are defined in this Ordinance as they are used. Accounting terms not specifically defined herein shall be given meaning in accordance with generally accepted accounting principles.

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.

The terms "herein," "hereunder," "hereby," "hereto," "hereof" and any similar terms refer to this Ordinance; and the term "hereafter" means after the date of adoption of this Ordinance.

Articles, sections and subsections mentioned by number only are the respective articles, sections and subsections of this Ordinance so numbered.

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

Section 1.04. Findings. It is hereby found, determined and declared as follows:

A. The Issuer is a municipal corporation and political subdivision of the State in Lewis County, West Virginia.

B. The Issuer presently owns and operates a public sewerage system. It is deemed necessary and desirable for the health and welfare of the inhabitants of the Issuer that there be constructed additions, betterments and improvements to the System (the "Project"), at an estimated cost of $2,650,000, in accordance with the plans and specifications prepared by the Consulting Engineers, which plans and specifications have heretofore been filed with the Clerk of the Issuer.

C. The estimated revenues to be derived in each year after completion of the Project from the operation of the System will be sufficient to pay all the costs of the operation and maintenance of the System, the principal of and interest on the Bond and all sinking fund, reserve account and other payments provided for herein.

D. The Issuer intends to permanently finance the costs of acquisition and construction of the Project through the issuance of its revenue bonds to the West Virginia Water Development Authority (the "Authority"), in connection with the West Virginia Water Pollution Control Revolving Fund program (the "SRF Program"), pursuant to the Act, in order to take advantage of the favorable terms available to the Issuer under the SRF Program.

E. The estimated maximum cost of the construction and acquisition of the Project is $2,650,000, of which approximately $1,400,000 will be permanently obtained from the Bond herein authorized, $750,000 will be obtained from the SCBG, $300,000 will be contributed from Weston State Hospital and $250,000 will be contributed from Lewis

County Board of Education. The Issuer may obtain such other grants and contributions or from other sources as may be necessary to pay Costs of the Project.

F. It is deemed necessary for the Issuer to issue its Sewer Revenue Bond, Series 1996, in the aggregate principal amount of not more than $1,400,000, 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; interest on the Series 1996 Bonds prior to and during construction or acquisition and for six months after completion of construction of the Project; amounts which may be deposited in the Reserve Account; engineering, fiscal agents and legal expenses; expenses for estimates of cost and revenue; expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise; administrative expense, any fees or expenses of the Authority or DEP and any defaulted interest thereon, commitment fees, discount, initial fees for the service of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 1996 Bonds, and such other expenses as may be necessary or incidental to the financing herein authorized, the construction or acquisition of the Project and the placing of the 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 1996 Bonds or the repayment of the indebtedness incurred by the Issuer for such purposes shall be deemed part of the Cost of the Project.

G. The period of usefulness of the System after completion of the Project is not less than twenty (20) years.

H. The Issuer has no Outstanding bonds or notes secured by the Net Revenues of the System.

I. It is in the best interests of the Issuer that the Bond be sold to the Authority pursuant to the terms and provisions of the Loan Agreement.

J. The Issuer has complied with all requirements of State law and the Loan Agreement relating to authorization of the construction, acquisition and operation of the Project and the System and the issuance of the Series 1996 Bonds, or will have so complied prior to issuance of any Bonds, including, among other things and without limitation, the obtaining of an order from the PSC, the time for rehearing and appeal of which have expired prior to the issuance of the Series 1996 Bonds or such final order will not be subject to appeal.

K. Pursuant to the Act, the Issuer has heretofore established a Sanitary Board, and the Sanitary Board has petitioned the Council to issue the Series 1996 Bonds for the purposes set forth herein.

L. The Issuer is a governmental unit which has general taxing powers to finance operations of or facilities of the nature of the Project and the System; 95% or more of the Net Proceeds of the Series 1996 Bonds are to be used for local government activities of the Issuer (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the Issuer); and the Issuer, all subordinate entities, all entities which issue obligations on behalf of the Issuer, and all entities formed or, to the extent provided under Section 148 of the Code, herein defined, availed of, to avoid the purposes of Section 148(f)(4)(D) of the Code and all other entities benefiting thereby, reasonably expect to issue less than $5,000,000 aggregate principal amount of tax-exempt obligations (other than private activity bonds) during the calendar year in which the Series 1996 Bonds are to be issued.

M. The Project has been approved by the West Virginia Infrastructure and Jobs Development Council as required under Chapter 31, Article 15A of the West Virginia Code of 1931, as amended, or is grandfathered from review thereby.

ARTICLE II

AUTHORIZATION OF CONSTRUCTION AND ACQUISITION OF THE PROJECT

Section 2.01. Authorization of Construction and Acquisition of the Project There is hereby authorized the acquisition and construction of the Project in accordance with plans and specifications therefor prepared by the Consulting Engineers and filed with the Issuer. The Proceeds of the Series 1996 Bonds hereby authorized shall be applied as provided in Article VI hereof.

The Issuer has received acceptable bids or has entered into contracts for the acquisition and construction of the Project, compatible with the financing plan submitted to the Program.

ARTICLE III

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

Section 3.01. Authorization of Series 1996 Bond. For the purposes of paying the costs, not otherwise provided, of the construction and acquisition of the Project, funding a reserve account for the Bonds, and paying certain costs of issuance and related costs, or any of such purposes as shall be specified in the Supplemental Resolution, there shall be issued negotiable bonds of the Issuer in an aggregate principal amount of not more than $1,400,000. Said Bond shall be issued as one bond to be designated "City of Weston Sewer Revenue Bond, Series 1996".

Section 3.02. Terms of Bonds. The Series 1996 Bonds shall be dated as of the date of delivery thereof, shall bear such interest, shall mature at such times, not exceeding twenty-one (21) years after the date of issuance, and in such amount as shall be set out in Schedule X to the Loan Agreement and the Supplemental Resolution. The Series 1996 Bonds shall not bear interest during the construction period but interest shall commence accruing on the Completion Date, 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 Series 1996 Bonds shall be as set forth on Schedule Y to the Loan Agreement. The Series 1996 Bond shall contain such other terms, provisions, conditions and limitations, all as provided by this Ordinance and the Loan Agreement and as the Council shall prescribe by Ordinance (or by supplemental or amendatory Resolution) adopted in connection with the sale of such Series 1996 Bonds.

The Bond shall be payable as to principal at the principal 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 Bond shall be paid by check or draft mailed to the registered owner thereof at the address as it appears on the books of the Bond Registrar, provided, that so long as the Authority is the owner thereof, interest on the Series 1996 Bonds may be paid by wire transfer or other methods satisfactory to the Issuer, the Paying Agent and the Authority.

Unless otherwise provided by the Supplemental Resolution, the Series 1996 Bond shall be issued in the form of a single bond, fully registered to the Authority, with a record of advances and a payment record attached, representing the aggregate principal amount, and shall mature in principal installments, all as provided in the Loan Agreement and said Supplemental Resolution. Bonds shall be exchangeable at the option and expense of the Bondholder for other fully registered Bond in aggregate principal amount equal to the amount of said Bond then Outstanding, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bond; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

Subsequent series of bonds may be issued in fully registered form, in the denomination of $5,000 or any integral multiple thereof, all as determined by a Supplemental Resolution. Said Bond shall be dated as of the date specified in said Supplemental Resolution and shall bear interest from such date.

Section 3.03. Additional Terms of Bond. In addition to the terms set forth in Section 3.02 hereof and in anticipation of the sale of the Series 1996 Bonds to the Authority, the Issuer covenants that the Series 1996 Bonds shall comply in all respects with the provisions of the Loan Agreement and of any resolution of the Authority and/or DEP.

Section 3.04. Execution of Bond. The Series 1996 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 any of the Bonds shall cease to be such officer of the Issuer before the Bond so signed and sealed have been actually sold and delivered, such Bond 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 1996 Bond may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Bond shall hold the proper office in the Issuer, although at the date of such Bond such person may not have held such office or may not have been so authorized.

Section 3.05. Authentication and Registration. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Ordinance unless and until the Certificate of Authentication and Registration on such Bond, substantially in the forms set forth in Section 3.10, shall have been manually executed by the Bond Registrar. Any such executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Ordinance. The Certificate of Authentication and Registration on any Bond shall be deemed to have been executed by the Bond Registrar if manually signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Bonds issued hereunder.

Section 3.06. Negotiability, Transfer and Registration. Subject to the provisions for transfer of registration set forth below, the Bond shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State, and each successive Holder in accepting any of said Bonds shall be conclusively deemed to have agreed that such Bond shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State, and each successive Holder shall further be conclusively deemed to have agreed that said Bond shall be incontestable in the hands of a bona fide holder for value.

So long as any of the Bonds remain Outstanding, the Issuer, through the Bond Registrar, shall keep and maintain books for the registration and transfer of the Bond.

The Bond 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 the Bond or transferring the Bond is exercised, the Bond shall be delivered in accordance with the provisions of this Ordinance. All Bonds surrendered in any such exchanges or transfers shall forthwith be canceled by the Bond Registrar. For every such exchange or transfer of Bond, 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 obligated to make any such exchange or transfer of the Bond during the period commencing on the fifteenth day of the month preceding an interest payment date on the Bond or, in the case of any proposed redemption of Bonds, next preceding the date of the selection of the Bond to be redeemed, and ending on such interest payment date or redemption date.

Section 3.07. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Issuer may, in its discretion, issue, and the Bond Registrar shall, if so advised by the Issuer, authenticate and deliver, a new Bond of the same series and of like tenor as the Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder's furnishing proof of its ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer and the Bond Registrar may incur. All Bonds so surrendered shall be canceled by the Bond Registrar and held for the account of the Issuer. If any such Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this Section shall constitute original, additional contractual obligations on the part of the Issuer, whether or not the lost, stolen or destroyed Bonds be at any time found by anyone, and such duplicate bonds shall be entitled to equal and proportionate benefits and rights as to lien and source of security for payment from the revenues pledged herein with all other bonds issued hereunder.

Section 3.08. Bond not to be Indebtedness of the Issuer. The Series 1996 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 and amounts in the Reserve Account. No Holder or Owners of any of the Bond shall ever have

the right to compel the exercise of the taxing power, if any, of the Issuer to pay the Bond or the interest thereon.

Section 3.09. Bonds Secured by Pledge of Net Revenues. The payment of the debt service on all the Series 1996 Bonds shall be secured forthwith equally and ratably with each other by a first lien on the Net Revenues derived from the System. Such Net Revenues in an amount sufficient to pay the principal of and interest on and other payments for the Series 1996 Bonds and to make the payments into the Sinking Funds, the Reserve Accounts therein and in the Renewal and Replacement Fund hereinafter established and are hereby irrevocably pledged to the payment of the principal of and any interest on the Series 1996 Bonds as the same become due.

Section 3.10. Form of Series 1996 Bonds. The text of the Series 1996 Bonds shall be in substantially the following form, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted hereby, or by any Supplemental Resolution adopted prior to the issuance thereof.

[Form of Series 1996 Bond]

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF WESTON
SEWER REVENUE BOND, SERIES 1996

No. AR-1 $_____

KNOW ALL MEN BY THESE PRESENTS: That CITY OF WESTON, a municipal corporation and political subdivision of the State of West Virginia in Lewis 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 installments on March 1, June 1, September 1, and December 1 commencing _____, 199__, as set forth on the "Schedule of Annual Debt Service" attached as Exhibit B hereto and incorporated herein by reference, with interest on each installment at the rate of _____ percent (___%) per annum as set forth on said Exhibit B. The interest and the SRF Administrative Fee (as defined in the hereinafter described Bond Legislation), shall also be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, 199__, as set forth on EXHIBIT B attached hereto.

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

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Division of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement dated _____, 199__, among the Authority, the DEP and the Issuer.

This Bond is issued in the aggregate principal amount of $_____ (i) to pay a portion of the costs of acquisition and construction of additions, betterments and improvements of the sewer collection system of the Issuer (the "Project"), [(ii) to fund the

debt service reserve fund] and (iii) to pay certain costs of issuance hereof and related costs. This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13 of the Code of West Virginia, 1931, as amended (the "Act"), an Ordinance duly enacted by the Issuer on the _____ day of _____, 199__, and a Supplemental Resolution adopted by the Issuer on the _____ day of _____, 199__ (collectively called the "Ordinance"), and is subject to all the terms and conditions thereof. The Ordinance provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Ordinance.

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Ordinance) to be derived from the operation of the System, moneys in the Reserve Account created under the Ordinance and unexpended proceeds of the Bond (the "Bond Proceeds"). 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 thereon except from said special fund provided from the Net Revenues, the moneys in the Reserve Account and unexpended Bond proceeds. Pursuant to the Ordinance, the 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 to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the amount required to pay the maximum amount due in any ensuing fiscal year of principal of and interest, if any, on all obligations on a parity with or prior to the Bonds, payable from such revenues, provided however, that so long as there exists in the Reserve Account an amount equal to the maximum amount of principal and interest which will become due on said Bond in the then current year or any succeeding year and the reserve account for any other obligations outstanding on a parity with the Bonds is funded at 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 Ordinance. Remedies provided the registered owners of the Bonds are exclusively as provided in the Ordinance, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Ordinance, 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, shall be applied solely to the payment of the costs of the Project described in the Ordinance, and there shall be and hereby is created and granted a lien upon such moneys, until so applied, in favor of the owner of this Bond.

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

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

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, CITY OF WESTON has caused this Bond to be signed by its Mayor and its seal to be hereunto affixed and attested by its Clerk, and has caused this Bond to be dated _____, 199__.

CITY OF WESTON

[SEAL]

By: _____
Its Mayor

ATTEST:

_____
Clerk of the City

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 1996 Bonds described in the within-mentioned Ordinance and has been duly registered in the name of the Registered Owner set forth above, as of the date set forth below.

Date: _____, 1996

UNITED NATIONAL BANK-WESTON,
as Registrar

By: _____
Its Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	$		(11)	$	
(2)	$		(12)	$	
(3)	$		(13)	$	
(4)	$		(14)	$	
(5)	$		(15)	$	
(6)	$		(16)	$	
(7)	$		(17)	$	
(8)	$		(18)	$	
(9)	$		(19)	$	
(10)	$		(20)	$	

Total $_____

EXHIBIT B

SCHEDULE OF ANNUAL DEBT SERVICE

Form of Assignment

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

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

Dated: _____, _____

_____

In the presence of:

_____

Section 3.11. Sale of Series 1996 Bonds; Ratification and Execution of Loan Agreement with Authority and DEP. The Bonds shall be sold to the Authority pursuant to the terms and conditions of the Loan Agreement. If not so authorized by previous Ordinance, the Mayor is specifically authorized and directed to execute the Loan Agreement and the Clerk is directed to affix the seal of the Issuer thereto, attest the same and deliver the Loan Agreement to the Authority, and any such prior execution and delivery of the Loan Agreement is hereby authorized, ratified and approved.

Section 3.12. Certificate of Consulting Engineers. Prior to the issuance of the Series 1996 Bonds, the Issuer must obtain the certificate of the Consulting Engineers in the form attached to the Loan Agreement 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 DEP and the Authority, the Project is adequate for the purposes for which it was designed, and the funding plan as submitted to the DEP and the Authority is sufficient to pay the costs of acquisition and construction of the Project.

Section 3.13. "Amended Schedule A" Filing. Within 60 days following the Completion Date, the Issuer will file with the Authority a schedule in substantially the form of the "Amended Schedule A" to the Loan Agreement, setting forth the actual costs of the Project and sources of funds therefor.

ARTICLE IV

[RESERVED]

ARTICLE V

SYSTEM REVENUES AND APPLICATION THEREOF

Section 5.01. Establishment of Funds and Accounts with Depository Bank. The following special funds or accounts are created with and shall be held by the Depository Bank separate and apart from all other funds or accounts of the Depository Bank and from each other:

(1) Revenue Fund;
(2) Renewal and Replacement Fund;
(3) Series 1996 Bonds Bond Construction Trust Fund.

Section 5.02. Establishment of Funds and Accounts with Commission. The following special funds or accounts are hereby established with the Commission:

(1) Series 1996 Bonds Sinking Fund;

(a) Within the Series 1996 Bonds Sinking Fund, the Series 1996 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 Ordinance and shall be kept separate and distinct from all other funds of the Issuer and the Depository Bank and used only for the purposes and in the manner herein provided. All revenues at any time on deposit in the Revenue Fund shall be disposed of only in the following manner and order of priority:

(1) The Issuer shall, each month, transfer from the Revenue Fund an amount sufficient to pay current Operating Expenses of the System.

(2) The Issuer shall next, on the first day of each month, commencing 4 months prior to the first date of payment of interest on the Bonds, apportion and set apart out of the Revenue Fund and remit to the Commission for deposit in the Series 1996 Bonds Sinking Fund, a sum equal to 1/3rd of the amount of interest which will mature and become due on said 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 Bonds Sinking Fund and the next quarterly interest payment date is less than 4 months, then such monthly payments shall be increased proportionately to provide, one 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, commencing 4 months prior to the first date of payment of principal on the Bonds, apportion and set apart out of the Revenue Fund and remit to the Commission for deposit in the Bonds Sinking Fund, a sum equal to 1/3rd of the amount of principal which will mature and become due on said 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 Bonds Sinking Fund and the next quarterly principal payment date is less than 4 months, then such monthly payments shall be increased proportionately to provide, one 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, commencing 3 months prior to the first date of payment of principal of the Bonds, if not fully funded upon issuance of the Bonds, apportion and set apart out of the Revenue Fund and remit to the Commission for deposit in the Reserve Account, an amount equal to 1/120 of the Reserve Requirement; provided, that no further payments shall be made into the Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Reserve Requirement.

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

Whenever all of the required and provided transfers and payments from the Revenue Fund into the several special funds, as hereinabove provided, are current and there remains in said Revenue Fund a balance in excess of the estimated amounts required to be so transferred and paid into the Sinking Fund, including the Reserve Account therein, and the Renewal and Replacement Fund during the following month or such longer period as

shall be required by the Act, such excess shall be considered as surplus revenues (the "Surplus Revenue"). Surplus Revenues may be used for any lawful purpose of the Issuer.

Moneys in the Sinking Fund shall be used only for the purposes of paying principal of and interest on the Bonds as the same shall become due. Moneys in the Reserve Account in the Sinking Fund shall be used only for the purpose of paying principal of or interest on the Bonds, as the same shall come due, when other moneys in the Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on moneys in the Series 1996 Bonds Sinking Fund and the Series 1996 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 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 1996 Bonds and then to the next ensuing principal payment due thereon.

Any withdrawals from the Reserve Account which result in a reduction in the balance of the Reserve Account to an amount below the Reserve Requirement shall be subsequently restored from the first Net Revenues available after all required payments to the Sinking Fund for payment of debt service on the Bonds have been made in full.

As and when additional Bonds ranking on a parity with the Series 1996 Bonds are issued, provision shall be made for additional payments into the Sinking Fund sufficient to pay any interest on such additional Bonds and accomplish retirement thereof at maturity and to accumulate a balance in the Reserve Account in an amount equal to the Reserve Requirement.

The Commission is hereby designated as the fiscal agent for the administration of the Sinking Fund created hereunder, and all amounts required for said Sinking Fund shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein.

The payments into the Sinking Fund shall be made on the first day of each month, except that when the first day of any month shall be a Sunday or legal holiday then such payments shall be made on the next succeeding business day, and all such payments shall be remitted to the Commission with appropriate instructions as to the custody, use and application thereof consistent with the provisions of this Ordinance.

The Issuer shall not be required to make any further payments into the Series 1996 Bonds Sinking Fund or into the Series 1996 Bonds Reserve Account therein when the aggregate amount of funds in said Sinking Fund and Reserve Account are at least equal to the aggregate principal amount of the Series 1996 Bonds issued pursuant to this Ordinance then Outstanding and all interest to accrue until the maturity thereof.

The Sinking Fund, including the Reserve Account therein, shall be used solely and only for, and is hereby pledged for, the purpose of servicing the Bonds and any additional Bonds ranking on a parity with them that may be issued and Outstanding under the conditions and restrictions hereinafter set forth.

B The Issuer shall remit from the Revenue Fund to the Commission or the Depository Bank, on such dates as the Commission or the Depository Bank, as the case may be, shall require, such additional sums as shall be necessary to pay any Depository Bank's charges then due. The Issuer shall also remit from the Revenue Fund to the Authority, on such dates as the Authority and the DEP shall require, the Issuer's allocable share of reasonable administrative expenses of the Authority relating to the Program, if any.

C. The moneys in excess of the maximum amounts insured by FDIC in the Revenue Fund and the Renewal and Replacement Fund shall at all times be secured. to the full extent thereof in excess of such insured sum, by Qualified Investments as shall be eligible as security for deposits of municipal funds under the laws of the State.

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

E. If on any monthly payment date the revenues are insufficient to place the required amount in any of the funds and accounts as hereinabove provided, the deficiency shall be made up in the subsequent payments in addition to the payments which would otherwise be required to be made into the funds and accounts on the subsequent payment dates.

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

G. The Issuer shall each month, on the day set forth in Section 5.03A(2) hereof (if such day is not a business day, then the next succeeding business day), deposit with the Commission the SRF Administrative Fee as set forth in the Schedule Y attached to the Loan Agreement.

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

Section 5.04. Excess Bond Proceeds. The Issuer shall place any excess proceeds from the Series 1996 Bonds not required by the Project in the Reserve Account up to but not exceeding the Reserve Account Requirement.

ARTICLE VI

APPLICATION OF BOND PROCEEDS, FUNDS AND ACCOUNTS

Section 6.01. Application of Bond Proceeds. From the moneys advanced from time to time from the sale of any or all of the Series 1996 Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 1996 Bonds, there shall be deposited with the Commission in the Series 1996 Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding the Series 1996 Bonds Reserve Account.

B. The moneys derived from the sale of the Series 1996 Bonds shall be deposited by the Issuer as received from time to time in the Bond Construction Trust Fund established in Section 5.01(3) hereof.

C. The Depository Bank shall act as a trustee and fiduciary for the Bondholders with respect to the Bond Construction Trust Fund and shall comply with all requirements with respect to the disposition of the Bond Construction Trust Fund set forth in this Ordinance. Moneys in the Bond Construction Trust Fund shall be used solely to pay Costs of the Project and until so transferred or expended, are hereby pledged as additional security for the Bonds.

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

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

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

(2) A certificate, signed by the Mayor and the Consulting Engineers, stating:

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

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

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

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

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

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

ARTICLE VII

ADDITIONAL COVENANTS OF THE ISSUER

Section 7.01. General Covenants of the Issuer. All the covenants, agreements and provisions set forth in this Ordinance shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any owner or owners of the Bonds as if they were set forth in full in this Ordinance. In addition to the other covenants, agreements and provisions of this Ordinance, the Issuer hereby covenants and agrees with the owners of the Bonds as hereinafter provided in this Article VII. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of said Bonds, or the interest thereon, is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 1996 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 Ordinance. No Holder or Owners of any Bonds shall ever have the right to compel the exercise of the taxing power, if any, of the Issuer to pay said Bonds or the interest thereon.

Section 7.03. Bonds Secured by Pledge of Net Revenues. The payment of the debt service of the Series 1996 Bonds issued hereunder shall be secured forthwith equally and ratably by a first lien on the Net Revenues derived from the operation of the System. The revenues derived from the System, in an amount sufficient to pay the principal of the Bond herein authorized and to make the payments into the Sinking Fund, including the Reserve Account therein, and all other payments provided for in this Ordinance are hereby irrevocably pledged, in the manner provided herein, to the payment of the principal of and interest on the Bonds as the same become due, and for the other purposes provided in this Ordinance.

Section 7.04. Rates. Prior to issuance of the Series 1996 Bonds, equitable rates or charges for the use of and service rendered by the System will be established all in the manner and form required by law, and copies of such rates and charges so established will be continuously on file with the Clerk, which copies will be open to inspection by all interested parties. The schedule of rates and charges shall at all times be adequate to produce Gross Revenues from said System sufficient to pay Operating Expenses and to make the prescribed payments into the funds created hereunder. Such schedule of rates and charges shall be changed and readjusted whenever necessary so that the aggregate of the rates and charges will be sufficient for such purposes. The Issuer shall take the necessary actions with respect to the imposition of rates at such times and with such provisions with respect to interest rate and maturity of the Bonds to finance the issuance of the Bonds as the purchaser thereof shall require. 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 (i) to provide for all reasonable expenses of

operation, repair and maintenance of the System and (ii) to leave a balance each Fiscal Year equal to at least 115% of the maximum amount required in any succeeding Fiscal Year for payment of principal of and interest on the Bonds; provided that, in the event that an amount at least equal to or in excess of the Reserve Requirement is on deposit in the Reserve Account and is funded at least at the requirement provided for in the Ordinance, such balance each Fiscal Year need only equal at least 110% of the maximum amount required in any succeeding Fiscal Year for payment of principal of and interest on the Series 1996 Bonds

The Issuer enacted the Rate Ordinance on May 5, 1994.

Section 7.05. Completion, Operation and Maintenance; Schedule of Cost; Permits and Orders. The Issuer will expeditiously complete the Project and will maintain the System in good condition and will operate the same as a revenue-producing enterprise in an efficient and economical manner, making such expenditures for equipment and for renewal, repair and replacement as may be proper for the economical operation and maintenance thereof from the revenues of said System in the manner provided in the Ordinance.

Upon completion of the Project, the Issuer shall file with the Authority a schedule in substantially the form of Amended Schedule A to the Program loan application, setting forth the actual costs of the Project and sources of funds therefor.

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

Section 7.06. Sale of the System. Except as otherwise required by law, the System may not be sold, mortgaged, leased or otherwise disposed of except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to pay fully or redeem at or prior to maturity all the Bond or to effectively defease this Ordinance in accordance with Sections 10.01 hereof. The proceeds from any such sale, mortgage, lease or other disposition of the System shall be immediately remitted to the Commission for deposit in the appropriate Sinking Funds, and the Issuer shall direct the Commission to apply such proceeds to the payment of principal at maturity of and interest on the Bonds about to mature and to the redemption prior to maturity at the earliest date permitted hereby and at the redemption price, of all other Outstanding Bonds. Any balance remaining after the redemption or payment of all the Bonds and interest thereon shall be remitted to the 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 Ordinance, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then provide for the sale of such property. The proceeds of any such sale shall be deposited in the Renewal and Replacement Fund. If the amount to be received from such sale, lease or other disposition of said property, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, shall be in excess of $10,000 but not in excess of $50,000, the Issuer shall first, in writing, determine upon consultation with the Consulting Engineers that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then, if it be so advised, by Ordinance duly adopted, authorize such sale, lease or other disposition of such property upon public bidding. The proceeds derived from any such sale, lease or other disposition of such property, aggregating during such Fiscal Year in excess of $10,000 and not in excess of $50,000, shall, upon receipt of approval of the Registered Owners, if needed, be remitted by the Issuer to the Commission for deposit in the appropriate Sinking Fund and shall be applied only to the purchase or redemption of Bonds of the last maturities then Outstanding at prices not greater than the applicable redemption price, or, if not redeemable, par, or otherwise in the Renewal and Replacement Fund. The payment of such proceeds into the Sinking Funds or the Renewal and Replacement Fund shall not reduce the amounts required to be paid into said funds by other provisions of this Ordinance.

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 or redeem prior to maturity all Bonds then Outstanding without the prior approval and consent in writing of the Owners, or their duly authorized representatives, of sixty-six and two-thirds percent (66 2/3%) in amount of the Bonds then Outstanding. The Issuer shall prepare the form of such approval and consent for execution by the then Registered Owners of the Bonds for the disposition of the proceeds of the sale, lease or other disposition of such properties of the System.

Section 7.07. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. So long as any of the Bonds are Outstanding, the Issuer shall not issue any other obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Bonds; provided, however, that Parity Bonds may be issued as provided for in Section 7.08 hereof. All obligations hereafter issued by the Issuer payable from the revenues of the System, except such Parity Bonds, shall contain an express statement that such obligations are junior and prior, as to lien on and source of and security for payment from such revenues and in all other respects, to the Bonds; provided, that no such prior obligations shall be issued unless all payments required to be made into the Reserve Account and the Renewal and Replacement Fund at the time of the issuance of such prior obligations have been made and are current.

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

The Issuer shall give the Authority and the DEP prior written notice of its issuance of any other obligations to be issued 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 7.08. Parity Bonds. A. No Parity Bonds payable out of the Net Revenues of the System may be issued without the prior written consent of the Authority and DEP. No Parity Bonds payable out of the revenues of the System shall be issued after the issuance of any 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.

No Parity Bonds shall be issued except for the purpose of financing the costs of the acquisition or construction of extensions, additions, betterments or improvements to the System or refunding all or a portion of the 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 Clerk a written statement by Independent Accountants, based upon the necessary investigation and certification by the Consulting Engineers, reciting the conclusion that the net revenues actually derived, subject to the adjustments hereinafter provided, from the System during any twelve (12) consecutive months within the eighteen (18) months immediately preceding the date of the actual issuance of such Parity Bonds, plus the estimated average increased annual net revenues to be received in each of the three (3) succeeding years after the completion of the improvements to be financed by such additional Parity Bonds, shall not be less than one hundred fifteen percent (115%) of the maximum debt service in any succeeding year on the following:

(1) The Bonds then Outstanding;

(2) Any Parity Bonds theretofore issued pursuant to the provisions contained in this Ordinance then Outstanding; and

(3) The Parity Bonds then proposed to be issued

The "estimated average increased annual net revenues to be received in each of the three (3) succeeding years," as that term is used in the computation provided in the above paragraph, shall refer only to the increased net revenues estimated to be derived from any increase in rates enacted by the Issuer, the time for appeal of which shall have expired prior to the date of delivery of such Parity Bonds, and shall not exceed the amount to be

stated in a certificate of the Consulting Engineers, which shall be filed in the office of the Clerk prior to the issuance of such additional Parity Bonds.

The Net Revenues actually derived from the System during the twelve (12) consecutive month period hereinabove referred to may be adjusted by adding to such net revenues such additional net revenues which would have been received, in the opinion of the Consulting Engineers and the Independent Accountants as stated in a certificate jointly made and signed by the Consulting Engineers and the Independent Accountants, on account of increased rates, rentals, fees and charges for the System enacted by the Issuer, the time for appeal of which shall have expired prior to issuance of such Parity Bonds.

Not later than simultaneously with the delivery of such Parity Bonds, the Issuer shall have entered into written contracts for the immediate acquisition or construction of such extensions, additions, betterments or improvements to the System which are to be financed by such Parity Bonds.

All the covenants and other provisions of this Ordinance (except as to details of such Parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the owners of the Series 1996 Bonds and the owners of any Parity Bonds subsequently issued from time to time within the limitations of and in compliance with this Section. All the Bonds, regardless of the time or times of their issuance shall rank equally with respect to their respective liens on the revenues of the System, and their respective sources of and security for payment from said revenues, without preference of any Bond over any other. The Issuer shall comply fully with all the increased payments into the various funds created in this Ordinance required for and on account of such additional Bonds, in addition to the payments required for Bonds theretofore issued pursuant to this Ordinance.

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

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

B. Notwithstanding the foregoing, the Issuer may issue Parity Bonds without compliance with any other conditions for the purpose of refunding prior to maturity any issues or series of the Bonds, provided that the annual debt service required on account of the refunding Bonds and the Bonds which are not refunded shall not be greater in any year

in which the Bonds not refunded and the refunding Bonds are to be Outstanding than the annual debt service required in such year if the Bonds to be refunded were not so refunded

With the written consent in advance of the Authority and DEP and anything to the contrary in this Section 7.08 notwithstanding, Parity Bonds may be authorized and issued by the Issuer pursuant to Supplemental Resolution solely to complete the Project as described in the Issuer's Program application to the Authority and DEP in accordance with the plans and specifications, in the event that the Series 1996 Bonds should be insufficient, together with other funds lawfully available therefor, to pay all costs of acquisition and construction of the Project; provided, however, that, prior to the issuance of such Parity Bonds under the provisions of this paragraph, the Consulting Engineers shall file with the Clerk a certificate to the effect that additional funds are necessary for such purpose. All such Parity Bonds authorized and issued under the provisions of this paragraph shall be limited to the aggregate principal amount required to make up any deficiency in funds for payment of the construction costs to complete the Project, and the maturities of any such Parity Bonds shall be in years and amounts suggested by the Authority.

Section 7.09. Insurance and Construction Bonds. The Issuer will carry such insurance and in such amounts as is customarily carried with respect to works and properties similar to the System, with a reputable insurance carrier or carriers, against loss or damage by fire, explosion, hurricane, earthquake, cyclone, occupancy or other hazards and risks. The Issuer will require that each of its contractors and all subcontractors maintain, during the life of the construction contract, workers' compensation coverage, public liability insurance, property damage insurance and vehicle liability insurance in amounts and on terms satisfactory to the Authority and the DEP, so long as the Authority is the Owner of the Bonds. The Issuer will itself, or will require each contractor and subcontractor to, obtain and 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, to protect the interests of the Issuer, the Authority, the prime contractor and all subcontractors as their interests may appear, in accordance with the Loan Agreement, during construction of the Project in the full insurable value thereof. In time of war, the Issuer shall also carry in said amount such insurance as may be available against loss or damage by the risks and hazards of war. The proceeds of all such insurance policies shall be disposed of as provided in the Ordinance and otherwise shall be placed in the Renewal and Replacement Fund and used only for the repair and restoration of the damaged or destroyed properties or for the other purposes provided herein for said Renewal and Replacement Fund. The Issuer will also carry liability insurance for damage or injury to persons or property in amounts adequate for such purposes and customarily carried with respect to works and properties similar to the System. The Issuer shall carry such other insurance as is required by the Authority and DEP and as set forth in the Loan Agreement, including but not limited to flood insurance and business interruption insurance, to the extent available at reasonable cost to the Issuer.

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.

Section 7.10. Consulting Engineers and Operating Personnel. The Issuer shall provide and maintain competent and adequate resident engineering services satisfactory to the Authority and the DEP covering the supervision and inspection of the development and construction of the Project and bearing the responsibility of assuring that construction conforms to the plans, specifications and designs prepared by the Consulting Engineers. Such resident engineer shall certify to the Authority, the DEP and the Issuer 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 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, the form of which is attached as Exhibit A to the Loan Agreement, and is incorporated herein by reference, to the DEP within 60 days of the end of the first year after the Project is completed.

The Issuer shall require the Consulting Engineers to submit the final Operation and Maintenance Manual, as defined in the SRF Regulations, to the DEP when the Project is 90% completed. The Issuer agrees that it will at all times provide operation and maintenance of the System to comply with any and all State and federal standards. The Issuer agrees that qualified operating personnel properly certified by the State will be employed before the Project is 25% complete and agrees that it will retain such a certified operator(s) to operate the System during the entire term of this Loan Agreement. The Issuer shall notify the DEP in writing of the certified operator employed at the 25% completion stage.

Section 7.11. Compliance With Loan Agreement, Rules and Regulations. The Issuer hereby covenants and agrees to perform and satisfy all terms and conditions of the Loan Agreement and 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 construction of the Project and operation, maintenance and use of the System.

Section 7.12. No Free Services. The Issuer will not render or cause to be rendered any free services of any nature by its System; and, in the event the Issuer or any department, agency, instrumentality, officer or employee of the Issuer shall avail itself or himself or herself of the facilities or services provided by the System or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged the Issuer and any such department, agency, instrumentality, officer or employee. Such charges shall be paid as they accrue, and the Issuer shall transfer from its general funds sufficient sums to pay such charges for service to any of its departments or properties. The revenues so received shall be deemed to be revenues derived from the operation of the System and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

Section 7.13. Enforcement of Collections. The Issuer will diligently enforce and collect all fees, rates, rentals or other charges for the services and facilities of the System and take all steps, actions and proceedings for the enforcement and collection of such fees, rates, rentals or other charges that shall become delinquent to the full extent permitted or authorized by the laws of the State of West Virginia. All such rates and charges, if not paid when due, shall become a lien on the premises served by the System.

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

Section 7.14. No Competing Franchise. To the extent allowable by law, the Issuer will not grant or cause, consent to or allow the granting of, any franchise or permit to any person, firm, corporation or body, or agency or instrumentality whatsoever for the providing of any services which would compete with services provided by the System.

Section 7.15. Books, Records and Facilities. 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 Agreement or Grant Receipts or other sources of financing for the Project.

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

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

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

The accounting system for the System shall follow currently accepted accounting practices in accordance with the rules and regulations of the PSC 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, on the forms, in the books, and along with 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 Council shall direct.

The Issuer shall file with the Consulting Engineers and the Authority and DEP, and shall mail in each year to any owner or owners of Bonds requesting the same, an annual report containing the following:

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

(B) A balance sheet statement showing all deposits in all the funds and accounts provided for in this Ordinance with respect to said Bonds and the status of all said funds and accounts.

(C) The amount of any Bonds, or other obligations Outstanding and secured by a lien on the Net Revenues of the System.

The Issuer shall also, at least once a year, cause the books, records and accounts of the System to be completely audited by Independent Accountants, shall mail upon request, and make available generally, the report of said Independent Accountants, or a summary thereof, to any owner or owners of Bonds issued pursuant to this Ordinance, and shall submit said report to the Authority and the DEP. The report of said audit shall include a statement that the Issuer is in compliance with the terms and provisions of the Act and the Loan Agreement and that the Issuer's revenues are adequate to meet its operation and maintenance expenses and debt service requirements.

The Issuer shall, commencing on the date contracts are executed for the construction of the Project and for two years following the completion of the Project, each month complete a Monthly Financial Report, the form of which is attached to the Loan

Agreement as Exhibit B and is incorporated herein by reference, and forward a copy by the 10th of each month to the Authority and the DEP.

The Issuer shall, during construction of the Project, complete Payment Requisition Forms, the form of which is attached to the Loan Agreement as Exhibit C and is incorporated herein by reference, and forward a copy to the DEP in compliance with the Issuer's construction schedule.

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

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

Section 7.16. Operating Budget. The Issuer shall annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by Ordinance 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 thirty days of the adoption thereof. No expenditures for the operation and maintenance of the System shall be made in any Fiscal Year in excess of the amounts provided therefor in such budget without a written finding and recommendation by the Consulting Engineers, which finding and recommendation shall state in detail the purpose of and necessity for such increased expenditures for the operation and maintenance of the System, and no such increased expenditures shall be made until the Issuer shall have approved such finding and recommendation by a Ordinance duly adopted. No increased expenditures in excess of 10% of the amount of such budget shall be made except upon the further certificate of the Consulting Engineers that such increased expenditures are necessary for the continued operation of the System. The Issuer shall mail copies of such annual budget and all Ordinances authorizing increased expenditures for operation and maintenance to the Authority and to any Holder of any Bonds who shall file his address with the Issuer and request in writing that copies of all such budgets and Ordinances be furnished him and shall make available such budgets and all Ordinances authorizing increased expenditures for operation and maintenance of the System at all reasonable times to any Holder of any Bonds or anyone acting for and in behalf of such Holder of any Bonds.

Section 7.17. Mandatory Connection. The mandatory use of the sewerage facilities portion of the System is essential and necessary to protect and preserve the public health, comfort, safety, convenience and welfare of the inhabitants and residents of, and the economy of, the Issuer and 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 sewerage facilities portion of the System and shall cease the use of all other means for the collection, treatment and disposal of sewage and waste matter 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 sewerage facilities portion of the System, and every such owner, tenant or occupant shall, after a 30 day notice of the availability of the sewerage facilities portion of the System, pay the rates and charges established therefor.

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

Section 7.18. 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 1996 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 1996 Bonds during the term thereof is, under the terms of the Series 1996 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 Private Business Use; and (ii) that, in the event that both (A) in excess of 5% of the Net Proceeds of the Series 1996 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 1996 Bonds during the term thereof is, under the terms of the Series 1996 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 1996 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 1996 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 shall be determined in accordance with the Code.

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

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

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

E. FURTHER ACTIONS. The Issuer will take any and all actions that may be required of it (including those deemed necessary by the Authority) so that the interest on the Bonds will be and remain excludible from gross income for federal income tax purposes, and will not take any actions, or fail to take any actions (including those determined by the Authority) which would adversely affect such exclusion.

Section 7.19. 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 (17CFR Part 240).

ARTICLE VIII

INVESTMENT OF FUNDS; NON-ARBITRAGE

Section 8.01. Investments. Any moneys held as a part of the funds and accounts created by this Ordinance, 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 direction of the Issuer in any Qualified Investments to the fullest extent possible under applicable laws, this Ordinance, the need for such moneys for the purposes set forth herein and the specific restrictions and provisions set forth in this Section 8.01.

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

The Depository Bank shall keep complete and accurate records of all funds, accounts and investments, and shall distribute to the Issuer, at least once each year, or more often as reasonably requested by the Issuer, a summary of such funds, accounts and investment earnings. The Issuer shall retain all such records and any additional records with respect to such funds, accounts and investment earnings so long as any of the Bonds are Outstanding and as long thereafter as necessary to assure the exclusion of interest on the Series 1996 Bonds from gross income for federal income tax purposes.

Section 8.02. Arbitrage. The Issuer covenants that (i) it will restrict the use of the proceeds of the Bonds in such manner and to such extent as may be necessary, in view of the Issuer's reasonable expectations at the time of issuance of the Bonds, so that the Bonds will not constitute "arbitrage bonds" under Section 148 of the Code, and (ii) it will take all actions that may be required of it (including, without implied limitation, the timely filing of a federal information return) with respect to the Bonds so that the interest on the Bonds will be and remain excluded from gross income for federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

Section 8.03. Small Issuer Exemption from Rebate of Excess Investment Earnings to the United States. In accordance with Section 148(f)(4)(D) of the Code, the Issuer covenants that it is a governmental unit with general taxing powers; that no part of the Series 1996 Bonds are private activity bonds; that 95% or more of the Net Proceeds of the Series 1996 Bonds are to be used for local governmental activities of the Issuer (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the Issuer), and that the aggregate face amount of all the tax-exempt obligations (other than private activity bonds) issued by the Issuer during the calendar year in which the Series 1996 Bonds are issued does not and will not exceed $400,000, determined in accordance with Section 148(f)(4)(D) of the Code and the Regulations from time to time in effect and applicable to the Series 1996 Bonds. For purposes of this first paragraph of Section 8.03 and for purposes of applying Section 148(f)(4)(D) of the Code, the Issuer and all entities which issue obligations on behalf of the Issuer shall be treated as one issuer; all obligations issued by a governmental unit to make loans to other governmental units with general taxing powers not subordinate to such unit shall, for purposes of applying this first paragraph of Section 8.03 and Section 148(f)(4)(D) of the Code, be treated as not issued by such unit; all obligations issued by a subordinate entity shall, for purposes of applying this first paragraph of Section 8.03 and Section 148(f)(4)(D) of the Code to each other entity to which such entity is subordinate, be treated as issued by such other entity; and an entity formed (or, to the extent provided by the Secretary, as set forth in the Code, availed of) to avoid the purposes of such Section 148(f)(4)(D) of the Code and all other entities benefiting thereby shall be treated as one issuer.

Notwithstanding the foregoing, if in fact the Issuer is subject to the rebate requirements of Section 148(f) of the Code, and not exempted from such requirements, the Issuer covenants to make, or cause to be made, all rebate calculations, computations and payments in the time, manner and as required in Section 148(f) of the Code and the Regulations from time to time in effect and applicable to the Series 1996 Bonds and otherwise covenants and agrees to comply with the provisions of such Section 148(f) of the Code and the Regulations from time to time in effect and applicable to the Series 1996 Bonds. In the event of a failure to pay the correct rebate amount or amounts, the Issuer will pay, from any lawful sources available therefor, to the United States such amount or amounts, plus a penalty equal to 50% of the rebate amount not paid when required to be paid, plus interest on that amount, unless waived. In order to provide for the administration of this paragraph, the Issuer may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the Issuer may deep appropriate.

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

The Issuer shall submit to the Authority within 15 days following the end of each Bond Year a certified copy of its rebate calculation or, if the Issuer qualifies for the small governmental issue exception to rebate, the Issuer shall submit a certificate stating that it is exempt from the rebate provisions and that n o event has occurred to its knowledge during the Bond Year which would make the Series 1996 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 Bonds (as such term "gross proceeds" is defined in the Code.

ARTICLE IX

DEFAULT AND REMEDIES

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

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

(2) If default occurs in the Issuer's observance of any of the covenants, agreements or conditions on its part relating to the Bonds set forth in this Ordinance, any Supplemental Resolution or in the Bonds, and such default shall have continued for a period of 30 days after the Issuer shall have been given written notice of such default by the Commission, the Depository Bank, the Construction Trust Fund Depository Bank, the Bond Registrar, any 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 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 this Ordinance relating thereto, including but not limited to the making and collection of sufficient rates or charges for services rendered by the System, (iii) bring suit upon the Bonds, (iv) by action at law or bill in equity require the Issuer to account as if it were the trustee of an express trust for the Registered Owners of the Bonds, and (v) by action at law or bill in equity enjoin any acts in violation of the Ordinance 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 this Ordinance and the Act, including the making and collection of sufficient rates and charges for services rendered by the System and segregation of the revenues therefrom and the application thereof. If there be any default in the payment of interest on any Bonds when the same shall become due, or in the payment of the principal of any Bond or Bonds, either at the specified date of maturity thereof or at a date set for redemption thereof, or otherwise in the performance of any covenant contained in the Ordinance other than as to such payment and such default shall continue for a period of thirty (30) days after written notice to the Issuer of such default, any Bondholder shall, in addition to all other remedies or rights, have the right by appropriate legal proceedings to obtain the appointment of a receiver to administer the System on behalf of the Issuer, with power to charge rates, rentals, fees and

other charges sufficient to provide for the payment of the Bonds and any interest thereon, the deposits into the funds and accounts hereby established as herein provided and the payment of Operating Expenses of the System and to apply such rates, rentals, fees, charges or other revenues in conformity with the provisions of the Ordinance and the Act.

The receiver so appointed shall forthwith, directly or by his agents and attorneys, enter into and upon and take possession of all facilities of said System and shall hold, operate 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 Ordinance for Reserve, Sinking or other funds and upon any other obligations and interest thereon having a charge, lien or encumbrance upon the revenues of the System shall have been paid and made good, and all defaults under the provisions of this Ordinance shall have been cured and made good, possession of the System shall be surrendered to the 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, shall be under the direction and supervision of the court making such appointment, shall at all times be subject to the orders and decrees of such court and may be removed thereby, and a successor receiver may be appointed in the discretion of such court. Nothing herein contained shall limit or restrict the jurisdiction of such court to enter such other and further orders and decrees as such court may deem necessary or appropriate for the exercise by the receiver of any function not specifically set forth herein.

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

ARTICLE X

DEFEASANCE

Section 10.01. Defeasance of Bonds. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the Owners of all Bonds, the principal of and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Ordinance, then the pledge of Net Revenues and other moneys and securities pledged under this Ordinance and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

Bonds for the payment of which either moneys in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Paying Agent at the same or earlier time, shall be sufficient, to pay as and when due, the principal installments of and interest on the Bonds shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section. All Bonds shall, prior to the maturity thereof, be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section if there shall have been deposited with the Commission or its agent either moneys in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide moneys which, together with other moneys, if any, deposited with the Commission at the same time, shall be sufficient to pay when due the principal installments of and interest due and to become due on the Bonds on and prior to the next redemption date or the maturity dates thereof. Neither securities nor moneys deposited with the Commission pursuant to this section nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal installments of and interest on said Bonds; provided, that any cash received from such principal or interest payments on such securities deposited with the Commission or its agent, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities maturing at times and in amounts sufficient to pay when due the principal installments of and interest to become due on said Bonds on and prior to the next redemption date or the maturity dates thereof, and interest earned from such reinvestments shall be paid over to the Issuer as received by the Commission or its agent, free and clear of any trust, lien or pledge. For the purpose of this section, securities shall mean and include only Government Obligations.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Ordinance. No material modification or amendment of this Ordinance, or of any Ordinance amendatory or supplemental hereto, that would materially and adversely affect the respective rights of Registered Owners of the Bonds shall be made without the consent in writing of the Registered Owners of sixty-six and two-thirds percent (66 2/3%) or more in principal amount of the 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 revenues of the System without the consent of the respective Registered Owner thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of Bonds required for consent to the above-permitted amendments or modifications. Notwithstanding the foregoing, this Ordinance 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 excludibility of interest on the Bonds and the Notes from the gross income of the Owners thereof.

Section 11.02. Ordinance Constitutes Contract. The provisions of the Ordinance 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 Ordinance shall be made in any manner, except as in this Ordinance 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 and the Bonds.

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

Section 11.05. Conflicting Provisions. All orders or Ordinances and 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, Clerk and members of the Council were at all times when any

actions in connection with this Ordinance occurred and are duly in office and duly qualified for such office.

Section 11.07. Effective Date. This Ordinance shall take effect after passage, public hearing and otherwise in accordance with the Act.

Section 11.08. Statutory Notice and Public Hearing. Upon adoption hereof, an abstract of this Ordinance determined by the Issuer to contain sufficient information as to give notice of the contents hereof shall be published once a week for two successive weeks within a period of fourteen consecutive days, with at least six full days intervening between each publication, in The Weston Democrat, a newspaper of general circulation in the City of Weston, together with a notice stating that this Ordinance has been adopted and that the Issuer contemplates the issuance of the Bonds, and that any person interested may appear before the Issuer 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 Issuer for review by interested persons during office hours of the Issuer. At such hearing, all objections and suggestions shall be heard and the Issuer shall take such action as it shall deem proper in the premises. The Notice of Public Hearing and Abstract is attached hereto and incorporated herein as Exhibit C.

First Reading: August 5, 2024

Second Reading and Passage: September 3, 2024

Public Hearing and Effective Date: September 3, 2024

CITY OF WESTON

John C. Burkhardt
Mayor

[SEAL]

ATTEST:

City Clerk

EXHIBIT A

DESCRIPTION OF PROJECT

The Project consists of the extension of lines to serve the Homewood and Bendale areas and repair and replace existing sewer lines along Polk Creek and adjacent to Weston and all appurtenances thereto.

EXHIBIT B

LOAN AGREEMENT

SRF-LP-1
(April 1993)

LOAN AGREEMENT

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

CITY OF WESTON
(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 construction, acquisition and improvement of wastewater treatment facilities;

WHEREAS, pursuant to the provisions of Chapter 20, Article 5I, 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 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 construct, operate and improve a wastewater treatment project and to finance the cost of constructing or acquiring 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 Construction Loan with attachments and exhibits and an Amended Application for a Construction Loan also with attachments and exhibits (together, as further revised and supplemented, the "Application"), which Application is incorporated herein by this reference; and

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

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

ARTICLE I

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

The Project and the System

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

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

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

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

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

the Project, the operation and maintenance of the System and the administration of the Loan or of any State and federal grants or other sources of financing for the Project.

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

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

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. 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 resident 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 resident engineer shall certify to the Authority, DEP and the

Local Government at the completion of construction that construction is in accordance with the approved plans, specifications and designs, or amendments thereto, approved by all necessary governmental bodies. The Local Government shall require the Consulting Engineers to submit Recipient As-Built Plans, as defined in the SRF Regulations, to it within 60 days of the completion of the Project. The Local Government shall notify DEP in writing of such receipt. The Local Government shall submit a Performance Certificate, the form of which is attached hereto as Exhibit A, and being incorporated herein by reference, to DEP within 60 days of the end of the first year after the Project is completed.

2.10 The Local Government shall require the Consulting Engineers to submit the final Operation and Maintenance Manual, as defined in the SRF Regulations, to DEP when the Project is 90% completed. The Local Government agrees that it will at all times provide operation and maintenance of the System to comply with any and all State and federal standards. The Local Government agrees that qualified operating personnel properly certified by the State will be employed before the Project is 25% complete and agrees that it will retain such a certified operator(s) to operate the System during the entire term of this Loan Agreement. The Local Government shall notify DEP in writing of the certified operator employed at the 25% completion stage.

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

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

2.13 The Local Government, during construction of the Project, shall complete Payment Requisition Forms, the form of which is attached hereto as Exhibit C and incorporated herein by reference, and forward a copy of each Form 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 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 financing of construction, 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") necessary for the construction of the Project and operation of the System, and the Authority and DEP shall have received an opinion of counsel to the Local Government, which may be local counsel to the Local

Government, bond counsel or special PSC counsel but must be satisfactory to the Authority and DEP, to such effect;

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

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

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

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

3.2 Subject to the terms and provisions of this Loan Agreement, the rules and regulations promulgated by the Authority and DEP, including the SRF Regulations, or any other appropriate State agency and any applicable rules, regulations and procedures promulgated from time to time by the federal government, it is hereby agreed that the Authority shall make the Loan to the Local Government and the Local Government shall accept the Loan from the

Authority, and in furtherance thereof it is agreed that the Local Government shall sell to the Authority and the Authority shall make the Loan by purchasing the Local Bonds in the principal amount and at the price set forth in Schedule X hereto. The Local Bonds shall have such further terms and provisions as described in Article IV hereof.

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

3.4 The Local Bonds shall be delivered to the Authority, at the offices of the Authority, on a date designated by the Local Government by written notice to the Authority, which written notice shall be given not less than ten (10) business days prior to the date designated; provided, however, that if the Authority is unable to accept delivery on the date designated, the Local Bonds shall be delivered to the Authority on a date as close as possible to the designated date and mutually agreeable to the Authority, DEP and the Local Government. The date of delivery so designated or agreed upon is hereinafter referred to as the "Date of Loan Closing." Notwithstanding the foregoing, the Date of Loan Closing shall in no event occur more than ninety (90) days after the date set forth in Exhibit E hereto.

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 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 approval of DEP.

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

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 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. The revenues generated from the operation of the System 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 an amount at least equal to the maximum amount of principal and interest which will come due on the Local Bonds in the then current or any succeeding year (the "Reserve Requirement"), 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 the net revenues from the System;

(ii) That the schedule of rates or charges for the services of the System shall be sufficient to provide funds which, along with other revenues of the System, will pay all Operating Expenses and leave a balance each year equal to at least one hundred fifteen percent (115%) of the maximum amount required in any year for debt service on the Local Bonds and all other obligations secured by a lien on or payable from the revenues of the System prior to or on a parity with the Local Bonds or, if the reserve account established for the payment of debt service on the Local Bonds is funded (whether by Local Bond proceeds, monthly deposits or otherwise) 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 will 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 be sold, mortgaged, leased or otherwise disposed of as a whole or substantially as a whole provided that the net proceeds to be realized from such sale, mortgage, lease or other deposition 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 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 any Local Bond owner may, by proper legal action, compel the performance of the duties of the Local Government under the Local Act, including the making and collection of sufficient rates or charges for services rendered by the System, and shall also have, in the event of a default in payment of principal of or interest on the Local Bonds, the right to obtain the appointment of a receiver to administer the System or construction of the Project, or both, as provided by law and all rights as set forth in Section 5 of the Act;

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

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

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

(xii) That the Local Government shall annually adopt a detailed budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding fiscal year and shall submit a copy of such budget to the Authority 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 for non-construction costs) and/or (b) be used to pay (or redeem) bond anticipation notes or other interim funding 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 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 West Virginia Municipal Bond Commission (the "Commission") its required interest, principal and reserve fund payment. The Local Government shall complete the Monthly Payment Form, attached hereto as Exhibit F and incorporated herein by reference, and submit a copy of said form along with a copy of the check to the Authority by the 5th day of such calendar month;

(xvii) That the Commission shall serve as paying agent for all Local Bonds;

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

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

sufficient to pay the costs of acquisition and construction of the Project; and

(xx) That the Local Government shall, to the full extent permitted by applicable law and the rules and regulations of the West Virginia Public Service Commission, 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.

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

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

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

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

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

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

ARTICLE V

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

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

5.2 In the event, for any reason, the schedule of rates, fees and charges initially established for the System in connection with the Local Bonds shall prove to be insufficient to produce the minimum sums set forth in the Local Act, the 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 so as to provide funds sufficient to produce the minimum sums set forth in the Local Act and as required by this Loan Agreement.

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

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

hereunder by the Local Government, the Authority may exercise any or all of the rights and powers granted under Section 5 of the Act, including without limitation the right to impose, enforce and collect directly charges upon users 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 local governments in the terms and covenants of loan agreements, 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 SRF Regulations or this Loan Agreement.

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

6.4 The Local Government hereby covenants that it will rebate any amounts required by Section 148 of the Internal Revenue Code of 1986, as amended, and will take all steps necessary to make any such rebates. In the event the Local Government fails to make any such rebates as required, then the Local Government shall pay any and all penalties, obtain a waiver from the Internal Revenue

Service and take any other actions necessary or desirable to preserve the exclusion from gross income for federal income tax purposes of interest on the Local Bonds.

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

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

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

ARTICLE VII

Miscellaneous

7.1 Schedule 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 merges and supersedes all prior negotiations, representations and agreements between the parties hereto relating to the Loan and constitutes the entire agreement between the parties hereto in respect thereof.

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

7.7 This Loan Agreement shall terminate upon the earlier of:

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

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

(iii) 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 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 amount of the Loan made by the Authority and DEP as set forth in (iii) above is not terminated due to such non-funding on any balance on 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 shall not be considered an event of default under the 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 Weston
[Proper Name of Local Government]

(SEAL)

By: John A. Russell
Its: Mayor

Attest:

Betty J. Brooks
Its Recorder

Date: October 15, 1996

WEST VIRGINIA DIVISION OF ENVIRONMENTAL PROTECTION

By: Barbara E. Taylor
Its: Chief, Office of Water Resources

Date: 10/18/96

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

By: David B. Lyons
Its: Director

Date: October 10, 1996

(SEAL)

Attest:
Barbara B. Meadows
Secretary-Treasurer

APPROVED AS TO FORM PRIOR TO ACKNOWLEDGEMENT THEREOF, THIS 25th day of August, 1992.

BY: Assistant Counsel
Dawn E. Warfield
DEPUTY ATTORNEY GENERAL

EXHIBIT A

Certificate of Performance
for
Publicly Owned Treatment Works

I. As required by the Clean Water Act under Title VI, Section 602(b)(6), and the Loan Agreement, the Local Government does hereby certify that it has :

a. Provided to the WV DEP written notification of the actual date of initiation of operation. This date of initiation was on the _____ day of _____, 19___.

b. Utilized the services of _____, our prime engineer who either:

_____ Supervised our project construction; and/or

_____ Provided architectural and engineering services during construction.

For a period of twelve (12) months following the initiation of operations, the prime engineer provided the following services:

1) Directed project operation and maintenance; and
2) Trained operating personnel and prepared the required curricula and training materials, and revised the operation and maintenance manual(s); and
3) Advised the Local Government on the status of the project meeting performance standards.

II. The Local Government, having access to and control of all the necessary data, and having monitored the construction of this project, hereby certifies that the project built under this Loan Agreement meets:

a. The specifications for which the project was planned, designed, and built.

b. The effluent limitations contained in its NPDES permit, if applicable.

_____
Local Government Name

_____ _____
Local Government Representative's Name and Title Date

EXHIBIT B

[Form of Monthly Financial Report]

[Name of Local Government]

[Name of Bond Issue]

Fiscal Year - _____

Report Month: _____

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

Witnesseth my signature this ____ day of _____, 19__.

[Name of Local Government]

By: _____
Authorized Officer

EXHIBIT C

PAYMENT REQUISITION FORM

(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 that my firm is engineer for the acquisition and construction of _____ to the _____ system (herein called the "Project") of _____ (the "Issuer") to be constructed primarily in _____ County, West Virginia, which construction and acquisition are being permanently financed in part by the above-captioned bonds (the "Bonds") of the Issuer. Capitalized words not defined herein shall have the meaning set forth in the _____ passed by the _____ of the Issuer on _____, 19___, effective _____, 19___, and the Loan Agreement by and among the Issuer, the West Virginia Water Development Authority (the "Authority"), and the West Virginia Division of Environmental Protection ("DEP") dated _____, 19___.

1. The Bonds are being issued for the purpose of _____ (the "Project").

2. The undersigned hereby certifies that (i) the Project will be constructed in accordance with the approved plans, specifications and designs prepared by my firm and as described in the application submitted to the Authority requesting the Authority to purchase the Bonds (the "Application") and approved by all necessary governmental bodies, (ii) the Project is adequate for the purpose for which it was designed and has an estimated useful life of at least twenty years, (iii) the Issuer has received bids for the construction of the Project which are in an amount and otherwise compatible with the plan of financing described in the Application and my firm has ascertained that all contractors 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 by my firm for accuracy, (iv) the Issuer has obtained all permits required by the laws of the State and the federal government necessary for the construction of the Project, (v) the rates and charges for the System as adopted by the _____ of the Issuer are sufficient to comply with the provisions

of Subsection 4.1(b) of the Loan Agreement, (vi) the net proceeds of the Bonds, together with all other moneys on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants irrevocably committed therefor, are sufficient to pay the costs of construction and acquisition of the Project as set forth in the Application, and (vii) attached hereto as Exhibit A is the final amended "Schedule A - Total Cost of Project and Sources of Funds" for the Project.

WITNESS my signature on this _____ day of _____, 19___.

_____

By _____

West Virginia License No. _____

[SEAL]

EXHIBIT E

[Special Conditions]

The recipient agrees to include, when issuing statements, press releases, requests for proposals, bid solicitations 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.

EXHIBIT F

[Monthly Payment Form]

West Virginia Water Development
Authority
1201 Dunbar Avenue
Dunbar, WV 25064

Re: [Name of bond issue]

Dear Sirs:

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

Sinking Fund:

Interest $_____

Principal $_____

Total: $_____

Reserve Fund: $_____

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
1201 Dunbar Avenue
Dunbar, West Virginia 25064

Gentlemen:

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

We have examined a certified copy of proceedings and other papers relating to (i) the authorization of a loan agreement dated _____, 19____, including all schedules and exhibits attached thereto (the "Loan Agreement"), between the Local Government and the West Virginia Water Development Authority (the "Authority") and (ii) the issue of a series of revenue bonds of the Local Government, dated _____, 19__ (the "Local Bonds"), to be purchased by the Authority in accordance with the provisions of the Loan Agreement. The Local Bonds are in the principal amount of $_____, issued in the form of one bond registered as to principal and interest to the Authority, with interest payable _____ 1, _____ 1, _____ 1, and _____ 1 of each year, beginning _____ 1, 19__, at the respective rate or rates and with principal payable in installments on _____ 1 in each of the years, all as follows:

Year	Installment	Interest Rate

The Local Bonds are issued for the purpose of _____ and 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 enacted by the Local Government on _____ (the "Local

Act"), pursuant to and under which Local Statute and Local Act the Local Bonds are authorized and issued, and the Loan Agreement that 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 cannot be amended so as to affect adversely the rights of the Authority or diminish the obligations of the Local Government without the consent of the Authority.

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

4. The Local Government has legally and effectively enacted the Local Act and all other necessary _____ in connection with the issuance and sale of the Local Bonds. 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 are valid and legally enforceable special obligations of the Local Government, payable from the net revenues of the System referred to in the Local Act and secured by a [first] lien on and pledge of the net revenues of said System, all in accordance with the terms of the Local Bonds and the Local Act, and have been duly issued and delivered to the Authority.

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

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

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

Very truly yours,

SCHEDULE X

DESCRIPTION OF BONDS

Principal Amount of Bonds	$ 1,274,287
Purchase Price of Bonds	$ 1,274,287

Interest on the Bonds shall be zero percent ~~from the date of delivery to and including~~ _____. Principal ~~and~~ interest on the Bonds is payable quarterly, commencing March 1, 1998, at a rate of 0 % per annum. Quarterly payments will be made thereafter on each September 1, December 1, March 1 and June 1 as set forth on Schedule Y attached hereto and incorporated herein by reference. As of the date of this Loan Agreement, it is the Authority's and DEP's understanding that the Local Government has no other obligations outstanding which have a lien as to the source of and security for payment equal to or superior to the lien being granted by the Bonds or [provide list of outstanding debt].

The Local Government shall submit its payments monthly to the West Virginia Municipal Bond Commission with instructions that the West Virginia Municipal Bond Commission will make quarterly payments to the West Virginia Water Development Authority at such address as is given to the Bond Commission in writing by the Authority. If the Reserve Fund 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 Bond Commission. The Local Government shall instruct the Bond 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 Bonds will be fully registered in the name of the West Virginia Water Development Authority as to principal ~~and interest~~ and such Bonds shall grant the Authority a first lien on the net revenues of the Local Government's system.

The Local Government may prepay the 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 Bonds which request must be filed at least 60 days prior to the intended date of issuance.

SCHEDULE Y

City of Weston
$1,274,287.00
0% interest rate, 1% annual fee
20 year loan
DEBT SERVICE SCHEDULE

DATE	PRINCIPAL	COUPON	INTEREST	DEBT SERVICE
12/01/1997	-	-	-	-
3/01/1998	15,928.59	-	-	15,928.59
6/01/1998	15,928.59	-	-	15,928.59
9/01/1998	15,928.59	-	-	15,928.59
12/01/1998	15,928.59	-	-	15,928.59
3/01/1999	15,928.59	-	-	15,928.59
6/01/1999	15,928.59	-	-	15,928.59
9/01/1999	15,928.59	-	-	15,928.59
12/01/1999	15,928.59	-	-	15,928.59
3/01/2000	15,928.59	-	-	15,928.59
6/01/2000	15,928.59	-	-	15,928.59
9/01/2000	15,928.59	-	-	15,928.59
12/01/2000	15,928.59	-	-	15,928.59
3/01/2001	15,928.59	-	-	15,928.59
6/01/2001	15,928.59	-	-	15,928.59
9/01/2001	15,928.59	-	-	15,928.59
12/01/2001	15,928.59	-	-	15,928.59
3/01/2002	15,928.59	-	-	15,928.59
6/01/2002	15,928.59	-	-	15,928.59
9/01/2002	15,928.59	-	-	15,928.59
12/01/2002	15,928.59	-	-	15,928.59
3/01/2003	15,928.59	-	-	15,928.59
6/01/2003	15,928.59	-	-	15,928.59
9/01/2003	15,928.59	-	-	15,928.59
12/01/2003	15,928.59	-	-	15,928.59
3/01/2004	15,928.59	-	-	15,928.59
6/01/2004	15,928.59	-	-	15,928.59
9/01/2004	15,928.59	-	-	15,928.59
12/01/2004	15,928.59	-	-	15,928.59
3/01/2005	15,928.59	-	-	15,928.59
6/01/2005	15,928.59	-	-	15,928.59
9/01/2005	15,928.59	-	-	15,928.59
12/01/2005	15,928.59	-	-	15,928.59
3/01/2006	15,928.59	-	-	15,928.59
6/01/2006	15,928.59	-	-	15,928.59
9/01/2006	15,928.59	-	-	15,928.59
12/01/2006	15,928.59	-	-	15,928.59
3/01/2007	15,928.59	-	-	15,928.59
6/01/2007	15,928.59	-	-	15,928.59
9/01/2007	15,928.59	-	-	15,928.59
12/01/2007	15,928.59	-	-	15,928.59
3/01/2008	15,928.59	-	-	15,928.59
6/01/2008	15,928.59	-	-	15,928.59
9/01/2008	15,928.59	-	-	15,928.59
12/01/2008	15,928.59	-	-	15,928.59
3/01/2009	15,928.59	-	-	15,928.59
6/01/2009	15,928.59	-	-	15,928.59
9/01/2009	15,928.59	-	-	15,928.59
12/01/2009	15,928.59	-	-	15,928.59
3/01/2010	15,928.59	-	-	15,928.59

City of Weston
$1,274,287.00
0% interest rate, 1% annual fee
20 year loan
DEBT SERVICE SCHEDULE

DATE	PRINCIPAL	COUPON	INTEREST	DEBT SERVICE
6/01/2010	15,928.59	-	-	15,928.59
9/01/2010	15,928.59	-	-	15,928.59
12/01/2010	15,928.59	-	-	15,928.59
3/01/2011	15,928.59	-	-	15,928.59
6/01/2011	15,928.59	-	-	15,928.59
9/01/2011	15,928.59	-	-	15,928.59
12/01/2011	15,928.59	-	-	15,928.59
3/01/2012	15,928.59	-	-	15,928.59
6/01/2012	15,928.59	-	-	15,928.59
9/01/2012	15,928.59	-	-	15,928.59
12/01/2012	15,928.59	-	-	15,928.58
3/01/2013	15,928.58	-	-	15,928.58
6/01/2013	15,928.58	-	-	15,928.58
9/01/2013	15,928.58	-	-	15,928.58
12/01/2013	15,928.58	-	-	15,928.58
3/01/2014	15,928.58	-	-	15,928.58
6/01/2014	15,928.58	-	-	15,928.58
9/01/2014	15,928.58	-	-	15,928.58
12/01/2014	15,928.58	-	-	15,928.58
3/01/2015	15,928.58	-	-	15,928.58
6/01/2015	15,928.58	-	-	15,928.58
9/01/2015	15,928.58	-	-	15,928.58
12/01/2015	15,928.58	-	-	15,928.58
3/01/2016	15,928.58	-	-	15,928.58
6/01/2016	15,928.58	-	-	15,928.58
9/01/2016	15,928.58	-	-	15,928.58
12/01/2016	15,928.58	-	-	15,928.58
3/01/2017	15,928.58	-	-	15,928.58
6/01/2017	15,928.58	-	-	15,928.58
9/01/2017	15,928.58	-	-	15,928.58
12/01/2017	15,928.58	-	-	15,928.58
TOTAL	1,274,287.00	-	-	1,274,287.00

*Plus a one-percent annual administrative fee paid quarterly in the amount of $1,612.77. The total administrative fee over the life of the loan is $129,021.60.

YIELD STATISTICS

Accrued Interest from 12/01/1997 to 12/01/1997	-
Average Life	10.125 YEARS
Bond Years	12,902.15
Average Coupon	-
Bond Yield for Arbitrage Purposes	1.0012500%
True Interest Cost (TIC)	-
Effective Interest Cost (EIC)	1.0012500%

EXHIBIT C

CITY OF WESTON, WEST VIRGINIA

NOTICE OF PUBLIC HEARING and ABSTRACT OF BOND ORDINANCE

Notice is hereby given to any person interested that on August 19, 1996, the Council of the City of Weston, West Virginia (the "City") adopted an ordinance which:

1. Authorized the acquisition and construction of certain additions, betterments and improvements (the "Project") to the existing sewer system ("System") of the City and the financing of the permanent cost, not otherwise provided, thereof through the issuance of not more than $1,400,000 in aggregate principal amount of Sewer Revenue Bonds, Series 1996 (the "Bonds"). The Project, estimated at $2,650,000, was authorized to be financed with the Bond proceeds and grants in the amount of $1,300,000.

2. Directed that the Bonds be issued in the form of one bond, fully registered with a payment record attached; that interest on the Bonds shall be no more than three percentum (3%) per annum, that said Bonds mature in not more than twenty years and that said Bonds be sold for the par value thereof; that the Bonds be executed in the name of the City by the Mayor, and the seal of the City be affixed thereto and attested to by the City Clerk; that such Bonds be duly authenticated by the Registrar and delivered to the West Virginia Water Development Authority as the Original Purchaser.

3. Directed the establishment of the Revenue Fund and the disposition of the System revenues; provided for the payment of operating expenses; provided for the monthly payment of principal and interest when due; provided for the creation of a reserve account and a Renewal and Replacment Fund; and provided for the use of excess funds of the System.

4. Provided for the disbursement of Bond proceeds and created a Construction Trust Fund.

5. Pledged to payment of the Bond the Net Revenues of the System.

6. Provided upon certain conditions for the issuance of additional bonds.

7. Provided for insurance coverage on the Project; provided that the City will render no free service; provided for the enforcement of collection of fees, rates, rentals or other charges for service.

8. Established the terms for defaults and the remedies of the Bondholders.

9. Provided for the modification or amendment of the Ordinance upon the terms and conditions set forth in the Ordinance.

The City contemplates the issuance of the Bonds described in, and under the conditions set forth in the Ordinance abstracted above. Any person interested may appear before the Council of the City of Weston at a special meeting thereof at 7:00 p.m., prevailing time, on September 3, 1996 at the City Building, 102 W. Second Street, Weston, West Virginia, and present objections and be heard as to whether the above described Ordinance shall be put into effect.

A certified copy of the Ordinance as adopted by the Council of City on August 19, 1996, is on file in the Office of the City Clerk for review by interested persons during the regular office of such office, to-wit: 8:30 a.m. to 4:30 p.m. Mondays through Fridays.

Clerk - City of Weston, West Virginia

42974

CERTIFICATION

Certified as a true copy of the Bond Ordinance duly entered by the Council of the City of Weston on the 19th day of August, 1996.

Dated: December 10, 1996.

CITY OF WESTON, WEST VIRGINIA

By: Betty J. Brooks
Clerk

[SEAL]

43667

SUPPLEMENTAL RESOLUTION

Introduced in Council

December 2, 1996

Adopted by Council

December 2, 1996

Introduced by

Sammee Gee

Rosemary wagoner--Region VII

SUPPLEMENTAL RESOLUTION PROVIDING AS TO EFFECTIVE DATE OF ORDINANCE AND TO THE DATES, MATURITIES, INTEREST RATES, PRINCIPAL PAYMENT SCHEDULES, SALE PRICES, AND OTHER TERMS OF THE CITY OF WESTON SEWER REVENUE BONDS, SERIES 1996; DESIGNATING A REGISTRAR, PAYING AGENT, AND DEPOSITORY BANK; APPROVING THE LOAN AGREEMENT WITH RESPECT TO THE BONDS; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the City of Weston (the "Issuer") has duly and officially adopted the Bond Ordinance on September 3, 1996 (the "Ordinance"), entitled:

AN ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING WASTEWATER COLLECTION AND TREATMENT FACILITIES OF CITY OF WESTON AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE OF NOT MORE THAN $1,400,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF WESTON, SEWER REVENUE BONDS, SERIES 1996; PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SAID BOND; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING AND RATIFYING A LOAN AGREEMENT WITH THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY AND THE WEST VIRGINIA DIVISION OF ENVIRONMENTAL PROTECTION RELATING TO SAID BOND; AUTHORIZING THE SALE

AND PROVIDING FOR THE TERMS AND PROVISIONS OF SAID BOND; AND ADOPTING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Ordinance provides for the issuance of Sewer Revenue Bonds, Series 1996 (the "Bonds") of the Issuer in an aggregate principal amount not to exceed $1,400,000, all in accordance with the Ordinance, and it is provided that the interest rates and sale price of the Bonds should be established by a supplemental resolution and that other matters relating to the Bonds be herein provided for;

WHEREAS, the Ordinance directed the Clerk of the Issuer to publish an abstract of the Ordinance (the "Abstract"), together with a notice that the Ordinance had been adopted, that the Issuer contemplated the issuance of the Bonds, all as described in the Ordinance that any person interested may appear before the Council of the Issuer upon a certain date and present protest (the "Notice");

WHEREAS, the Ordinance required that the Abstract and Notice be published as a Class II legal advertisement and the first publication of such Abstract and Notice which should be not less than 10 days before the date set by the Ordinance and the Notice at which interested persons might appear before the Council of the Issuer and present protest and the last publication of such Abstract and Notice was to be prior to said date set by the Ordinance and the Notice;

WHEREAS, the Ordinance and Notice provided for a public hearing to be held in Council Chambers at 7:00 p.m. on September 3, 1996;

WHEREAS, the public hearing was held on such date;

WHEREAS, the Ordinance provides for the issuance of the City of Weston Sewer Revenue Bonds, Series 1996 (the "Series 1996 Bond") in aggregate principal amount not to exceed $1,400,000 in accordance with Chapter 16, Article 13, of the Code of West Virginia, 1931, as amended, (the "Act"), and the terms of the Loan Agreement entered into between the Issuer, the Authority and the West Virginia Division of Environmental Protection, a division of the West Virginia Bureau of Environment for the Series 1996 Bonds (the "Loan Agreement"), but requires that the dates, interest rates, maturities, sale prices and other terms of the Bonds should be established by a supplemental resolution;

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

WHEREAS, the Issuer deems it essential and desirable that this resolution (the "Supplemental Resolution"), be adopted and that the prices, the maturity dates, the redemption provisions, the interest rates, and the interest and principal dates of the Bonds be fixed hereby in the manner stated herein; and that other matters relating to the Bonds be herein provided for; and

WHEREAS, capitalized terms not otherwise defined shall have the meanings given such terms in the Ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WESTON:

Section 1. It is hereby found and determined:

(A) That the Abstract and Notice were duly published in The Weston Democrat, a newspaper of general circulation in the City of Weston with the first publication thereof being on August 21, 1996, which first publication was not less than ten (10) days before the day set by the Ordinance and Notice for the public hearing at which interested persons might appear before the Council of the Issuer and present protests and suggestions and with the last publications thereof being on August 28, 1996, which last publication date was prior to said date set by the Ordinance and Notice for the public hearing, and a copy of the Affidavit of Publications reflecting such publications are attached hereto and incorporated herein;

(B) That in accordance with the Ordinance and the Notice, the Clerk of the Issuer has maintained in her office a certified copy of the Ordinance for review by interested persons during the regular office hours of such office;

(C) That, in Council chambers, City Building, Weston, West Virginia on Tuesday, September 3, 1996, at 7:00 p.m. prevailing time, in accordance with the Ordinance and Notice, the Council met for the purpose of hearing protests and suggestions regarding whether the Ordinance should be put into effect and heard all protests and suggestions with regard thereto;

(D) That, at the public hearing, no significant reasons were presented that could require modification or amendment of the Ordinance and no written protest with regard thereto was filed by 30 percent or more of the freeholders of the Issuer; and

(E) The Ordinance shall be put into effect as of the date hereof and the Bonds contemplated thereby shall be issued, all as provided in the Ordinance and this Supplemental Resolution.

Section 2. Pursuant to the Ordinance, the Act, and this Supplemental Resolution, the Bonds shall be in the aggregate principal amount of $1,274,287 with the following provisions:

(A) The Bonds shall be originally issued in the form of a single bond, numbered R-1 in the principal amount of $1,274,287. The Bonds shall be dated the date of delivery thereof and shall bear no interest. Principal is payable quarterly on March 1, June 1, September 1 and December 1 of each of the years, 1998 through 2017, inclusive and with the final payment on December 1, 2017 and in the amounts set forth on Schedule X attached to the Loan Agreement and incorporated therein by reference, commencing March 1, 1998.

The Series 1996 Bonds shall be subject to redemption upon the written consent of the Authority, upon payment of principal, interest and redemption premium, if any, and subject to the other requirements provided in the Loan Agreement, as long as the Authority or DEP shall be the registered owner of the Bonds. The Issuer shall pay a 1% SRF Administrative Fee as set forth on Schedule X.

(B) The Bond shall be executed by Mayor of the Issuer by his manual signature and attested by the City Clerk of the Issuer by her manual signature and the seal of the Issuer shall be impressed thereon. The seal impressed upon this Resolution is hereby adopted as the official seal of the Issuer. The Bonds shall be sold to the Authority in accordance with the terms of the Loan Agreement at a price equal to 100% of the principal amount thereof.

Section 3. All other provisions relating to the Bonds shall be as provided in the Ordinance, and the Bonds shall be in substantially the form provided in the Ordinance with such changes, insertions and omissions as may be approved by the Mayor of the Issuer. The execution of the Bonds by the Mayor shall be conclusive evidence of such approval.

Section 4. The Issuer does hereby ratify, approve and accept the Loan Agreement including the "Schedule X" attached thereto, copies of which are incorporated herein by reference, and the execution and delivery by the Mayor of the Loan Agreement and the performance of the obligations contained therein, on behalf of the Issuer have been and are hereby authorized, approved and directed.

Section 5. The Issuer hereby appoints and designates United National Bank, Weston, West Virginia, as the Depository Bank, as provided in the Ordinance.

Section 6. The Issuer hereby appoints and designates United National Bank, Charleston, West Virginia, as Registrar for the Bonds.

Section 7. The Issuer hereby appoints and designates the West Virginia Municipal Bond Commission (the "Commission"), Charleston, West Virginia as Paying Agent for the Bonds.

Section 8. The Mayor and the City Clerk are hereby authorized and directed to execute and deliver such other documents and certificates, including the Registrar's Agreement, required or desirable in connection with the Bonds hereby and by the Ordinance approved and provided for, to the end that the Bonds may be delivered to the Authority pursuant to the Loan Agreement on or about December 10, 1996.

Section 9. The Issuer has either (a) funded the Series 1996 Bonds Reserve Account to the Series 1996 Bonds Reserve Requirement or (b) created the Series 1996 Bonds Reserve Account which will be funded with equal payments made on a monthly basis over a 10-year period until such Series 1996 Bonds Reserve Account holds an amount equal to the Series 1996 Bonds Reserve Requirement. Moneys in the Series 1996 Bonds Reserve

Account and the Series 1996 Bonds Sinking Fund will be used solely to pay principal of and interest on the Bonds and will be not available to pay costs of the Project.

Section 10. The financing of the Project in part with proceeds of the Bonds is in the public interest, serves a public purpose of the City and will promote the health, welfare and safety of the residents of the City.

Section 11. The Issuer hereby directs the Depository Bank to initially invest all monies in the funds and accounts established under the Ordinance in Qualified Investments further directed by the Issuer.

Section 12. The Issuer shall not permit at any time or times any of the proceeds of the Bonds or any other funds of the Issuer to be used directly or indirectly in a manner which would result in the exclusion of the Bonds from the treatment afforded by Section 103(a) of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder or under any predecessor thereto (the "Code"), by reason of the classification of the Bonds as a "private activity bond" within the meaning of the Code. The Issuer will take all actions necessary to comply with the Code and Treasury Regulations to be promulgated thereunder.

Section 13. The Issuer is a governmental unit which has general taxing powers to finance operations of or facilities of the nature of the Project and the System; 95% or more of the Net Proceeds of the Bonds are to be used for local government activities of the Issuer (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the Issuer); and the Issuer, all subordinate entities, all entities which issue obligations on behalf of the Issuer, and all entities formed or, to the extent provided under Section 148 of the Code, herein defined, availed of, to avoid the purposes of Section 148(f)(4)(D) of the Code and all other entities benefiting thereby, reasonably expect to issue less that $5,000,000 aggregate principal amount of tax-exempt obligations (other than private activity bonds) during the calendar year in which the Bonds are to be issued.

Section 14. This Supplemental Resolution shall be effective immediately upon adoption.

Dated: December 2, 1996

CITY OF WESTON

[SEAL]

By: John C. Burkhardt
Mayor

Bettye Brooks
City Clerk

43099

R-1

"SPECIMEN"

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF WESTON
SEWER REVENUE BOND, SERIES 1996

No. R-1

$1,274,287

KNOW ALL MEN BY THESE PRESENTS: That CITY OF WESTON, a municipal corporation and political subdivision of the State of West Virginia in Lewis County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of One Million Two Hundred Seventy-Four Thousand Two Hundred Eighty-Seven Dollars ($1,274,287), 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 installments on March 1, June 1, September 1, and December 1 commencing March 1, 1998, as set forth on the "Schedule of Annual Debt Service" attached as Exhibit B hereto and incorporated herein by reference, with interest on each installment at the rate of zero percent (0%) per annum as set forth on said Exhibit B. The SRF Administrative Fee (as defined in the hereinafter described Bond Legislation), shall also be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 1998, 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 principal, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Division of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement dated October 10, 1996, among the Authority, the DEP and the Issuer.

This Bond is issued in the aggregate principal amount of $1,274,287 (i) to pay a portion of the costs of acquisition and construction of additions, betterments and improvements of the sewer collection system of the Issuer (the "Project"), and (ii) to pay certain costs of issuance hereof and related costs. This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13 of the Code of West Virginia, 1931, as amended (the "Act"), an Ordinance duly enacted by the Issuer on the 3rd day of September, 1996, and a Supplemental Resolution adopted by the Issuer on the 2nd day of December, 1996 (collectively called the "Ordinance"), and is subject to all the terms and conditions thereof. The Ordinance provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Ordinance.

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Ordinance) to be derived from the operation of the System, moneys in the Reserve Account created under the Ordinance and unexpended proceeds of the Bond (the "Bond Proceeds"). Such Net Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same except from said special fund provided from the Net Revenues, the moneys in the Reserve Account and unexpended Bond proceeds. Pursuant to the Ordinance, 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 to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the amount required to pay the maximum amount due in any ensuing fiscal year of principal of and interest, if any, on all obligations on a parity with or prior to the Bonds, payable from such revenues, provided however, that so long as there exists in the Reserve Account an amount equal to the maximum amount of principal and interest which will become due on said Bond in the then current year or any succeeding year and the reserve account for any other obligations outstanding on a parity with the Bonds is funded at 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 Ordinance. Remedies provided the registered owners of the Bonds are exclusively as provided in the Ordinance, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Ordinance, only upon the books of United National Bank, Charleston, West Virginia (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, shall be applied solely to the payment of the costs of the Project described in the Ordinance, and there shall be and hereby is created and granted a lien upon such moneys, until so applied, in favor of the owner of this Bond.

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

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

[Remainder of page intentionally left blank]

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 1996 Bonds described in the within-mentioned Ordinance and has been duly registered in the name of the Registered Owner set forth above, as of the date set forth below.

Date: December 10, 1996

UNITED NATIONAL BANK,
as Registrar

By: "STEPHEN"
Its Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	$63,714.00	12/10/96	(11)	$	
(2)	$		(12)	$	
(3)	$		(13)	$	
(4)	$		(14)	$	
(5)	$		(15)	$	
(6)	$		(16)	$	
(7)	$		(17)	$	
(8)	$		(18)	$	
(9)	$		(19)	$	
(10)	$		(20)	$	

Total $_____

EXHIBIT B

SCHEDULE OF ANNUAL DEBT SERVICE

City of Weston
$1,274,287.00
0% interest rate, 1% annual fee
20 year loan
DEBT SERVICE SCHEDULE

DATE	PRINCIPAL	COUPON	INTEREST	DEBT SERVICE
12/01/1997	-	-	-	-
3/01/1998	15,928.59	-	-	15,928.59
6/01/1998	15,928.59	-	-	15,928.59
9/01/1998	15,928.59	-	-	15,928.59
12/01/1998	15,928.59	-	-	15,928.59
3/01/1999	15,928.59	-	-	15,928.59
6/01/1999	15,928.59	-	-	15,928.59
9/01/1999	15,928.59	-	-	15,928.59
12/01/1999	15,928.59	-	-	15,928.59
3/01/2000	15,928.59	-	-	15,928.59
6/01/2000	15,928.59	-	-	15,928.59
9/01/2000	15,928.59	-	-	15,928.59
12/01/2000	15,928.59	-	-	15,928.59
3/01/2001	15,928.59	-	-	15,928.59
6/01/2001	15,928.59	-	-	15,928.59
9/01/2001	15,928.59	-	-	15,928.59
12/01/2001	15,928.59	-	-	15,928.59
3/01/2002	15,928.59	-	-	15,928.59
6/01/2002	15,928.59	-	-	15,928.59
9/01/2002	15,928.59	-	-	15,928.59
12/01/2002	15,928.59	-	-	15,928.59
3/01/2003	15,928.59	-	-	15,928.59
6/01/2003	15,928.59	-	-	15,928.59
9/01/2003	15,928.59	-	-	15,928.59
12/01/2003	15,928.59	-	-	15,928.59
3/01/2004	15,928.59	-	-	15,928.59
6/01/2004	15,928.59	-	-	15,928.59
9/01/2004	15,928.59	-	-	15,928.59
12/01/2004	15,928.59	-	-	15,928.59
3/01/2005	15,928.59	-	-	15,928.59
6/01/2005	15,928.59	-	-	15,928.59
9/01/2005	15,928.59	-	-	15,928.59
12/01/2005	15,928.59	-	-	15,928.59
3/01/2006	15,928.59	-	-	15,928.59
6/01/2006	15,928.59	-	-	15,928.59
9/01/2006	15,928.59	-	-	15,928.59
12/01/2006	15,928.59	-	-	15,928.59
3/01/2007	15,928.59	-	-	15,928.59
6/01/2007	15,928.59	-	-	15,928.59
9/01/2007	15,928.59	-	-	15,928.59
12/01/2007	15,928.59	-	-	15,928.59
3/01/2008	15,928.59	-	-	15,928.59
6/01/2008	15,928.59	-	-	15,928.59
9/01/2008	15,928.59	-	-	15,928.59
12/01/2008	15,928.59	-	-	15,928.59
3/01/2009	15,928.59	-	-	15,928.59
6/01/2009	15,928.59	-	-	15,928.59
9/01/2009	15,928.59	-	-	15,928.59
12/01/2009	15,928.59	-	-	15,928.59
3/01/2010	15,928.59	-	-	15,928.59

EXHIBIT B

SCHEDULE OF ANNUAL DEBT SERVICE

City of Weston
$1,274,287.00
0% interest rate, 1% annual fee
20 year loan
DEBT SERVICE SCHEDULE

DATE	PRINCIPAL	COUPON	INTEREST	DEBT SERVICE
6/01/2010	15,928.59	-	-	15,928.59
9/01/2010	15,928.59	-	-	15,928.59
12/01/2010	15,928.59	-	-	15,928.59
3/01/2011	15,928.59	-	-	15,928.59
6/01/2011	15,928.59	-	-	15,928.59
9/01/2011	15,928.59	-	-	15,928.59
12/01/2011	15,928.59	-	-	15,928.59
3/01/2012	15,928.59	-	-	15,928.59
6/01/2012	15,928.59	-	-	15,928.59
9/01/2012	15,928.59	-	-	15,928.59
12/01/2012	15,928.59	-	-	15,928.58
3/01/2013	15,928.58	-	-	15,928.58
6/01/2013	15,928.58	-	-	15,928.58
9/01/2013	15,928.58	-	-	15,928.58
12/01/2013	15,928.58	-	-	15,928.58
3/01/2014	15,928.58	-	-	15,928.58
6/01/2014	15,928.58	-	-	15,928.58
9/01/2014	15,928.58	-	-	15,928.58
12/01/2014	15,928.58	-	-	15,928.58
3/01/2015	15,928.58	-	-	15,928.58
6/01/2015	15,928.58	-	-	15,928.58
9/01/2015	15,928.58	-	-	15,928.58
12/01/2015	15,928.58	-	-	15,928.58
3/01/2016	15,928.58	-	-	15,928.58
6/01/2016	15,928.58	-	-	15,928.58
9/01/2016	15,928.58	-	-	15,928.58
12/01/2016	15,928.58	-	-	15,928.58
3/01/2017	15,928.58	-	-	15,928.58
6/01/2017	15,928.58	-	-	15,928.58
9/01/2017	15,928.58	-	-	15,928.58
12/01/2017	15,928.58	-	-	15,928.58
TOTAL	1,274,287.00	-	-	1,274,287.00

*Plus a one-percent annual administrative fee paid quarterly in the amount of $1,612.77. The total administrative fee over the life of the loan is $129,021.60.

Form of Assignment

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

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

Dated:_____, _____

_____

In the presence of:

_____