

\$1,274,287
CITY OF WESTON, WEST VIRGINIA
SEWER REVENUE BONDS, SERIES 1996

Closing Date: December 10, 1996

CITY OF WESTON

\$1,274,287 Sewer Revenue Bonds, Series 1996

TRANSCRIPT OF PROCEEDINGS

CLOSING DATE: December 10, 1996

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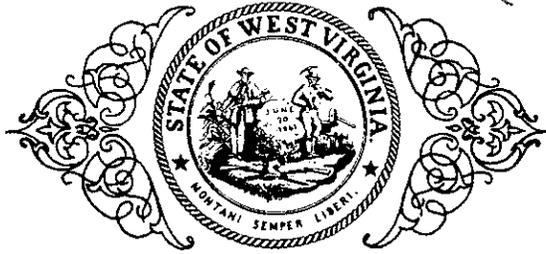
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The closing of the sale of City of Weston \$1,274,287 Sewer Revenue Bond Series 1996, dated December 10, 1996, to the West Virginia Water Development Authority will take place at the offices of the West Virginia Water Development Authority (the "WDA"), Dunbar, West Virginia, at 1:30 p.m. prevailing time on Tuesday, December 10, 1996. All transactions at the pre-closing will be deemed to have taken place simultaneously on December 10, 1996, and no document shall be deemed to have been delivered unless and until all transactions are complete and all documents are delivered.

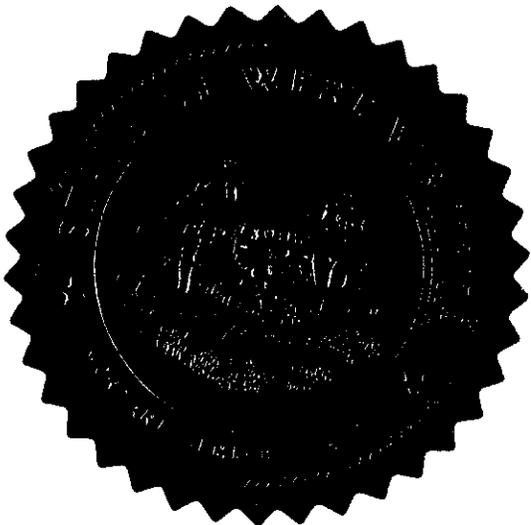
State of West Virginia



Certificate

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

**THIS IS A TRUE COPY OF CHAPTER 16, ARTICLE 13 OF THE WEST VIRGINIA
CODE AND CHAPTER 16, ARTICLE 13 OF THE 1996 CUMULATIVE
SUPPLEMENT TO THE WEST VIRGINIA CODE, AS INDICATED BY THE
RECORDS OF THIS OFFICE.**



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

—Ninth— day of

—December— 19 —96—

Ken Heckler

Secretary of State

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

§ 16-12-14. Disconnection of territory from sanitary district.

Any contiguous territory located within the boundaries of any sanitary district organized under this article, and upon the border of such sanitary district, may become disconnected from such sanitary district in the manner following, to wit: Ten percent or more of the legal voters resident in the territory sought to be disconnected from such sanitary district may petition the county court of the county in which the original petition for the organization of said sanitary district was filed, to cause the question of such disconnection to be submitted to the legal voters of such territory whether such territory shall be disconnected. Said petition shall be addressed to the county court of the county in which the original petition for the formation of such sanitary district was filed and shall contain a definite description of the boundaries of such territory to be disconnected and recite as a fact, that there is no bonded indebtedness of such sanitary district incurred while such territory to be disconnected was a part of such sanitary district and that such territory to be disconnected is not, at the time of the filing of such petition, and will not be, either benefited or served by any work or improvement either then existing or then authorized by said sanitary district. Upon filing such petition in the office of the county clerk of the county in which the original petition for the formation of such sanitary district has been filed it shall be the duty of the county court of the county in which the original petition for the formation of such sanitary district was filed, to consider the boundaries of such territory and the facts upon which the petition is founded, and shall consider the limits and boundaries of such proposed territory, in the same manner as provided for locating, fixing and deciding of the limits and boundaries of the original sanitary district, as provided in section one [§ 16-12-1] of this article. If any part of the territory proposed to be disconnected is situated in another county or counties other than that county in which the original petition was filed, then it shall be the duty of the said county court of the county in which the original petition was filed to call to its assistance the county courts of counties in which portions of such territory proposed to be disconnected is situated, such county courts shall constitute themselves a board of commissioners, and after electing a presiding officer from among themselves, shall consider the boundaries of such territory and the facts upon which the petition is founded, and shall consider the limits and boundaries of such proposed territory to be disconnected, in the same manner as provided for locating, fixing and deciding of the limits and boundaries of the original sanitary district, as provided in section one of this article: Provided, however, That it shall be the duty of the county court or the board of commissioners to deny the prayer of the petition for the disconnecting of any territory from the original sanitary district, if the material allegations therein contained are not founded in fact.

Notice shall be given by the county court of the time and place, when and where all persons interested will be heard substantially as provided in section

one [§ 16-12-1] of this article. The conduct of the hearing and the manner of conducting the subsequent election on the question whether such territory shall become disconnected and the issuance, reception, return and canvassing of the ballots shall be, as nearly as possible, in accordance with the provisions of section one of this article. The ballots for the election provided for in this section shall be substantially as follows, to wit:

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

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

ARTICLE 13. SEWAGE WORKS OF MUNICIPAL CORPORATIONS AND SANITARY DISTRICTS.

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| Sec. 16-13-1. Acquisition, operation, etc., of works; acquisition of property; issue of bonds. | Sec. 16-13-11. Additional and temporary bonds to extend or improve works. |
| 16-13-2. Sanitary board to supervise and control construction, etc., of works; appointment of board; definitions. | 16-13-12. Additional bonds for extension, etc., of works to have equal priority with original bonds. |
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- 16-13-23a. Additional powers of municipality upon receipt of order to cease pollution.
- 16-13-24. Article to be construed liberally.

Editor's notes. — For redesignation of department of health as division of health, within the department of health and human resources, see § 5F-2-1.

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

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

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

No conflict with statutory limitations on expenditure of tax funds. — There is no conflict between this article, authorizing a city to incur expenses which are to be payable solely from the proceeds of revenue bonds, and the

general statutory limitations on the expenditure of money and incurring of obligations with respect to funds produced by tax levies. *United States v. City of Charleston*, 149 F. Supp. 866 (S.D.W. Va. 1957), commented on in 60 W. Va. L. Rev. 105 (1957).

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

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

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

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

Any municipal corporation and/or sanitary district in the state of West Virginia is hereby authorized and empowered to own, acquire, construct, equip, operate and maintain within and/or without the corporate limits of such municipal corporation, a sewage collection system and/or a sewage treatment plant or plants, intercepting sewers, outfall sewers, force mains, pumping stations, ejector stations, and all other appurtenances necessary or useful and

convenient for the collection and/or treatment, purification and disposal, in a sanitary manner, of the liquid and solid waste, sewage, night soil and industrial waste of such municipal corporation and/or sanitary district, including acquisition of the municipal sewerage system resulting from the severance of a combined waterworks and sewerage system pursuant to section one-b [§ 8-20-1b], article twenty, chapter eight of this code, and shall have authority to acquire by gift, grant, purchase, condemnation, or otherwise, all necessary lands, rights-of-way and property therefor, within and/or without the corporate limits of such municipal corporation and/or sanitary district, and to issue revenue bonds to pay the cost of such works and property; and any such municipality may serve and supply the facilities of such sewerage system within the corporate limits of such municipality and within the area extending twenty miles beyond the corporate limits of such municipality: Provided, That such municipality shall not serve or supply the facilities of such sewerage system within the corporate limits of any other municipality without the consent of the governing body thereof. No obligations shall be incurred by any such municipality and/or sanitary district in such construction or acquisition except such as is payable solely from the funds provided under the authority of this article. (1933, Ex. Sess., c. 25, § 1; 1955, c. 132; 1986, c. 118.)

Sections read together. — This section should be read and construed with former § 8-4-20 and § 16-13-2, 16-13-15, 24-1-1, 24-2-1, and 24-2-3. *Delardas v. Morgantown Water Comm'n*, 148 W. Va. 776, 137 S.E.2d 426 (1964). **Use of territory in adjoining state authorized.** — By this section and § 16-13-22 the legislature intended, insofar as it could, to confer upon such municipalities as might find it convenient, the right to make necessary and appropriate arrangements for the disposal of their sewage, even where that course involved the use of territory in an adjoining state. *Bernard v. City of Bluefield*, 117 W. Va. 556, 186 S.E. 298 (1936). **Quoted in State ex rel. City of Wheeling v. Renick, 145 W. Va. 640, 116 S.E.2d 763 (1960). **Cited in City of Beckley v. Craighhead, 126 W. Va. 484, 24 S.E.2d 908 (1943).****

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

The construction, acquisition, improvement, equipment, custody, operation and maintenance of any such works for the collection, treatment or disposal of sewage and the collection of revenues therefrom for the service rendered thereby, shall be under the supervision and control of a sanitary board appointed by the governing body as set forth in section eighteen [§ 16-13-18] of this article. The term "works" as used in this article shall be construed to mean and include a works for the collection and/or treatment, purification and disposal of sewage, in its entirety or any integral part thereof. The term "municipality" as used in this article shall be construed to mean any municipal corporation, incorporated city, town, village or sanitary district in the State of West Virginia. The term "governing body" as used in this article shall be construed to mean the mayor and council or other legally constituted governing body of any municipality. The term "board" when hereinafter used in this article shall be construed to mean the sanitary board as set up in section eighteen of this article. (1933, Ex. Sess., c. 25, § 2.)

Sections read together. — This section should be read and construed with former § 8-4-20 and §§ 16-13-1, 16-13-16, 24-1-1, 24-2-1 and 24-2-3. *Delandae v. Morgantown Water Comm'n*, 149 W. Va. 776, 137 S.E.2d 426 (1964).

Quoted in State ex rel. City of Wheeling v. Rerrick, 145 W. Va. 640, 116 S.E.2d 763 (1960). Cited in United States v. City of Charleston, 149 F. Supp. 866 (S.D.W. Va. 1957).

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

The board shall have power to take all steps and proceedings and to make and enter into all contracts or agreements necessary or incidental to the performance of its duties and the execution of its powers under this article: Provided, That any contract relating to the financing of the acquisition or construction of any such works, or any trust indenture as hereinafter provided for, shall be approved by the governing body of such municipality before the same shall be effective. The board may employ engineers, architects, inspectors, superintendents, managers, collectors, attorneys, and such other employees as in its judgment may be necessary in the execution of its powers and duties, and may fix their compensation, all of whom shall do such work as the board shall direct. All such compensation and all expenses incurred in carrying out the provisions of this article shall be paid solely from funds provided under the authority of this article, and the board shall not exercise or carry out any authority or power herein given it so as to bind said board of said municipality beyond the extent to which money shall have been or may be provided under the authority of this article. No contract or agreement with any contractor or contractors for labor and/or material, exceeding in amount the sum of five thousand dollars, shall be made without advertising for bids, which bids shall be publicly opened and award made to the best bidder, with power in the board to reject any or all bids. After the construction, installation, and completion of the works, or the acquisition thereof, the board shall operate, manage and control the same and may order and complete any extensions, betterments and improvements of and to the works that the board may deem expedient, if funds therefor be available or are made available as provided in this article, and shall establish rules and regulations for the use and operation of the works, and of other sewers and drains connected therewith so far as they may affect the operation of such works, and do all things necessary or expedient for the successful operation thereof. The sanitary board may declare an emergency situation in the event of collector line breaks or vital treatment plant equipment failure and shall be exempted from competitive bidding requirements and enter into direct purchase agreements or contracts for such expenses. All public ways or public works damaged or destroyed by the board in carrying out its authority under this article shall be restored or repaired by the board and placed in their original condition, as nearly as practicable, if requested so to do by proper authority, out of the funds provided by this article. (1933, Ex. Sess., c. 25, § 3; 1989, c. 133.)

Contractor is not entitled to governmental immunities of municipality. — A contractor under contract with the sanitary board of a municipality for construction of a sewage treatment and disposal system is not entitled to the governmental immunities of the municipality incident to the construction project. *West Virginia Water Serv. Co. v. Cunningham*, 143 W. Va. 1, 98 S.E.2d 891 (1957).
And is liable on contract with third party. — Where a contract between a municipal sanitary board and a contractor, providing for the construction of a sanitary sewage system, provides *inter alia* that "existing surface, overhead or subsurface structures damaged or destroyed by reason of the contractor's operations shall be promptly repaired or replaced in a satisfactory manner at the cost and expense of the contractor," and the contractor by job order requests entry into a contract with an existing water company to remove certain of the latter's water pipes which interfere with the construction of the sewage system, the contractor, in a notice of motion for judgment proceeding instituted by the water company, is liable for the expense so incurred. *West Virginia Water Serv. Co. v. Cunningham*, 143 W. Va. 1, 98 S.E.2d 891 (1957).
Stated in State ex rel. City of Wheeling v. Rerrick, 145 W. Va. 640, 116 S.E.2d 763 (1960).

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

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

A municipality is authorized to incur obligations for the purpose of defraying preliminary expenses of sewer projects, provided repayment of such obligations is to be made solely from the proceeds of revenue bonds, and not in any way from tax levies. *United States v. City of Charleston*, 149 F. Supp. 866 (S.D.W. Va. 1957), commented on in 60 W. Va. L. Rev. 105 (1967).
And may obtain advances by any procedure it may see fit to adopt. — Money used in preliminary engineering work prior to actually beginning construction of a sewage disposal system need not be handled by the sanitary board.

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

60 W. Va. L. Rev. 105 (1957).

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

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

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

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

Stated in *State ex rel. City of Wheeling v. Renick*, 146 W. Va. 640, 116 S.E.2d 763 (1960).

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

After such ordinance shall have been adopted, an abstract of the ordinance, determined by the governing body to contain sufficient information as to give notice of the contents of such ordinance, together with the following described notice, shall be published as a Class II legal advertisement in compliance with the provisions of article three (§ 59-3-1 et seq.), chapter fifty-nine of this Code, and the publication area for such publication shall be the municipality. The notice shall state that said ordinance has been adopted, and that the municipality contemplates the issuance of the bonds described in the ordinance, and that any person interested may appear before the governing body upon a certain date, which shall not be less than ten days subsequent to the first date of publication of such abstract and notice which shall not be prior to the last date of publication of such abstract and notice, and present protests. At such hearing all objections and suggestions shall be heard and the governing body shall take such action as it shall deem proper in the premises. Provided,

however. That if at such a hearing written protest is filed by thirty percent or more of the owners of real estate situate in said municipality, then the governing body of said municipality shall not take further action unless four fifths of the qualified members of the said governing body assent thereto. (1933, Ex. Sess., c. 25, § 6; 1967, c. 105; 1981, 1st Ex. Sess., c. 2.)

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

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

§ 16-13-8. Cost of works.

The cost of the works shall be deemed to include the cost of acquisition or construction thereof, the cost of all property, rights, easements, and franchises deemed necessary or convenient therefor and for the improvements determined upon as provided in this article; interest upon bonds prior to and during

construction or acquisition and for six months after completion of construction or of acquisition of the improvement last mentioned; engineering and legal expenses; expense for estimates of cost and of revenues; expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise, administrative expense, and such other expenses as may be necessary or incident to the financing herein authorized and the construction or acquisition of the works and the placing of the works in operation and the performance of the things herein required or permitted in connection with any thereof. (1933, Ex. Sess., c. 25, § 8.)

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

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

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

Cross references. — See notes to § 16-13-8. The provisions of this article become a part of the contract between the municipality and the bondholders as effectually as if written verbatim in the bonds. The bondhold-

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

ers are bound by their contract in this instance just as firmly as in any other legal contract. Consequently, the bonds do not create a corporate indebtedness of the municipality. *Brewer v. City of Point Pleasant*, 114 W. Va. 572, 172 S.E.

717 (1934); *United States v. City of Charleston*, 149 F. Supp. 866 (S.D. Va. 1957), commented on in 60 W. Va. L. Rev. 105 (1957).
Contractual obligation between municipalities not relieved by inability of town to sell revenue bonds. — Under the provisions of §§ 16-13-19 and 16-13-23a, a city and a town may enter into a contract whereby the city agreed to construct a sewage disposal facility and the town agreed to contribute to the cost of the construction of the facility in return for the right to use the facility, and the fact that the town was unable to sell revenue bonds because

it was not allowed to have part ownership in the treatment plant or interceptor sewers did not relieve the town of its contractual obligation when the city offered to buy the revenue bonds issued by the town. Since the contracts were authorized by statute and were thus not ultra vires, even if the contracts were not formally approved by ordinance, the municipalities were estopped from asserting any invalidity of the contracts on such ground. *City of Morgantown v. Town of Star City*, 156 W. Va. 529, 195 S.E.2d 166 (1973).

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

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

sinking fund hereinafter provided. If the proceeds of the bonds, by error of calculation or otherwise, shall be less than the cost of the works, additional bonds may in like manner be issued to provide the amount of such deficit and, unless otherwise provided in said ordinance authorizing the issuance of the bonds first issued or in the trust indenture hereinafter authorized, shall be deemed to be of the same issue and shall be entitled to payment without preference or priority of the bonds first issued. Prior to the preparation of the definitive bonds, temporary bonds may under like restrictions be issued with or without coupons, exchangeable for definitive bonds upon the issuance of the latter. (1933, Ex. Sess., c. 25, § 10; 1970, c. 11; 1980, c. 33; 1981, 1st Ex. Sess., c. 2.)

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

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

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

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

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

All moneys received from any bonds issued pursuant to this article, after reimbursements and repayment to said municipality of all amounts advanced for preliminary expenses as provided in section four [§ 16-13-4] of this article, shall be applied solely to the payment of the cost of the work, extensions, improvements or betterments, or to the appurtenant sinking fund and there shall be and hereby is created and granted a lien upon such moneys, until so applied, in favor of the holders of the bonds or the trustees hereinafter provided for. (1933, Ex. Sess., c. 25, § 13.)

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

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

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

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

At or before the issuance of any such bonds the governing body shall by said ordinance create a sinking fund, to be remitted to and administered by the West Virginia municipal bond commission, for the payment of the bonds and the interest thereon and the payment of the charges of banks or trust companies for making payment of such bonds or interest, and shall set aside and pledge a sufficient amount of the net revenues of the works, hereby defined to mean the revenues of the works remaining after the payment of the reasonable expense of operation, repair and maintenance, such amount to be paid by the board into said sinking fund at intervals to be determined by ordinance prior to issuance of the bonds, for: (a) The interest upon such bonds as such interest shall fall due; (b) the necessary fiscal agency charges for paying bonds and interest; (c) the payment of the bonds as they fall due, or, if

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

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

The governing body shall have power, and it shall be its duty, by ordinance, to establish and maintain just and equitable rates or charges for the use of and the service rendered by such works, to be paid by the owner of each and every lot, parcel of real estate or building that is connected with and uses such works by or through any part of the sewerage system of the municipality, or that in any way uses or is served by such works, and may change and readjust such rates or charges from time to time. Such rates or charges shall be sufficient in each year for the payment of the proper and reasonable expense of operation, repair, replacements and maintenance of the works and for the payment of the sums herein required to be paid into the sinking fund. Revenues collected pursuant to this section shall be deemed the revenues of the works. No such rates or charges shall be established until after a public hearing, at which all

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

Rule of Civil Procedure. — As to abolition of procedural distinctions between law and equity, see R.C.P. 2.

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

Sections read together. — This section should be read and construed with former § 8-4-20 and §§ 16-13-1, 16-13-2, 24-1-1, 24-2-1, and 24-2-3. *Deardar v. Morgantown Water Comm'n*, 146 W. Va. 776, 137 S.E.2d 426 (1964).

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

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

Jurisdiction to enforce lien. — The fact that this section speaks of the enforcement of the lien in a "civil action" should not be construed as placing that jurisdiction in our courts of law simply because the word "action," strictly applied, does not usually refer to chancery

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

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

Applied in *Brewer v. City of Point Pleasant*, 114 W. Va. 672, 172 S.E. 717 (1934).

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

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

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

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

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

The governing body shall provide by ordinance the organization of the board, and that the custody, administration, operation and maintenance of such works shall be under the supervision and control of a sanitary board, created as herein provided. Such sanitary board shall be composed of either the mayor of the municipality, or the city manager thereof, if said municipality shall have a city manager form of government, and two persons appointed by the governing body. Provided, That, in the event of an acquisition or merger of an existing sewage works, the governing body may increase the membership to a maximum of four members in addition to the mayor or city manager of the municipality served by the board. During the construction period one of the members must be a registered professional engineer. The engineer member of the board need not be a resident of said municipality. After the construction of the plant has been completed, the engineer member may be succeeded by a

person not an engineer. No officer or employee of the municipality, whether holding a paid or unpaid office, shall be eligible to appointment on said sanitary board until at least one year after the expiration of the term of his public office. Said appointees shall originally be appointed for terms of two and three years respectively, and upon the expiration of each such term and each succeeding term, an appointment of a successor shall be made in like manner for a term of three years. Vacancies shall be filled for an unexpired term in the same manner as the original appointment. Each member shall give such bond, if any, as may be required by ordinance. Such mayor or city manager shall act as chairman of the sanitary board, which shall elect a vice chairman from its members and shall designate a secretary and treasurer (but the secretary and the treasurer may be one and the same), who need not be a member or members of the sanitary board. The vice chairman, secretary and treasurer shall hold office as such at the will of the sanitary board. The members of the sanitary board shall receive such compensation for their services, either as a salary or as payments for meetings attended, as the governing body may determine, and shall be entitled to payment for their reasonable expenses incurred in the performance of their duties. The governing body shall fix the reasonable compensation of the secretary and treasurer in its discretion, and shall fix the amounts of bond to be given by the treasurer. All compensation, together with the amounts of bond referred to, shall be paid solely from funds provided under the authority of this article. The sanitary board shall have power to establish bylaws, rules and regulations for its own government. (1933, Ex. Sess., c. 25, § 18; 1939, c. 96; 1953, c. 146; 1957, c. 137; 1992, c. 95.)

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

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

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

In conferring such power and authority upon a municipality by this article, the legislature did not create, or intend to create, any repugnancy or inconsistency between the provisions

of this article and the pertinent provisions of chapter 24, or to repeal any of those provisions of that chapter. *State ex rel. City of Wheeling v. Renick*, 145 W. Va. 640, 116 S.E.2d 763 (1960).

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

Sanitary board may be incorporated and domesticated in adjoining state. — Since the incorporation of its sanitary board and its domestication in the state of Virginia was the only plan by which the power intended to be granted by the legislature to a city to construct a sewage disposal plant outside the State of West Virginia could be legally effected, the power to so incorporate its sanitary board was a necessary and incidental right to the main power granted. *Bernard v. City of Bluefield*, 117 W. Va. 566, 166 S.E. 298 (1936).

Member of city council may not serve as consulting engineer to the sanitary board on

city sewer project. 49 Op. Atty. Gen. 60 (1961). Mayor and city manager may not both be appointed to municipal sanitary board. — When a municipal corporation has a city manager form of government, the municipality's governing board has the option of appointing either the mayor or the city manager (but not both) to the municipal sanitary board. 52 Op. Atty. Gen. 217 (1967).

As to scope of duties and responsibilities of city treasurer as they relate to possession of funds of a sanitary board, see 52 Op. Atty. Gen. 497 (1967). Applied in *Houchins v. City of Beckley*, 127 W. Va. 306, 32 S.E.2d 296 (1944). Cited in *United States v. City of Charleston*, 149 F. Supp. 866 (S.D. W. Va. 1957).

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

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

Editor's notes. — The phrase "justice of the peace" and the word "justice," when used in a context meaning "justice of the peace," are construed to mean "magistrate." See § 50-1-17 and W. Va. Const., art. VIII, § 15.

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

Any municipality operating a sewage collecting system and/or a sewage disposal plant or plants as defined in this article, or which as herein provided has ordered the construction or acquisition of such works (in this section called the owner), is hereby authorized to contract with one or more other municipal corporations or political subdivisions within the State (in this section called the

lessee), and such lessees are hereby authorized to enter into such contracts with such owners, for the service of such works to such lessees and their inhabitants, but only to the extent of the capacity of the works without impairing the usefulness thereof to the owners, upon such terms and conditions as may be fixed by the boards and approved by ordinances of the respective contracting parties: Provided, however, That no such contract shall be made for a period of more than forty years or in violation of the provisions of said ordinance authorizing bonds hereunder or in violation of the provisions of said trust indenture. The lessee shall by ordinance have power to establish, change and adjust rates and charges for the service rendered therein by the works against the owners of the premises served, in the manner hereinbefore provided for establishing, changing and adjusting rates and charges for the service rendered in the municipality where the works are owned and operated, and such rates or charges shall be collectible and shall be a lien as herein provided for rates and charges made by the owner. The necessary intercepting sewers and appurtenant works for connecting the works of the owner with the sewerage system of the lessee shall be constructed by the owner and/or the lessee upon such terms and conditions as may be set forth in said contract, and the cost or that part of the cost thereof which is to be borne by the owner may be paid as a part of the cost of the works from the proceeds of bonds issued under this article unless otherwise provided by said ordinance or trust indenture prior to the issuance of the bonds. The income received by the owner under any such contract shall, if so provided in said ordinance or trust indenture, be deemed to be a part of the revenues of the works as in this article defined and be applied as herein provided for the application of such revenues. (1933, Ex. Sess., c. 25, § 19; 1981, 1st Ex. Sess., c. 2.)

Applied in *City of Morgantown v. Town of Star City*, 166 W. Va. 529, 196 S.E.2d 166 (1973).

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

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

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

Any holder of any such certificates or any of the coupons attached thereto, and the trustee, if any, except to the extent the rights herein given may be restricted by said ordinance authorizing issuance of the bonds or by the trust indenture, may either at law or in equity, by suit, action, mandamus or other proceeding protect and enforce any and all rights granted hereunder or under such ordinance or trust indenture, and may enforce and compel performance of all duties required by this article or by such ordinance or trust indenture to be performed by the municipality issuing the bonds or by the board or any officer,

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

Rules of Civil Procedure. — As to abolition of procedural distinctions between law and equity, see Rule 2. As to receivers, see Rule 68. As to application of rules to extraordinary remedies, see Rule 81(a)(5).

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

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

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

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

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

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

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

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

§ 16-13-22c. Refunding bonds.

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

§ 16-13-22d. Subordination of bonds.

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

§ 16-13-22e. Operating contract.

Any such municipality may enter into contracts or agreements with any persons, firms or corporations for the operation and management of the facilities and properties of said sewerage system, or any part thereof, for such

period of time and under such terms and conditions as shall be agreed upon between such municipality and such persons, firms or corporations. Such municipality shall have power to provide in the resolution authorizing the issuance of bonds hereunder, or in any trust indenture, securing such bonds, that such contracts or agreements shall be valid and binding upon the municipality as long as any of said bonds, or interest thereon, are outstanding and unpaid. (1955, c. 132.)

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

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

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

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

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

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

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

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

(e) Limitations or restrictions upon the issuance of additional bonds or other obligations payable from the revenue of such sewerage system, and the rank or

priority, as to lien and source and security for payment from the revenues of such sewerage system, between bonds payable from such revenues;

(f) The manner and terms upon which all bonds and other obligations issued hereunder may be declared immediately due and payable upon the happening of a default in the payment of the principal of or interest thereon, or in the performance of any covenant or agreement with bondholders, and the manner and terms upon which such defaults may be declared cured and the acceleration of the maturity of such bonds rescinded and repealed;

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

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

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

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

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

This article, shall, without reference to any other statute, be deemed full authority for the construction, acquisition, improvement, equipment, maintenance, operation and repair of the works herein provided for and for the issuance and sale of the bonds by this article authorized, and shall be construed as an additional and alternative method thereof and for the financing thereof, and no petition or election or other or further proceeding in respect to the construction or acquisition of the works or to the issuance or sale of bonds under this article and no publication of any resolution, ordinance, notice or proceeding relating to such construction or acquisition or to the issuance or sale of such bonds shall be required except such as are prescribed

by this article, any provisions of other statutes of the State to the contrary notwithstanding: Provided, however, That all functions, powers and duties of the state department of health shall remain unaffected by this article. (1983, Ex. Sess., c. 25, § 23.)

Quoted in State ex rel. City of Wheeling v. Remick, 146 W. Va. 640, 116 S.E.2d 763 (1960).

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

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

[§ 59-3-1 et seq., chapter fifty-nine of this code, and the publication area for such publication is the municipality. The first publication shall be made at least ten days before the date fixed therein for the hearing. After such hearing, which may be adjourned from time to time, the ordinance establishing the rates or charges, either as originally introduced or as modified and amended, may be passed and put into effect. A copy of the schedule of such rates and charges so established shall be kept on file in the office of the sanitary board having charge of the construction and operation of such works, and also in the office of the clerk of the municipality, and shall be open to inspection by all parties interested. The rates or charges so established for any class of users or property served shall be extended to cover any additional premises thereafter served which fall within the same class, without the necessity of any hearing or notice. Any change or readjustment of such rates or charges may be made in the same manner as such rates or charges were originally established as hereinbefore provided. Provided, That if such change or readjustment be made substantially pro rata, as to all classes of service, no hearing or notice is required. If any rate or charge so established is not paid within thirty days after the same is due, the amount thereof, together with a penalty of ten percent, and a reasonable attorney's fee, may be recovered by the sanitary board of such municipal corporation in a civil action in the name of the municipality. Any municipal corporation exercising the powers given herein has authority to construct, acquire, improve, equip, operate, repair and maintain any plants, machinery, or works necessary to comply with such order of the director of the division of environmental protection or the environmental quality board, and the authority provided herein to establish, maintain and collect rates or charges is an additional and alternative method of financing such works and matters, and is independent of any other provision of this article insofar as such article provides for or requires the issuance of revenue bonds or the imposition of rates and charges in connection with such bonds. Provided, however, That except for the method of financing such works and matters, the construction, acquisition, improvement, equipment, custody, operation, repair and maintenance of any plants, machinery or works in compliance with an order of the director of the division of environmental protection or the environmental quality board, and the rights, powers, and duties of such municipal corporation and the respective officers and departments thereof, including the sanitary board, are governed by the provisions of this article. (1955, c. 155; 1967, c. 105; 1994, c. 61.)

Effect of amendment of 1994. — The commission* for "state sinking fund commission" substituted "director of the division of environmental protection or the environmental quality board" for "chief of the division of water resources or the state water resources board" twice preceding the two provisions and for "state water resources board" once in each proviso; substituted "municipal bond

the commission* for "state sinking fund commission", deleted "however" in the first proviso; and made other minor changes.

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

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

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

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

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

ARTICLE 13A.

PUBLIC SERVICE DISTRICTS FOR WATER, SEWERAGE AND GAS SERVICES.

- Sec. 16-13A-1. Legislative findings.
- 16-13A-1a. Jurisdiction of the public service commission.
- 16-13A-1b. County commissions to develop plan to create, consolidate, merge, expand or dissolve public service districts.
- 16-13A-1c. General purpose of districts.
- 16-13A-2. Creation of districts by county commission; enlarging, reducing or dissolving district; consolidation; agreements, etc.; infringing upon powers of county commission; filing list of members and districts with the secretary of state.
- 16-13A-3. District to be a public corporation and political subdivision; powers thereof; public service boards.
- 16-13A-3a. Removal of members of public service board.
- 16-13A-4. Board chairman; members' compensation; procedure; district name.
- 16-13A-5. General manager of board.
- 16-13A-6. Employees of board.
- 16-13A-7. Acquisition and operation of district properties.
- 16-13A-8. Acquisition and purchase of public service properties; right of eminent domain; extrajurisdictional powers.
- 16-13A-9. Rates; service rates and charges; discontinuance of service; required water and sewer connections; lien for delinquent fees.
- 16-13A-9a. Limitations with respect to foreclosure.
- Sec. 16-13A-10. Budget.
- 16-13A-11. Accounts; audit.
- 16-13A-12. Disbursement of district funds.
- 16-13A-13. Revenue bonds.
- 16-13A-14. Items included in cost of properties.
- 16-13A-15. Bonds may be secured by trust indenture.
- 16-13A-16. Sinking fund for revenue bonds.
- 16-13A-17. Collection, etc., of revenues and enforcement of covenants; default; suit, etc., by bondholder or trustee to compel performance of duties; appointment and powers of receiver.
- 16-13A-18. Operating contracts.
- 16-13A-18a. Sale, lease or rental of water, sewer or gas system by district; distribution of proceeds.
- 16-13A-19. Statutory mortgage lien created; foreclosure thereof.
- 16-13A-20. Refunding revenue bonds.
- 16-13A-21. Complete authority of article; liberal construction; district to be public instrumentality; tax exemption.
- 16-13A-22. Validation of prior acts and proceedings of county courts for creation of districts, inclusion of additional territory, and appointment of members of district boards.
- 16-13A-23. Validation of acts and proceedings of public service boards.
- 16-13A-24. Acceptance of loans, grants or temporary advances.
- 16-13A-25. Borrowing and bond issuance; procedure.

Editor's notes. — For redesignation of department of health as division of health, within the department of health and human resources, see § 5F-2-1.

Textbook. — Instructions for Virginia and West Virginia (3rd ed.), § 24-128.10.

Constitutionality of article. — The act from which this article was derived, authorizing the creation of public service districts by the county courts of this State, defining the powers and duties of the governing boards of such districts in the acquisition, construction, maintenance, operation, improvement and extension of property supplying water and sewerage services, and authorizing the issuance of bonds of such districts payable solely from revenue to be derived from the operation of such properties, does not violate any provision of the Constitution of this State or the Fourteenth Amendment to the Constitution of the United States. State ex rel. McMillion v Stahl, 141 W. Va. 233, 89 S.E.2d 693 (1955).

The title to Acts 1953, c. 147, is sufficient to give a fair and reasonable index to all of the purposes of the act. State ex rel. McMillion v Stahl, 141 W. Va. 233, 89 S.E.2d 693 (1955).

And purpose. — The purpose of this article is to provide water and sewerage facilities in unincorporated districts. State ex rel. McMillion v Stahl, 141 W. Va. 233, 89 S.E.2d 693 (1955).

Public service districts are "public utilities" 50 Op. Atty Gen. 447 (1963).

Hence, they are required to pay a special license fee pursuant to § 24-3-6 for support of the public service commission. 50 Op. Atty Gen. 447 (1963).

Cited in Berkeley County Pub. Serv. Dist. v Vitro Corp. of Am., 152 W. Va. 252, 162 S.E.2d 189 (1968); State v. Neary, 365 S.E.2d 395 (W. Va. 1987).

§ 16-13A-1. Legislative findings.

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

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

WEST VIRGINIA CODE

ANNOTATED

VOLUME 5A

1995 Replacement

1996 Cumulative Supplement

Including Acts passed during the 1996 Regular Session

Prepared by the Editorial Staff of the Publishers

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CHARLOTTESVILLE, VIRGINIA

1996

(1) The term "babyfood" or "food" means any food manufactured and packaged for sale for consumption by a child under the age of two;

(2) The term "nonprescription drugs" does not include natural or herbal nonprescription drugs;

(3) The term "medical device" means any apparatus or tool which is defined by federal law as a medical device and which has been specified by the secretary of the department of health and human resources through legislative rules as a device which may be marketed or sold by transient vendors.

(c) Any transient vendor who sells babyfood, nonprescription drugs or medical devices at any flea market or swap meet in this state shall keep and make available records of the sources of such babyfood, nonprescription drugs or medical devices offered for sale or sold. The records may be receipts or invoices from the persons who sold the babyfood, nonprescription drugs or medical devices to the transient vendor or any other documentation that establishes the sources of the babyfood, nonprescription drugs or medical devices. The transient vendor shall keep those records with the babyfood, nonprescription drugs or medical devices being offered for sale so long as such goods are in his possession and shall maintain those records for a period of two years after the babyfood, nonprescription drugs or medical devices are sold.

(d) Upon the request of a law-enforcement agent or a representative of the state department of health, a transient vendor shall produce records of the sources of babyfood, nonprescription drugs or medical devices offered for sale or sold. If the transient vendor fails to immediately produce the requested records for goods offered for sale, the law-enforcement agent or representative for the state department of health may confiscate the babyfood, nonprescription drugs or medical devices then in possession of the vendor. If the transient vendor fails to produce the requested records for goods previously sold within a reasonable time, the law-enforcement agent or representative for the state department of health may confiscate any babyfood, nonprescription drugs or medical devices then in the possession of the vendor.

(e) Any person who violates the provisions of this section is guilty of a misdemeanor, and, upon conviction thereof, shall be fined not more than two hundred dollars for each babyfood item, nonprescription drug or medical device offered for sale or sold.

(f) The provisions of this section do not apply to a merchant who is licensed by the state department of tax and revenue; who sells food or nonprescription drugs or medical devices by sample, catalog or brochure for future delivery; or who sells at a residential premises pursuant to an invitation issued by the owner or legal occupant of the premises.

(g) The secretary of the department of health and human resources shall promulgate rules in accordance with the provisions of chapter twenty-nine-a [§ 29A-1-1 et seq.] of this code regarding the designation and authorized sale of medical devices sold by transient vendors pursuant to this subdivision. (1996, c. 136.)

Editor's notes.—Former § 16-7-8 (enacted coloring of meat and meat products, was repealed by Acts 1937, c. 311, concerning the artificial

ARTICLE 9.

OFFENSES GENERALLY.

Sec.
16-9-1. [Repealed.]

§ 16-9-1.

Repealed by Acts 1996, c. 89.

Editor's notes.—Former § 16-9-1 (enacted by Acts 1913, c. 23, §§ 1, 2 and amended by Code 1923, c. 150, § 20h), concerning prohibi-

tion of common drinking cups, was repealed by Acts 1996, c. 89.

ARTICLE 9A.

TOBACCO USAGE RESTRICTIONS.

§ 16-9A-1. Legislative intent.

W. Va. Law Review.—Hall, "Secondhand Smoke as an Issue in Child Custody/Visitation Disputes," 97 W. Va. L. Rev. 115 (1994).

§ 16-9A-4. Use of tobacco or tobacco products in certain areas of certain public schools prohibited; penalty.

W. Va. Law Review.—Hall, "Secondhand Smoke as an Issue in Child Custody/Visitation Disputes," 97 W. Va. L. Rev. 115 (1994).

ARTICLE 13.

SEWAGE WORKS OF MUNICIPAL CORPORATIONS AND SANITARY DISTRICTS.

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

Applicability.—Although the public service commission concluded that cities providing only sewer service are not covered by this section, which applies to municipalities that provide both water and sewer service, the dis-

trict court implicitly rejected the commission's interpretation. *City of Charleston v. Public Serv. Comm'n*, 57 F.3d 385 (4th Cir.), cert. denied, — U.S. —, 116 S. Ct. 474, 133 L. Ed. 2d 404 (1995).

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

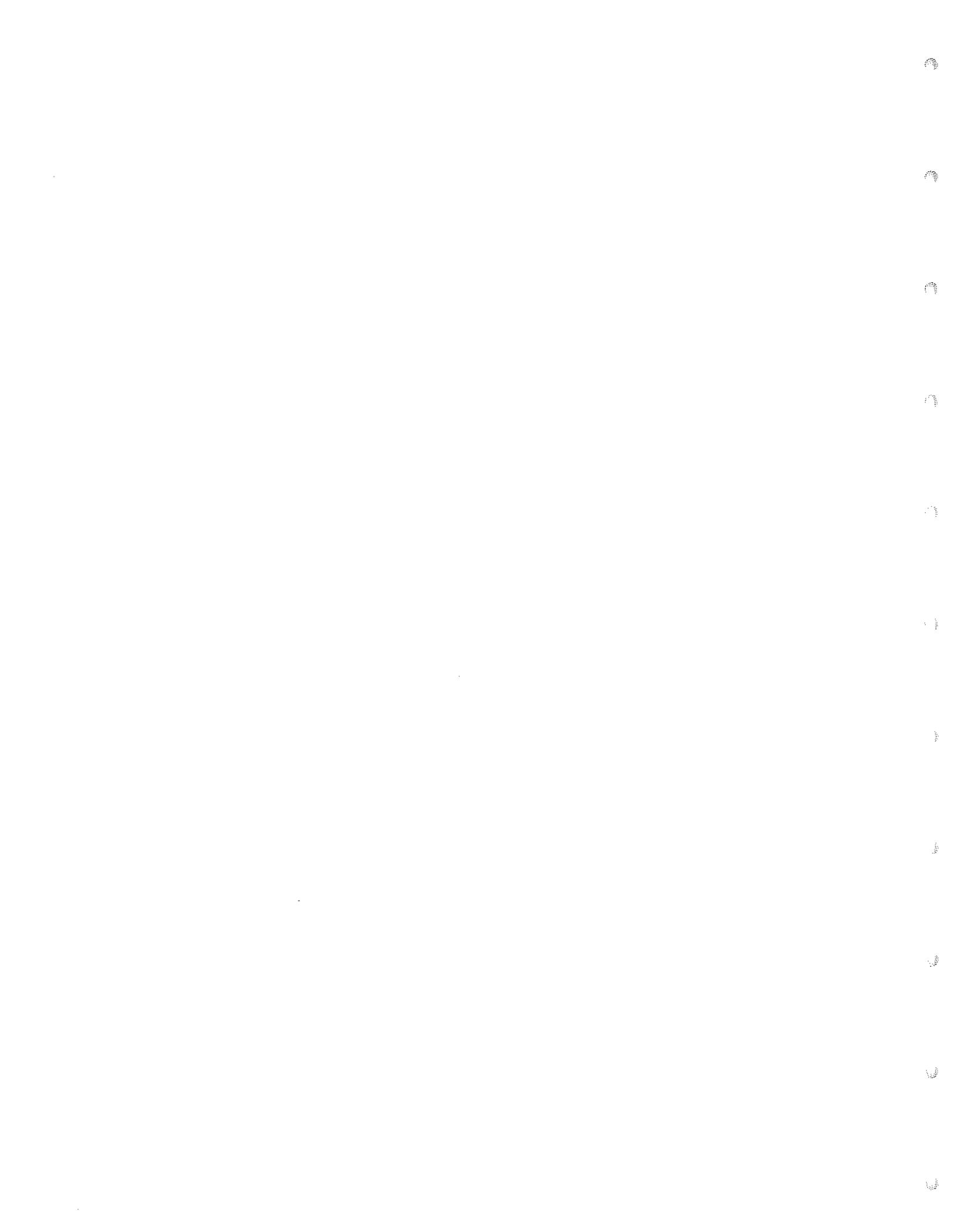


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- § 44. Council to appoint election officers and provide for proper holding of elections.
- § 45. City succeeds to rights and powers of predecessors.
- § 46. Inconsistent acts repealed.

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.

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 male⁷ 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

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.

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 collector⁹ 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.

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 be 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

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, taylor'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 consumption, 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.

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:

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

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 June⁷ 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

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.)

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).



Sewers and Sewage

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.
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- § 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.
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- § 23-19. Bylaws.
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- § 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.

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- § 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

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 extra-territorial 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

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

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.

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.)

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

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 regulations 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.)



"RESOLUTION ESTABLISHING RULES BY WHICH THE TIME AND PLACE OF ALL REGULARLY SCHEDULED MEETINGS AND THE TIME, PLACE AND PURPOSE OF ALL SPECIAL MEETINGS ARE TO BE MADE AVAILABLE, IN ADVANCE, TO THE PUBLIC AND NEWS MEDIA AND PROVIDING WHEN THIS RESOLUTION AND SUCH RULES SHALL TAKE EFFECT."

Be it Resolved and Ordered by Council of the City of Weston, Lewis County, West Virginia:

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

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

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

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

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

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

Rule No. 1. Notice of Regularly Scheduled Meetings. Immediately after adoption of this Resolution and in July of each year thereafter, the Council shall instruct the Clerk to, and the Clerk shall, post, and leave posted throughout the year to which it applies, at the regular meeting place where notices customarily are posted a notice setting forth the times and places of the Council's regularly scheduled meetings for the ensuing year. Such notice shall be of size and style sufficient to give notice and shall be of quality sufficient to withstand deterioration throughout the year to which it applies. Additional copies of the notice shall be delivered to the Clerk.

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

<u>News Media</u>	<u>Address</u>
Weston Democrat	P. O. Box 968 Weston, WV 26452
Clarksburg Exponent	324-326 Hewes Avenue Clarksburg, WV 26301
Clarksburg Telegram	324-326 Hewes Avenue Clarksburg, WV 26301
WBOY-TV	P. O. Box 1590 912 W. Pike Street Clarksburg, WV 26302
WKKW-FM	130 South 2nd Street Box 1546 Clarksburg, WV 26301
WOBG-AM	P. O. Box 726 Clarksburg, WV 26301

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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 June of each year after the adoption of this Resolution, the Council shall review the above list and shall amend such list as needed, in the opinion of the Council, to reflect properly all the newspapers, television stations, radio stations and other news media that customarily cover news of the area served by the Council.

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

Notwithstanding the foregoing provisions, notice of the recess or adjournment of a regularly scheduled meeting and of the time and place for the continuation or reconvening thereof publicly given during such regularly scheduled meeting shall be adequate notice to the public and news media of the time and place thereof.

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

Rule No 2. Notice of Special Meeting. Not less than three (3) but not more than eight (8) days prior to the date set for any special meeting of the Council, the Council shall instruct the Clerk to, and the Clerk shall, post on the door of the regular meeting place of the Council, and at such other place, if any, where notices customarily are posted a notice setting forth the 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 three (3) days prior to the date set for such special meeting, the Clerk shall distribute to each of the newspapers, television stations, radio stations and other news media listed in Rule No. 1 hereof a notice identical to that posted. Amendments made to such list, as provided for in said Rule

No. 1, shall be incorporated by reference in this Rule No. 2. A notice shall be considered distributed to a news medium when it has been addressed to such news medium at the address listed in said Rule No. 1, or at such other address as the news medium has in writing requested be used, marked or stamped with first class postage and deposited in the United States mail.

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

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

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

Rule No. 3. Emergency Meeting. A meeting as of the Council may be held without the notice to the public and news media required by Rule No. 1 and Rule No. 2 hereof only in the event of any 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 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.

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

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

Introduced at Council Meeting:

June 5, 1995

Adopted by Council: _____

Mayor

John C. Burkhardt

[SEAL]

Clerk

Joyce A. Brown

ABB0915F



STATE OF WEST VIRGINIA,
COUNTY OF LEWIS,
CITY OF WESTON, : it:

I, Joyce A. Brown, a Notary Public within and for the County and State,
aforesaid, hereby certify that John C. Burkhart, who has been duly elected to the
office of Mayor of the City of Weston, Lewis County, West Virginia,
this day personally appeared before me in my said County and took and subscribed the following oath of
office.

I, John C. Burkhart, do solemnly swear that I will support the Constitution
of the United States and the Constitution of the State of West Virginia; and I further swear, that I will
faithfully discharge the duties of Mayor of the City of Weston, Lewis
County, to the best of my skill and judgement. So help me God.

John C. Burkhart
Affiant

Given under my hand and official seal this 21 day of June, 1995.

Joyce A. Brown
Notary, Public, Lewis County, West Virginia

My Commission expires February 12, 192002

State of West Virginia,
County of Lewis,
City of Weston, to-wit:

The foregoing oath of office was this day filed with me as Clerk of the City of Weston, this 21
day of June, 1995.

Joyce A. Brown
Clerk of the City of Weston, West Virginia

STATE OF WEST VIRGINIA,
COUNTY OF LEWIS,
CITY OF WESTON, to-wit:

I, Joyce A. Brown, Notary Public within and for the County and State,
aforesaid, hereby certify that Betty J. Brooks, who has been duly elected to the
office of City Clerk of the City of Weston, Lewis County, West Virginia,
this day personally appeared before me in my said County and took and subscribed the following oath of
office.

I, Betty J. Brooks, do solemnly swear that I will support the Constitution
of the United States and the Constitution of the State of West Virginia; and I further swear, that I will
faithfully discharge the duties of City Clerk of the City of Weston, Lewis
County, to the best of my skill and judgement. So help me God.

Betty J. Brooks
Affiant

Given under my hand and official seal this 23 day of June, 1995.
Joyce A. Brown
Notary, Public, Lewis County, West Virginia

My Commission expires February 12, 2002

State of West Virginia,
County of Lewis,
City of Weston, to-wit:

The foregoing oath of office was this day filed with me as Clerk of the City of Weston, this 23rd
day of June, 1995.

Joyce A. Brown
Clerk of the City of Weston, West Virginia

STATE OF WEST VIRGINIA,
COUNTY OF LEWIS,
CITY OF WESTON, to-wit:

I, Joyce A. Brown, Notary Public within and for the County and State, aforesaid, hereby certify that William T. Weber, III, who has been duly elected to the office of City Attorney of the City of Weston, Lewis County, West Virginia, this day personally appeared before me in my said County and took and subscribed the following oath of office:

I, William Tracy Weber, III, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia; and I further swear, that I will faithfully discharge the duties of City Attorney of the City of Weston, Lewis County, to the best of my skill and judgement. So help me God.

WT Weber III
Affiant

Given under my hand and official seal this 15 day of June, 1995

Joyce A. Brown
Notary Public, Lewis County, West Virginia

My Commission expires February 12, ~~19~~ 2002

State of West Virginia,
County of Lewis,
City of Weston, to-wit:

The foregoing oath of office was this day filed with me as Clerk of the City of Weston, this 15th day of June, 1995.

Joyce A. Brown
Clerk of the City of Weston, West Virginia

STATE OF WEST VIRGINIA,
COUNTY OF LEWIS,
CITY OF WESTON, to-wit:

I, Joyce A. Brown, Notary Public within and for the County and State,

aforsaid, hereby certify that George E. Blake, who has been duly elected to the
office of Chief of Police of the City of Weston, Lewis County, West Virginia,
this day personally appeared before me in my said County and took and subscribed the following oath of
office:

I, George E. Blake, do solemnly swear that I will support the Constitution
of the United States and the Constitution of the State of West Virginia; and I further swear, that I will
faithfully discharge the duties of Chief of Police of the City of Weston, Lewis
County, to the best of my skill and judgement. So help me God.

George E. Blake
Affiant

Given under my hand and official seal this 15 day of June, 1995

Joyce A. Brown
Notary, Public, Lewis County, West Virginia

My Commission expires February 15, 192002

State of West Virginia,
County of Lewis,
City of Weston, to-wit:

The foregoing oath of office was this day filed with me as Clerk of the City of Weston, this 15th
day of June, 1995

Joyce A. Brown
Clerk of the City of Weston, West Virginia

STATE OF WEST VIRGINIA,
COUNTY OF LEWIS,
CITY OF WESTON, to-wit:

I, Joyce A. Brown, a Notary Public within and for the County and State,
aforesaid, hereby certify that Glen A. Greathouse, who has been duly elected to the
office of Street Commissioner of the City of Weston, Lewis County, West Virginia,
this day personally appeared before me in my said County and took and subscribed the following oath of
office:

I, Glen A. Greathouse, do solemnly swear that I will support the Constitution
of the United States and the Constitution of the State of West Virginia; and I further swear, that I will
faithfully discharge the duties of Street Commissioner of the City of Weston, Lewis
County, to the best of my skill and judgment. So help me God.

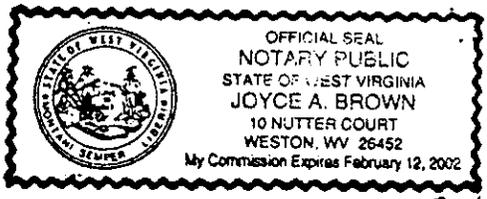
[Signature]
Affiant

Given under my hand and official seal this 21 day of June, 1995.

Joyce A. Brown
Notary Public, Lewis County, West Virginia

My Commission expires February 12, 2002

State of West Virginia,
County of Lewis,
City of Weston, to-wit:



The foregoing oath of office was this day filed with me as Clerk of the City of Weston, this 21st
day of June, 1995.

Joyce A. Brown
Clerk of the City of Weston, West Virginia

STATE OF WEST VIRGINIA,
COUNTY OF LEWIS,
CITY OF WESTON, to-wit:

I, Joyce A. Brown, a Notary Public within and for the County and State,
aforesaid, hereby certify that Jon J. Tucci, who has been duly elected to the
office of Council Ward II of the City of Weston, Lewis County, West Virginia,
this day personally appeared before me in my said County and took and subscribed the following oath of

I, Jon J. Tucci, do solemnly swear that I will support the Constitution
of the United States and the Constitution of the State of West Virginia; and I further swear, that I will
faithfully discharge the duties of Council Ward II of the City of Weston, Lewis
County, to the best of my skill and judgement. So help me God.

Jon J. Tucci
Affiant

Given under my hand and official seal this 23 day of June, 1995
Joyce A. Brown
Notary, Public, Lewis County, West Virginia

My Commission expires February 12, ~~2002~~

State of West Virginia,
County of Lewis,
City of Weston, to-wit:

The foregoing oath of office was this day filed with me as Clerk of the City of Weston, this 23rd
day of June, 1995.

Joyce A. Brown
Clerk of the City of Weston, West Virginia

STATE OF WEST VIRGINIA,
COUNTY OF LEWIS,
CITY OF WESTON, to-wit:

I, Joyce A. Brown, Notary Public within and for the County and State,
aforesaid, hereby certify that John W. Oliver, who has been duly elected to the
office of Council Ward III of the City of Weston, Lewis County, West Virginia,
this day personally appeared before me in my said County and took and subscribed the following oath of
office:

I, John W. Oliver, do solemnly swear that I will support the Constitution
of the United States and the Constitution of the State of West Virginia; and I further swear, that I will
faithfully discharge the duties of Council Ward III of the City of Weston, Lewis
County, to the best of my skill and judgement. So help me God.

John W. Oliver
Affiant

Given under my hand and official seal this 28 day of June, 1995.

Joyce A. Brown
Notary, Public, Lewis County, West Virginia

My Commission expires February 12, 2002

State of West Virginia,
County of Lewis,
City of Weston, to-wit:

The foregoing oath of office was this day filed with me as Clerk of the City of Weston, this 28
day of June, 1995.

Joyce A. Brown
Clerk of the City of Weston, West Virginia

STATE OF WEST VIRGINIA,
COUNTY OF LEWIS,
CITY OF WESTON, to-wit:

I, Joyce A. Brown, Notary Public within and for the County and State,
aforesaid, hereby certify that ~~K. Barbara Phillips~~, who has been duly elected to the
office of Council Ward IV of the City of Weston, Lewis County, West Virginia,
this day personally appeared before me in my said County and took and subscribed the following oath of

office:
I, K. Barbara Phillips, do solemnly swear that I will support the Constitution
of the United States and the Constitution of the State of West Virginia; and I further swear, that I will
faithfully discharge the duties of Council Ward IV of the City of Weston, Lewis
County, to the best of my skill and judgement. So help me God.

K. Barbara Phillips
Affiant

Given under my hand and official seal this 15 day of June, 1995.

Joyce A. Brown
Notary Public, Lewis County, West Virginia

My Commission expires February 12, ~~19~~ 2002

State of West Virginia,
County of Lewis,
City of Weston, to-wit:

The foregoing oath of office was this day filed with me as Clerk of the City of Weston, this 15th
day of June, 1995.

Joyce A. Brown
Clerk of the City of Weston, West Virginia

STATE OF WEST VIRGINIA,
COUNTY OF LEWIS,
CITY OF WESTON, to-wit:

I, Betty J. Brooks, Notary Public within and for the County and State,
aforesaid, hereby certify that Charles W. Wilson, who has been duly elected to the
office of Council Ward I of the City of Weston, Lewis County, West Virginia,
this day personally appeared before me in my said County and took and subscribed the following oath of

I, Charles W. Wilson, do solemnly swear that I will support the Constitution
of the United States and the Constitution of the State of West Virginia; and I further swear, that I will
faithfully discharge the duties of Council Ward I of the City of Weston, Lewis
County, to the best of my skill and judgment. So help me God.

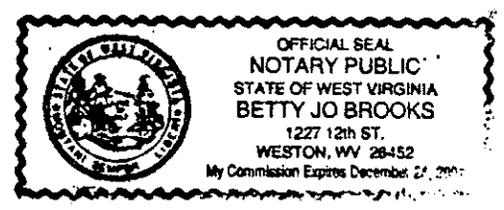
[Signature]
Affiant

Given under my hand and official seal this 6 day of July, 1995.

Betty Jo Brooks
Notary, Public, Lewis County, West Virginia

My Commission expires December 26, 2001

State of West Virginia,
County of Lewis,
City of Weston, to-wit:



The foregoing oath of office was this day filed with me as Clerk of the City of Weston, this 6
day of July, 1995.

Betty Jo Brooks
Clerk of the City of Weston, West Virginia



AN ORDINANCE PROVIDING FOR A TAX ON PURCHASES OF INTOXICATING LIQUORS.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WESTON:

As authorized and empowered by Section 13a, 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 189

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, ART. 13 OF THE CODE OF WEST VIRGINIA.

Whereas, by virtue of Chapter 16-Article 13, Section 15, 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 two 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 must be succeeded by a person not an engineer.

4. No officer or employee of the City of Weston, whether holding said or said office, shall be eligible to appointment on said Sanitary Board until at least one year after the expiration of the term of his public office.

5. Said appointments shall originally be appointed for terms of two and three years respectively, and upon the expiration of each such term, and each succeeding term, an appointment of a successor shall be made in like manner for a term of three years. Vacancies shall be filled for an unexpired term in the same manner as the original appointment. Each Member shall give bond, if any, as may be required by ordinance.

6. 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 a member or members of the Sanitary Board. The Vice-Chairman, Secretary and Treasurer shall hold office as such at the will of the Sanitary Board. The Members of the Sanitary Board shall receive, as compensation for their services, the sum of \$ 25.00 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 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 18 of the Code of West Virginia.

9. The Sanitary Board shall have power to establish by-laws, rules and regulations for its own government.

10. This ordinance shall be in effect from passage.

NOVEMBER 21, 1996

THIS IS TO VERIFY THAT THE MAYOR JOHN C. BURKHART IS OVER THE
SANITARY BOARD DUE TO HIS 2 YEAR TERM WITH THE CITY. AS OF JULY 1,
1995 HE TOOK OFFICE AS MAYOR AFTER AN ELECTION.

CITY CLERK,
BETTY JO BROOKS
11-21-1996

07	Bernhardt's Clothes, Inc.	Uniforms	184.45
08	Bell Atlantic	Monthly Service	505.47
09	Matthews Brothers Wholesale	Fuel	197.38
10	WV Dept. of Highways	Fuel	638.53
11	Weston Sanitary Board	Monthly Service	41.87
12	WV-American Water Company	Monthly Service	31.69
13	George Blake	Mileage	62.50
14	Vinson A. Ryder, Jr.	Mileage	3.00
15	Allied Paper Supply	Towels	36.57
16	Work America Uniform Co.	Raincoat	89.00
17	Randall Z. Posey	Mileage	105.00
18	WV Public Employees Insurance Agency	Health Insurance Prem.	5,532.62
19	State Tax Commissioner	Withholdings for May	864.43
20	Police Pension Fund	Withholdings for May	548.00
21	Firemen's Pension Fund	Withholdings for May	351.13
22	Capital Guardian Trust Company	IRA Withholdings for May	200.00
23	WV Public Retirement Board/Pers	Withholdings for May	1,944.81
24	American Family Life Assur. Co.	Cancer Insurance	269.39
25	The Equitable Life	Additional Life Insurance	26.89
204	START PAYROLL	05/02/94	
229	END PAYROLL	"	8,670.81
231	START PAYROLL	05/11/94	
238	END PAYROLL	"	1,480.13
240	START PAYROLL	05/19/94	
266	END PAYROLL	"	10,423.10
			<u>94,887.48</u>

MINUTES

June 6, 1994

The Common Council of the City of Weston met for its regular monthly meeting on Monday, June 6, 1994, at 7:30 p.m., with Mayor John C. Burkhardt calling the meeting to order.

Councilmembers present for the meeting were Forrest Fury, Clyde Gidley, John Oliver and Dwight Osborn. Other City Officials present were Street Commissioner Roy, City Clerk Joyce Brown, City Attorney Gale Carroll, Chief of Police George Blake, Fire Chief Ed Griffin, and Building Inspector Mike Young. Police Officer's present were Jessie Crites, Al Mick, and Ed Browning. Citizens of Weston present for the meeting were Mike Hitt and Lewis Pellegrin.

Councilman Fury entered a motion to approve the minutes of the previous meeting as presented. Councilman Oliver seconded the motion and the motion passed.

Councilman Fury then made a motion to approve Departmental Reports as presented. Councilman Osborn seconded it. The motion carried with all in favor.

Approval of the outstanding bills came on a motion by Councilman Oliver and Councilman Fury seconded the motion. The motion carried.

In old business, Councilman Gidley made a motion to approve the second reading of, "AN ORDINANCE AMENDING, ENACTING AND RE-ENACTING SECTION 28-94 OF ARTICLE V OF THE OFFICIAL CODE OF THE CITY OF WESTON, LEWIS COUNTY, WEST VIRGINIA, BY ADDING HERETO NEW SUBSECTIONS DESIGNATED SUBSECTIONS (a) AND (b) PROHIBITING THE RIDING OF BICYCLES ON THE SIDEWALKS OF THE BUSINESS AREAS OF THE CITY AND REQUIRING THE WEARING OF A HELMET BY ANY PERSON OPERATING A BICYCLE." Councilman Fury seconded the motion and the motion carried.

Mike Hitt appeared before Council and requested that the Street Fee be added to the ballot in the upcoming election in June of 1995. He stated that there was enough signatures on the petition to warrant his request. After much discussion, Councilman

Oliver made a motion to rescind the Street Fee Ordinance. The motion died for a second. Councilman Fury then made a motion to bill the Street Fee in July as been previously discussed. Councilman Gidley seconded the motion. The motion with Councilman Osborn voting "aye" and Councilman Oliver opposing.

In new business, Council agreed that the second handicap parking space requested at 302 Broad Street was not needed.

Next, Shawn Allen from Arnold Street appeared before Council. He asked Council replace missing blacktop that is causing his basement to flood and the foundation of his house to deteriorate. Council instructed Street Commissioner to check into the matter.

Building Inspector Mike Young informed Council that the property on Tenth Avenue was making good progress and should be liveable within two weeks. He also requested permission to fine anyone who refuses to buy a building permit, as it is in the State Code. Attorney Carroll stated that the public needed to be educated on this matter.

Concerned Citizen Lewis Pellegrin appeared before Council and asked that they re-consider their previous motion on removing all parking meters in front of the Western Roundup Club and the Dixie Club. After much discussion on the matter, Councilman Gidley stated that it was, indeed, the intentions of Council to remove all parking meters. Clerk Brown stated that the minutes from the previous meeting stated that two meters be removed and a loading zone provided in place of those meters. Councilman Fury made a motion for all meters to be removed and a thirty (30) minute loading zone to be provided on the North end of the sidewalk. Councilman Oliver seconded the motion. The motion carried.

Street Commissioner Roy then stated that 90.38 tons of rubbish had been removed away during the City's annual Spring Clean-up.

Councilman Osborn entered a motion to close First Street to Second Street for the Street Fair to be held on June 11, 1994 from 9 a.m. to 5 p.m., leaving a loading zone open. Councilman Oliver seconded the motion and it carried.

Councilman Fury made a motion to accept Cpl. James David Clevenger's resignation as of June 6, 1994. Councilman Gidley second the motion and it passed. Chief then requested permission to approve payment of Cpl. Clevenger for 3 to 4 cases in Magistrate Court. Councilman Osborn made a motion to approve the Chief's resignation. Councilman Fury seconded. The motion carried.

Council concurred to Mayor Burkhart's request that no parking tickets be issued on Saturday's.

Mayor Burkhart informed Council that Mr. Frank Angotti's term on the Clinton Weston Sanitary Board will expire on June 30, 1994. However, Mr. Angotti had agreed to serve another three-year term if the Council so desired. Councilman Oliver made a motion to re-appoint Mr. Angotti to the Sanitary Board with Councilman Fury seconding the motion. The motion carried with all in favor.

The only Attorney Carroll had to add was that the new helmet law should go into effect as of July 1, 1994.

Council went into Executive Session at 8:50 p.m. at Chief Blake's request. Council came out of Executive Session at 9:25 p.m. and returned to regular session.

Chief Blake requested a salary increase for the police officers using Arboogast's wages, since he will not be returning to the force. Also, his position would not be filled.

Chief Blake then requested permission to hire one part-time police officer. Chief Blake's request was agreed to by Councilman Fury. Councilman Fury entered a motion to increase meter bag rental to \$5.00 per day, lot rental space to \$15.00 per month and all on-street parking space rental to \$10.00 per month. Councilman Oliver seconded the motion and it carried. With no further business to discuss, Councilman Fury made a motion to adjourn the meeting at 9:35 p.m. Councilman Oliver seconded it and the motion passed.

John C. Burkhardt Clerk *John C. Burkhardt* Mayor

PAYMENTS FOR JUNE 1994

GENERAL FUND

Susan S. Moore	Mileage	62.50
The Citizens Bank of Weston	Payroll Taxes	2,773.49
Child Advocate Office	Garnishee-C. Clem	83.08
Child Advocate Office	Garnishee-Bill Rowan	25.00
Capitol Security	Parking Ticket	3.00
Remittance Processing	Reg. Jail, CVC, & LET	1,290.00
U. S. Postmaster	Stamps	116.00
Alfred Exterminating	Monthly Service	31.00
VOID-----		
Bill Kelly, Inc.	Brake Line	33.35
Butcher-Layfield Lumber Co.	Glass & Compound	7.92
Hope Gas Company	Monthly Service	60.34
Matthews Brothers Wholesale	Fuel	114.60
Monongahela Power Company	Monthly Service	653.93
Monongahela Power Company	Street Lighting	3,540.20
Weston Democrat, Inc.	Advertisement	22.00
Weston Sanitary Board	Monthly Service	27.20
Weston Transfer, Inc.	Monthly Service	170.75
WV Welding Supply Company	Oxygen	25.44
A T & T	Maintenance	46.85
Shirley Burkhardt	Contracted Services	125.00
AFCO	Insurance	3,114.99
Rite Aid Pharmacy	Film & Developing	41.72
A T & T	Leased Equipment	55.92
Office Sales & Service	Office Supplies	55.56
ProCom, Inc.	Monthly Service	25.29
Appalachian Tire Products	1 Tire-Police Dept.	47.63
Cogar Custom	Tire Repair	10.00
Sam's Club Direct	Late Charge	2.64
VOID-----		
Stamped Envelope Agency	Envelopes	1,288.00
The Citizens Bank of Weston	Payroll taxes	300.11
The Citizens Bank of Weston	Payroll taxes	2,635.02
Child Advocate Office	Garnishee-C. Clem	83.08
Child Advocate Office	Garnishee-B. Rowan	25.00
Leland D. O'Neal	Audit Costs	1,800.00
AFCO	Insurance	3,114.99
WV Public Employees Insurance Agcy.	Health Insurance	5,532.62
State Tax Commissioner	Withholdings for June	911.23
Alfred Exterminating Co.	Monthly Service	31.00
Biser's Radio Service	Radio Repair	42.05
Bell Atlantic	Monthly Services	659.43
Fisher Auto Parts	Automobile Supplies	6.47
Foster Feed Company	Sand Mix	90.00
Hope Gas Company	Monthly Service	128.93
Monongahela Power Company	Monthly Service	1,794.76
Napa Auto Parts	Automobile Supplies	16.92
Rastle Auto Parts	Misc. Parts	59.97
J & M Car Care	Automobile Supplies	43.83
The Michie Company	WV Code Supp./Index	211.64
W. Dept. of Highways	Fuel	573.97
Weston Transfer, Inc.	Monthly Services	170.75
American Water Company	Monthly Service	639.64

#05812	Start Payroll	May 17, 1996	
#05837	End Payroll	May 17, 1996	9,020.62
#05838	Start Payroll	May 31, 1996	
#05863	End Payroll	May 31, 1996	9,299.24

RECESSED MEETING

May 10, 1996

The recessed meeting of the Common Council of the City of Weston was called to order by Mayor pro-tem John Oliver at 4:15 p.m. Mr. Oliver asked that the ladies present, Mrs. Tina McHenry and Mrs. Rick James from Haleville speak of their problems concerning the drainage on Cemetery Street and the problems with the flooding last week. Council told them that they were on Glen's list and he would get to them as soon as he could.

Ken Fry from West Virginia Surplus was to be contacted by Michael Young, Bill Rowan, and John Oliver concerning the purchases of a backhoe, bobcat, bulldozer, street sweeper, two backhoes, two criusers and two four-wheel drives.

There are problems all over Weston that need to be discussed, analyzed and repaired. Elastic barriers needed to be put up at all the holes in the city.

Jon Tucci made the motion to take from the General Fund the sum of \$10,000 to give to the Street Department to purchase a backhoe and for maintenance and repair of a backhoe. Barbara phillips seconded the motion. Charles Wilson discussed with Council his objection to a total of \$5,000 being used for the backhoe, but to set aside for the repair of the backhoe brakes, a new bucket purchase and other necessities for the backhoe. Betty Brooks would have to revise the budget and was against the spending from City Funds. Chuck Wilson said about \$5,000 would be coming in from bids and selling of the equipment and \$11,000 going out of the General Fund would not be much difference. There was no more discussion on the matter and the motion on the floor carried.

Mike Young talked about a complaint from Deputy Rinehart concerning the mud on Terrace Avenue. Chuck Wilson said that it was the State's problem, not the City's as it was not in the City limits. Jon Tucci made the motion to adjourn the meeting at 5:00 p.m. Barbara Phillips seconded the motion. Meeting adjourned.

Meeting was called back into session at 5:55 p.m. by Mayor pro-tem John Oliver and Chuck Wilson made the motion to rescind the permission given to Glen Greathouse for the Summer Youth Program, as the Street Commissioner was not interested in participating this year. Jon Tucci seconded the motion. Meeting again adjourned at 6:00 p.m.

Barbara Phillips
Clerk

John C. Rinehart
Mayor

MINUTES

June 3, 1996

THE COMMON COUNCIL OF THE CITY OF WESTON met Monday, June 3, 1996 in the Council Chambers of the Municipal Building. Mayor John Burkhart called the meeting to order at 7:00 p.m.

First item on the agenda was approval of minutes. The Minutes for April 29, 1996 special meeting for the Cemetery Board needed to be corrected. Second paragraph stated that Mr. Bob James was not at the meeting. It should have read Mr. Rick James. Third paragraph stated that Mr. Rockwell has been executive secretary since 1988. It should have read Shirley Burkhart has been the executive secretary since 1990. Fourth paragraph needed to be added: the annual care for the full lots (ten spaces) is \$30.00; half lot (five spaces) is \$15.00; and a single space is \$5.00. This year, as of May 28, 1996, we have only collected \$520.00. A lot of owners say they will cut their own lots, but this does not help in any way to the up-keep of the cemetery. This year alone they have paid Hoover Construction Company \$43.50 for snow removal for a funeral when the City did not have time to do it. Payments in the amount of \$275.00 have also been made to Jones Monument to repair and reset monuments due to vandals and weather.

The minutes were corrected for May 6, 1996 the total amount of outstanding bills was \$15,114.37. Barbara Phillips made the motion to approve minutes as corrected. Jon Tucci seconded the motion. Motion Carried.

Jon Tucci asked Ed Griffin to explain about his total loss in the City he had on his departmental report. Ed explained. John Oliver made a motion to accept departmental reports. Barbara Phillips seconded the motion.

Jon Tucci asked Betty Brooks, City Clerk, to type Glen's report monthly, and Betty stated that if it was in before the packets were sent out, the clerk's office would do it. Charles Wilson made a motion to accept the Treasurer's report. Jon Tucci seconded the motion. Motion Carried.

The outstanding bills were brought to the table for discussion. John Oliver asked about the Hope Gas bill for the City Building. The bill should be \$322.65 not \$562.00. Charles Wilson asked about Progressive Bank for the Street Department and was advised that the bill is the monthly payment on the new truck. A question was asked about the bill for City Attorney Weber for the police department, and it was set aside for further observation. Charles Wilson made a motion to approve outstanding bills with the exception of the bill for Weber & Weber, which should be corrected to \$102.71. John Oliver seconded the motion. Motion Carried.

John Oliver asked why there were so many parts purchased for the Police Department and the Street Department for the month of May. George Blake said that his cruisers were falling apart, and in need of repair. Glen Greathouse says that he is continually needing parts for his equipment.

Barbara Phillips discussed the parking meters on Main Street. The Mayor said that it was Council's call about the parking meters. Jon Tucci asked about the chalking of tires, and George Blake said that he did not have the manpower for the job. Barbara Phillips suggested tabling the matter, but Chuck Wilson stated that

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it is a matter that needed to be handled, since it has been a topic for three months. Chuck Wilson stated that he felt removing the meters would bring more business downtown. The Mayor stated that if the meters were changed, there would be a fee of approximately \$8.36 each to the otehr meters. Chuck Wilson suggested increasing the rates on the remaining meters to cover the cost of the forty meters to be removed. Mr. Wilson also suggested that the parking lots' rates be increased from \$15.00 to \$25.00 per month. This rate increase would be in effect for one year, and then Council would review the City's benefits. Jon Tucci seconded the motion. Motion Carried. Removal of the parking meters will begin on July 1, 1996, the beginning of the City's fiscal year.

Next item on the agenda was the bidding of the City's accounts by the local financial institutions. Matthew McLaughlin, from the Edward D. Jones Company, presented Council with literature concerning his proposal. Chuck Wilson expressed his idea of how the sweep account works on a daily balance. Debbie Radcliff with Huntington Banks read her bid to the Council. Chuck Wilson read the bid from the Citiaen's Bank, as they had not sent a representative to the Council meeting. Jon Tucci made the motion to move the Coal Severance checking and savings accounts and the General Fund checking and savings accounts to the Huntington Bank. A special meeting is needed for the pension boards prior to deciding on the moving of those accounts. Chuck Wilson stated for the record that he was abstaining from the vote on moving City funds, due to the fact that he is a member of the Board of Directors at Huntington Banks, and owns a rental building leased by Edward D. Jones Company. Barbara Phillips seconded the motion.

Michael Young discussed dressing up Weston. Several Places had been brought to his attention: 3 Center Street, 418 Center Street (John Weber home), House on Willow Street that water runs through.

The Street Department needed to rebid several items which had been previously offered for bid in the Weston Democrat. Glen was advised to get with the City Clerk, and the bids will have two weeks to come in.

Bob Taylor spoke on the McGary sink holes, he presented Council with pictures of a large hole on Locust Street which is ten feet six inches long, and six and one-half feet wide, and seven feet deep. He told Council that immediate attention was needed on this matter. A Mr. Wingard had talked to Barbara Phillips earlier in the matter, and Glen needed to fix a culvert to correct this matter. Chuck Wilson moved to ask the Street Department to give this problem the emergency attention that is needed. Jon Tucci seconded the motion.

Janey Darlington and Jim Roy talked about the McGary culvert and the project they now have, and he presented Council with the Contract to sign. Attorney Weber wanted to let the Council know about the possibility of liability.

George and Enid Fisher of Shady Drive talked about the sink hole on their property in front of the garage. Council advised Mr. Fisher that he was on the list, and that Glen would get to it as soon as possible.

The Council went back to talking about the McGary Project, and Chuck Wilson made the motion to take \$5,000 out of General Fund savings, and get Larry Rhine from MSES Consultants for the Engineering of the McGary project. Barbara Phillips seconded the motion. It was stated for the record that Jon Tucci abstained from the vote because he is employed by MSES Consultants as an oil and gas consultant.

While others in the room had questions from McGary, Reverend Clifford West asked about the mud being removed from the roadway. If this incident happened again, he wanted the Water company not to add the extra water to their bills since they were using their own hoses and utilities. Council told him that the city did not own its own utilities so he would have to contact the water company directly. The Mayor was given permission to sign the contract for McGary.

Margaret Mayo talked about the speed limit on Lee Street. She asked council to put up speed bumps on the street. Jon Tucci asked that George Blake and Glen Greathouse handle the matter.

Bud and Goldie Starrett talked about their driveway being ruined by rain, mud and other water problems. Chuck Wilson stated that they were on Glen's list and the pipe money was already granted to Glen as soon as he could get to it.

Bill Adler read a letter that he wanted Council to hear about a new library and conference center to be built at Jackson's Mill. If Council would, he wanted a letter to be sent so that the University would know it would be great for our city for this type of project to be built in our community. Chuck Wilson made a motion for the Mayor to sign the letter when Bill Adler drafts it. Tracey said it did not need a motion, just sign it.

Ed Griffin put together a packet on all fire fees, and wanted council to review the package prior to deciding on an ordinance with a municipal fee. Betty Brooks will copy council on the packet.

Jon Tucci asked Mike Young about 517 Center Street and about the building on West Second Street. Mike Young said the reason they quit tearing down was because of asbestos.

The Street Department quoted to council the price of pipe and fittings. Glen stated the Cemetery Street alone would be a couple of thousand dollars.

Jon Tucci told Glen that Mannich's Florist is going to be blacktopping their driveway, and they would pay 50% of the cost if the City would help blacktop the alley behind their business on Post Office Drive. Council accepted the offer.

Charles Wilson found a street sweeper he had seen in Morgantown, and showed

property
and

council pictures and discussed the convenience of its size. Jon Tucci had also obtained information about a pothole patcher which one man could operate. Mike Young stated that he, Bill Rowan and Betty Jo Brooks had written a letter to the West Virginia Surplus in hope of getting some equipment for the City. Letters have been sent out, but no reply has been received.

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While addressing Police Department matters, George Blake asked that June Mackey be permitted to purchase software for her computer. The software could be purchased now at a cost of \$1,250 through September, if purchased later, the cost would be \$2,875. Chief Blake advised Council that he had \$1,500 in his budget for capital outlay. Chuck Wilson made the motion to let the Police Department purchase the software. Jon Tucci seconded the motion.

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Brian Kunkel is going to training on June 8, 1996 for fourteen weeks, and George wanted to buy him some uniforms for him for camp. Barbara Phillips made the motion to let Chief Blake purchase the uniforms and equipment he needed. Chuck Wilson seconded the motion. Motion Carried.

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Glen

A new cruiser was discussed for the Police Department. George said that he could get it for \$19,515 with a six to eight week delivery. He needed to know by Thursday in order to get the cruiser at a good price. Chuck Wilson made a motion for George to go ahead if it can be done legally without bids if it is a state bid. Jon Tucci seconded the motion.

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Chuck Wilson amended a motion for the Monongahela Power Company contract. He wanted to see if the City could get it on a three year bid or a five year bid instead of a ten year contract. Jon Tucci seconded the motion. Motion Carried.

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The Mayor said he wanted a retraction run in the paper concerning the article three weeks ago which stated that he had stolen the Monongahela Power contract from the Clerk's office. Betty Jo Brooks stated that she did not say he took it or stole it, she said that he had the copy and he had gotten it while she was off from her car wreck. All originals are to be kept in her office. She had no idea what happened to it, and the council wanted it back. Chuck Wilson wanted to discuss it. The paper took it out of context. Golden said he would run a retraction.

review
books

The Mayor stated that Jim Anderson's term was soon to be up on the Sanitary Board. John Oliver made a motion to accept Jim Anderson back on the Board. Chuck Wilson seconded the motion. Motion Carried.

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Mayor Burkhart stated that he had reports of someone carrying a snake around his neck walking down the street. Council and City Attorney W.T. Weber III stated there was no ordinance to say he could not carry the snake.

Glen

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Jon Tucci made a comment on the rate hike on TCI and Chuck Wilson asked for a Franchise Fee Report for the next meeting, and Betty Brooks said that she would have it for council.

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Mayor Burkhart stated the Senior Citizen's Center was having their building fund drive and wanted to know if the city wanted to contribute. There was no reply from council.

7	Bernhardt's Clothes, Inc.	Uniforms	184.45
8	Bell Atlantic	Monthly Service	505.47
9	Matthews Brothers Wholesale	Fuel	197.38
0	WV Dept. of Highways	Fuel	638.53
1	Weston Sanitary Board	Monthly Service	41.87
2	WV-American Water Company	Monthly Service	31.69
3	George Blake	Mileage	62.50
4	Vinson A. Ryder, Jr.	Mileage	3.00
5	Allied Paper Supply	Towels	36.57
6	Work America Uniform Co.	Raincoat	89.00
7	Randall Z. Posey	Mileage	105.00
8	WV Public Employees Insurance Agency	Health Insurance Prem.	5,532.62
9	State Tax Commissioner	Withholdings for May	864.43
0	Police Pension Fund	Withholdings for May	548.00
1	Firemen's Pension Fund	Withholdings for May	351.13
2	Capital Guardian Trust Company	IRA Withholdings for May	200.00
3	WV Public Retirement Board/Pers	Withholdings for May	1,944.81
4	American Family Life Assur. Co.	Cancer Insurance	269.39
5	The Equitable Life	Additional Life Insurance	26.89
6	START PAYROLL	05/02/94	
7	END PAYROLL	"	8,670.81
8	START PAYROLL	05/11/94	
9	END PAYROLL	"	1,480.13
0	START PAYROLL	05/19/94	
1	END PAYROLL	"	10,423.10
			<u>94,887.48</u>

MINUTES

June 6, 1994

The Common Council of the City of Weston met for its regular monthly meeting on Monday, June 6, 1994, at 7:30 p.m., with Mayor John C. Burkhart calling the meeting to order.

Councilmembers present for the meeting were Forrest Fury, Clyde Gidley, John Oliver and Dwight Osborn. Other City Officials present were Street Commissioner Roy, City Clerk Joyce Brown, City Attorney Gale Carroll, Chief of Police George Blake, Fire Chief Ed Griffin, and Building Inspector Mike Young. Police Officer's present were Jessie Crites, Al Mick, and Ed Browning. Citizens of Weston present for the meeting were Mike Hitt and Lewis Pellegrin.

Councilman Fury entered a motion to approve the minutes of the previous meeting as presented. Councilman Oliver seconded the motion and the motion passed.

Councilman Fury then made a motion to approve Departmental Reports as presented. Councilman Osborn seconded it. The motion carried with all in favor.

Approval of the outstanding bills came on a motion by Councilman Oliver and Councilman Fury seconded the motion. The motion carried.

In old business, Councilman Gidley made a motion to approve the second reading of "AN ORDINANCE AMENDING, ENACTING AND RE-ENACTING SECTION 28-94 OF ARTICLE V OF THE OFFICIAL CODE OF THE CITY OF WESTON, LEWIS COUNTY, WEST VIRGINIA, BY ADDING HERETO NEW SUBSECTIONS DESIGNATED SUBSECTIONS (a) AND (b) PROHIBITING THE RIDING OF BICYCLES ON THE SIDEWALKS OF THE BUSINESS AREAS OF THE CITY AND REQUIRING THE WEARING OF A HELMET BY ANY PERSON OPERATING A BICYCLE." Councilman Fury seconded the motion and the motion carried.

Mike Hitt appeared before Council and requested that the Street Fee be added to the ballot in the upcoming election in June of 1995. He stated that there was enough signatures on the petition to warrant his request. After much discussion, Councilman

Oliver made a motion to rescind the Street Fee Ordinance. The motion died for a second. Councilman Fury then made a motion to bill the Street Fee in July. It has been previously discussed. Councilman Gidley seconded the motion. The motion carried with Councilman Osborn voting "aye" and Councilman Oliver opposing.

In new business, Council agreed that the second handicap parking space requested at 302 Broad Street was not needed.

Next, Shawn Allen from Arnold Street appeared before Council. He asked Council replace missing blacktop that is causing his basement to flood and the foundation of his house to deteriorate. Council instructed Street Commissioner to check into the matter.

Building Inspector Mike Young informed Council that the property on Tenth Avenue was making good progress and should be liveable within two weeks. He also requested permission to fine anyone who refuses to buy a building permit, as it is in the State Code. Attorney Carroll stated that the public needed to be educated on this matter.

Concerned Citizen Lewis Pellegrin appeared before Council and asked that Council re-consider their previous motion on removing all parking meters in front of the Western Roundup Club and the Dixie Club. After much discussion on the matter, Councilman Gidley stated that it was, indeed, the intentions of Council to remove all parking meters. Clerk Brown stated that the minutes from the previous meeting stated that two meters be removed and a loading zone provided in place of those meters. Councilman Fury made a motion for all meters to be removed and a thirty (30) minute loading zone to be provided on the North end of the sidewalk. Councilman Oliver seconded the motion. The motion carried.

Street Commissioner Roy then stated that 90.38 tons of rubbish had been removed away during the City's annual Spring Clean-up.

Councilman Osborn entered a motion to close First Street to Second Street for the Street Fair to be held on June 11, 1994 from 9 a.m. to 5 p.m., leaving a fire lane open. Councilman Oliver seconded the motion and it carried.

Councilman Fury made a motion to accept Cpl. James David Clevenger's resignation as of June 6, 1994. Councilman Gidley second the motion and it passed. Chief then requested permission to approve payment of Cpl. Clevenger for 3 to 4 cases in Magistrate Court. Councilman Osborn made a motion to approve the Chief's request. Councilman Fury seconded. The motion carried.

Council concurred to Mayor Burkhart's request that no parking tickets be issued on Saturday's.

Mayor Burkhart informed Council that Mr. Frank Angotti's term on the City of Weston Sanitary Board will expire on June 30, 1994. However, Mr. Angotti had to serve another three-year term if the Council so desired. Councilman Oliver made a motion to re-appoint Mr. Angotti to the Sanitary Board with Councilman Fury seconding the motion. The motion carried with all in favor.

The only Attorney Carroll had to add was that the new helmet law should be put into effect as of July 1, 1994.

Council went into Executive Session at 8:50 p.m. at Chief Blake's request. Council came out of Executive Session at 9:25 p.m. and returned to regular session.

Chief Blake requested a salary increase for the police officers using Arbogast's wages, since he will not be returning to the force. Also, his position would not be filled.

Chief Blake then requested permission to hire one part-time police officer. Councilman Fury entered a motion to increase meter bag rental to \$5.00 per day, lot rental space to \$15.00 per month and all on-street parking space rental to \$10.00 per month. Councilman Oliver seconded the motion and it carried. With no further business to discuss, Councilman Fury made a motion to adjourn at 9:35 p.m. Councilman Oliver seconded it and the motion passed.

W. J. Brown Clerk *John C. Burkhardt* Mayor

PAYMENTS FOR JUNE 1994

GENERAL FUND

Susan S. Moore	Mileage	62.50
The Citizens Bank of Weston	Payroll Taxes	2,773.49
Child Advocate Office	Garnishee-C. Clem	83.08
Child Advocate Office	Garnishee-Bill Rowan	25.00
Capitol Security	Parking Ticket	3.00
Remittance Processing	Reg. Jail, CVC, & LET	1,290.00
U. S. Postmaster	Stamps	116.00
Alfred Exterminating	Monthly Service	31.00
VOID		
Bill Kelly, Inc.	Brake Line	33.35
Butcher-Layfield Lumber Co.	Glass & Compound	7.92
Hope Gas Company	Monthly Service	60.34
Matthews Brothers Wholesale	Fuel	114.60
Monongahela Power Company	Monthly Service	653.93
Monongahela Power Company	Street Lighting	3,540.20
Weston Democrat, Inc.	Advertisement	22.00
Weston Sanitary Board	Monthly Service	27.20
Weston Transfer, Inc.	Monthly Service	170.75
WV Welding Supply Company	Oxygen	25.44
A T & T	Maintenance	46.85
Shirley Burkhardt	Contracted Services	125.00
AFCO	Insurance	3,114.99
Rite Aid Pharmacy	Film & Developing	41.72
A T & T	Leased Equipment	55.92
Office Sales & Service	Office Supplies	55.56
ProCom, Inc.	Monthly Service	25.29
Appalachian Tire Products	1 Tire-Police Dept.	47.63
Cogar Custom	Tire Repair	10.00
Sam's Club Direct	Late Charge	2.64
VOID		
Stamped Envelope Agency	Envelopes	1,288.00
The Citizens Bank of Weston	Payroll taxes	300.11
The Citizens Bank of Weston	Payroll taxes	2,635.02
Child Advocate Office	Garnishee-C. Clem	83.08
Child Advocate Office	Garnishee-B. Rowan	25.00
Leland D. O'Neal	Audit Costs	1,800.00
AFCO	Insurance	3,114.99
WV Public Employees Insurance Agcy.	Health Insurance	5,532.62
State Tax Commissioner	Withholdings for June	911.23
Alfred Exterminating Co.	Monthly Service	31.00
Biser's Radio Service	Radio Repair	42.05
Bell Atlantic	Monthly Services	659.43
Fisher Auto Parts	Automobile Supplies	6.47
Poster Feed Company	Sand Mix	90.00
Hope Gas Company	Monthly Service	128.93
Monongahela Power Company	Monthly Service	1,794.76
Napa Auto Parts	Automobile Supplies	16.92
Rastle Auto Parts	Misc. Parts	59.97
J & M Car Care	Automobile Supplies	43.83
The Michie Company	WV Code Supp./Index	211.64
WV Dept. of Highways	Fuel	573.97
Weston Transfer, Inc.	Monthly Services	170.75
WV-American Water Company	Monthly Service	639.64

MINUTES
July 1, 1996

COMMON COUNCIL OF THE CITY OF WESTON met Monday, July 1, 1996, in the Council Room of the Municipal Building. Honorable John C. Burkhart called the meeting to order at 7:02 p.m.

Minutes were corrected for the June 14, 1996 meeting by Councilman Jon Tucci to reflect that June 20, 1996 was the kickoff date for Homecoming 1996, and that the Homecoming program would last throughout the year of 1996.

Barbara Phillips stated that the minutes of June 14, 1996 should not have read that she had other plans and could not be certain that far in advance due to illness in her family. Chuck Wilson made the motion to approve minutes from June 3, 1996, June 10, 1996, June 17, 1996 and June 25, 1996 with the noted corrections. Jon Tucci seconded the motion. Motion carried.

Chuck Wilson stated that all persons here tonight should read a copy of the meeting minutes. Citizens present at that meeting had a great deal of good

John Tucci made a motion to approve departmental reports as presented to council. John Oliver seconded the motion. Motion Carried.

John Burkhart stated that the date on the Treasurer's report be corrected to read "July." Chuck Wilson made a motion to approve the report and John Oliver seconded the motion. Motion Carried.

Chuck Wilson asked about the General Fund, and Betty Jo Brooks stated that we were in the red at the beginning of this year, and that the General Fund had no money for the bills and that we were in a lot better shape than this time. Chuck Wilson asked that council remember that Bob Davis will need to have \$3,000 to complete the surveying work at the old State Hospital property.

Outstanding bills were considered by Council. Jon Tucci asked for Kristen Wilkes, Clerk's office to make a chart on Lotus for a complete detail report on outstanding bills, so that it not only show who the bills are for and the amount due. Council would like to see all items purchased for the month. Chuck Wilson made the motion and Barbara Phillips seconded the motion. Motion Carried. No agreement.

Old business, Barbara Phillips talked about the parking meters. Chuck Wilson stated that no one had a problem with raising the parking meters but D.C. Bean wanted to speak and he was upset because of Main Street getting priority over other businesses. Jon Tucci said that it was voted on 4--0 and that as far as he was concerned it would stay that way. George Blake stated that Junior Ryder had ordered the meters and that it would take a while to replace them.

John Woods told Chuck Wilson that this was a very unfriendly community and that he was showing visitors that this town is no good.

By Weber, III

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Chuck Wilson stated that the Council are trying this for one year.

D.C. Bean said the chalking of tires will not work. Jon Tucci said that it was not to harm anyone, but to improve the downtown businesses.

Betty Jo Brooks said that she had talked to Sheila Rexroad at teh Citizen's Bank, and if the City would buy Taylor's Tire Shop, the bank employees would re spaces if they built a parking garage. The Council said that the price was not in the budget, and the idea was not good for Weston.

David Lester of the antique store had a problem with parking on Main Street and said he didn't mind the parking meters, just that they should be more time the meters for the money spent.

Mary James stated that she felt at Christmans time that parking should be because of the holiday shopping. Her husband, Melvin James, said why not upgr the meters to eight hours?

Tracey Weber said there should be an ordinance for parking meters drawn up

George Blake said there would be a signage problem. Council then decided leave as is until meter order comes in, then change for a trial basis for one

Tracey Weber said there needed to be two readings on an ordinance and that public meeting had to be held within seven days apart.

Charles Wilson stated that the municipal fee meeting, an open twon meeting great and that the citizens had great ideas and that the idea Bob Beck had for town clock was terrific. It needed to be checked into. Chuck Wilson said that he would talk to someone in town about it.

on to get bids on the street sweeper and the pothole patcher for the department, and that the City has a right to refuse and reject all bids. Phillips seconded the motion and the motion carried.

Brooks brought up about the TCI bill, and that the phone number for was on all the statements, and that the Clerk's office was getting calls a day from irate citizens concerning the TCI rated hike. Betty the phone number be removed from the bills. They can leave the address take off the phone number. After preparing a letter, Tracey Weber have the bottom paragraph off and send a letter requesting to take off number and leave the address and name on the bill. Terry White with TCI letter and said they need the bottom paragraph on the bill and he Brooks. Betty Brooks said she would ask council to let her send the her office is too busy to take all these calls daily. Council said to listen to Tracey and that we could ask them to take it off and that have a copy of the minutes sent with the request. Council agreed. Jon the motion to approve the request and John Oliver seconded the motion. ed.

Wilson asked about the rate hike and the Mayor said he would give Chuck number. Chuck Wilson said that he would draft a letter and send it to Tucci noted that he did not approve of rate hikes, he feels there needs alternative billing and a letter of protest. Chuck Wilson made a motion to or. Jon Tucci seconded the motion. Motion Carried.

Chief Ed Griffin invited everyone out for the Fourth of July fireworks. program is American-made shells. Ed wants to start searching for an truck for this new fiscal year and it was setup in his budget for payments. he could advertise for bids. Chuck Wilson made the motion to allow bid for bids for the truck. Jon Tucci seconded the motion. Motion The City reserved the right to refuse all bids on the truck. Gilmer County interested in purchasing the old fire truck. Ed also stated that the Governor's fund was in the upcoming budget for West Virginia and that he would cover sheet from the Clerk's office and that he would like to open August meeting.

Inspector Michael Young advised council that Mary James had asked about property on West Second Street and George Blake stated that it was being

Street Department, Glen Greathouse talked about the storm drains on his property on Cottage Street and said that it was an abandoned culvert. Jon Tucci asked if the City would be held liable? Tracey Weber said Glen, a street department employee, stated that Bob Atchison was the commissioner at the time, and the City is the one that started the project. said they had to take care of the problem and correct it.

from Dick Smith to Chuck Wilson was handed to Glen Greathouse for a drain in his yard. Glen said he has done everything possible and else could be done.

Leland Kesner sent a letter to all council persons and the Mayor about the hole in his backyard. If nothing is done, then he was going to fill it in himself. Chuck Wilson said they might have to contract it out and Glen said to go ahead. The Phase II McGary project will not take care of this problem. Chuck Wilson moved to bid the repair. Jon Tucci seconded the motion. Bill Brooks asked if they just couldn't put sheet metal and a barricade up until the project was started to avoid danger and liability. Mayor Burkhart said it was a good idea. Motion was approved to contract bids with a 4-0 vote, motion carried.

Dan Holt, resident of Spring Street, presented council with a problem which was added to Glen's list.

Connie Fisher stated that a ditch needed repair in McGary. Glen needs to put seed back where he had taken out grass and dirt. Barbara Phillips said that she and Bill Rowan made a list for the Governor's Contingency Fund and faxed it to Charleston to help with the McGary project.

Chief of Police George Blake stated that he was short two officers and that they have been to a psychologist for testing and they were ready to start training if they could be hired. Their names were Stanley Herrod and John Brand. Council asked about the budget, and Betty Brooks stated that George had enough for one officer and that there was enough for a half, and that the money could be found if the council could amend a previous problem with employment. Council stated that it would be discussed in an executive session. Charles Wilson moved for George to hire the two men and fill in his police department as long as it fit the guidelines within his budget. John Oliver seconded the motion.

W.T. Weber III then brought up about the Sanitary Board, Polk Creek renovation and that Walt Gilbertson would be the engineer for the project, with council's approval and at no cost to the City. Jon Tucci made the motion to let the Weston Sanitary Board hire Walt Gilbertson. Chuck Wilson seconded the motion.

Chuck Wilson asked Tracey about his work on the ordinances and Tracey said that he had to be a time frame for the parking meter ordinance and that the pothole ordinance was being reworded, and that the municipal fee was being studied upon. The proposed salary cannot be made for one year because of present council, but the Mayor's salary cannot be changed, because it is a West Virginia law requiring the amount a mayor makes yearly. The Sanitary Board and Police Judge's compensation can be controlled by Council.

City Clerk Betty Jo Brooks spoke about the City Business licenses and that the old form needed to be updated so that it would be fair for all merchants to pay the license required. With the help of Tracey Weber, Betty Jo Brooks is to check out the law about the allowable allowance and research and draft a change according to proper guidelines. Chuck Wilson made the motion, Barbara Phillips seconded the motion and the motion carried 4-0.

Mayor John Burkhart thanked Weston Post 1946 and Commander Lester for the fire outside the city building. The Mayor stated that the City was glad to take in any other donations from organizations would be gladly appreciated.

stated that on August 5, 1996 council should be at the meeting to
for the Sanitary Board. Monday, July 29, 1996 was a meeting with the
Sanitary Board meeting.

asked the Mayor about the collection of fines. He wanted to know
downstairs in the Police department and uncollected. Betty Jo Brooks
only knew what was in her office and the amount of parking tickets
was around two thousand dollars. George Blake stated that there was
in uncollected fines. The Mayor offered to go over the books with
any time.

made the motion to adjourn. John Oliver seconded the motion, and
adjourned at 9:30 p.m.

D.C. Bean, Charles Clem, Mike Clem, Todd James, Melvin James, Mary
t, Pam Hot, Billy Brooks, Cecelia Wood, David Lester, Golden Hamrick,
III, Jon Tucci, George Blake, Chuck Wilson, John Oliver, Ed Griffin,
se, Barbara Phillips, Betty Jo Brooks, John Burkhart and Michael Young.

Betty Jo Brooks
Clerk

John C. Burkhart
Mayor

JULY PAYMENTS

GENERAL FUND

Shirley Burkhart	Contracted Serv.	125.00
Permittance Processing	Monthly Fines	1,280.00
CSO	Ins. Premium	167.95
Michie	Cod Books	15.24
Poster Feed	Supplies/St. Dep.	224.85
Monongahela Power Co.	St. Lighting	2,994.01
Alfred Exterminating	Monthly Service	31.00
VOID		
Cons. Pub. Retirement	Monthly Retirement	1,690.12
Workers' Compens.	2nd Quart. Prem.	389.58
Postmaster	Police Postage	32.50
Acordia	City Insurance	7,075.00
Betty Jo Brooks	Petty Cash Office	358.34
WVPEIA	Ins. Premium	5,417.15
WVPEIA	Ins. Admin. Fee	84.28
AFLAC	Ins. Premium	298.21
VOID		
George E. Blake	Invest. Fuds	500.00
WVPEIA	Ins. Admin Fee	330.00
Lewis Co. 911	July Installment	1,000.00
Carl E. Griffin	Incr. Adjustment	42.69
VOID		
VOID		
Acacia House	Lic. Refund	0.50
DIG Transmission	Lic. Refund	0.50
Bur. of Empl. Prog.	2nd Quar. Premium	5,389.37
Fisher Auto Parts	St. Dept. Truck	553.14
Arnold F. Gruspe, M.D.	Physical	25.00
Hope Gas, Inc.	Lic. Refund	0.50



PETITION OF THE SANITARY BOARD

OF

CITY OF WESTON, WEST VIRGINIA

TO THE COUNCIL OF THE CITY OF WESTON, WEST VIRGINIA:

Pursuant to the provisions of Chapter 16, Article 13, Section 5, of the Code of West Virginia, 1931, as amended, the Sanitary Board (the "Sanitary Board") of The City of Weston, West Virginia (the "City"), hereby petitions the Council to enact an ordinance (the "Ordinance") which shall:

(a) set forth a brief and general description of extensions, improvements and betterments to the sewerage system of the City, more fully set forth in Exhibit A hereto (the "Project"), in accordance with plans and specifications prepared and filed by Kelly, Gidley, Blair & Wolfe, Inc., the engineers chosen by the Sanitary Board (the "Consulting Engineers");

(b) set forth the Cost of the Project estimated by the Consulting Engineers, being approximately \$2,650,000;

(c) order the construction and acquisition of the Project;

(d) authorize the issuance of Sewer Revenue Bonds in an amount not to exceed \$1,400,000; and

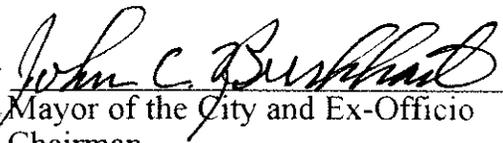
(e) contain such other provisions as may be necessary in the premises.

The Sanitary Board respectfully represents to the Council that, during the construction of the Projects, one of the persons appointed to the Sanitary Board by the Council has been, is and must be a registered professional engineer.

This petition was duly authorized at the meeting of the Sanitary Board duly called and held on the 5th day of August, 1996.

WITNESS our signatures on this 5th day of August, 1996.

THE SANITARY BOARD OF THE CITY
OF WESTON, WEST VIRGINIA

By 
Mayor of the City and Ex-Officio
Chairman

James G. Anderson
Member

Frank J. Argolt
Member

Walter G. Hieston
Engineer-Member

CHASFS3:45951

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.



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 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 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 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

Attest:

Date: October 15, 1996

Betty Jo Brooks
Its Recorder

WEST VIRGINIA DIVISION OF ENVIRONMENTAL PROTECTION

By: Barbara S. Graft
Its Chief, Office of Water Resources

Date: 10/18/96

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

(SEAL)

By: Daniel B. Lyons
Its Director

Attest:

Date: October 10, 1996

Barbara B. Meadows
Secretary-Treasurer

APPROVED AS TO FORM PRIOR TO
ACKNOWLEDGEMENT THEREOF, THIS
25th day of August, 1992.

Attorney General
BY: Dawn E. Wayfield
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: _____

<u>ITEM</u>	<u>CURRENT MONTH</u>	<u>YEAR TO DATE</u>	<u>BUDGET YEAR TO DATE</u>	<u>DIFFERENCE</u>
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:

<u>Year</u>	<u>Installment</u>	<u>Interest Rate</u>
-------------	--------------------	----------------------

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	-	-	15,928.59
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%

INTERGOVERNMENTAL AGREEMENT

THIS *INTERGOVERNMENTAL AGREEMENT*, dated and among the City of Weston, Lewis County, and the Lewis County Board of Education;

WHEREAS, pursuant to the provisions of *West Virginia Code* Chapter 8, Article 23; and *West Virginia Code* Chapter 16, Article 13A, it has been undertaken by these public parties by this *Intergovernmental Agreement* to unite in their desire to cooperate with each other on a basis of mutual advantage and consolidation and pursuant to forms of governmental organization, which will result in the most economical and expeditious construction and implementation of the Homewood-Bendale-High School Sewage Line Extension Project (hereinafter called "the Project") which is located within the designated boundaries of Lewis County.

It is the intent of these public agencies, which are a part of this Agreement, to enter into a written agreement with one another for joint and cooperative action pursuant to the terms and conditions provided by law, and as hereinafter set forth.

WITNESSETH:

THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

FUNDING OF THE PROJECT

I. The City of Weston hereby agrees to obtain, for the Project, an amount not to exceed Four Hundred Forty Thousand Four Hundred Eighty Dollars (\$440,480) from the State Revolving Loan Fund as soon as said funds are available from the State Revolving Loan Fund.

II. Lewis County is the recipient of a Small City Block Grant amounting to Seven Hundred Fifty-Thousand Dollars (\$750,000), which said amount shall be contributed by Lewis County, acting

through its Commission, to the Project.

III. The Lewis County Board of Education hereby agrees to contribute the amount of Two Hundred Forty-Nine Thousand Dollars (\$249,000) to the Project, which said amount shall be made available for use in the Project as soon as possible.

ADMINISTRATION OF THE PROJECT

I. The City of Weston shall be responsible for the management and overseeing of the entire Project, with the assistance of Region Seven Planning and Development Council.

II. It is agreed that the Region Seven Planning and Development Council, pursuant to its agreement with the Lewis County Commission, shall administer all phases of the Small Cities Block Grant, for use in the Project.

III. Lewis County and Region Seven Planning and Development Council shall support the Project by regulating cash flow pursuant to the stated terms of this Agreement, and shall provide administrative assistance by assuring that the Project complies with all Federal Regulations.

IV. Lewis County, through its Commission's agreement with Region Seven Planning and Development Council, agrees to provide assistance to the City in its pursuit of funds from the West Virginia Revolving Loan Fund.

V. The City of Weston and Lewis County shall utilize professional and construction services as needed for completion of the Project; however, the awarding and operation of any contract shall follow appropriate public notice in compliance with all Federal, State and Local regulations. Non-compliance will be grounds for immediate cancellation of any contract or service. Project

employment will be subject to the selection made by the successful bidders on the Project, provided compliance conditions are met.

VI. Any change in the Project's scope following final engineering design approval by the parties to this Agreement, shall only be made with the approval of the City of Weston, the Lewis County Commission, and the State of West Virginia. All change orders must be submitted to the parties of this Agreement for evaluation and recommendation. Minor change orders, Five Thousand Dollars (\$5,000) or less, may be approved by the City of Weston, however, the Lewis County Commission must be notified of all such changes.

VII. A final inspection of all aspects of the Project shall be made by the City of Weston and the Project Engineer. A report of any deficiencies or non-compliant areas of the Project shall be prepared and responded to before a final acceptance of the Project is completed.

VIII. Upon completion, inspection and approval, any completed segment of the Project shall be transferred to the City of Weston for its administration and operation. Upon release of any section of the Project to the City of Weston, the City of Weston assumes full responsibility for that segment of the Project.

IX. The City of Weston, the Lewis County Commission, and Region Seven Planning and Development Council shall follow all local, State and Federal regulations in the completion of the Project.

X. This *Intergovernmental Agreement* shall be in effect for a period of one (1) fiscal year, subject to annual renewal for any additional period of time needed to complete all phases of the

Project, each annual renewal period being limited to one (1) fiscal year.

XI. This Agreement shall become effective upon approval hereon by the Attorney General of the State of West Virginia or upon his failure to approve the same within thirty (30) days of this submission to him for review all pursuant to the provisions of the *West Virginia Code* Chapter 8, Article 23, Section 3.

PHASE I

I. It is the goal of the parties to this Agreement to provide the new Lewis County High School with a sewage line before the projected opening date of September 1, 1994; therefore, it is agreed that the Project shall be divided into two phases, with Phase I consisting of the completion of the sewage line extension to the new Lewis County High School.

A. As a component of Phase I of the Project, the City of Weston hereby agrees to retain the engineering firm of Kelley, Gidley, Blair and Wolfe, Inc. for preparation of the design and construction of the interceptor, pump station and lines to the new Lewis County High School. The City of Weston further agrees to proceed with Phase II of the Project, upon completion of Phase I, and to pursue and obtain funds not in excess of Four Hundred Forty Thousand Four Hundred Eighty Dollars (\$440,480) from the West Virginia Revolving Loan Fund. In the event that the City of Weston fails to pursue funds from the West Virginia Revolving Loan Fund, the City of Weston shall reimburse the State Small City Block Grant Fund the amount of Small City Block Grant Fund monies used in completion of Phase I of the Project.

B. The amount of Two Hundred Forty-Nine Thousand Dollars (\$249,000), representing the

Lewis County Board of Education's contribution, shall be applied first to engineering costs, with the remainder of the funds being used for construction costs of Phase I, until such funds are depleted.

C. Lewis County, acting through its Commission, shall contribute as much of the Seven Hundred Fifty Thousand Dollars (\$750,000), received by way of a Small City Block Grant, as is needed for completion of Phase I.

PHASE II

I. Phase II of the Project consists of the completion of the extension of sewage lines to the Homewood and Bendale areas.

II. The interceptor, a component of Phase I, will also serve the Homewood and Bendale areas and is therefore a component of Phase II as well as Phase I.

III. The City of Weston agrees to borrow funds for the completion of Phase II, up to the amount of Four Hundred Forty Thousand Four Hundred Eighty Dollars (\$440,480) from the West Virginia Revolving Loan Fund, as its monetary contribution to the Project.

IV. The City of Weston agrees to furnish collection services for the Homewood and Bendale areas.

IN WITNESS WHEREOF, the City of Weston has caused this *Intergovernmental Agreement* to be signed on its behalf by John C. Burkhart, Mayor, and its corporate seal to be affixed thereto by Betty Brooks, its City Clerk, by authority of a resolution of the City Council of the City of Weston duly adopted on the 29 day of January, 1996.

IN WITNESS WHEREOF, Lewis County, acting through the Lewis County Commission,

has caused this *Intergovernmental Agreement* to be signed on its behalf by Samuel Hicks, President, by authority of a resolution of the Lewis County Commission adopted the 5th day of February, 1996.

IN WITNESS WHEREOF, the Lewis County Board of Education has caused this *Intergovernmental Agreement* to be signed by Dr. Joseph Mace, Superintendent, by authority of a resolution of the Lewis County Board of Education duly adopted on the 1st day of February, 1996.

THIS *INTERGOVERNMENTAL AGREEMENT* is executed in three (3) copies with one (1) copy to each party hereto, each copy of which shall be deemed an original.

ATTEST:

Betty Brooks
Betty Brooks, City Clerk

THE CITY OF WESTON
a municipal corporation

By: John C. Burkhart
John C. Burkhart, Mayor

ATTEST:

Mary Lou Myers
Mary Lou Myers, Clerk

LEWIS COUNTY COMMISSION

By: Samuel Hicks
Samuel Hicks, President

ATTEST:

Dr. Joseph Mace

LEWIS COUNTY BOARD OF EDUCATION

By: Dr. Joseph Mace
Dr. Joseph Mace, Superintendent

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
Special Authorization Purchase Order
(SAPO)

AGENCY NO. 400

SAPO Number
94551

VENDOR NAME, ADDRESS, TELEPHONE NUMBER Weston Sanitary Board	FEIN 556 007 976	DATE 4/22/94	FISCAL YR. 94
102 W. 2nd. Street Weston, WV 26452 Attn: John C. Burkhardt, Mayor	ACCOUNT # 500-8500-18-025-13		
	SPENDING UNIT Name & Address WV Dept. of Health & Human Resources Office of Support Services 3701 MacCorkle Avenue, SE Charleston, WV 25304		
	CONTACT PERSON Name & Telephone David Hildreth 558-2882		

This document constitutes the acceptance of contract made by and between the West Virginia Department of Health and Human Resources and Weston Sanitary Board for to provide partial funding to the City of Weston Sanitary Board for maintenance and upgrades to their existing sewer system.

Service beginning May 1, 19 94 and extending until May 31, 19 94.
All in accordance with similar form of agreement attached hereto as a part hereof.

SCHEDULE OF PAYMENT LUMP SUM per invoice	TOTAL AMOUNT OF THIS SAPO \$ 300,000.00
---	--

COPY

HUMAN SERVICES ACCOUNTING INFORMATION

FISCAL YEAR _____
SPENDING ACCOUNT NUMBER _____
LINE ITEM _____
COST CENTER _____

REVIEWED AND APPROVAL RECOMMENDED

	INITIALS	DATE
PURCHASING	<i>[Signature]</i>	4/26/94
BUDGET	<i>[Signature]</i>	4/28/94
GRANTS	<i>[Signature]</i>	4/28/94

BACIS INFORMATION

Transaction Code	1 2 1	Bureau	
Fiscal Year	9 4	Office	D
Grant ID	9 4	Division	L
Account Number	8 5 0 0	Section	23
Major Line	1 8 5	Unit	--
Minor Line		Grant Name	--

RECEIVED
APR 28 1994
ENCUMBERED BY ACCOUNTING
Tina Holder 5-3-94
Date

ENCUMBERED BY ACCOUNTING
Who: Purchasing Section
Green: Accounting Section
Blue: Vendor
Goldstar: Spending Unit

AGREEMENT

Requisition No. 94551

Account No. 8500-18-025-13

I, Weston Sanitary Board, 102 W. 2nd St., Weston, WV 26452, agree to perform the following services for WV DHHR/Office of Support Services at 3701 MacCorkle Avenue, SE; Charleston, WV 25304 to provide partial funding to the City of Weston Sanitary Board for renovations and upgrades to the existing sewer system.

Date of Service: From May 1, 1994 To May 31, 1994

The rate of pay shall be lump sum per invoice not to exceed \$ 300,000.00

Authorized Travel Expense:

- Will not be reimbursed.
- Will be reimbursed upon documentation in accordance with the travel regulations of Agency, not to exceed _____.

Please check the appropriate box below:

- I am not currently a full-time employee of the State of West Virginia
- I am currently a full-time employee of the State of West Virginia. (complete certification).

Approved
West Virginia Dept. of Health and Human Resources

Nore M. Crutcher
(Authorized Signature of Agency)
Director, Office of Support Services
4/27/94
(Date)

Vendor Weston Sanitary Board
John C. Burkhart Mayor/Chairman
(Vendor's Signature)
55-6007976
(Social Security or FEIN)
4-22-94
(Date)

FUNDING PARAGRAPH

Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for these services, this contract becomes of no effect and is null and void after June 30.

NOTE: The following certification must be signed if the vendor is a full-time employee of the State of West Virginia.

It is hereby certified that the services to be performed under this agreement will not interfere with or detract from the full-time duties of the employee.

The amount of annual compensation received by _____ (above named vendor) from the State of West Virginia for full-time employment during the current fiscal year will be \$ _____.

The Vendor serves as _____ with the title of _____

(Agency Head's Signature)
Title _____
Agency _____



**STATE OF WEST VIRGINIA
DEPARTMENT OF HEALTH AND HUMAN RESOURCES**

**Building 3, Capitol Complex
Charleston, WV 25305**

**Gaston Caperton
Governor**

March 2, 1990

**The Honorable Gregory Stark
Mayor of Weston
102 West Second Street
Weston, West Virginia 26452**

Dear Mayor Stark:

This is to confirm our meeting of February 15, 1990 and telephone conversation of February 27, 1990 concerning the course of sewerage disposal for the new Behavioral Health Complex that will be constructed on top of the hill south of Stonewall Jackson Memorial Hospital.

Those in attendance at the February 15th meeting at the Weston Municipal building, in addition to you and I, were Mr. Tracy Weber, Weston City Attorney; Mr. John Hinzman, Weston Sanitary Board; and Messrs. Larry Rine, President, and Rod Kid, Engineer for MSES Consultants, Inc.

It was mutually agreed that all parties would be best accommodated if things were to transpire as follows:

1. The new facility tie into the Weston sewage system in lieu of using a treatment plant and subsequently into Polk Creek as was being considered.
2. The most feasible tie in would be for the City of Weston to upgrade their existing line that runs out Polk Creek and Route 33 to Stonewall Jackson Memorial Hospital.
3. That the City of Weston would make their tie into the Behavioral Health Complex line which is part of the present site contract and which will extend along the new access road to a point at the bottom of the hill in back of Stonewall Jackson Memorial Home.
4. That the West Virginia Division of Health designate the sum of \$300,000.00 (three hundred thousand dollars) to the City of Weston for upgrading said line and the City of Weston provide all additional funds necessary.
5. That the City of Weston would give assurance that said line be totally upgraded and connected by no later than November 1, 1991.



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

WHEREAS, the City of Weston, in the County of Lewis and State of West Virginia, acting by and through the Sanitary Board of the City of Weston, is required to establish rates for said service, to provide an operating gain in an adequate amount to timely meet the retirement of bonds and interest, and to fulfill the provisions of the following ordinances of the City of Weston heretofore duly adopted and ordained, that is to say:

The ordinance authorizing the 1958 bond issue, and the particular provision therein which requires that five per cent (5%) of the gross revenue of said system be placed in a Renewal and Replacement Fund, and the terms and provisions of the ordinance authorizing the 1969 bond issue, which requires that rates be maintained to produce Net Operating Revenue equal to one hundred twenty-five per cent (125%) of the average annual principal and interest requirements of the bonds and to maintain a Sewer Revenue Reserve Fund with the State Sinking Fund Commission in an amount equal to the maximum annual interest and principal requirements on all bonds outstanding; and,

WHEREAS, it is required and provided by law that just and equitable rates and charges for the use of and the services

rendered by such sewage system be established and maintained in order to produce revenues sufficient for the expenses of operation, repair and maintenance of said system, and to pay, when due, the principal and interest of all obligations of said City as may be outstanding from time to time which, by their terms, are payable from the revenue of said system; and,

WHEREAS, it has been deemed advisable by the Common Council of the City of Weston to establish a revised schedule of rates and charges for the use of and services rendered by said system, in accordance with the provisions of Article 13, Chapter 16, and Section 4b Article 2, Chapter 24 of the Code of West Virginia. (1931, as amended); and,

WHEREAS, the City of Weston is extending the municipal sewer lines to areas outside the City limits, more specifically, extensions to service the new Lewis County High School and the Homewood and Bendale areas.

NOW, THEREFORE, the Common Council of the City of Weston, Lewis County, West Virginia, does ordain as follows:

Section 1. 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 of the City of Weston, West Virginia, which shall be paid by the owner of each and every lot or parcel of real estate, or building connected therewith, served by using such sewage system as follows:

SEWER SERVICE RATES

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 owners of each lot or parcel of real estate, or building, for the services of said sewage system, the following rates based upon the water meter readings:

APPLICABILITY

Applicable in the entire territory served, including the proposed extensions for the new Lewis County High School and the Homewood and Bendale areas.

AVAILABILITY

Available for general domestic, commercial and industrial sanitary sewer service.

RATES FOR EXISTING USERS ON THE EFFECTIVE DATE OF ORDINANCE, AND THE NEW LEWIS COUNTY HIGH SCHOOL, FOR THE FIRST YEAR FOLLOWING THE EFFECTIVE DATE OF ORDINANCE

(Based on the metered amount of water used)

First	2,000 gallons used per month	\$3.39	per M. Gallons
Next	3,000 gallons used per month	3.39	per M. Gallons
Next	20,000 gallons used per month	2.47	per M. Gallons
Next	225,000 gallons used per month	2.13	per M. Gallons
Next	112,500 gallons used per month	1.50	per M. Gallons

RATES FOR NEW USERS AFTER THE EFFECTIVE DATE OF ORDINANCE, FOR THE FIRST YEAR FOLLOWING THE EFFECTIVE DATE OF ORDINANCE

(Based on the metered amount of water used)

First	2,000 gallons used per month	\$4.39	per M. Gallons
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Next	3,000 gallons used per month	4.39	per M. Gallons
Next	20,000 gallons used per month	3.47	per M. Gallons
Next	225,000 gallons used per month	3.13	per M. Gallons
Next	112,500 gallons used per month	2.50	per M. Gallons

RATES FOR EXISTING USERS ON THE EFFECTIVE DATE OF ORDINANCE, AND THE NEW LEWIS COUNTY HIGH SCHOOL, FOR THE SECOND YEAR FOLLOWING THE EFFECTIVE DATE OF ORDINANCE, SUBJECT TO THE RATIFICATION AND REAFFIRMATION OF SAME BY CITY COUNCIL

(Based on the metered amount of water used)

First	2,000 gallons used per month	\$3.94	per M. Gallons
Next	3,000 gallons used per month	3.94	per M. Gallons
Next	20,000 gallons used per month	2.87	per M. Gallons
Next	225,000 gallons used per month	2.47	per M. Gallons
Next	112,500 gallons used per month	1.73	per M. Gallons

RATES FOR NEW USERS AFTER THE EFFECTIVE DATE OF ORDINANCE, FOR THE SECOND YEAR FOLLOWING THE EFFECTIVE DATE OF ORDINANCE SUBJECT TO THE RATIFICATION AND REAFFIRMATION OF SAME BY CITY COUNCIL

(Based on the metered amount of water used)

First	2,000 gallons used per month	\$4.94	per M. Gallons
Next	3,000 gallons used per month	4.94	per M. Gallons
Next	20,000 gallons used per month	3.87	per M. Gallons
Next	225,000 gallons used per month	3.47	per M. Gallons
Next	112,500 gallons used per month	2.73	per M. Gallons

RATES FOR EXISTING USERS ON THE EFFECTIVE DATE OF ORDINANCE, AND THE NEW LEWIS COUNTY HIGH SCHOOL, FOR THE THIRD YEAR FOLLOWING THE EFFECTIVE DATE OF ORDINANCE, SUBJECT TO THE RATIFICATION AND REAFFIRMATION OF SAME BY CITY COUNCIL

(Based on the metered amount of water used)

First	2,000 gallons used per month	\$4.72	per M. Gallons
Next	3,000 gallons used per month	4.72	per M. Gallons

Next 20,000 gallons used per month	3.44 per M. Gallons
Next 225,000 gallons used per month	2.96 per M. Gallons
Next 112,500 gallons used per month	2.08 per M. Gallons

RATES FOR NEW USERS AFTER THE EFFECTIVE DATE OF ORDINANCE,
FOR THE THIRD YEAR FOLLOWING THE EFFECTIVE DATE OF ORDINANCE
SUBJECT TO THE RATIFICATION AND REAFFIRMATION OF SAME BY CITY
COUNCIL

(Based on the metered amount of water used)

First 2,000 gallons used per month	\$5.72 per M. Gallons
Next 3,000 gallons used per month	5.72 per M. Gallons
Next 20,000 gallons used per month	4.44 per M. Gallons
Next 225,000 gallons used per month	3.96 per M. Gallons
Next 112,500 gallons used per month	3.08 per M. Gallons

MINIMUM CHARGE FOR EXISTING USERS ON THE EFFECTIVE DATE OF ORDINANCE
AND THE NEW LEWIS COUNTY HIGH SCHOOL

The above schedule is subject to a minimum monthly charge of Six Dollars and Seventy Eight Cents (\$6.78) per connection to the sewer facilities for the first year after the effective date of the ordinance; the above schedule is subject to a minimum monthly charge of Seven Dollars and Eighty Eight Cents (\$7.88) per connection to the sewer facilities for the second year after the effective date of the ordinance, subject to the ratification and reaffirmation of same by City Council; and the above schedule is subject to a minimum monthly charge of Nine Dollars and Forty Four Cents (\$9.44) per connection to the sewer facilities for the third and subsequent years after the effective date of the ordinance, subject to the ratification and reaffirmation of same by City Council.

MINIMUM CHARGE FOR NEW USERS AFTER THE EFFECTIVE DATE OF ORDINANCE

The above schedule is subject to a minimum monthly charge of Eight Dollars and Seventy Eight Cents (\$8.78) per connection to the sewer facilities for the first year after the effective date of the ordinance; the above schedule is subject to a minimum monthly charge of Nine Dollars and Eighty Eight Cents (\$9.88) per connection to the sewer facilities for the second year after the effective date of the ordinance, subject to the ratification and reaffirmation of same by City Council; and the above schedule is subject to a minimum monthly charge of Eleven Dollars and Forty Four Cents (\$11.44) per connection to the sewer facilities for the third and subsequent years after the effective date of the ordinance, subject to the ratification and reaffirmation of same by City Council.

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.

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 USAGE FOR EXISTING USERS AT THE EFFECTIVE DATE OF ORDINANCE

In locations where an existing user at the effective date of Ordinance, has no water meter, charges for sewer service shall be a minimum monthly charge of Ten and 31/100ths Dollars (\$10.31) per connection to the sewer facilities during the first year after the effective date of this Ordinance; a minimum monthly charge of Eleven and 98/100ths Dollars (\$11.98) per connection to the sewer facilities during the second year after the effective date of this Ordinance, subject to the ratification and reaffirmation of same by City Council, and a minimum monthly charge of Fourteen and 35/100ths Dollars (\$14.35) per connection to the sewer facilities during the third year after the effective date of this Ordinance, subject to the ratification and reaffirmation of same by City Council.

UNMETERED USAGE FOR NEW USERS NOT EXISTING AT THE EFFECTIVE DATE OF ORDINANCE

In locations where an existing user at the effective date of Ordinance, has no water meter, charges for sewer service shall be a minimum monthly charge of Thirteen and 35/100ths Dollars (\$13.35) per connection to the sewer facilities during the first year after the effective date of this Ordinance; a minimum monthly charge of Fifteen and 49/100ths Dollars (\$15.49) per connection to the sewer facilities during the second year after the effective date of this Ordinance, subject to the ratification and reaffirmation of same by City Council, and a minimum monthly charge of

Eighteen and 58/100ths Dollars (\$18.58) per connection to the sewer facilities during the third year after the effective date of this Ordinance, subject to the ratification and reaffirmation of same by City Council.

SEWER CONNECTION (TAP) FEE

A connection charge of One Hundred Fifty Dollars (\$150.00) shall be collected from every new user of the City of Weston's sewer lines and/or sewage treatment plant(s).

SPECIAL BULK RATES

The existing structure of the Weston Hospital, located within the City of Weston, which has unmetered water usage shall be furnished sanitary sewer service at the rate of Fifty Seven Thousand, Nine Hundred Sixty Dollars (\$57,960.00) per annum for the first year following the effective date of this Ordinance, payable at the rate of Four Thousand Eight Hundred Thirty Dollars (\$4,830.00) per month; sanitary sewer service at the rate of Sixty Seven Thousand Two Hundred Thirty Three and 60/100 Dollars (\$67,233.60) per annum for the second year following the effective date of this Ordinance, payable at the rate of Five Thousand Six Hundred Two and 80/100 Dollars (\$5,602.80) per month; sanitary sewer service at the rate of Eighty Thousand Six Hundred Eighty and 32/100 (\$80,680.32) per annum for the third year and subsequently following the effective date of this Ordinance, payable at the rate of Six Thousand Seven Hundred Twenty Three and 36/100 (\$6,723.36) per month.

The West Virginia Water Company shall be furnished sanitary sewer service at the rate of Twelve Thousand One Hundred Two and 60/100 Dollars (\$12,102.60) per annum for the first year following the effective date of this Ordinance, payable at the rate of One Thousand Eight and 55/100 Dollars (\$1,008.55) per month; sanitary sewer service at the rate of Fourteen Thousand Thirty Nine Dollars (\$14,039.00) per annum for the second year following the effective date of this Ordinance, payable at the rate of One Thousand One Hundred Sixty Nine and 92/100 Dollars (\$1,169.92) per month; sanitary sewer service at the rate of Sixteen Thousand Eight Hundred Forty Six and 82/100 Dollars (\$16,846.82) per annum for the third year and subsequently following the effective date of this Ordinance, payable at the rate of One Thousand Four Hundred Three and 90/100 Dollars (\$1,403.90) per month

WATER DISCONNECTION AND RECONNECTION FEES

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.

Section 2. PAYMENT OF SEWER SERVICE CHARGES

All bills for sewer service shall be rendered monthly and 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 said City, and the ordinance authorizing the issuance of the Sanitary Sewer Revenue Bonds, dated 1969. No free services of said municipal sewer system shall be allowed or permitted.

Section 2(a). Responsive to Chapter 16, Article 13, Section 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 said 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, and if the bill for such rates and charges is not paid within thirty (30) days after 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 per cent (10%), and a reasonable attorney's fee, 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 law relating to the enforcement of such liens, provided, however, 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, then 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 same, and if such bill is not paid within thirty (30) 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 foregoing sewer service rates and charges shall be put into effect and collected from and after the effective date hereof as hereinafter provided in Section 7.

Section 3. The aforesaid schedule of rates and charges for sewer services and the basis for computing or opposing 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 said Sewer Revenue Bonds and Sanitary Sewer Revenue Bonds hereinbefore referred to.

Section 4. That this ordinance, having been introduced at a meeting of the Common Council of the City of Weston, on the 3rd day of January, 1994, and the proposed revision, charge or re-adjustment of rates being substantially pro-rata as to all classes of service, no hearing or notice of the adoption of this Ordinance is required by Chapter 16, Article 13, Section 16 of the Code of West Virginia (1931 as amended); however, notwithstanding the foregoing and in compliance with Section 13, Article 13, Chapter 8 of the Code of West Virginia (1931 as amended) this Ordinance shall be published as a class II legal advertisement in a newspaper of general circulation in Lewis County, West Virginia, in compliance with the provisions of article 3, Chapter 59 of the Code of West Virginia (1931 as amended); notice of the proposed

adoption hereof shall likewise be published as a Class I-0 legal advertisement in compliance with the provisions of Article 3, Chapter 59 of the Code of West Virginia (1931 as amended) as provided in Section 4(a)(2), article 11, Chapter 8 of the Code of West Virginia (1931 as amended); and pursuant to the provisions of Section 4b(b), Article 2, Chapter 24 of the Code of West Virginia (1931 as amended), that notice of intent to effect the aforesaid rate change be specified in the monthly billing statement of all users for the month next preceding the month in which the rate change is to become effective.

Section 5. If any clause, provision or section of this Ordinance be ruled void or unenforceable by a Court of competent jurisdiction the remainder thereof is intended to be enacted and shall be in force and effective notwithstanding any ruling or judgment aforesaid.

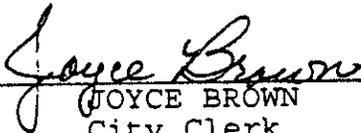
Section 6. That all ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this ordinance are, to the extent of such conflict, hereby repealed, and further, that the terms and provisions of Article IV, Chapter 3, of Weston City Code are repealed insofar and insofar only as they are in conflict with any particular section, or sections, of this ordinance and no further.

Section 7. In accordance with the provisions of Chapter 24, Article 2, Section 4(b) of the Code of West Virginia the rates and charges imposed by this Ordinance shall not be effective sooner than forty-five (45) days after adoption.

Passed on First Reading: January 3, 1994.
Passed on Second Reading: February 7, 1994.
Adopted: February 7, 1994.
Readopted: March 21, 1994.
Effective Date: May 5, 1994.

CERTIFICATE OF ENACTMENT

I, Joyce Brown, 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 February 7, 1994, and was readopted by the Council of the City of Weston at a special session assembled on March 21, 1994.



JOYCE BROWN
City Clerk

Ratified and Reaffirmed by City Council for Second Year following effective date of Ordinance:

Passed on First Reading: April 18, 1995.

Passed on Second Reading: May 1, 1995.

CERTIFICATE OF RATIFICATION AND REAFFIRMATION

I, Joyce A. Brown, City Clerk of Weston, West Virginia, do hereby certify that the foregoing Ordinance was lawfully ratified and reaffirmed by the Council of the City of Weston at a regular session assembled on _____.

Joyce A. Brown
City Clerk

Ratified and Reaffirmed by City Council for Third and Subsequent Years following effective date of Ordinance:

Passed on First Reading: October 7, 1996.

Passed on Second Reading: October 21, 1996.

CERTIFICATE OF RATIFICATION AND REAFFIRMATION

I, Bethygo Brooks City Clerk of Weston, West Virginia, do hereby certify that the foregoing Ordinance was lawfully ratified and reaffirmed by the Council of the City of Weston at a regular session assembled on November 7, 1996

Bethygo Brooks
City Clerk

1

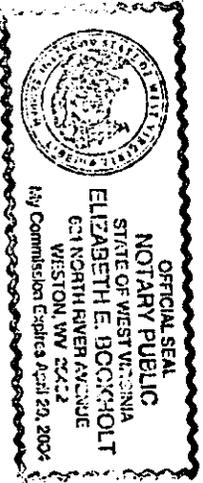
AFFIDAVIT OF PUBLICATION
STATE OF WEST VIRGINIA,
COUNTY OF LEWIS, to wit:

I, **GEORGE E. WHELAN**, 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 Proposed Business

was duly published in said newspaper once a week for one weeks (Class. I), commencing with the issue of the 30th day of October 19 96, and ending with the issue of the 30th day of October, 19 96; that said annexed notice was published on the following dates: Oct 30th, 1996; and that the cost of publishing said annexed notice as aforesaid was \$15.68; total number of words: 224; Editor [Signature]

Taken, subscribed and sworn to before me in my said county this 31st day of October, 19 96.
Elizabeth E. Bookholt
 My commission expires April 30, 2004
 Notary Public Sevier
 County, West Virginia.



LEGAL ADVERTISEMENT

NOTICE
 The Common Council of the City of Weston, West Virginia, proposes to reaffirm and ratify an ordinance the object of which is the establishment of rates and charges for the users of the sanitary sewer system of the City of Weston. The general title of the proposed ordinance is:

"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."

The proposed final vote on the adoption of the ordinance will be on the Seventh day of November, 1996, at 7:00 o'clock p.m., at the Council Chambers, Weston Municipal Building, Weston, West Virginia, at which time and place interested parties may appear and be heard with respect to the proposed ordinance.

The proposed ordinance may be inspected at the office of the Clerk of the City of Weston during regular business hours: 10-will: 8:00 o'clock a.m. through 4:00 o'clock p.m. Monday through Friday.

W. T. WEBER, III
 CITY ATTORNEY
 CITY OF WESTON, 22-1

AFFIDAVIT OF PUBLICATION

STATE OF WEST VIRGINIA,
COUNTY OF LEWIS, to wit:

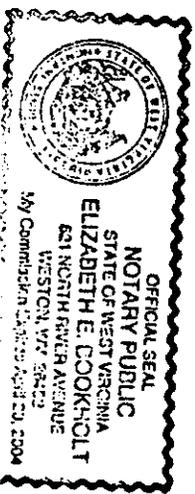
I, GEORGE E. WHELAN, being first duly sworn upon my oath, do depose and say that I am Editor of The Weston Democrat, Inc., a corporation, publisher of the newspaper entitled The Weston Democrat, a Democratic newspaper; that I have been duly authorized by the board of directors of such corporation to 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 9th day of October 1996, and ending with the issue of the 16th day of October, 1996; that said annexed notice was published on the following dates: October 9th, 16th, 1996; and that the cost of publishing said annexed notice as aforesaid was \$ 31.73; total number of words: 259.

George E. Whelan Editor

Taken, subscribed and sworn to before me in my said county this 18th day of October, 1996.
Elizabeth E. Barkholt
My commission expires April 30, 2004
Notary Public Sevier
County, West Virginia.



LEGAL ADVERTISEMENT

THE CITY OF WESTON, WEST VIRGINIA,
A MUNICIPAL CORPORATION
NOTICE OF PUBLIC HEARING

Notice is hereby given to any person interested that on October 7, 1996, the Common Council of the City of Weston, West Virginia, reaffirmed and ratified an ordinance the object of which is the establishment of a revised schedule of rates and charges for the use of and services rendered by the Sanitary Sewer System of the City of Weston.

The City contemplates the ratification of said revised schedule of sewer rates and charges as described in, and under the conditions set forth in the ordinance mentioned above. Any person interested may appear before the Council of the City of Weston at the special meeting thereof at 7:00 o'clock p.m. prevailing time, on November 4, 1996, at the Weston City Municipal Building, 102 W. Second Street, Weston, West Virginia, and present objections and be heard as to whether the above described ordinance should be put into effect. A certified copy of the ordinance as adopted by the Common Council of the City of Weston on October 7, 1996, is on file in the office of the City Clerk for review by interested persons during the regular office hours of such office, to-wit: 8:00 o'clock a.m. to 4:00 o'clock p.m. Monday through Fridays, P.W.T., Weber, Ill.
City Attorney
City of Weston, West Virginia 19-2



MINUTES

August 5, 1996

THE COMMON COUNCIL OF THE CITY OF WESTON met Monday, August 5, 1996 in the Council Chambers of the Municipal Building. The Honorable John C. Burkhart called the meeting to order at 7:00 p.m.

The first item on the agenda was approval of minutes. A correction was made to the minutes of July 22, 1996 to reflect that Marvin Murphy, rather than Andy Sleigh, was the representative from the WV Department of Highways. Chuck Wilson moved to accept the minutes. John Oliver seconded the motion. Motion Carried.

Departmental reports were brought to the table for Council's approval. Barbara Phillips asked that the Street Department begin to list the location of holes being patched each month. Mrs. Phillips further corrected the spelling of Cemetery. Chuck Wilson moved to accept departmental reports. John Oliver seconded the motion. Motion Carried.

Betty Jo Brooks presented Council with her Treasurer's report for the month of July, 1996. George Blake questioned the charging of envelopes against the Police Department budget, and Betty Brooks explained that these were for the collection of unpaid parking violations. Chief Blake indicated that he felt he could get a better price on envelopes from another vendor. Chuck Wilson asked the Treasurer if the City received discounts from any vendors, and was told that vendors give the City wholesale prices. Jon Tucci questioned the Treasurer about the transferring of City funds to the Huntington National Bank. John Oliver expressed his concern for transferring the funds while there were so many unused checks left in the Clerk's office. Betty Jo Brooks explained to Council that the funds would be transferred when there were account numbers available for her to order new checks for the computer systems. Jon Tucci moved to approve the Treasurer's report. John Oliver seconded the motion. Motion Carried.

Next item on the agenda was the approval of outstanding bills. John Oliver asked about the refund of attorney's license fees and Betty Brooks explained that the State offices had faxed her a list of approved license fees, and that attorneys could not be charged more than five dollars. Consequently, the Clerk's office had to refund license fees already accepted in excess of five dollars. Chuck Wilson commented that he felt the City was doing a good job on controlling its spending, and moved to approve payment of outstanding bills. Jon Tucci seconded the motion. Motion Carried.

The Sanitary Board Bond issue was brought before Council by Chris Callas from Jackson & Kelly in Charleston, who serve as bond counsel for the Weston Sanitary Board. Mr. Callas explained that the Sanitary Board was coming before Council to ask that the City of Weston enact an ordinance to authorize the Weston Sanitary Board to enter into a bond agreement for the financing for extensions to existing sewage lines. The process for entering into the bond agreement is as follows:

1. Issue the petition through the Weston Sanitary Board
2. First public reading of the ordinance
3. Second reading of the ordinance
4. Series of two publications of the ordinance in the Democrat
5. Public hearing and final reading of the ordinance
6. Enactment of the ordinance

Jon Tucci moved that Council proceed with the bond issue by having the first reading of the bond ordinance. Chuck Wilson seconded the motion. Motion Carried. Chris Calls proceeded to read the following:

"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."

Chuck Wilson moved to accept the first reading of the bond ordinance and proceed to the second reading, scheduled for August 19, 1996. Jon Tucci seconded the motion. Motion Carried.

While on the subject of grants, Chuck Wilson asked that the Clerk's office assist him in preparing the grant for red dogwood trees which has a submission deadline of September 1, 1996.

Under new business, Betty Jo Brooks asked Council to approve the purchase of parking tickets through the General Fund. The 1996-97 fiscal budget inadvertently left the printing of parking tickets out of the Police Department budget. Chuck Wilson moved to so purchase the tickets, and asked that the line item for parking ticket printing be included in the next budget. Barbara Phillips seconded the motion. Motion Carried.

Jim Gaston had asked to rent meter #18 on Water Street. John Oliver moved to allow Mr. Gaston to rent the meter. Barbara Phillips seconded the motion. Motion Carried.

Mr. and Mrs. Bo Barton, residents of 623 Center Ave., came before Council to ask that the City of Weston rectify the slippage of their property due to the removal of dirt from the area near their retaining wall, as well as the digging of a ditch by the previous administration. Mr. Barton stated that Mrs. Phillips had come onto his property and said that the City would see how far it would go. Jon Tucci advised the Bartons that most members of Council were not familiar with the situation, and asked for a couple of days to investigate the matter. The Bartons agreed.

City resident Edna Mae Hardman came before Council to inquire about the source of ordinances, and asked that the existing cat and dog ordinances be enforced more regularly. Ms. Hardman expressed her thanks to the Street Department for the blacktopping they have done. Ms. Hardman noted that the Edwin Sweeney property needs to be cleaned out and is causing water problems.

Bud Starrett again appeared before Council to complain about the water situation on Fourth Street. Mr. Starrett has spoken to Council several times on this matter, and was advised that he is on Glen's list of needed repairs.

Mike Hitt asked that Council direct Glen Greathouse to shovel a ditch near his property to rectify the debris flooding during rain. Street Commissioner Glen Greathouse was directed by Council to address Mr. Hitt's problem in the next week.

Chuck Wilson addressed Council on the moving of Firemen and Police Pension Funds to higher interest bearing accounts. Mr. Wilson stated that he had no preference as to where the money was invested, but that he would like to see the money invested to the greatest benefit for current and future retirees. City Attorney W.T. Weber III thought that an accountant should review the accounts prior to making changes.

Jon Tucci announced his \$1,000 grant from the Association of Towns and Townships, and expressed his intent to direct the grant money to the Clerk's office for the purpose of learning about grant writing.

Street Department employee Charles Clem asked Council what their intention was by advertising for the bidding of snow removal from city streets. The employees of the Street Department were concerned that they would lose employment in the winter. Council advised the men that this was not their intent.

City residents Alex and Ernestine Brooks again approached Council about zoning laws and the condition of the Steve Squires property on Minnich Street. The Brooks's feel that the condition of his property is unhealthy, an eye-sore and a public nuisance. Chuck Wilson moved for Building Inspector Michael Young to inspect the property within thirty days, with W.T. Weber III to advise on the handling of the matter. Barbara Phillips seconded the motion. Motion Carried.

Additional complaints were heard on the Jim Pudder property at 157 Cottage St., from Hefty Taylor concerning a busted sewer line on Buck Hill, and from Richard Moss on Fourth Street. Council referred these matter to Street Commissioner Glen Greathouse.

Council next opened bids for:

- ** Purchase of an aerial truck for the fire department.
- ** Purchase of a street sweeper
- ** Contracting of snow removal
- ** Sale of equipment from the Street Department
 - 1979 Chevy with blade
 - Air Compressor
 - John Deere tractor
 - Street Sweeper

SEE ATTACHED LIST OF BIDS

Fire Chief Ed Griffin had nothing to present to council.

Building Inspector Michael Young was not in attendance.

Street Commissioner Glen Greathouse presented Council with a request to permit the hauling of logs over city streets. Council took the matter under advisement.

Chief of Police George Blake advised Council that the new cruiser was in and being detailed.

City Clerk Betty Jo Brooks asked Council to note the painting that Junior Ryder had done to the sign for the City Building.

With nothing further on the agenda, Council entered into an executive session for 58 minutes. After returning from executive session, council recessed at 5:00 p.m. until August 19, 1996.

In Attendance: John C. Burkhart, Betty Jo Brooks, John Oliver, Barbara Phillips, Ed Griffin, Chuck Wilson, Jon Tucci, W.T. Weber III, Kristen Wilkes, Golden Hamrick, Alex Brooks, Ernestine Brooks, Billy Brooks, Bud Starrett, Hefty Taylor, Edna Mae Hardman, Mike Hitt, Mr. and Mrs. Bo Barton, Charles B. Clem, Kenny Posey, Charles E. Clem, Mike Clem, Donnie Garrett, representative from Channel 5, Chris Callas, Bill Titchenell, Mary Titchenell, Dave Berger, Dan Johnston, Rosemary Wagoner, Randy Taylor.

RECESSED MEETING

AUGUST 19, 1996

John Burkhart called the recessed meeting to order at 7:00 p.m. Mayor Burkhart asked Chris Callas to read the title of the ordinance for Tuesday, September 3, 1996 for the Sanitary Board adoption and official signing.

"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."

Charles Wilson made the motion to accept the reading. Barbara Phillips asked about 3% interest raising no percent during construction and refunding issue lower interest rate. John Oliver seconded the motion and all approved. Chuck Wilson moved to adopt the ordinance. Barbara Phillips seconded the motion and all approved.

Ed Griffin asked for \$2,000 for members of the Weston Volunteer Fire Department to travel to Illinois and Oscuola, Wisconsin to look at a twenty year old truck they are interested in buying. If the truck is purchased, it would cost \$1,500 to bring the truck back to Columbus, Ohio to paint and repair the truck. If they buy the other truck it would be \$120,000. Motion was made with a question on the floor. Chuck Wilson made the motion to approve \$2,000 cost for the Fire Department. Barbara Phillips seconded the motion. Barbara Phillips approved and John

Oliver seconded the motion. Chuck Wilson had questions on the matter.

Rosemary Wagoner addressed Council on Region VII project with the City and she stated that they need more information with receipts from day one of the project to see how much has been spent and how much is now owed before they finish.

Chuck Wilson stated that the meeting with Becky Leigh was changed from Tuesday at 4:30 p.m. until August 27, 1996 at 4:30 p.m. and asked that all Council members be present.

Ed Griffin had a short executive session and meeting was brought back to order after seven minutes.

At the meeting on August 27, 1996, the only three items allowed on the agenda are the snow removal equipment, bids, and Becky Leigh.

Mr. Barton from Center and Locust Street talked about the continuing problem on his property and said the Council promised to check on the problem within two days of the last council meeting. Councilman Wilson said that Jon Tucci was not in town at the present time, and that it would be Tuesday before they could find out about this situation.

Chuck Wilson asked for a recess until August 27, 1996 at 4:30 p.m. and John Oliver seconded the motion. The meeting was recessed at 7:25 p.m.

IN ATTENDANCE: Ed Griffin, Mike Young, Chuck Wilson, Glen Greathouse, Barbara Phillips, John Oliver, Betty Jo Brooks, John C. Burkhart, Tracey Weber III, Rosemary Wagoner, Billy Brooks, Bob Conley and Golden Hamrick. George Blake and Jon Tucci were not in attendance at the meeting.

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: Bettygo Brooks
Clerk

[SEAL]

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. Burkhardt, 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;

- and (C) That each of such costs has been otherwise properly incurred;
- (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 deem appropriate.

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

The Issuer shall submit to the Authority within 15 days following the end of each Bond Year a certified copy of its rebate calculation or, if the Issuer qualifies for the small governmental issue exception to rebate, the Issuer shall submit a certificate stating that it is exempt from the rebate provisions and that no event has occurred to its knowledge during the Bond Year which would make the Series 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, 1996

Second Reading
and Passage: August 19, 1996

Public Hearing and
Effective Date: Sept. 3, 1996

CITY OF WESTON

John C. Burkhardt
Mayor

ATTEST:

[SEAL]

Patricia Beane
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

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 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 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 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

Attest:

Date: October 15, 1996

Betty G. Brooks
Its Recorder

WEST VIRGINIA DIVISION OF ENVIRONMENTAL PROTECTION

By: Barbara S. Goff
Its Chief, Office of Water Resources

Date: 10/18/96

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

(SEAL)

By: Daniel B. Gomboski
Its Director

Attest:

Date: October 10, 1996

Barbara B. Meadows
Secretary-Treasurer

APPROVED AS TO FORM PRIOR TO
ACKNOWLEDGEMENT THEREOF, THIS
25th day of August, 1992.

BY: Dawn E. Wayfield
Attorney General
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: _____

<u>ITEM</u>	<u>CURRENT MONTH</u>	<u>YEAR TO DATE</u>	<u>BUDGET YEAR TO DATE</u>	<u>DIFFERENCE</u>
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:

<u>Year</u>	<u>Installment</u>	<u>Interest Rate</u>
-------------	--------------------	----------------------

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	-	-	15,928.59
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.....	1.0012500X
True Interest Cost (TIC).....	-
Effective Interest Cost (EIC).....	1.0012500X

EXHIBIT C

CITY OF WESTON, WEST VIRGINIA

NOTICE OF PUBLIC HEARING and ABSTRACT OF BOND ORDINANCE

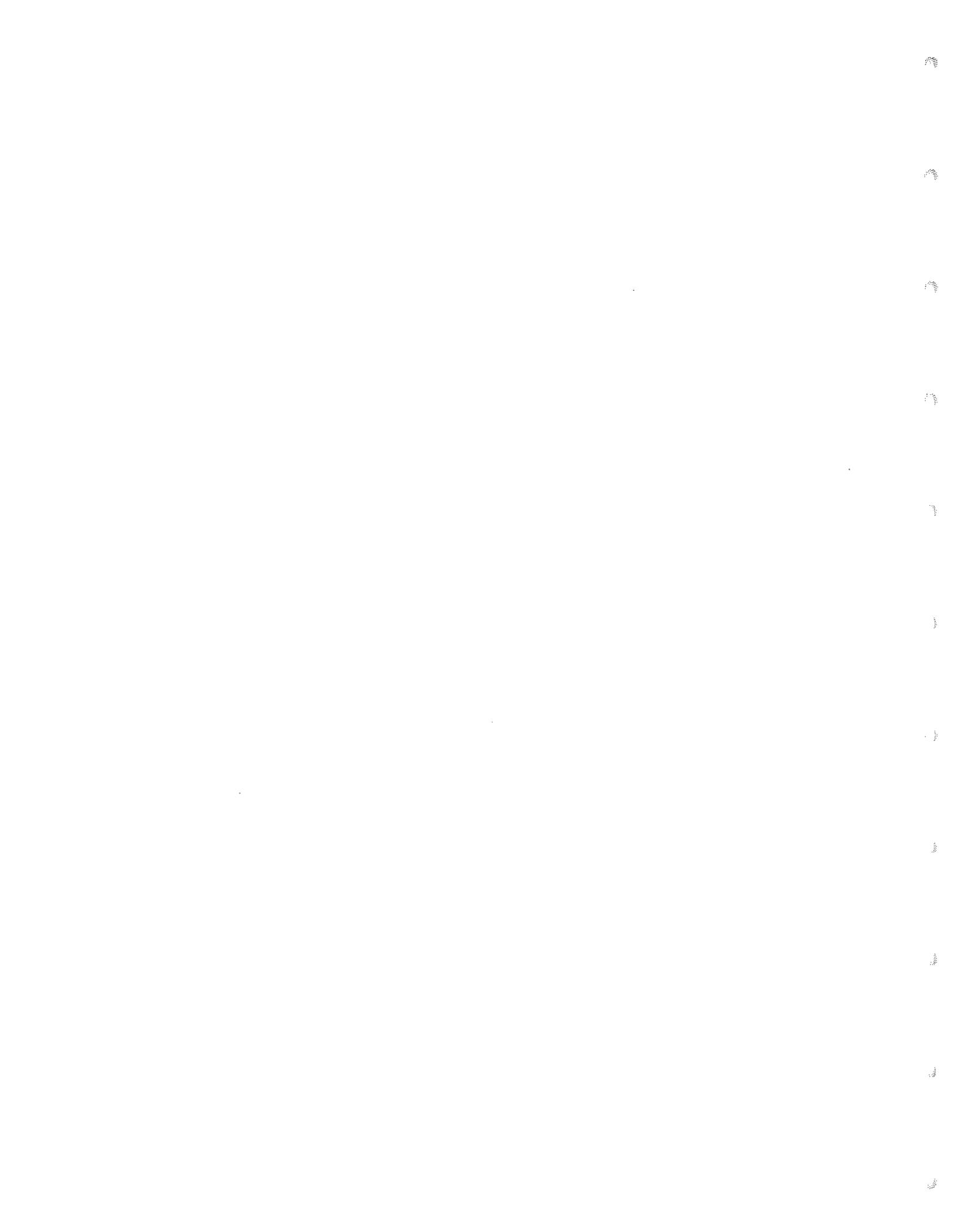
Notice is hereby given to any person interested that on August 19, 1996, the Council of the City of Weston, West Virginia (the "City") adopted an ordinance which:

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.

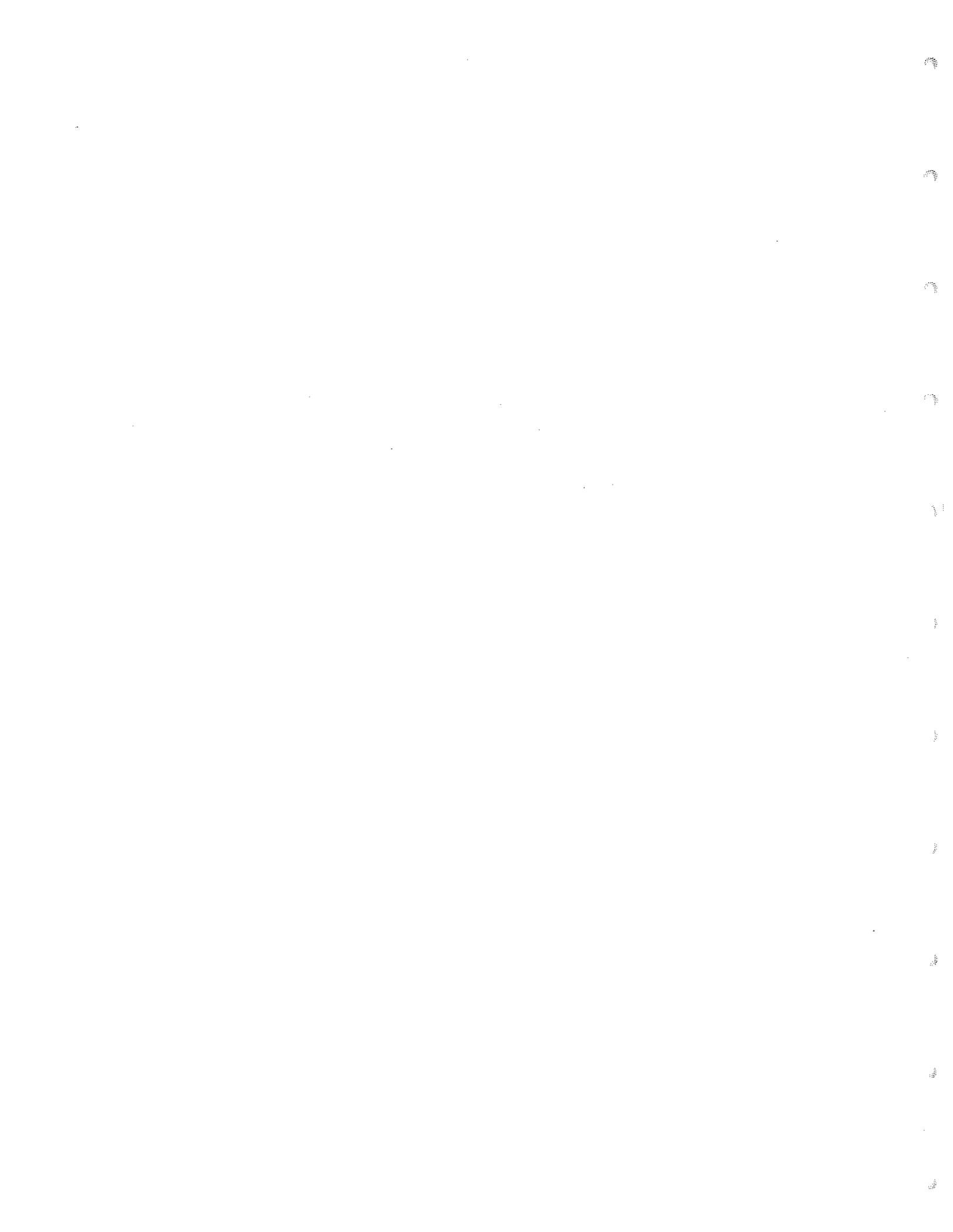
8. Established the terms for defaults and the remedies of the Bondholders.

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



AFFIDAVIT OF PUBLICATION
STATE OF WEST VIRGINIA,
COUNTY OF LEWIS, to wit:

I, **GEORGE E. WHELAN**, 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 and Vote of Bond Ordinance was duly published in said newspaper once a week for two weeks (Class. I), commencing with the issue of the 21st day of August 1996, and ending with the issue of the 28th day of August, 1996; that said annexed notice was published on the following dates: Aug 21st, 28th, 1996; and that the cost of publishing said annexed notice as aforesaid was \$73.99; total number of words: 604

Robert R. Bollen Editor

Taken, subscribed and sworn to before me in my said county this 29th day of August 1996.

Elizabeth E. Babbitt
 My commission expires April 30, 2004
 Notary Public Sevier
 County, West Virginia.



CITY OF WESTON, WEST VIRGINIA
NOTICE OF PUBLIC HEARING
AND
ABSTRACT OF BOND ORDINANCE

Notice is hereby given to any person interested in the above described project, that the Council of the City of Weston, West Virginia, on August 19, 1996, has adopted the following Ordinance, which is hereby published for the information of the public:

ABSTRACT OF BOND ORDINANCE

1. The City of Weston, West Virginia, is hereby authorized to issue bonds in the amount of \$1,000,000.00 for the purpose of financing the construction of the Weston Community Center, located at the intersection of West Virginia Highway 102 and West Virginia Highway 102A, in the City of Weston, West Virginia.

2. The bonds shall be issued in the form of General Obligation Bonds, and shall be secured by the full faith and credit of the City of Weston, West Virginia.

3. The bonds shall be issued in the amount of \$1,000,000.00, and shall be payable in semi-annual installments of \$500,000.00, beginning on the first day of January, 1997, and continuing until the first day of January, 2004.

4. The bonds shall be issued in the name of the City of Weston, West Virginia, and shall be signed by the Mayor and the City Clerk.

5. The bonds shall be subject to the provisions of the West Virginia Bond Act, Chapter 17, Article 1, of the Code of West Virginia, 1931, as amended.

6. The bonds shall be subject to the provisions of the West Virginia Bond Act, Chapter 17, Article 2, of the Code of West Virginia, 1931, as amended.

7. Provided for insurance coverage on the bonds.

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

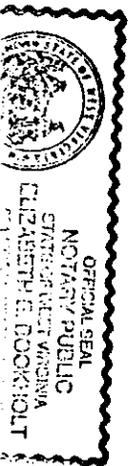
purpose and say that Democrat, Inc., a newspaper authorized by such corporation; that published for more publication of the announced weekly, for the calendar year, on, Lewis County, newspaper is a news- "as that term is chapter fifty-nine of 931, as amended, a or areas of the Lewis County; that in length four or any cover, per is- s circulated to the price or consider- is a newspaper

advertisements, and other notices; that the annexed notice of Public Hearing and Abstract of Bond Ordinance was duly published in said newspaper once a week for two weeks (Class. II), commencing with the issue of the 21st day of August 19 96, and ending with the issue of the 28th day of August 19 96; that said annexed notice was published on the following dates: Aug 21st - 28th, 1996; and that the cost of publishing said annexed notice as aforesaid was \$73.99; total number of words: 604

Robert B. Bilton Editor

Taken, subscribed and sworn to before me in my said county this 29th day of August 19 96.

Elizabeth E. Barklett
My commission expires April 20, 2004
Notary Public Sevier
County, West Virginia.



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 Replacement 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 abstrated above. Any person interested may appear before the Council of the City of West Virginia at a regular meeting of the Council.

SEPTEMBER 3, 1996

THE MONTHLY CITY COUNCIL MEETING WAS CALLED TO ORDER AT 7:02.

CHRIS CALLUS WITH JACKSON & KELLY ASKED CITY CLERK BETTY JO BROOKS TO VERIFY THE ATTACHED PUBLICATION FROM THE WESTON DEMOCRAT FOR THE BOND ISSUE. THE MAYOR STATED THAT THE PUBLIC MEETING WAS OPENED AND ASKED IF ANY ONE WOULD LIKE TO MAKE A STATEMENT. NO COMMENT WAS MADE. PUBLIC MEETING WAS CLOSED. THE STATUE OF ORDINANCE 3RD READING READ BY CAPTION BY CHRIS. CHARLES WILSON MADE A MOTION FOR THE BOND ISSUE TO BE ACTIVE AS READ-----JON TUCCI 2ND THE MOTION ---ALL APPROVED.

MINUTES WERE READ BY COUNCIL AND CHARLES WILSON MADE A MOTION TO ACCEPT THE MINUTES FROM THE MONTH OF AUGUST. JOHN OLIVER 2ND THE MOTION.

POLICE DEPT. REPORT BE GIVEN OUT AT A LATTER DATE BECAUSE THE COMPUTER HAD BEEN DOWN THE DAY BEFORE.

BARBARA PHILLIPS ASKED ABOUT THE STREET DEPT. REPORT AND WHERE THE HOLE PACHING WAS BEING DONE. JON TUCCI MADE A MOTION TO ACCEPT ALL DEPARTMENTAL REPORTS AND BARBARA PHILLIPS 2ND.

JON TUCCI ASKED THE BUILDING INSPECTOR MIKE YOUNG ABOUT A HOME ON WEST 2ND STREET.

TREASURES REPORT---CITY CLERK BETTY JO BROOKS ASKED THE COUNCIL TO RECALL THE MARCH MINUTES AT THE FIRE DEPT. WHEN HER OFFICE WAS SUPPOSED TO GET ADEQUATE INFORMATION FROM VARIOUS DEPTS. FOR THE RECORD KEEPING IN HER DEPT. SHE NOTED THAT AS OF THIS DATE THE REPORTS WERE NOT BEING FURNISHED BY ALL DEPTS. CLERK BROOKS ASKED GEORGE BLAKE ABOUT THE VENDING MACHINE MONIES FROM THE POP MACHINE. HE STATED THAT THE MONEY WENT FOR UNIFORMS AND EQUIPMENT FOR THE OFFICERS AND THE TRAINING. BETTY JO BROOKS--TREASURER CLERK RESPONDED THAT THE AMOUNT STILL NEEDED TO BE JUSTIFIED MONTHLY IN HER OFFICE FOR RECORD KEEPING AND THAT ACCORDING TO HER EXPENDITURES THE CITY IS STILL PAYING FOR TRAINING, UNIFORMS, EQUIPMENT FROM THE GENERAL FUND AND NO RECORDS SHOWED WHERE THE POLICE DEPT. HAS SPENT ANY MONIES FOR THESE ITEMS. THEN WHEN ASKED ABOUT THE GARY WEST SCHOOL PATROL GEORGE BLAKE--CHIEF OF POLICE INFORMED CITY CLERK TREASURER BETTY JO BROOKS IT WAS NONE OF HER BUSINESS. SHE STATED THAT ANY MONIES COMMING INTO THE CITY BUILDING AND ANY MONIES DEPOSITED FROM THE CITY IS HER BUSINESS ACCORDING TO THE ORDIANCES. A HEATED DISCUSSION OCCURED AND THEN CHARLES WILSON MADE A MOTION TO APPROVE TREASURER REPORT AND JOHN OLIVER SECOND THE MOTION. MOTION CARRIED.

A QUESTION ON OUTSTANDING BILLS WAS ASKED BY JON TUCCI ABOUT THE 8,889.34 BILL TO DEPT. OF HIGHWAYS. BETTY BROOKS INFORMED COUNCIL THAT THE BILLS SHOULD HAVE BEEN RIGHT BUT A TYPEGRAPICAL ERROR HAD OCCURED AND THE AMOUNT WAS 889.34.

JON TUCCI MADE A MOTION TO APPROVE OUTSTANDING BILLS AND BARBARA PHILLIPS SECONDED THE MOTION.

NEW BUSINESS----FRANK MONNETTE--FROM SHADYBROOK AREA ADDRESSED COUNCIL ABOUT THE CAT PROBLEM---THE HANDICAP ACCESS TO THE CITY BLDG. & ABOUT THE CLOSED DOOR SESSIONS FROM THE CITY CITIZENS. HE WOULD ALSO LIKE THE YELLOW CURB PAINTED IN FRONT OF HIS HOUSE. THE COUNCIL ASKED GLENN SINCE HE WAS IN THE SHADYBROOK TOMORROW IF HE WOULD GO AHEAD AND PAINT THE CURB. GLEN AGREED.

REX KISER A RESIDENT FROM SHADYBROOK READ AN ARTICLE TO SECEDE FROM THE CITY. HE STATED THE SERVICES WERE NOT BEING TAKEN CARE OF AND IT WAS RIDICULOUS TO REMAIN IN THE CITY LIMITS. CHARLES WILSON IMMEDIATELY MADE A MOTION TO DECLINE HIS PLEA NOW AND FOREVER AND JON TUCCI SECONDED THE MOTION THE COUNCIL HAD A UNANIMOUS VOTE. MOTION CARRIED.

DIANA ROBBINS ALSO A RESIDENT FROM SHADYBROOK STATED ABOUT A RUN OFF PROBLEM ON BROOKLYN AND STATED THERE WAS A GULLY 18 INCHES DEEP AND WAS A HAZARD ON THE EAST SIDE OF THE STREET. IT NEEDED A CULVERT TO FIX IT. SHADYBROOK RESIDENT MIKE HITT TALKED ABOUT THE WASH OFF AND THE PIPE WAS NOT LARGE ENOUGH FOR THE WATER RUSH. JON TUCCI MADE A STATEMENT TO MIKE HITT ABOUT NOT PAYING HIS STREET FEES AND THE CITY WENT DOWN AND TOOK CARE OF HIS PROBLEM ANYWAY AND HE STATED HE DID NOT LIVE ON A CITY STREET BUT A MAIN HIGHWAY-- NORTH RIVER AND JON TUCCI ASKED CITY CLERK BETTY BROOKS ABOUT HIS UNPAID FEES AND SHE REPLIED THIS MATTER SHOULD NOT BE DISCUSSED IN FRONT OF EVERYBODY.

MIKE HITT MADE A STATEMENT THAT THE STREET FEE WAS ILLEGAL AND THAT CHUCK WILSON ADMITTED IT AT THE PUBLIC MEETING ON T.V. CAMERAS. CHUCK WILSON SAID HE DID NOT STATE THAT.

JOHN OLIVER STATED THAT STARRETT'S PROBLEM STILL HAS NOT BEEN TAKEN CARE OF AND THAT IT HAS BEEN SINCE APRIL. GLEN WILL NOT FIX HIS MISTAKE. GLEN SAID HE WOULD SEE WHAT HE COULD DO.

SISSIE AND RICK JAMES HAD A PROBLEM IN HALEVILLE WITH THE WATER RUN OFF OF CEMETARY STREET SEVERAL OTHER CITIZENS WERE PRESENT TO MAKE COMPLAINTS FROM THE SAME INCIDENT. TINA MCKENRY STATED THAT SHE DID PAY HER STREET FEES AND SISSIE JAMES STATED THAT BETTY BROOKS DID NOT SEND HER ONE IN THE RIGHT NAME BECAUSE HER FATHER- AND MOTHER IN LAW WERE DECEASED AND THE PROPERTY WAS STILL IN THEIR NAME. BETTY BROOKS TOLD SISSIE EARLIER THAT SHE HAD CORRECTED THE MATTER AND AT ONE TIME IN HER PRESENCE IN THE OFFICE AND THAT SEVERAL TIMES THERE AFTER, BUT HER SECRETARY--PAYROLL CLERK DID NOT CHANGE IT IN THE COMPUTER AND THAT SHE WOULD TRY AND FIX IT FOR FUTURE BILLINGS.

JON TUCCI ASKED GLEN GREATHOUSE IF HE WOULD LIKE TO DEFEND HIMSELF IN ANY OF THE MATTERS PRESENTED BECAUSE THIS WAS ATTACKING HIM. GLEN RESPONDED BY SAYING THE BLACKTOP COULD NOT BE PUT DOWN UNTIL THE PROPER DRAINAGE PROBLEMS IS REPAIRED. THERE IS 340 FEET OF SEWAGE LINE THAT NEEDED COVERED BEFORE WINTER.

MIKE ARTHUR STATED THAT HE WAS OPENING A NEW BUSINESS MONDAY SEPTEMBER 9, 1996 ON THE CORNER OF WATER AND SECOND STREET. HE WANTED TO RENT TWO METERS IN FRONT OF HIS BUSINESS AND TWO METERS DOWN IN FRONT OF KENNEDYS JEWELRY STORE. 4 METERS TOTAL. THE AMOUNT WILL BE 25.00. EACH PER MONTH. THE MATTER WAS TABLED UNTIL OCTOBER MEETING BECAUSE MORE DISCUSSION AND INFORMATION ON THE MATTER WAS NEEDED. CHARLES WILSON MADE A MOTION TO TABLE MATTER AND BARBARA PHILLIPS SECONDED THE MATTER.. MOTION APPROVED.

BILL KAHER--FROM CHRIS MANOR THE HIGHRISE APT. COMPLEX STATED THERE IS USUALLY 5 PEOPLE ON THE BOARD AND THAT COUNCIL NEEDED TO APPROVE WHO THEY SELECTED GERT FIRTH WHICH IS A RESIDENCE OF THE BUILDING AND SHE HAS BEEN ON THE BOARD FOR YEARS. JOHN TUCCI MADE A MOTION TO ACCEPT GERT FIRTH TO THE BOARD AT THE HIGHRISE AND JOHN OLIVER SECONDED THE MOTION...MOTION CARRIED.

DENNIS WITH CHAMBER OF COMMERCE INTRODUCED HIMSELF AND THAT HE HAD TAKEN MERLE MOORES POSITION AND THAT HE WAS LOOKING FORWARD TO WORKING WITH AND FOR THE COUNCIL. HE ASKED PERMISSION TO HANG BANNERS ACROSS THE 3 STREETS IN WESTON FOR SEPT. 20, 1996 AT 10.00 OR DIRECT HIM TO SOMEONE FOR HELP.

DAVE WILLISTON FROM MONTGOMERY HOLLOW SPOKE OF NOT BEING ABLE TO GET ACCESS IN THE DRIVEWAY AT HIS RESIDENCE BECAUSE OF THE STREET DEPT. DIGGING ON DITCHES. HE WANTED TO KNOW WHY THE DITCHES ARE BEING CUT THROUGH RESIDENCES DRIVEWAYS. JOHN OLIVER STATED THAT GLEN WAS TRYING TO HANDLE THE MATTER AND PROBLEMS IN MONTGOMERY HOLLOW AND THAT HE WOULD TRY AND FIX IT SOON. JOHN OLIVER TOLD COUNCIL OF A LETTER RECEIVED BY HIM FROM A RUBY SNIDER ON MONTGOMERY HOLLOW MATTER OF CLOSING THE ALLEY TO SUMMIT AND SPRING. CHARLES WILSON ASKED IF THE ROAD HAD BEEN CLOSED GLENN GREATHOUSE STATED THAT IT WAS AND THE SIGN NEEDED TO BE PUT UP.

ED HUBBS FROM THE SANITARY BOARD WANTED THE COUNCIL TO LET HIM KNOW HOW THEY WERE TO REPAIR ROADS BACK AFTER REPAIR. THE COUNCIL TOLD ED HUBBS TO FIX IT THE WAY THE STATE HAD STATED AND STRET COMMISSIONER TOLD COUNCIL THAT THEY HAD STATED DIFFERENTLY LAST MEETING AND THE GUIDE LINES WERE FROM THE CITY CODES. EXPENSE IS THE PROBLEM WITH BLACKTOPPING AND CONCRETEING BUT JON TUCCI STATED THAT HE WOULD LIKE TO SEE THE REPAIR JOBS TO BE A PERMANENT FIXTURE FOR AT LEAST 10 YEARS INSTEAD OF 6 MONTHS. THE COUNCIL TOLD ED HUBBS TO GET A PERMIT FROM GLEN AND ALL OTHER UTILITY COMPANIES NEED TO DO THE SAME AND APPROVAL OF THE REPAIR WORK FROM GLENN GREATHOUSE BEFORE THEY COULD CALL THE JOB FINISHED. BARBARA PHILLIPS COMMENTED THAT THE TWO AGENCYS NEED TO WORK TOGETHER AND WORK OUT MINOR PROBLEMS. A SUGGESTION FOR A CITY ENGINEER FOR THE POSITION OF DRAINAGE PROBLEMS, CONTRACTORS, AND OTHER UNDERGROUND AND ROAD PROBLEMS.

CHARLES WILSON BROUGHT UP THE TENNANT STREET SWEEPER AND BILL HATTEN WAS THERE TO ANSWER ANY AND ALL QUESTIONS. A LARGE DISCUSSION WAS MADE AND CITY CLERK BETTY JO BROOKS STATED FOR THE RECORD THAT IT WAS AGAINST HER APPROVAL AT THIS TIME AND THAT THE

RESIDENCE WOULD RATHER SEE ROADS BLACKTOPPED INSTEAD OF A HOLE SWEEPED OUT. CHARLES WILSON STATED THAT AT THIS TIME THE SWEEPER WOULD NOT COST THE CITY ANY MONEY AT ALL AND THAT THE CONTRACT WOULD BEGIN IN MARCH AND THE MACHINE WOULD BE ON A 6 MONTH TRIAL BASIS. THE TOTAL WAS 17 THOUSAND PLUS FINANCING.

JOHN OLIVER STATED THAT HE FELT THE CITY COULD NOT AFFORD IT AT THIS TIME AND WITH A FEW WEEKS OF GOOD WEATHER LEFT WE SHOULD CONCENTRATE ON THE SNOW REMOVAL AND THE SNOW BLADES AND PLOWS THE CITY WILL NEED .

CHARLES WILSON MADE A MOTION TO PURCHASE THE STREET SWEEPER AT THIS TIME AND THE PAYMENTS WOULD START IN MARCH AND JOHN TUCCI SECONDED THE MOTION. JOHN OLIVER VOTED AGAINST THE MOTION..MOTION CARRIED 3-1.

TREASURER STATED THAT MAYBE NEXT YEAR FOR THE BUDGET THE MONEY WOULD BE MORE PLENTIFUL, BUT NOT THIS YEAR FOR THE PAYMENTS BECAUSE WE HAVE PURCHASED A LADDER TRUCK-- AND-A FOUR WHEEL DRIVE IS NEEDED FOR THE POLICE DEPT. WARD I VOTED YES--WARD II--VOTED YES---WARD III--VOTED NO----WARD IV--VOTED YES.

THE FIRE DEPT IS BEING FINANCED AT 4 % THROUGH FARMERS HOME LOAN. ED GRIFFIN WILL FURNISH A POSSIBLE ACCEPTANCE LETTER. THE MOTION WAS MADE BY JOHN TUCCI TO ACCEPT THE PURCHASE OF THE TRUCK IF THE PAYMENTS ARE WITHIN THE BUDGET AMOUNT . ED GRIFFIN JUST WANTED A MORAL COMMITMENT BY COUNCIL THAT THE LATER COUNCILS WILL ACCEPT THE 5 YEAR TERM ON THE PAYMENTS.

CHARLES WILSON MADE AN OBJECTIVE COMMENT ON THE MATTER BUT SUPPORTED THE PURCHASE.

WARD I---YES
WARDII--YES
WARD III--YES
WARD IV--YES
ALL APPROVED

CHARLES WILSON APPROACHED COUNCIL WITH THE SMOKING IN THE CITY BUILDING OR ANY USE OF TOBACCO PRODUCTS AFTER JANUARY 1, 1997.

JOHN TUCCI COMMENTED TO THE STATEMENT BY SAYING THEY WERE INFRINGING ON HIS RIGHTS. HE WAS TOTALLY AGAINST THE SUGGESTION.CHARLES WILSON MADE THE MOTION THAT AS OF JANUARY 1, 1997 THERE WILL BE NO MORE SMOKING OR USE OF ANY TOBACCO PRODUCTS IN THE CITY BUILDING. TOBACCO FREE. BARBARA PHILLIPS SECONDED THE MOTION.

WARD I.-- YES
WARD II---NO
WARD III---YES
WARD IV---YES

A DISCUSSION WAS HELD . MOTION CARRIED.

CHARLES WILSON ASKED FOR PERMISSION TO HAVE THE DEMOCRAT RUN A CONTEST FOR A LOGO FOR A SIGN FOR THE CITY OF WESTON IN THE NEAR FUTURE. COUNCIL GRANTED FOR CHUCK WILSON TO TALK TO THE DEMOCRAT ABOUT CONTEST.

MIKE YOUNG THE BUILDING INSPECTOR REPORTED TO COUNCIL ABOUT INSPECTING OF STEVE SQUIRES PROPERTY IN SHADYBROOK AREA AND MINNICH STREET ADDRESS. SQUIRES WAS TOLD TO REMOVE 1 VEHICLE AND STRAIGHTEN UP THE RESIDENCE AND MIKE WOULD BE BACK TO CHECK WITHIN THE NEXT FEW WEEKS.

STREET DEPT. STATED THAT THE BACKHOE WAS DOWN AGAIN AND IT NEEDED REPAIR.

CHIEF OF POLICE GEORGE BLAKE SAID THE POLICE ASSOCIATION MEETING WAS COMING UP AND ASKED COUNCIL AND CITY OF WESTON TO PAY ALL TRAINING FEES. CHARLES WILSON MADE A MOTION TO PAY FOR POLICE TRAINING MEETING AND BARBARA PHILLIPS SECONDED THE MOTION. MOTION CARRIED. THE OLD CRUISERS NEEDED TO BE PUT IN PAPER AND PUT UP FOR HIGHEST BID. THE MONIES WILL BE SET ASIDE FOR A FOUR WHEEL DRIVE VEHICLE. CHARLES WILSON MADE A MOTION TO ADVERTISE THE BIDS IN THE WESTON DEMOCRAT WITH THE AIRMARK TO PURCHASE A 4 WHEEL DRIVE IN THE NEAR FUTURE AND THE CITY HAD A RIGHT TO REJECT AND REFUSE ALL BIDS. JOHN OLIVER SECONDED THE MOTION. MOTION CARRIED.

CITY ATTORNEY ASKED FOR THE COUNCIL TO GIVE HIM PERMISSION TO PUT A LEIN ON A GERALDINE SNIDER PROPERTY AND THE COUNCIL AGREED. CHARLES WILSON MADE THE MOTION FOR TRACEY TO CONTINUE WITH THE PLACING OF ANY LEIN AND THAT 162.00 SHOULD BE COLLECTED. BARBARA PHILLIPS SECONDED THE MOTION.

CITY CLERK BETTY JO BROOKS ASKED COUNCIL IF ANY OF THEM HAD A PROBLEM WITH HER OFFICE AND JON TUCCI RESPONDED HE DID WITH THE HIRING OF A NEW EMPLOYEE--VICKIE DOERR AND THAT HE FELT COUNCIL SHOULD KNOW EVERYTHING ABOUT HER AND INTERVIEW HER. CITY CLERK BROOKS STATED THAT IT WAS NOT IN THE PERSONELL POLICY AND THAT SHE HAD A TIME LIMIT OF 6 DAYS TO INTERVIEW---HIRE---AND TRAIN A PERSON THEN GET A FINANCIAL STATEMENT IN TO CHARLESTON AND THAT SHE DID CALL AND LEAVE A MESSAGE ON TUCCIS MACHINE BUT HE WAS OUT OF TOWN. SO SHE DID WHAT SHE THOUGHT WAS RIGHT FOR THE CITY AND HER OFFICE AND SHE THOUGHT VICKI DOERR WAS A GREAT ASSET TO THE CITY.

THE MAYOR ASKED THE COUNCIL TO BACK HIM FINANCIALLY WITH A MEETING FOR MAYORS HERE IN WESTON IN OCTOBER. CHARLES WILSON MADE A MOTION TO ALLOW THE MAYOR TO HAVE 2,000.00 FOR THE MEETING AND JON TUCCI SECONDED THE MOTION.

CHARLES WILSON REQUESTED THAT A SPECIAL MEETING SHOULD BE SET UP FOR THE FOLLOWING WEEK TO DISCUSS 3 ITEMS FOR THE TIME FRAME OF CITY COUNCIL MEETINGS----MR. WEBER WITH THE ORDIANCES----AND WESTON STATE HOSPITAL---ANNEXATION----AND THE RESCENDING OF DRIVERS LICENSE TAX FOR JANUARY 1997.

SUE SWIGER WAS HIRED FOR A PART TIME 30 DAY PROBATION PERIOD TO HELP WITH THE CLERKS OFFICE---PARKING TICKETS AND DOCKETS AND TO BENEFIT THE WHOLE CITY BUILDING. CHARLES WILSON MADE THE MOTION AND JON TUCCI SECONDED THE MOTION.

WILLIE ALLMAN SIGN THAT WAS TO BE ERECTED HAD NOT BEEN PUT UP YET

AND THE COUNCIL WANTED GLEN TO PUT UP THE SIGN THE FOLLOWING DAY
AND GLEN AGREED.

A RECESS SESSION FOR THURSDAY SEPTEMBER 12, 1996 AT 4:30 WAS
BROUGHT UP BY CHARLES WILSON AND JOHN OLIVER SECONDED THE MOTION.
MEETING RECESSED BY MAYOR BURKHART. 10:20

SUPPLEMENTAL RESOLUTION

Introduced in Council

Adopted by Council

December 2, 1996December 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

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.

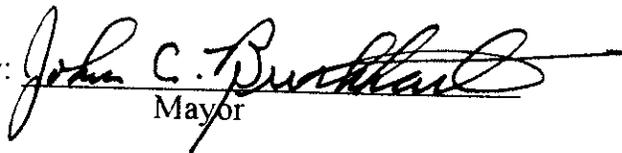
Section 13. The Issuer is a governmental unit which has general taxing powers to finance operations of or facilities of the nature of the Project and the System; 95% or more of the Net Proceeds of the Bonds are to be used for local government activities of the Issuer (or of a governmental unit the jurisdiction 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 than \$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

[SEAL]

CITY OF WESTON

By: 
Mayor



City Clerk

43099

\$1,274,287
City of Weston Sewer Revenue Bonds, Series 1996

**EXCERPT OF MINUTES ON
ADOPTION OF BOND RESOLUTION**

I, Betty J. Brooks, Clerk for the City of Weston (the "City"), hereby certify that the following is a true and correct excerpt of the minutes of a regular meeting of the said City:

The City met in regular session, pursuant to notice duly given, published and posted, copies of which are attached hereto and incorporated herein, on the 2nd day of December, 1996, at 102 West Second Street, Weston, West Virginia, at 7:00 p.m., prevailing time.

Present: John Burkhart, Mayor
Betty J. Brooks, Clerk;
Jon J. Tucci; Member;
John W. Oliver, Member;
K. Barbara Phillips, Member; and
Charles W. Wilson, Member.

Also present were Samme L. Gee, Esq., of Jackson & Kelly, Bond Counsel and W. T. Weber, II, Esq., Counsel to the Issuer.

John Burkhart, Mayor, presided and Betty J. Brooks, 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, Ms. Gee presented a Supplemental Resolution in writing entitled:

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.

and caused the same to be read and there was discussion. Thereupon, on motion of Charles Wilson, seconded by Jon Tucci, it was unanimously ordered that said Supplemental Resolution be adopted and be in full force and effect on and from the date thereof.

I hereby certify that the foregoing action of said City remains in full force and effect and has not been amended or appealed.

WITNESS my signature on this 10th day of December, 1996.

[SEAL]

Betty J. Brooks
Betty J. Brooks, Clerk

55516

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

FINAL
11-19-95

Entered: October 30, 1995

CASE NO. 95-0278-S-CN

WESTON SANITARY BOARD, a municipal corporation, Weston, Lewis County.

Application for a certificate of convenience and necessity to construct new sewer lines to serve the communities of Homewood and Bendale and to replace and repair existing sewer lines along Polk Creek, Lewis County, and for approval of financing incidental thereto.

RECOMMENDED DECISION

PROCEDURE

On April 6, 1995, the Weston Sanitary Board (Sanitary Board), by counsel Gale E. Carroll, filed with the Public Service Commission (Commission), pursuant to West Virginia Code §24-2-11, a duly certified application for a certificate of convenience and necessity to extend sewer lines to serve the communities of Homewood and Bendale and to repair and replace existing sewer lines along Polk Creek and adjacent to Weston, Lewis County, and for approval of financing incidental thereto. The application proposed that the estimated construction costs, which total \$2,574,287, would be funded by a Small Cities Block Grant of \$750,000, a \$250,000 grant from the Lewis County Board of Education, a \$300,000 grant from the Weston State Hospital, and a State Revolving Fund loan of \$1,274,287. Attached to the application was a copy of an ordinance of the City of Weston, issued March 21, 1995, and effective May 5, 1995, raising the Sanitary Board's sewer rates.

On April 7, 1995, the Commission directed the Sanitary Board to publish the Notice of Filing. The Notice of Filing provided that, if no substantial protests to the application were filed within thirty (30) days after date of publication, the Commission might waive formal hearing and grant the application based upon its review of the evidence submitted with the application.

On April 13, 1995, Staff Attorney Drexel M. Vealey filed the Initial Joint Staff Memorandum, indicating that Commission Staff was reviewing the

M. Vealey

application and would be filing a final recommendation as soon as its review was complete.

On April 17, 1995, the Commission Referral Order was entered in this proceeding, referring this matter to the Division of Administrative Law Judges (ALJ Division) for decision on or before November 1, 1995.

On April 18, 1995, the Sanitary Board filed an affidavit of publication establishing that the Notice of Filing had been published in The Weston Democrat on April 12, 1995.

On April 20, 1995, the undersigned ALJ issued a Procedural Order scheduling this matter for hearing at 9:30 a.m. on June 23, 1995, in Council Chambers, City Building, Weston, West Virginia. The order noted that, if no substantial protests were filed to the Notice of Filing and if, upon review, there was no conflict between Commission Staff and the Sanitary Board, the hearing might be canceled by subsequent order.

On June 19, 1995, Mr. Vealey filed a Final Joint Staff Memorandum, with attached memorandum from Randy Lengyel, Utilities Analyst, and James Spurlock, Staff Engineer, both of the Utilities Division of the Commission. The attached memorandum stated that Staff had received copies of the commitment letters for the Small Cities Block Grant in the amount of \$750,000 and for the Lewis County Board of Education and Weston State Hospital grants in the amount of \$550,000. Staff stated that since the project is necessary to provide sewer service to an unserved area, as well as to repair a deteriorated system, Staff has no objection to the filing. Staff accordingly recommended that the application be approved, contingent upon the Sanitary Board receiving a loan from the State Revolving Fund in the amount of \$1,274,287, and upon approval of the project by the Division of Environmental Protection (DEP). Mr. Vealey opined that hearing should be canceled.

On June 19, 1995, the undersigned ALJ canceled the hearing, as recommended, but, because her decision due date of November 1, 1995 was not immediate, rather than granting the application at that time with the contingencies Staff suggested, she required the Sanitary Board to provide the outstanding letter of commitment and the permit from DEP as soon as possible. She stated that, should such still be unavailable when it was necessary for her to issue her decision, she would grant the application with contingency(ies).

On October 25, 1995, Staff Attorney Meyishi Blair filed the Further final Joint Staff Memorandum, with attached memorandum from Mr. Lengyel. Ms. Blair, explaining that the case had been reassigned to her upon the departure of Mr. Vealey, stated that further inquiry had revealed that the Sanitary Board had secured neither the State Revolving Fund commitment letter nor the approval from DEP. Since the circumstances of this matter had not changed appreciably since June, Staff renewed its position that the certificate be granted upon the contingencies suggested in June. Ms. Blair added the recommendation that the items be filed with the Commission no later than sixty (60) days after the recommended decision becomes a final order of the Commission and, if they are not so filed, that the certificate become null and void without further action of the Commission.

On October 27, 1995, W. T. Weber, III, entering his appearance as counsel for the Sanitary Board, confirmed that the contingencies could not be fulfilled at this time but stated that, as soon as he received the needed documentation, he would send it.

FINDINGS OF FACT

1. On April 6, 1995, the Weston Sanitary Board (Sanitary Board) filed with the Public Service Commission (Commission) a duly certified application for a certificate of convenience and necessity to extend sewer lines to serve the communities of Homewood and Bendale and to repair and replace existing sewer lines along Polk Creek and adjacent to Weston, Lewis County, and for approval of financing incidental thereto. The application proposed that the estimated construction costs, which total \$2,574,287, would be funded by a Small Cities Block Grant of \$750,000, a \$250,000 grant from the Lewis County Board of Education, a \$300,000 grant from the Weston State Hospital, and a State Revolving Fund loan of \$1,274,287. Attached to the application was a copy of an ordinance of the City of Weston, issued March 21, 1995, and effective May 5, 1995, raising the Sanitary Board's sewer rates. (See application).

2. Following notice to the public of the application, no protest was filed in response to publication. (See affidavit of publication filed April 18, 1995).

3. Letters of commitment were received for the Small Cities Block Grant and for the Lewis County Board of Education and Weston State Hospital grants in the amounts proposed by the application, but no letter of commitment was received for the State Revolving Fund loan and the Division of Environmental Protection has not approved the project. (See Final Joint Staff Memorandum filed June 19, 1995; Further Final Joint Staff Memorandum filed October 25, 1995; submission of October 27, 1995).

4. Commission Staff reviewed the project, finding it needed to provide sewer service to an unserved area and to repair a deteriorated system, and recommended that it be approved, contingent upon the Sanitary Board receiving a commitment letter and loan from the State Revolving Fund in the amount of \$1,274,287, and upon approval of the project by the Division of Environmental Protection by issuance of a NPDES permit. Further, Commission Staff recommended that, if documents establishing fulfillment of said contingencies are not filed with the Commission within sixty (60) days after the recommended decision becomes a final order, the certificate become null and void without further action of the Commission. (See Final Joint Staff Memorandum filed June 19, 1995; Further Final Joint Staff Memorandum filed October 25, 1995).

CONCLUSION OF LAW

It is appropriate to grant the application for a certificate of convenience and necessity, pursuant to W.Va. Code §24-2-11, and to approve the funding, upon the following contingencies: that the Weston Sanitary Board receive a letter of commitment from the State Revolving Fund in the amount of \$1,274,287 and file with the Commission said letter, within

amount of \$1,274,287 and file with the Commission said letter, within sixty (60) days of the date that this decision becomes a final order; and that the Weston Sanitary Board file with the Commission an NPDES permit for the project within the same sixty (60) days. It will be ordered that, if said documents are not so filed, after the said sixty (60) days have expired, the certificate become null and void.

ORDER

IT IS, THEREFORE, ORDERED that the application for a certificate of convenience and necessity filed by the Weston Sanitary Board on April 6, 1995, be granted and the funding proposed thereby be approved, contingent upon the following: that the Weston Sanitary Board receive a letter of commitment from the State Revolving Fund in the amount of \$1,274,287 and file with the Commission said letter, within sixty (60) days of the date that this decision becomes a final order; and that the Weston Sanitary Board file with the Commission a NPDES permit for the project within the same sixty (60) days.

IT IS FURTHER ORDERED that, if the Weston Sanitary Board fails to fulfill the contingencies heretofore stated, the certificate of convenience and necessity hereby granted become null and void upon the expiration of sixty (60) days after this decision becomes the final order of the Commission.

IT IS FURTHER ORDERED that the Weston Sanitary Board not begin construction of the project that is the subject of its April 6, 1995 application until it has received the letter of commitment and moneys in the amount of \$1,274,287 from the State Revolving Fund and the NPDES permit.

IT IS FURTHER ORDERED that, if the construction bids exceed the estimated project costs of \$2,574,287, or if any changes occur regarding the scope of the financing of the project, the Weston Sanitary Board petition the Commission for approval of any such revisions.

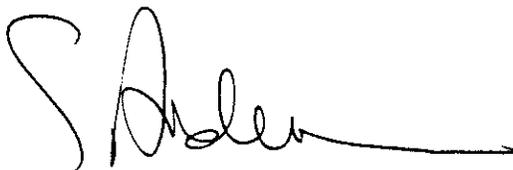
IT IS FURTHER ORDERED that this matter be removed from the Commission's docket of open cases.

IT IS FURTHER ORDERED that the Executive Secretary serve a copy of this order upon the Commission by hand delivery, and upon all parties of record by United States Certified Mail, return receipt requested.

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

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

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



Sunya Anderson
Administrative Law Judge

SA:mal



STATE OF WEST VIRGINIA
WATER DEVELOPMENT AUTHORITY

1201 DUNBAR AVENUE
DUNBAR, WV 25064

Telephone (304) 558-3612
Telecopier (304) 558-0299

June 9, 1995

Mr. Edward Henline
Region VII Planning and Development Council
4 West Main Street
Buckhannon WV 26201

PRELIMINARY APPLICATION -
CITY OF WESTON (SEWER PROJECT)

The West Virginia Infrastructure and Jobs Development Council (the "Council") has reviewed the Preliminary Application for the above-referenced project and has determined that the project is technically and financially feasible within the guidelines of the Act. (See attached Sewer Assessment Committee comments.)

The Council recommends that the Town of Weston proceed with the proposed financing of a \$300,000 contribution from Sharp State Hospital, a \$249,000 contribution from the Lewis County School Board, a \$750,000 Small Cities Block Grant, and a State Revolving Fund Loan of \$2,897,346 from the Division of Environmental Protection to finance this project.

If you have any questions concerning this recommendation, please contact Daniel Yonkosky, Director of the Water Development Authority, who serves as chairman of the Council's Funding Committee.

A handwritten signature in cursive script that reads "Daniel B. Yonkosky".

for RUSSELL L. ISAACS, CHAIRMAN
WEST VIRGINIA INFRASTRUCTURE AND JOBS DEVELOPMENT COUNCIL

db

Attachment

c Fred Cutlip, West Virginia Development Office
Mike Johnson, Division of Environmental Protection

CITY OF WESTON**\$1,274,287 Sewer Revenue Bonds, Series 1996****CERTIFICATE OF:**

1. TERMS
2. NO LITIGATION
3. GOVERNMENTAL APPROVALS AND BIDDING
4. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS
5. SIGNATURES
6. PUBLIC SERVICE COMMISSION ORDER
7. RATES
8. INCUMBENCY AND OFFICIAL NAME
9. LAND AND RIGHTS-OF-WAY
10. MEETINGS
11. INSURANCE
12. LOAN AGREEMENT
13. SPECIMEN BOND
14. CONFLICTS OF INTEREST
15. GRANTS
16. PRIVATE USE OF FACILITIES
17. NO FEDERAL GUARANTY
18. IRS INFORMATION RETURN
19. CLEAN WATER ACT
20. BOND PROCEEDS; PROJECT TERMS
21. PUBLICATION AND PUBLIC HEARING ON BOND ORDINANCE

We, the undersigned MAYOR and the undersigned CLERK of the City of Weston (herein called the "Issuer"), and the undersigned ATTORNEY for the Issuer, hereby certify in connection with the single, fully registered City of Weston Sewer Revenue Bond, Series 1996, numbered R-1, dated the date hereof, in the aggregate principal amount of \$1,274,287 (the "Series 1996 Bonds"), the Series 1996 Bonds bearing no interest, as follows:

1. TERMS: All capitalized words and terms used in this Certificate and not otherwise defined shall have the same meaning as in the Bond Ordinance duly enacted by the Issuer on September 3, 1996 and a Supplemental Resolution adopted December 2, 1996, relating to the Series 1996 Bonds (collectively, the "Ordinances"), and the Loan Agreement entered into between the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Division of Environmental Protection, a division of the West Virginia Bureau of Environment (the "DEP") for the Series 1996 Bonds, dated October 10, 1996 (the "Loan Agreement").

2. **NO LITIGATION:** No controversy or litigation of any nature is now pending, or, to the knowledge of any of the undersigned, threatened, restraining, enjoining or affecting the issuance and delivery of the Series 1996 Bonds; nor questioning the proceedings and authority by which the Council of the Issuer (the "Council") authorized the issuance and sale of the Series 1996 Bonds; nor affecting the validity of the Series 1996 Bonds or any provisions made or authorized for the payment thereof; nor questioning the existence of the Issuer or the title of the members or officers of the Issuer or of the Council thereof to their respective offices; nor questioning the acquisition and construction of the additions, betterments and improvements to the wastewater collection facilities for the Issuer, financed in part by the proceeds of sale of the Series 1996 Bonds (herein called the "Project"), nor operation by the Issuer of the Project (the Project and any further improvements or extensions thereto, herein collectively called the "System"), nor challenging the collection, use or pledge of the Net Revenues of the System.

3. **GOVERNMENTAL APPROVALS AND BIDDING:** All applicable approvals and certificates required by law for the acquisition and construction of the Project, operation of the System, and issuance of the Series 1996 Bonds have been duly and timely 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 Code of West Virginia, 1931, as amended, which bids remain in full force and effect.

4. **NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS:** There has been no adverse change in the financial condition of the Issuer since the approval, execution and delivery by the Issuer of the Loan Agreement, and the Issuer has met all conditions prescribed in the Loan Agreement. The Issuer has or can provide the financial, institutional, legal and managerial capabilities necessary to complete the Project. Further, there has been no adverse change in the status of the Sharpe Hospital Grant or the Intergovernmental Agreement or any other grant necessary to finance the acquisition and construction of the Project. The Issuer has no outstanding debt secured by the Net Revenues of the System.

5. **SIGNATURES:** The undersigned Mayor and Clerk are the duly elected or appointed, qualified and serving officers of the Issuer as indicated by the official titles opposite their signatures below, and were duly authorized to execute and seal the Series 1996 Bonds for the Issuer. The seal impressed upon the Series 1996 Bonds and this Certificate is the duly authorized, proper and only seal of the Issuer.

6. **PUBLIC SERVICE COMMISSION ORDER:** The undersigned PSC Attorney hereby certifies that the Issuer has filed any information with the Public Service Commission (the "PSC") and taken all other action required to maintain the PSC Final Order issued in Case No. 95-0278-S-CN granting the Issuer a Certificate of Convenience and Necessity, and approving the financing, in full force and effect, and has taken all other action required by applicable law.

7. **RATES:** The Issuer has duly enacted a sewer rate ordinance on May 5, 1994, as ratified and reaffirmed on May 1, 1995, setting rates and charges for the services of the System. The time for appeal of such sewer rate ordinance has expired prior to the date hereof without any appeal, and such rates are currently in effect.

8. **INCUMBENCY AND OFFICIAL NAME:** The proper corporate title of the Issuer is "City of Weston," and it is a municipal corporation in Lewis County and is presently existing under the laws of, and a political subdivision of, the State of West Virginia. The governing body of the Issuer is its Council, consisting of six (6) members, whose names and dates of commencement and termination of terms of office during these Bond proceedings are as follows:

<u>Name</u>	<u>Office</u>	<u>Date of Commencement of Office</u>	<u>Date of Termination of Office</u>
John C. Burkhart	Mayor	7/1/95	7/1/97
Betty J. Brooks	City Clerk	7/1/95	7/1/97
Jon J. Tucci	Councilman	7/1/95	7/1/97
K. Barbara Phillips	Councilwoman	7/1/95	7/1/97
Charles W. Wilson	Councilman	7/1/95	7/1/97
John Oliver	Councilman	7/1/95	7/1/97

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

Chairperson	John C. Burkhart
Member	Walt Gilbertson, P.E.
Member	Jim Anderson
Member	Frank Angotti

W. T. Weber, III, Esq., whose signature appears hereon is the duly appointed and acting Attorney for the Issuer.

9. **LAND AND RIGHTS-OF-WAY:** All land is fee simple and all rights-of-way and easements necessary for the construction of the Project and the operation and maintenance of the System have been acquired or can and will be acquired by purchase or, if necessary, by condemnation by the Issuer and are adequate for such purposes and are not or will not be subject to any liens, encumbrances, reservations or exceptions that would adversely affect or interfere in any way with the use thereof for such purposes. The costs thereof, including costs of any properties that may have to be acquired by condemnation are, in the opinion of all the undersigned, within the ability of the Issuer to pay for the same without jeopardizing the security of or payments on the Series 1996 Bonds.

10. **MEETINGS:** All actions, ordinances, resolutions, orders and agreements taken, adopted and entered into by or on behalf of the Issuer in any way connected with the construction, acquisition, operation and financing of the Project were authorized or adopted at meetings of the Council duly and regularly or specially called and held pursuant to all applicable statutes and the rules of procedure of the Council, and a quorum of duly appointed, qualified and acting members of the Council were 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.

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

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

13. **SPECIMEN BONDS:** Attached hereto as Exhibit A is a specimen of the Series 1996 Bonds which, except as to execution and authentication, is identical in all respects with such Series 1996 Bond this day delivered to the Authority and being substantially in the form prescribed in the Ordinance.

14. **CONFLICTS OF INTEREST:** No officer or employee of the Issuer has a substantial financial interest, direct, indirect, by reason of ownership of stock or otherwise, in any corporation, in any contract with the Issuer or to any contractor supplying the Issuer, relating to the Series 1996 Bonds 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.

15. **GRANTS:** The Intergovernmental Agreement and the Sharpe Hospital Grant are in full force and effect.

16. **PRIVATE USE OF FACILITIES:** The Issuer shall at all times take, and refrain from taking, and shall not fail to take, any and all actions necessary in order to assure

the initial and continued tax-exempt status of the Series 1996 Bonds and the interest thereon. Less than 10% of the proceeds of the Series 1996 Bonds will be used, directly or indirectly, for any private business use, and less than 10% of the payment of principal of, or the interest on, such issue, under the terms of such issue or any underlying arrangement, is, directly or indirectly, secured by any interest in property used or to be used for a private business use, payments in respect of such property, or 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. None of the proceeds of the Series 1996 Bonds will be used, directly or indirectly, for any private business use which is not related to the governmental use of the proceeds of the Series 1996 Bonds, including the disproportionate related business use of the proceeds of the Series 1996 Bonds, and none of the payment of principal on, or the interest on, such issue, under the terms of any underlying arrangement, is, directly or indirectly, secured by any interest in property used, or to be used for a private business use, payments in respect of such property or 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 with respect to such private business use, which is not related to any government use of such proceeds, including the disproportionate business use of the issue of the Series 1996 Bonds. None of the proceeds of the issue of the Series 1996 Bonds will be used, directly or indirectly, to make or finance loans to persons other than governmental units. For purposes of this paragraph, private business use means use, directly or indirectly, in a trade or business carried on by any person, including related persons, other than a governmental unit or other than use as a member of the general public. All of the foregoing shall be determined in accordance with and within the meaning of the Internal Revenue Code of 1986, as amended, including any successor provisions and rules and regulations thereunder (the "Code").

17. **NO FEDERAL GUARANTY:** The Series 1996 Bonds are not, in whole or in part, and will not be, directly or indirectly, federally guaranteed within the meaning of Section 149(b) of the Code.

18. **IRS INFORMATION RETURN:** On the date hereof, the undersigned Mayor did officially execute a properly completed IRS Form 8038-G and will cause such executed Form 8038-G to be filed in a timely manner pursuant to Section 149(e) of the Code with the Internal Revenue Service Center, Philadelphia, Pennsylvania. The information contained in such executed Form 8038-G is true, correct and complete.

19. **CLEAN WATER ACT:** The Project as described in the Bond Ordinance complies with Sections 208 and 303(e) of the Clean Water Act.

20. **BOND PROCEEDS; PROJECT TERMS:** On the date hereof, the Issuer received \$63,714.35 for the Series 1996 Bonds from the Authority and the DEP, being a portion of the principal amount of the Series 1996 Bonds and more than a de minimis amount of the proceeds of the Series 1996 Bonds. The balance of the principal amount of the Series 1996 Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

Construction and acquisition of the Project will proceed with due diligence to completion. Construction of the Project is expected to be completed by December 10, 1997.

The total cost of the Project is estimated at \$2,221,308.12. Sources and uses of funds for the Project are as follows:

SOURCES

Series 1996 Bonds	\$ 1,274,287.00
Sharpe Hospital Grant	328,000.00
SCBG	619,021.12
Total Sources	\$ 2,221,308.12

USES

Construction Costs	\$ 1,716,024.60
Technical Costs	160,402.00
Legal and Fiscal	11,500.00
Administrative Costs	27,000.00
Site and Other Lands Costs	45,000.00
Interim Financing Costs	15,000.00
Contingency	237,881.52
Closing Costs	8,500.00
Total Uses	\$ 2,221,308.12

Prior to the issuance of the Bonds, the Lewis County Board of Education Grant in the amount of \$250,000 was expended completing the extension of the System to the Lewis County High School.

21. PUBLICATION AND PUBLIC HEARING ON BOND ORDINANCE:

Upon adoption of the Bond Ordinance, an abstract thereof, determined by the Issuer 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 newspaper published and of general circulation in the City of Weston, 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 1996 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 3rd day

of September, 1996, at 7:00 p.m., at the City Building and present objections and suggestions, 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.

WITNESS our signatures and the official corporate seal of the City of Weston on this 10th day of December, 1996.

[SEAL]

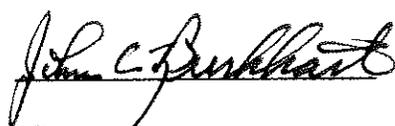
<u>Signature</u>	<u>Official Title</u>
	Mayor
	City Clerk
	Attorney for City

EXHIBIT A

Specimen Bond

NUMBER
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: _____

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	-	-	15,928.59
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:

CITY OF WESTON

\$1,274,287 Sewer Revenue Bonds, Series 1996

CERTIFICATE OF CITY CLERK AS TO TRUTH
AND ACCURACY OF DOCUMENTS DELIVERED

I, the undersigned Betty J. Brooks, Clerk of City of Weston, West Virginia (the "Issuer"), hereby certify that the copies of the following documents being delivered in connection with the closing of the City of Weston's sale of \$1,274,287 Sewer Revenue Bond, Series 1996 (the "Bonds"), are, as of the date hereof, true and accurate copies of the originals of those documents maintained on file with the Issuer and delivered in the transcript of proceedings, that said documents have been duly adopted or entered by the Council of the Issuer ("Council"), and that said documents are still in full force and effect as of the date hereof and have not been repealed, rescinded, superseded, amended or modified in any way unless the document effecting such repeal, rescission, supersedence, amendment or modification is also listed below:

1. City Charter.
2. Rules of Procedure.
3. Oaths of Office of Mayor, City Clerk and Council members.
4. Ordinance creating the Sanitary Board.
5. Sewer Rate Ordinance enacted May 5, 1994 and ratified and reaffirmed on May 1, 1995.
6. Affidavit of Publication of Sewer Rate Ordinance and Notice of Public Hearing.
7. Minutes on Adoption of Sewer Rate Ordinance.
8. Petition of Sanitary Board.
9. Loan Agreement for the Series 1996 Bonds dated October 10, 1996.
10. Minutes of the August 5, 1996, regular meeting of the Council of the City, wherein the Bond Ordinance (the "Ordinance") was introduced.
11. Minutes of the August 19, 1996, special meeting of the Council of the City, wherein the Ordinance was adopted including authorizing publication of an Abstract of the Ordinance and Notice of Public Hearing.

12. The Ordinance enacted by the Council of the City on September 3, 1996.
13. The Supplemental Resolution adopted by the Council of the City on December 2, 1996, putting the Ordinance into effect and awarding the City's Sewer Revenue Bonds, Series 1996, in the aggregate principal amount of \$1,274,287 and fixing the rate of interest thereon and fixing other matters.
14. Affidavit of Publication of Abstract of Bond Ordinance and Notice of Public Hearing.
15. Minutes on Adoption and Enactment of Bond Ordinance and Adoption of Supplemental Resolution.
16. Intergovernmental Agreement and evidence of the Sharpe Hospital Grant.
17. NPDES Permit.
18. Final Order of the Public Service Commission of West Virginia (the "Commission") granting the City a Certificate of Convenience and Necessity.
19. West Virginia Infrastructure and Jobs Development Council Approval.

WITNESS my signature and the official seal of the City of Weston as of the

10th day of December, 1996.



Clerk, City of Weston

(SEAL)



DIVISION OF ENVIRONMENTAL PROTECTION
1201 Greenbrier Street
Charleston, WV 25311-1088

GASTON CAPERTON
GOVERNOR

LAIDLEY ELI McCOY, Ph.D.
DIRECTOR

April 2, 1996

Honorable John Burkhart
Mayor, City of Weston
Sanitary Board
102 West Second Street
Weston, WV 26452

CERTIFIED RETURN RECEIPT REQUESTED

Dear Mayor Burkhart:

Enclosed find WV/NPDES Water Pollution Control Permit No. WV0028088, dated the 2nd day of April 1996, for the City of Weston, Sanitary Board, in Weston, West Virginia, and environs.

Please be advised that the final Permit has been amended to incorporate revisions to Section G.15.b) and Section G.15.c), as discussed with Mr. Edward R. Hubbs, Plant Manager. Furthermore, Section A.2 has been revised to incorporate the most recent edition of the Permit requirements relative to the attainment of compliance under the State Combined Sewer Overflow Strategy.

All facilities permitted to discharge pollutants to the waters of the State, under Chapter 22, Article 11 of the West Virginia Code, are required to test their effluent in order to verify permit compliance. This testing is the responsibility of the permittee, and these test results are to be submitted to the office on the Discharge Monitoring Reports (DMRs), which are attached to the back of this Permit. A DMR is to be completed and received by this office, each month, no later than 20 days following the end of the reporting period. The address to which DMRs are to be sent is noted in Section E.2, Attention: Municipal Branch. It is suggested that several copies of the enclosed DMR forms be made for your future use, as this office does not supply permittees with DMR forms.

Please note the attachment to this Permit which describes the annual permit fee requirement.

CITY OF WESTON

\$1,274,287 Sewer Revenue Bonds, Series 1996

CERTIFICATE OF CONSULTING ENGINEER

I, Thomas J. Blair, III, Registered Professional Engineer, West Virginia License No. 003743, of Kelley, Gidley, Blair & Wolfe, Inc., Consulting Engineers, Charleston, West Virginia, hereby certify as follows:

1. My firm is engineer for the construction and acquisition of additions, betterments and improvements to the existing wastewater treatment system (herein called the "Project") for City of Weston (the "Issuer") to be constructed in Lewis 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 Bond Ordinance enacted by the Council of the Issuer on September 3, 1996, and the Supplemental Resolution adopted by the Council on December 2, 1996, and the Loan Agreement by and between the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Division of Environmental Protection (the "DEP") for the Bonds dated October 10, 1996.

2. The Bonds are being issued for purposes of (i) paying a portion of the costs of acquisition and construction of additions, betterments and improvements of the existing wastewater treatment system of the Issuer; and (ii) to pay costs of issuance hereof and related costs.

3. 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 and DEP requesting that the Authority purchase the Bonds (the "Application"), (ii) the Project has been approved by all necessary governmental bodies, (iii) the Project is adequate for the purpose for which it was designed and has an estimated useful life of at least twenty years, (iv) 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, (v) the Issuer has obtained all permits required by the laws of the State and the federal government necessary for the construction of the Project, (vi) the rates and charges for the System as enacted by the Issuer are sufficient to comply with the provisions of the Loan Agreement, and (vii) the net proceeds of the Bonds, together with all other moneys on deposit or to be simultaneously deposited and irrevocably pledged thereto and

SCHEDULE A

NAME OF GOVERNMENTAL AGENCY: Weston

ESTIMATED TOTAL COST OF PROJECT, SOURCES OF FUNDS
AND COST OF FINANCING

A. Cost of Project

1. Construction	\$ 1,716,024.60
2. Technical Services	\$ 160,402.00
3. Legal and Fiscal	\$ 11,500.00
4. Administrative	\$ 27,000.00
* 5. Site and Other Lands	\$ 45,000.00
* 6. Step I and/or Step II (Design) or Other Loan Repayment (Specify Type: _____)	\$ 0.00
7. Interim Financing Costs	\$ 15,000.00
8. Contingency	\$ 237,881.52
9. Total of Lines 1 Through 8	\$ _____

\$ 2,212,808.12

B. Sources of Funds

10. Federal Grants: ¹	<u>SCBG</u>	\$ 619,021.12
(Specify Sources)	_____	\$ _____
11. State Grants: ¹	_____	\$ _____
(Specify Sources)	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
12. Other Grants: ¹	_____	\$ _____
(Specify Sources)	_____	\$ _____
13. Any Other Source ²	<u>Weston Hospital</u>	\$ 328,000.00
(Specify)	_____	\$ _____

14. Total of Lines 10 Through 13 \$ 947,021.12

15. Net Proceeds Required from Bond Issue
(Line 9 Less than 14) \$ 1,265,787.00

C. Cost of Financing

16. Capitalized Interest	\$ _____
(Construction period plus six months)	
17. Funded Reserve Account: ³	\$ _____
18. Other Costs: ⁴	\$ 8,500.00 Bond Counsel
	\$ _____

19. Total Cost of Financing (lines 16 through 18) \$ 8,500.00

20. Size of Bond Issue (Line 15 plus Line 19) \$ 1,274,287.00

* not allowable for State Revolving Fund Assistance

City of Weston

By John C. Burkhead
Mayor

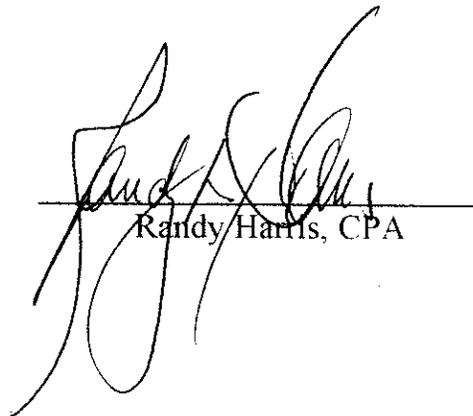
CITY OF WESTON

\$1,274,287 Sewer Revenue Bonds, Series 1996

CERTIFICATE OF ACCOUNTANT AS TO COVERAGE

The undersigned, Randy Harris, Certified Public Accountant, hereby certifies that I have reviewed the sewer service rates which were enacted by the City of Weston (the "Issuer ") on May 5, 1994 and ratified and reaffirmed on May 1, 1995. It is my opinion that the rates are adequate to pay operation and maintenance expenses of the wastewater system of the Issuer, and to meet the debt service coverage requirements of the Bond Ordinance enacted by the Issuer on September 3, 1996, and the Supplemental Resolution adopted December 2, 1996, and are sufficient to comply with the provisions of the Loan Agreement entered into between the Issuer, the Authority and the West Virginia Division of Environmental Protection for the Series 1996 Bonds on October 10, 1996.

WITNESS my signature as of this 10th day of December, 1996.



Randy Harris, CPA

REGISTRAR'S AGREEMENT

THIS REGISTRAR'S AGREEMENT, dated as of the 10th day of December, 1996, by and between CITY OF WESTON, a municipal corporation of the State of West Virginia (the "Issuer"), and UNITED NATIONAL BANK, Charleston, West Virginia, a national banking association (the "Registrar").

WHEREAS, the Issuer has, contemporaneously with the execution hereof, issued and sold its \$1,274,287 City of Weston Sewer Revenue Bonds, Series 1996 (the "Series 1996 Bonds"), in the form of one bond numbered R-1 (the "Bonds"), pursuant to the Bond Ordinance enacted September 3, 1996, and a Supplemental Resolution duly adopted December 2, 1996 (the "Ordinance");

WHEREAS, capitalized words and terms used in this Registrar's Agreement and not otherwise defined herein shall have the respective meanings given them in the Ordinance, a copy of which is attached as Exhibit A hereto and incorporated herein by reference;

WHEREAS, the Ordinance provide for an appointment by the Issuer of a Registrar for the Bonds; and

WHEREAS, the Issuer desires to appoint, and by the Ordinance and this Registrar's Agreement does appoint, the Registrar to act as Registrar under the Ordinance and to take certain other actions hereinafter set forth;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Upon the execution of this Registrar's Agreement by the Issuer and the Registrar and during the term hereof, the Registrar does accept and shall have and carry out the powers and duties of Registrar for the Bonds, all as set forth in the Ordinance, such duties including, among other things, the duties to authenticate, register and deliver Bonds upon original issuance and when properly presented for exchange or transfer, and shall do so with the intention of maintaining the exclusion of interest on the Bonds from gross income for federal income tax purposes, in accordance with any rules and regulations promulgated by the United States Treasury Department or by the Municipal Securities Rulemaking Board or similar regulatory bodies as the Issuer advises it of and with generally accepted industry standards.

2. The Registrar agrees to furnish the Issuer with appropriate records of all transactions carried out by it as Registrar and to furnish the Issuer with the names and specimen signatures of the Registrar's authorized officers for the purposes of acting as the Registrar and with such other information and reports as the Issuer may from time to time reasonably require.

3. The Registrar shall have no responsibility or liability for any action taken by it at the specific direction of the Issuer.

4. As compensation for acting as Registrar pursuant to this Registrar's Agreement, the Issuer hereby agrees to pay to the Registrar, from time to time, the compensation for services rendered as provided in the annexed schedule and reimbursement for reasonable expenses incurred in connection with this Registrar's Agreement.

5. It is intended that this Registrar's Agreement shall carry out and implement provisions of the Ordinance with respect to the Registrar. In the event of any conflict between the terms of this Registrar's Agreement and the Ordinance, the terms of the Ordinance shall govern.

6. The 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 Ordinance will violate any order, decree or agreement to which it is a party or by which it is bound.

7. This Registrar's Agreement may be terminated by either party upon 60 days' written notice sent by registered or certified mail to the other party, at the following respective address:

Issuer:

City of Weston
102 W. Second Street
Weston, West Virginia 25452
Attention: Mayor

REGISTRAR:

United National Bank
500 Virginia Street, East
Charleston, WV 25301

8. The Registrar is hereby requested and authorized to authenticate and deliver the Bonds in accordance with the Ordinance.

IN WITNESS WHEREOF, CITY OF WESTON and UNITED NATIONAL BANK 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: *John C. Benkhart*
Mayor

UNITED NATIONAL BANK

By: *Kat Smith*
Its: ASSISTANT VICE PRESIDENT

EXHIBIT A

BOND ORDINANCE AND SUPPLEMENTAL RESOLUTION

[See Tabs Nos. 13 and 16]

CITY OF WESTON

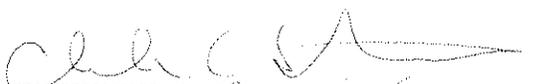
\$1,274,287 Sewer Revenue Bond, Series 1996

ACCEPTANCE OF DUTIES AS DEPOSITORY BANK

United National Bank, Weston, West Virginia, a national banking association, through its branch office in Weston, West Virginia, hereby accepts appointment as the Depository Bank in connection with the Bond Ordinance duly enacted by City of Weston on September 3, 1996, and the Supplemental Resolution adopted December 2, 1996 (collectively, the "Resolutions") authorizing the issuance of City of Weston Sewer Revenue Bond, Series 1996, dated December 10, 1996, in the aggregate principal amount of \$1,274,287 (the "Bonds") and agrees to perform all duties of the Depository Bank in connection with such Bonds, all as set forth in said Ordinance.

Witness my signature as of the 10th day of December, 1996.

UNITED NATIONAL BANK

By: Its: Vice Pres. U.N.B.

REQUEST AND AUTHORIZATION AS TO AUTHENTICATION
AND DELIVERY OF THE BONDS

December 10, 1996

United National Bank
500 Virginia Street, East
Charleston, WV 25301

Ladies and Gentlemen:

We herewith hand to you, the duly executed \$1,274,287 City of Weston Sewer Revenue Bonds, Series 1996 in the form of one bond numbered R-1 (the "Bonds"), authorized to be issued under and pursuant to the Bond Ordinance, duly enacted by the Council of the City of Weston (the "Issuer") on September 3, 1996, and a Supplemental Resolution adopted by the Issuer on December 2, 1996 (collectively, the "Ordinance").

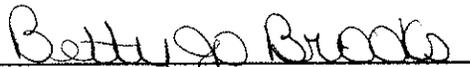
You are hereby requested and authorized to register, authenticate and deliver the Bonds on behalf of the Issuer to the West Virginia Water Development Authority.

CITY OF WESTON

By: 
Mayor

(SEAL)

Attest:


City Clerk

CITY OF WESTON

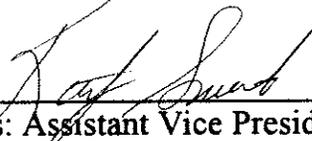
\$1,274,287 Sewer Revenue Bonds, Series 1996

CERTIFICATE OF REGISTRATION OF BOND

I, Kathy Smith, Assistant Vice President for United National Bank, Charleston, West Virginia, as Bond Registrar (the "Registrar"), hereby certify that on the 10th day of December, 1996, the Bond of the City of Weston in the principal amount of \$1,274,287 designated "City of Weston Sewer Revenue Bond, Series 1996" and numbered R-1 and dated as of the date hereof, was registered as to principal 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 United National Bank, as Registrar.

WITNESS my signature as of the 10th day of December, 1996.

UNITED NATIONAL BANK, as Registrar

By: 
Its: Assistant Vice President

CITY OF WESTON

\$1,274,287 Sewer Revenue Bonds, Series 1996

RECEIPT FOR BOND

The undersigned, BARBARA B. MEADOWS, Secretary-Treasurer of the West Virginia Water Development Authority, for and on behalf of the West Virginia Water Development Authority (the "Authority"), hereby certifies as follows:

1. On the 10th day of December, 1996, in Dunbar, West Virginia, the Authority received the entire original issue of \$1,274,287 in aggregate principal amount of the City of Weston Sewer Revenue Bonds, Series 1996 (the "Series 1996 Bonds"), said Bond being dated the 10th day of December, 1996; and issued in the form of one bond, fully registered to the Authority, and numbered R-1.

2. At the time of receipt of such Bond, it had been executed by John C. Burkhart, as Mayor of the City of Weston, by manual signature, and attested by Betty J. Brooks, as City Clerk, by manual signature, and the official seal of said City had been impressed upon such Bond.

IN WITNESS WHEREOF, Barbara B. Meadows duly signed and delivered this receipt on behalf of the West Virginia Water Development Authority on the 10th day of December, 1996.

WEST VIRGINIA WATER DEVELOPMENT
AUTHORITY

By: Barbara B Meadows
Secretary-Treasurer

CITY OF WESTON

\$1,274,287 Sewer Revenue Bonds, Series 1996

RECEIPT FOR BOND PROCEEDS

The undersigned Betty J. Brooks, Clerk of the City of Weston (the "Issuer"), hereby certifies as follows:

1. The Issuer has received and hereby acknowledges receipt from the West Virginia Water Development Authority (the "Authority"), as original purchaser of the \$1,274,287 City of Weston Sewer Revenue Bonds, Series 1996, of more than a de minimis amount of the purchase price of said Bonds. \$63,714.³³ was received at closing and the remainder will be advanced from time to time as acquisition and construction of the Project progresses up to \$1,274,287. ^{BJB.}

IN WITNESS WHEREOF, City of Weston has caused this receipt to be executed by the Clerk on this 10th day of December, 1996.

CITY OF WESTON

By: Betty J. Brooks
Clerk

AGENCY: ENVIRONMENTAL PROTECTION
TOTAL: \$63,714.00
TRANSACTION INVOICE
ID NUMBER &
I920023726 001, C544-174

WARRANT #: 8-6666092
DATE: 12/05/96
AMOUNT
\$63,714.00

PAYEE REFERENCE INVOICE DATE PURCHASE ORDER

If you have questions concerning the above, please call 304-759-0507.

REMOVE DOCUMENT ALONG THIS PERFORATION

CTL # 4760969



State of West Virginia
STATE CAPITOL, CHARLESTON

WARRANT # 8-6666092

PAY TO THE ORDER OF CITY OF WESTON

DECEMBER 05, 1996

8-6666092

*****\$63,714.00**

Larrie Bailey

STATE TREASURER

WEST VIRGINIA TREASURY

⑈ 8 6 6 6 6 0 9 2 ⑈ ⑆ 0 5 ⑆ 9 0 2 3 2 ⑆ 0 2 ⑈ 0 9 5 ⑈ 9 ⑈

Ellen B. Garner III

AUDITOR

DISBURSEMENT REQUEST FORM

United National Bank
202 Main Avenue
Weston, WV 26452

Re: City of Weston \$1,274,287 Sewer Revenue Bonds, Series 1996

Ladies and Gentlemen:

You are authorized, on behalf of City of Weston, to make the following disbursements* from the Series 1996 Bonds Construction Trust Fund:

The expenses listed above have been incurred as Costs of the Project that have not been the basis of any previous disbursement. Each item listed above for which payment is now due and owing is or was necessary in connection with the Project and has been otherwise properly incurred. A copy of the Ordinance of City of Weston authorizing the disbursements is attached hereto.

Very truly yours,

CITY OF WESTON

By: _____
Mayor

KELLEY, GIDLEY, BLAIR & WOLFE, INC.

By: _____
License No. _____

Date: _____

*Invoices attached.

CERTIFICATE DESIGNATING AUTHORIZED REPRESENTATIVES

TO: United National Bank
Depository Bank
202 Main Avenue
Weston, WV 26452

Re: City of Weston \$1,274,287 Sewer Revenue Bonds, Series 1996

To Whom It May Concern:

The following individuals are hereby designated as authorized signatories for the purpose of the Certificate required by Section 6.02 of the Bond Ordinance for the above-referenced bonds:

John Burkhardt or Patty Hartley

Jeff Brady or Thomas Blair

WITNESS my signature this 10th day of December, 1996.

CITY OF WESTON

By: 
Mayor

KELLEY, GIDLEY, BLAIR & WOLFE, INC.

By: 

WV MUNICIPAL BOND COMMISSION

Suite 300 - L & S Building
812 Quarrier Street
Charleston, WV 25301
(304) 348-3971

NEW ISSUE REPORT FORM

Date of Report: December 10, 1996

(See Reverse for Instructions)

ISSUE: City of Weston
ADDRESS: 102 W. Second Street, Weston, WV 26452 COUNTY: _____

PURPOSE: New Money Refunding Refunds issue(s) dated: _____

ISSUE DATE: December 10, 1996 CLOSING DATE: December 10, 1996

ISSUE AMOUNT: \$ 1,274,287 RATE: 0%

1st DEBT SERVICE DUE: March 1, 1998 1st PRINCIPAL DUE: March 1, 1998

1st DEBT SERVICE AMOUNT: \$15,928.59 PAYING AGENT: Municipal Bond Commission

ISSUERS
BOND COUNSEL: Jackson & Kelly
Contact Person: Samme L. Gee, Esq.
Phone: 340-1318

UNDERWRITERS
BOND COUNSEL: _____
Contact Person: _____
Phone: _____

CLOSING BANK: United National Bank - Weston
Contact Person: Charles Stalnaker
Phone: (304) 269-7600

ESCROW TRUSTEE: _____
Contact Person: _____
Phone: _____

KNOWLEDGEABLE ISSUER CONTACT
Contact Person: John Burkhart
Position: Mayor
Phone: (304) 269-6141

OTHER: United National Bank, Charleston
Contact Person: Kathy Smith
Function: Registrar
Phone: (304) 348-8427

DEPOSITS TO MBC AT CLOSE:
By Wire Check
Accrued Interest: \$ _____
Capitalized Interest: \$ _____
Reserve Account: \$ _____
Other: \$ _____

REFUNDS & TRANSFERS BY MBC AT CLOSE:
By Wire Check IGT
To Escrow Trustee: \$ _____
To Issuer: \$ _____
To Cons. Invest. Fund: \$ _____
To Other: \$ _____

NOTES: _____

FOR MUNICIPAL BOND COMMISSION USE ONLY:

DOCUMENTS
REQUIRED: _____
TRANSFERS
REQUIRED: _____

The purpose of the NEW ISSUE REPORT FORM is to provide the WV Municipal Bond Commission with an early warning of three basic facts no later than the day of closing on any issue for which the Commission is to act as fiscal agent. These are:

1. Formal notification that a new issue is outstanding.
2. Date of first action or debt service.
3. Contact people should we lack documents, information, or funds needed to administer the issue by the date of the first action or debt service.

The Commission recognizes that as bond transcripts become increasingly long and complex, it has become more difficult to assemble and submit them to the Commission within the 30 days specified by the WV Code 13-3-8. This notice is not intended to provide all the information needed to administer an issue, but to alert the Commission and ensure that no debt service payments are missed due to delays in assembling bond transcripts. If, at the time of closing, documents such as the ordinance and all suppliments, debt service schedules, and a specimen bond or photostat are available and submitted with this form, it will greatly aid the Commission in the performance of its duties. These documents are needed to set up the proper accounts and to advise the issuer of monthly deposit requirements as far in advance of the first debt service as possible.

It is not necessary to complete all items if they are not pertinent to your issue. Indicate the County of the issuer. With PSDs that overlap more than one county, indicate the county of their business office. Complete "Rate" only if the issue has only one rate. Please complete a separate form for each series of an issue. Other important information can be recorded under "Notes".

Again, please submit this form on each new issue on the day of closing. If fund transfers into or out of the Commission at close are required, please submit this form before closing. If no significant facts change by closing, no resubmission at close is required. If, however, there are changes, please submit an updated form, with changes noted, at close.

If you should have any questions concerning this form, please call the Commission.

JACKSON & KELLY

ATTORNEYS AT LAW

1600 LAIDLEY TOWER

P. O. BOX 553

CHARLESTON, WEST VIRGINIA 25322

TELEPHONE 304-340-1000 TELECOPIER 304-340-1130

WRITER'S DIRECT DIAL NO.

December 10, 1996

1660 LINCOLN STREET
DENVER, COLORADO 80264
TELEPHONE 303-837-0003

175 EAST MAIN STREET
LEXINGTON, KENTUCKY 40595
TELEPHONE 606-255-9500

2401 PENNSYLVANIA AVENUE N.W.
WASHINGTON, D.C. 20037
TELEPHONE 202-973-0200

1000 TECHNOLOGY DRIVE
FAIRMONT, WEST VIRGINIA 26554
TELEPHONE 304-368-2000

*Jackson & Kelly is a member of Lex
Mundi, a global association of more
than 120 independent law firms*

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300 FOXCROFT AVENUE
MARTINSBURG, WEST VIRGINIA 25401
TELEPHONE 304-263-8800

256 RUSSELL AVENUE
NEW MARTINSVILLE, WEST VIRGINIA 26155
TELEPHONE 304-455-1751

6000 HAMPTON CENTER
MORGANTOWN, WEST VIRGINIA 26505
TELEPHONE 304-599-3000

700 EAST WASHINGTON STREET
CHARLES TOWN, WEST VIRGINIA 25414
TELEPHONE 304-728-6088

412 MARKET STREET
PARKERSBURG, WEST VIRGINIA 26101
TELEPHONE 304-424-3490

City of Weston
102 West Second Street
Weston, WV 25452

West Virginia Water Development Authority
1201 Dunbar Avenue
Dunbar, West Virginia 25064

State of West Virginia
Division of Environmental Protection
Office of Water Resources
617 Broad Street
Charleston, WV 25301

Re: \$1,274,287 City of Weston Sewer Revenue Bonds, Series 1996

Ladies and Gentlemen:

We are bond counsel to the City of Weston (the "Issuer"), a duly organized and presently existing municipal corporation under the laws of the State of West Virginia.

We have examined a certified copy of proceedings and other papers relating to (i) the authorization of a loan agreement, dated October 10, 1996, including all schedules and exhibits attached thereto (the "Loan Agreement"), between the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Division of Environmental Protection, a division of the West Virginia Bureau of Environment (the "DEP"), and (ii) the issue of the City of Weston Sewer Revenue Bonds, Series 1996 of the Issuer, dated December 10, 1996 (the "Series 1996 Bonds"), to be purchased by the Authority in accordance with the provisions of the Loan Agreement. The Series 1996 Bond is in the principal amount of \$1,274,287, issued in the form of one bond registered to the Authority, with principal payable March 1, June 1, September 1 and December 1 of each year, beginning March 1, 1998, with the final maturity on December 1, 2017, all as set forth

City of Weston
West Virginia Water Development Authority
State of West Virginia
December 10, 1996
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in "Schedule Y" attached to the Loan Agreement and incorporated in and made a part of the Series 1996 Bonds.

The Series 1996 Bonds are issued for the purposes of paying a portion of the costs of acquiring and constructing additions, improvements and betterments to the existing wastewater treatment system of the Issuer (the "Project"), and paying certain issuance and other costs in connection therewith.

We have also examined the applicable provisions of Chapter 16, Article 13 of the Code of West Virginia, 1931, as amended (the "Local Statute"), under which the Series 1996 Bonds are issued, and the Loan Agreement that has been undertaken. The Series 1996 Bonds have been authorized by a bond ordinance (the "Ordinance") and a Supplemental Resolution duly enacted and adopted by the Issuer on September 3, 1996 and December 2, 1996, respectively (collectively, the "Local Act"), which contain provisions and covenants substantially in the form of those set forth in the Loan Agreement. The Series 1996 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 Issuer is a duly organized and presently existing municipal corporation with full power and authority to construct and acquire the Project and to operate and maintain the System referred to in the Loan Agreement and to issue and sell the Series 1996 Bonds, all under the Local Statute and other applicable provisions of law.
2. 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.
3. The Loan Agreement inures to the benefit of the Authority and DEP and cannot be amended so as to affect adversely the rights of the Authority and DEP or diminish the obligations of the Governmental Agency without the consent of the Authority or DEP.
4. The Issuer has legally and effectively adopted and enacted the Local Act and all other necessary resolutions and orders in connection with the issuance and sale of the Series 1996 Bonds.

City of Weston
West Virginia Water Development Authority
State of West Virginia
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5. The Series 1996 Bonds are valid and legally enforceable special obligation of the Issuer, payable from the net revenues of the System referred to in the Local Act and is secured by a first lien on and pledge of the net revenues of said System.

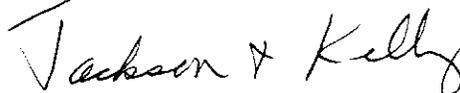
6. The Issuer has reserved the right to issue additional bonds ranking on a parity with the Series 1996 Bonds, as provided in the Local Act.

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

It is to be understood that the rights of the holders of the Series 1996 Bond and the enforceability of the Series 1996 Bond and the Local Act may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that such enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

We have examined the executed Series 1996 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,

A handwritten signature in cursive script that reads "Jackson & Kelly". The signature is written in dark ink and is positioned below the typed name.

WEBER & WEBER
ATTORNEYS AT LAW
POST OFFICE BOX 270
208 MAIN AVENUE
WESTON, WEST VIRGINIA 26452

GEORGE I. DAVISSON (1899-1980)
W. T. WEBER, JR.
W. T. WEBER, III

AREA CODE 304
TELEPHONE 269-2228
FACSIMILE 269-7938

December 10, 1996

City of Weston
102 West Second Street
Weston, West Virginia 26452

West Virginia Water Development Authority
1201 Dunbar Avenue
Dunbar, West Virginia 25064

State of West Virginia
Division of Environmental Protection
Office of Water Resources
617 Broad Street
Charleston, West Virginia 25301

Jackson & Kelly
P.O. Box 553
Charleston, West Virginia 25322

Re: City of Weston \$1,274,287 Sewer Revenue Bonds, Series 1996

Gentlemen:

I am counsel to the Weston Sanitary Board and during the pertinent time regarding the above-captioned Bonds, I served as counsel to the City of Weston being the "issuer". As such counsel, I have examined copies of the approving opinion of Jackson & Kelly, as bond counsel, relating to the above-captioned Bonds, the Bond Ordinance enacted by the Council of the City on September 3, 1996, as supplemented by a Supplemental Resolution adopted December 2, 1996 (collectively, the "Ordinance"), a loan agreement dated October 10, 1996, including all schedules and exhibits attached thereto (the "Loan Agreement"), by and among the West Virginia Water Development Authority (the "Authority"), the West Virginia Division of Environmental Protection (the "DEP"), and other documents relating to the above-captioned Bonds of the Issuer (the "Bonds"). Terms used in said opinions and Ordinances and not otherwise defined herein have the same meanings herein.

I am of the opinion that:

December 3, 1996

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1. The Issuer was duly and legally created and the Mayor, Clerk and members of the Council of the Issuer (the "Council") and the Sanitary Board have been duly and properly elected or appointed, as applicable, and are thereby authorized to act on behalf of the Issuer.
2. The Ordinance has been duly adopted and enacted by the Issuer and is in full force and effect.
3. The Loan Agreement has been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the DEP and the Authority, constitutes a valid and binding agreement of the Issuer enforceable in accordance with its terms.
4. The execution and delivery of the Bonds and the Loan Agreement and the consummation of the transactions contemplated by the Loan Agreement and the Ordinances and the carrying out of the terms thereof, do not and will not, in any material respect, conflict with or constitute, on the part of the Issuer, a breach of or default under any ordinance, order, resolution, agreement or other instrument to which the Issuer is a party or any existing law, regulation, court order or consent decree to which the Issuer is subject.
5. The Issuer has received all permits, licenses, approvals 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 West Virginia Infrastructure and Jobs Development Council and the Public Service Commission of West Virginia. The time for appeal of the Final Order of the Public Service Commission of West Virginia entered on November 19, 1995, in Case No. 95-0278-S-CN granting to the Issuer a certificate of convenience and necessity for the Project and approving the financing for the Project, has expired prior to the date hereof without any appeal.
6. To the best of my knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public council or body, pending or threatened, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by or the validity of the Bonds, the construction of the Project, the operation of the System or the collection of Revenues or the pledge of Net Revenues to the payment of the Bonds.
7. By Ordinance enacted on May 5, 1994 and ratified and reaffirmed on May 1, 1995, and November 7, 1996, the Council of the Issuer enacted a schedule of rates to be charged for use of the System. An independent certified public accountant has certified that the rates are sufficient to pay operation and maintenance expenses of the System, to pay debt service on the Bonds, and to meet the coverage requirements in the Ordinances and the Loan Agreement. Under the Act, the Issuer has full authority to adopt rates and to pledge revenues from said rates to pay the debt service on the Bonds and the operation and maintenance cost of the system.

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

I am,

Sincerely yours,

A handwritten signature in black ink, appearing to read "W. T. Weber, III", with a long horizontal flourish extending to the right.

W. T. WEBER, III

WTW,III/cfk