The City of Morgantown

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Office of the City Clerk

AGENDA
MORGANTOWN CITY COUNCIL
REGULAR MEETING
December 6, 2016
7:00 p.m.

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PLEDGE TO THE FLAG**

4. **APPROVAL OF MINUTES: Regular Meeting Minutes, November 15, 2016, and Special Meeting Minutes, November 29, 2016.**

5. **CORRESPONDENCE:**

6. **PUBLIC HEARINGS:**

7. **UNFINISHED BUSINESS:**

   A. **BOARDS AND COMMISSIONS**

8. **PUBLIC PORTION WHICH SHALL BE SUBJECT TO RULES ESTABLISHED BY COUNCIL AND ADOPTED BY RESOLUTION**

9. **SPECIAL COMMITTEE REPORTS:**

10. **NEW BUSINESS:**

    A. Consideration of **APPROVAL** of **(FIRST READING)** of **AN ORDINANCE AMENDING ARTICLES 905 AND 906 PROVIDING FOR BUSINESS USE OF PUBLIC PLACES.**

    B. Consideration of **APPROVAL** of **(FIRST READING)** of **AN ORDINANCE APPROVING AND CREATING A NEW TAX INCREMENT FINANCING DISTRICT IN THE CITY OF MORGANTOWN, MONONGALIA COUNTY, WEST VIRGINIA TO BE KNOWN AS "THE CITY OF MORGANTOWN DEVELOPMENT DISTRICT NO. 5"; APPROVING THE UPPER FALLING RUN**

PROJECT PLAN NO. 1 AS APPROVED BY THE WEST VIRGINIA DEVELOPMENT OFFICE; ESTABLISHING A TAX INCREMENT FINANCING FUND AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

C. Consideration of **APPROVAL** of **(FIRST READING)** of **AN ORDINANCE AMENDING THE FY 2016-2017 ANNUAL BUDGET OF THE CITY OF MORGANTOWN AS SHOWN IN THE REVISED BUDGET ATTACHED HERETO AND MADE A PART OF THIS ITDINANCE AS THE SAME APPLIES TO THE GENERAL FUND.**

D. Consideration of **APPROVAL** of **(FIRST READING)** of **AN ORDINANCE AUTHORIZING THE DESIGN ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN ADDITIONS, BETTERMENTS, AND IMPROVEMENTS TO THE POTABLE WATER PORTION OF THE EXISTING COMBINED UTILITY SYSTEM OF THE CITY OF MORGANTOWN AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN $50,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2017 A; PROVIDING FOR THE RIGHTS AND REMEDIES OF, AND THE SECURITY FOR, THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT, A CONTINUING DISCLOSURE AGREEMENT AND OTHER DOCUMENTS RELATING TO THE BONDS; AND ENACTING OTHER PROVISIONS WITH RESPECT TO SUCH BONDS.**

E. Consideration of **APPROVAL** of **A RESOLUTION BY THE COUNCIL OF MORGANTOWN, WEST VIRGINIA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY BROWNFIELD ASSESSMENT PROGRAM.**

11. CITY MANAGER'S REPORT:

New Business:

1. **Airport Hanger Construction Contingency Fund**
2. **Ward & Boundary Report**
3. **Habitat Grant**
4. **Letter of support for Historic Preservation and repairs of City Hall**

12. REPORT FROM CITY CLERK:

13. **REPORT FROM CITY ATTORNEY:**

14. **REPORT FROM COUNCIL MEMBERS:**

16. **ADJOURNMENT:**

If you need an accommodation contact us at (304) 284-7439

The City of Morgantown

Office of the City Manager

Interim City Manager
COL (Ret) Glen Kelly
389 SPRUCE STREET
MORGANTOWN, WEST VIRGINIA 26505
(304) 284-7404 FAX: (304) 284-7430
www.morgantownwv.gov

November 30, 2016

City Manger's Report for City Council Meeting on December 6, 2016

New Business:

1. **Airport Hangar Construction Contingency fund**
   This is to inform council that we met with the U.S. Air Force Reserve. We have the funds budgeted from the airport and city funds however we need to add a 10% contingency fund. We need to move $170,000 from Capitol Escrow to the airport project fund.

2. **Ward and Boundary Report**
   The Ward and Boundary report as briefed during the Committee of The Whole is submitted for your approval.

3. **Habitat Grant.**
   Habitat for humanity is projecting 5 building permits prior to next fiscal year (FY), I propose a grant as requested by council in the COW for $1,270 to support these projects for this non-profit for the remainder of this FY.

4. **Letter of support for Historic Preservation and repairs of City Hall.**
   Request approval from council to commit 50% matching funds for the proposed historic and preservation grant that will prevent future flooding in the city hall basement and to preserve historic city documents that were damaged in past flooding.

Glen Kelly
Interim City Manager
Morgantown, West Virginia

City of Morgantown
Ward and Boundary Commission
2016 Report to Morgantown City Council

Introduction:

In accordance with *Morgantown Municipal Codified Ordinances* 7.05. (c), which states:

> "Report. The Commission shall file with the City Clerk a report containing a recommended plan and a map for adjustment of ward boundaries to comply with the specifications set forth in subsection (d), which report shall be made between November 15 and November 30 of each even-numbered year."

the Ward and Boundary Commission of the the City of Morgantown hereby submits it's report on City Ward boundaries.

Recommendation:

By unanimous vote of the Commissioners during its November 17, 2016 meeting, the Ward and Boundary Commission of the City of Morgantown RECOMMENDS NO CHANGES BE MADE TO CITY WARD BOUNDARIES (Attachment 1).

Background:

Ward Boundaries and all decisions related to them are based on the number of registered City voters residing in the Wards (Attachment 2). The Monongalia County Clerk maintains voter registration lists for the City. The Ward and Boundary Commission is dependent upon the numbers of registered City voters reported by the Monongalia County Clerk. The accuracy of this data is paramount to the work of the Commission and, most importantly, the equality of voters in Morgantown.

After receiving a report by the City of Morgantown Engineer (Attachment 3), it was evident the registered City voter numbers were not accurate. With the use of technology and mapping, various categories of upwards of 3,000 non-existent City voters have been identified. The Ward and Boundary Commission requested the Monongalia County Clerk to begin working with City officials to begin the corrections necessary of the voter registration role (Attachment 4). It is estimated that corrected City voter registration numbers may be available by April of 2017.

Given the question of the currently available City voter registration numbers and the availability of corrected data in the near future, the City of Morgantown Ward and Boundary Commission, by unanimous vote at its Nov. 17, 2016 meeting, RECOMMENDS NO CHANGES BE MADE TO CITY WARD BOUNDARIES (Attachment 5).

ATTACHMENTS:

Attachment 1 - Current Ward and Boundary map and description
Attachment 2 - Commission charge to use Voter Registration numbers in its work
Attachment 3 - City Engineer's Report
Attachment 4 - Ward and Boundary letter to Monongalia County Clerk
Attachment 5 - Ward and Boundary minutes, including vote for "no changes."

ORDIN

AN ORDINANCE AMENDING SECTIONS 103.02 AND 103.03 OF MORGANTOWN CITY CODE AS THE SAME APPLIES TO WARD BOUNDARIES WITHIN THE CITY OF MORGANTOWN.

WHEREAS, The City Council of Morgantown and its Subcommittee have made a comprehensive study and review of numerous records, documents and maps; and

WHEREAS, It is the opinion of the Morgantown City Council that the Ward Boundaries as hereafter set equalize, as accurately as possible, the registered voters in various wards.

103.01 WARD BOUNDARY COMMISSION; WARD BOUNDARY MAP.

The official ward map describing the ward boundaries as shown herein is declared to be a part of this article and to which the map reference is hereby made as if same were fully and completely incorporated herein.

103.02 MAP AVAILABLE FOR PUBLIC INSPECTION.

The Clerk of the City shall place in an appropriate public place, in the Clerk's office, the ward boundary map, to be available for public inspection at any or all times.

103.03 WARDS DESIGNATED AND DESCRIBED.

(a) First Ward. Beginning at the intersection of S. High Street and Pairie Avenue ~~on the west bank of the Monongahela River and along the division line of Precincts 10 and 3 thence easterly to a point opposite Prairie Avenue and being a point common to Precinct 5; thence south to Prairie Avenue~~ thence along Prairie Avenue in a southeasterly direction to Wilson Avenue, thence southwesterly with Wilson Avenue and southeasterly with Jefferson Street to Jackson Avenue, thence continuing on Jefferson Street to the intersection of Logan and King Streets, thence with King Street and Sheldon Avenue southeasterly to the intersection of Ross Street, thence with Ross Street southeasterly to the corporation line located at the intersection of Ross Street, Dorsey Avenue and Dobbs Street, thence in a basically ~~southwesterly~~ southeasterly direction ~~with~~ following the corporation line including Dorsey Avenue ~~to a point in the west bank of the Monongahela River~~, which corporation line includes or encompasses those areas ~~recently~~ annexed commonly referred to as the Dorsey Avenue/Hartley Addition, Mountain View School property, the Eureka Pipeline property, ~~and~~ the Mountaineer Mall, Dorsey's Knob Property and the Walmart Annexation, to a point on the west bank of the Monongahela River, thence northerly along the said bank to a point opposite the mouth of Decker's Creek, thence in a south easterly direction with the center line of Decker's Creek to a point of intersection with S. High Street, thence in a southerly direction to the place of beginning.

(b) Second Ward. Beginning at the intersection of S. High Street and Prairie Avenue ~~a point in Deckers Creek, being a point common to the Precincts 3, 10 and 5, thence southeasterly to Prairie Avenue~~, thence along Prairie Avenue in an south easterly direction to Wilson Avenue, thence southwest with Wilson Avenue and southeast with Jefferson Street to Jackson Avenue, thence continuing with Jefferson Street to the intersection of Logan and King Streets, thence with King Street and Sheldon Avenue to the intersection of Ross Street, thence with Ross Street to the Corporation Line located at the intersection of Ross Street, Dorsey Avenue and Dobbs Street, thence northeasterly along the Corporation Line to a point near Courtney Avenue, thence northwesterly to the intersection of Courtney Avenue and South Hills Drive and Harner Street, thence northwesterly with Harner Street to a point

~~opposite Precincts 4, 5 and 8~~ along the northerly property corner of Tax Map 36, Parcel 389, thence southwesterly ~~with Precinct 4~~ along the property line common to Tax Map 36, Parcels 389 and 390 to the Maple Avenue curve apex, thence continuing southwesterly with Maple Avenue to Washington Street, thence northwesterly on Washington Street to Demain Avenue, thence southwesterly on Demain Avenue to Morris Street, thence northwesterly on Morris Street to Watts Street, thence easterly along Watts Street to Kingwood Street, thence northerly on Kingwood Street to Arch Street, thence easterly on Arch Street to Dewey Street, thence southerly on Dewey Street to Elmina Street, thence easterly along Elmina Street to Overdale Street, thence northerly along Overdale Street to the intersection with Brockway Avenue, thence across Brockway Avenue to Pennsylvania Avenue, thence northwesterly on Deckers Creek Avenue, thence westerly on Deckers Creek Avenue to a point opposite Hackney Street, thence with a line in a northerly direction to Decker's Creek, ~~and~~ thence with the center line of Decker's Creek to the intersection of Pleasant Street, thence along Pleasant Street to the intersection with University Avenue, thence along the Westover Bridge to a point on the west bank of the Monongahela River on the Corporation Line , thence south along the Corporation line to a point opposite the mouth of Decker's Creek, thence in a south easterly direction with the center line of Decker's Creek to a point of intersection with S. High Street, thence in a southerly direction to the place of ~~back to the~~ beginning.

(c) Third Ward. Beginning at a point on the west bank of the Monongahela River where the Westover Bridge intersects the Corporation Line, thence ~~corner to Precincts 19 and 20, and following~~ in a northerly ~~northeasterly~~ direction along the ~~the outline of Precincts 19 and 20 across the~~ Monongahela River to a point opposite Fourth Street, thence across the river with Fourth Street to the intersection of McLane Avenue, thence northwesterly on McLane Avenue to Fifth Street, thence northeasterly with Fifth Street to University Avenue, thence following University Avenue northerly to the center line of North Street, thence easterly with the center line of North Street to a point 150 feet distant from University Avenue, thence northerly parallel to and 150 feet distant from University Avenue to a point ~~150~~ approximately 250 feet from the intersection of ~~Precinct 21~~ Riverview Drive with University Avenue, thence southerly to University Avenue, thence with the center line of University Avenue to the intersection of University Avenue and Law School Drive, thence in a northerly direction along Law School Drive to a point on the boundary of the University Terrance Addition, thence in a northeasterly direction to a point, such point being a corner common to the University Terrace Addition and the University Park Addition ~~to a point on the southwestern corner of University Park Addition, said point being common to Precincts 16 and 22,~~ thence with the boundary ~~between said Precincts~~ in a northeasterly direction to the point of intersection with the corporation line, thence easterly with the corporation line to Willowdale Road, thence continuing with various calls following the corporation line south on Willowdale to the northern line of McCullough Avenue, thence easterly with the northern line of McCullough Avenue to the intersection of Dartmouth Road, Citadel Road and Hoffman Avenue, thence southerly on the eastern line of Hoffman Avenue to the intersection of Amhurst Road, thence easterly with the northern line of Amhurst Road to the intersection with the eastern line of Bradley Street projected across Amhurst Road, thence southerly on Bradley Street to where the corporation line extends in an easterly direction, said line being five feet north of and parallel to the eight-inch sanitary sewer outfall from Stewart Street to a point on the western line of Stewartstown Road, thence southwesterly along the western property line of Stewartstown Road passing Meadowbrook Road and Morgan Street to a point 70 feet north of the eastern line of Van Gilder Avenue, thence with a line 70 feet distant from and parallel to Van Gilder Avenue to the northern line of Liberty Street, thence southerly with the northern line of Liberty Street to Van Gilder Avenue where the corporation line turns in a southeasterly direction, thence following said corporation line to the intersection with Falling Run Road, thence in a westerly direction on Falling Run Road to the intersection with Peck Street, thence southeasterly with Peck Street to Outlook Street, thence southwesterly on Outlook Street to College Avenue, thence southerly on College Avenue to

Cornell Avenue, thence southeasterly on Cornell Avenue to North High Street, thence southerly on North High Street to the intersection of Willey Street, thence easterly on Willey Street to the intersection of Weaver and Snider Streets, thence ~~with the boundary line between Precincts 13 and 10~~ in a southwesterly direction to the intersection of Decker's Creek, thence southwesterly along the center line of Decker's Creek to the intersection of Pleasant Street, thence along Pleasant Street to the intersection with University Avenue, thence along the Westover Bridge ~~Deckers Creek to the Monongahela River, and extending across said river to the western side; thence northeasterly along said river~~ to the point of beginning.

(d) Fourth Ward. Beginning at a point on the west bank of the Monongahela River opposite Fourth Street ~~corner of Precincts 19 and 20~~, and following in a northeasterly direction ~~the outline of Precincts 19 and 20~~ across the Monongahela River to Fourth Street, thence with Fourth Street to the intersection of McLane Avenue, thence northwesterly with the center line of McLane Avenue to Fifth Street, thence northeasterly with the center line of Fifth Street to University Avenue, thence following the center line of University Avenue northerly to the center line of North Street, thence easterly with the center line of North Street to a point 150 feet distant from University Avenue, thence northerly parallel to and 150 feet distant from University Avenue to a point approximately 250 ~~150~~ feet from the intersection of Riverview Drive ~~Precinct 21~~ with University Avenue, thence southeasterly to University Avenue, thence with the center line of University Avenue to the intersection of University Avenue and Law School Drive, thence in a northerly direction along Law School Drive to a point on the boundary of the University Terrance Addition, thence in a northeasterly direction to a point, such point being a corner common to the University Terrace Addition and the University Park Addition ~~to a point on the southwestern corner of University Park Addition, such point being a corner common to Precincts 16 and 22,~~ thence northeasterly with the boundary line of the University Park Addition and the West Virginia University Medical Center Tract ~~line of Precincts 16 and 22~~ to the Corporation Line, thence following the Corporation Line ~~in first a northerly and then an easterly direction as the same passes near the West Virginia University Medical Center~~ to a point where the Corporation Line intersects with the Chestnut Ridge Road, thence following the corporation line, which corporation line includes or encompasses those areas annexed commonly referred to as the North Elementary School Annexation, to the south east corner of the property known as the Euro Suites Hotel, Tax Map 56, Parcel 2, thence south to the centerline of Chestnut Ridge Road, thence westerly following ~~the~~ Chestnut Ridge Road to the intersection with Van Voorhis Road, thence ~~northerly~~ southerly and then westerly with the center line of Van Voorhis Road to the intersection of ~~Burroughs Street~~ University Avenue and Patteson Drive thence with the center line of ~~Burroughs Street~~ University Avenue in a northwesterly direction to the intersection with Collins Ferry Road, thence ~~southerly~~ northwesterly with the center line of Collins Ferry Road to Pocahontas Avenue, thence southerly with the center line of Pocahontas Avenue to the intersection of University Avenue, thence westerly on University Avenue to the intersection with the Corporation Line, thence with the Corporation Line in basically a southwesterly ~~direction following the northwestern boundary of Precinct 28~~ to a point on the west bank of the Monongahela River, thence with the west bank in a southeasterly direction to the place of beginning.

(e) Fifth Ward. Beginning at the intersection of the eastern Corporation Line and Falling Run Road and following Falling Run Road in a westerly direction to the intersection with Peck Street, thence southwesterly with the center line of Peck Street to Outlook Street, thence southwesterly with the center line of Outlook Street to College Avenue, thence southerly on College Avenue to Cornell Avenue, thence southeasterly with the center line of Cornell Avenue to North High Street, thence southerly with the center line of North High Street to the intersection of Willey Street, thence easterly on Willey Street to the intersection of Weaver and Snider Streets, thence ~~with the boundary line between Precincts 13~~

~~and 11~~ in a southwesterly direction to the intersection of Deckers Creek, thence in a southeasterly direction with Deckers Creek ~~as the same runs and borders Precincts 6 and 9~~ to the intersection with ~~a point on the eastern side of the Creek directly across from~~ Rodgers Street and thence from the point at a bridge which crosses the Creek, easterly following Route No. 7, commonly known as Powell Avenue, to a point where Route No. 7 intersects with Hartman Run Road, thence with a line running northwesterly to a point in the eastern Corporation Line which is situated at the intersection of Charles Avenue, Ices Ferry Road and Hampton Avenue, thence ~~with the Corporation Line~~ following the Corporation Line in a northeasterly direction, which corporation line includes or encompasses those areas annexed commonly referred to as the West Virginia University Farms Annexation and the National Guard Armory Annexation ~~in a northwesterly direction~~ to the place of beginning.

(f) Sixth Ward. Beginning at a point in Deckers Creek which, if Hackney Street were extended, would be the beginning point for Hackney Street at the Creek, thence southeasterly following the line of Deckers Creek to the intersection with ~~a point on the eastern side of the Creek directly across from~~ Rodgers Street and thence from the point at a bridge which crosses the Creek, easterly following Route No. 7, commonly known as Powell Avenue, to a point where Route No. 7 intersects with Hartman Run Road, thence with a line running northwesterly to a point in the eastern Corporation Line which is situated at the intersection of Charles Avenue, Ices Ferry Road and Hampton Avenue, thence following the Corporation Line, which corporation line includes or encompasses those areas annexed commonly referred to as the West Virginia University Motor Pool, to ~~running with~~ an alley being parallel to Tyson Street to a point just north of Knob Street which point is a concrete monument, thence southeasterly and parallel to Knob Street to a stone monument in the ravine, thence southeasterly to a point at or about the intersection of the Corporation Line and Hartman Run Road, thence continue following the Corporation Line in a southeasterly direction along the northeastern property line of the Norwood Addition to the northeastern corner of same subdivision, thence following the ~~new~~ Corporation Line in its entirety as the same outlines that area ~~recently~~ annexed by the City and commonly referred to as the Airport Annexation and the West Virginia University Farm Annexation, which line returns to the previously existing Corporation Line at a point near the northeast corner of the Norwood Addition, thence easterly ~~with the eastern boundary line of Precinct 30~~ along the existing Corporation Line crossing the Norwood Addition and the Sabraton Addition to a point at the corner of Route No. 7 and the Brookhaven Road, thence continuing with ~~the boundary line for Precinct 30 and~~ the existing Corporation Line through West Sabraton and crossing the Green Bag Road to Deckers Creek, where the same is joined by Aarons Creek, thence in a southerly and westerly direction ~~along Precincts 8 and 9~~ following Aarons Creek to a point where the Corporation Line turns and follows a northeasterly course, thence continuing with the Corporation Line to South Hills to a point near Courtney Avenue, thence northerly to the intersection of Courtney Avenue and South Hills Drive and Harner Street, thence northwesterly with Harner Street to a point along the northerly property corner of Tax Map 36, Parcel 389 ~~opposite Precincts 4, 5 and 8~~, thence southwesterly along the property line common to Tax Map 36, Parcels 389 and 390 ~~with Precinct 4~~ to Maple Avenue, thence continuing southwesterly with Maple Avenue to Washington Street, thence northerly on Washington Street to Demain Avenue, thence westerly on Demain Avenue to Morris Street, thence northerly on Morris Street to Watts Street, thence along Watts Street to Kingwood Street, thence northerly on Kingwood Street to Arch Street, thence easterly on Arch Street to Dewey Street, thence southerly on Dewey Street to Elmina Street, thence easterly along Elmina Street to Overdale Street, thence northerly along Overdale Street to the intersection with Brockway Avenue, thence across Brockway Avenue to Pennsylvania Avenue, thence northwesterly on Deckers Creek Avenue, thence westerly on Deckers Creek Avenue to a point opposite Hackney Street, thence with a line in a northerly direction to Deckers Creek, and thence with the center line of Deckers Creek back to the beginning.

(g) Seventh Ward. Beginning at a point in the western Corporation Line west of the intersection point of Jacobs Drive and University Avenue and from the point in an easterly direction following University Avenue to its intersection with Pocahontas Avenue, thence northerly on Pocahontas to its intersection with Collins Ferry Road, thence ~~northwesterly~~ southeasterly on Collins Ferry Road to the intersection with ~~Burroughs Street~~ University Avenue, thence following ~~Burroughs Street~~ University Avenue to the intersection with Patteson Drive and Van Voorhis Road, thence ~~southerly~~ easterly and then northerly on Van Voorhis Road to the intersection with Chestnut Ridge Road, thence easterly on Chestnut Ridge Road to a point at or near the south east corner of Tax Map 56, Parcel 2, ~~being the southeastern corner of Precinct 23~~, and thence following the Corporation Line as the same passes around or near the Euro Suites Hotel, Tax Map 56, Parcel 2 in first a northerly and then a westerly direction to a point where the Corporation Line intersects with Van Voorhis Road, thence following Van Voorhis Road (or Route No. 59) northerly to a point in the Corporation Line which is situated at the intersection of Van Voorhis Road and Clearview Street, thence northwesterly following the Corporation Line in its entirety as the same outlines that area annexed by the City and commonly referred to as the Kenwood Annexation and the Oakview Annexation to a point where it intersects with Anderson Avenue, thence continuing northwesterly on Anderson Avenue to where the same intersects with Morgan Drive, thence following the Corporation Line in a northerly direction to a point in the Corporation Line which is the northeastern point of the Bureau of Mines (NETL) property, thence continuing with another line of the NETL property in a northwesterly direction to Collins Ferry Road (or Route No. 57), thence southerly following the Corporation Line and Collins Ferry Road to a point just north of Lawnview Drive, thence following the Corporation Line in basically a westerly direction to a point on the west bank of the Monongahela River ~~being the most northwestern point of Precinct 27~~ and thence southwesterly following the west bank of the Monongahela River to a point which is the most southwestern point of Precinct 27 and thence following the ~~western boundary line of Precinct 27 and the~~ Corporation Line in an easterly direction to a point situated west of the intersection of Somerset and Princeton Avenues, thence continuing with ~~the boundary line of Precinct 27 and~~ the Corporation Line southwesterly to a point on Mansfield Avenue located south of the intersection of Mansfield Avenue and Fairfield Street to a point located south of the intersection of Fairfield Street and Plymouth Avenue, thence following the Corporation Line ~~and the western boundary line of Precinct 90~~ in a southerly direction to the point west of the intersection of Jacobs Drive and University Avenue, the point of beginning.
(Ord. 1-10-89.)

This Ordinance shall become effective upon date of adoption.

FIRST READING: December 9, 2014

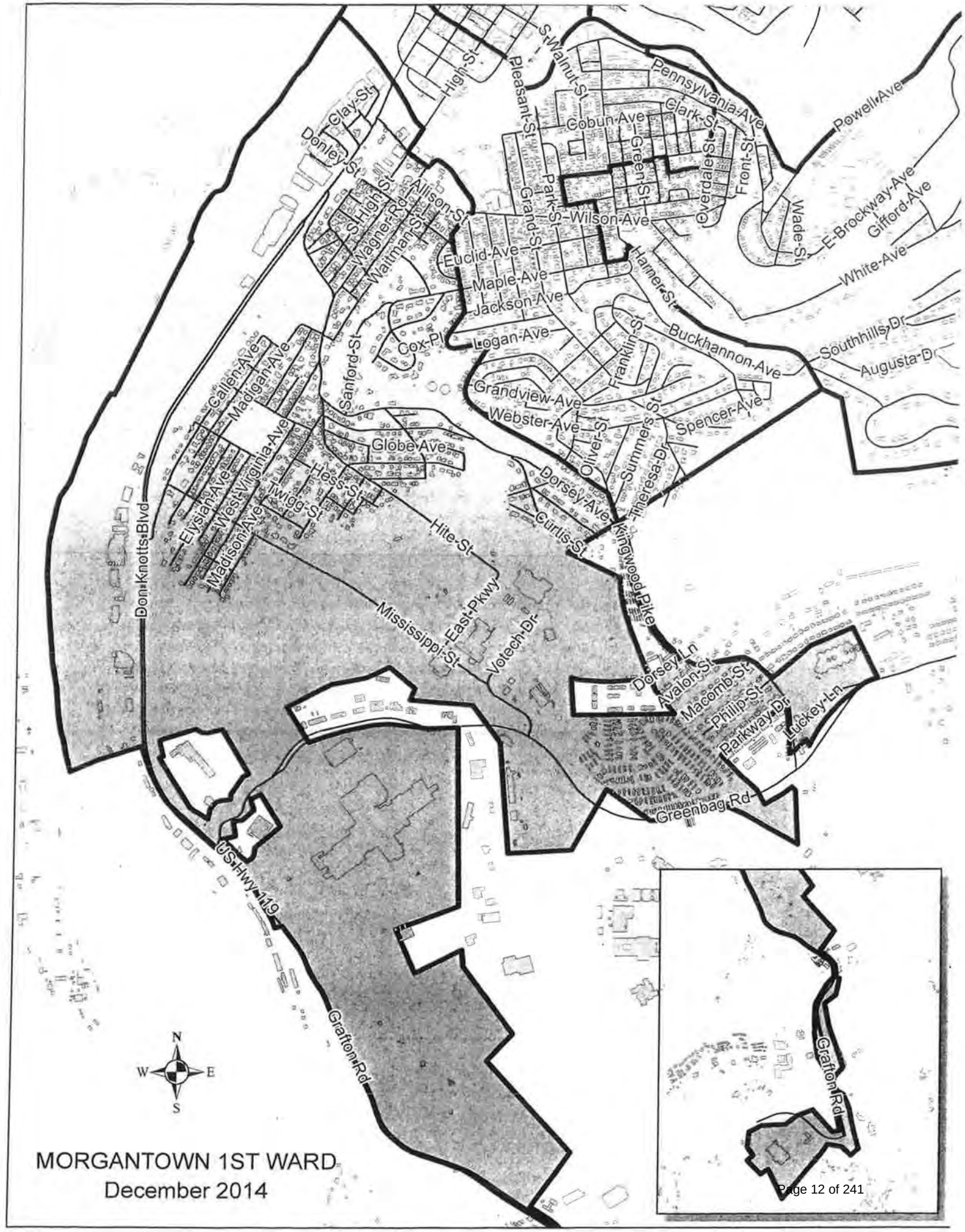
ADOPTED: December 16, 2014

FILED: December 17, 2014

RECORDED: December 17, 2014

MAYOR

CITY CLERK


S Walnut St
Pennsylvania Ave
Powell Ave
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Front St
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Grand St
Wilson Ave
Wade St
E Brockway Ave
Gifford Ave
White Ave
S High St
Wagner Rd
Allison St
Waitman St
Euclid Ave
Maple Ave
Jackson Ave
Harmer St
Cox Pl
Logan Ave
Buckhannon Ave
Southhills Dr
Augusta Dr
Callen Ave
Madigan Ave
Sanford St
Franklin St
Grandview Ave
Webster Ave
Spencer Ave
Globe Ave
Oliver St
Summers St
Theresa Dr
Dorsey Ave
Elysian Ave
West Virginia Ave
Hess St
Twigg St
Madison Ave
Curtis St
Kingwood Pike
Hite St
Don Knotts Blvd
Mississippi St
East Pkwy
Votech Dr
Dorsey Ln
Avalon St
Macomb St
Philip St
Parkway Dr
Luckey Ln
Greenbag Rd
US Hwy 119
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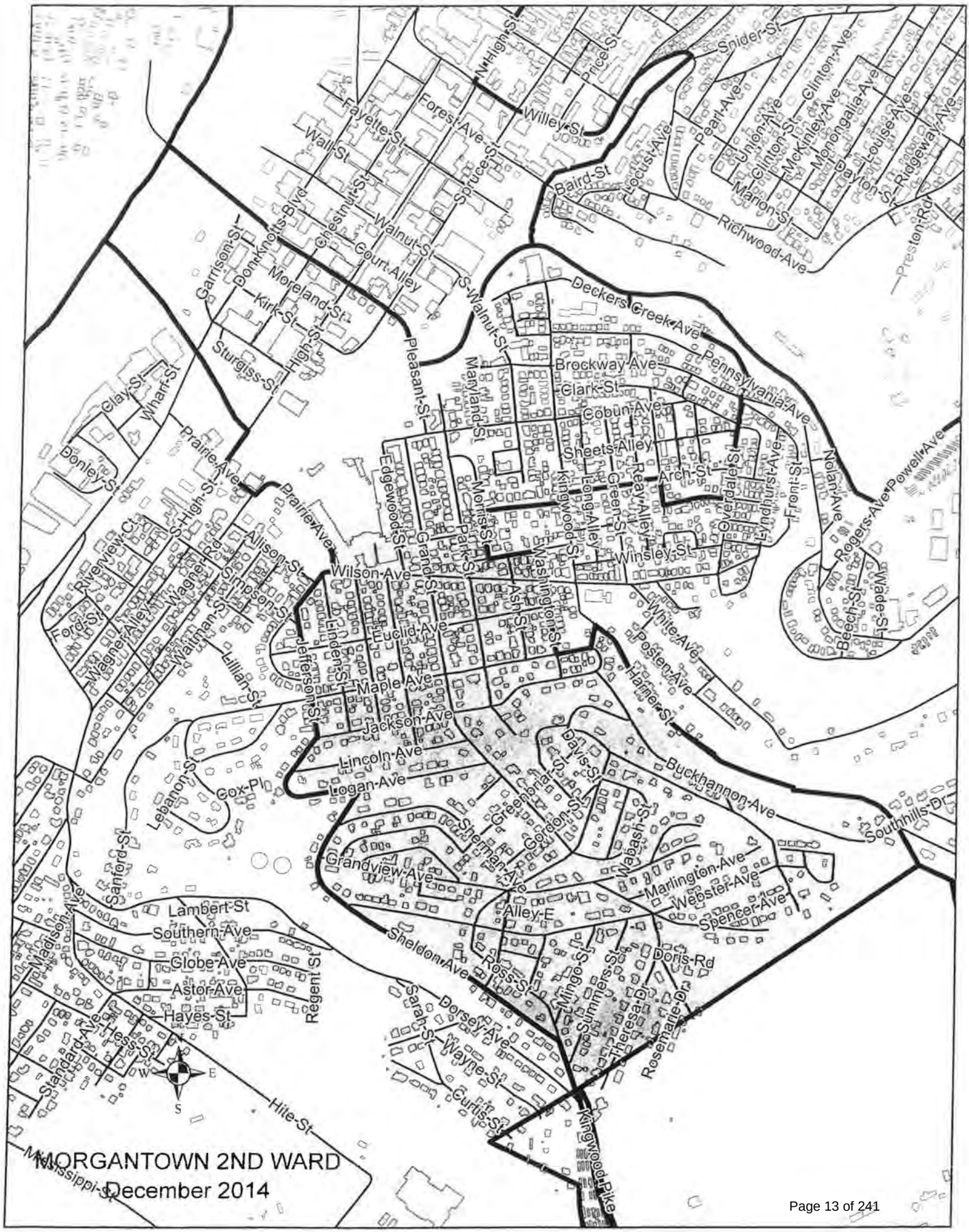
MORGANTOWN 1ST WARD
December 2014


MORGANTOWN 2ND WARD
December 2014
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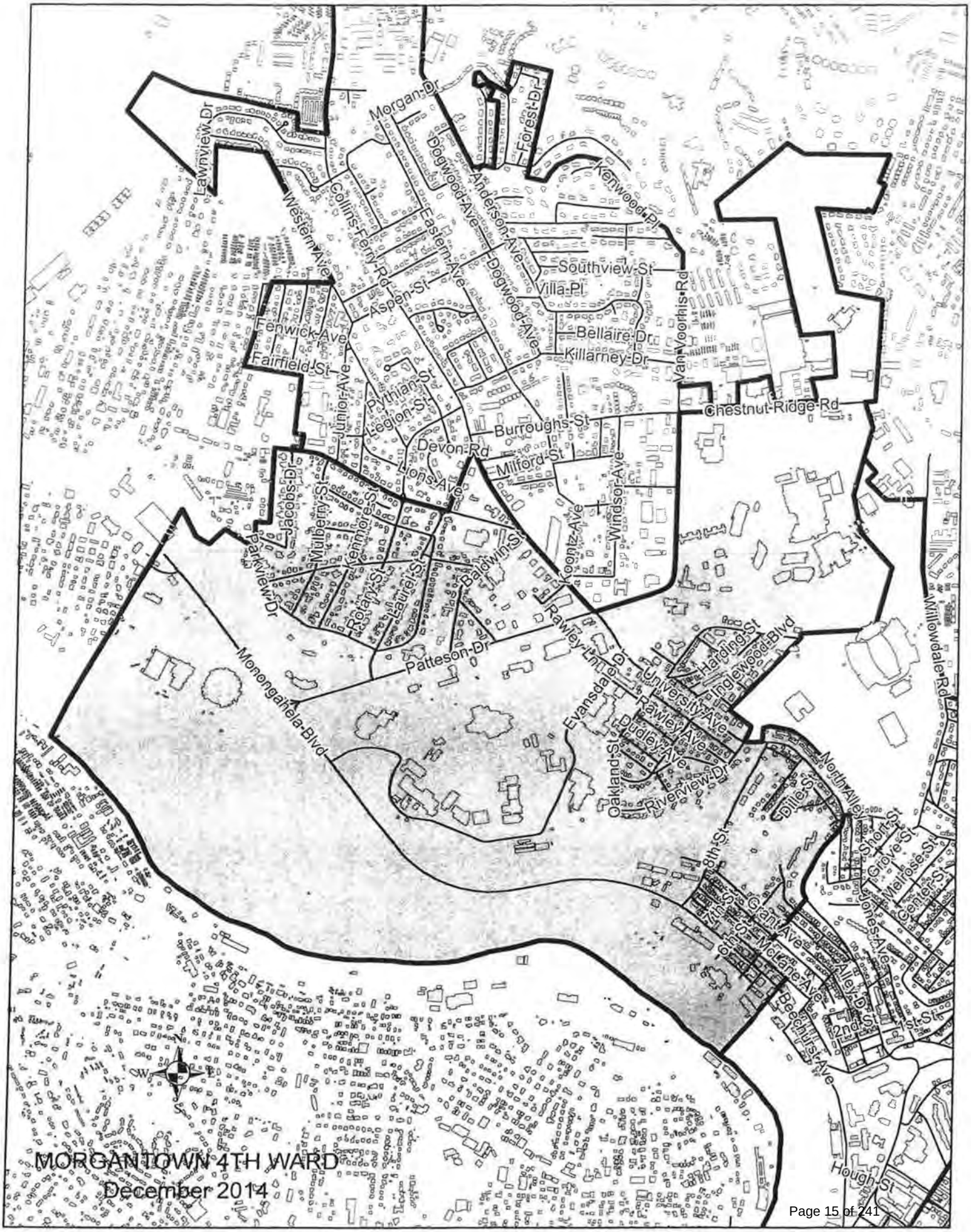
N High St
Price St
Snider St
Willey St
Fayette St
Forest Ave
Wall St
Spruce St
Chestnut St
Walnut St
Baird St
Locust Ave
Pearl Ave
Union Ave
Clinton St
Clinton Ave
McKinley Ave
Monongalia Ave
Louise Ave
Ridgeway Ave
Marion St
Richwood Ave
Preston Rd
Garrison St
Donknolls Blvd
Moreland St
Court Alley
Kirk St
High St
Sturgiss St
S Walnut St
Deckers Creek Ave
Pennsylvania Ave
Brockway Ave
Clark St
Cobun Ave
Sheets Alley
Arch St
Reay Alley
Green St
Long Alley
Kingwood St
Maryland St
Morris St
Pleasant St
Clay St
Wharf St
Prairie Ave
Donley St
S High St
Riverview Ct
Ford St
Wagner Alley
Wagner Rd
Waitman St
Allison St
Edgewood St
Grant St
Park St
Washington St
Ash St
Overdale St
Lyndhurst Ave
Front St
Nolan Ave
Powell Ave
Rogers Ave
Wade St
Beech St
Winsley St
Wilson Ave
Euclid Ave
Lilliam St
Jefferson St
Lincoln St
Maple Ave
Jackson Ave
Lincoln Ave
Logan Ave
Cox Pl
Lebanon St
White Ave
Posten Ave
Hamer St
Buckhannon Ave
Southhills Dr
Davis St
Greenbrier St
Gordon St
Sherman Ave
Wabash St
Marlington Ave
Webster Ave
Spencer Ave
Grandview Ave
Alley E
Sheldon Ave
Ross St
Mingo St
Summers St
Doris Rd
Theresa Dr
Rosemarie Dr
Sarah St
Dorsey Ave
Wayne St
Curtis St
Kingwood Pike
Sanford St
Lambert St
Southern Ave
Globe Ave
Astor Ave
Hayes St
Regent St
Madison Ave
Standard Ave
Hess St
Hite St
Mississippi St

MORGANTOWN 3RD WARD
December 2014

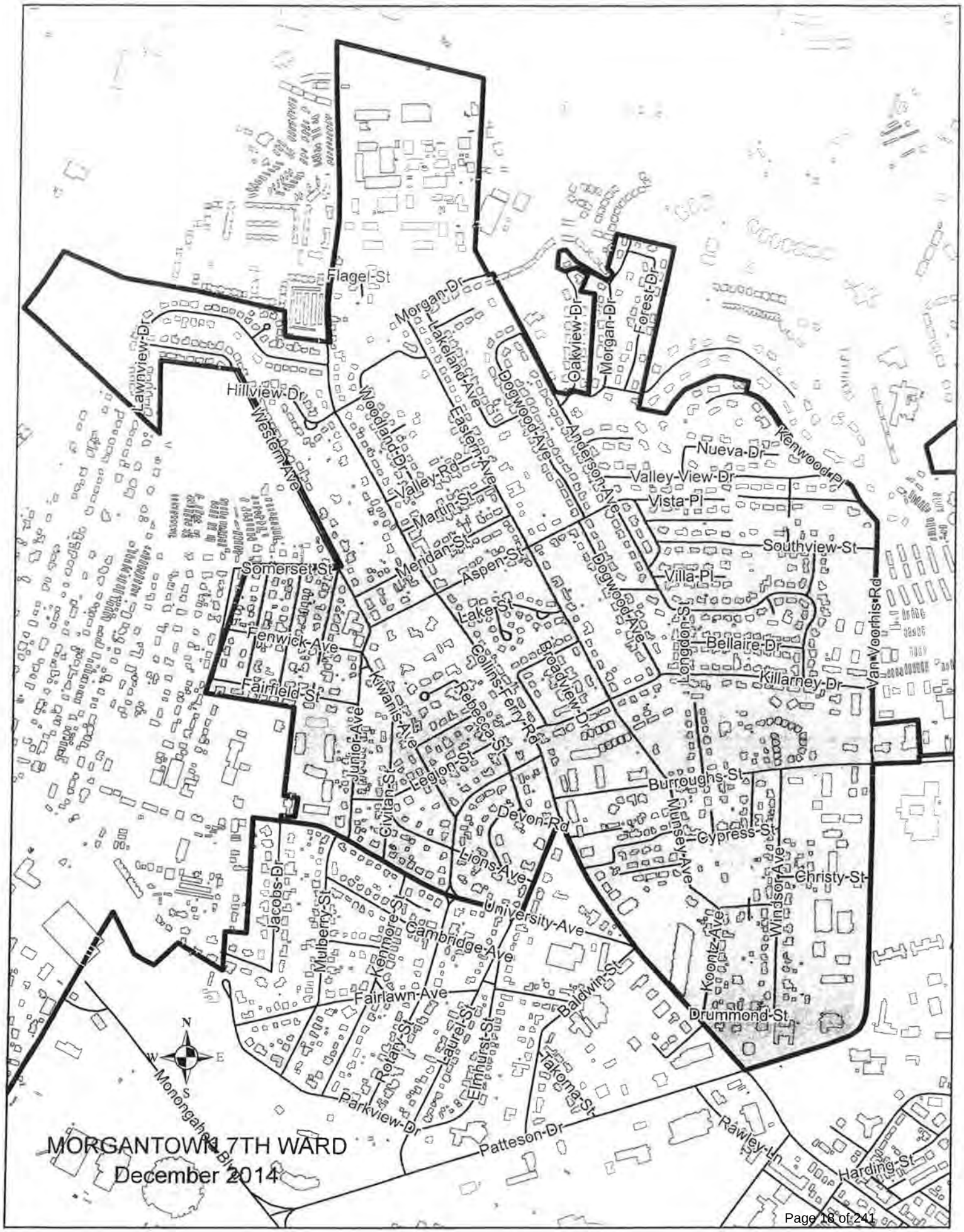


MORGANTOWN 4TH WARD

December 2014

Willowdale Rd
Hoffman Ave
Stewart
1st St
Mason St
Falling Run Rd
Outlook St
College Ave
Wright St
Wetzel Ave
Hampton Ave
Herman Ave
Cornell Ave
Waverly St
Naomi St
Des Moines Ave
Roosevelt St
Des Moines Ave
Maxey St
Alumni St
University Ave
Maiden Ln
Belmar Ave
Glendon St
Weaver St
Garrison Ave
Jersey St
Central Ave
High St
Price St
Wells St
Spruce St
Snider St
Clinton Ave
Monongalia Ave
Louise Ave
Ridgeway Ave
Charles Ave
Einnell St
E End Ave
Hodges St
Richwood Ave
Saberton Alley
Sabraton Ave
Elkins St
Montrose Ave
Willey St
Forest Ave
Pearl Ave
Union Ave
Locust Ave
Baird St
Marion St
Miller St
Denver Ave
Earl L Core Rd
Preston Rd
Deckers Creek Blvd
Pietro St
Pennsylvania Ave
Brockway Ave
Maryland St
S Walnut St
Cobun Ave
Clark St
Powell Ave
Sheets Alley
Kingwood St
Park St
Green St
Arch St
Front St
Nolan Ave
E Brockway Ave
White Ave
Fenelia Rd
N
E
MORGANTOWN 5TH WARD
December 2014

MORGANTOWN 6TH WARD
December 2014


Flagel St
Morgan Dr
Lakeland Ave
Oakview Dr
Morgan Dr
Forest Dr
Lawnview Dr
Hillview Dr
Western Ave
Woodland Dr
Eastern Ave
Dogwood Ave
Anderson Ave
Kenwood Pl
Nueva Dr
Valley View Dr
Valley Rd
Vista Pl
Martin St
Southview St
Meridan St
Aspen St
Dogwood Ave
Villa Pl
Somerset St
Lake St
Longdon St
Bellaire Dr
Van Voorhis Rd
Fenwick Ave
Collins Ferry Rd
Broadview Dr
Killarney Dr
Fairfield St
Kiwanis Ave
Rebecca St
Junior Ave
Legion St
Burroughs St
Civitan St
Devon Rd
Cypress St
Lions Ave
Winsor Ave
Christy St
Jacobs Dr
University Ave
Mulberry St
Kenmore
Cambridge Ave
Koontz Ave
Fairlawn Ave
Baldwin St
Drummond St
Laurel St
Elmhurst St
Takoma St
Parkview Dr
Patteson Dr
Rawley Ln
Harding St
Monongahela Blvd
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MORGANTOWN 7TH WARD
December 2014

SECTION 7.05. WARDS, ADJUSTMENT OF WARD BOUNDARIES.

(a) Number of Wards. The territory included in the City shall be, and is hereby divided into seven wards and the number of wards shall not be increased or decreased.

(b) Ward Boundary Commission. The Council shall appoint seven qualified voters, one from each of the seven wards of the City as they exist at the time of such appointment, who shall comprise a Ward Boundary Commission. The voters chosen shall not be employed by the City in any other capacity. The appointment shall be made not later than 30 days after the commencement of each Council's term of office.

(c) Report. The Commission shall file with the City Clerk a report containing a recommended plan and a map for adjustment of ward boundaries to comply with the specifications set forth in subsection (d), which report shall be made between November 15 and November 30 of each even-numbered year.

(d) Specifications. Except as otherwise provided in Section 10.05, the ward boundaries shall be adjusted from time to time in accordance with the following specifications:

(1) Each ward shall be formed of contiguous territory, and its boundary lines shall follow the precinct lines and the center lines of streets wherever practicable.

(2) Each ward shall contain as nearly as practicable the same number of qualified voters, determined from the registration for the last statewide general election. This specification shall not be construed to require the adjustment of precinct boundaries or to require the sacrifice of compactness of wards for the sake of achieving equality of numbers of registered voters among the seven wards of the City. The report shall include a map and description of the boundaries of each of the wards.

(e) Action on Report. Within 15 days after the date of the filing of the report mentioned in subsection (c), the Council shall approve or disapprove the same. If the report is disapproved, the Council shall state the reasons therefor on the minutes of the Council meetings. If the report is approved, the Council shall within 15 days after such approval, introduce a proposed ordinance providing for the ward boundaries in accordance with the specifications contained in the report. The procedure for the enactment of the ordinance shall be the same as for any ordinances provided for under Section 2.13 with the additional requirements of Section 2.13(b)(3).

(f) Enactment of Ordinances. If (1) the report of the Commission is disapproved, or (2) if the Commission fails to file the report as and when required by subsection (e), the Council shall, within 15 days after such disapproval or of such failure to file the report, nevertheless introduce an ordinance adjusting the ward boundaries consistent with specifications of subsection (d) unless the Council shall, within 15 days after the filing of the report, or of the failure to file the report, make a finding of fact, entered upon the minutes of the Council meetings, that no ward boundary adjustments are necessary. The procedure for the enactment of such ordinance shall be the same as for any ordinances provided for under Section 2.13 with the additional requirements of Section 2.13(b)(3).

(g) Effect of Enactment. The new ward boundaries as of the date of the enactment of an ordinance providing therefor shall supersede previous ward boundaries for all the purposes of the next regular City election including nominations. The new ward boundaries shall supersede previous ward boundaries for all other purposes as of the date of which all Councilmembers elected at that regular City election take office.

(h) Terms of Members of the Commission. The terms of office of the members of the Commission shall expire at the same time as the expiration of the terms of the Council which appointed them. A new Commission shall thereafter be appointed as provided by subsection (b).

Ward and Boundary Report

By Damien Davis, City Engineer

OVERVIEW

Working with the Voter Registration list (dated June 23, 2016) obtained from the Monongalia County Clerk's Office, the City Engineer's Office, with assistance from the City Clerk's Office, has paired the data with the recently completed GIS addressing layer from MECCA 911. This pairing allows the mapping of voter registration addresses to better determine the number of registered voters in each Ward. Also, the pairing of the Voter Registration and MECCA 911 addressing data allows probable errors to be identified and voter registration trend data to be developed that would be difficult or impossible otherwise.

VOTER REGISTRATION INFORMATION

The Voter Registration list provided by the Monongalia County Clerk's Office had a total of 18,094 voters within the City of Morgantown (See Table 1 for a breakdown of the voters by wards). In the process of pairing the data sets, likely errors and inconsistencies were found. A total of 965 records were found to have issues that could not be resolved (See Table 2). After removing all Voters outside the City Limits, Voters registered to demolished structures, addresses that did not match between the two data sets and the completely unknowns, we were left with 17,129 records (See Table 3).

Ward No.	*Total No. Voters*	*%*
1	*2,229*	*12.3*
2	*2,457*	*13.6*
3	*2,785*	*15.4*
4	*2,702*	*14.9*
5	*2,943*	*16.3*
6	*2,211*	*12.2*
7	*2,398*	*13.3*
Total	*17,725*	
Outside City Limits	*359*	*2.0*
Unknown	*10*	*0.1*
Total	*18,094*	

Table 1. No. of Voters

Issues	No. of Voters	%
Buildings have been Demolished*	202	1.1
No Matching Address*	394	2.2
Outside City Limits	359	1.9
Unknown	10	0.1
	965	5.3

Table 2. Issues with Voter Registration Data
** Voters within City Limit*

Ward No.	Total No. Voters	Demolished	No Matching Address	%	Remaining No. of Voters
1	2,229	1	23	1.1	2,205
2	2,457	7	95	4.2	2,355
3	2,785	116	82	7.1	2,587
4	2,702	66	43	4.0	2,593
5	2,943	7	48	1.9	2,888
6	2,211	5	81	3.9	2,125
7	2,398	0	22	0.9	2,376
Total	17,725*	202	394	3.4	17,129**

Table 3. Issues with Voter Registration Data by Ward
** Voters within City Limit*
***Remaining verified Voters*

OTHER ISSUES

While working with the Voter Registration data, it was observed that a large number of voters are registered at WVU housing facilities. At least 2,526 voters are registered at WVU Dorms, Apartments, Fraternities and Sororities (See Appendix A). This accounts for nearly 15% of the registered voters in the City of Morgantown (See Table 4). Over 80% of these voters have been registered at a WVU housing facility for 4 or more years, 40% over 10 years, and 14% more than 15 years. The vast majority of these voters would have only lived for 1 year at these locations. This presents a significant concern in wards 3, 4 and 5. Voters registered in WVU facilities make up 25% of the voters in Wards 3 and 5 and over 45% of the voters in Ward 4. The majority of these voters should be removed from the County's voter registration records as they certainly no longer reside at these locations.

Ward No.	*No. of Voters*	*% of Ward's Voters*
1	*0*	*0.0%*
2	*0*	*0.0%*
3	*624*	*24.1%*
4	*1,176*	*45.4%*
5	*725*	*25.1%*
6	*0*	*0.0%*
7	*1*	*0.0%*
Total	*2,526*	*14.7%*

Table 4. No. of Registered Voters in WVU Facilities by Ward

Another issue identified during the mapping of the Voter Registration data was that many voters are incorrectly labeled in the wrong precincts (See Figure 1). Many times voters at the same address are considered to be in different precincts. We currently do not have a copy of Monongalia County's GIS precinct layer, so we could not at this time determine the exact number of voters affected but estimate that there could be several hundred.

Figure 1. Example of Incorrect Precincts

EQUALIZATION OF VOTERS

Section 7.05 (d) (2) of the City's Charter – "Adjustment of Ward Boundaries" states;

> "Each ward shall contain as nearly as practicable the same number of qualified voters, determined from the registration for the last statewide general election. This specification shall not be construed to require the adjustment of precinct boundaries or to require the sacrifice of compactness of wards for the sake of achieving equality of numbers of registered voters among the seven wards of the City."

Table 5 illustrates that the amount of voters registered in WVU Housing facilities has a significant impact on the equalization of voters per ward and the potential to considerably affect the boundaries of the Wards.

	With WVU Numbers Included				*With WVU Numbers Removed*			
Ward No.	*No. of Voters*	*% of Total*	*No. Above/ Below Ave.*	*% Above/ Below Ave.*	*No. of Voters*	*% of Total*	*No. Above/ Below Ave.*	*% Above/ Below Ave.*
1	*2205*	*12.9%*	*-242*	*-9.9%*	*2205*	*15.1%*	*119*	*5.7%*
2	*2355*	*13.7%*	*-92*	*-3.8%*	*2355*	*16.1%*	*269*	*12.9%*
3	*2587*	*15.1%*	*140*	*5.7%*	*1963*	*13.4%*	*-123*	*-5.9%*
4	*2593*	*15.1%*	*146*	*6.0%*	*1417*	*9.7%*	*-669*	*-32.1%*
5	*2888*	*16.9%*	*441*	*18.0%*	*2163*	*14.8%*	*77*	*3.7%*
6	*2125*	*12.4%*	*-322*	*-13.2%*	*2125*	*14.6%*	*39*	*1.9%*
7	*2376*	*13.9%*	*-71*	*-2.9%*	*2375*	*16.3%*	*289*	*13.8%*
Total	*17129*				*14603*			
Ave. Voters per Ward	*2447*				*2086*			

Table 5. Voter Distribution with and w/o WVU Numbers

CONCLUSION

The City and the Ward and Boundary Commission work quickly and diligently with the Monongalia County Clerk's office towards purging the County's voter registration records to remove the numerous records of voters who no longer reside in Morgantown. These records have a negative impact on the City's wards and distort voter turnout data within the City.

APPENDIX A

Location	Ward	Count	Ave Age	Ave Years	>4	>5	>10	>15	>20
ARNOLD APARTMENTS	5	54	28.8	8.7	39	37	24	11	3
ARNOLD HALL	5	173	28.3	9.2	140	138	78	30	16
BENNETT TOWER	4	205	28.4	9.5	183	182	98	26	7
BLANEY HOUSE	4	5	42.6	5.6	3	3	1	0	0
BOREMAN HALL NORTH	5	91	27.2	8.1	75	72	32	5	2
BOREMAN HALL SOUTH	5	138	26.9	7.3	98	94	42	16	5
BOREMAN RFL FACILITY	5	3	31.0	11.7	2	2	2	1	1
BRAXTON TOWER	4	243	28.7	9.2	215	213	111	27	4
BROOKE TOWER	4	232	28.2	9.1	203	198	101	30	6
DADISMAN HALL	3	147	27.4	8.3	114	113	55	17	6
DADISMAN/STALNAKER RFL HOUSE	3	4	43.8	15.3	3	3	3	2	1
FIELDCREST HALL	4	59	35.3	9.8	56	54	25	3	1
GASKINS HOUSE	3	30	28.7	8.2	26	25	7	5	2
HONORS HALL	3	34	21.7	2.4	8	5	1	0	0
INTERNATIONAL HOUSE	5	10	33.4	12.2	9	9	8	4	0
LINCOLN HALL	4	48	25.2	5.9	36	36	1	1	1
LYON TOWER	4	208	28.4	9.3	190	186	92	28	5
MEDICAL CENTER APARTMENTS J	4	12	38.2	11.2	12	11	5	4	3
MEDICAL CENTER APARTMENTS K	4	16	48.6	11.3	15	14	8	6	1
PEIRPONT APARTMENTS	4	148	28.6	8.5	121	115	50	23	6
STALNAKER HALL	3	96	29.5	9.5	81	79	49	18	3
SUMMIT HALL	3	222	28.2	8.8	188	179	99	35	5
UNIVERSITY PLACE	3	2	32.5	11.0	2	2	2	0	0

Location	Ward	Count	Ave Age	Ave Years	>4	>5	>10	>15	>20
UNIVERSITY PLACE NORTH	3	4	21.8	1.3	0	0	0	0	0
UNIVERSITY PLACE SOUTH	3	9	20.9	0.1	0	0	0	0	0
UNIVERSITY SERVICES CENTER	7	1	70.0	40.0	1	1	1	1	1
VANDALIA HALL BLUE	3	25	27.2	5.6	16	16	2	0	0
VANDALIA HALL GOLD	3	30	27.1	5.4	20	20	0	0	0
AOP	5	9	30.9	8.1	7	7	3	1	0
AP	5	19	30.3	8.2	18	18	6	1	0
AZD	5	27	31.7	9.9	25	24	9	7	2
CHI OMEGA	5	8	32.4	11.6	8	8	4	3	0
DG	5	27	31.0	9.2	22	22	10	7	0
KKG	5	12	28.2	7.9	6	6	4	2	2
PI BETA PHI	3	9	31.8	11.2	9	7	5	4	0
SIGMA KAPPA	5	16	29.3	8.3	14	13	6	1	1
AGR	5	2	26.0	6.5	1	1	1	0	0
BETA	5	14	30.2	9.3	9	9	5	4	1
KA	5	10	31.7	7.0	7	6	2	2	0
KAPPA SIGMA	5	9	27.6	6.0	4	3	1	1	0
PHI KAPPA SIGMA	5	9	32.2	8.8	5	5	5	2	1
PI KAPPA PHI	5	22	30.4	8.5	19	19	6	3	1
PKA	3	7	31.6	10.0	7	7	3	1	0
SIGMA ALPA EPSILON	5	14	31.4	10.3	11	11	6	4	1
SIGMA ALPHA MU	5	18	30.8	9.7	16	16	6	4	0
SIGMA CHI	5	12	31.3	10.9	12	12	5	3	1
SIGMA NU	5	7	32.9	12.4	5	5	5	3	1
THETA CHI	3	5	37.0	15.6	5	5	5	3	1

Location	Ward	Count	Ave Age	Ave Years	>4	>5	>10	>15	>20
TKE	5	21	32.2	11.7	18	18	16	4	2
			31.4	9.5	2,084	2,029	1,010	353	93
WVU Dorms and Apartments		2,249							
Fraternity Houses		150			82.5%	80.3%	40.0%	14.0%	3.7%
Sorority Houses		127							
		2,526							

Office of the City Manager

The City of Morgantown

Interim City Manager
COL (Ret) Glen Kelly
389 SPRUCE STREET
MORGANTOWN, WEST VIRGINIA 26505
(304) 284-7404 FAX: (304) 284-7430
www.morgantownwv.gov

October 11, 2016

Ms. Carye Blaney
Monongalia County Clerk
243 High St., #123
Morgantown WV 26505

Ms. Blaney:

Representatives of the City of Morgantown and the Morgantown Ward and Boundary Commission request a meeting with you. The purpose of this meeting is to begin updating and correcting the County's Voter registration records by removing the numerous records of voters who no longer reside in Morgantown. We believe current records are having a very negative impact on the City of Morgantown's Wards and is distorting voter turnout data and representation within the City.

In a report by City of Morgantown Engineer Damien Davis and assistance from the City Clerk's Office, nearly 3500 likely errors and inconsistencies in County Voter registration records were discovered with a very high level of certainty. These errors and inconsistencies were identified by pairing the voter Registration list (dated June 23, 2016) obtained from the Monongalia County Clerk's Office with the GIS addressing layer from MECCA 911. These errors and inconsistencies can be categorized into the following groups: Voters outside the City Limits, Voters registered to demolished structures, addresses that did not match, and Voters registered at WVU housing facilities for more than 4 years.

3500 suspect inaccurate voting records of City voters represents a staggering 19% of total registered City Voters. In one Ward, suspected inaccuracies represent upwards of 45 percent of the Ward's voters. Boundaries and representation, dependent on accurate voter registration numbers, cannot be determined given the uncertainty.

For these reasons, we request a meeting with you. We wish to begin updating and correcting the County's Voter registration records by removing numerous records of voters who no longer reside in Morgantown which have been identified. For ease in scheduling, please contact the City Clerk's Office at 304 284-7439 to arrange a time and date for the meeting.

Respectfully,

Glen Kelly
Interim City Manager

WARD & BOUNDARY COMMISSION MEETING
Thursday-November 11, 2016
City Hall - Council Chambers
10:02 am

PRESENT: Chairman Alan Donaldson, Commission members: William Ryan, Co-Chair Guy Panrell, Roy Nutter, Cindy O'Brien, Roger Banks, Clerk Linda Tucker, Heather Carl, Secretary and City Engineer Damien Davis. Jo Vaughn, Demographer& Don West(Absent)

The meeting was called to order by Chair Donaldson at 10:02 a.m.

Chair Donaldson requested a change in the agenda to add a Public Portion. After discussion, motion by Commissioner Panrell second by Commissioner Banks not to add a Public Portion. Motion carried by acclamation.

APPROVAL OF MINUTES:

Motion by Commissioner Ryan, second by Commissioner Banks to approve the minutes of September 27th, 2016 meeting. Motion carried by acclamation.

UNFINISHED BUSINESS:

A. Meet Roy Nutter 4th Ward Member & Jo Vaugh Demographer

Roy Nutter 4th Ward member introduced himself as the new member to the Commission. Jo Vaughn, Demographer was not present.

B. Selection of Chair

Motion by Commissioner Banks, second by Commissioner Panrell to appoint Roy Nutter as Chair. Motion carried by acclamation.

C. Review voter registration data.

Damien Davis, City Engineer explained to the Ward and Boundary Commission that there were 965 records found to have issues such as demolished buildings, no matching address, outside the city and unknown. He informed the Commission that the meeting with County Clerk Carye Blaney stated that her office had already taken care of some of the data addressed. Ms. Blaney will work with WVU to look at the 2,526 voters registered in WVU dorms to get the numbers

down. Mr. Davis stated Ms. Blaney informed us that there are laws that she has to comply with when purging a registered voter, a voter can stay on the rolls up to six years. After discussion, motion by Commissioner Banks that given the City Engineers report and his discussion with Mon County Clerk, that the Ward & Boundary commission will take no action on city boundaries and will submit report based on the Voter Registration Numbers that are available per the County Clerk. Further, when the adjusted Voting Registration numbers are available, Ward & Boundary Commission will reconvene. Commissioner Banks noted that Jo Vaughn, Demographer and Damien Davis can work together and present their report as requested by Council. Second by Commissioner Panrell, motion carried by acclamation.

D. Schedule next meeting to meeting:

After discussion, motion by acclamation to have the next meeting on January 11, 2017 in Council Chambers at 7:00 p.m.

ADJOURNMENT: There being no further business, meeting adjourned by unanimous consent. Time: 10:55 p.m.

Prepared by:

_____
Chair

Linda Tucker
Date Approved: _____

Carol Allen

From: Shawnda Cook <exec@moncountyhfh.org>
Sent: Thursday, December 01, 2016 10:15 AM
To: Glen Kelly
Cc: Carol Allen
Subject: Mon Co Habitat | Building Permit fees

Glen –

I have estimated the building permits fees for the next five houses in Deckers Court/Jersey Ave project to be $1,270

The remainder of this project will consist of two 4-bedroom single family units and three 3-bedroom single family units.

If you need any additional information please let me know.

Thank you!

Shawnda

--

Shawnda L. Cook

Executive Director
Mon County Habitat for Humanity
251 Don Knotts Blvd, Morgantown, WV 26501
office phone: 304.292.0914 ext:20 · Fax: 304.554.2111
exec@moncountyhfh.org

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REGULAR MEETING November 15, 2016: The regular meeting of the Common Council of the City of Morgantown was held in the Council Chambers of City Hall on Tuesday, November 15, 2016 at 7:00 p.m.

PRESENT: Interim City Manager Glen Kelly, City Attorney Ryan Simonton, City Clerk Linda Tucker, Mayor Marti Shamberger, Council Members: Ron Bane, Deputy Mayor Bill Kawecki, Wes Nugent, Jenny Selin, Jay Redmond, and Nancy Ganz.

The meeting was called to order by Mayor Shamberger.

APPROVAL OF MINUTES: Approval of October 25, 2016 COW Meeting Minutes; and November 1, 2016 Regular Meeting Minutes were approved by acclamation.

CORRESPONDENCE: Councilor Nugent mentioned a letter from Sylvanus Waibogha in reference to the City changing his address which would critically affect his ability retain contacts around the world. Councilor Nugent requested that the correspondence be part of the record and requested the Interim City Manager Glen Kelly address this issue. **Exhibit A.** Mayor Shamberger read a proclamation observing November 26th as Small Business Saturday and encouraged all citizens to support merchants on that day and throughout the year.

PUBLIC HEARING - AN ORDINANCE TO APPROVE CURRENT REPLACEMENT PAGES TO THE CITY CODE

Mayor Shamberger declared this Public Hearing open.

There being no appearances, Mayor Shamberger declared the Public Hearing closed.

UNFINISHED BUSINESS:

AN ORDINANCE TO APPROVE CURRENT REPLACEMENT PAGES TO THE CITY CODE: The below entitled Ordinance was presented for second reading.

AN ORDINANCE TO APPROVE CURRENT REPLACEMENT PAGES TO THE CITY CODE.

Motion by Kawecki, second by Ganz, to adopt the above entitled Ordinance. Motion carried 7-0.

BOARDS AND COMMISSIONS: City Clerk, Linda Tucker updated Council that there were two re-appointments on Historic Landmarks Commission, four re-appointments on Woodburn Commission. City Clerk, Linda Tucker reported that on the Woodburn Commission, three of the members did not renew and she will advertise for applicants.

PUBLIC PORTION:

Mayor Shamberger declared the Public Portion open.

There being no appearances Mayor Shamberger declared the Public Portion closed.

SPECIAL COMMITTEE REPORTS: Councilor Ganz gave an update on the Safe Community Forum on Alcohol Concerns and talked about the what would work and laws that need to change to make things better. Mayor Shamberger commented that there is a recovery programs First Choice Services and the

phone number is 1-844-help WV and if a person is ready to go into detox and it is a free call. She noted that this information will be placed on the city of Morgantown website for future reference, if we can save one person's life we have done our job. Councilor Selin reported she attended the Chamber of Commerce/Transportation Committee Meeting that this committee is trying to make sure projects go through, and if the City would want to enter into an agreement with Chamber & DOH on repairing of potholes and plowing of snow. Mayor Shamberger announced that the Downtown Task Force Meeting will be December 13th at the Spruce Street Church at 6:30 p.m.

NEW BUSINESS: None

CITY MANAGER'S REPORT:

New Business:

1. **Meeting with Carye Blaney**
   Interim City Manager Glen Kelly informed Council that there was a meeting with Carye Blaney the County Clerk. Attending the meeting were members of City Staff, the demographer and Chair/Co-chair of the Ward & Boundary Commission.

After discussion, Interim City Manager Glen Kelly went over the 4 legislative items with Council and by acclamation they approved items to be released.

2. **Power Plant**
   Interim City Manager Glen Kelly updated council on the FERC Power Plant that he and the city attorney have been doing research on the land and are hoping to be getting a letter sent out soon.

3. **Hazel Ruby McQuain Park**
   Interim City Manager Glen Kelly informed Council that the foundation is willing to allow the City to submit a more comprehensive plan for repairing and upgrading the park. He stated the foundation will allow the City to submit the final grant proposal in the spring. He noted that the City is working with BOPARC and our grant writer to complete this grant. Interim City Manager informed Council that he spoke with Mr. Farmer that he is willing to work with the City on a comprehensive fix. One of the issues he has is the bus terminal and we are working on a new location. Interim City Manager Glen Kelly stated that he will report back to council as we proceed.

4. **Paving**
   Interim City Manager Glen Kelly informed council that the paving project is completed and speed humps should be done by next week. He noted councilors had some minor issues and they all have been addressed.

5. **Police Hires**
   Interim City Manager Glen Kelly reported that there were 5 new hires one which will be getting deployed and the other four will be heading to the Police Academy.

6. **RFP Portal**
   Interim City Manager Glen Kelly informed Council that the RFP Portal has expired and is in the process of being corrected so that it can be effective in the future.

7. **Habitat Fees**
Interim City Manager Glen Kelly reported that the fees have been waived for Fairmont Housing Authority in the past and it was supposed to be a one-time waiver but was mistakenly continued.

REPORT FROM CITY CLERK: No Report

REPORT FROM CITY ATTORNEY: No Report

REPORT FROM COUNCIL MEMBERS:

Councilor Bane: Councilor Bane stated that he appreciates the City Manager following up on the paving process and hopes that next spring we can follow through on the new cycle deadlines. Councilor Bane mentioned that he has had several constituents come to him in regards to the vote on a demographer for the Wards & Boundaries Commission. He stated that he is in favor of hiring a demographer but, at this time some information has come out about several council members being in contact or have a relationship with the demographer prior to the RFP coming out. He noted that he is very concerned and feels that we should not be interfering with this professional, and if a vote was to come around again he would vote no. He injected that he hopes that his colleagues did not have any contact with the demographer prior to being hired.

Deputy Mayor Kawecki: Deputy Mayor Kawecki noted that he agrees that bringing in a demographer that is not biased is a good thing, and she initially was suggested by the Municipal League. He stated the City had the RFP process and there was only one demographer in the state of West Virginia. Deputy Mayor Kawecki mentions the Art Mon Art Auction was a success.

Councilor Nugent: Councilor Nugent thanked the Interim City Manager for getting the speed humps back on Highland Avenue. He mentions that about a year ago he had requested a handicap space on Hoffman and stated that he needed to follow-up off line. Councilor Nugent mentioned street lights that are out on Mon Blvd from 8th street to Fine Arts Drive, also pedestrian signals from Fayette and Beechurst off on University. He announced that the Wiles Hill Neighborhood Association will be meeting 11/16/2016 at 6:30 pm will be the social and 7:00 pm the meeting will start. Councilor Nugent also wants to mention his thoughts in reference to the Demographer and states that he had more questions than answers.

Councilor Selin:

Councilor Selin mentioned that the Downtown Task Force will be meeting next Monday, and a group that she was interested in is working on infrastructure and cross walks in downtown. She noted that the Steps Program is followed by the federal guidelines. She is going to ask the MPO and the City if they would be able to provide assistance in determining what crosswalks that would be more useful in the downtown and making a set of those available so they can approach the State and accomplish the task set forth. Councilor Selin mentioned the traffic calming plan and just wants to make sure that we are moving forward in the next paving year and that we consider traffic calming on the streets that we choose to pave. Councilor Selin mentioned that Baldwin Street is one of the streets that has been requested to have traffic calming and would like for it to be considered. Councilor Selin noted that she appreciates the fact that we hired a political demographer and mentioned that when she was looking at other cities and their solutions for the Wards & Boundaries she only found one name. Since then she passed the information onto the administration as a solution in order to professionalize the process. Councilor Selin did mention that she has not had any contact after the contract was signed. She stated if anyone would like to discuss it with her she would be welcome to answer any questions. She stated that she initiated to move with hiring a professional demographer and does not think that they are tainted in anyway and will work hard to maintain their neutrality and think they will do a good job. She noted she has not been to a Ward & Boundary meeting and has not had any contact with the demographer since she sought them out suggesting that we look into hiring them.

Councilor Redmond:

Councilor Redmond stated that he is very happy that we have got together with the County Clerk to start the process of correcting the voter registration. Councilor Redmond expressed his thoughts about the Wards & Boundaries and stated that the hiring of the demographer that he was against it, due to it being an unneeded expenditure and hopes that it will unfold logically and naturally. Councilor Redmond noted that when this all came about of hiring a demographer it was not the Ward & Boundary Commission, City Clerk, or the Engineer Damien Davis, this was done behind the scenes with private negotiations and conversations that took place and it would have been better if we were all out in front of it. Councilor Redmond speaks very highly of the City Clerk, Engineer and the residents who reside on the Ward and Boundary Commission and feels that before the hiring of a demographer we had a very successful operation.

Councilor Redmond stated that one of the councilors that was involved in the controversy regarding this process before would interject themselves into the process again, and place not only her own personal behavior into to question but the behavior of this group and the credibility and ethical standing of the group into question. He says that he is quiet offended and amazed by and hopes that the residents are paying attention and hopes that the residents are finding this behavior unseemly as he does because perception is reality.

Councilor Ganz:

Councilor Ganz wants to thank City Engineer Damien Davis for attending the Neighborhood Coordinating Council. Councilor Ganz noted that she has asked the Interim City Manager several times for the cost of the legal activities and the investigation of the three female councilors as well as the cost of the petition process to the city. Councilor Ganz stated that the ones that are complaining about the hiring of the demographer were involved in a petition process. She stated that there was a member of the Ward & Boundary Commission was also involved in the petition process. She feels that the investigation on the three councilors cost more than the hiring of the demographer. She noted appreciation of the WVML looking for advice and finding a person to help council members. She mentioned the corrective voter rolls there are State & Federal guidelines on how they are purged, and the County Clerk is in charge of that process. She stated that the demographer was hired to align our boundaries per charter and by the County voter rolls. She commented that this is not to offend the Ward & Boundary Commission, but finds it brazen that after the three-judge panel found nothing to push this issue to the Supreme Court, this is contradicting as a Council working as a team. She reported that Suncrest Neighborhood Association will be meeting on December 1st, 2016 at Suncrest Primary School meeting with those on the transition of a new building and looks forward to the new school opening. She encourages everyone to attend Neighborhood Association meetings at Suncrest or their neighborhoods and become involved in the community.

Mayor Shamberger:

Mayor Shamberger asked the Interim City Manager if he had something to add from his report. Interim City Manager Glen Kelly noted that the City has been working on the lights downtown for a long time. He stated that the DOH have approved the lights and he is working with Travis Henline in moving forward on bidding out the lights. He suggested moving forward with the Downtown Plan as budgeted, and also confirmed by the City

Attorney, Ryan Simonton that the process is being done properly. After Council suggestions and comments to Interim City Manager Glen Kelly, Mayor returned to her report. She questioned a street light on Willey near Little General Store needs to be fixed. She commented that with the events going on in our Nation, State and City noted as we enter our community we have a sign that says "Inclusive Community". She stated that as Council and Citizens we should be ambassadors and embrace all Social Economic Races. She stated that a by hiring a Demographer will increase the efficiency of the process, and it will be good to have somebody with fresh eyes to look at our Charter. She noted that as a result of the hearings and the lawsuit that this has made her more aware that, "change happens every day". She stated that she also realized that she has right to have opinion and will continue to have an opinion.

ADJOURNMENT: There being no further items of business or discussion, the meeting adjourned by unanimous consent at 8:10 p.m.

City Clerk

Mayor

A FULL TRANSCRIPT OF ALL COUNCIL MEETINGS ARE AVAILABLE ON DVD AT THE MORGANTOWN CITY LIBRARY

Exhibit A

629 Junction Street
Morgantown, WV 26505

November 12, 2016

J. Damien Davis
Director of Public Works and Engineering
Public Works Department
389 Spruce Street
Morgantown, WV 26505

Dear Mr. Davis:

I am responding to the very unexpected official letter dated November 9, 2016, from your department on Saturday, November 12, 2016, telling me that:

> "Due to an addressing error, the City of Morgantown has had to re-address all properties on Junction Street between Raymond Street and Willowdale Road. Please allow this letter to serve as notification of the official address changes for properties located at Map 14 Parcel 438. The official address changes are as follows: Original Address 629 Junction Street. New address 547 Junction Street."

There are only seven properties on this side of Junction Street with the following addresses: 546 Junction Street, 629 Junction Street (my address since 1989), 623 Junction Street, and new addresses (since 2016 and owned by Doug Chico), 624 Junction Street, 626 Junction Street, 628 Junction Street, and 630 Junction Street.

Please answer the following questions for me:

1. Who made the addressing error?

2. Why are you changing the addresses only on this side of Junction Street and not the entire Junction Street?

3. Why was I not notified prior to your letter dated November 9, 2016?

4. When did you approve the address changes on our properties and who requested it?

5. When did Morgantown City Council and Mon County Commission approve these changes to our addresses?

6. What are the addresses of the other six properties on this side of Junction street?

Damien, this is the second time that you and your Department have intentionally created undue burden on me and my fellow (old time) neighbors. The first time was when your office tried to change this side of Junction Street to both Junction Street and Crescent Street even though Crescent Street was no longer

a street in Mon County and was not listed in the MECCA-911 directory. After making several visits to City Hall, talking to dedicated city workers like Ms Amy Fairman and Ms Barbara Morgan of the Engineering Department, you were forced to make corrections to your error. On May 17, 2016, the Morgantown City Council adopted your amended ordinance designating a street in Third Ward as Junction Street (ORD 16-20).

The change of addresses you and your department initiated will critically affect my existence around the world because of the following: Mail, utilities, banking, employment, intellectual properties, credit cards, taxes, investments, retirement, Federal government, State government, Department of Motor Vehicles, insurance, family, friends, emergencies, advertisements, and other contacts in my profession.

You are doing this because of the four NEW houses added to the Wiles Hill neighborhood. Why?

Thank you very much for your cooperation in this matter of great importance and I look forward to hearing from you in a timely fashion with possible remedial solutions to this nightmare your actions have created or suspend your edict until practical solutions are developed to modernize Junction Street addresses (Homeland Security requirements).

Sincerely yours,

Sylvanus Waibogha

cc:
Mr. Glen Kelly, Acting City Manager
Mon County Commission
Morgantown Mayor
Morgantown City Council

Attachments

The City of Morgantown
Public Works Department
389 Spruce Street
Morgantown, West Virginia 26505
J. Damien Davis, P.E., CFM
Director of Public Works and Engineering
PH: (304) 284-7412 FAX: (304) 284-7409
E-MAIL: ddavis@morgantownwv.gov
bmorgan@morgantownwv.gov

11/9/2016

SYLVANUS WAIBOGHA
629 Junction Street
Morgantown, WV 26505

Re: Official Address for properties on Junction Street

Dear Mr. Waibogha,

Due to an addressing error, the City of Morgantown has had to re-address all properties on Junction Street between Raymond Street and Willowdale Road. Please allow this letter to serve as notification of the official address changes for the properties located at Map 14 Parcel 438. The official address changes are as follows:

Original Address	New Address
629 Junction Street	547 Junction Street

If you have any further questions or concerns, please do not hesitate to contact me at 304-284-7412.

Sincerely,

Timothy L. Povroznik
IT Tech
City of Morgantown

ORD 16-20

AN ORDINANCE DESIGNATING A STREET IN THIRD WARD AS JUNCTION STREET

The City of Morgantown hereby ordains as follows:

(a) The street located in the Third Ward of the City and bounded on the East by Raymond Street, on the West by Willowdale Road, on the North by Morgan Street, and on the South by Highland Avenue shall be named "Junction Street." A depiction of the street is shown on the attached "Exhibit A" to this Ordinance.

(b) The City shall cause appropriate signage to be placed identifying Junction Street and take any necessary action within its power to notify all responsible entities of the street's identification as Junction Street. Such notification shall include the United States Postal Service and the Monongalia Emergency Centralized Communications Agency (MECCA-911), together with any other appropriate party pursuant to the Statewide Addressing and Mapping System.

(c) The Clerk shall cause a copy of this ordinance to be mailed by first-class mail, postage prepaid, to each residential and business address on Junction Street as designated in this ordinance.

This ordinance shall be effective from the date of adoption.

FIRST READING: May 3, 2016

ADOPTED: May 17, 2016

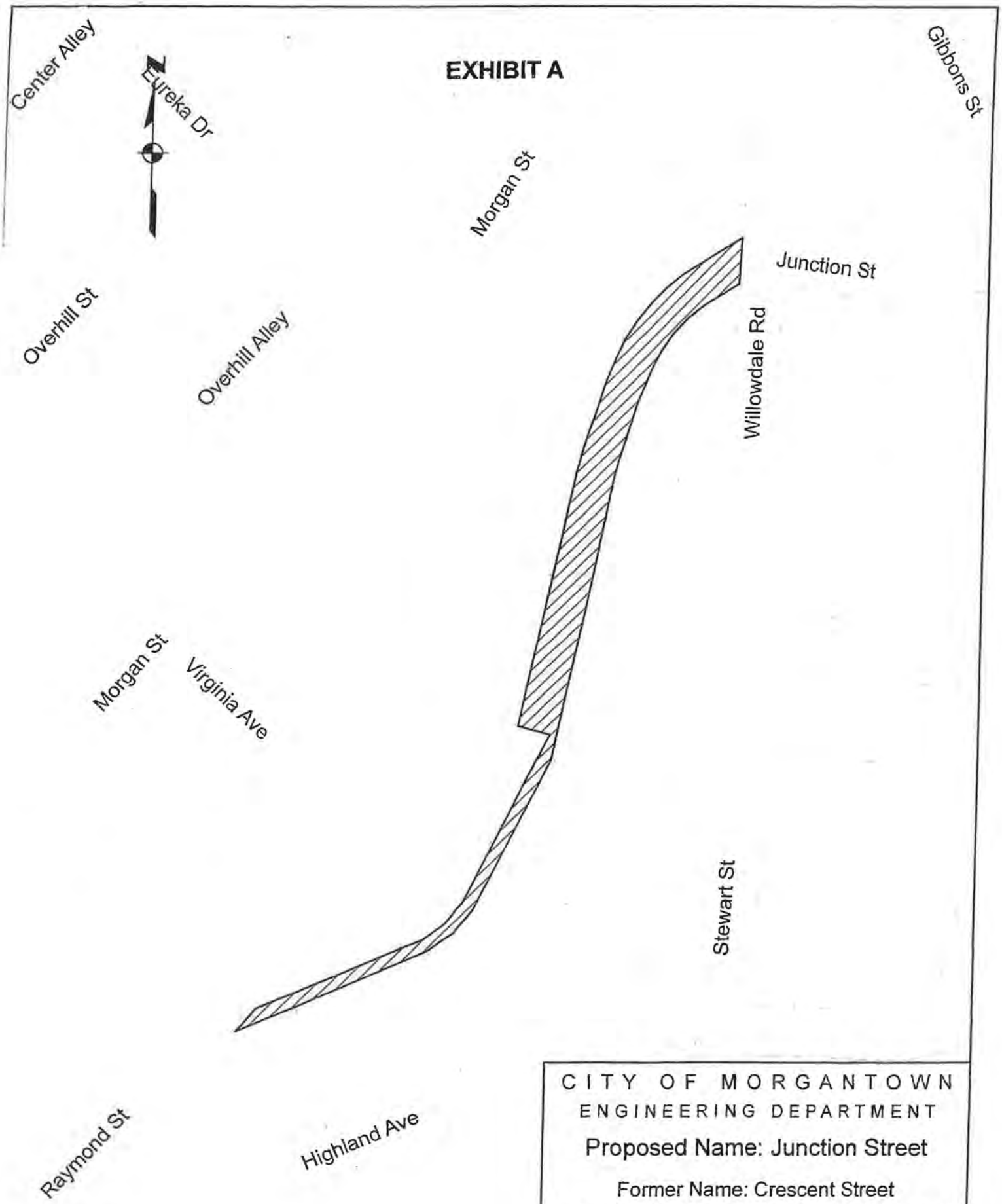
FILED: May 18, 2016

RECORDED: May 18, 2016

Mayor

City Clerk

EXHIBIT A



CITY OF MORGANTOWN
ENGINEERING DEPARTMENT

Proposed Name: Junction Street

Former Name: Crescent Street

RAYMOND ST to WILLOWDALE RD

3rd Ward — Morgantown, WV

Scale: 1 in = 100 ft — Date: May 2016

The City of Morgantown

DEVELOPMENT SERVICES
PLANNING DIVISION

389 SPRUCE STREET
MORGANTOWN, WEST VIRGINIA 26505
(304) 284-7431 TDD (304) 284-7512
FAX (304) 284-7534 www.morgantown.com

May 22, 2013

WAIBOGHA SYLVANUS
629 JUNCTION ST
MORGANTOWN, WV 26505

RE: CASE No. RZ13-01 / Double G, LLC / Stewart Street
Tax Map 14, Parcel 447

Dear Property Owner:

The City's Planning and Zoning Code requires notification of property owners within two-hundred (200) feet of a site where certain land development and/or land use decisions are required by the Planning Commission or Board of Zoning Appeals.

Lisa Mardis, on behalf of Double G Properties, LLC, has submitted a Zoning Map Amendment petition for property located at Stewart Street. A map is enclosed with this letter illustrating the location of the subject site.

The **Planning Commission** will consider this request at a public hearing on:

Thursday, June 13, 2013 at 6:30 PM
City Council Chambers, City Hall, 389 Spruce Street

Project Description:

The petitioner seeks to amend the official zoning map by changing the zoning classification of the subject property from R-1A, Single-Family Residential District to R-2, Single- and Two-Family Residential District. Zoning Map Amendment decisions are made by City Council in the form of an ordinance. However, the Planning Commission must first review the petition and then make a recommendation to City Council to either approve or deny the zoning map amendment petition.

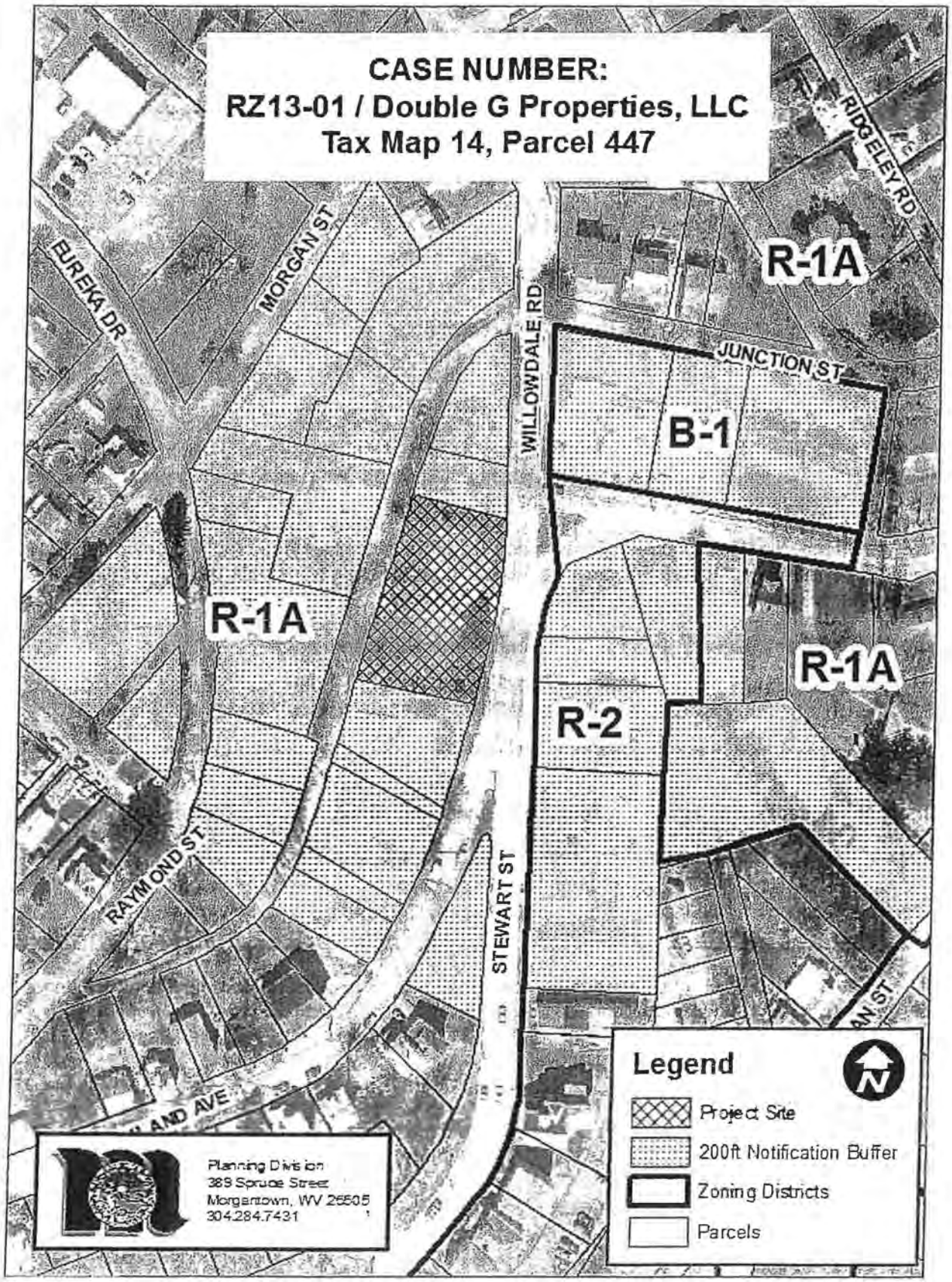
Should you have any questions concerning this petition or require special accommodations to attend the hearing noted above, please call the Planning Division at 304-284-7431 or email to shollar@cityofmorgantown.org. Written comments may be submitted to this email address or by mail to the Planning Division address noted above.

The agenda for this hearing and related staff reports will be posted on the City's website, www.morgantown.com, approximately one week before the hearing.

Respectfully,

Stacy Hollar
Executive Secretary

Enclosure: Site map


CASE NUMBER:
RZ13-01 / Double G Properties, LLC
Tax Map 14, Parcel 447
RIDGELEY RD
R-1A
MORGAN ST
EUREKA DR
WILLOWDALE RD
JUNCTION ST
B-1
R-1A
R-1A
R-2
RAYMOND ST
STEWART ST
Legend
Project Site
200ft Notification Buffer
Zoning Districts
Parcels
Planning Division
389 Spruce Street
Morgantown, WV 26505
304.284.7431

SPECIAL MEETING November 29th, 2016:

The Special Meeting of the Common Council of the City of Morgantown was held in the Council Chambers on Tuesday, November 29th 2016 at 6:00 p.m.

PRESENT: Interim City Manager Glen Kelly, City Attorney Ryan Simonton, City Clerk Linda Tucker, Mayor Marti Shamberger, Deputy Mayor Bill Kawecki and Council Members, Ron Bane, Wes Nugent, Jenny Selin, Jay Redmond. Nancy Ganz Absent.

The meeting was called to order by the Mayor.

BOARDS AND COMMISSIONS:

Fire Code Appeals Board:

Mayor Shamberger announced that Matthew Elshiaty resigned and Kyle Haugh ALT Member is being suggested for this position. She noted that Mr. Haugh was interviewed by Council for this board on July 19th, 2016. Motion by acclamation to approve appointment of Kyle Haugh to the Fire Code Appeals Board.

EXECUTIVE SESSION: Pursuant to WV State Code Section 6-9A-4(2) (B) (9) motion by Kawecki, second by Selin to go into executive session in order to discuss sale of mineral interest near 705. Present: Council, Interim City Manager, City Attorney & Attorney Shuman. Time: 6:05

ADJOURNMENT:

There being no further business, Council adjourned the Special Meeting at 6:20 p.m.

City Clerk

Mayor

A COMPREHENSIVE DVD IS AVAILABLE OF ALL COUNCIL MEETINGS ON DVD AT THE MORGANTOWN CITY LIBRARY

Boards & Commissions Available Positions

Board/Commission	Appt/reappt	Name of Applicants	Res./Non Res.	Ward	Code Sec.	Other
Historic Landmarks	Re-Appt	ShannonTinnell	Resident		167	**Reappt**
	Re-Appt	Jeanne Grimm	Resident		167	**Reappt**
Woodburn Commission	Re-Appt	Kerry Lilly	Resident		162	**Reappt**
	Re-Appt	Nikki Hoffman	Resident		162	**Reappt**
	Re-Appt	Mary Angel Blount	Resident		162	**Reappt**
	Re-Appt	Chris Hadddox	Resident		162	**Reappt**
	Vacancy	Timothy Mashburn	Advertising		162	**exp.12/31**
	Vacancy	Bonnie Witmyer	Advertising		162	**exp.12/31**
	Vacancy	Mark Furfari	Advertising		162	**exp.12/31**
Urban Landscape is re-vamping board rules, Marchetta Maupin will notify Clerk.						
Future appts being advertised BZA & ALT Member for Fire Code Board of Appeals						
Nikki Hoffman is sending e-mail out to Commission to see who want to continue to serve.						
*Once confirmed interview will be scheduled.						

Council decided on 3-21-06 by unanimous consent that if there is only one candidate for Boards & Commissions, that they will not interview; the City Clerk will check with Council before scheduling a Special Meeting.
BZA and Planning Commission term expirations are advertised in October and interviews must be completed by December per State Law.

12/1/2016

Council to interview all

Linda Tucker

From: Jeanne Grimm <jgrimm@granjean.com>
Sent: Monday, November 07, 2016 3:36 PM
To: Linda Tucker
Subject: Morgantown Historic Landmark Commission

Hello Linda,

Shannon Tinnell e-mailed me that I needed to let you know that I would like to serve another term on the MHLC. Please let me know if you need anything else from me.

Thanks, Jeanne

Bio's Not available for Jeanne & Shannon

Linda Tucker

From: Byrne-Hoffman, Nikki Byrne <cbyrne1@hsc.wvu.edu>
Sent: Thursday, November 10, 2016 12:56 PM
To: Linda Tucker
Subject: WSRC

Looks like we will need to replace Mark Furfari, Tim Mashburn, and Bonnie Witmyer.

Chris, Kerry, Mary Angel, and myself are all still willing to serve. Please let me know if I am missing anyone.

Christina N. Byrne-Hoffman
Director of Community Outreach, WVUCE-STEM
PhD Candidate, Pharmaceutical and Pharmacological Sciences (Klinke Lab)

School of Pharmacy
Dept. of Pharmaceutical Sciences
PO Box 9530
1 Medical Center Drive
Morgantown, WV 26506-9530
(304) 293-0572

Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and/or privileged information. Any unauthorized review, use, disclosure or distribution by anyone other than the intended recipient(s) is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

Morgantown

Request ID: 28406

Request Form: Volunteer for City Boards and Commissions
Received: Thursday, October 17, 2013
Status: Completed
Priority: Normal
Assigned To:

Contact Details
From: KERRY LILLY
Email: KLILCOALMINER@HOTMAIL.COM
Telephone: 304-216-0326
Address1: 701 UNION AVE
Address2:
City: MORGANTOWN **State:** WV **Zip Code:** 26505
Pref. Method of Response: E-Mail

Questions and Answers

Are you a Morgantown resident?:
Yes

In which City Ward do you live?:
Not Sure

Who is your employer? (If retired, answer "retired"):
RED BONE MINING

If Yes, how many years have you lived in the City of Morgantown?:
11 YEARS

What type of business are, or were, you employed in?:
COAL MINING

Do you have any professional certifications or licenses?:
I HAVE A BA FROM WVU, A M DIV FROM ASBURY THEOLOGICAL SEMINARY, NUMEROUS MINING CREDENTIALS, I WORKED AS A COMMUNITY DEVELOPMENT VOLUNTEER IN LINCOLN COUNTY, WV, AND ATTENDED MANY WORKSHOPS BY A VARIETY OF COMMUNITY DEVELOPMENT GROUPS

Do you have any pertinent special interests?:
I AM VERY INTERESTED IN THE REDEVELOPMENT OF THE WOODBURN SCHOOL PROPERTY FOR OUR COMMUNITY. I LIVE CLOSE TO IT AS DOES MY SON AND HIS FAMILY. I LOVE THE OUTDOORS, LIVE MUSIC, AND GETTING TOGETHER WITH FRIENDS, FAMILY, AND NEIGHBORS!

On which commission(s) are you interested in serving?:
Woodburn School Commission

Staff Activities
The status of the request was changed from Active to Completed. on 10/21/2013 at 1:12 PM

Public Activities
Request was successfully submitted. by EXEC EXEC on 10/17/2013 at 12:50 PM

Thank you for your interest in serving the City of Morgantown. We have received your application and will review the information you provided. The City Clerk will notify you if there are vacancies on the boards or commissions in which you have specified interest, pending verification of your eligibility and any given residency requirements. Should you have further questions please feel free to contact our office at 304-284-7439. by Bethany Sypolt on 10/21/2013 at 1:11 PM

An email was sent to KLILCOALMINER@HOTMAIL.COM

Morgantown

Request ID: 28412

Request Form: Volunteer for City Boards and Commissions
Received: Friday, October 18, 2013
Status: Completed
Priority: Normal
Assigned To:

Contact Details
From: Christina Byrne-Hoffman
Email: cbyrne1@hsc.wvu.edu
Telephone: 3042762663
Address1: 1289 Carlisle Avenue
Address2:
City: Morgantown **State:** WV **Zip Code:** 26505
Pref. Method of Response: E-Mail

Questions and Answers

Are you a Morgantown resident?:
Yes

In which City Ward do you live?:
Sixth

Who is your employer? (If retired, answer "retired"):
West Virginia University

If Yes, how many years have you lived in the City of Morgantown?:
Since 2005, various locations in and around Morgantown. Eight months at the Carlisle address.

What type of business are, or were, you employed in?:
Research (Graduate Research Assistant)

Do you have any professional certifications or licenses?:
Bachelor of Arts degree in Biochemistry-Molecular Biology from WVU. Research-related certifications, such as radiation safety training, ethical conduct of research from WVU Health Sciences Center. Science and Technology Entrepreneurship Training through WVU College of Business and Economics.

Do you have any pertinent special interests?:
I am also interested in serving on the Woodburn School Redevelopment Commission (not listed). I have a great interest in government administration and am looking for ways to serve the City of Morgantown. I was employed with the non-profit arts & crafts cooperative Poplar Forest while in high school and have a deep appreciation for West Virginian arts, crafts, and culture. I am extremely interested in programs that serve veterans, or other military members, and my husband is a Army 1st Cavalry veteran who has recently applied for employment with the City as a police officer. I am a member of the American Legion Auxillary, although I have not been able to participate fully in my registered chapter since permanently moving to Morgantown. I am also in the process of petitioning for membership in the Morgantown chapter of the Order of the Eastern Star. Professionally, I am a medical researcher, investigating public health issues, such as drug abuse and cancer. In that realm, I am also concerned with the ethical conduct of research, scientific education and outreach, and grant administration. I have some experience with grant writing and submission to governmental agencies, and limited budgeting experience. I was awarded with a wonderful opportunity as a summer graduate student intern at the West Virginia Higher Education Policy Commission, where I assisted the Division of Science and Research in their various programs. I serve as the secretary of the WVU Chapter of American Association of Pharmaceutical Scientists, and I am involved in many other professional organizations, as well. Within these organizations, I have helped coordinate and have participated in team-building and volunteer activities, such as preparing and serving dinner at the Ronald McDonald House and community service and outreach at the Children's Discovery Museum of WV. If you would like more information on my qualifications or activities, please don't hesitate to contact me.

On wh h commission(s) are you interested in serving?:
Planning Commission
Traffic Commission
Woodburn School Commission

Staff Activities
The status of the request was changed from Active to Completed. on 10/21/2013 at 1:30 PM

Public Activities
Request was successfully submitted. by EXEC EXEC on 10/18/2013 at 12:52 PM

Thank you for your interest in serving the City of Morgantown. We have received your application and will review the information you provided. The City Clerk will notify you if there are vacancies on the boards or commissions in which you have specified interest, pending verification of your eligibility and any given residency requirements. Should you have further questions please feel free to contact our office at 304-284-7439. by Bethany Sypolt on 10/21/2013 at 1:26 PM

An email was sent to cbyrne1@hsc.wvu.edu.

Morgantown

Request ID: 28378

Request Form: Volunteer for City Boards and Commissions
Received: Thursday, October 10, 2013
Status: Completed
Priority: Normal
Assigned To:

Contact Details
From: Mary Angel Blount
Email: maryangelblount@gmail.com
Telephone: 3042912608
Address1: 71 Wilson Avenue
Address2:
City: Morgantown **State:** WV **Zip Code:** 26501
Pref. Method of Response: E-Mail

Questions and Answers
Are you a Morgantown resident?:
Yes

In which City Ward do you live?:
First

Who is your employer? (If retired, answer "retired"):
WVU English Dept.

If Yes, how many years have you lived in the City of Morgantown?:
6

What type of business are, or were, you employed in?:
English professor

What is your job description?:

Do you have any professional certifications or licenses?:
no

Do you have any pertinent special interests?:
no

On which commission(s) are you interested in serving?:
Historic Landmarks Commission + PLANNING - Woodburn Commission

Staff Activities
The status of the request was changed from Active to Completed. on 10/11/2013 at 11:19 A

Public Activities
Request was successfully submitted. by EXEC EXEC on 10/10/2013 at 4:58 PM

Thank you for your interest in serving the City of Morgantown. We have received your application and will review the information you provided. The City Clerk will notify you if there are vacancies on the boards or commissions in which you have specified interest, pending verification of your eligibility and any given residency requirements. Should you have further questions please feel free to contact our office at 304-284-7439. by Bethany Sypolt on 10/11/2013 at 11:19 AM

An email was sent to maryangelblount@gmail.com.

Application to Serve on City Boards and Commissions

THE CITY OF MORGANTOWN HAS NUMEROUS COMMITTEES, BOARDS, AND COMMISSIONS COMPRISED OF CITIZENS WHO GIVE OF THEIR TIME IN VERY IMPORTANT CAPACITIES. STATE LAWS PRESCRIBE THAT SOME OF THOSE BODIES RETAIN MEMBERS WHO HAVE CERTAIN EXPERIENCE, EDUCATION OR PROFESSIONAL CERTIFICATIONS. WE ASK THAT YOU PROVIDE THE FOLLOWING BASIC INFORMATION SO WE MAY EVALUATE PROSPECTIVE APPOINTEES' QUALIFICATIONS IN AN EXPEDIENT MANNER. A RESUME OR OTHER PERTINENT INFORMATION MAY BE SUBMITTED ALONG WITH THIS FORM.

MR/MS: Chris Haddox WORK/CELL PHONE: 304-293-3657

ADDRESS: 739 Monongalia Ave HOME PHONE: 304-296-2415

ZIP:

EMAIL ADDRESS: chrishaddox@frontier.com chris.haddox@mail.wvu.edu

CITY RESIDENT? YES x NO ____ YEARS OF CITY RESIDENCY 25 WARD 5th

WHO IS YOUR EMPLOYER?(If Retired, Answer "Retired"): WVU

WHAT TYPE OF BUSINESS ARE (were) YOU EMPLOYED IN? Educator

JOB TITLE or JOB DESCRIPTION: Visiting Asst. Professor, WVU

PROFESSIONAL CERTIFICATIONS/LICENSES: LEED AP, GA/C-R; HERSRater

SPECIAL INTERESTS: community development, green building, music,

PLEASE CHECK THE COMMISSIONS YOU ARE INTERESTED IN SERVING:

___ BOCA BOARD OF APPEALS
___ BOARD OF PARKS AND RECREATION
___ BOARD OF ZONING APPEALS
___ BUILDING COMMISSION
___ FIRE CIVIL SERVICE
___ HISTORIC LANDMARKS
___ HUMAN RIGHTS
___ LIBRARY BOARD
___ MET BOARD
___ MORGANTOWN UTILITY BOARD
X WOODBURN SCHOOL COMMISSION
___ MUSEUM COMMISSION
___ PARKING AUTHORITY
___ PERSONNEL BOARD
___ PLANNING COMMISSION
___ POLICE CIVIL SERVICE
___ SISTER CITIES COMMISSION
___ TRAFFIC COMMISSION
___ TRANSIT AUTHORITY
___ URBAN LANDSCAPE COMMISSION
___ WARD & BOUNDARY
___ YOUTH COMMISSION

SUBMIT TO: CITY CLERK, 389 SPRUCE STREET, RM.10, MORGANTOWN, WV, 26505.

Application to Serve on City Boards and Commissions

THE CITY OF MORGANTOWN HAS NUMEROUS COMMITTEES, BOARDS, AND COMMISSIONS COMPRISED OF CITIZENS WHO GIVE OF THEIR TIME IN VERY IMPORTANT CAPACITIES. STATE LAWS PRESCRIBE THAT SOME OF THOSE BODIES RETAIN MEMBERS WHO HAVE CERTAIN EXPERIENCE, EDUCATION OR PROFESSIONAL CERTIFICATIONS. WE ASK THAT YOU PROVIDE THE FOLLOWING BASIC INFORMATION SO WE MAY EVALUATE PROSPECTIVE APPOINTEES' QUALIFICATIONS IN AN EXPEDIENT MANNER. A RESUME OR OTHER PERTINENT INFORMATION MAY BE SUBMITTED ALONG WITH THIS FORM.

MR/MS: _____Timothy Mashburn_____ WORK/CELL PHONE: __772-713-0826_

ADDRESS:_____843 Ridgeway Ave_____ HOME PHONE: __772-713-0826_

_____Morgantown_____ ZIP: _____26505_____

EMAIL ADDRESS:_____tamashburn@gmail.com_____

CITY RESIDENT? YES_X_ NO_____ YEARS OF CITY RESIDENCY __2__ WARD __5_

WHO IS YOUR EMPLOYER?(If Retired, Answer "Retired"): ____Zwcad Software__

WHAT TYPE OF BUSINESS ARE (were) YOU EMPLOYED IN?_____CAD Software____

JOB TITLE or JOB DESCRIPTION: _____Lead Software Engineer____

PROFESSIONAL CERTIFICATIONS/LICENSES: _____

_____

_____

SPECIAL INTERESTS:_____Playing music, DIY, Outdoor recreation, Teaching_____

_____Home recording, Linux_____

PLEASE CHECK THE COMMISSIONS YOU ARE INTERESTED IN SERVING:

___ BOCA BOARD OF APPEALS
___ BOARD OF PARKS AND RECREATION
___ BOARD OF ZONING APPEALS
___ BUILDING COMMISSION
___ FIRE CIVIL SERVICE
___ HISTORIC LANDMARKS
___ HUMAN RIGHTS
___ LIBRARY BOARD
___MET BOARD
___ MORGANTOWN UTILITY BOARD
_X_ WOODBURN SCHOOL COMMISSION
___ MUSEUM COMMISSION
___ PARKING AUTHORITY
___ PERSONNEL BOARD
___ PLANNING COMMISSION
___ POLICE CIVIL SERVICE
___ SISTER CITIES COMMISSION
___ TRAFFIC COMMISSION
___ TRANSIT AUTHORITY
___ URBAN LANDSCAPE COMMISSION
___ WARD & BOUNDARY
___ YOUTH COMMISSION

SUBMIT TO: CITY CLERK, 389 SPRUCE STREET, RM.10, MORGANTOWN, WV, 26505.

Morgantown

Request ID: 28411

Request Form: Volunteer for City Boards and Commissions
Received: Friday, October 18, 2013
Status: Completed
Priority: Normal
Assigned To:

Contact Details
From: Bonnie Witmyer
Email: blwitmyer@aol.com
Telephone: 304-626-1087
Address1: 324 Leonard Street
Address2:
City: Morgantown **State:** WV **Zip Code:** 26501
Pref. Method of Response: E-Mail

Questions and Answers
Are you a Morgantown resident?:
Yes

In which City Ward do you live?:
First

Who is your employer? (If retired, answer "retired"):
Harrison County Day Report Center

If Yes, how many years have you lived in the City of Morgantown?:
Morgantown is my hometown. I returned about 7 years ago.

What type of business are, or were, you employed in?:
Community Corrections

What is your job description?:

Do you have any professional certifications or licenses?:
I have a Master's of Social Work.

Do you have any pertinent special interests?:
I lived in two apartments in Woodburn for many years as a child and have fond memories of attending this school from Grade 1-4. I would love to see this building be available for a variety of activities in the community.

On which commission(s) are you interested in serving?:
[redacted]s Commission
Woodburn

Staff Activities
The status of the request was changed from Active to Completed. on 10/21/2013 at 1:23 PM

Public Activities
Request was successfully submitted. by EXEC EXEC on 10/18/2013 at 9:34 AM

Thank you for your interest in serving the City of Morgantown. We have received your application and will review the information you provided. The City Clerk will notify you if there are vacancies on the boards or commissions in which you have specified interest, pending verification of your eligibility and any given residency requirements. Should you have further questions please feel free to contact our office at 304-284-7439. by Bethany Sypolt on 10/21/2013 at 1:22 PM

An email was sent to blwitmyer@aol.com.

Morgantown

Request ID: 28540

Request Form: Volunteer for City Boards and Commissions
Received: Sunday, November 10, 2013
Status: Completed
Priority: Normal
Assigned To:

Contact Details
From: Mark Furfari
Email: Fishbowl@mountain.net
Telephone: 304-292-2511
Address1: 1435 Roosevelt St
Address2:
City: Morgantown **State:** WV **Zip Code:** 26505
Pref. Method of Response: E-Mail

Questions and Answers
Are you a Morgantown resident?:
Yes

If Yes, how many years have you lived in the City of Morgantown?:
17

In which City Ward do you live?:
Fifth

Who is your employer? (If retired, answer "retired"):
Mario's Fishbowl

What type of business are, or were, you employed in?:
Food & Beverage, catering, Foodservice

Do you have any professional certifications or licenses?:
Private Pilot

Do you have any pertinent special interests?:
Live and work in Woodburn, Want only the very best for my neighborhood.

On which Board or Commission(s) are you interested in serving?:
Woodburn Redevelopment Commission

Staff Activities
Thank you for your interest in serving the City of Morgantown. We have received your application and will review the information you provided. The City Clerk will notify you if there are vacancies on the boards or commissions in which you have specified interest, pending verification of your eligibility and any given residency requirements. Should you have further questions please feel free to contact our office at 304-284-7439. on 11/12/2013 at 10:16 AM

The status of the request was changed from Active to Completed. on 11/12/2013 at 10:16 AM

Public Activities
Request was successfully submitted. by EXEC EXEC on 11/10/2013 at 9:00 PM

An email was sent to Fishbowl@mountain.net.

Good morning. By the email below, Linda Herbst is resigning from the BZA but will stay on until City Council fills her unexpired term, which ends 31 DEC 2017. Please initiate the application process quickly to fill this unexpired term so we respect Linda's willingness to stay on for a reasonable period.

Also, please let me know when the application is announced and when the application deadline will be so we can share that will folks who might have contacted this Office expressing an interest in serving on the BZA.

Thank you.

Christopher M. Fletcher, AICP

Director of Development Services

From: Linda Herbst [mailto:leherbst@yahoo.com]
Sent: Monday, November 28, 2016 8:46 AM
To: Chris Fletcher <cfletcher@morgantownwv.gov>
Cc: Stacy Hollar <shollar@morgantownwv.gov>
Subject: Letter of resignation

Chris

Please accept this as my letter of resignation from the BZA. I wish to make it effective upon City Council appointing a replacement to fill my unexpired term.

LInda Herbst

leherbst@yahoo.com

Home Request Admin Form Admin User Admin Address Admin Resource Editor Logout

Currently logged in as: hcarl

Request Details

Request #31531 : Volunteer for City Boards and Commissions

What is your work telephone number?

Are you a Morgantown resident?
Yes

If Yes, how many years have you lived in the City of Morgantown?
5

In which City Ward do you live?
Fifth

Who is your employer? (If retired, answer "retired")
Monongalia County

What type of business are, or were, you employed in?

What is your job description?

Do you have any professional certifications or licenses?
I have a JD and and MPA (Masters of Public Administration)

Do you have any pertinent special interests?
Public planning, land use, zoning, public budgeting, mapping, and government efficiency.

On which commission(s) are you interested in serving?
BOCA Board of Appeals; Board of Zoning Appeals; Historic Landmarks Commission; Morgantown Utility Board; Mountain Line Transit Authority; Parking Authority; Planning Commission; Traffic Commission Fire Code Board of Appeals

	Status Completed
Priority	Normal
Received	6/29/2016 at 2:32 PM
Source of Request	Anon Online by Anonymous
Assigned To:	Heather Carl
Associated To:	Anonymous
Est. Completion	7/6/2016
Actual Completion	6/29/2016

Reactivate Print

Citizen Information

Kyle Haugh Legal Position 11-30
650 Price St
Morgantown, WV 26505
817-729-6321
kylerhaugh@gmail.com

Need Alt Member for Fire Code Appeals Board

Preferred Response Method: E-Mail

Staff Activities

Add New Sort

The status of the request was changed from Active to Completed.
by Heather Carl on 6/29/2016 at 4:23 PM

Communication

Select Communication Template

Standard

Print Letter

View Email Text

Public Activities

Add New Sort

Request was successfully submitted.
by Cartegraph Support on 6/29/2016 at 2:32 PM

Attachments

Add New

KAY CASTO & CHANEY PLLC
Attorneys at Law

1085 Van Voorhis Road, Suite 100 · Morgantown, WV 26505

(304) 225-0970 • Fax: (304) 225-0974

www.kaycasto.com

E-Mail: melshiaty@kaycasto.com
After Hours Extension: 26

November 18, 2016

Captain Ken Tennant
Morgantown Fire Department Fire Marshal Division
300 Spruce Street
Morgantown, WV 26505

Captain Tennant:

It is with regret that I am writing to inform you of my decision to resign my position on the Fire Code Appeals Board, effective immediately.

If I can be of any assistance as a new member is appointed to my position, please do not hesitate to ask.

Very truly yours,

Matthew D. Elshiaty

ARTICLE 167
Historic Landmarks Commission

167.01	Establishment.	167.09	Priorities.
167.02	Legislative purpose.	167.10	Commission powers and duties.
167.03	Members; qualifications; term; compensation.	167.11	Restriction on use of property designated as historic landmark.
167.04	Officers; meetings; quorum; rules.	167.12	Notice to County Assessor of designation of historic district.
167.05	Employees.	167.13	Assistance of State agencies; coordination.
167.06	Offices and expenses; other appropriations.	167.14	Notice and public hearing.
167.07	Meeting minutes.		
167.08	Annual report; reports to the Department of Culture and History.		

CROSS REFERENCES
Historic Landmarks Commission - see W. Va. Code Art. 8-26A

167.01 ESTABLISHMENT.
There is hereby established, in the City, the Morgantown Historic Landmarks Commission, hereinafter referred to as the "Commission".
(Ord. 10-7-86.)

167.02 LEGISLATIVE PURPOSE.
Council establishes the Commission in order to promote economic revitalization and improve property values, to enhance the educational, cultural, historical and aesthetic quality of the City and to accomplish the objectives set forth in West Virginia Code Article 8-26A, as amended.
(Ord. 10-7-86.)

167.03 MEMBERS; QUALIFICATIONS; TERM; COMPENSATION.
The Commission shall consist of five members appointed by Council.
(a) Qualifications. All members shall be residents of the City. One member shall be a member of Council. To the extent such persons are available in the City at the time of appointment, at least two members shall have a demonstrated special interest, experience or education in historic preservation or in professions related to historic preservation, such as history, public history, architecture, architectural history, planning, real estate, American studies, geography, landscape architecture or law.

(b) Term. The member of Council appointed by Council to serve on the Commission shall serve a term commensurate with his Council term. Of the remaining original members, one shall be appointed to serve for a term of one year, one for a term of two years, one for a term of three years, and one for a term of four years. Thereafter, members shall be appointed to a term of four years.

A member may be appointed for a second consecutive term, but after two consecutive full terms, a member shall be ineligible for reappointment until a calendar year has elapsed since the date of his or her second term.

(c) Method of Filling Vacancies. Appointments to fill a vacancy in membership shall be made by the established procedure for regular appointments and for the balance of the unexpired term.

(d) Compensation; Reimbursement for Expenses. Commission members shall serve without compensation, but shall be reimbursed for all reasonable and necessary expenses actually incurred in the performance of duties.

(Ord.10-7-86.)

167.04 OFFICERS; MEETINGS; QUORUM; RULES.

(a) Officers. At its first regular meeting in each calendar year, the Commission shall elect from its members a president, a vice president and a secretary-treasurer. The vice president shall have the power and authority to act as president during the absence or disability of the president.

(b) Meetings. The Commission shall fix the time for holding regular meetings but shall meet at least once in the months of January, April, July and October. The Commission may meet more often as it shall determine or require. Reasonable notice of the time and place of meetings shall be given to the public. All meetings shall conform to the West Virginia Open Governmental Proceedings Act, West Virginia Code Article 6-9A, as amended.

(c) Quorum. A majority of the members of the Commission shall constitute a quorum. No action of the Commission shall be official, unless authorized by a majority of all members of the Commission at a properly constituted regular or special meeting.

(d) Votes. The vote of each Commission member shall have equal weight.

(e) Rules. The Commisssion shall adopt and publish rules of procedure upon approval of Council. (Ord. 10-7-86.)

167.05 EMPLOYEES.

The Commission is authorized and empowered to employ within the limits of funds available therefor, such employees, assistants, technical personnel and consultants as are necessary to discharge the duties and responsibilities of the Commission. (Ord. 10-7-86.)

167.06 OFFICES AND EXPENSES; OTHER APPROPRIATIONS.

Council shall provide the Commission with suitable offices for holding of meetings and the preservation of plans, maps, documents and accounts,and shall provide for the operating expenses of the Commission by appropriating a sum sufficient to defray such expenses. Council shall have plenary power and authority to appropriate funds for expenditure by the Commission to accomplish the purposes of this article. (Ord. 10-7-86.)

167.07 MEETING MINUTES.

The Commission shall keep permanent minutes of all its meetings. The minutes shall record attendance of its members, its resolutions, findings, recommendations and actions. The Commission minutes shall be forwarded to Council within two weeks. The Commission minutes shall be a public record. (Ord. 10-7-86.)

167.08 ANNUAL REPORT; REPORTS TO THE DEPARTMENT OF CULTURE AND HISTORY.

(a) Annual reports shall be prepared and submitted to Council and to the State Historic Preservation Office of the Department of Culture and History within sixty days after the end of the fiscal year or the portion of the fiscal year in the first year of establishment of the Commisssion. The annual report to Council shall contain the above information as well as budget requests and recommendations.

(b) The Commission shall prepare and submit reports of Commission activities to the Historic Preservation Officer in the Department of Culture and History as required by administrative regulations promulgated by that agency. (Ord. 10-7-86.)

167.09 PRIORITIES.

In addition to such other matters as may be from time to time hereafter specifically requested by Council, the Commission shall make and recommend to Council a detailed plan to protect and foster the preservation of historical landmarks commensurate with growth in the City. (Ord. 10-7-86.)

167.10 COMMISSION POWERS AND DUTIES.

(a) General Powers. To the extent authorized by West Virginia Code Article 8-26A, as amended, the Commission shall act as a regulatory agency with respect to the construction, renovation, alteration or restoration of structures designated as historical landmarks, by the Federal, State or local government. Rules and regulations, including action under subsection (b)(5) and (6) hereof shall have the same effect as ordinances passed by Council until altered, repealed, revoked or amended by Council.

The Commission shall be independent of the City Planning Commission: provided that no rule or regulation of the Commission shall conflict with any plan of such Planning Commission. Prior to any favorable recommendation to Council by the Planning Commission with repsect to construction, renovation, alteration or restoration of structures designated by proper authorities as historical buildings, such Planning Commission shall obtain from the Historic Landmarks Commission its certificate of approval with respect to the proposed project.

(b) Special Powers.

The Commission shall have plenary power and authority to:

(1) Make survey of, and designate as historic landmarks, buildings, structures and sites which constitute the principal historical and architectural sites which are of local, regional, Statewide or national significance. No building, structure or site shall be deemed to be an historic one unless it has been prominently identified with, or best represents, some major aspect of the cultural, political, economic, military or social history of the locality, region, State or nation, or has had a major relationship with the life of an historic personage or event representing some major aspect of, or ideals related to the history of the locality, region, State or nation. Buildings or structures which are to be so designated shall embody the principal or unique features of an architectural type or demonstrate the style of a period of our history or method of construction, or serve as an illustration of the work of a master builder, designer or architect whose genius influenced the period in which he worked or has significance in current time:

(2) Prepare a register of buildings, structures and sites which meet the requirements of subsection (b)(1) hereof, publish lists of such properties and with the consent of the property owners, inspect such properties from time to time and publish a register thereof from time to time setting forth appropriate information concerning the registered buildings, structures and sites;

(3) With the consent of the property owners, certify and mark with appropriately designed markers, buildings, structures and sites which it has registered;

(4) Establish standards for the care and management of certified landmarks and withdraw such certification for failure to maintain the standards so prescribed;

(5) Acquire by purchase, gift or lease and administer registered landmarks and easements and interests therein, both real and personal;

(6) Lease or sell property so acquired under terms and conditions designed to insure the proper preservation of the landmark in question;

(7) Establish historic districts for registered landmarks, utilizing the same guidelines set forth in subsection (b)(1) hereof and designate the area thereof by appropriate markers;

(8) Identify historical districts for registered landmarks and aid and encourage the municipality or county in which the district or landmark is located to adopt rules and regulations for the preservation of historical or architectural values;

(9) Prepare and place historical markers on or along the highway or street closest to the location which is intended to be identified by such a marker;

(10) Seek the advise and assistance of individuals, groups and departments and agencies of government who or which are conducting historical preservation programs and coordinate the same insofar as possible;

(11) Seek and accept gifts, bequests, endowments and funds from any and all sources for the accomplishment of the functions of the Commission;

(12) Adopt rules and regulations concerning the operation of the Commission, the functions and responsibilities of its officers, employees, assistants and other personnel and such other matters as may be necessary to carry out the purposes of this article; and

(13) Adopt such other rules and regulations as may be deemed necessary to effectuate the purposes of this article, but no such rules and regulations shall be inconsistent with the provisions of this article or with any plan of the planning commission of such municipality or county.

(Ord. 10-7-86.)

167.11 RESTRICTION ON USE OF PROPERTY DESIGNATED AS HISTORIC LANDMARK.

Whenever any such commission,with the consent of the property owner, certifies property as being a registered landmark, it may seek and obtain from such property owner an agreement as to such restrictions upon the use of the property as the commission finds are reasonable and are calculated to perpetuate and preserve the features which led it to designate such property as an historic landmark. All such agreements between such commission and the property owner shall be in writing and when duly signed and acknowledged, shall be recorded in the office of the clerk of the county court of the county wherein such landmark is located and when so recorded shall be notification to the assessor of such county of the restrictions therein set forth.
(Ord. 10-7-86.)

167.12 NOTICE TO COUNTY ASSESSOR OF DESIGNATION OF HISTORIC DISTRICT.

When any such commission establishes an historic district, it shall notify the county assessor of the county in which such district or any part thereof is located of the fact of such establishment and the boundaries of the district, together with the restrictions which are applicable to the properties located in such district which have been mutually agreed upon such commission and the owners of the property within such district. The agreement shall be recorded in the same manner as the recordation of agreements between the commission and owners of designated landmarks entered into pursuant to the provisions of Section 167.11 hereof. The county assessor shall take such factors into consideration in assessing the properties therein.
(Ord. 10-7-86.)

167.13 ASSISTANCE OF STATE AGENCIES; COORDINATION.

Upon the request of any such commission, all agencies of the State shall assist such commission in the discharge of its duties and functions.

The Commission shall cooperate and coordinate its activities with the State Historical Society and the State Department of Culture and History, with the view of developing a unified program for the identification, study, preservation and protection of all historic buildings, structures and sites in this State.
(Ord. 10-7-86.)

167.14 NOTICE AND PUBLIC HEARING.

Prior to the designation of an historic district, the Commission shall give reasonable notice and hold a public hearing on the matter.
(Ord. 10-7-86.)

ARTICLE 162
Woodburn School Redevelopment Commission

162.01 Established.
162.02 Purpose.
162.03 Membership.
162.04 Vacancies.
162.05 Officers.
162.06 Meetings.
162.07 Written reports.
162.08 Freedom of Information Act applies.

162.01 ESTABLISHED.
There is hereby established a Woodburn School Redevelopment Commission.
(Ord. 13-49. Passed 9-3-13.)

162.02 PURPOSE.
The function of the Woodburn School Redevelopment Commission is to watch over and advise the City Manager and City Council regarding present and future development of the former Woodburn School property, programming, financing of projects, and operations of the property as a whole.
(Ord. 13-49. Passed 9-3-13.)

162.03 MEMBERSHIP.
(a) The Woodburn School Revdevelopment Commission shall consist of seven members who shall be appointed by City Council. Each of the seven members shall serve for a three-year term. Upon the conclusion of that three-year period, subsequent reappointments or new appointments will be for terms as follows:

Two members for a one-year term
and
Two members for a two-year term
and
Three members for a three-year term

(b) One member of the Commission shall be a member of the governing body of the City and shall be elected by City Council. The term of the City Council member shall be coextensive with the term of the office to which he or she has been elected or appointed. The Commission will be administered by the City Manager's Office. All members shall serve without compensation.
(Ord. 13-49. Passed 9-3-13.)

162.04 VACANCIES.
Vacancies shall be filled in the same manner as for appointments to the Commission, but for the unexpired portion of the term only. The office of a member of the Woodburn School Redevelopment Commission shall become vacant upon his/her death, resignation, removal from office, or failure to attend three consecutive regular meetings of the Commission without being excused by the Commission either before or after such absence.
(Ord. 13-49. Passed 9-3-13.)

162.05 OFFICERS.
The Woodburn School Redevelopment Commission shall select from its own membership a chairperson, vice-chairperson, and secretary.
(Ord. 13-49. Passed 9-3-13.)

162.06 MEETINGS.
The Woodburn School Redevelopment Commission shall meet as often as it may deem necessary, upon call of the chairperson. All meetings will be subject to the West Virginia Open Government Proceedings Act.
(Ord. 13-49. Passed 9-3-13.)

162.07 WRITTEN REPORTS.
The Commission shall submit annual reports to the City Manager and City Council summarizing its past year's activities and recommendations for the ensuing year.
(Ord. 13-49. Passed 9-3-13.)

162.08 FREEDOM OF INFORMATION ACT APPLIES.
As a Commission of the City, the Woodburn School Redevelopment Commission shall be subject to the West Virginia Freedom of Information Act.
(Ord. 13-49. Passed 9-3-13.)

AN ORDINANCE AMENDING ARTICLES 905 AND 906 PROVIDING FOR BUSINESS USE OF PUBLIC PLACES

WHEREAS, Article 906 of the City Code provides for Outdoor Dining Permits designed to allow business use of rights-of-way for food service and promote activity in the public rights-of-way; and

WHEREAS, the City desires to provide additional opportunities for use of the public right-of-way in order to increase public activity in public places and promote safety and aesthetic appeal in public places; and

WHEREAS, these purposes will be served by expanding the Outdoor Dining Program to permit business uses in addition to dining;

NOW, THEREFORE, The City of Morgantown hereby ordains that Article 906 of the City Code is renamed "Permits for Private Use of Street and Sidewalk Areas" and Articles 905 and 906 of the City code are amended as follows:

905.02 DISPLAYING MERCHANDISE OR MOVEABLE SIGNS.

(a) No person shall place any merchandise, sign or obstruction of any kind upon any street or sidewalk within the City for the purpose of advertising, display or sale except as provided and authorized by this article, and the Zoning Ordinance of the City.

(b) Wherever a business is conducted and maintained, on property adjacent to any public sidewalk, street or alley, no owner of any such property or business or agent thereof shall set or place any goods, wares or merchandise by way of exposing them for sale, in any street or alley, or on the sidewalks of any such street or alley, to project more than two feet from the wall or front of the place of business in question <u>unless a permit for such placement or display has been issued pursuant to Article 906</u>. This shall also apply to approved moveable signs. A five-foot wide clear passage for pedestrians on any sidewalk shall be maintained at all times.

(c) No person shall place any newspaper or similar vending machine on a public sidewalk without first obtaining the approval of the City Manager. The specific location of all such machines shall be subject to recommendations by the City's Engineering Department and shall always take into consideration the safety of the general public.

(d) No person shall be allowed to display or sell any produce, food, goods, wares or other merchandise between the hours of 11:00 p.m. and 6:00 a.m. on any public sidewalk within the Downtown Business District of the City, as shown on the map contained herein, without allowing a minimum of four feet of width of accessible sidewalk for pedestrian movement. No such vendor shall be allowed to locate on any sidewalk within the 300 Block of High Street, as shown on the map contained herein, within the hours of 11:00 p.m. to 6:00 a.m. The sidewalk vendor shall be required to remove all litter or garbage within the public right-of-way and resulting from the vendor's sales, for a distance of fifty (50) feet of its vending location. The vendor shall remove all such litter or garbage from the public right-of-way before moving from the vending location on such night.

All such vendors shall be required to comply with all applicable State, Federal and City Codes, including the West Virginia State Fire Code. Violators of this subsection shall be subject to a fine of five hundred dollars ($500.00).

906.01 INTENT AND PURPOSE.

The purpose of this Article is to create a permit process by which private persons may use the public right-of-way for business purposes in a manner designed to serve the public, to increase public enjoyment of the right-of-way, and to promote increased business and pedestrian traffic by offering safe and visually appealing opportunities for activities in public places.

~~The purpose of the outdoor dining permit is to allow for increased business and pedestrian traffic by providing safe and visually appealing opportunities for outdoor dining.~~

906.02 BOUNDARY OF OUTDOOR PERMIT AREA.

Outdoor dining permits and private use permits may be issued by the City Manager for any area within a public right-of-way within the municipal boundaries in accordance with the terms of this Article.

906.03 ~~GENERAL PROVISIONS~~ OUTDOOR DINING PERMITS.

The City Manager is authorized to issue permits for the use of public rights-of-way for restaurant tables, chairs, and similar or related equipment for the purpose of serving food and/or drink to the public ("Outdoor Dining Permits"), including conditions upon the time or manner in which the permitted area may be used, subject to the following conditions:

(a) An Outdoor Dining Permit may be issued only upon completion of an application form prescribed by the City Manager or City Manager's designee and shall be required prior to placing tables, chairs, or any other equipment on any public right-of-way. Each initial or modified application form shall be submitted with ~~an~~ nonrefundable administrative review fee of twenty-five dollars ($25.00). Renewal applications shall not require an administrative review fee. Permits issued hereunder shall be valid from January 1 through December 31. The permit fee for a nonpartitioned Outdoor Dining Permit shall be fifty dollars ($50.00) for each year the permit is obtained. The permit fee for a partitioned Outdoor Dining Permit shall be two hundred dollars ($200.00) for each year the permit is obtained. Permit fees are fees charged for the city services necessarily provided to enforce the provisions of this article as to each permitted area and do not constitute payment for a license or rental of the area.

(b) As a condition of the Outdoor Dining Permit, tables and chairs on any public right-of-way shall be acquired through the City or its designated representative, unless the City Manager or City Manager's designee approves the use of other tables and chairs in writing. The design and

placement of tables and chairs, as well as other equipment, shall comply with applicable requirements of the Americans with Disabilities Act and any applicable federal, state, or local law.

(c) The proposed use shall not unreasonably interfere with pedestrian or vehicular traffic or with access to parked vehicles, and in no event shall the uses permitted by an Outdoor Dining Permit reduce the open portion of any sidewalk to less than four feet in width. The placement of items in the public right-of-way shall comply with visibility requirements of the Planning and Zoning Code.

(d) Prior to issuance of a permit, the applica~~tion~~nt shall furnish to the City Manager a dimensioned plan showing the right-of-way and all existing public improvements and encroachments ~~such as~~ including but not limited to light posts, benches, planters, trash receptacles, fences, trees and tree grates, bicycle racks, and newspaper boxes. The diagram shall also include the location of the curb relative to the building to be served by the permit and the proposed location of all furniture and other equipment to be placed in the right-of-way. The applicant shall furnish all floor plans and approvals required by the City, including Health Department or West Virginia Alcoholic Beverage Control Administration approvals if applicable. Outdoor dining permits shall not be issued for an area that would obstruct access to a fire hydrant, Fire Department standpipe connection, fire escape, bus stop, loading zone, mail boxes, or traffic signal stanchions. Tables must be adjacent to the restaurant requesting a permit.

(e) No permits will be issued for off-site seating (i.e. seating in front of another business).

(f) All equipment used to partition an area shall be sufficient to control access to the permitted area, must be removable by the permittee during non-operating hours, and must be of a design and construction acceptable to the City.

~~(e)~~ (g) The permittee shall ensure that any consumption and possession of alcoholic beverages in the area for which an Outdoor Dining Permit has been issued complies with all applicable laws and regulations, including those of the West Virginia Alcoholic Beverage Control Administration (WVABCA). An area for which an Outdoor Dining Permit that allows sales and consumption of alcoholic beverages has been issued, and which is in compliance with all WVABCA laws and regulations, shall be exempt from the prohibition on possession, consumption, or sale of alcohol in public places stated in City Code Section 521.06 during the lawful hours of operation of the permitted area. Consumption and possession of alcoholic beverages shall only be permitted with a partitioned Outdoor Dining Permit.

~~(f)~~ (h) In order to serve any beverage regulated by the WVABCA in an outdoor dining permit area, the designated area must be included in the floor plan for the licensed premises as approved by the WVABCA. Any beverage regulated by the WVABCA shall be served and consumed only on the enclosed or bounded portion of the public right-of-way designated as an outdoor dining permit area. Patrons may not carry any beverage regulated by the WVABCA out of the outdoor dining permit area.

~~(g)~~ (i) All applicable Health Department sanitation requirements shall be followed for outdoor food handling. The permittee shall be responsible for posting the outdoor seating area as to any special Health Department requirements.

~~(h)~~ (j) All rights-of-way encompassed by the Outdoor Dining Permit shall be maintained by the permittee in a sanitary manner at all times. Food, trash, and recyclables shall be disposed of in appropriate containers on a regular basis during the day by the permittee.

~~(i)~~ (k) Permittees shall be responsible for emptying any public trash containers placed in the permit area by the City.

~~(j)~~ (l) Permittees shall see that the public areas encompassed by their Outdoor Dining Permit are kept clean throughout the day and at the end of each business day, so as not to have any food, scraps, or drink leftover remaining which would pose an attraction to animals or insects. Each permit holder shall wash, as needed, the public area to remove any food or drink residue that may attract animals and/or create a pedestrian slip hazard.

~~(k)~~ (m) No tables, chairs, or other equipment shall be permanently attached or affixed to the sidewalk, poles or any other public facilities. No equipment shall be placed in the permit area except as specifically approved in the permit application.

~~(l)~~ (n) Outdoor dining permitted under this article, may only occur during the hours specified in the permit issued for each premises. If a permitte~~d~~e serves any beverage regulated by the WVABCA in an outdoor dining permit area, all laws and regulations of the WVABCA regarding permitted days and hours of service shall be followed.

~~(m)~~ (o) The applicant for an Outdoor Dining Permit shall provide at its sole cost and expense and shall maintain in effect during the entire period of the permit, insurance in the following manner:

(1) Worker's Compensation insurance in at least the required statutory limits;

(2) Comprehensive general liability insurance, including owner's protective liability insurance and contractual liability insurance covering claims for personal injury and property damage with limits of at least one million dollars ($1,000,000) per occurrence, and one million dollars ($1,000,000) for any single injury; and

(3) Prior to issuance of an Outdoor Dining Permit, the permittee shall provide the City with copies of the certificates of insurance for the required policies for each type of insurance naming the City as an additional insured party.

(4) The required insurance policies shall each provide that they shall not be changes~~d~~ or canceled during the life of the Outdoor Dining Permit until thirty days after written notice of such change has been delivered to the City.

~~(n)~~ (p) The permittee shall hold harmless, indemnify, and defined the City and the West Virginia Department of Transportation, Division of Highways from and against any and all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, consequential or otherwise, including reasonable attorneys' fees, which may in any way arise out of or be connected with the granting or use of an Outdoor Dining Permit or from any act or failure to act by the permittee, its agents or employees.

~~(o)~~ (q) Outdoor dining is a privilege. The city shall have the right and power, acting through the City Manager, to prohibit the operation of an outdoor dining area at any time because of anticipated or actual problems and conflicts in the use of the right-of-way area. Such problems and conflicts may arise from, but are not limited to, scheduled festivals and similar events or parades or marches, or repairs to the right-of-way, or from demonstrations or emergencies occurring in the area. The City Manager may suspend or revoke an Outdoor Dining Permit for any reason after providing at least three days' prior written notice to a permittee, and the City Manager may revoke an Outdoor Dining Permit without notice in a situation determined by the City Manager to be an emergency. Any violation of the provisions of this Section; any federal, state, or local law; or of the specific conditions of any Outdoor Dining Permit shall be cause for immediate revocation of the Outdoor Dining Permit.

906.04. PRIVATE USE PERMITS.

The City Manager is authorized to issue permits for the use of public rights-of-way for business purposes other than outdoor dining to permit businesses with locations adjoining the public right-of-way to extend business operations into the right-of-way, ("Private Use Permits"), including conditions upon the time or manner in which the permitted area may be used, subject to the following conditions:

(a) A Private Use Permit may be issued only upon completion of an application form prescribed by the City Manager or City Manager's designee and shall be required prior to placing goods or equipment on any public right-of-way. Each initial or modified application form shall be submitted with a nonrefundable administrative review fee of twenty-five dollars ($25.00). Renewal applications shall not require an administrative review fee. Permits issued hereunder shall be valid from January 1 through December 31. The permit fee for a nonpartitioned Private Use Permit shall be fifty dollars ($50.00) for each year the permit is obtained. The permit fee for a partitioned Private Use Permit shall be two hundred dollars ($200.00) for each year the permit is obtained. Permit fees are fees charged for the city services necessarily provided to enforce the provisions of this article as to each permitted area and do not constitute payment for a license or rental of the area.

(b) The design and placement of all equipment shall comply with applicable requirements of the Americans with Disabilities Act and any applicable federal, state, or local law.

(c) The proposed use shall not unreasonably interfere with pedestrian or vehicular traffic or with access to parked vehicles, and in no event shall the uses permitted by a Private Use Permit reduce the open portion of any sidewalk to less than four feet in width. The placement of items in the public right-of-way shall comply with visibility requirements of the Planning and Zoning Code.

(d) Prior to issuance of a permit, the applicant shall furnish to the City Manager a dimensioned plan showing the right-of-way and all existing public improvements and encroachments, including but not limited to light posts, benches, planters, trash receptacles, fences, trees and tree grates, bicycle racks, and newspaper boxes. The diagram shall also include the location of the curb relative to the building to be served by the permit and the proposed location of all furniture and other equipment to be placed in the right-of-way. The applicant shall furnish all floor plans and approvals required by the City, including Health Department or West Virginia Alcoholic Beverage Control Administration approvals if applicable. Private Use Permits shall not be issued for an area that would obstruct access to a fire hydrant, Fire Department standpipe connection, fire escape, bus stop, loading zone, mail boxes, or traffic signal stanchions.

(e) The permit area must be adjacent to the business requesting a permit. No permits will be issued for off-site use (i.e. placement in front of a business other than the applicant's own).

(f) All equipment used to partition an area shall be sufficient to control access to the permitted area, must be removable by the permittee during non-operating hours, and must be of a design and construction acceptable to the City.

(g) All rights-of-way encompassed by the Private Use Permit shall be maintained by the permittee in a sanitary manner at all times. Food, trash, and recyclables shall be disposed of in appropriate containers on a regular basis throughout the day by the permittee.

(h) Permittees shall be responsible for emptying any public trash containers placed in the permit area by the City.

(i) Permittees shall see that the public areas encompassed by their Private Use Permit are kept clean throughout the day and at the end of each business day. Each permit holder shall wash, as

needed, the public area to remove any food, drink, or other residue that may attract animals and/or create a pedestrian slip hazard.

(j) No equipment shall be permanently attached or affixed to the sidewalk, poles or any other public facilities. No equipment shall be placed in the permit area except as specifically approved in the permit application.

(k) Uses permitted under this article may only occur during the hours specified in the permit issued for each premises.

(l) The applicant for a Private Use Permit shall provide at its sole cost and expense and shall maintain in effect during the entire period of the permit, insurance in the following manner:

(1) Worker's Compensation insurance in at least the required statutory limits;

(2) Comprehensive general liability insurance, including owner's protective liability insurance and contractual liability insurance covering claims for personal injury and property damage with limits of at least one million dollars ($1,000,000) per occurrence, and one million dollars ($1,000,000) for any single injury; and

(3) Prior to issuance of a Private Use Permit, the permittee shall provide the City with copies of the certificates of insurance for the required policies for each type of insurance naming the City as an additional insured party.

(4) The required insurance policies shall each provide that they shall not be changed or canceled during the life of the Private Use Permit until thirty days after written notice of such change has been delivered to the City.

(m) The permittee shall hold harmless, indemnify, and defend the City and the West Virginia Department of Transportation, Division of Highways from and against any and all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, consequential or otherwise, including reasonable attorneys' fees, which may in any way arise out of or be connected with the granting or use of a Private Use Permit or from any act or failure to act by the permittee, its agents or employees.

(n) Private use of public space is a privilege. The city shall have the right and power, acting through the City Manager, to prohibit the operation of an Private Use Permit area at any time because of anticipated or actual problems and conflicts in the use of the right-of-way area. Such problems and conflicts may arise from, but are not limited to, scheduled festivals and similar events or parades or marches, or repairs to the right-of-way, or from demonstrations or emergencies occurring in the area. The City Manager may suspend or revoke a Private Use Permit for any reason after providing at least three days' prior written notice to a permittee, and the City Manager may revoke a Private Use Permit without notice in a situation determined by the City Manager to be an emergency. Any violation of the provisions of this Section; any federal, state, or local law; or of the specific conditions of any Private Use Permit shall be cause for immediate revocation of the Private Use Permit.

906.99 PENALTY.

Any person, firm or corporation violating any provision of this article, shall be fined not less than fifty dollars ($50.00) nor more than five hundred dollars ($500.00) for each offense. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

This Ordinance shall be effective upon date of adoption.

FIRST READING:

ADOPTED:

FILED:

RECORDED:

_____
MAYOR

_____
CITY CLERK

ORDINANCE

AN ORDINANCE APPROVING AND CREATING A NEW TAX INCREMENT FINANCING DISTRICT IN THE CITY OF MORGANTOWN, MONONGALIA COUNTY, WEST VIRGINIA TO BE KNOWN AS "THE CITY OF MORGANTOWN DEVELOPMENT DISTRICT NO. 5"; APPROVING THE UPPER FALLING RUN PROJECT PLAN NO. 1 AS APPROVED BY THE WEST VIRGINIA DEVELOPMENT OFFICE; ESTABLISHING A TAX INCREMENT FINANCING FUND AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, The City of Morgantown (the "City") is authorized by the West Virginia Tax Increment Financing Act, Chapter 7, Article 11B of the Code of West Virginia, 1931, as amended (the "Act"), to create development or redevelopment districts, cause project plans to be prepared, issue tax increment financing obligations and take other actions to facilitate the orderly development and economic stability of the City, all as more fully set forth in the Act;

WHEREAS, Fairmont-Morgantown Housing Authority ("FMHA"), has requested that the City (i) approve the creation of a development district to be known and designated as "The City of Morgantown Development District No. 5", comprised of approximately 20 acres and as more fully described in **Exhibit A** hereto (the "TIF District"), (ii) approve a project plan, specifically being the development of certain public infrastructure improvements, including, without limitation, water lines, sanitary sewer lines, gas lines, stormwater drainage, new road construction and road improvements and other related infrastructure and utilities improvements, all within or benefitting the TIF District, to be known and designated as "Upper Falling Run Project Plan No. 1", as more fully described in **Exhibit B** hereto (the "Project Plan"), and (iii) establish a tax increment financing fund (the "TIF Fund") to permit the utilization of tax increment financing;

WHEREAS, the City did, on June 21, 2016, following proper notice thereof, hold a public hearing with respect to the Tax Increment Financing Application relating to the creation of the TIF District and proposing the Project Plan (the "Application") wherein interested parties were afforded a reasonable opportunity to express their views on the proposed creation of the TIF District and its proposed boundaries and the proposed approval of the Project Plan;

WHEREAS, the City submitted the Application to the Director of the West Virginia Development Office (the "Director") for his review and approval, all in accordance with the applicable provisions of the Act;

WHEREAS, the Director has, by letter dated October 6, 2016, notified the City that the West Virginia Development Office has reviewed the Application and has found the Application regarding both the TIF District and the Project Plan to be complete, and has further provided that

the City may now enter an ordinance creating the TIF District, approving the Project Plan and establishing the TIF Fund;

WHEREAS, it is hereby found and determined that the Application meets the criteria set forth in the Act for creation of a development district, formulation of a project plan and establishment of a tax increment financing fund; and

WHEREAS, the City Council of the City (the "City Council") has determined to enact this Ordinance that approves, certifies and creates the TIF District, approves and certifies the Project Plan and establishes the TIF Fund.

NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL, AS FOLLOWS:

1. Justification for Approval of TIF District. It is hereby found and determined that the real property within the TIF District will be benefitted by eliminating or preventing the development or spread of slums or blighted, deteriorated or deteriorating areas, discouraging the loss of commerce, industry or employment, increasing employment therein or any combination thereof; that development or redevelopment thereof will not be solely used for development of commercial businesses that will unfairly compete in the local economy; and that development or redevelopment is in the public interest because it will discourage commerce, industry or manufacturing from moving their operations to another state, result in increased employment in the City or result in preservation or enhancement of the tax base of the City.

2. Justification for Approval of Project Plan. It is hereby found and determined that the real property within the TIF District will be benefitted by implementing the Project Plan by eliminating or preventing the development or spread of slums or blighted, deteriorated or deteriorating areas, discouraging the loss of commerce, industry or employment, increasing employment therein or any combination thereof.

3. Approval and Creation of TIF District. The TIF District, to be known as "The City of Morgantown Development District No. 5" is hereby approved, certified and created as of the date of adoption and entry of this Ordinance. The TIF District shall have the boundaries set forth in **Exhibit A**.

4. Approval of Project Plan. The Project Plan, as set forth in **Exhibit B**, is hereby expressly found to be economically feasible and is hereby approved and certified. The projects set forth in the Project Plan, or any portion of it subsequently deemed by the City to be included (the "Projects"), are hereby approved and declared to be eligible for funding in whole or in part, from tax increment financing obligations and from moneys remaining in the TIF Fund after there has first been paid all debt service, reserve fund deficiency and other payments payable in connection with any bonds, notes or other obligations payable from the TIF Fund, which the City, in its discretion, may determine to issue from time to time in accordance with the provisions of the Act.

5. Establishment of TIF Fund. The TIF Fund is hereby established as a separate fund into which all tax increment revenues and other revenues designated by the City, for the benefit of the TIF District shall be deposited, and from which all costs of the Projects shall be paid, which may be assigned to and held by a trustee for the benefit of bondholders if tax increment financing obligations are issued by the City.

6. Allocation of Property Taxes. All ad valorem property taxes on real and tangible personal property having a tax situs in the TIF District shall be assessed, collected and allocated in the following manner for so long as any tax increment financing obligations payable from the TIF Fund are outstanding and unpaid:

(a) For each tax year, the Monongalia County Assessor shall record in the land and personal property books both the Base Assessed Value and the Current Assessed Value of the real and tangible personal property having a tax situs in the TIF District, as such terms are defined in the Act. The Base Assessed Value shall be the value of all real and tangible personal property located within the TIF District as of July 1, 2015.

(b) Ad valorem taxes collected from regular levies upon real and tangible personal property having a tax situs in the TIF District that are attributable to the lower of the Base Assessed Value or the Current Assessed Value of real and tangible personal property located in the TIF District shall be allocated to the levying bodies situate in the County (the County Commission of Monongalia County, the City and the Monongalia County Board of Education) in the same manner as applicable to the tax year commencing July 1, 2015.

(c) The positive tax increment, if any, with respect to real and tangible personal property in the TIF District shall be allocated and paid into the TIF Fund and shall be used (i) to pay the principal of and interest on tax increment financing bonds, notes or other obligations outstanding and payable from the TIF Fund, including the principal of and interest on the tax increment financing obligations anticipated to be issued to finance a portion of the costs of the Projects, funding any reserve fund deficiency and any other payments payable in connection with such bonds, notes or obligations and (ii) to pay or reimburse costs of projects in the TIF District. Any levying body having the TIF District within its jurisdiction shall not receive any portion of the annual tax increment except as otherwise provided in the Act.

(d) In no event shall the tax increment include any taxes collected from excess levies, levies for general obligation bonded indebtedness or any levies other than the regular levies provided for in the Act.

7. Use of Proceeds of Tax Increment Financing Obligations. Proceeds from tax increment financing obligations anticipated to be issued under the Act and revenues available in the TIF Fund may only be used to pay for costs of development or redevelopment projects to foster economic development in the TIF District, when such development or redevelopment project or projects would not reasonably be expected to occur without tax increment financing.

8. Need for TIF Financing. The City Council hereby expressly finds and states that the Projects included in the Project Plan are not reasonably expected to occur without the use of tax increment financing.

9. Dissolution of TIF District. In the event that all tax increment financing obligations issued in connection with the Project Plan or any subsequently approved project plan have been paid or defeased and are no longer outstanding and any portion of the Projects or any subsequently approved project to be paid on a pay-as-you-go basis from the proceeds of the TIF Fund have been paid, the TIF District shall be dissolved.

10. 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.

11. 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.

12. Conflicting Provision Repealed. All ordinances, resolutions, indentures or orders, or parts thereof, that conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed with respect to the subject matter of this Ordinance.

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

14. Effective Date. This Ordinance shall take effect immediately upon enactment.

15. Statutory Notice and Public Hearing. Following the first reading by title hereof, an abstract of this Ordinance, determined by the City 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 Dominion Post*, a newspaper published and of general circulation in the City, together with a notice stating that this Ordinance has been introduced and that the City Council of the City contemplates the final enactment thereof and that any person interested may appear before City Council upon a date certain, not less than ten days subsequent to the date of the first publication of said abstract and notice, and present protests, and that a certified copy of the Ordinance is on file in the office of the City Clerk for review by interested parties during the office hours of the City Clerk.

At such hearing, all objections and suggestions shall be heard and the City Council shall take such action as it shall deem proper in the premises.

First Reading	December 6, 2016
Second Reading following public hearing	December 20, 2016

[Signature Page Follows]

Adopted this 20th day of December, 2016.

THE CITY OF MORGANTOWN

By:_____
Its Interim City Manager

By:_____
Its Mayor

APPROVED:

By:_____
Its City Attorney

8666965 (20945.2)

CERTIFICATION

The undersigned, being the duly qualified, elected and acting Clerk of The City of Morgantown, does hereby certify that the foregoing Ordinance was duly adopted and enacted by the City Council of The City of Morgantown at a regular meeting duly held, pursuant to proper notice thereof, on December 20, 2016, a quorum being present and acting throughout, and which Ordinance has not been modified, amended or revoked and is a true, correct and complete copy thereof as of this 20th day of December, 2016.

By:_____

City Clerk

Exhibit A

TIF District Boundaries

The TIF District includes approximately 20 acres of contiguous real property located in the City's Third Ward, off Liberty Street and running along Braddock Street to the west. The TIF District are as set forth below.

Exhibit B

Project Plan

(attached hereto)

SECTION II. PROJECT INFORMATION

A. DETAILED DESCRIPTION OF PROJECT

Include a description of how the project fits with the overall development plans for the development or redevelopment project area or district or the overall development plans of the municipality, county, or region.

The TIF District

FMHA proposes that the City create the TIF District to be designated as "The City of Morgantown Development District No. 5." A map of the proposed TIF District is provided in **Attachment 2**. The proposed TIF District includes approximately 20 acres of contiguous real property located in the City's Third Ward, off Liberty Street and running along Braddock Street to the west. The TIF District is being proposed by FMHA for creation by the City for the purpose of facilitating the planning, acquisition, construction and equipping of public infrastructure improvements within the TIF District in connection with the development of the land within the TIF District. The anticipated development of the land within the TIF District is (i) approximately 178 independent living units, 48 assisted living units and 16 memory care units for persons 55 and older living at or below 150% of the area median income and (ii) an apartment complex of approximately 48 two and three bedroom units providing residential living for families where a parent is, or wishes to, pursue higher education.

The TIF Project

FMHA proposes to develop certain public infrastructure improvements within the TIF District, including, without limitation, water lines, sanitary sewer lines, gas lines, stormwater drainage, new road construction and road improvements and other related infrastructure and utilities improvements, all within or benefitting the proposed TIF District (the "TIF Project"), as set forth and more particularly indicated on the map provided in **Attachment 2**.

Tax Increment Financing Obligations

To finance the costs of the TIF Project, the City proposes to issue tax increment revenue bonds or other obligations (the "TIF Obligations") in an amount not to exceed $10,000,000, with maturities not to exceed 30 years from the date of the creation of the TIF District. Such TIF Obligations may be issued from time to time in one or more series. Proceeds of the TIF Obligations are generally planned and expected to be used to (i) finance all or a portion of the costs of the TIF Project, including architectural, engineering, legal and other professional fees and expenses; (ii) fund reserves for the TIF Obligations; (iii) fund capitalized interest on the TIF Obligations; and (iv) pay costs of issuance of the TIF Obligations, including costs relating to the creation of the TIF District and preparation and approval of this Tax Increment Financing Application, and related costs. A portion of the costs of the TIF Project may also be paid on a pay-as-you-go basis directly from tax increment revenues.

C. PUBLIC IMPROVEMENTS

The TIF Project is expected to include the following public infrastructure improvements: water lines, sanitary sewer lines, gas lines, stormwater drainage, new road construction and road improvements and other related infrastructure and utilities improvements, all within or benefitting the proposed TIF District, all as set forth and more particularly indicated on the map provided in **Attachment 2**.

Type	Estimated Cost	Location
Roads	$4,000,000	See **Attachment 2** for location
Utility Extensions	$1,000,000	See **Attachment 2** for location
Total:	$5,000,000[1]	

[1] Preliminary and subject to change.

AN ORDINANCE AMENDING THE FY 2016-2017 ANNUAL BUDGET OF THE CITY OF MORGANTOWN AS SHOWN IN THE REVISED BUDGET ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE AS THE SAME APPLIES TO THE GENERAL FUND.

The City of Morgantown hereby ordains:

That the FY 2016-2017 Annual Budget of the General Fund of the City of Morgantown is amended as shown in the Request for Revision to Approved Budget (Revision 03) attached hereto and made a part of this ordinance.

First Reading:

Adopted: _____ Mayor

Filed:

Recorded: _____ City Clerk

CITY OF MORGANTOWN
GENERAL FUND - REVISION 03
FY 2016-2017

ACCT NO	REVENUES	PROPOSED BUDGET FY17	6 MONTH PROPOSED REV 03	PROPOSED AMENDED BUDGET	EXPLANATION
				-	
			-		

ACCT NO	EXPENDITURES	PROPOSED BUDGET FY17	Personnel Adjustments	Other	6 MONTH PROPOSED REV 03	PROPOSED AMENDED BUDGET	EXPLANATION OF PERSONNEL ADJUSTMENTS AND OTHER
436	Code	1,061,075	2,000	18,000	20,000	1,081,075	Vehicle to replace totaled vehicle, insurance paid approx. $7,500 in FY 2016
							Impact award - pay increase as recommended by supervisor
412	City Manager	559,038	2,500		2,500	561,538	Impact award - pay increase as recommended by supervisor
414	Finance	909,220	2,500	6,000	8,500	917,720	Office equipment to handle additional volume from MSF (20,000 returns/yr)
							Impact award - pay increase as recommended by supervisor
950	Urban Landscape	170,359	3,900	6,000	9,900	180,259	Contracted services, vehicle maintenance, and safety lights for vehicle
							Pay increase for Urban Landscape Director - $3/hour
700	Police	8,888,488	50,450		54,450	8,942,938	$1.75/hour Proficiency/Retention pay increase - Master Police Officer at 10 years
			4,000				Impact awards - pay increases as recommended by supervisor
416	Municipal Court	291,612	15,000		15,000	306,612	Raise DMCC hourly rate from $14.14 to $25 per hour and to cover OT
438	Elections	27,000		2,000	2,000	29,000	Add new voting site for City Election at North Side Fire Station
750	Streets	3,372,471		10,000	10,000	3,382,471	Additional road and sidewalk ice treatment materials
752	Signs & Signals	710,304		10,000	10,000	720,304	Additional street marking materials for MSF paving projects
					132,350		

LGSD BR (Ver. 2014)

Ora Ash, Deputy State Auditor
West Virginia State Auditor's Office
200 West Main Street
Clarksburg, WV 26301
Phone: 627-2415 ext. 5114
Fax: 627-2417

REQUEST FOR REVISION TO APPROVED BUDGET

Subject to approval of the state auditor, the governing body requests that the budget be revised prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists. (§ 11-8-26a)

CONTROL NUMBER
FY: 2016-2017
Fund: General
Rev. No. 3
Pg. of No. 1 of 1

City of Morgantown
GOVERNMENT ENTITY

389 Spruce Street
STREET OR PO BOX

Morgantown — CITY
26505 — ZIP CODE

Municipality
Government Type

Person To Contact Regarding Request:
Name: James Goff
Phone: 304-284-7407
Fax: 304-284-7430

REVENUES: (net each acct.)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				
	#N/A				

NET INCREASE/(DECREASE) Revenues (ALL PAGES)

Explanation for Account # 378, Municipal Specific:

Explanation for Account # 369, Contributions from Other Funds:

EXPENDITURES: (net each account category) (WV CODE 7-1-9)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUSLY APPROVED AMOUNT	(INCREASE)	(DECREASE)	REVISED AMOUNT
699	Contingencies*	3,209,416		132,350	3,077,066
436	Building Inspection	1,061,075	20,000		1,081,075
412	City Manager's Office	559,038	2,500		561,538
414	Finance Office	909,220	8,500		917,720
950	Beautification Programs	170,359	9,900		180,259
700	Police Department	8,888,488	54,450		8,942,938
416	Police Judge's Office	291,612	15,000		306,612
438	Elections	27,000	2,000		29,000
750	Streets and Highways	3,372,471	10,000		3,382,471
752	Signs and Signals	710,304	10,000		720,304
	#N/A				

NET INCREASE/(DECREASE) Expenditures

APPROVED BY THE STATE AUDITOR

BY:
Deputy State Auditor, Local Government Services Division **Date**

AUTHORIZED SIGNATURE OF ENTITY

APPROVAL DATE

MEMORANDUM

TO: City Council
Glen Kelly, Interim City Manager

FROM: Timothy L. Ball, General Manager, MUB

DATE: November 30, 2016

SUBJECT: **Bond Documents for Dam/Reservoir and related projects**
Rights of Way Related to the Above
Council Agenda December 6

This memo is a read ahead resource for the City Council meeting to be held on December 6.

Bond Documents Related to Funding on Water System Improvements

As discussed in the meeting of the Committee of the Whole on November 29, MUB is reviewing and revising both the scope of work and the funding plans for the subject project. This review is necessary in order to reconfigure the project so that it remains affordable despite higher than expected bids and increased interest rates.

We respectfully request your consideration and approval of the two following new Bond Ordinances:

> Bond Ordinance 2017 A– a new bond ordinance that will replace the existing/previously approved bond ordinance (2016 D). The new ordinance will allow a term of up to 40 years, and a maximum amount of $50 million. This will require three readings: Dec 6, Dec 20, and Jan 3. The need for this ordinance has now been confirmed.
>
> Bond Ordinance 2017 B – a new bond ordinance that will parallel the existing bond ordinance, or its replacement. The new ordinance will allow a loan from the WV IJDC, with terms of up to 40 years, and a maximum amount of $10 million. This will require three readings: Dec 6, Dec 20, and Jan 3. This ordinance may, or may not, be used for the subject improvements, with that decision remaining dependent upon circumstances and analyses not yet known. However, if the ordinance is not used for the subject improvements, it can and will be used later in the year for the Rockley Road water extension. In the event that this ordinance is used for the subject improvements, another new ordinance (2017 C) would then be needed for the Rockley Road project.

Rights of Way for Water and Sewer Improvements

We provide for your consideration a total of six rights of way which are necessary for the proposed improvements. Three of them are in the Krepps Park area, and are related to the proposed Poponoe Run Sewer Interceptor. The other three are in the area of the City Garage and Ice Rink at Mississippi Street, and are for the proposed Raw Water Pipeline. We respectfully request that the City grant these rights of way (which are located within City properties) to MUB, with readings/approvals on December 6 and December 20.

In closing, MUB appreciates the City Council's support of these critical projects. We look forward to beginning their construction as soon as possible in the coming months, and we are working diligently and urgently toward that goal.

If you have any questions, please feel free to contact me.

Water Reservoir Project (Public Issue with IJDC Issue)

THE CITY OF MORGANTOWN, WEST VIRGINIA

AN ORDINANCE AUTHORIZING THE DESIGN ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE POTABLE WATER PORTION OF THE EXISTING COMBINED UTILITY SYSTEM OF THE CITY OF MORGANTOWN AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN $50,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2017 A; PROVIDING FOR THE RIGHTS AND REMEDIES OF, AND THE SECURITY FOR, THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT, A CONTINUING DISCLOSURE AGREEMENT AND OTHER DOCUMENTS RELATING TO THE BONDS; AND ENACTING OTHER PROVISIONS WITH RESPECT TO SUCH BONDS.

WHEREAS, The City of Morgantown (the "Issuer" or the "City") presently owns and operates, through The City of Morgantown Utility Board (the "Board"), a public combined waterworks, sanitary sewerage and stormwater system (collectively, the "Combined Utility System," as hereinafter further described) and has heretofore financed the design, acquisition, construction and equipping of the Combined Utility System and certain additions, betterments and improvements thereto through the issuance of several series of bonds or refunding bonds, of which there are presently outstanding the Prior Bonds, as hereinafter defined.

WHEREAS, all of the Prior Bonds were issued pursuant to ordinances of the Issuer previously enacted (such ordinances, as so amended and supplemented, collectively herein called the "Prior Ordinances");

WHEREAS, under the provisions of Chapter 8, Article 20 of the West Virginia Code of 1931, as amended (the "Act"), the Issuer is authorized and empowered to design, acquire, construct and operate extensions, additions, betterments and improvements for the Combined Utility System;

WHEREAS, the Issuer has determined the design, acquisition, construction and equipping of certain extensions, betterments and improvements to the raw water supply and storage, water treatment, treated water storage and distribution system for potable water (the "Potable Water System"), specifically including, but not limited to, the design, acquisition, construction and equipping of a new water reservoir, and any, all or none of the following depending on the availability of funds: (i) the acquisition and installation of emergency generators to serve certain facilities in the Potable Water System; (ii) the design, acquisition, construction and equipping of a raw water transmission line from the new raw water reservoir to the water treatment plant; and/or (iii) the design, acquisition, construction and equipping of extensions, betterments and improvements of certain water treatment plant assets, distribution lines, pump stations and storage tanks, and all necessary appurtenances, as determined by the Board (collectively, the "Project"), is necessary, appropriate, useful and desirable for the health, safety, and welfare of the inhabitants of the Issuer and surrounding areas;

WHEREAS, the Issuer has determined to finance all or a portion of the costs of the Project through the issuance of its The City of Morgantown, Combined Utility System Revenue Bonds, Series 2017 A, in the aggregate principal amount of not more than $50,000,000 (the "Series 2017 A Bonds");

WHERESAS, the Issuer may finance a portion of the costs of the Project through the issuance of its The City of Morgantown, Combined Utility System Revenue Bonds, Series 2017 B (West Virginia Infrastructure Fund), in the aggregate principal amount of not more than $20,000,000 (the "Series 2017 B Bonds" and, collectively with the Series 2017 A Bonds, the "Series 2017 Bonds"), the issuance of which is authorized by the enactment by the City Council of the Issuer of an Ordinance contemporaneously herewith (the "Series 2017 B Ordinance");

WHEREAS, the Issuer has determined to enact this Ordinance to authorize the issuance of the Series 2017 A Bonds (the "Series 2017 A Ordinance"), such Series 2017 A Bonds to have such security and such other terms and provisions as are hereinafter provided, all in the manner set forth herein;

WHEREAS, Series 2017 A Bonds will be issued on a parity with the Series 2017 B Bonds (if issued), the Prior Bonds and any Additional Parity Bonds (as hereinafter defined) with respect to their lien on and security interest in the Gross Revenues of the Combined Utility System, and the Series 2017 A Bonds shall contain such other terms and provisions as are hereinafter provided, all in the manner set forth herein; and

WHEREAS, the Issuer has determined and hereby determines that it is in the best interest of the residents of the City that its Series 2017 A Bonds be sold to the Original Purchaser (as hereinafter defined) thereof pursuant to the terms and provisions of a bond purchase agreement (the "Bond Purchase Agreement") between the Issuer and the Original Purchaser, hereinafter defined;

NOW, THEREFORE, THE COUNCIL OF THE CITY OF MORGANTOWN HEREBY ORDAINS:

ARTICLE I
DEFINITIONS, STATUTORY AUTHORITY, FINDINGS

Section 1.01. Definitions All capitalized terms used in this Ordinance and not otherwise defined in the recitals hereto shall have the meanings specified below, unless the context expressly requires otherwise:

"Act" means Chapter 8, Article 20 of the West Virginia Code of 1931, as amended and in effect on the Closing Date for the Series 2017 A Bonds.

"Authorized Newspaper" means a financial journal or newspaper of general circulation in the City of New York, New York, printed in the English language and customarily published on each business day of the Registrar, whether or not published on Saturdays, Sundays or legal holidays, and so long as so published, shall include The Bond Buyer.

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

"Board" shall mean The City of Morgantown Utility Board, created by an ordinance of the Issuer, or any successor thereto, the authorized officer for which is the Board's General Manager.

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

"Bond Counsel" means any law firm having a national reputation in the field of municipal law whose opinions are generally accepted by purchasers of municipal bonds, appointed by the Issuer or the Board, and shall initially mean Steptoe & Johnson PLLC, Charleston, West Virginia.

"Bondholder," "Holder," "Holder of the Bonds," "Owner of the Bonds," "Registered Owner," or any similar term means any person who shall be the registered owner of any outstanding Bond.

"Bond Insurer" means any entity which shall insure all or any portion of the payment of principal of and interest on the Bonds, and with respect to the Series 2017 A Bonds, shall initially mean the bond insurer, if any, named in the Supplemental Resolution.

"Bond Register" means the books of the Issuer maintained by the Registrar for the registration and transfer of Series 2017 A Bonds.

"Bond Year" means with respect to each series of Series 2017 A Bonds the 12 month period beginning on the anniversary of the Closing Date in each year and ending on the day prior to the anniversary date of the Closing Date in the following year, except that the first Bond Year shall begin on the Closing Date.

"Bonds" means, collectively, the Series 2017 A Bonds, the Series 2017 B Bonds (if issued), the Prior Bonds and any Additional Parity Bonds hereafter issued within the terms, restrictions and conditions contained herein.

"Business Day" means any day other than a Saturday, Sunday or a day on which national banking associations, West Virginia banking corporations or the New York Stock Exchange are authorized by law to remain closed.

"Certificate of Authentication and Registration" means the Certificate of Authentication and Registration on the Series 2017 A Bonds in substantially the form set forth in "EXHIBIT A – FORM OF SERIES 2017 A BONDS," attached hereto.

"City" or "Issuer" means The City of Morgantown, a municipal corporation and political subdivision of the State of West Virginia, in Monongalia County thereof, and, where appropriate, the Council, the Board and any successor thereto.

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

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

"Closing Date" means the date upon which there is an exchange of the Series 2017 A Bonds for the proceeds representing the original purchase price thereof.

"Code" shall mean the Internal Revenue Code of 1986, as amended and supplemented from time to time, and Regulations thereunder.

"Combined Utility System" means, collectively, the Potable Water System, the Sewer System and the Stormwater System of the Issuer, as presently existing in its entirety or any integral part thereof, and shall include the Project and any additions, betterments and improvements hereafter acquired, constructed and/or equipped for the Potable Water System, the Sewer System or the Stormwater System, both within, and outside of, the Issuer's corporate boundaries.

"Connection Fees" means the fees, if any, paid by customers of the Combined Utility System in order to connect thereto.

"Consulting Engineers" means any independent licensed Professional Engineer or Engineers or firm or firms of Licensed Professional Engineers, that shall at any time now or hereafter be retained by the Board as Consulting Engineers for the Combined Utility System, or any portion thereof.

"Costs," "Costs of the Project" or similar terms means all those costs now or hereafter permitted by the Act to be financed with bonds issued pursuant hereto, including, without limitation those costs set forth in Section 1.02C.

"Council" means the City Council of the Issuer or any other governing body of the Issuer that succeeds to the functions of the City Council as presently constituted.

"Debt Service" with reference to a specified period, means the amount of principal, including any sinking fund payments, and interest payable with respect to any series of the Bonds during such period.

"Depository Bank" means the bank or banks to be designated as such in the Supplemental Resolution, and any other bank or national banking association located in the State of West Virginia, eligible under the laws of the State of West Virginia to receive deposits of state and municipal funds and insured by the FDIC that may hereafter be appointed by the Issuer as Depository Bank.

"DTC" means The Depository Trust Company, New York, New York, or its successor thereof.

"DTC-eligible" means, with respect to the Series 2017 A Bonds, meeting the qualifications prescribed by DTC.

"Event of Default" means any occurrence or event specified in Section 7.01.

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

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

"Government Obligations" shall have the meaning set forth in the Supplemental Resolution.

"Gross Revenues" means the aggregate gross operating and non-operating revenues of the Combined Utility System, as hereinafter defined, determined in accordance with generally accepted accounting principles, after deduction of prompt payment discounts, if any, and reasonable provision for uncollectible accounts; provided, that "Gross Revenues" include any gains from the sale or other

disposition of capital assets, but does not include any increase in the value of capital assets (including Qualified Investments, as hereinafter defined) or any Tap Fees (as hereinafter defined).

"Independent Certified Public Accountant" means the West Virginia State Tax Department or any licensed Certified Public Accountant or firm of licensed Certified Public Accountants that shall at any time hereafter be retained by the Issuer or the Board to prepare an independent annual or special audit of the accounts of the Combined Utility System or for any purpose except keeping the accounts of said Combined Utility System in the normal operations of its business and affairs, and specifically shall not include any Certified Public Accountant who is an employee of either the City or the Board.

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

"Maximum Annual Debt Service" means, at the time of computation, the greatest amount of Debt Service required to be paid on then outstanding Bonds for the then current or any succeeding Fiscal Year.

"Mayor" means the Mayor of the Issuer.

"Municipal Bond Insurance Policy" means the municipal bond insurance policy, if any, issued by any Bond Insurer simultaneously with the delivery of the Series 2017 A Bonds, insuring the timely payment of the principal of and interest on all or any of the Series 2017 A Bonds, in accordance with the terms thereof.

"Municipal Bond Debt Service Reserve Insurance Policy" means a municipal bond debt service reserve policy and may subsequently mean, a letter of credit, surety bond or other financial instrument which is pledged to the Series 2017 A Bonds Reserve Account in the amount of the Series 2017 A Bonds Reserve Requirement.

"Net Proceeds" means the face amount of the Series 2017 A Bonds, plus accrued interest and premium, if any, less original issue discount, if any, on such issue, and less proceeds deposited in the Series 2017 A Bonds Reserve Account, if any. For purposes of the Private Business Use limitations set forth herein, the term Net Proceeds shall include any amounts resulting from the investment of proceeds of the Series 2017 A Bonds, without regard to whether or not such investment is made in tax-exempt obligations.

"Net Revenues" means Gross Revenues less Operating Expenses (hereinafter defined).

"Nonpurpose Investment" means any Investment Property which is acquired with the gross proceeds of the Series 2017 A Bonds and is not acquired in order to carry out the governmental purpose of the Series 2017 A Bonds.

"Operating Expenses" means the reasonable, proper and necessary costs of repair, operation and maintenance of the Combined Utility System and includes, without limiting the generality of the foregoing, administrative, engineering, legal, auditing and insurance expenses (other than those capitalized as part of the Costs, fees and expenses of the Combined Utility System, fiscal agents, the Depository Bank, Registrar and Paying Agent or Paying Agents, payments to pension or retirement funds,

taxes and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting principles; provided, that "Operating Expenses" does not include payments on account of the principal of or redemption premium, if any, or interest on the Bonds, charges for depreciation, losses from the sale or other disposition of or any decrease in the value of capital assets, amortization of debt discount or such miscellaneous deductions as are applicable to prior accounting periods.

"Ordinance" or "Bond 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, by ordinance or by supplemental resolution.

"Original Purchaser" means the investment banking firm or firms, bank or banks or such other entity or entities as shall purchase the Series 2017 A Bonds directly from the Issuer, as determined by a resolution supplemental hereto.

"Outstanding" when used with reference to the Bonds and as of any particular date, describes all Bonds theretofore and thereupon being issued and delivered except (a) any Bond canceled by the registrar for such Bond at or prior to said date; (b) any Bond for the payment of which monies, equal to its then outstanding principal amount, with interest to the date of maturity, shall be held in trust under this Ordinance and set aside for such payment (whether upon or prior to maturity); (c) any Bond deemed to have been paid as provided by Section 9.01; and (d) with respect to determining the number or percentage of Bondholders for the purpose of consents, notices and the like, any Bond registered to the Issuer. Notwithstanding the foregoing, in the event that a Bond Insurer has paid principal of and/or interest on any Bond, such Bond shall be deemed to be Outstanding until such time as such Bond Insurer has been reimbursed in full.

"Paying Agent" means, initially, the West Virginia Municipal Bond Commission and any other paying agent for the Series 2017 A Bonds which may be appointed by a resolution supplemental hereto, all in accordance with Section 8.12 hereof.

"Potable Water System" means, collectively the potable water production and distribution facilities of the Combined Utility System, which specifically includes, but is not limited to, the Issuer's raw water supply, storage and transmission, water treatment, and treated water storage and distribution, as presently existing in its entirety or any integral part thereof, and shall include the Project and any further additions, betterments and improvements thereto hereafter acquired, constructed and/or equipped for the Potable Water System both within, and outside of, the Issuer's corporate boundaries.

"Prior Bonds" means, collectively, the Series 1995 Bonds, Series 2000 A Bonds, Series 2000 B Bonds, Series 2001 A Bonds, Series 2006 A Bonds, Series 2007 A Bonds, Series 2010 A Bonds, Series 2010 B Bonds, Series 2010 C Bonds, Series 2010 D Bonds, Series 2010 E Bonds, Series 2010 F Bonds, Series 2012 A Bonds, Series 2012 C Bonds, Series 2013 A Bonds, Series 2014 B Bonds, Series 2015 A Bonds, Series 2015 B Bonds, Series 2015 C Bonds, Series 2015 D Bonds, Series 2015 E Bonds, Series 2016 A Bonds and Series 2016 B-1 Bonds.

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

"Private Business Use" means use directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and use as a member of the general public.

"Project" means the design, acquisition, construction and equipping of certain extensions, betterments and improvements to the Potable Water System, specifically including, but not limited to, the design, acquisition, construction and equipping of a new water reservoir and any, all or none of the following depending on the availability of funds: (i) the acquisition and installation of emergency generators to serve certain facilities in the Potable Water System; (ii) the design, acquisition, construction and equipping of a raw water transmission line from the new raw water reservoir to the water treatment plant; and/or (iii) the design, acquisition, construction and equipping of extensions, betterments and improvements, as determined by the Board, of certain water treatment plant assets, distribution lines, pump stations and storage tanks and all necessary appurtenances.

"Purchase Price" for the purpose of computation of the Yield of the Series 2017 A Bonds, has the same meaning as the term "issue price" in Sections 1273(b) and 1274 of the Code, and, in general, means the initial offering price of the Series 2017 A Bonds to the public (not including bond houses and brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of the Series 2017 A Bonds of each maturity is sold or, if the Series 2017 A Bonds are privately placed, the price paid by the first buyer of the Series 2017 A Bonds or the acquisition cost of the first buyer. "Purchase Price," for purposes of computing Yield of Nonpurpose Investments, means the fair market value of the Nonpurpose Investments on the date of use of Gross Proceeds of the Series 2017 A Bonds for acquisition thereof, or if later, on the date that Investment Property constituting a Nonpurpose Investment becomes a Nonpurpose Investment of the Series 2017 A Bonds.

"Qualified Investments" means and includes all investments permitted to be made by a municipality and political subdivision under the laws of the State, as enacted as of the date of enactment of this Bond Ordinance in West Virginia Code § 8-13-22a and 8-22-22a, as may be amended or modified from time to time. In the event that the laws of the State would cease to provide guidance on permissible investments, the last applicable law of the State shall control such investments.

"Record Date" means the date or dates which shall be so stated in the Series 2017 A Bonds, regardless of whether such day is a Saturday, Sunday or legal holiday.

"Redemption Date" means the date fixed for redemption of Bonds subject to redemption in any notice of redemption published or mailed in accordance herewith.

"Redemption Price" means the price at which any of the Bonds may be called for redemption and includes the principal amount of the Bonds to be redeemed, plus the interest and the premium, if any, required to be paid to effect such redemption.

"Registrar" means the bank to be designated in the Supplemental Resolution as the Registrar for the Series 2017 A Bonds, and any successor thereto appointed in accordance with Section 8.08 hereof.

"Regulations" means temporary and permanent regulations promulgated under the Code, and includes applicable regulations promulgated under the Internal Revenue Code of 1954.

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

"Series 1995 Bonds" means the Combined Utility System Revenue Bonds, Series 1995 (West Virginia SRF Program), of the Issuer, dated April 27, 1995, issued in the original aggregate principal amount of $1,601,477.

"Series 2000 A Bonds" means the Combined Utility System Revenue Bonds, Series 2000 A (West Virginia SRF Program), of the Issuer, dated February 29, 2000, issued in the original aggregate principal amount of $7,842,000.

"Series 2000 B Bonds" means the Combined Utility System Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund), of the Issuer, dated February 29, 2000, issued in the original aggregate principal amount of $2,488,000.

"Series 2001 A Bonds" means the Combined Utility System Revenue Bonds, Series 2001 A (West Virginia Infrastructure Fund), of the Issuer, dated February 8, 2001, issued in the original aggregate principal amount of $3,812,470.

"Series 2006 A Bonds" means the Combined Utility System Revenue Bonds, Series 2006 A (West Virginia SRF Program), of the Issuer, dated June 30, 2006, issued in the original aggregate principal amount of $6,410,191.

"Series 2007 A Bonds" means the Combined Utility System Revenue Bonds, Series 2007 A (West Virginia SRF Program), of the Issuer, dated August 14, 2007, issued in the original aggregate principal amount of $8,500,000.

"Series 2010 A Bonds" means the Combined Utility System Revenue Bonds, Series 2010 A (Direct Payment Build America Bonds), of the Issuer, dated January 28, 2010, issued in the original aggregate principal amount of $37,950,000.

"Series 2010 B Bonds" means the Combined Utility System Revenue Bonds, Series 2010 B (West Virginia SRF Program/ARRA), of the Issuer, dated January 28, 2010, issued in the original aggregate principal amount of $81,600.

"Series 2010 C Bonds" means the Combined Utility System Revenue Bonds, Series 2010 C (West Virginia SRF Program), of the Issuer, dated January 28, 2010, issued in the original aggregate principal amount of $15,380,227.

"Series 2010 D Bonds" means the Combined Utility System Revenue Bonds, Series 2010 D (West Virginia DWTRF Program), of the Issuer, dated January 28, 2010, issued in the original aggregate principal amount of $9,317,286.

"Series 2010 E Bonds" means the Combined Utility System Revenue Bonds, Series 2010 E (West Virginia DWTRF Program/ARRA), of the Issuer, dated January 28, 2010, issued in the original aggregate principal amount of $100,000.

"Series 2010 F Bonds" means the Combined Utility System Revenue Bonds, Series 2010 F (Bank Qualified), of the Issuer, dated January 28, 2010, issued in the original aggregate principal amount of $7,250,000.

"Series 2012 A Bonds" means the Combined Utility System Revenue Bonds, Series 2012 A (West Virginia DWTRF Program), of the Issuer, dated August 24, 2012, issued in the original aggregate principal amount of $570,000.

"Series 2012 C Bonds" means the Combined Utility System Revenue Bonds, Series 2012 C (Bank Qualified), of the Issuer, dated October 5, 2012, issued in the original aggregate principal amount of $2,330,000.

"Series 2013 A Bonds" means the Combined Utility System Revenue Bonds, Series 2013 A (West Virginia Infrastructure Fund), of the Issuer, dated August 22, 2013, issued in the original aggregate principal amount of $4,605,260.

"Series 2014 B Bonds" means the Combined Utility System Revenue Bonds, Series 2014 B, of the Issuer, dated July 13, 2014, issued in the original aggregate principal amount of $505,421.

"Series 2015 A Bonds" means the Combined Utility System Revenue Bonds, Series 2015 A (West Virginia Water Development Authority), of the Issuer, dated March 31, 2015 issued in the original aggregate principal amount of $137,568.

"Series 2015 B Bonds" means the Combined Utility System Revenue Bonds, Series 2015 B (West Virginia Water Development Authority), of the Issuer, dated March 31, 2015, issued in the original aggregate principal amount of $4,586.

"Series 2015 C Bonds" means the Combined Utility System Revenue Bonds, Series 2015 C (West Virginia SRF Program), of the Issuer, dated March 31, 2015 issued in the original aggregate principal amount of $8,111,813.

"Series 2015 D Bonds" means the Combined Utility System Revenue Bonds, Series 2015 D (West Virginia SRF Program), of the Issuer, dated March 31, 2015 issued in the original aggregate principal amount of $1,688,394.

"Series 2015 E Bonds" means the Combined Utility System Revenue Bonds, Series 2015 E (West Virginia SRF Program), of the Issuer, dated June 11, 2015, issued in the original aggregate principal amount of $662,300.

"Series 2016 A Bonds" means the Combined Utility System Revenue Bonds, Series 2016 A, of the Issuer, dated December 1, 2016, issued in the aggregate principal amount of $69,755,000.

"Series 2016 B-1 Bonds" means the Combined Utility System Revenue Bonds, Series 2016 B-1 (West Virginia SRF Program), of the Issuer, dated December 1, 2016, issued in the aggregate principal amount of $25,000,000.

"Series 2016 B-2 Bonds" means the Combined Utility System Revenue Bonds, Series 2016 B-2 (West Virginia SRF Program/Green), of the Issuer, dated December 1, 2016, issued in the original aggregate principal amount of $500,000. Pursuant to the terms and conditions of the Series 2016 B-2 Bonds, the outstanding principal of the Series 2016 B-2 Bonds is forgiven by the holder thereof on the last day of the Fiscal Year in which such principal is advanced. No repayment of any principal of the Series 2016 B-2 Bonds will occur and the Series 2016 B-2 Bonds do not bear any interest. The Series 2016 B-2 Bonds are not secured by any lien on the Gross Revenues of the Combined Utility System.

"Series 2017 Bonds" means, collectively, the Series 2017 A Bonds and, if issued, the Series 2017 B Bonds.

"Series 2017 A Bonds" means the Combined Utility System Revenue Bonds, Series 2017 A of the Issuer, authorized to be issued in the aggregate principal amount of not more than $50,000,000 pursuant to this Ordinance and the Supplemental Resolution.

"Series 2017 A Bonds Construction Fund" means the Series 2017 A Bonds Construction Fund created by Section 4.01 hereof.

"Series 2017 A Bonds Costs of Issuance Fund" means the Costs of Issuance Fund created by Section 4.01 hereof.

"Series 2017 A Bonds Redemption Account" means the Redemption Account created in the Series 2017 A Bonds Sinking Fund by Section 4.02 hereof.

"Series 2017 A Bonds Reserve Account" means the Series 2017 A Bonds Reserve Account created in the Series 2017 A Bonds Sinking Fund by Section 4.02 hereof.

"Series 2017 A Bonds Sinking Fund" means the Series 2017 A Bonds Sinking Fund created by Section 4.02 hereof.

"Series 2017 B Bonds" means the Combined Utility System Revenue Bonds, Series 2017 B of the Issuer, which may be issued contemporaneously with the Series 2017 A Bonds in the aggregate principal amount of not more than $20,000,000 to pay a portion of the Costs of the Project.

"Series 2017 B Bonds Reserve Account" means the Series 2017 B Bonds Reserve Account created pursuant to the Series 2017 B Ordinance.

"Series 2017 B Bonds Sinking Fund" means the Series 2017 B Bonds Sinking Fund created pursuant to the Series 2017 B Ordinance

"Sewer System" means, collectively, the sanitary sewerage collection and treatment facilities of the Combined Utility System which specifically includes, but is not limited to, collection lines, transmission mains, pump stations, man holes, and wastewater treatment plants, as presently existing in its entirety or any integral part thereof, and shall include any additions, betterments and improvements thereto hereinafter acquired, constructed or equipped for the Sewer System, both within, and outside of, the Issuer's corporate boundaries.

"State" means the State of West Virginia.

"Stormwater System" means, collectively, the stormwater management and conveyance facilities of the Combined Utility System which specifically includes, but is not limited to, pipe, culverts, channels and watercourses, as presently existing in its entirety or any integral part thereof, and shall include any additions, betterments and improvements thereto hereinafter acquired, constructed, or equipped for the Stormwater System, both within, and outside of, the Issuer's corporate boundaries.

"Supplemental Resolution" means, collectively, any ordinance or resolution amendatory hereof or supplemental hereto and, when preceded by the article "the," refers specifically to the Supplemental Resolution or Supplemental Resolutions to be adopted by the Issuer following enactment of this Ordinance, setting forth the final amounts, maturities, interest rates, redemption provisions, Bond Insurer provisions (if any) and other terms of the Series 2017 A Bonds and authorizing the sale of the

Series 2017 A Bonds to the Original Purchaser; provided, that any provision intended to be included in the Supplemental Resolution and not so included may be contained in any other Supplemental Resolution.

"Surplus Revenues" means the Net Revenues not required by the Bond Legislation to be set aside and held for the payment of or security for the Series 2017 A Bonds, the Prior Bonds or any other obligations of the Issuer, including, without limitation, the Depreciation Fund, the Sinking Funds and the Reserve Accounts.

"Term Bonds" means Bonds subject to mandatory sinking fund redemption, as described by Section 3.06 hereof.

Words importing singular number shall include the plural number in each case and vice versa; words importing persons shall include firms and corporations and vice versa; and words importing the masculine gender shall include the feminine and neuter genders and vice versa.

Additional terms and phrases are defined in this Ordinance as they are used. Accounting terms not specifically defined herein shall be given meaning in accordance with generally accepted accounting principles.

The terms "herein," "hereunder," "hereby," "hereto," "hereof" and any similar terms refer to this Ordinance; and the term "hereafter" means after the date of enactment of this Ordinance.

Articles, sections and subsections mentioned by number only are the respective articles, sections and subsections of this Ordinance so numbered.

Section 1.02. Authority for this Ordinance. This Ordinance is enacted pursuant to the provisions of the Act and other applicable provisions of law.

Section 1.03. Findings. The Council hereby finds and determines as follows:

A. The Issuer is a municipal corporation and political subdivision of the State of West Virginia in Monongalia County of said State.

B. The Issuer presently owns and operates, through the Board, a public combined potable waterworks, sanitary sewerage, and stormwater Combined Utility System. It is deemed necessary and desirable for the health and welfare of the inhabitants of the Issuer, and for the improvement of the potable water supply for all customers of the Combined Utility System, that there be acquired and constructed certain extensions, additions, betterments and improvements to the Potable Water System of the Combined Utility System, specifically the Project.

C. It is deemed necessary for the Issuer to issue its Combined Utility System Revenue Bonds, Series 2017 A, in the aggregate principal amount of not more than $50,000,000, to permanently finance all or a portion of the costs of design, acquisition, construction and equipping 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, if any, upon the Series 2017 A Bonds prior to and during acquisition, construction and/or equipping and for a period not exceeding 6 months after completion of acquisition, construction and equipping of the Project; amounts which may be deposited in the Series 2017 A Bonds Reserve Account; underwriter's discount, engineering and legal expenses; expenses for estimates of costs and revenues; expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise; administrative expenses; commitment fees; the premium for a Municipal Bond Insurance Policy; the premium for a Municipal

Bond Debt Service Reserve Insurance Policy; discount; initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2017 A Bonds and such other expenses as may be necessary or incidental to the financing herein authorized; the design, acquisition, construction and equipping of the Project and the placing of same in operation; and the performance of the things herein required or permitted, in connection with any thereof; provided, that reimbursement to the Issuer for any amounts expended by it for allowable costs prior to the issuance of the Series 2017 A Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project.

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

E. It is in the best interests of the Issuer that the Series 2017 A Bonds be sold to the Original Purchaser pursuant to the terms and provisions of a bond purchase agreement to be entered into by and between the Issuer and the Original Purchaser, as shall be approved by Supplemental Resolution of the Issuer.

F. There are or will be outstanding obligations of the Issuer which will rank on a parity with the Series 2017 A Bonds as to liens, pledge, source of and security for payment, being the Issuer's Series 2017 B Bonds (if issued), Prior Bonds and any hereinafter issued Additional Parity Bonds, as provided in this Ordinance.

Prior to the issuance of the Series 2017 A Bonds, the Issuer will obtain (i) the certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the Series 2017 B Bonds (if issued) and the Prior Bonds are met, and (ii) the written consent of the Holders of the Series 1995 Bonds, Series 2000 A Bonds, Series 2000 B Bonds, Series 2001 A Bonds, Series 2006 A Bonds, Series 2007 A Bonds, Series 2010 B Bonds, Series 2010 C Bonds, Series 2010 D Bonds, Series 2010 E Bonds, Series 2012 A Bonds, Series 2013 A Bonds, Series 2015 A Bonds, Series 2015 B Bonds, Series 2015 C Bonds, Series 2015 D Bonds, Series 2015 E Bonds, the Series 2016 B-1 Bonds and the Series 2017 B Bonds (if issued) to the issuance of the Series 2017 A Bonds on a parity with the Series 1992 Bonds, Series 1995 Bonds, Series 2000 A Bonds, Series 2000 B Bonds, Series 2001 A Bonds, Series 2006 A Bonds, Series 2007 A Bonds, Series 2010 B Bonds, Series 2010 C Bonds, Series 2010 D Bonds, Series 2010 E Bonds, Series 2012 A Bonds, Series 2013 A Bonds, Series 2015 A Bonds, Series 2015 B Bonds, Series 2015 C Bonds, Series 2015 D Bonds, Series 2015 E Bonds, Series 2016 B-1 Bonds and Series 2017 B Bonds (if issued). The Series 2010 A Bonds, Series 2010 F Bonds, Series 2012 C Bonds, Series 2014 B Bonds and Series 2016 A Bonds do not require written consent from the holders thereof.

Other than the Series 2017 B Bonds (if issued) and the Prior Bonds, there are no other presently outstanding bonds or obligations of the Issuer which are secured by Gross Revenues or assets of the Combined Utility System. The Issuer is in compliance with all the covenants of the Series 2017 B Bonds, the Prior Bonds and the Prior Ordinances.

G. The Issuer intends to issue the Series 2017 A Bonds, and to pledge for payment thereof, the Gross Revenues of the Combined Utility System, on a parity with one another and on a parity with such pledge in favor of the Holders of the Series 2017 B Bonds (if issued), the Prior Bonds and any hereinafter issued Additional Parity Bonds.

H. The estimated revenues to be derived in each year after the date hereof from the operation of the Combined Utility System will be sufficient to provide for the repair, maintenance and operation of the Combined Utility System, to pay the principal of and interest on the Series 2017 A Bonds, the Series 2017 B Bonds (if issued) and the Prior Bonds as and when it becomes due and

reasonable reserves therefor, to provide an adequate renewal and replacement fund, as hereinafter provided, and to make all other payments provided for in this Ordinance.

I. It is in the best interests of the Issuer, and the residents thereof, that the Issuer issue the Series 2017 A Bonds, and secure the Series 2017 A Bonds by a pledge and assignment of the Gross Revenues derived from the operation of the Combined Utility System, the monies in the Series 2017 A Bonds Sinking Fund, including the Series 2017 A Bonds Reserve Account therein, unexpended proceeds of the Series 2017 A Bonds and as further set forth herein.

J. The Series 2017 A Bonds and the Certificate of Authentication and Registration to be endorsed thereon are to be in substantially the forms set forth in "EXHIBIT A – FORM OF SERIES 2017 A BONDS" attached hereto and incorporated herein by reference, with necessary and appropriate variations, omissions and insertions as permitted or required by this Ordinance or a Supplemental Resolution or as deemed necessary by the Registrar or the Issuer.

K. All things necessary to make the Series 2017 A Bonds, when authenticated by the Registrar and issued as in this Ordinance provided, the valid, binding and legal special obligations of the Issuer according to the import thereof, and to validly pledge and assign those funds pledged hereby to the payment of the principal of and interest on the Series 2017 A Bonds, will be timely done and duly performed.

L. The enactment of this Ordinance, the execution and issuance of the Series 2017 A Bonds and the amendment, subject to the terms thereof, will not result in any breach of, or constitute a default under, any instrument to which the Issuer is a party or by which it may be bound or affected.

M. Prior to construction, the Issuer will have complied with all requirements of West Virginia law relating to authorization of the acquisition, construction and operation of the Project and the Combined Utility System and issuance of the Series 2017 A Bonds including but not limited to Chapter 24, Article 2, Paragraph 11 (l).

Section 1.04. Ordinance Constitutes Contract. In consideration of the acceptance of the Series 2017 A Bonds by those who shall own or hold the same from time to time, this Ordinance shall be deemed to be and shall constitute a contract between the Issuer and such Bondholders, and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the legal Holders of any and all of such Series 2017 A Bonds, all of which shall be of equal rank and without preference, priority or distinction between any one Series 2017 A Bond and any other Series 2017 A Bond, by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

ARTICLE II
AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT

Section 2.01 Authorization of Acquisition and Construction of the Project. There is hereby authorized and ordered the acquisition and construction of the Project, at an estimated cost of not more than $52,000,000, of which up to $50,000,000 will be obtained from the proceeds of the Series 2017 A Bonds, up to $20,000,000 may be obtained from the proceeds of the Series 2017 B Bonds (if issued) and up to $2,000,000 may be obtained from funds of the Combined Utility System available for such purpose.

ARTICLE III
THE SERIES 2017 A BONDS

Section 3.01 Form and Payment of Bonds. No Series 2017 A Bond shall be issued pursuant to this Ordinance except as provided in this Article III. Any Series 2017 A Bonds issued pursuant to this Ordinance may be issued only as fully registered Series 2017 A Bonds without coupons, in the denomination of $5,000 or any integral multiple thereof for any year of maturity. All Series 2017 A Bonds shall be dated as of the date provided in a Supplemental Resolution applicable to such series. All Series 2017 A Bonds shall bear interest from the interest payment date next preceding the date of authentication or, if authenticated after the Record Date but prior to the applicable interest payment date or on such interest payment date, from such interest payment date or, if no interest on such Series 2017 A Bonds has been paid, from the date thereof; provided, however, that, if, as shown by the records of the Registrar, interest on such Series 2017 A Bonds shall be in default, Bonds issued in exchange for Series 2017 A Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the initial Series 2017 A Bonds surrendered.

The principal of, and the interest and premium, if any, on, the Series 2017 A Bonds shall be payable in any coin or currency which, on the respective date of such payment, is legal tender for the payment of public and private debts under the laws of the United States of America upon surrender at the principal office of the Paying Agent. Interest on the Series 2017 A Bonds shall be paid by check or draft made payable and mailed to the Holder thereof at his address as it appears in the Bond Register at the close of business on the Record Date, or, if requested, in the case of a Registered Owner of $1,000,000 or more of the Series 2017 A Bonds, by wire transfer to a domestic bank account specified in writing at least 5 days prior to such interest payment date by such Registered Owner.

In the event any Series 2017 A Bond is redeemed in part, such bond shall be surrendered to and canceled by the Registrar, and the Issuer shall execute, and the Registrar shall authenticate and deliver to the Holder thereof, another Series 2017 A Bond in the principal amount of said Series 2017 A Bond then Outstanding.

Section 3.02. Execution of the Series 2017 A Bonds. The Series 2017 A Bonds shall be executed in the name of the Issuer by the Mayor, by his or her manual or facsimile signature, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the City Clerk by his or her manual or facsimile signature; provided, that all such signatures and the seal may be by facsimile. In case any one or more of the officers who shall have signed or sealed any of the Series 2017 A Bonds shall cease to be such officer of the Issuer before the Series 2017 A Bonds so signed and sealed have been actually sold and delivered, such Series 2017 A Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Series 2017 A Bonds had not ceased to hold such office. Any Series 2017 A Bonds may be signed and sealed on behalf of the City by such person as at the actual time of the execution of such Series 2017 A Bonds shall hold the proper office in the City, although at the date of such Series 2017 A Bonds such person may not have held such office or may not have been so authorized.

Section 3.03. Authentication and Registration. No Series 2017 A 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 Series 2017 A Bond, substantially in the form set forth in "EXHIBIT A – FORM OF SERIES 2017 A BONDS" attached hereto and incorporated herein by reference with respect to the Series 2017 A Bonds, shall have been duly manually executed by the Registrar. Any such manually executed Certificate of Authentication and Registration upon any such Series 2017 A Bond shall be conclusive evidence that such Series 2017 A Bond has been authenticated, registered and delivered under this Ordinance. The Certificate of Authentication and Registration on any

Series 2017 A Bond shall be deemed to have been executed by the Registrar if signed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Series 2017 A Bonds issued hereunder.

Section 3.04. Negotiability and Registration. Subject to the requirements for transfer set forth below, the Series 2017 A Bonds shall be, and have all of the qualities and incidents of, negotiable instruments under the Uniform Commercial Code of the State, and each successive Holder of the Series 2017 A Bonds, in accepting any of said Series 2017 A Bonds, shall be conclusively deemed to have agreed that such Series 2017 A Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State, and each successive Holder of the Series 2017 A Bonds shall further be conclusively deemed to have agreed that said Series 2017 A Bonds shall be incontestable in the hands of a bona fide holder for value.

So long as any of the Series 2017 A Bonds remains Outstanding, the Registrar shall keep and maintain books for the registration and transfer of the Series 2017 A Bonds. The Series 2017 A Bonds shall be transferable only by transfer of registration upon the Bond Register by the registered owner thereof in person or by his attorney or legal representative duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or such duly authorized attorney or legal representative. Upon transfer of a Series 2017 A Bond, there shall be issued at the option of the Holder of the Series 2017 A Bonds or the transferee another Series 2017 A Bond or Bonds of the aggregate principal amount equal to the unpaid amount of the transferred Series 2017 A Bond and of the same series, interest rate and maturity of said transferred Series 2017 A Bond.

Upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar and duly executed by the registered owner or his attorney or legal representative duly authorized in writing, Series 2017 A Bonds may at the option of the Holder thereof be exchanged for an equal aggregate principal amount of Series 2017 A Bonds, of the same maturity and interest rate, in any authorized denominations.

In all cases in which the privilege of transferring or exchanging a Series 2017 A Bond is exercised, Series 2017 A Bonds shall be delivered in accordance with the provisions of this Ordinance. All Series 2017 A Bonds surrendered in any such transfer or exchange shall forthwith be canceled by the Registrar. Transfers of Series 2017 A Bonds, the initial exchange of Bonds and exchanges of Bonds in the event of partial redemption of fully registered Bonds shall be made by the Registrar without charge to the Holder or the transferee thereof, except as provided below. For other exchanges of Series 2017 A Bonds, the Registrar may impose a service charge. For every such transfer or exchange of Series 2017 A Bonds, the Registrar may make a charge sufficient to reimburse its office for any tax or other governmental charge required to be paid with respect to such transfer or exchange, and such tax or governmental charge, and such service charge for exchange other than the initial exchange or in the event of partial redemption, shall be paid by the person requesting such transfer or exchange as a condition precedent to the exercise of the privilege of making such transfer or exchange. The Registrar shall not be obliged to make any such transfer or exchange of Series 2017 A Bonds that have been called for redemption.

Section 3.05. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 2017 A Bond shall become mutilated or be destroyed, stolen or lost, the Issuer may execute, in its discretion, and the Registrar shall authenticate, register and deliver any new Series 2017 A Bond of like series, maturity and principal amount as the Series 2017 A Bond, so mutilated, destroyed, stolen or lost, in exchange and upon surrender and cancellation of, such mutilated Series 2017 A Bond, or in lieu of and substitution for the Series 2017 A Bond destroyed, stolen or lost, and upon the Holder's furnishing the Issuer and the

Registrar proof of his ownership thereof and that said Series 2017 A Bond has been destroyed, stolen or lost and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer or the Registrar may prescribe and paying such expenses as the Issuer or the Registrar may incur. The name of the Bondholder listed in the Bond Register shall constitute proof of ownership. All Series 2017 A Bonds so surrendered shall be submitted to and canceled by the Registrar, and evidence of such cancellation shall be given to the Issuer. If such Series 2017 A Bond shall have matured or be about to mature, instead of issuing a substitute Series 2017 A Bond, the Issuer, by and through the Registrar, may pay the same, upon being indemnified as aforesaid, and, if such Series 2017 A Bond be lost, stolen or destroyed, without surrender therefor.

Any such duplicate Series 2017 A 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 Series 2017 A Bonds be at any time found by any one, and such duplicate Series 2017 A Bonds shall be entitled to equal and proportionate benefits and rights as to lien and source of and security for payment from the Revenues pledged herein with all other Bonds issued hereunder.

Section 3.06. Term Bonds. In the event Term Bonds are issued as part of the Series 2017 A Bonds pursuant to this Ordinance, the following provisions shall apply:

1. The amounts to be deposited, apportioned and set apart by the Issuer from the Revenue Fund and into the Series 2017 A Bonds Redemption Account in accordance with Section 4.03 shall include (after credit as provided below) on the first of each month, beginning on the first day of that month which is 12 months prior to the first mandatory redemption date of said Term Bonds, a sum equal to 1/12th of the amount (or, if the Series 2017 A Bonds mature semiannually rather than annually, that month which is 6 months prior to the first mandatory redemption date of said Term Bonds, a sum equal to 1/6th of the amount) required to redeem the principal amount of such Term Bonds which are to be redeemed as of the next ensuing mandatory Redemption Date, which amounts and dates, if any, with respect to a series of Bonds shall be set forth in the Supplemental Resolution relating thereto.

2. At its option, to be exercised on or before the 60th day next preceding any such mandatory Redemption Date, the Issuer may (a) deliver to the Registrar for cancellation such Term Bonds in any aggregate principal amount desired or (b) receive a credit in respect of its mandatory redemption obligation for any such Term Bonds which prior to said date have been redeemed (otherwise than pursuant to this section) and canceled by the Registrar and not theretofore applied as a credit against any such mandatory redemption obligation. Each Term Bond so delivered or previously redeemed shall be credited by the Registrar at 100% of the principal amount thereof against the obligation of the Issuer on such mandatory Redemption Date, and Term Bonds delivered in excess of such mandatory redemption obligation shall be credited against future mandatory redemption obligations in the order directed by the Issuer, and the principal amount of such Term Bonds to be redeemed pursuant to mandatory sinking fund redemption shall be accordingly reduced.

3. The Issuer shall on or before the 60th day next preceding each mandatory Redemption Date furnish the Registrar and the Bond Commission with its certificate indicating whether and to what extent the provisions of (a) and (b) of the preceding paragraph are to be utilized with respect to such mandatory redemption payment and stating, in the case of the credit provided for in (b) of the preceding paragraph, that such credit has not theretofore been applied against any mandatory redemption obligation.

4. After said 60th day but prior to the date on which the Registrar selects the Term Bonds to be redeemed, the Bond Commission may use the monies in the Series 2017 A Bonds Redemption Account to purchase Term Bonds at a price less than the par value thereof and accrued

interest thereon. The Bond Commission shall advise the Issuer and the Registrar of any Term Bonds so purchased, and they shall be credited by the Registrar at 100% of the principal amount thereof against the obligation of the Issuer on such mandatory Redemption Date, and any excess shall be credited against future mandatory redemption obligations in the order directed by the Issuer, and the principal amount of such Term Bonds to be redeemed pursuant to mandatory sinking fund redemption shall be accordingly reduced.

5. The Registrar shall call for redemption, in the manner provided herein, an aggregate principal amount of such Term Bonds, at the principal amount thereof plus interest accrued to the Redemption Date (interest to be paid from the Series 2017 A Bonds Sinking Fund), as will exhaust as nearly as practicable such Series 2017 A Bonds Redemption Account payment designated to be made in accordance with paragraph (A)(1) of this section. Such redemption shall be by random selection made on the 45th day preceding the mandatory Redemption Date, in such manner as may be determined by the Registrar. For purposes of this section, "Term Bonds" shall include any portion of a fully registered Term Bond, in integrals of $5,000.

Section 3.07. Notice of Redemption. Unless waived by any Holder of the Series 2017 A Bonds to be redeemed, official notice of any redemption shall be given by the Registrar on behalf of the Issuer by mailing a copy of an official redemption notice by registered or certified mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the applicable Bond Insurer and the registered owner of the Series 2017 A Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

So long as DTC (as CEDE & CO.) is the registered Owner of the Series 2017 A Bonds, the Registrar shall send all notices of redemption to DTC and shall verify that DTC has received notice. Copies of all redemption notices shall also be posted on EMMA.

All official notices of redemption shall be dated and shall state:

(1) The Redemption Date,

(2) The Redemption Price,

(3) If less than all Outstanding Series 2017 A Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Series 2017 A Bonds to be redeemed,

(4) That on the Redemption Date the Redemption Price and interest accrued will become due and payable upon each such Series 2017 A Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,

(5) The place where such Series 2017 A Bonds are to be surrendered for payment of the Redemption Price, which place of payment shall be the principal office of the Registrar, and

(6) Such other information, if any, as shall be required for DTC-Eligible Bonds.

If funds sufficient to redeem all Series 2017 A Bonds called for optional redemption have not been deposited with the Paying Agent at the time of mailing any notice of optional redemption, such notice shall also state that such optional redemption is conditioned on, and subject to, the deposit of such monies with the Paying Agent on or before the Redemption Date. If such monies are not so deposited,

the Registrar shall notify all holders of Series 2017 A Bonds called for redemption of such fact and no holder of any Series 2017 A Bonds shall have any claim of any type, of law or inequity, against the Issue.

Official notice of redemption having been given as aforesaid, the Series 2017 A Bonds, or portions of the Series 2017 A Bonds so to be redeemed, shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Series 2017 A Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Registrar at the Redemption Price. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal of such Bond. All Series 2017 A Bonds which have been redeemed shall be canceled and destroyed by the Bond Registrar and shall not be reissued.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of Series 2017 A Bonds, and failure to mail such notice shall not affect the validity of proceedings for the redemption of any portion of Bonds for which there was no such failure.

Section 3.08. Persons Treated as Owners. The Issuer, the Registrar and any agent of the Issuer or the Registrar may treat the person in whose name any Series 2017 A Bond is registered as the owner of such Series 2017 A Bond for the purpose of receiving payment of the principal of, and interest on, such Series 2017 A Bond and (except as provided in Section 6.18) for all other purposes, whether or not such Series 2017 A Bond is overdue.

Section 3.09. Temporary Bonds. Until Bonds of any series in definitive form are ready for delivery, the Issuer may execute and the Registrar shall authenticate, register, if applicable, and deliver, subject to the same provisions, limitations and conditions set forth in this Article III, one or more printed, lithographed or typewritten Bonds in temporary form, substantially in the form of the definitive Bonds of such series, with appropriate omissions, variations and insertions, and in authorized denominations. Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the lien and benefit created under this Ordinance. Upon the presentation and surrender of any Bond or Bonds in temporary form, the Issuer shall, without unreasonable delay, prepare, execute and deliver to the Registrar, and the Registrar shall authenticate, register, if applicable, and deliver, in exchange therefor, a Bond or Bonds in definitive form. Such exchange shall be made by the Registrar without making any charge therefor to the Holder of such Bond in temporary form.

Section 3.10. Series 2017 A Bonds. For the purposes of paying all or a portion of the costs of the Project, capitalizing interest on the Series 2017 A Bonds, paying the premium for a Municipal Bond Insurance Policy, funding the Series 2017 A Bonds Reserve Account with proceeds of the Series 2017 A Bonds or paying the premium for a Municipal Bond Debt Service Reserve Insurance Policy, in an amount equal to the Series 2017 A Bonds Debt Service Reserve Requirement and paying costs in connection with the issuance of the Series 2017 A Bonds, or any or all such purposes, there shall be issued the Series 2017 A Bonds of the Issuer, in an aggregate principal amount of not more than $50,000,000. Said Series 2017 A Bonds shall be designated "Combined Utility System Revenue Bonds, Series 2017 A" or such other designation as may be appropriate for the year and sequence of the issue, as may be set forth in the Supplemental Resolution, and shall be issued in fully registered form, in the denomination of $5,000 or any integral multiple thereof for any period of maturity, not exceeding the aggregate principal amount of Series 2017 A Bonds maturing in the period of maturity for which the denomination is to be specified. The Series 2017 A Bonds shall be numbered from AR-1 consecutively upward. The Series 2017 A Bonds shall be dated; shall be in such aggregate principal amount (not to

exceed $50,000,000); shall bear interest at such rate or rates, (not to exceed 8%), payable semiannually on such dates; shall mature on such dates (which may be annual or semi-annual) (not to exceed 40 years) and in such amounts; shall be subject to such mandatory and optional redemption provisions; and shall have such other terms, all as the Issuer shall prescribe herein and in the Supplemental Resolution.

Section 3.11. Book Entry System for Series 2017 A Bonds. A. The Series 2017 A Bonds shall each initially be issued in the form of one fully-registered bond for the aggregate principal amount of the Series 2017 A Bonds of each maturity, registered in the name of CEDE & CO., as nominee of DTC. Except as provided in Paragraph E below, all of the Series 2017 A Bonds shall be registered in the registration books kept by the Registrar in the name of CEDE & CO., as nominee of DTC; provided, that if DTC shall request that the Series 2017 A Bonds be registered in the name of a different nominee, the Registrar shall exchange all or any portion of the Series 2017 A Bonds registered in the name of such nominee or nominees. No person other than DTC or its nominee shall be entitled to receive from the Issuer or the Registrar either a Series 2017 A Bond or any other evidence of ownership of the Series 2017 A Bonds, or any right to receive any payment in respect thereof unless DTC or its nominee shall transfer record ownership of all or any portion of the Series 2017 A Bonds on the registration books maintained by the Registrar, in connection with discontinuing the book entry system as provided in Paragraph E below.

B. At or prior to settlement for the Series 2017 A Bonds, the Issuer and the Registrar shall execute or signify their approval of a representation letter addressed to DTC in a form satisfactory to DTC (the "Representation Letter"). Any successor Registrar shall, in its written acceptance of its duties under this Ordinance, agree to take any actions necessary from time to time to comply with the requirements of the Representation Letter.

C. So long as the Series 2017 A Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all payments of the principal or Redemption Price of or interest on such Series 2017 A Bonds shall be made to DTC or its nominee at the addresses set forth in the Representation Letter in next day funds on the dates provided for such payments to be made to any Bondholder under this Ordinance. Each such payment to DTC or its nominee shall be valid and effective to fully discharge all liability of the Issuer and the Registrar with respect to the principal or Redemption Price of, or interest on, the Series 2017 A Bonds to the extent of the sum or sums so paid. In the event of the redemption of less than all of the Series 2017 A Bonds Outstanding of any maturity, the Registrar shall not require surrender by DTC of the Series 2017 A Bonds so redeemed, but DTC may retain such Series 2017 A Bonds and make an appropriate notation on the Series 2017 A Bonds certificate as to the amount of such partial redemption; provided, that DTC shall deliver to the Registrar, upon request, a written confirmation of such partial redemption. The records maintained by the Registrar shall be conclusive as to the amount of the Series 2017 A Bonds of such maturity which have been redeemed.

D. The Issuer, the Paying Agent and the Registrar may treat DTC as the sole and exclusive owner of the Series 2017 A Bonds registered in its name or the name of its nominee for the purposes of payment of the principal or Redemption Price of or interest on the Series 2017 A Bonds, selecting the Series 2017 A Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Bondholders under this Ordinance, registering the transfer of Series 2017 A Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever; and neither the Issuer nor the Registrar shall be affected by any notice to the contrary. Neither the Issuer nor the Registrar shall have any responsibility or obligation to any direct or indirect participant in DTC, any person claiming a beneficial ownership interest in the Series 2017 A Bonds under or through DTC or any such participant, or any other person which is not shown on the registration books of the Registrar as being a Bondholder with respect to (i) the Series 2017 A Bonds, (ii) the accuracy of any records maintained by DTC or any such participant, (iii) the payment by DTC or any such participant

of any amount in respect of the principal or Redemption Price of or interest on the Series 2017 A Bonds, (iv) any notice which is permitted or required to be given to Bondholders under this Ordinance, (v) the selection by DTC or any such participant of any person to receive payment in the event of a partial redemption of the Series 2017 A Bonds, or (vi) any consent given or other action taken by DTC as Bondholder.

E. The book entry system for registration of the ownership of the Series 2017 A Bonds may be discontinued at any time if either: (i) DTC determines to resign as securities depository for the Series 2017 A Bonds; or (ii) the Issuer determines that continuation of the system of book entry transfers through DTC (or through a successor securities depository) is not in the best interest of the beneficial owners of the Series 2017 A Bonds. In either of such events (unless in the case described in clause (iii) above, the Issuer appoints a successor securities depository), the Series 2017 A Bonds shall be delivered in registered certificate form to such persons, and in such maturities and principal amounts, as may be designated by DTC, but without any liability on the part of the Issuer or the Registrar for the accuracy of such designation. Whenever DTC requests the Issuer and the Registrar to do so, the Issuer and the Registrar shall cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of certificates evidencing the Series 2017 A Bonds.

Section 3.12. Delivery of Series 2017 A Bonds. A. The Issuer shall execute and deliver the Series 2017 A Bonds to the Registrar, and the Registrar shall authenticate, register and deliver the Series 2017 A Bonds to the Original Purchaser upon receipt of the documents set forth below:

(1) If not registered in the name of DTC or its nominee, a list of the names in which the Series 2017 A Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Registrar may reasonably require;

(2) A request and authorization to the Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 2017 A Bonds to DTC for the benefit of the Original Purchaser;

(3) Copies certified by the City Clerk of this Ordinance and the Supplemental Resolution;

(4) The unqualified approving opinion upon the Series 2017 A Bonds by Bond Counsel; and

(5) Such other opinions, certificates and documents as shall be reasonably requested by the Original Purchaser.

Section 3.13. Form of Series 2017 A Bonds. The definitive Series 2017 A Bonds shall be in substantially the form set forth in "EXHIBIT A – FORM OF SERIES 2017 A BONDS" attached hereto and incorporated herein by reference, with such necessary and appropriate omissions, insertions and variations as are approved by those officers executing such Series 2017 A Bonds on behalf of the Issuer and execution thereof by such officers shall constitute conclusive evidence of such approval, and the definitive Series 2017 A Bonds shall have the form of the opinion of Steptoe & Johnson PLLC, as Bond Counsel, attached thereto or printed on the reverse thereof.

Section 3.14. Disposition of Proceeds of Series 2017 A Bonds. Upon the issuance and delivery of the Series 2017 A Bonds, the Issuer shall forthwith deposit the proceeds thereof as follows:

1. All interest accrued on the Series 2017 A Bonds from the date thereof to the date of delivery thereof, if any, shall be deposited in the Series 2017 A Bonds Sinking Fund and applied to payment of interest on the Series 2017 A Bonds at the first interest payment date.

2. If a Municipal Bond Insurance Policy has been obtained to secure the payment of the principal of, and interest on, the Series 2017 A Bonds, the premium for such Municipal Bond Insurance Policy shall be paid to the Bond Insurer.

3. An amount of the proceeds of the Series 2017 A Bonds equal to the amount, if any, set forth in the Supplemental Resolution shall be remitted to the Bond Commission for deposit in the Series 2017 A Bonds Reserve Account; provided, that to the extent the Series 2017 A Bonds Reserve Requirement is satisfied in whole or in part from a Municipal Bond Debt Serve Reserve Insurance Policy, proceeds of the Series 2017 A Bonds shall be (i) paid to the Bond Insurer, via wire transfer, in an amount equal to the premium for the Municipal Bond Debt Service Reserve Insurance Policy and (ii) deposited in the Series 2017 A Bonds Reserve Account only to the extent needed to satisfy the balance of the Series 2017 A Bonds Reserve Requirement.

4. The amount of Series 2017 A Bond proceeds which, together with other monies or securities deposited therein, shall be equal to the Costs of Issuance of the Series 2017 A Bonds shall be deposited with the Depository Bank in the Series 2017 A Bonds Costs of Issuance Fund and shall be drawn out, used and applied by the Issuer solely to pay costs of issuance of the Series 2017 A Bonds at the written direction of the Issuer. Monies not to be applied immediately to pay such costs of issuance may be invested in accordance with this Ordinance, subject however, to applicable yield restrictions as may be in effect under the Code. If for any reason such proceeds, or any part thereof, are not necessary for, or are not applied to such purpose within 120 days following the Closing Date for the Series 2017 A Bonds, such unapplied proceeds shall be transferred by the Issuer to the Series 2017 A Bonds Construction Fund established in Section 4.01 hereof and applied to Costs of the Project. All such proceeds shall constitute a trust fund for such purposes, and there hereby is created a lien upon such monies until so applied in favor of the Holders of the Series 2017 A Bonds from which such proceeds are derived.

5. The balance of Series 2017 A Bonds proceeds, if any, shall be deposited in the Series 2017 A Bonds Construction Fund and disbursed as provided in Section 3.15 hereof.

Section 3.15. Disbursements from the Series 2017 A Bonds Construction Fund. Disbursements from the Series 2017 A Bonds Construction Fund, except for payment of Costs of Issuance of the Series 2017 A Bonds in excess of the monies available in the Costs of Issuance Fund which shall be made upon request of the Issuer, shall be made only for design, acquisition, construction and equipping of the Project, including all necessary engineering and other professional services relating thereto. Pending such application, monies in the Series 2017 A Bonds Construction Fund, including any accounts therein, shall be invested and reinvested in Qualified Investments at the direction of the Board.

ARTICLE IV
COMBINED UTILITY SYSTEM REVENUES; FUNDS AND ACCOUNTS

Section 4.01. Establishment of Funds and Accounts with Depository Bank. Pursuant to this Article IV, the following special funds are created with (or continued if previously established by Prior Ordinances), and shall be held by, the Depository Bank, segregated from all other funds and accounts of the Depository Bank or the Issuer and from each other (except as set forth in this Section 4.01), and used solely for the purposes provided herein:

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

(2) Depreciation Fund (established by the Prior Ordinances);

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

(4) Series 2017 A Bonds Construction Fund; and

(5) Series 2017 A Bonds Cost of Issuance Fund.

Section 4.02. Establishment of Funds and Accounts with Bond Commission. The following special funds or accounts are hereby created (or continued if established by Prior Ordinances) with and shall be held by the Bond Commission, separate and apart from all other funds or accounts of the Bond Commission or the Issuer and from each other:

(1) Series 1992 Bonds Sinking Fund (established by Prior Ordinances);

(2) Series 1992 Bonds Reserve Account established by Prior Ordinances);

(3) Series 1995 Bonds Sinking Fund (established by Prior Ordinances);

(4) Series 1995 Bonds Reserve Account established by Prior Ordinances);

(5) Series 2000 A Bonds Sinking Fund (established by Prior Ordinances);

(6) Series 2000 A Bonds Reserve Account established by Prior Ordinances);

(7) Series 2000 B Bonds Sinking Fund (established by Prior Ordinances);

(8) Series 2000 B Bonds Reserve Account established by Prior Ordinances);

(9) Series 2001 A Bonds Sinking Fund (established by Prior Ordinances);

(10) Series 2001 A Bonds Reserve Account established by Prior Ordinances);

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

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

(13) Series 2007 A Bonds Sinking Fund (established by Prior Ordinances);

(14) Series 2007 A Bonds Reserve Account established by Prior Ordinances);

(15) Series 2010 A Bonds Sinking Fund (established by Prior Ordinances);

(16) Series 2010 A Bonds Reserve Account (established by Prior Ordinances);

(17) Series 2010 C Bonds Sinking Fund (established by Prior Ordinances);

(18) Series 2010 C Bonds Reserve Account (established by Prior Ordinances);

(19) Series 2010 D Bonds Sinking Fund (established by Prior Ordinances);

(20) Series 2010 D Bonds Reserve Account (established by Prior Ordinances);

(21) Series 2010 E Bonds Sinking Fund (established by Prior Ordinances);

(22) Series 2010 E Bonds Reserve Account (established by Prior Ordinances);

(23) Series 2010 F Bonds Sinking Fund (established by Prior Ordinances);

(24) Series 2010 F Bonds Reserve Account (established by Prior Ordinances);

(25) Series 2012 A Bonds Sinking Fund (established by Prior Ordinances);

(26) Series 2012 A Bonds Reserve Account (established by Prior Ordinances);

(27) Series 2012 C Bonds Sinking Fund (established by Prior Ordinances);

(28) Series 2012 C Bonds Reserve Account (established by Prior Ordinances);

(29) Series 2013 A Bonds Sinking Fund (established by Prior Ordinances);

(30) Series 2013 A Bonds Reserve Account (established by Prior Ordinances);

(31) Series 2014 B Bonds Sinking Fund (established by Prior Ordinances);

(32) Series 2014 B Bonds Reserve Account (established by Prior Ordinances);

(33) Series 2015 A Bonds Sinking Fund (established by Prior Ordinances);

(34) Series 2015 A Bonds Reserve Account (established by Prior Ordinances);

(35) Series 2015 B Bonds Sinking Fund (established by Prior Ordinances);

(36) Series 2015 B Bonds Reserve Account (established by Prior Ordinances);

(37) Series 2015 C Bonds Sinking Fund (established by Prior Ordinances);

(38) Series 2015 C Bonds Reserve Account (established by Prior Ordinances);

(39) Series 2015 D Bonds Sinking Fund (established by Prior Ordinances);

(40) Series 2015 D Bonds Reserve Account (established by Prior Ordinances);

(41) Series 2015 E Bonds Sinking Fund (established by Prior Ordinances);

(42) Series 2015 E Bonds Reserve Account (established by Prior Ordinances);

(43) Series 2016 A Bonds Sinking Fund (established by Prior Ordinances);

(44) Series 2016 A Bonds Reserve Account (established by Prior Ordinances);

(45) Series 2016 B-1 Bonds Sinking Fund (established by Prior Ordinances);

(46) Series 2016 B-1 Bonds Reserve Account (established Prior Ordinances);

(47) Series 2017 A Bonds Sinking Fund;

(48) Series 2017 A Bonds Reserve Account;

(49) Series 2017 B Bonds Sinking Fund (established by the Series 2017 B Ordinance and provided the Series 2017 B Bonds are issued); and

(50) Series 2017 B Bonds Reserve Account (established by the Series 2017 B Ordinance and provided the Series 2017 B Bonds are issued).

Section 4.03. Combined Utility System Revenues and Application Thereof. So long as any of the Series 2017 A Bonds shall be Outstanding and unpaid, the Issuer covenants as follows:

A. The entire Gross Revenues derived from the operation of the Combined Utility System and all parts thereof shall be deposited by the Issuer in the Revenue Fund. The Revenue Fund shall be held by the Board and kept separate and distinct from all other funds of the Issuer, the Board and the Depository Bank and used only for the purposes and in the manner herein provided. All Revenues at any time remaining on deposit in the Revenue Fund shall be disposed of only in the following manner and order of priority:

(1) The Issuer shall first, from the monies in the Revenue Fund, on the first day of each month, simultaneously remit to the Bond Commission (i) the amounts required by the Prior Ordinances to for payment of interest on the Series 1995 Bonds, Series 2001 A Bonds, Series 2006 A Bonds, Series 2007 A Bonds, Series 2010 A Bonds, Series 2010 C Bonds, Series 2010 D Bonds, Series 2010 E Bonds, Series 2010 F Bonds, Series 2012 A Bonds, Series 2012 C Bonds, Series 2014 B Bonds, Series 2015 A Bonds, Series 2016 A Bonds and Series 2016 B-1 Bonds; (ii) beginning on the first day of that month which is 6 months prior to the first interest payment date on the Series 2017 A Bonds, apportion and set apart out of the Revenue Fund and deposit in the Series 2017 A Bonds Sinking Fund, a sum equal to 1/6th of the amount of interest which will become due on said Series 2017 A Bonds on the next ensuing semiannual interest payment date; provided, that in the event the period to elapse between the date of such initial deposit in the Series 2017 A Bonds Sinking Fund and the next ensuing semiannual interest payment date is less than or greater than 6 months, then such monthly payments shall be increased or decreased proportionately to provide, 1 month prior to the next ensuing semiannual interest payment date, the required amount of interest coming due on such date, and provided further, that the initial amount required to be transferred from the Revenue Fund and deposited in the Series 2017 A Bonds Sinking Fund shall be reduced by the amount of accrued interest on the Series 2017 A Bonds deposited therein and subsequent amounts required to be transferred from the Revenue Fund and deposited in the Series 2017 A Bonds Sinking Fund shall be reduced by the amount of any earnings credited to the Series 2017 A Bonds Sinking Fund; and (iii) if the Series 2017 B Bonds are issued, the amount required by the Series 2017 B Ordinance to pay the interest, if any, on the Series 2017 B Bonds.

(2) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and, simultaneously remit to the Bond Commission (i) the amounts required by the Prior Ordinances to be deposited in the respective Sinking Funds for the Prior Bonds for the payment of principal of the Prior Bonds; (ii) for deposit in the Series 2017 A Bonds Sinking Fund (and in the Series 2017 A Bonds Redemption Account therein in the case of Term Bonds which are to be redeemed) on the first day of each month, beginning on the first day of that month which is 12 months prior to the first principal payment or mandatory Redemption Date of the Series 2017 A Bonds, a sum equal to 1/12th of the amount

(or 1/6th of the amount if the Series 2017 A Bonds mature semiannually rather than annually) of principal which will mature or be redeemed and become due on the Series 2017 A Bonds on the next ensuing principal payment or mandatory Redemption Date; provided, that in the event the period to elapse between the date of such initial deposit in the Series 2017 A Bonds Sinking Fund and the next ensuing principal payment or mandatory Redemption Date is less than or greater than 12 months (or 6 months if the Series 2017 A Bonds mature semiannually rather than annually), then such monthly payments shall be increased or decreased proportionately to provide, one month prior to the next ensuing principal payment date or mandatory Redemption Date, the required amount of principal coming due on such date, and provided further, that the amount of such deposits shall be reduced by the amount of any earnings credited to the Series 2017 A Bonds Sinking Fund and not previously credited pursuant to the preceding paragraph; and (iii) if the Series 2017 B Bonds are issued, the amount required by the Series 2017 B Ordinance to repay the principal of the Series 2017 B Bonds.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and, simultaneously remit to the Bond Commission (i) the amounts required by the Prior Ordinances to be deposited in the respective Reserve Accounts for the Prior Bonds; (ii) commencing 13 months prior to the first date of payment of principal of the Series 2017 A Bonds or upon completion of construction of the Project, whichever is earlier, if not fully funded upon issuance of the Series 2017 A Bonds, for deposit in the Series 2017 A Bonds Reserve Account, an amount equal to 1/120th of the Series 2017 A Bonds Reserve Requirement; provided, that no further payments shall be made into the Series 2017 A Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2017 A Bonds Reserve Requirement; provided further, that if the amounts in the Series 2017 A Bonds Reserve Account, as a result of a decrease in value of the Series 2017 A Bonds Reserve Account below the Series 2017 A Bonds Reserve Account Requirement or any withdrawal from the Series 2017 A Bonds Reserve Account, the Issuer shall apply such monies for deposit into the Series 2017 A Bonds Reserve Account, beginning with the first full calendar month following the date on which (a) the valuation of investments in the Series 2017 A Bonds Reserve Account results in a determination that the amount of monies and the value of the Qualified Investments deposited to the credit of the Series 2017 A Bonds Reserve Account is less than the Series 2017 A Bonds Reserve Account Requirement, or (b) any amount is withdrawn from the Series 2017 A Bonds Reserve Account for deposit into the Series 2017 A Bonds Sinking Fund. To the extent Net Revenues and any other legally available funds are available therefor, the amount so deposited shall be used to restore the amount of monies on deposit in the Series 2017 A Bonds Reserve Account to an amount equal to the Series 2017 A Bond Reserve Account Requirement to the full extent that such Net Revenues are available; provided, however, that if the shortfall in the Series 2017 A Bonds Reserve Account is due to a decrease in the value of investments therein, such shortfall shall be replenished by not less than 4 equal monthly payments, and if such shortfall is due to a withdrawal from the Series 2017 A Bonds Reserve Account, such shortfall shall be replenished by not less than 12 equal monthly payments, and provided further, that no payments shall be required to be made into the Series 2017 A Bonds Reserve Account whenever and as long as the amount deposited therein shall be equal to the Series 2017 A Bond Reserve Account Requirement; and (iii) if the Series 2017 B Bonds are issued, the amount required by the Series 2017 B Ordinance to be deposited in the Series 2017 B Bonds Reserve Account.

Amounts deposited in, or pledged to, the Series 2017 A Bonds Reserve Account shall be used only for the purpose of making payments of principal of and interest on the Series 2017 A Bonds when due, when amounts in the Series 2017 A Bonds Sinking Fund are insufficient therefor, and for no other purpose.

(4) The Issuer shall next, each month, transfer from the Revenue Fund an amount sufficient to pay current Operating Expenses of the Combined Utility System.

(5) The Issuer shall next, on the first day of each month, transfer from the monies remaining in the Revenue Fund and remit to the Depository Bank for deposit in the Renewal and Replacement Fund (as previously set forth in the Prior Ordinances and not in addition thereto), a sum equal to 2.5% 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. Subject to the restrictions contained in the Prior Ordinances and the Series 2017 B Ordinance so long as the Prior Bonds and the Series 2017 B Bonds, respectively, are outstanding, withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, repairs, or improvements or extensions to the Combined Utility System; provided, that any deficiency in any Reserve Account, except to the extent such deficiency exists because the required payments into such account have not, as of the date of determination of a deficiency, funded such Reserve Account to the maximum extent required hereof, shall be promptly eliminated with monies from the Renewal and Replacement Fund.

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

B. The Bond Commission is hereby designated as the fiscal agent for the administration of the Series 2017 A Bonds Sinking Fund created hereunder, and all amounts required for said Sinking Fund shall be remitted to the Bond Commission from said Revenue Fund and from the proceeds of the sale of the Series 2017 A Bonds, if any, by the Issuer at the times and as otherwise provided herein. All remittances made by the Issuer to the Bond Commission shall clearly identify the fund or account into which each amount is to be deposited.

C. The monies on deposit in the Revenue Fund and the Renewal and Replacement Fund in excess of the sum insured by the FDIC shall at all times be secured, to the full extent thereof in excess of such insured sum, by Government Obligations or by other Qualified Investments as shall be eligible as security for deposits of municipal funds under the laws of the State.

D. Principal, interest or reserve payments, whether for a deficiency or otherwise, shall be made on a parity and pro rata, with respect to the Prior Bonds, the Series 2017 A Bonds, the Series 2017 B Bonds (if issued) and any hereinafter issued Additional Parity Bonds all in accordance with the respective principal amounts then Outstanding.

ARTICLE V
INVESTMENTS; NON-ARBITRAGE; REBATES OF EXCESS INVESTMENT EARNINGS

Section 5.01. Investments. The Issuer, through the Board, shall invest and reinvest, and shall instruct the Bond Commission and the Depository Bank to invest and reinvest, any monies held as a part of the funds and accounts created by this Ordinance in Qualified Investments to the fullest extent possible under applicable laws, this Ordinance, the need for such monies for the purposes set forth herein and the specific restrictions and provisions set forth in this section.

Except as provided below, any investment shall be held in and at all times deemed a part of the fund or account in which such monies were originally held, and the interest accruing thereon and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account. The Issuer shall, though the Board, sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any fund or account is insufficient to make the payments required from such fund or account, regardless of the loss on such liquidation. The Issuer, through the Board, may make any and all investments permitted by this section through the bond department of the Depository Bank. The Depository Bank shall not be responsible for any losses from such investments, other than for its own negligence or willful misconduct.

The following specific provisions shall apply with respect to any investments made under this section (unless otherwise required by the Bond Insurer and as set forth in the Supplemental Resolution):

(A) Qualified Investments acquired for the Series 2017 A Bonds Reserve Account shall mature or be subject to retirement at the option of the holder within not more than 5 years from the date of such investment.

(B) The Issuer, through the Board, shall, or shall cause the Bond Commission to, annually transfer from the Series 2017 A Bonds Reserve Account to the Series 2017 A Bonds Sinking Fund any earnings on the monies deposited therein and any other funds in excess of the Series 2017 A Bonds Reserve Requirement; provided, however, that there shall at all times remain on deposit in the Series 2017 A Bonds Reserve Account an amount at least equal to the Series 2017 A Bonds Reserve Requirement.

(C) In computing the amount in any fund or account, Qualified Investments shall be valued at the lower of the cost or the market price, exclusive of accrued interest. Valuation of all funds and accounts shall occur annually, except in the event of a withdrawal from the Series 2017 A Bonds Reserve Account, whereupon it shall be valued immediately after such withdrawal. If no longer funded with a Municipal Bond Debt Service Reserve Insurance Policy equal to the Series 2017 A Bonds Reserve Requirement and the amounts on deposit in the Series 2017 A Bonds Reserve Account shall, at any time, be less than the applicable Series 2017 A Bonds Reserve Requirement, the applicable Bond Insurer shall be notified immediately of such deficiency, and such deficiency shall be made up from the first available Gross Revenues after required deposits to the respective sinking funds for the Prior Bonds and the Series 2017 A Bonds Sinking Fund and otherwise in accordance with Section 4.03(3).

(E) All amounts representing accrued and capitalized interest, if any, shall be held by the Bond Commission, pledged solely to the payment of interest on the Series 2017 A Bonds, as appropriate, and invested only in Government Obligations maturing at such times and in such amounts as are necessary to match the interest payments to which they are pledged.

(F) Notwithstanding the foregoing, all monies deposited in the Series 2017 A Bonds Sinking Fund may be invested by the Bond Commission in the West Virginia "consolidated fund" managed by the West Virginia Investment Management Board pursuant to Chapter 12, Article 6 of the Code of West Virginia, 1931, as amended.

Section 5.02. Continuing Disclosure Agreement. The Issuer shall deliver a continuing disclosure agreement or certificate in form acceptable to the Original Purchaser sufficient to ensure compliance with SEC Rule 15c2-12, as it may be amended from time to time, and the Issuer hereby instructs the Mayor to take all actions necessary for the Issuer to comply with the continuing disclosure agreement.

Section 5.03. Arbitrage. The Issuer covenants that (i) it will restrict the use of the proceeds of the Series 2017 A Bonds in such manner and to such extent as may be necessary, so that such Series 2017 A Bonds will not constitute "arbitrage bonds" under Section 148 of the Code and Regulations prescribed thereunder, and (ii) it will take all actions that may be required of it (including, without implied limitation, the timely filing of a Federal information return with respect to such Series 2017 A Bonds) so that the interest on the Series 2017 A Bonds will be and remain excluded from gross income for Federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

Section 5.04. Tax Certificate, Rebates, and Rebate Fund. The Issuer shall deliver a certificate of arbitrage, a tax certificate or other similar certificate (the "Tax Certificate") to be prepared by nationally recognized bond counsel or tax counsel relating to payment of arbitrage rebate and other tax matters as a condition to issuance of the Series 2017 A Bonds. In addition, the Issuer covenants to comply with all Regulations from time to time in effect and applicable to the Series 2017 A Bonds as may be necessary in order to fully comply with Section 148(f) of the Code, and covenants to take such actions, and refrain from taking such actions, as may be necessary to fully comply with such Section 148(f) of the Code and such Regulations, regardless of whether such actions may be contrary to any of the provisions of this Ordinance.

The Issuer shall calculate, annually, the rebatable arbitrage, determined in accordance with Section 148(f) of the Code. Upon completion of each such annual calculation, the Issuer or the Board shall deposit, or cause to be deposited, in the Rebate Fund such sums as are necessary to cause the aggregate amount on deposit in the Rebate Fund to equal the sum determined to be subject to rebate to the United States, which, notwithstanding anything herein to the contrary, shall be paid from investment earnings on the underlying fund or account established hereunder and on which such rebatable arbitrage was earned or from other lawfully available sources. Notwithstanding anything herein to the contrary, the Rebate Fund shall be held free and clear of any lien or pledge hereunder and used only for payment of rebatable arbitrage to the United States. The Issuer shall pay, or cause to be paid, to the United States, from the Rebate Fund, the rebatable arbitrage in accordance with Section 148(f) of the Code and such Regulations. In the event that there are any amounts remaining in the Rebate Fund following all such payments required by the preceding sentence, the Depository Bank shall pay said amounts to the Issuer to be used for any lawful purpose of the Combined Utility System. The Issuer shall remit payments to the United States in the time and at the address prescribed by the Regulations as the same may be time to time in effect with such reports and statements as may be prescribed by such Regulations. In the event that, for any reason, amounts in the Rebate Fund are insufficient to make the payments to the United States which are required, the Issuer shall assure that such payments are made by the Issuer to the United States, on a timely basis, from any funds lawfully available therefore. The Issuer at its expense may provide for the employment of independent attorneys, accountants or consultants compensated on such reasonable basis as the Issuer may deem appropriate in order to assure compliance with this Section 5.04. The Issuer shall keep and retain, or cause to be kept and retained, records of the determinations made pursuant to this Section 5.04 in accordance with the requirements of Section 148(f) of the Code and such Regulations. In the event the Issuer fails to make such rebates as required, the Issuer shall pay any and all penalties and other amounts, from lawfully available sources, and obtain a waiver from the Internal Revenue Service, if necessary, in order to maintain the exclusion of interest on the Series 2017 A Bonds from gross income for federal income tax purposes.

ARTICLE VI
ADDITIONAL COVENANTS OF THE ISSUER

Section 6.01. Covenants Binding and Irrevocable. All the covenants, agreements and provisions of this Ordinance shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the Series 2017 A Bonds, as prescribed by Article VII. In addition to the other covenants, agreements and provisions of this Ordinance, the Issuer hereby covenants and agrees with the Holders of the Series 2017 A Bonds, as hereinafter provided in this Article VI. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of the Series 2017 A Bonds or the interest thereon, are Outstanding and unpaid.

Section 6.02. The Series 2017 A Bonds not to be Indebtedness of the Issuer. The Series 2017 A Bonds shall not be or constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter limitation of indebtedness but shall be payable solely from the Gross Revenues of the Combined Utility System, the monies in the Series 2017 A Bonds Sinking Fund and all accounts therein, the unexpended proceeds of the Series 2017 A Bonds or monies in the Series 2017 A Bonds Construction Fund, if any, all as herein provided. No Holder or Holders of any Series 2017 A Bonds issued hereunder shall ever have the right to compel the exercise of the taxing power of the Issuer to pay said Series 2017 A Bonds or the interest thereon.

Section 6.03. Series 2017 A Bonds Secured by Pledge of Gross Revenues and Monies in Series 2017 A Bonds Sinking Fund. The payment of the debt service of all of the Series 2017 A Bonds issued hereunder shall be secured forthwith equally and ratably by a first lien on the Gross Revenues derived from the operation of the Combined Utility System on a parity with one another and with the lien on the Gross Revenues in favor of the Holders of the Prior Bonds, the Series 2017 B Bonds (if issued) and hereinafter issued Additional Parity Bonds, and with respect to the Series 2017 A Bonds, all monies and securities in the Series 2017 A Bonds Sinking Fund, including the Series 2017 A Bonds Reserve Account therein, to the extent necessary to make the payments required under Section 4.03. The Gross Revenues derived from the Combined Utility System, in an amount sufficient to pay the principal of and interest on the Prior Bonds, the Series 2017 A Bonds herein authorized, the Series 2017 B Bonds (if issued) and any hereinafter issued Additional Parity Bonds, and to make the payments into the Series 2017 A Bonds Sinking Fund, including the Series 2017 A Bonds Reserve Account therein, are pledged *pari passu* by the Issuer.

Section 6.04. Rates. Equitable rates or charges for the use of and service rendered by the Combined Utility System have been established all in the manner and form required by law. Copies of such rates and charges so established may be obtained from the Board by all interested parties. The schedule of rates and charges shall at all times be adequate to produce Gross Revenues from the Combined Utility System sufficient to pay Operating Expenses and to make the prescribed payments into the funds created or continued hereunder. Such schedule of rates and charges shall be changed and readjusted whenever necessary so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant, with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Issuer hereby covenants and agrees that the schedule of rates or charges from time to time in effect shall be sufficient, together with other revenues of the Combined Utility System (i) to provide for all Operating Expenses of the Combined Utility System, and (ii) to leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest on the Series 2017 A Bonds and all other obligations secured by a lien on or payable from such Gross Revenues on a parity with the Series 2017 A Bonds, including the Prior Bonds, the Series 2017 B Bonds (if issued) and any hereinafter issued Additional Parity Bonds.

The Issuer hereby covenants to commence enactment of such ordinance or ordinances as shall be required to increase the rates and charges for the services and facilities of the Combined Utility

System within 120 days following a determination of an Independent Certified Public Accountant that less than the above-required coverage exists or in the event that the annual audit report shows less than the above-required coverage, such increase to provide rates and charges sufficient to produce such required coverage.

The Issuer expressly reserves the right to reduce the rates for the Combined Utility System, whether approved or in effect as of the date of issuance of the Series 2017 A Bonds, in the event that, based on a certificate of an Independent Certified Public Accountant, after any such decrease in rates, the Issuer will meet the requirements of this Section 6.04 and is not in default under any other provision of any ordinance authorizing any bonds or other indebtedness secured by the Gross Revenues of the Combined Utility System.

Section 6.05. Completion of Project; Operation and Maintenance of the Combined Utility System. The Issuer will complete the Project as promptly as possible. The Issuer will maintain the Combined Utility 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 Combined Utility System in the manner provided in this Ordinance.

The Issuer either has, or will, obtain all permits required by state and federal laws for the acquisition, construction and equipping of the Project.

Section 6.06. Sale of the Combined Utility System. So long as the Prior Bonds and the Series 2017 B Bonds are Outstanding, the Issuer shall not sell, mortgage, lease or otherwise dispose of the Combined Utility System, except as provided by the Prior Ordinances and the Series 2017 B Ordinance, respectively. Additionally, so long as the Series 2017 A Bonds are Outstanding, the Combined Utility System may be sold, mortgaged, leased or otherwise disposed of only as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to defease the pledge created by this Ordinance as provided by Section 9.01. The proceeds from such sale, mortgage, lease or other disposition of the Combined Utility System shall be immediately remitted to the Bond Commission for deposit in the Series 2017 A Bonds Sinking Fund, and otherwise as prescribed by Section 9.01. Any balance remaining after such defeasance shall be remitted to the Issuer by the Bond Commission unless necessary for the payment of other obligations of the Issuer payable out of the Revenues of the Combined Utility System.

The foregoing provision notwithstanding, the Board shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the Combined Utility System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor is not in excess of $1,000,000, the Board shall, in writing, determine that such property comprising a part of the Combined Utility System is no longer necessary, useful or profitable in the operation thereof, and the Board may then provide for the sale of such property. The proceeds of any such sale shall be used for any lawful purpose of the Combined Utility System. If the amount to be received from such sale, lease or other disposition of said property shall be in excess of $1,000,000 but not in excess of $5,000,000, the Board shall first obtain the written approval of the Consulting Engineers that such property comprising a part of the Combined Utility System is no longer necessary, useful or profitable in the operation thereof, and the Board may then, if it be so advised, by resolution duly adopted, approve and concur in such finding and authorize such sale, lease or other disposition of such property in accordance with the laws of the State. The proceeds derived from any such sale, lease or other disposition of such property, in excess of $1,000,000 and not in excess of $5,000,000, shall be deposited by the Issuer into the Renewal and Replacement Fund. Such payments of

such proceeds into the Renewal and Replacement Fund shall not reduce the amounts required to be paid into said funds by other provisions of this Ordinance.

No sale, lease or other disposition of the properties of the Combined Utility System shall be made by the Issuer if the proceeds to be derived therefrom shall be in excess of $5,000,000 and insufficient to defease the pledge created by this Ordinance, as provided by Section 9.01, without the prior approval and consent in writing of (i) any applicable Bond Insurer, or (ii) if the Series 2017 A Bonds are not insured, the Holders, or their duly authorized representatives, of 60% in an amount of Series 2017 A Bonds then Outstanding. The Issuer shall prepare the form of such approval and consent for execution by the Bond Insurer or the then Holders of the Series 2017 A Bonds for the disposition of the proceeds from the sale, lease or other disposition of such properties of the Combined Utility System.

Section 6.07. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. The Issuer shall not issue any other obligations whatsoever, except Additional Parity Bonds provided for in Section 6.08 hereof, payable from the Gross Revenues of the Combined Utility System which rank prior to, or equally, as to lien on and source of and security for payment from the Gross Revenues with the Series 2017 A Bonds, the Prior Bonds and the Series 2017 B Bonds (if issued); and all obligations hereafter issued by the Issuer payable from the Gross Revenues of the Combined Utility System, except such Additional Parity Bonds, shall contain an express statement that such obligations are junior and subordinate as to lien on and source of and security for payment from such Gross Revenues and in all other respects to the Series 2017 A Bonds.

The Issuer shall not create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or any other charge having priority over or, except with respect to such Additional Parity Bonds, being on a parity with the lien of the Series 2017 A Bonds, upon any of the income and revenues of the Combined Utility System pledged for payment of the principal of, and interest on the Series 2017 A Bonds in this Ordinance or upon the Combined Utility System or any part thereof.

Section 6.08. Additional Parity Bonds. So long as the Prior Bonds and the Series 2017 B Bonds are outstanding the limitations on the issuance of parity obligations set forth in the Prior Ordinances and the Series 2017 B Ordinance, respectively, authorizing such bonds shall be applicable. In addition, no Additional Parity Bonds, as in this section defined, payable out of the Gross Revenues of the Combined Utility System shall be issued after the issuance of the Series 2017 A Bonds pursuant to this Ordinance, except under the conditions and in the manner herein provided.

No such Additional Parity Bonds shall be issued except for the purpose of financing the costs of design, acquisition, construction and/or equipping of additions, betterments and/or improvements for the Combined Utility System, refunding all or a portion of one or more series of the Series 2017 A Bonds, the Prior Bonds and/or the Series 2017 B Bonds (if issued), refunding all or a portion of any series of Additional Parity Bonds hereinafter issued, paying claims which may exist against the revenues or facilities of the Combined Utility System, or all of such purposes.

No such Additional Parity Bonds shall be issued at any time, however, unless and until there has been procured a written statement by an Independent Certified Public Accountant reciting the conclusion that the Net Revenues actually derived, subject to the adjustments hereinafter provided for, from the Combined Utility System during any 12 consecutive months within the 18 months immediately preceding the date of the actual issuance of such Additional Parity Bonds, plus the estimated average increased annual Net Revenues to be received in each of the 3 succeeding years after the date of issuance of such Additional Parity Bonds, shall be not less than 115% of the Maximum Annual Debt Service on the following:

(1) The Series 2017 A Bonds then Outstanding;

(2) The Prior Bonds and Series 2017 B Bonds (if issued) then Outstanding;

(3) Any Additional Parity Bonds theretofore issued pursuant to the provisions contained in this Bond Legislation then Outstanding; and

(4) The Additional Parity Bonds then proposed to be issued.

The "estimated average increased annual Net Revenues to be received in each of the 3 succeeding years," as that term is used in the computation provided in the above paragraph, shall refer only to the increased Net Revenues estimated to be derived from the improvements to be financed by such Additional Parity Bonds and any increase in rates enacted by the Issuer, the time for appeal of which shall have expired (without successful appeal) prior to the issuance of such Additional Parity Bonds.

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

The term "Additional Parity Bonds," as used in this section, shall be deemed to mean evidence of indebtedness, specifically including, but not limited to, bonds and notes issued under the provisions and within the limitations of the Act and this section, payable from the Gross Revenues of the Combined Utility System on a parity with the Series 2017 A Bonds, the Series 2017 B Bonds (if issued) and the Prior Bonds, and all the covenants and other provisions of this Ordinance (except as to details of such Additional Parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the Holders of the Series 2017 A Bonds, the Series 2017 B Bonds (if issued) and the Prior Bonds and the Holders of any Additional Parity Bonds theretofore or subsequently issued from time to time within the limitations of and in compliance with this section. All Bonds, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the Gross Revenues of the Combined Utility System, and their source of and security for payment from said Gross Revenues, without preference of any Bond over any other. The Issuer shall comply fully with all the increased payments into the various funds and accounts created in this Ordinance required for and on account of such Additional Parity Bonds, in addition to the payments required for Bonds theretofore issued pursuant to this Ordinance.

The term "Additional Parity Bonds," as used in this section, shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien on the Gross Revenues of the Combined Utility System of which is subject to the prior and superior lien of the Series 2017 A Bonds, the Series 2017 B Bonds (if issued), the Prior Bonds and any theretofore issued Additional Parity Bonds on such Gross Revenues. The Issuer shall not issue any obligations whatsoever payable from the Revenues of the Combined Utility System, or any part thereof, which rank prior to or equally, as to lien and source of and security for payment from such Revenues with the Series 2017 A Bonds except in the manner and under the conditions provided in this section.

No Additional Parity Bonds, as in this section defined, shall be issued at any time, however, unless all of the payments into the respective funds and accounts provided for in this Ordinance on account of the Series 2017 A Bonds then Outstanding (excluding the Renewal and Replacement Fund), and any other payments provided for in this Ordinance, shall have been made in full as required to the

date of delivery of the Additional Parity Bonds and the Issuer shall then be in full compliance with all the covenants, agreements and terms in this Ordinance and every ordinance supplemental thereto, or shall have fully corrected any delinquency or deficiency with respect to such payments and compliance.

Section 6.09. Insurance and Bonds. The Issuer hereby covenants and agrees, that so long as the Series 2017 A Bonds remain Outstanding, the Issuer or the Board will, as an Operating Expense of the Combined Utility System, procure, carry and maintain insurance and bonds and workers' compensation coverage with a reputable insurance carrier or carriers or bonding company or companies rated at least "A" by Standard & Poor's Corporation covering the following risks and in the following amounts:

A. FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the Combined Utility System in an amount equal to the greater of the fair appraised value or the original cost thereof. In the event of any damage to or destruction of any portion of the Combined Utility System, the Board will promptly arrange for the application of the insurance proceeds for the repair or reconstruction of such damages or destroyed portion. The Board will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk insurance to protect the interests of the Board and the Issuer during construction of the Project in the full insurable value thereof.

B. PUBLIC LIABILITY INSURANCE, with limits of not less than is customarily carried by public utilities of equivalent size with respect to works and properties similar to the Combined Utility System to protect the Issuer and the Board from claims for bodily injury and/or death and from claims for damage to property of others which may arise from the ownership, management, operation and maintenance of the Combined Utility System, and insurance with the same limits to protect the Issuer and the Board from claims arising out of operation or ownership of motor vehicles of or for the Combined Utility System; provided, that the Board, with the review of an independent insurance consultant and the concurrence of the Issuer, may elect to self-insure.

C. WORKERS' COMPENSATION COVERAGE FOR ALL EMPLOYEES OF OR FOR THE COMBINED UTILITY SYSTEM ELIGIBLE THEREFOR; AND PERFORMANCE AND PAYMENT OR COMPLETION BONDS, such bonds to be in the amounts of not less than 100% of the amount of any construction contract and to be required of each contractor dealing directly with the Board and such bonds will be filed with the Clerk of the County Commission of Monongalia County prior to commencement of acquisition, construction and/or equipping of any additions, extensions or improvements for the Combined Utility System in compliance with West Virginia Code, Section 38-2-39.

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

E. BUSINESS INTERRUPTION INSURANCE, to the extent available at reasonable cost to the Issuer.

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

The Issuer and/or the Board shall require all contractors engaged in the construction of the Project to furnish a performance bond and a payment bond, each in an amount equal to 100% of the

contract price of the portion of the Project covered by the particular contract as security for the faithful performance of such contract.

The Issuer and/or the Board shall also require all contractors engaged in the construction of the Project to carry such workers' compensation coverage for all employees working on the Project and public liability insurance, vehicular liability insurance and property damage insurance in amounts adequate for such purposes and as is customarily carried with respect to works and properties similar to the Project.

If the Issuer or the Board determines in good faith that any required insurance is not commercially available at a reasonable cost with reasonable terms, it shall engage an insurance consultant to verify the determination and to make recommendations regarding the types, amounts and provisions of any such insurance that should be purchased or funded by the Issuer or the Board for the Combined Utility System, taking into consideration the costs and practices of other municipal utility systems of similar size and to the extent that such information is available. The Issuer and/or the Board may, upon resolution adopted in good faith and upon the recommendations of the insurance consultant, adopt alternate or supplemental risk management programs which the Issuer or the Board determines to be reasonable, including the right to self-insure and participate in captive insurance companies.

Section 6.10. Services Rendered to the Board or Issuer. The Board will not render or cause to be rendered any free services of any nature by its Combined Utility System; and, in the event the Board, the Issuer or any department, agency, instrumentality, officer or employee thereof shall avail himself of any or all of the facilities or services provided by the Combined Utility 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 Board, the Issuer and any such department, agency, instrumentality, officer or employee. Such charges shall be paid as they accrue, and the Board or 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 Combined Utility System and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the Combined Utility System.

Section 6.11. Enforcement of Collections. The Issuer shall, through the Board, diligently enforce and collect all fees, rentals or other charges for the services and facilities of the Combined Utility System, and take all steps, actions and proceedings for the enforcement and collection of such fees, rentals or other charges which shall become delinquent to the full extent permitted or authorized by the Act, the rules and regulations of the Public Service Commission of West Virginia and other laws of the State of West Virginia.

Section 6.12. No Competing Franchise. To the extent legally allowable, neither the Issuer nor the Board will 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 Combined Utility System.

Section 6.13. Books and Records. The Board will keep books and records of the Combined Utility System, which shall be separate and apart from all other books, records and accounts of the Board or the Issuer, in which complete and correct entries shall be made of all transactions relating to the Combined Utility System. Any Holder of a Series 2017 A Bond shall have the right at all reasonable times to inspect the Combined Utility System, and all parts thereof, and all records, accounts and data of the Board relating thereto.

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

The Issuer or the Board shall, at least once a year, cause the books, records and accounts of the Combined Utility System to be completely audited by an Independent Certified Public Accountant.

Section 6.14. Operating Budget. The Board shall annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by resolution a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the Combined Utility System during the succeeding Fiscal Year.

Section 6.15. Mandatory Connections. The mandatory use of the sanitary sewerage portion of the Combined Utility System is essential and necessary for the protection and preservation of the public health, comfort, safety, convenience and welfare of the inhabitants and residents of, and the economy of, the Issuer, and in order to assure the rendering harmless of sewage and waterborne waste matter produced or arising within the territory served by the sanitary sewerage portion of the Combined Utility System. Accordingly, every owner, tenant or occupant of any house, dwelling or building located near the sanitary sewerage portion of the Combined Utility 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 sanitary sewerage portion of the Combined Utility System.

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

Section 6.16. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2017 A Bonds, a statutory mortgage lien upon the Combined Utility System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding, shall take effect immediately upon the issuance of the Series 2017 A Bonds and shall be on a parity with all series of the Series 2017 A Bonds and with the statutory mortgage lien in favor of the Holders of the Prior Bonds and the Series 2017 B Bonds (if issued).

Section 6.17. Tax Covenants. The Issuer hereby further covenants and agrees as follows:

A. PRIVATE BUSINESS USE LIMITATION. The Issuer shall assure that (i) not in excess of 10% of the Net Proceeds of the Series 2017 A Bonds are used for Private Business Use if, in addition, the payment of more than 10% of the principal or 10% of the interest due on such Series 2017 A Bonds during the term thereof is, under the terms of such Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for a Private Business Use; and (ii) in the event that both (A) in excess of 5% of the Net Proceeds of the Series 2017 A Bonds are used for a Private Business Use, and (B) an amount in excess of 5% of the principal or

5% of the interest due on the Series 2017 A Bonds during the terms thereof is, under the terms of such Series 2017 A Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said 5% of Net Proceeds of the Series 2017 A Bonds used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the Combined Utility System, or if the Series 2017 A Bonds are for the purpose of financing more than one project, a portion of the Combined Utility System, and shall not exceed the proceeds used for the governmental use of that portion of the Combined Utility System to which such Private Business Use is related. All of the foregoing shall be determined as provided for in the Code.

B. PRIVATE LOAN LIMITATION. The Issuer shall assure that not in excess of the lesser of 5% of the Net Proceeds of the Series 2017 A Bonds or $5,000,000 are used, directly or indirectly, to make or finance a loan to persons other than state or local government units.

C. FEDERAL GUARANTEE PROHIBITION. The Issuer shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Series 2017 A Bonds to be directly or indirectly "federally guaranteed" within the meaning of Section 149(b) of the Code and Regulations promulgated thereunder.

D. INFORMATION RETURN. The Issuer will file all statements, instruments and returns necessary to assure the tax-exempt status of the Series 2017 A Bonds and the interest thereon, including without limitation, the information return required under Section 149(e) of the Code.

E. FURTHER ACTIONS. The Issuer will take all actions that may be required of it so that the interest on the Series 2017 A Bonds will be and remain excludable from gross income for federal income tax purposes, and will not take any actions which would adversely affect such exclusion. Without limiting the generality of the foregoing, the Issuer agrees to comply with the provisions of the Tax Certificate, which are hereby incorporated herein. This covenant shall survive payment in full or defeasance of the Series 2017 A Bonds.

Section 6.18. Covenants Regarding the Municipal Bond Insurance Policy. The Issuer may obtain a Municipal Bond Insurance Policy for all, or certain maturities, of the Series 2017 A Bonds. In the event such Municipal Bond Insurance Policy is obtained, certain additional covenants of the Issuer will be required by the Bond Insurer as a condition to insuring the Series 2017 A Bonds. These additional covenants shall be set forth in full in the Supplemental Resolution, shall apply to the Series 2017 A Bonds and any other Bonds which may be insured by such Bond Insurer, and shall be controlling in the event any other provisions of this Ordinance or Supplemental Resolution may be in conflict therewith.

Section 6.19. Covenants Regarding the Municipal Bond Debt Service Reserve Insurance Policy. The Issuer intends to obtain a Municipal Bond Debt Service Reserve Insurance Policy to fund the Series 2017 A Bonds Debt Service Reserve Account in an amount equal to the Series 2017 A Bonds Reserve Requirement. In the event such Municipal Bond Debt Service Reserve Insurance Policy is obtained, certain additional covenants of the Issuer will be required by the Bond Insurer as a condition to providing the Municipal Bond Debt Service Reserve Insurance Policy. These additional covenants shall be set forth in full in the Supplemental Resolution, shall apply to the Series 2017 A Bonds, and shall be controlling in the event any other provisions of this Ordinance or Supplemental Resolution may be in conflict therewith.

Section 6.20. Continuing Disclosure Agreement. The Issuer shall deliver a Continuing Disclosure Agreement, Dissemination Agent Agreement or Continuing Disclosure Certificate in form acceptable to the Original Purchaser, the form of which shall be approved by the Supplemental Resolution, sufficient to ensure compliance with Rule 15c2-12, as it may be amended from time to time, and the Mayor is authorized and directed to execute and deliver such Continuing Disclosure Agreement on behalf of the Issuer, with such changes as the Mayor shall approve, such approval to be conclusively evidenced by the execution of the Continuing Disclosure Agreement by the Mayor. The Mayor and Clerk are further authorized to take all actions necessary for the Issuer to comply with the Continuing Disclosure Agreement.

Section 6.21 Preliminary Official Statement; Official Statement. The distribution of the Preliminary Official Statement with respect to the Series 2017 A Bonds shall be and the same is hereby approved. The Preliminary Official Statement shall be in such form as may be approved by the Supplemental Resolution. The Mayor is hereby authorized and directed to execute and deliver a final official statement on behalf of the Issuer, which shall be in substantially the form of the Preliminary Official Statement with such changes, insertions and omissions as may be required to reflect the terms of the sale of the Series 2017 A Bonds and as the Mayor may approve (the "Official Statement"). The execution of the Official Statement by the Mayor shall be conclusive evidence of such approval. Copies of the Official Statement are hereby authorized to be prepared and furnished to the Original Purchaser for distribution.

Section 6.22. Bond Purchase Agreement. The Series 2017 A Bonds shall be sold to the Original Purchaser pursuant to the terms and conditions of the Bond Purchase Agreement. If not so authorized by previous ordinance, the Mayor is specifically authorized and directed to execute the said Bond Purchase Agreement in such form as may be approved by the Supplemental Resolution, and the Clerk is directed to affix the seal of the Issuer, attest the same and deliver the said Bond Purchase Agreement to the Original Purchaser.

ARTICLE VII
DEFAULTS AND REMEDIES

Section 7.01. Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Series 2017 A Bonds:

(A) If default occurs in the due and punctual payment of the principal of or interest on any Series 2017 A Bond; or

(B) If default occurs in the Issuer's observance of any of the covenants, agreements or conditions on its part in this Ordinance or Supplemental Resolution or in the Series 2017 A Bonds contained, and such default shall have continued for a period of 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Issuer by any Bondholder or any Bond Insurer; or

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

(D) If the Series 2017 B Bonds are issued, default occurs with respect to the Series 2017 B Bonds or the Series 2017 B Ordinance; or

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

Section 7.02. Enforcement. Upon the happening and continuance of any Event of Default, any Bondholder (with the prior written consent of the applicable Bond Insurer) or any Bond Insurer may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his rights and, in particular:

(A) Bring suit for any unpaid principal or interest then due;

(B) By mandamus or other appropriate proceeding enforce all rights of the Bondholders, including the right to require the Issuer to perform its duties under the Act and this Ordinance;

(C) Bring suit upon the Series 2017 A Bonds, as applicable;

(D) By action at law or bill in equity require the Issuer to account as if it were the trustee of an express trust for the Bondholders; and

(E) By action or bill in equity enjoin any acts in violation of this Ordinance or the rights of the Bondholders.

No remedy by the terms of this Ordinance conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Bondholders hereunder or now or hereafter existing at law or by statute, all pro rata, with respect to the Prior Bonds, the Series 2017 B Bonds (if issued) and the Series 2017 A Bonds, in accordance with the respective principal amounts then Outstanding.

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or Event of Default hereunder by the Bondholders shall be made without the prior written consent of the applicable Bond Insurer or shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereto.

Section 7.03. Appointment of Receiver. If there be any Event of Default existing and continuing, any Bondholder or any Bond Insurer 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 Combined Utility System on behalf of the Issuer, with power to charge rates, rentals, fees and other charges sufficient to provide for the payment of the principal of and interest on the Series 2017 A Bonds and the Prior Bonds, the deposits into the funds and accounts hereby established as herein provided and the payment of Operating Expenses of the Combined Utility System and to apply such rates, rentals, fees, charges or other revenues in conformity with the provisions of this Ordinance and the Act.

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

Whenever all that is due upon the Series 2017 A Bonds issued pursuant to this Ordinance and interest thereon and under any covenants of this Ordinance for reserve, sinking or other funds and

accounts and upon any other obligations and interest thereon having a charge, lien or encumbrance upon the Gross Revenues of the Combined Utility System shall have been paid and made good, and all defaults under the provisions of this Ordinance and any Supplemental Resolution shall have been cured and made good, and all monies due hereunder or under any Supplemental Resolution have been paid in full, possession of the Combined Utility System shall be surrendered to the Issuer upon the entry of an order of the court to that effect. Upon any subsequent default, any Bondholder shall have the same right to secure the further appointment of a receiver upon any such subsequent default.

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

Any receiver appointed as provided herein shall hold and operate the Combined Utility System in the name of the Issuer and for the joint protection and benefit of the Issuer and the Holders of the Series 2017 A Bonds issued pursuant to this Ordinance. Such receiver shall have no power to sell, assign, mortgage or otherwise dispose of any assets of any kind or character belonging or pertaining to the Combined Utility System, but the authority of such receiver shall be limited to the possession, operation and maintenance of the Combined Utility System, for the sole purpose of the protection of both the Issuer and the Holders of the Series 2017 A Bonds, and the curing and making good of any default under the provisions of this Ordinance, and the title to and ownership of said Combined Utility System shall remain in the Issuer, and no court shall have any jurisdiction to enter any order or decree permitting or requiring such receiver to sell, mortgage or otherwise dispose of any assets of the Combined Utility System.

Notwithstanding any other provision of this Ordinance, in determining whether the rights of the Holders of the Series 2017 A Bonds will be adversely affected by any action taken pursuant to the terms and provisions of this Ordinance, any trustee or Bondholder's committee representing the Holders of the Series 2017 A Bonds shall consider the effect on the Holders of the Series 2017 A Bonds as if no Municipal Bond Insurance Policy were then in effect.

Section 7.04. Restoration of Issuer and Holders of the Series 2017 A Bonds. In case any Holder of the Series 2017 A Bonds shall have proceeded to enforce any right under this Ordinance by the appointment of a receiver, by entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer and such Holder of the Series 2017 A Bonds shall be restored to their former positions and rights hereunder, and all rights and remedies of such Holder of the Series 2017 A Bonds shall continue as if no such proceedings had been taken.

ARTICLE VIII
REGISTRAR AND PAYING AGENT

Section 8.01. Appointment of Registrar. The Registrar for the Series 2017 A Bonds shall be appointed pursuant to the Supplemental Resolution. The Issuer is hereby authorized and directed to enter into an agreement with the Registrar, the substantial form of which agreement is to be approved by Supplemental Resolution.

Section 8.02. Responsibilities of Registrar. The recitals of fact in the Series 2017 A Bonds shall be taken as statements of the Issuer, and the Registrar shall not be responsible for their

accuracy. The Registrar shall not be deemed to make any representation as to, and shall not incur any liability on account of, the validity of the execution of any Series 2017 A Bonds by the Issuer. Notwithstanding the foregoing, the Registrar shall be responsible for any representation in its Certificate of Authentication on the Series 2017 A Bonds. The Registrar and any successor thereto shall agree to perform all the duties and responsibilities spelled out in this Ordinance and any other duties and responsibilities incident thereto, all as provided by said agreement described in Section 8.01.

Section 8.03. Evidence on Which Registrar May Act. Except as otherwise provided by Section 10.02, the Registrar shall be protected in acting upon any notice, resolution, request, consent, order, certificate, opinion or other document believed by it to be genuine and to have been signed or presented by the proper party or parties. Whenever the Registrar shall deem it necessary or desirable that a fact or matter be proved or established prior to taking or suffering any action, such fact or matter, unless other evidence is specifically prescribed, may be deemed to be conclusively proved and established by a certificate of an Authorized Officer of the Issuer, but in its discretion the Registrar may instead accept other evidence of such fact or matter.

Section 8.04. Compensation and Expenses. The Issuer shall pay to the Registrar from time to time reasonable compensation for all services, including the transfer of registration of Series 2017 A Bonds, the first exchange of Series 2017 A Bonds and the exchange of Series 2017 A Bonds in the event of partial redemption, incurred in the performance of its duties hereunder.

Section 8.05. Certain Permitted Acts. The Registrar may become the owner of or may deal in Series 2017 A Bonds as fully and with the same rights it would have if it were not Registrar. To the extent permitted by law, the Registrar may act as depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondholders or effect or aid in any reorganization growing out of the enforcement of the Series 2017 A Bonds, or this Ordinance, whether or not any such committee shall represent the Holders of a majority in principal amount of the Series 2017 A Bonds Outstanding.

Section 8.06. Resignation of Registrar. The Registrar may at any time resign and be discharged of its duties and obligations under this Ordinance by giving not less than sixty (60) days' written notice to the Issuer and publishing in an Authorized Newspaper notice (or mailing such notice to each Bondholder in the event all Bonds are fully registered), specifying the date when such resignation shall take effect, within twenty (20) days after the giving of such written notice. A copy of such notice shall also be mailed to each owner of a fully registered Bond or a coupon Bond registered as to principal (other than to bearer). Such resignation shall take effect upon the day specified in such notice unless a successor shall have been previously appointed by the Issuer or bondholders, in which event such resignation shall take effect immediately; provided, that in no event shall such resignation take effect until a successor has been appointed and has accepted its duties as Registrar.

Section 8.07. Removal. The Registrar may be removed at any time by the Issuer, the applicable Bond Insurer or by the Holders of a majority in principal amount of the Series 2017 A Bonds then Outstanding by an instrument or concurrent instruments in writing signed and duly acknowledged by the Issuer, the applicable Bond Insurer or by such Bondholders or their attorneys duly authorized in writing and delivered to the Issuer, as the case may be. Copies of each such instrument shall be delivered by the Issuer to the Registrar. Such removal shall take effect upon the date stated in such instrument; provided, that in no event shall such removal take effect until a successor has been appointed and has accepted its duties as Registrar.

Section 8.08. Appointment of Successor. In case at any time the Registrar shall resign or shall be removed or shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or if a

receiver, liquidator or conservator of the Registrar or of its property shall be appointed, or if any public officer or court shall take charge or control of the Registrar or of its property or affairs, a successor may be appointed by the Holders of a majority in principal amount of the Series 2017 A Bonds then Outstanding by an instrument or concurrent instruments in writing signed by such Bondholders or their attorneys duly authorized in writing and delivered to the Issuer and such successor Registrar, notification thereof being given to the predecessor Registrar. Pending such appointment, the Issuer shall forthwith appoint a Registrar to fill such vacancy until a successor Registrar shall be appointed by such Bondholders. The Issuer shall publish in an Authorized Newspaper (or mail to each Bondholder in the event all Bonds are fully registered) notice of any such appointment within twenty (20) days after the effective date of such appointment. A copy of such notice shall also be mailed to each owner of a fully registered Bond or a coupon Bond registered as to principal (other than to bearer). Any successor Registrar appointed by the Issuer shall, immediately and without further act, be superseded by a Registrar appointed by such Bondholders. If in a proper case no appointment of a successor Registrar shall be made within forty-five (45) days after the Registrar shall have given to the Issuer written notice of resignation or after the occurrence of any other event requiring such appointment, the Registrar or any Bondholder may apply to any court of competent jurisdiction to appoint a successor. Any Registrar appointed under the provisions of this section shall be a bank, trust company or national banking association authorized to perform the duties imposed upon it by this Ordinance.

Section 8.09. Transfer of Rights and Property to Successor. Any predecessor Registrar or Paying Agent shall pay over, assign and deliver any monies, books and records held by it to its successor.

Section 8.10. Merger or Consolidation. Any company into which the Registrar may be merged or converted, or with which it may be consolidated, or any company resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which the Registrar or any public officer or court may sell or transfer all or substantially all of its corporate trust business, shall be the successor to such Registrar without the execution or filing of any paper or the performance of any further act; provided, however, that such company shall be a bank, trust company or national banking association meeting the requirements set forth in Section 8.08.

Section 8.11. Adoption of Authentication. In case any of the Series 2017 A Bonds shall have been authenticated but not delivered, any successor Registrar may adopt a Certificate of Authentication and Registration executed by any predecessor Registrar and deliver such Bonds so authenticated, and, in case any Bonds shall have been prepared but not authenticated, any successor Registrar may authenticate such Bonds in the name of the predecessor Registrar or in its own name.

Section 8.12. Paying Agent. The West Virginia Municipal Bond Commission shall initially serve as Paying Agent as required by the Act. Any alternate Paying Agent must be a bank, trust company or national banking association authorized to perform the duties imposed upon it by this Ordinance. Such alternate Paying Agent shall signify its acceptance of the duties and obligations imposed upon it pursuant hereto by executing and delivering to the Issuer a written acceptance thereof. Any successor Paying Agent shall take such actions as may be necessary to ensure that the Series 2017 A Bonds shall be and remain DTC-Eligible.

Each Paying Agent shall be entitled to payment and reimbursement for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by such Paying Agent in connection with such services solely from monies available therefor.

Any bank, trust company or national banking association with or into which any Paying Agent may be merged or consolidated, or to which the assets and business of such Paying Agent may be

sold, shall be deemed the successor of such Paying Agent for the purposes of this Ordinance. If the position of Paying Agent shall become vacant for any reason, the Issuer shall, within thirty (30) days thereafter, appoint a bank, trust company or national banking association located in the same city as such Paying Agent to fill such vacancy; provided, however, that, if the Issuer shall fail to appoint such Paying Agent within said period, the Bond Commission, a court of competent jurisdiction or a majority of the Bondholders may make such appointment.

The Paying Agents shall enjoy the same protective provisions in the performance of their duties hereunder as are specified in this Article VIII with respect to the Registrar, insofar as such provisions may be applicable.

Notice of the appointment of successor or additional Paying Agents or fiscal agents shall be given in the same manner as provided by Section 8.08 hereof with respect to the appointment of a successor Registrar.

All monies received by the Paying Agents shall, until used or applied as provided in this Ordinance, be held in trust for the purposes for which they were received.

ARTICLE IX
DEFEASANCE; DISCHARGE OF PLEDGE OF ORDINANCE

Section 9.01. Defeasance; Discharge of Pledge of Ordinance. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the respective Holders of all Series 2017 A Bonds the principal of and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Ordinance, and all other monies due hereunder have been paid, then this Ordinance and the pledges of the Gross Revenues and other monies and securities pledged hereunder, and all covenants, agreements and other obligations of the Issuer on behalf of the Holders of the Series 2017 A Bonds made hereunder, as applicable, shall thereupon cease, terminate and become void and be discharged and satisfied.

Series 2017 A Bonds for the payment of which either monies in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide monies which, together with the monies, if any, deposited with the Paying Agent at the same or earlier time, shall be sufficient, to pay as and when due the respective principal of and interest on such Series 2017 A Bonds shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section. All Series 2017 A Bonds shall, prior to the maturity thereof, be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section if there shall have been deposited with the Bond Commission or an escrow trustee either monies in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide monies which, together with the monies, if any, deposited with the Bond Commission or said escrow trustee at the same or earlier time shall be sufficient, to pay when due the principal of, any redemption premium on and interest due and to become due on said Series 2017 A Bonds on and prior to the maturity date thereof, or if the Issuer irrevocably determines to redeem any of said Series 2017 A Bonds prior to the maturity thereof, on and prior to said Redemption Date. Neither securities nor monies deposited with the Bond Commission or an escrow trustee pursuant to this section nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on said Series 2017 A Bonds; provided, that any cash received from such principal, redemption premium, if any, and interest payments on such securities deposited with the Bond Commission or said escrow trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities maturing at times and in amounts sufficient to pay when due the

principal of and redemption premium, if any, and interest to become due on said Series 2017 A Bonds on and prior to such maturity or Redemption Dates thereof, and interest earned from such reinvestments shall be paid over to the Issuer as received by the Bond Commission or said escrow trustee, free and clear of any trust, lien or pledge.

ARTICLE X
MISCELLANEOUS

Section 10.01. Amendment of Ordinance. Prior to issuance of the Series 2017 A Bonds, this Ordinance may be amended, modified or supplemented in any way by the Supplemental Resolution. All provisions required by the Bond Insurer, if any, shall be set forth in the Supplemental Resolution and to the extent they constitute an amendment or modification of this Ordinance, shall be controlling. Following issuance of the Series 2017 A Bonds, this Ordinance and any Supplemental Resolution may, without the consent of any Holder of the Series 2017 A Bonds or other person, be amended, modified or supplemented in any manner which, in the written opinion of Bond Counsel, does not materially adversely affect the interests of the Holder of the Series 2017 A Bonds or any Bond Insurer; provided, that in the event any of the Series 2017 A Bonds are insured, no such amendment or modification which affects the rights of the applicable Bond Insurer for such Series 2017 A Bonds may be made without the written consent of such Bond Insurer. Otherwise, no materially adverse amendment or modification to this Ordinance, or of any Supplemental Resolution, may be made (i) without the written consent of the Holders of 60% in aggregate principal amount of the Series 2017 A Bonds then Outstanding and affected thereby; or (ii) the Bond Insurer. No such modification or amendment shall extend the maturity of or reduce the interest rate on, or otherwise alter the terms of payment of the principal of or interest on, any Series 2017 A Bond without the express written consent of the Holder of such Series 2017 A Bond, nor reduce the percentage of Series 2017 A Bonds required for consent to any such modification or amendment.

Section 10.02. Evidence of Signatures of Bondholders and Ownership of Bonds. Any request, consent, revocation of consent or other instrument which this Ordinance may require or permit to be signed and executed by Bondholders may be in one or more instruments of similar tenor, and shall be signed or executed by such Bondholders in person or by their attorneys duly authorized in writing. Proof of the execution of any such instrument, or of an instrument appointing or authorizing any such attorney, shall be sufficient for any purpose of this Ordinance if made in the following manner, or in any other manner satisfactory to the Issuer or the Registrar, as the case may be, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

A. The fact and date of the execution by any Bondholder or his attorney of any such instrument may be proved (i) by the certificate of a notary public or other officer authorized to take acknowledgments of deeds to be recorded in the jurisdiction in which he purports to act that the person signing such instrument acknowledged to him the execution thereof, or by the affidavit of a witness of such execution, duly sworn to before such a notary public or other officer or (ii) by the certificate, which need not be acknowledged or verified, of an officer of a bank, a trust company or a financial firm or corporation satisfactory to the Issuer or the Registrar, as the case may be, that the person signing such instrument acknowledged to such bank, trust company, firm or corporation the execution thereof.

B. The authority of a person or persons to execute any such instrument on behalf of a corporate Bondholder may be established without further proof if such instrument is signed by a person purporting to be the president or treasurer or a vice-president or an assistant treasurer of such corporation with a corporate seal affixed, and is attested by a person purporting to be its secretary or assistant secretary.

C. The amount of fully registered Series 2017 A Bonds held by a person executing any instrument as a Bondholder, the date of his holding such Series 2017 A Bonds and the numbers and other identification thereof, shall be confirmed by the Bond Register.

Any request, consent or other instrument executed by the Holder of any Bond shall bind all future Holders and owners of such Bond in respect of anything done or suffered to be done hereunder by the Issuer or the Registrar in accordance therewith.

Section 10.03. Preservation and Inspection of Documents. To the extent allowable under law, all reports, certificates, statements and other documents received by the Registrar under the provisions of this Ordinance shall be retained in its possession and shall be available at all reasonable times for the inspection of the Issuer or any Bondholder, and their agents and their representatives, but any such reports, certificates, statements or other documents may, at the election of the Registrar, be destroyed or otherwise disposed of at any time after such date as the pledge created by this Ordinance shall be discharged as provided in Section 9.01.

Section 10.04. Cancellation of Bonds. All Series 2017 A Bonds purchased or paid shall, if surrendered to the Issuer, be canceled and delivered to the Registrar, or, if surrendered to the Registrar, be canceled by it. No such Bonds shall be deemed Outstanding under this Ordinance and no Series 2017 A Bonds shall be issued in lieu thereof. All such Bonds shall be canceled and upon order of the Issuer shall be destroyed, and a certificate evidencing such destruction shall be delivered to the Issuer.

Section 10.05. Failure to Present Bonds. Anything in this Ordinance to the contrary notwithstanding, any monies held by the Bond Commission or a Paying Agent in trust for the payment and discharge of any of the Series 2017 A Bonds which remain unclaimed for two years after the date on which such Bonds have become due and payable, whether by maturity or upon call for redemption, shall at the written request of the Issuer be paid by the Bond Commission or said Paying Agent to the Issuer as its absolute property and free from trust, and the Bond Commission or said Paying Agent shall thereupon be released and discharged with respect thereto, and the Holders of such Bonds shall look only to the Issuer for the payment of such Bonds; provided, however, that, before making any such payment to the Issuer, the Registrar, if so advised by the Bond Commission, or said Paying Agent shall send to the Holder, at the address listed on the Bond Register, by certified mail, a notice that such monies remain unclaimed and that, after a date named in said notice, which date shall be not less than 30 days after the date of such notice is mailed, the balance of such monies then unclaimed will be returned to the Issuer.

Section 10.06. Notices, Demands and Requests. Unless otherwise expressly provided, all notices, demands and requests to be given or made hereunder to or by the Issuer, the Registrar, the Depository Bank, the Original Purchaser or the Bond Insurer shall be in writing and shall be properly made if sent by United States mail, postage prepaid, and addressed as follows or if hand-delivered to the individual to whom such notice, demand or request is required to be directed as indicated below:

ISSUER

The City of Morgantown
389 Spruce Street
Morgantown, West Virginia 26505
Attention: City Manager

With copy to:

Morgantown Utility Board
278 Greenbag Road

Morgantown, WV 26501
Attention: General Manager

REGISTRAR
[Name(s) and address(s) to be set forth in Supplemental Resolution]

PAYING AGENT
West Virginia Municipal Bond Commission
900 Pennsylvania Avenue
Suite 1117
Charleston, West Virginia 25302
Attn: Executive Director

DEPOSITORY BANK
[Name(s) and address(s) to be set forth in Supplemental Resolution]

ORIGINAL PURCHASER
[Name(s) and address(s) to be set forth in Supplemental Resolution]

BOND INSURER
[Name(s) and address(es) to be set forth in the Supplemental Resolution]

Any party listed above may change such address listed for it at any time upon written notice of change sent by United States mail, postage prepaid, to the other parties.

Section 10.07. No Personal Liability. No member of the Council, the Board or officer or employee of the Issuer shall be individually or personally liable for the payment of the principal of or the interest on any of the Series 2017 A Bonds, but nothing herein contained shall relieve any such member, official or employee from the performance of any official duty provided by law or this Ordinance.

Section 10.08. Law Applicable. The laws of the State shall govern the construction of this Ordinance and of all Series 2017 A Bonds issued hereunder.

Section 10.09. Parties Interested Herein. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or give to, any person or corporation, other than the Issuer, the Registrar, the Paying Agent, the Holders of the Series 2017 A Bonds, the applicable Bond Insurer, if any, and the Original Purchaser, any right, remedy or claim under or by reason of this Ordinance. All the covenants, stipulations, promises and agreements contained in this Ordinance by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Registrar, the Paying Agent, the Holders of the Series 2017 A Bonds, the Bond Insurer and the Original Purchaser.

Section 10.10. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, such invalidity shall not affect any of the remaining provisions of this Ordinance.

Section 10.11. Table of Contents and Headlines. The Table of Contents and headings of the articles, sections and subsections hereof are for convenience only and shall neither control nor affect in any way the meaning or construction of any of the provisions hereof.

Section 10.12. Conflicting Provisions Repealed. All ordinances, orders, resolutions or parts thereof in conflict with the provisions of this Ordinance, are, to the extent of such conflict, hereby repealed.

Section 10.13. Procedure on Enactment of Ordinance; Public Hearing. Upon adoption of this Ordinance, the Clerk is hereby authorized and directed to have an abstract of this Ordinance, which abstract has been determined by the Council of the Issuer to contain sufficient information to give notice of the contents of such Ordinance, published once each week for 2 successive weeks, with not less than six full days between each publication, the first such publication to be not less than 10 days before the date stated below for the public hearing, in the *Dominion Post*, a newspaper published and having a general circulation in The City of Morgantown, together with a notice to all persons concerned, stating that this Ordinance has been adopted and that the Issuer contemplates the issuance of the Series 2017 A Bonds described in this Ordinance and that any person interested may appear before the Council at the public hearing to be had at a public meeting of Council on the ___ day of January, 2017, at 7:00 p.m., in the Council Chambers of the City Hall, Morgantown and present protests, and that a certified copy of this Ordinance is on file with the Clerk for review by interested parties during the office hours of the Clerk. At such hearing all protests and suggestions shall be heard by the Council and it shall then take such action as it shall deem proper in the premises.

[*Remainder of Page Intentionally Left Blank*]

Section 10.14. Effective Date. This Ordinance shall become effective following public hearing hereon in accordance with the Act.

First Reading:	December ___, 2016
Second Reading:	December/January ___, 2016/2017
Effective following Public Hearing held on:	January ___, 2017

THE CITY OF MORGANTOWN

_____
Mayor

[SEAL]

ATTEST:

_____
City Clerk

CERTIFICATION

Certified a true, correct and complete copy of an Ordinance duly enacted by the City Council of THE CITY OF MORGANTOWN at a regular meeting of the City Council held on January ___, 2017, pursuant to proper notice, at which meeting a quorum was present and acting throughout, and which Ordinance was enacted following a public hearing thereon, notice of which public hearing was published once a week for two successive weeks in a newspaper having a general circulation in The City of Morgantown, the first publication having been not less than 10 days prior to such public hearing.

Dated this ____ day of _____, 2017.

[SEAL]

_____
City Clerk

EXHIBIT A – FORM OF SERIES 2017 A BONDS

[DTC Legend]

No. AR-_____

$_____

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
THE CITY OF MORGANTOWN (WEST VIRGINIA)
COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2017 A

INTEREST RATE:	MATURITY DATE:	BOND DATE:	CUSIP:
_____%	_____	_____	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF MORGANTOWN (West Virginia), a political subdivision and municipal corporation organized and existing under the laws of the State of West Virginia (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Issuer shall default in the payment of interest on any Interest Payment Date, then this Series 2017 A Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Series 2017 A Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on _____ 1 and _____ 1, in each year, beginning _____ 1, 20__ (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Series 2017 A Bond is called for prior redemption and payment on such date is provided for. Capitalized terms used and not defined herein shall have the meanings ascribed thereto in the hereinafter-described Ordinance.

Interest accruing on this Series 2017 A Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by the West Virginia Municipal Bond Commission, Charleston, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each _____ 15 and _____ 15) or, in the event of a

default in the payment of Series 2017 A Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the Issuer maintained by _____, _____, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least $1,000,000 in aggregate principal amount of Series 2017 A Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Series 2017 A Bond for payment at the office of the Paying Agent, in Charleston, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of $_____ designated "The City of Morgantown Combined Utility System Revenue Bonds, Series 2017 A" (the "Series 2017 A Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated _____, 2017, upon original issuance, the proceeds of which are to be used, together with other funds of the Issuer: (i) to pay a portion of the Costs of design, acquisition, construction and equipping of the Project; (ii) [to pay the premium for a Municipal Bond Insurance Policy to secure the payment of the principal of, and interest on, the Series 2017 A Bonds;] (iii) [to fund a reserve account for the Series 2017 A Bonds/to pay the premium for a Municipal Bond Debt Service Reserve Insurance Policy for the Series 2017 A Bonds] in an amount equal to the Series 2017 A Bonds Reserve Requirement; and (iv) to pay certain costs of issuance of the Series 2017 A Bonds and related costs. The Series 2017 A Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 8, Article 20 of the West Virginia Code of 1931, as amended (the "Act"), and an ordinance duly enacted by the City Council of the Issuer on January ___, 2017, and supplemented by a supplemental resolution adopted by said City Council on _____, 2017 (hereinafter collectively referred to as the "Ordinance"), and is subject to all the terms and conditions of said Ordinance. The Ordinance provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Series 2017 A Bonds under the Ordinance. Reference is hereby made to the Ordinance, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Series 2017 A Bonds and the Registered Owners of any subsequently issued additional bonds. Executed counterparts or certified copies of the Ordinance are on file at the office of the City Clerk in The City of Morgantown, West Virginia.

[The Series 2017 A Bonds are additionally secured, but only to the extent described in the Statement of Insurance printed on the Bonds, by a policy of municipal bond insurance issued by [Bond Insurer]___.]

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE FOLLOWING COMBINED UTILITY SYSTEM REVENUE BONDS OF THE ISSUER (COLLECTIVELY, THE "PRIOR BONDS"):

(1) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 1995 (WEST VIRGINIA SRF PROGRAM), DATED APRIL 27, 1995, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,601,477 (THE "SERIES 1995 BONDS");

(2) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2000 A (WEST

VIRGINIA SRF PROGRAM), DATED FEBRUARY 29, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $7,842,000 (THE "SERIES 2000 A BONDS");

(3) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2000 B (WEST VIRGINIA INFRASTRUCTURE FUND), DATED FEBRUARY 29, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $2,488,000 (THE "SERIES 2000 B BONDS");

(4) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2001 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED FEBRUARY 8, 2001, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,812,470 (THE "SERIES 2001 A BONDS");

(5) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2006 A (WEST VIRGINIA SRF PROGRAM), DATED JUNE 30, 2006, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,410,191 (THE "SERIES 2006 A BONDS");

(6) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2007 A (WEST VIRGINIA SRF PROGRAM), DATED AUGUST 14, 2007, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $8,500,000 (THE "SERIES 2007 A BONDS");

(7) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2010 A (DIRECT PAYMENT BUILD AMERICA BONDS), DATED JANUARY 28, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $37,950,000 (THE "SERIES 2010 A BONDS");

(8) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2010 B (WEST VIRGINIA SRF PROGRAM/ARRA), DATED JANUARY 28, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $81,600 (THE "SERIES 2010 B BONDS");

(9) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2010 C (WEST VIRGINIA SRF PROGRAM), DATED JANUARY 28, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $15,380,227 (THE "SERIES 2010 C BONDS");

(10) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2010 D (WEST VIRGINIA DWTRF PROGRAM), DATED JANUARY 28, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $9,317,286 (THE "SERIES 2010 D BONDS");

(11) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2010 E (WEST VIRGINIA DWTRF PROGRAM/ARRA), DATED JANUARY 28, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $100,000 (THE "SERIES 2010 E BONDS");

(12) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2010 F (BANK QUALIFIED), DATED JANUARY 28, 2010, ISSUED IN THE ORIGINAL AGGREGATE AMOUNT OF $7,250,000 (THE "SERIES 2010 F BONDS");

(13) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2012 A (WEST VIRGINIA DWTRF PROGRAM), DATED AUGUST 24, 2012, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $570,000 (THE "SERIES 2012 A BONDS");

(14) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2012 C (BANK QUALIFIED), DATED OCTOBER 5, 2012, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $2,330,000 (THE "SERIES 2012 C BONDS");

(15) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2013 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED AUGUST 22, 2013, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $4,605,260 (THE "SERIES 2013 A BONDS");

(16) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2014 B DATED JULY 23, 2014, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $505,421 (THE "SERIES 2014 B BONDS");

(17) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2015 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED MARCH 31, 2015, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $137,568 (THE "SERIES 2015 A BONDS");

(18) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2015 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED MARCH 31, 2015, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $4,586 (THE "SERIES 2015 B BONDS");

(19) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2015 C (WEST VIRGINIA SRF PROGRAM), DATED MARCH 31, 2015, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $8,111,813 (THE "SERIES 2015 C BONDS");

(20) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2015 D (WEST VIRGINIA SRF PROGRAM), DATED MARCH 31, 2015, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,688,394 (THE "SERIES 2015 D BONDS");

(21) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2015 E (WEST VIRGINIA SRF PROGRAM), DATED JUNE 11, 2015, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $662,300 (THE "SERIES 2015 E BONDS");

(22) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2016 A, DATED DECEMBER 1, 2016, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $69,755,000 (THE "SERIES 2016 A BONDS");

(23) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2016 B-1 (WEST VIRGINIA SRF PROGRAM), DATED DECEMBER 1, 2016, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $25,000,000 (THE "SERIES 2016 B-1 BONDS"); AND

(24) COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2017 B (WEST VIRGINIA INFRASTRUCTURE FUND), DATED _____, 2017, ISSUED COTEMPORANEOUSLY HERWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $_____ (THE "SERIES 2017 B BONDS")

The Series 2017 A Bonds are subject to redemption prior to their stated maturity dates, as provided in the Ordinance and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Bonds maturing on and after _____, 20____, are subject to redemption prior to maturity at the option of the Issuer on or after _____, 20_____, in whole at any time and in part on any Interest Payment Date, as directed by the Issuer, in reverse order of maturity and by lot within a maturity, at the following Redemption Prices (expressed as percentages of

the principal amount of Bonds to be redeemed), plus interest accrued thereon to the date fixed for redemption:

Period During Which Redeemed (Dates Inclusive)	Redemption Price

(B) Mandatory Sinking Fund Redemption. The Series 2017 A Bonds maturing on _____, 20_____ and 20_____ are subject to annual mandatory sinking fund redemption prior to maturity by random selection as may be determined by the Registrar, on _____ 1 of the years and in the principal amounts set forth below, at the Redemption Price of 100% of the principal amount of each Bond so called for redemption plus interest accrued to the date fixed for redemption:

Bonds Maturing _____ 1, 20

Year (1)	Principal Amount

---

* Final Maturity

In the event of any redemption of less than all outstanding Series 2017 A Bonds, the maturities to be redeemed shall be selected by the Paying Agent at the direction of the Issuer and Series 2017 A Bonds to be redeemed shall be determined by lot within a maturity, or in such other manner deemed appropriate by the Paying Agent. If less than all the Series 2017 A Bonds are to be redeemed, the Series 2017 A Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Series 2017 A Bond, unless waived, shall be given by the Paying Agent on behalf of the Issuer by mailing an official redemption notice by registered or certified mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the Registered Owner of the Series 2017 A Bond or Series 2017 A Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Paying Agent. Such notice shall also be given by the Paying Agent to the Registrar. Notice of redemption having been given as aforesaid, the Series 2017 A Bonds or portions of Series 2017 A Bonds so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Series 2017 A Bonds or portions of Series 2017 A Bonds shall cease to bear interest.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Series 2017 A Bond.

The Series 2017 A Bonds and the interest thereon are payable only from and are secured by the Gross Revenues (as defined in the Ordinance) to be derived from the operation of the Combined

Utility System, on a parity in all respects with the pledge of the Gross Revenues created in favor of the holders of the Prior Bonds, all monies in the Series 2017 A Bonds Sinking Fund, and the Series 2017 A Bonds Reserve Account therein, established under the Ordinance, and the unexpended proceeds of the Series 2017 A Bonds, including monies in the Series 2017 A Bonds Construction Fund, and the Issuer hereby and in the Ordinance pledges such revenues and monies to such payment. Said Gross Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose and to make the other payments required by the Ordinance. This Series 2017 A Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Gross Revenues, the monies in the Series 2017 A Bonds Sinking Fund and the Series 2017 A Bonds Reserve Account and the unexpended proceeds of the Series 2017 A Bonds, including monies in the Series 2017 A Bonds Construction Fund. 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 Combined Utility System and the services rendered thereby, which shall be sufficient, together with other revenues of the Combined Utility System, to provide for the reasonable expenses of operation, repair and maintenance of the Combined Utility System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Series 2017 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2017 A Bonds, including the Prior Bonds and any hereinafter issued Additional Parity Bonds. The Issuer has entered into certain further covenants with the registered owners of the Series 2017 A Bonds, for the terms of which reference is made to the Ordinance. Remedies provided the registered owners of the Series 2017 A Bonds are exclusively as provided in the Ordinance, to which reference is here made for a detailed description thereof.

All monies received from the sale of the Series 2017 A Bonds except for accrued interest thereon shall be applied solely to pay a portion of the Costs of Project, [pay the premium for a Municipal Bond Insurance Policy to secure the payment of the principal of and interest on the Series 2017 A Bonds], [fund a reserve account for the Series 2017 A Bonds/pay the premium for a Municipal Bond Debt Service Reserve Insurance Policy] in amount equal to the Series 2017 A Bonds Reserve Requirement, and pay Costs of Issuance of the Series 2017 A Bonds, and there shall be, and hereby is, created and granted a lien upon such monies, until so applied, in favor of the registered owners of said Series 2017 A Bonds.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Series 2017 A 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 Series 2017 A Bond, together with all other obligations of said 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 Combined Utility System has been pledged to and will be set aside into said special fund by said Issuer for the prompt payment of the principal of and interest on the Series 2017 A Bonds of which this Series 2017 A Bond is one.

This Series 2017 A Bond, under the provisions of the Act is and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the within-described Ordinance.

This Series 2017 A Bond and the income there from are, under the Act, exempt from all taxation by the State of West Virginia, or any county, municipality, political subdivision or agency thereof.

This Series 2017 A Bond shall not be entitled to any benefit under the Ordinance, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Ordinance, as defined on the reverse hereof, and the statutes under which this Series 2017 A Bond is issued shall be deemed to be a part of the contract evidenced by this Series 2017 A Bond to the same extent as if written fully herein.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, THE CITY OF MORGANTOWN has caused this Bond to be signed by its Mayor, and its corporate seal to be imprinted hereon and attested by its City Clerk, and has caused this Series 2017 A Bond to be dated as of the Series 2017 A Bond Date specified above.

[SEAL]

[Manual or facsimile signature]
Mayor

ATTEST:

[Manual or facsimile signature]
City Clerk

CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This Series 2017 A Bond is one of the fully registered Series 2017 A Bonds described in the within-mentioned Ordinance and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson PLLC, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Series 2017 A Bonds.

Dated: _____, 2017.

_____,
As Registrar

By _____
Its Authorized Officer

STATEMENT OF INSURANCE

[Bond Insurance Legend]

(FORM OF)
ASSIGNMENT

Social Security or Other Identifying Number of Assignee

_____

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

Dated: _____, 20____.

_____

SIGNATURE GUARANTEED:

_____
(Bank, Trust Company or Firm)

_____
(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

THE CITY OF MORGANTOWN, WEST VIRGINIA

COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2017 A (TAX EXEMPT)

BOND ORDINANCE

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BOND ORDINANCE
THE CITY OF MORGANTOWN

ORDINANCE AUTHORIZING THE DESIGN, ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE POTABLE WATER PORTION OF THE EXISTING COMBINED UTILITY SYSTEM OF THE CITY OF MORGANTOWN AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN $10,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2017 B (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

WHEREAS, The City of Morgantown (the "Issuer" or the "City") presently owns and operates, through The City of Morgantown Utility Board (the "Board"), a public combined waterworks, sanitary sewerage and stormwater system (collectively, the "Combined Utility System") and has heretofore financed the design, acquisition, construction and equipping of the Combined Utility System and certain additions, betterments and improvements thereto through the issuance of several series of bonds or refunding bonds, of which there are presently outstanding the Prior Bonds, as hereinafter defined.

WHEREAS, all of the Prior Bonds were issued pursuant to ordinances of the Issuer previously enacted (such ordinances, as so amended and supplemented, collectively herein called the "Prior Ordinances");

WHEREAS, under the provisions of Chapter 8, Article 20 of the West Virginia Code of 1931, as amended (the "Act"), the Issuer is authorized and empowered to design, acquire, construct, equip and operate extensions, additions, betterments and improvements for the Combined Utility System;

WHEREAS, the Issuer has determined, and does hereby affirm, that the design, acquisition, construction and equipping of certain extensions, additions, betterments and improvements to the potable water treatment, storage and distribution portion of the Combined Utility System, is necessary, appropriate, useful and desirable for the health, safety, and welfare of the inhabitants of the Issuer and surrounding areas;

WHEREAS, the Issuer has determined the design, acquisition, construction and equipping of certain extensions, betterments and improvements to the raw water supply and storage, water treatment, treated water storage and distribution system for potable water (collectively, the "Potable Water System"), specifically including, but not limited to, the design, acquisition, construction and equipping of a new water reservoir, and any, all or none of the following depending on the availability of funds: (i) the acquisition and installation of emergency generators to serve certain facilities in the Potable Water System; (ii) the design, acquisition, construction and equipping of a raw water transmission line from the new raw water reservoir to the water treatment plant; (iii) the design, acquisition, construction and equipping of a new maintenance building; (iv) the design, acquisition, construction and equipping of a waterline extension to serve Rockley Road; and/or (v) the design, acquisition, construction and equipping of extensions, betterments and improvements of certain water treatment plant assets, distribution lines, pump stations and storage tanks, and all necessary appurtenances, as determined by the Board (collectively, the "Project"), is necessary, appropriate, useful and desirable for the health, safety, and welfare of the inhabitants of the Issuer and surrounding areas;

WHEREAS, the Issuer has determined to finance a portion of the Cost of the Project through the issuance of two series of combined utility system revenue bonds designated, and in the not to exceed amounts, as follows:

(1) The City of Morgantown, Combined Utility System Revenue Bonds, Series 2017 A, in the aggregate principal amount of not more than $50,000,000 (the "Series 2017 A Bonds"); and

(2) The City of Morgantown, Combined Utility System Revenue Bonds, Series 2017 B (West Virginia Infrastructure Fund), in the aggregate principal amount of not more than $10,000,000 (the "Series 2017 B Bonds and, collectively with the Series 2017 A Bonds, the "Series 2017 Bonds");

WHEREAS, the Issuer has determined to enact this Ordinance and issue the Series 2017 B Bonds to have such security and such other terms and provisions as are hereinafter provided, all in the manner set forth herein; and

WHEREAS, the Series 2017 Bonds will be issued on a parity with one another, and the Prior Bonds, with respect to their lien on and security interest in the Gross Revenues of the Combined Utility System, and the Series 2017 B Bonds shall contain such other terms and provisions as are hereinafter provided, all in the manner set forth herein.

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

ARTICLE I

STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

Section 1.01. Authority for this Ordinance. This Ordinance (together with any ordinance, order or resolution supplemental hereto or amendatory hereof, the "Bond Legislation") is enacted pursuant to the provisions of Chapter 8, Article 20 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and other applicable provisions of law.

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

A. The City of Morgantown (the "Issuer") is a municipal corporation and political subdivision of the State of West Virginia in Monongalia County of said State. The Issuer presently owns and operates the Combined Utility System through the Morgantown Utility Board (the "Board"). It is deemed necessary and desirable for the health and welfare of the inhabitants of the Issuer, that there be designed, acquired, constructed and equipped certain extensions, additions, betterments and improvements to the existing Potable Water system of the Combined Utility System, specifically including, the Project, in accordance with the plans and specifications prepared by the Consulting Engineers as herein defined.

B. The Issuer intends to permanently finance a portion of the costs of design, acquisition, construction and equipping of the Project through the issuance of the Series 2017 B Bonds to the West Virginia Water Development Authority (the "Authority"), which administers the West Virginia Infrastructure and Jobs Development Fund (the "Infrastructure Fund"), all pursuant to the Act.

C. It is deemed necessary for the Issuer to issue its Combined Utility System Revenue Bonds, Series 2017 B (West Virginia Infrastructure Fund), in the aggregate principal amount of not more than $10,000,000 (the "Series 2017 B Bonds") to permanently finance a portion of the costs of design, acquisition, construction and equipping of the Project. Said costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor and eligible under the Infrastructure Fund; interest, if any, upon the Series 2017 B Bonds for a period not exceeding 6 months after completion of construction of the Project; amounts which may be deposited in the Series 2017 B Bonds Reserve Account (as hereinafter defined) or amounts

which may be used to pay the premium for a Municipal Bond Debt Service Reserve Insurance Policy to fund the Series 2017 B Bonds Reserve Account; engineering and legal expenses; expenses for estimates of costs and revenues, expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise, administrative expense, commitment fees, fees and expenses of the Authority; discount, initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2017 B Bonds and such other expenses as may be necessary or incidental to the financing herein authorized, the acquisition or construction of the Project and the placing of same in operation, and the performance of the things herein required or permitted, in connection with any thereof, provided, that reimbursement to the Issuer or the Board for any amounts expended by them for allowable costs prior to the issuance of the Series 2017 B Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

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

E. It is in the best interests of the Issuer that its Series 2017 B Bonds be sold to the Authority pursuant to the terms and provisions of a Loan Agreement by and among the Issuer and the Authority, on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), in form satisfactory to the respective parties (the "Loan Agreement"), approved hereby if not previously approved by resolution of the Issuer.

F. There are outstanding obligations of the Issuer which will rank on a parity with the Series 2017 B Bonds as to liens, pledge, source of and security for payment, being the Issuer's:

1. Combined Utility System Revenue Bonds, Series 2000 A (West Virginia SRF Program), dated February 29, 2000, issued in the original aggregate principal amount of $7,842,000 (the "Series 2000 A Bonds");

2. Combined Utility System Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund), dated February 29, 2000, issued in the original aggregate principal amount of $2,488,000 (the "Series 2000 B Bonds");

3. Combined Utility System Revenue Bonds, Series 2006 A (West Virginia SRF Program), dated June 30, 2006, issued in the original aggregate principal amount of $6,410,191 (the "Series 2006 A Bonds");

4. Combined Utility System Revenue Bonds, Series 2007 A (West Virginia SRF Program), dated August 14, 2007, issued in the original aggregate principal amount of $8,500,000 (the "Series 2007 A Bonds");

5. Combined Utility System Revenue Bonds, Series 2010 A (Direct Payment Build America Bonds), dated January 28, 2010, issued in the original aggregate principal amount of $37,950,000 (the "Series 2010 A Bonds");

6. Combined Utility System Revenue Bonds, Series 2010 B (West Virginia SRF Program/ARRA), dated January 28, 2010, issued in the original aggregate principal amount of $81,600 (the "Series 2010 B Bonds");

7. Combined Utility System Revenue Bonds, Series 2010 C (West Virginia SRF Program), dated January 28, 2010, issued in the original aggregate principal amount of $15,380,227 (the "Series 2010 C Bonds");

8. Combined Utility System Revenue Bonds, Series 2010 D (West Virginia DWTRF Program), dated January 28, 2010, issued in the original aggregate principal amount of $9,317,286 (the "Series 2010 D Bonds");

9. Combined Utility System Revenue Bonds, Series 2010 E (West Virginia DWTRF Program/ARRA), dated January 28, 2010, issued in the original aggregate principal amount of $100,000 (the "Series 2010 E Bonds");

10. Combined Utility System Revenue Bonds, Series 2010 F (Bank Qualified), dated January 28, 2010, issued in the original aggregate amount of $7,250,000 (the "Series 2010 F Bonds");

11. Combined Utility System Revenue Bonds, Series 2012 A (West Virginia DWTRF Program), dated August 24, 2012, issued in the original aggregate principal amount of $570,000 (the "Series 2012 A Bonds");

12. Combined Utility System Revenue Bonds, Series 2012 C (Bank Qualified), dated October 5, 2012, issued in the original aggregate principal amount of $2,330,000 (the "Series 2012 C Bonds");

13. Combined Utility System Revenue Bonds, Series 2013 A (West Virginia Infrastructure Fund), dated August 22, 2013,

issued in the original aggregate principal amount of $4,605,260 (the "Series 2013 A Bonds");

14. Combined Utility System Revenue Bonds, Series 2014 B dated July 23, 2014, issued in the original aggregate principal amount of $505,421 (the "Series 2014 B Bonds");

15. Combined Utility System Revenue Bonds, Series 2015 A (West Virginia Water Development Authority), dated March 31, 2015, issued in the original aggregate principal amount of $137,568 (the "Series 2015 A Bonds");

16. Combined Utility System Revenue Bonds, Series 2015 B (West Virginia Water Development Authority), dated March 31, 2015, issued in the original aggregate principal amount of $4,586 (the "Series 2015 B Bonds");

17. Combined Utility System Revenue Bonds, Series 2015 C (West Virginia SRF Program), dated March 31, 2015, issued in the original aggregate principal amount of $8,111,813 (the "Series 2015 C Bonds");

18. Combined Utility System Revenue Bonds, Series 2015 D (West Virginia SRF Program), dated March 31, 2015, issued in the original aggregate principal amount of $1,688,394 (the "Series 2015 D Bonds");

19. Combined Utility System Revenue Bonds, Series 2015 E (West Virginia SRF Program), dated June 11, 2015, issued in the original aggregate principal amount of $662,300 (the "Series 2015 E Bonds");

20. Combined Utility System Revenue Bonds, Series 2016 A, dated December 1, 2016, issued in the original aggregate principal amount of $69,755,000 (the "Series 2016 A Bonds"); and

21. Combined Utility System Revenue Bonds, Series 2016 B-1 (West Virginia SRF Program), dated December 14, 2016, issued in the original aggregate principal amount of $25,000,000 (the "Series 2016 B-1 Bonds" and, collectively with the Bonds listed above, the "Prior Bonds").

Either prior to, or simultaneously with, the issuance of the Series 2017 B Bonds, the Issuer intends to finance a portion of the remaining Costs of the Project through the issuance of the following bonds:

22. Combined Utility System Revenue Bonds, Series 2017 A, in the original aggregate principal amount not to exceed $50,000,000 (the "Series 2017 A Bonds").

G. Prior to the issuance of the Series 2017 B Bonds, the Issuer will (i) a certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the Prior Bonds are met, and (ii) the written consent of the Holders of the Series 2000 A Bonds, Series 2000 B Bonds, Series 2006 A Bonds, Series 2007 A Bonds, Series 2010 B Bonds, Series 2010 C Bonds, Series 2010 D Bonds, Series 2010 E Bonds, Series 2012 A Bonds, Series 2013 A Bonds, Series 2015 A Bonds, Series 2015 B Bonds, Series 2015 C Bonds, Series 2015 D Bonds, Series 2015 E Bonds and Series 2017 B-1 Bonds to the issuance of the Series 2017 B Bonds on a parity with the Series 2000 A Bonds, Series 2000 B Bonds, Series 2006 A Bonds, Series 2007 A Bonds, Series 2010 B Bonds, Series 2010 C Bonds, Series 2010 D Bonds, Series 2010 E Bonds, Series 2012 A Bonds, Series 2013 A Bonds, Series 2015 A Bonds, Series 2015 B Bonds, Series 2015 C Bonds, Series 2015 D Bonds, Series 2015 E Bonds and Series 2016 B-1 Bonds. The Series 2010 A Bonds, Series 2010 F Bonds, Series 2012 C Bonds, Series 2014 B Bonds, the Series 2016 A Bonds and Series 2017 A Bonds do not require consent. Other than the Prior Bonds and the Series 2017 A Bonds, there are no other outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the Combined Utility System. The Issuer is in compliance with all the covenants of the Prior Bonds and the Prior Ordinances and the Series 2017 A Bonds and the Series 2017 A Ordinance.

H. The estimated revenues to be derived in each year after completion of the Project from the operation of the Combined Utility System will be sufficient to pay all costs of operation and maintenance of the Combined Utility System and the principal of and interest, if any, on the Series 2017 Bonds and the Prior Bonds and to make payments into all funds and accounts and other payments provided for herein.

I. The Issuer has complied with all requirements of West Virginia law and the Loan Agreement relating to authorization of the design, acquisition, construction, equipping and operation of the Project and the Combined Utility System and issuance of the Series 2017 B Bonds, or will have so complied prior to issuance of any thereof, including, among other things, the approval of the Project and the financing thereof by the West Virginia Infrastructure and Jobs Development Council.

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

K. Prior to commencing construction of the Project the Issuer either has, or will, enact a Project Ordinance in compliance with Chapter 24, Article 2, Paragraph 11 of the West Virginia Code of 1931, as amended.

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2017 B Bonds by the Registered Owners of the same from time to time, this Bond Legislation shall be deemed to be and shall constitute a contract between the Issuer and such Bondholders, and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the Bondholders of any and all of such Series 2017 B Bonds, all of which shall be of equal rank and without preference, priority or distinction between any one Bond and any other Bonds and by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

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

"Act" means, collectively, Chapter 8, Article 20 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended and in effect on the date of enactment hereof.

"Authority" means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 2017 B Bonds, or any other agency, board or department of the State that succeeds to the functions of the Authority, acting in its administrative capacity and upon authorization from the Council under the Act.

"Authorized Officer" means the Mayor or the City Manager of the Issuer, and, in the instance of the Board, the Chairman, the General Manager or the Assistant General Manager, or any other officer of the Issuer or Board specifically designated by resolution of the Governing Body or the Board, as appropriate.

"Board" means the Morgantown Utility Board of the Issuer.

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

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

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

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

"Bonds" means, collectively, the Series 2017 Bonds, the Prior Bonds and, where appropriate, any bonds on a parity therewith subsequently authorized to be issued hereunder or by another ordinance of the Issuer.

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

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

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

"Closing Date" means the date upon which there is an exchange of the Series 2017 B Bonds for all or a portion of the proceeds of the Series 2017 B Bonds from the Authority, on behalf of the Council.

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

"Combined Utility System" means, collectively, the complete existing public combined waterworks, sewerage, and stormwater system of the Issuer, as presently existing in its entirety or any integral part thereof, and shall include the Project and any additions, betterments and improvements thereto hereafter acquired or constructed for the Combined Utility System from any sources whatsoever, both within and without the Issuer.

"Completion Date" means the completion date of the Project.

"Consulting Engineers" means any qualified licensed professional engineer or firm of licensed professional engineers, licensed by the State, that shall at any time hereafter be procured by the Issuer as Consulting Engineers for the Combined Utility System, or portion thereof, in accordance with Chapter 5G, Article 1 of the West Virginia Code of 1931, as amended; provided however, that the Consulting Engineers shall not be a regular, full-time employee of the State or any of its agencies, commissions, or political subdivisions. "Consulting Engineer" shall also include a licensed professional engineer employed by the Board, who is responsible for design and/or supervision of improvements, additions or modifications to the Combined Utility System.

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

"Council" means the West Virginia Infrastructure and Jobs Development Council, or any other agency, board or department of the State that succeeds to the function of the Council.

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

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

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

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

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

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

"Grants" means any grants committed to the Project.

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

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

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

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

"Loan Agreement" means, the Loan Agreement heretofore entered, or to be entered, into by and among the Issuer and the Authority, on behalf of the Council, providing for the purchase of the Series 2017 B Bonds from the Issuer by the Authority, on behalf of the Council, the form of which shall be approved, and the execution and delivery by the Issuer authorized and directed or ratified, by the Supplemental Resolution.

"Mayor" means the Mayor of the Issuer.

"Municipal Bond Debt Service Reserve Insurance Policy" means a municipal bond debt service reserve insurance policy and may subsequently mean, a letter of credit, surety bond or other financial instrument which is pledged to the Series 2017 B Bonds Reserve Account in the amount of the Series 2017 B Bonds Reserve Requirement.

"Net Proceeds" means the face amount of the Series 2017 B Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any, deposited in any Reserve Accounts.

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

"Operating Expenses" shall mean the reasonable, proper and necessary costs of repair, maintenance and operation of the Combined Utility System and includes, without limiting the generality of the foregoing, administrative, engineering, legal, auditing and insurance expenses, other than those capitalized as part of the Costs, fees and expenses of the Authority, fiscal agents, the Depository Bank, the Registrar and Paying Agent (all as hereinafter defined), other than those capitalized as part of the Costs of the 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.

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

"Outstanding" when used with reference to Series 2017 Bonds or Prior Bonds and as of any particular date, describes all Series 2017 Bonds or Prior Bonds theretofore and thereupon being authenticated and delivered, except (i) any Series 2017 Bond or Prior Bond cancelled by the Bond Registrar or Registrar for Prior Bonds, at or prior to said date; (ii) any Series 2017 Bond or Prior Bonds, for the payment of which moneys, equal to its principal amount and redemption premium, if applicable, with interest to the date of maturity or redemption shall be in trust hereunder, and set aside for such payment (whether upon or prior to maturity); (iii) any Series 2017 Bond deemed to have been paid as provided in Article X hereof; (iv) any Prior Bond deemed to have been paid; and for purposes of

consents or other action by a specified percentage of Bondholders, or holders of Prior Bonds, any Series 2017 Bonds or Prior Bonds registered to the Issuer.

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

"Paying Agent" means the Commission or other entity designated as such for the Series 2017 B Bonds in the Supplemental Resolution.

"Prior Bonds" means, collectively, the Series 2000 A Bonds, Series 2000 B Bonds, Series 2006 A Bonds, Series 2007 A Bonds, Series 2010 A Bonds, Series 2010 B Bonds, Series 2010 C Bonds, Series 2010 D Bonds, Series 2010 E Bonds, Series 2010 F Bonds, Series 2012 A Bonds, Series 2012 C Bonds, Series 2013 A Bonds, Series 2014 B Bonds, Series 2015 A Bonds, Series 2015 B Bonds, Series 2015 C Bonds, Series 2015 D Bonds, Series 2015 E Bonds, Series 2016 A Bonds and Series 2016 B-1 Bonds.

"Prior Ordinances" means, collectively, the ordinances authorizing the Prior Bonds.

"Project" or "Project" means the Project as described in Section 1.02A hereof.

"Qualified Investments" means and includes all investments permitted to be made by a municipality and political subdivision under the laws of the State, as enacted as of the date of enactment of this Bond Ordinance in West Virginia Code § 8-13-22a and 8-22-22a, as may be amended or modified from time to time. In the event that the laws of the State would cease to provide guidance on permissible investments, the last applicable law of the State shall control such investments.

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

"Registrar" means the Bond Registrar.

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

"Reserve Accounts" means, collectively, the respective Reserve Accounts established for the Series 2017 Bonds and the Prior Bonds.

"Reserve Requirement" means, collectively, the respective amounts required to be on deposit in any Reserve Account for the Prior Bonds and the Series 2017 Bonds.

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

"Series 2000 A Bonds" means the Combined Utility System Revenue Bonds, Series 2000 A (West Virginia SRF Program), of the Issuer, dated February 29, 2000, issued in the original aggregate principal amount of $7,842,000.

"Series 2000 B Bonds" means the Combined Utility System Revenue Bonds, Series 2000 B (West Virginia Infrastructure Fund), of the Issuer, dated February 29, 2000, issued in the original aggregate principal amount of $2,488,000.

"Series 2006 A Bonds" means the Combined Utility System Revenue Bonds, Series 2006 A (West Virginia SRF Program), of the Issuer, dated June 30, 2006, issued in the original aggregate principal amount of $6,410,191.

"Series 2007 A Bonds" means the Combined Utility System Revenue Bonds, Series 2007 A (West Virginia SRF Program), of the Issuer, dated August 14, 2007, issued in the original aggregate principal amount of $8,500,000.

"Series 2010 A Bonds" means the Combined Utility System Revenue Bonds, Series 2010 A (Direct Payment Build America Bonds), of the Issuer, dated January 28, 2010, issued in the original aggregate principal amount of $37,950,000.

"Series 2010 B Bonds" means the Combined Utility System Revenue Bonds, Series 2010 B (West Virginia SRF Program/ARRA), of the Issuer, dated January 28, 2010, issued in the original aggregate principal amount of $81,600.

"Series 2010 C Bonds" means the Combined Utility System Revenue Bonds, Series 2010 C (West Virginia SRF Program), of the Issuer, dated January 28, 2010, issued in the original aggregate principal amount of $15,380,227.

"Series 2010 D Bonds" means the Combined Utility System Revenue Bonds, Series 2010 D (West Virginia DWTRF Program), of the Issuer, dated January 28, 2010, issued in the original aggregate principal amount of $9,317,286.

"Series 2010 E Bonds" means the Combined Utility System Revenue Bonds, Series 2010 E (West Virginia DWTRF Program/ARRA), of the Issuer, dated January 28, 2010, issued in the original aggregate principal amount of $100,000.

"Series 2010 F Bonds" means the Combined Utility System Revenue Bonds, Series 2010 F (Bank Qualified), of the Issuer, dated January 28, 2010, issued in the original aggregate principal amount of $7,250,000.

"Series 2012 A Bonds" means the Combined Utility System Revenue Bonds, Series 2012 A (West Virginia DWTRF Program), dated August 24, 2012, issued in the original aggregate principal amount of $570,000.

"Series 2012 C Bonds" means the Combined Utility System Revenue Bonds, Series 2012 C (Bank Qualified), dated October 5, 2012, issued in the original aggregate principal amount of $2,330,000.

"Series 2013 A Bonds" means the Combined Utility System Revenue Bonds, Series 2013 A (West Virginia Infrastructure Fund), dated August 22, 2013, issued in the original aggregate principal amount of $4,605,260.

"Series 2014 B Bonds" means the Issuer's Combined Utility System Revenue Bonds, Series 2014 B dated July 23, 2014, issued in the original aggregate principal amount of$505,421.

"Series 2015 A Bonds" means the Issuer's Combined Utility System Revenue Bonds, Series 2015 A (West Virginia Water Development Authority), dated March 31, 2015, issued in the original aggregate principal amount of $137,568.

"Series 2015 B Bonds" means the Issuer's Combined Utility System Revenue Bonds, Series 2015 B (West Virginia Water Development Authority), dated March 31, 2015, issued in the original aggregate principal amount of $4,586.

"Series 2015 C Bonds" means the Issuer's Combined Utility System Revenue Bonds, Series 2015 C (West Virginia SRF Program), dated March 31, 2015, issued in the original aggregate principal amount of $8,111,813.

"Series 2015 D Bonds" means Issuer's Combined Utility System Revenue Bonds, Series 2015 D (West Virginia SRF Program), dated March 31, 2015, issued in the original aggregate principal amount of $1,688,394.

"Series 2015 E Bonds" means Issuer's Combined Utility System Revenue Bonds, Series 2015 E (West Virginia SRF Program), dated June 11, 2015, issued in the original aggregate principal amount of $662,300.

"Series 2016 A Bonds" means the Combined Utility System Revenue Bonds, Series 2016 A, of the Issuer, dated December 1, 2016, issued in the aggregate principal amount of $69,755,000.

"Series 2016 B-1 Bonds" means the Combined Utility System Revenue Bonds, Series 2016 B-1 (West Virginia SRF Program), of the Issuer, dated December 14, 2016, issued in the aggregate principal amount of $25,000,000.

"Series 2016 B-2 Bonds" means the Combined Utility System Revenue Bonds, Series 2016 B-2 (West Virginia SRF Program/Green), of the Issuer, dated December 14, 2016, issued in the original aggregate principal amount of $500,000. Pursuant to the terms and conditions of the Series 2016 B-2 Bonds, the outstanding principal of the Series 2016 B-2 Bonds is forgiven by the holder thereof on the last day of the Fiscal Year in which such principal is advanced. No repayment of any principal of the

Series 2016 B-2 Bonds will occur and the Series 2016 B-2 Bonds do not bear any interest. The Series 2016 B-2 Bonds are not secured by any lien on the Gross Revenues of the Combined Utility System.

"Series 2017 Bonds" or "Project Bonds" means, collectively, the Series 2017 A Bonds and Series 2017 B Bonds.

"Series 2017 A Bonds" means Issuer's Combined Utility System Revenue Bonds, Series 2017 A, to be issued simultaneously herewith, in the original aggregate principal amount not to exceed $100,000,000.

"Series 2017 A Ordinance" means the ordinance of the Issuer, as amended and modified, enacted currently herewith, authorizing the issuance of the Series 2017 A Bonds.

"Series 2017 B Bonds" means the Combined Utility System Revenue Bonds, Series 2017 B (West Virginia Infrastructure Fund), of the Issuer, authorized by this Bond Legislation.

"Series 2017 B Bonds Construction Trust Fund" means the Series 2017 B Bonds Construction Trust Fund established by Section 5.01 hereof.

"Series 2017 B Bonds Reserve Account" means the Series 2017 B Bonds Reserve Account established by Section 5.02 hereof.

"Series 2017 B Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest, if any, which will become due on the Series 2017 B Bonds in the then current or any succeeding year.

"Series 2017 B Bonds Sinking Fund" means the Series 2017 B Bonds Sinking Fund established by Section 5.02 hereof.

"Sinking Funds" means, collectively, the respective Sinking Funds established for the Series 2017 Bonds and the Prior Bonds.

"State" means the State of West Virginia.

"Supplemental Resolution" means any resolution, ordinance or order of the Issuer supplementing or amending this Ordinance and, when preceded by the article "the," refers specifically to the supplemental resolution authorizing the sale of the Series 2017 B Bonds; provided, that any matter intended by this Ordinance to be included in the Supplemental Resolution with respect to the Series 2017 B Bonds, and not so included may be included in another Supplemental Resolution.

"Surplus Revenues" means the Net Revenues not required by the Bond Legislation to be set aside and held for the payment of or security for the Series 2017 Bonds,

the Prior Bonds or any other obligations of the Issuer, including, without limitation, the Depreciation Fund, the Sinking Funds and the Reserve Accounts and any hereinafter issued Additional Parity Bonds.

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

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

Additional terms and phrases are defined in this Ordinance as they are used. Words importing singular number shall include the plural number in each case and vice versa; words importing persons shall include firms and corporations; and words importing the masculine, feminine or neutral gender shall include any other gender.

ARTICLE II

AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT

Section 2.01. Authorization of Acquisition and Construction of the Project. There is hereby authorized and ordered the acquisition and construction of the Project, at an estimated cost of not to exceed $52,000,000, in accordance with the plans and specifications which have been prepared by the Consulting Engineers, heretofore filed in the office of the Governing Body. The proceeds of the Series 2017 B Bonds hereby authorized shall be applied as provided in Article VI hereof. The Issuer will receive bids and will enter into contracts for the acquisition and construction of the Project, compatible with the financing plan submitted to the Council and the Authority.

The cost of the Project is estimated not to exceed $52,000,000, of which not to exceed $10,000,000 will be obtained from proceeds of the Series 2017 B Bonds, not to exceed $50,000,000 will be obtained from the proceeds of the Series 2017 A Bonds and up to $2,000,000 may be obtained from available funds of the Combined Utility System permitted to be used for such purpose.

ARTICLE III

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

Section 3.01. Authorization of Bonds. For the purposes of capitalizing interest on the Series 2017 B Bonds, if any, funding the reserve account, or paying the premium for a Municipal Bond Debt Service Reserve Insurance Policy to fund the reserve

account, for the Series 2017 B Bonds, paying Costs of the Project not otherwise provided for and paying certain costs of issuance of the Series 2017 B Bonds and related costs, or any or all of such purposes, as determined by the Supplemental Resolution, there shall be issued the negotiable Series 2017 B Bonds of the Issuer. The Series 2017 B Bonds shall be issued in one or more series, initially designated as "Combined Utility System Revenue Bonds, Series 2017 B (West Virginia Infrastructure Fund)," in the principal amount of not more than $10,000,000, and shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2017 B Bonds remaining after purchasing a Municipal Bond Debt Service Reserve Insurance Policy to fund the Series 2017 B Bonds Reserve Account or cash funding the Series 2017 B Bonds Reserve Account (if funded from Bond proceeds) and capitalization of interest, if any, shall be deposited in or credited to the Series 2017 B Bonds Construction Trust Fund established by Section 5.01 hereof, and applied as set forth in Article VI hereof.

Section 3.02. Terms of Series 2017 B Bonds. The Series 2017 B Bonds shall be issued in such principal amount (not to exceed $40,000,000); shall bear interest at such rate or rates, not exceeding the then legal maximum, payable quarterly on such dates; shall mature on such dates and in such amounts; and shall be redeemable, in whole or in part, all as the Issuer shall prescribe in a Supplemental Resolution or as specifically provided in the Loan Agreement. The Series 2017 B Bonds shall be payable as to principal at the office of the Paying Agent, in any coin or currency which, on the dates of payment of principal is legal tender for the payment of public or private debts under the laws of the United States of America. Interest, if any, on the Series 2017 B Bonds shall be paid by check or draft of the Paying Agent or its agent, mailed to the Registered Owner thereof at the address as it appears on the books of the Bond Registrar, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner thereof.

As provided by the Supplemental Resolution, the Series 2017 B Bonds shall initially be issued in one or more series, fully registered to the Authority, with a record of advances and a debt service schedule attached, representing the aggregate principal amount of the respective Series 2017 B Bonds. The Series 2017 B Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

Subsequent series of Series 2017 B Bonds, if any, shall be issued in fully registered form and in denominations as determined by a Supplemental Resolution. Such subsequent series of Series 2017 B Bonds shall be in such principal amount, shall bear interest, if any, and shall be dated as set forth in a Supplemental Resolution.

Section 3.03. Execution of Bonds. The Series 2017 B Bonds shall be executed in the name of the Issuer by the Mayor, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the City Clerk. In case any one or more of the officers who shall have signed or sealed the Series 2017 B Bonds shall cease to be such

officer of the Issuer before the Series 2017 B Bonds so signed and sealed have been actually sold and delivered, such Series 2017 B Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Series 2017 B Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Series 2017 B Bonds shall hold the proper office in the Issuer, although at the date of such Series 2017 B Bonds such person may not have held such office or may not have been so authorized.

Section 3.04. Authentication and Registration. No Series 2017 B Bonds shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Legislation unless and until the Certificate of Authentication and Registration on such Bond, substantially in the form set forth in Section 3.10 hereof shall have been manually executed by the Bond Registrar. Any such executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Bond Legislation. The Certificate of Authentication and Registration on any Series 2017 B Bonds shall be deemed to have been executed by the Bond Registrar if manually signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Series 2017 B Bonds issued hereunder.

Section 3.05. Negotiability, Transfer and Registration. Subject to the provisions for transfer of registration set forth below, the Series 2017 B Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder, in accepting the Series 2017 B Bonds shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder shall further be conclusively deemed to have agreed that said Bonds shall be incontestable in the hands of a bona fide holder for value.

So long as the Series 2017 B Bonds remain outstanding, the Issuer, through the Bond Registrar or its agent, shall keep and maintain books for the registration and transfer of such Series 2017 B Bonds.

The registered Series 2017 B Bonds shall be transferable only upon the books of the Bond Registrar, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereto together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his duly authorized attorney.

In all cases in which the privilege of exchanging Series 2017 B Bonds or transferring the registered Series 2017 B Bonds are exercised, all Series 2017 B Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Series 2017 B Bonds surrendered in any such exchanges or transfers shall forthwith be canceled by the Bond Registrar. For every such exchange or transfer of Series 2017 B

Bonds, the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and the cost of preparing each new Bond upon each exchange or transfer, and any other expenses of the Bond Registrar incurred in connection therewith, which sum or sums shall be paid by the Issuer. The Bond Registrar shall not be obliged to make any such exchange or transfer of Series 2017 B Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 2017 B Bonds or, in the case of any proposed redemption of Series 2017 B Bonds, next preceding the date of the selection of Series 2017 B Bonds to be redeemed, and ending on such interest payment date or redemption date.

Section 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 2017 B Bonds shall become mutilated or be destroyed, stolen or lost, the Issuer may, in its discretion, issue, and the Bond Registrar shall, if so advised by the Issuer, authenticate and deliver, a new Bond of the same series and of like tenor as the Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder's furnishing satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer and the Bond Registrar may incur. All Bonds so surrendered shall be canceled by the Bond Registrar and held for the account of the Issuer. If any such Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Section 3.07. Bonds not to be Indebtedness of the Issuer. The Series 2017 B Bonds shall not, in any event, be or constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Gross Revenues derived from the Combined Utility System as herein provided. No Holder or Holders of the Series 2017 B Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2017 B Bonds or the interest, if any, thereon.

Section 3.08. Bonds Secured by Pledge of Gross Revenues; Lien Position with respect to Prior Bonds. The payment of debt service of the Series 2017 A Bonds and the Series 2017 B Bonds shall be secured by a first lien on the Gross Revenues derived from the Combined Utility System, on a parity with one another and with the lien on the Gross Revenues in favor of the Holders of the Prior Bonds. Such Gross Revenues in an amount sufficient to pay the principal of and interest, if any, on the Series 2017 A Bonds, the Series 2017 B Bonds and the Prior Bonds and to make all other payments provided for in the Bond Legislation are hereby irrevocably pledged to such payments as they become due. The Series 2017 B-2 Bonds are not secured by the lien on the Gross Revenues of the Combined Utility System.

Section 3.09. Delivery of Bonds. The Issuer shall execute and deliver the Series 2017 B Bonds to the Registrar, and the Registrar shall authenticate, register and deliver the Series 2017 B Bonds to the original purchasers upon receipt of the documents set forth below:

A. If other than the Authority, a list of the names in which the Series 2017 B Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Bond Registrar may reasonably require;

B. A request and authorization to the Bond Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 2017 B Bonds to the original purchasers;

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

D. An executed copies of the Loan Agreement; and

E. The unqualified approving opinion of bond counsel on the Series 2017 B Bonds.

Section 3.10. Form of Bonds. The text of the Series 2017 B Bonds shall be in substantially the following forms, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted hereby, or by any Supplemental Resolution adopted prior to the issuance thereof:

(FORM OF SERIES 2017 B BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
THE CITY OF MORGANTOWN
COMBINED UTILITY SYSTEM REVENUE BOND, SERIES 2017 B
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. BR-1 $

KNOW ALL MEN BY THESE PRESENTS: That on this the _____ day of _____, 2017, THE CITY OF MORGANTOWN, a municipal corporation and political subdivision of the State of West Virginia in Monongalia County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns the sum of _____ DOLLARS or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing __ 1, 20__, to and including ____ _____ 1, 20__, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference.

This bond shall bear interest at a rate of ___%. Installments of principal of and interest on this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Bond Purchase (the "Loan Agreement") by and among the Issuer and the Authority, on behalf of the Council, dated_____, 2017.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the potable water portion of the existing combined waterworks, sewerage and stormwater system of the Issuer (collectively, the "Project"); [(ii) to fund the Series 2017 B Bonds Reserve Account through the purchase of a Municipal Bond Debt Service Reserve Insurance Policy]; and (iii)

to pay certain costs of issuance and related costs. The existing combined waterworks, sewerage and stormwater system, the Project, and any further extensions, additions, betterments or improvements to the existing combined waterworks, sewerage and stormwater system are, collectively, herein called the "Combined Utility System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 8, Article 20 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Ordinance duly enacted by the Issuer on January __, 2017 and a Supplemental Resolution duly adopted by the Issuer on _____, 2017_____ (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S:

1. COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2000 A (WEST VIRGINIA SRF PROGRAM), DATED FEBRUARY 29, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $7,842,000 (THE "SERIES 2000 A BONDS");

2. COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2000 B (WEST VIRGINIA INFRASTRUCTURE FUND), DATED FEBRUARY 29, 2000, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $2,488,000 (THE "SERIES 2000 B BONDS");

3. COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2006 A (WEST VIRGINIA SRF PROGRAM), DATED JUNE 30, 2006, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $6,410,191 (THE "SERIES 2006 A BONDS");

4. COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2007 A (WEST VIRGINIA SRF PROGRAM), DATED AUGUST 14, 2007, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $8,500,000 (THE "SERIES 2007 A BONDS");

5. COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2010 A (DIRECT PAYMENT BUILD AMERICA BONDS), DATED JANUARY 28, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $37,950,000 (THE "SERIES 2010 A BONDS");

6. COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2010 B (WEST VIRGINIA SRF PROGRAM/ARRA), DATED JANUARY 28, 2010, ISSUED IN

THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $81,600 (THE "SERIES 2010 B BONDS");

7. COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2010 C (WEST VIRGINIA SRF PROGRAM), DATED JANUARY 28, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $15,380,227 (THE "SERIES 2010 C BONDS");

8. COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2010 D (WEST VIRGINIA DWTRF PROGRAM), DATED JANUARY 28, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $9,317,286 (THE "SERIES 2010 D BONDS");

9. COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2010 E (WEST VIRGINIA DWTRF PROGRAM/ARRA), DATED JANUARY 28, 2010, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $100,000 (THE "SERIES 2010 E BONDS");

10. COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2010 F (BANK QUALIFIED), DATED JANUARY 28, 2010, ISSUED IN THE ORIGINAL AGGREGATE AMOUNT OF $7,250,000 (THE "SERIES 2010 F BONDS");

11. COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2012 A (WEST VIRGINIA DWTRF PROGRAM), DATED AUGUST 24, 2012, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $570,000 (THE "SERIES 2012 A BONDS");

12. COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2012 C (BANK QUALIFIED), DATED OCTOBER 5, 2012, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $2,330,000 (THE "SERIES 2012 C BONDS");

13. COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2013 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED AUGUST 22, 2013, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $4,605,260 (THE "SERIES 2013 A BONDS");

14. COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2014 B DATED JULY 23, 2014, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $505,421 (THE "SERIES 2014 B BONDS");

15. COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2015 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED MARCH 31, 2015, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $137,568 (THE "SERIES 2015 A BONDS");

16. COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2015 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED MARCH 31, 2015, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $4,586 (THE "SERIES 2015 D BONDS");

17. COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2015 C (WEST VIRGINIA SRF PROGRAM), DATED MARCH 31, 2015, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $8,111,813 (THE "SERIES 2015 C BONDS");

18. COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2015 D (WEST VIRGINIA SRF PROGRAM), DATED MARCH 31, 2015, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,688,394 (THE "SERIES 2015 D BONDS");

19. COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2015 E (WEST VIRGINIA SRF PROGRAM), DATED JUNE 11, 2015, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $662,300 (THE "SERIES 2015 E BONDS");

20. COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2016 A, DATED DECEMBER 1, 2016, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $69,755,000 (THE "SERIES 2016 A BONDS); AND

21. COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2016 B-1(WEST VIRGINIA SRF PROGRAM), DATED DECEMBER 1, 2016, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $25,000,000 (THE "SERIES 2016 B-2 BONDS," AND, COLLECTIVELY WITH THE BONDS LISTED ABOVE, THE "PRIOR BONDS").

THE SERIES 2017 B BONDS ARE BEING ISSUED SIMULTANEOUSLY WITH, OR AFTER, THE ISSUER'S COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2017 A, DATED _____, 2017, IN THE AGGREGATE PRINCIPAL AMOUNT OF $_____ (THE "SERIES 2017 A BONDS").

This Bond is payable only from and secured by a pledge of the Gross Revenues (as defined in the Bond Legislation) to be derived from the operation of the Combined Utility System, on a parity with the pledge of Gross Revenues in favor of the Holders of the Prior Bonds and the Series 2017 A Bonds and from monies in, or any Municipal Bond Debt Service Reserve Insurance Policy pledged to, the Reserve Account created under the Bond Legislation for the Series 2017 B Bonds (the "Series 2017 B Bonds Reserve Account"), and unexpended proceeds of the Series 2017 B Bonds. Such Gross Revenues shall be sufficient to pay the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same,

except from said special fund provided from the Gross Revenues, the monies in the Series 2017 B Bonds Reserve Account and unexpended proceeds of the Series 2017 B Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the Combined Utility System and the services rendered thereby, which shall be sufficient, together with other revenues of the Combined Utility System, to provide for the reasonable expenses of operation, repair and maintenance of the Combined Utility System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Series 2017 B Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with or junior or subordinate to the Series 2017 B Bonds, including the Prior Bonds and the Series 2017 A Bonds; provided however, that, so long as there exists in the Series 2017 B Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Series 2017 B Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations Outstanding on a parity with or junior and subordinate to the Series 2017 B Bonds, including the Prior Bonds and the Series 2017 A Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the Registered Owners of the Series 2017 B Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the Registered Owners of the Series 2017 B Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

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

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

of the State of West Virginia and that a sufficient amount of the Gross Revenues of the Combined Utility System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of and interest, if any, on this Bond.

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

[Remainder of Page Intentionally Blank]

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

[SEAL]

By: _____
Mayor

ATTEST:

By: _____
City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2017 B Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date:_____, 2017.

UNITED BANK, INC.,
as Registrar

By: _____
Its: Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

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

TOTAL _____

EXHIBIT B

DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

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

Dated: _____, 20___.

_____

In the presence of:

_____

Section 3.11. Sale of Bonds; Approval and Ratification of Execution of Loan Agreement. The Series 2017 B Bonds shall be sold to the Authority, on behalf of the Council, pursuant to the terms and conditions of the Loan Agreement. If not so authorized by previous ordinance or resolution, the Mayor is specifically authorized and directed to execute the Loan Agreement in the form approved by Supplemental Resolution, and the City Clerk is directed to affix the seal of the Issuer, attest the same and deliver the Loan Agreement to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed.

Section 3.12. Filing of Amended Schedule. Upon completion of the acquisition and construction of the Project, the Board will file with the Authority and the Council, a schedule setting forth the actual Costs of the Project and sources of funds therefor.

ARTICLE IV

[RESERVED]

ARTICLE V

FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

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

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

(2) Depreciation Fund (established by the Prior Ordinances);

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

(4) Series 2017 B Bonds Construction Trust Fund.

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

(1) Series 2000 A Bonds Sinking Fund (established by Prior Ordinances);

(2) Series 2000 A Bonds Reserve Account (established by Prior Ordinances);

(3) Series 2000 B Bonds Sinking Fund (established by Prior Ordinances);

(4) Series 2000 B Bonds Reserve Account (established by Prior Ordinances);

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

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

(7) Series 2007 A Bonds Sinking Fund (established by Prior Ordinances);

(8) Series 2007 A Bonds Reserve Account (established by Prior Ordinances);

(9) Series 2010 A Bonds Sinking Fund (established by Prior Ordinances);

(10) Series 2010 A Bonds Reserve Account (established by Prior Ordinances);

(11) Series 2010 C Bonds Sinking Fund (established by Prior Ordinances);

(12) Series 2010 C Bonds Reserve Account (established by Prior Ordinances);

(13) Series 2010 D Bonds Sinking Fund (established by Prior Ordinances);

(14) Series 2010 D Bonds Reserve Account (established by Prior Ordinances);

(15) Series 2010 E Bonds Sinking Fund (established by Prior Ordinances);

(16) Series 2010 E Bonds Reserve Account (established by Prior Ordinances);

(17) Series 2010 F Bonds Sinking Fund (established by Prior Ordinances);

(18) Series 2010 F Bonds Reserve Account (established by Prior Ordinances);

(19) Series 2012 A Bonds Sinking Fund (established by Prior Ordinances);

(20) Series 2012 A Bonds Reserve Account (established by Prior Ordinances);

(21) Series 2012 C Bonds Sinking Fund (established by Prior Ordinances);

(22) Series 2012 C Bonds Reserve Account (established by Prior Ordinances);

(23) Series 2013 A Bonds Sinking Fund (established by Prior Ordinances);

(24) Series 2013 A Bonds Reserve Account (established by Prior Ordinances);

(25) Series 2014 B Bonds Sinking Fund (established by Prior Ordinances);

(26) Series 2014 B Bonds Reserve Account (established by Prior Ordinances);

(27) Series 2015 A Bonds Sinking Fund (established by Prior Ordinances);

(28) Series 2015 A Bonds Reserve Account (established by Prior Ordinances);

(29) Series 2015 B Bonds Sinking Fund (established by Prior Ordinances);

(30) Series 2015 B Bonds Reserve Account (established by Prior Ordinances);

(31) Series 2015 C Bonds Sinking Fund (established by Prior Ordinances);

(32) Series 2015 C Bonds Reserve Account (established by Prior Ordinances);

(33) Series 2015 D Bonds Sinking Fund (established by Prior Ordinances);

(34) Series 2015 D Bonds Reserve Account (established by Prior Ordinances);

(35) Series 2015 E Bonds Sinking Fund (established by Prior Ordinances);

(36) Series 2015 E Bonds Reserve Account (established by Prior Ordinances);

(37) Series 2016 A Bonds Sinking Fund (established by Prior Ordinances);

(38) Series 2016 A Bonds Reserve Account (established by Prior Ordinances);

(39) Series 2016 B-1 Bonds Sinking Fund (established by Prior Ordinances);

(40) Series 2016 B-1 Bonds Reserve Account (established by Prior Ordinances);

(41) Series 2017 A Bonds Sinking Fund (established by the Series 2017 A Ordinance);

(42) Series 2017 A Bonds Reserve Account (established by the Series 2017 A Ordinance);

(43) Series 2017 B Bonds Sinking Fund (established in this Series 2017 B Ordinance) and

(44) Series 2017 B Bonds Reserve Account (established in this Series 2017 B Ordinance).

No accounts were created for the Series 2016 B-2 Bonds as the principal thereof is forgiven on the last day of the Fiscal Year in which such principal is advanced and the Series 2016 B-2 Bonds do not bear interest.

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

(1) The Issuer shall first, on the first day of each month, transfer from the Revenue Fund and Simultaneously remit to the Commission (i) the amounts required by the Prior Ordinances to pay interest on the Series 2006 A Bonds, Series 2007 A Bonds, Series 2010 A Bonds, Series 2010 C Bonds, Series 2010 D Bonds, Series 2010 E Bonds, Series 2010 F Bonds, Series 2012 A Bonds, Series 2012 C Bonds, Series 2014 B Bonds, Series 2016 A Bonds and Series 2016 B-1 Bonds; (ii) the amounts required by the Series 2017 A Ordinance to pay interest in the Series 2017 A Bonds; and (iii) commencing 4 months prior to the first date of payment of interest, if any, on the Series 2017 B Bonds, for deposit in

the Series 2017 B Bonds Sinking Fund, an amount equal to 1/3rd of the amount of interest which will become due on the Series 2017 B Bonds on the next ensuing quarterly interest payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2017 B Bonds Sinking Fund and the next quarterly interest payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly interest payment date, the required amount of interest coming due on such date.

(2) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and Simultaneously remit to the Commission (i) the amounts required by the Prior Ordinances to pay the principal of the Prior Bonds; (ii) the amount required by the Series 2017 A Ordinance to pay the principal of the Series 2017 A Bonds; and (iii) commencing 4 months prior to the first date of payment of principal of the Series 2017 B Bonds, for deposit in the Series 2017 B Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 2017 B Bonds on the next ensuing quarterly principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2017 B Bonds Sinking Fund and the next quarterly principal payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly principal payment date, the required amount of principal coming due on such date.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the Commission (i) for deposit in the respective Reserve Accounts for the Prior Bonds, the amounts required by the Prior Ordinances; (ii) for deposit in the Series 2017 A Bonds Reserve Account, the amount required by the Series 2017 A Ordinance; and (iii) commencing 4 months prior to the first date of payment of principal of the Series 2017 B Bonds, if not fully funded upon issuance of the Series 2017 B Bonds or otherwise provided for pursuant to a surety bond, for deposit in the Series 2017 B Bonds Reserve Account, an amount equal to 1/120th of the Series 2017 B Bonds Reserve Requirement; provided, that no further payments shall be made into the Series 2017 B Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2017 B Bonds Reserve Requirement.

(4) The Issuer shall next, each month, transfer from the Revenue Fund and deposit in the Operation and Maintenance Fund, an amount sufficient to pay the current Operating Expenses of the Combined Utility System.

(5) The Issuer shall next, from the moneys remaining in the Revenue Fund, on the first day of each month transfer to the Depreciation Fund, an amount equal to 2.5% of the Gross Revenues each month (as previously set forth in the Prior Ordinances and the Series 2017 A Ordinance and not in addition thereto),

exclusive of any payments for account of any Reserve Account. All funds in the Depreciation 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 Depreciation Fund for replacements, emergency repairs, improvements or extensions to the Combined Utility System; provided, that any deficiencies in the Reserve Accounts (except to the extent such deficiency exists because the required payments into such accounts have not, as of the date of determination of a deficiency, funded such accounts to the maximum extent required hereof) shall be promptly eliminated with moneys from the Depreciation Fund.

Moneys in the Series 2017 B Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest, if any, on the Series 2017 B Bonds, as the same shall become due. Moneys in the Series 2017 B Bonds Reserve Account shall be used only for the purpose of paying principal of and interest, if any, on the Series 2017 B Bonds, as the same shall come due, when other moneys in the Series 2017 B Bonds Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on moneys in the Series 2017 B Bonds Sinking Fund and the Series 2017 B Bonds Reserve Account shall be returned, not less than once each year, by the Commission to the Issuer, and such amounts shall, during construction of the Project, be deposited in the Series 2017 B Bonds Construction Trust Fund, and following completion of construction of the Project, shall be deposited in the Revenue Fund and applied in full, first to the next ensuing interest payment, if any, due on the Series 2017 B Bonds, and then to the next ensuing principal payment due thereon.

Any withdrawals from the Series 2017 B Bonds Reserve Account which results in a reduction in the balance therein to below the Series 2017 B Bonds Reserve Requirement shall be subsequently restored from the first Gross Revenues available after all required payments have been made in full in the order set forth above.

As and when additional Bonds ranking on a parity with the Series 2017 B Bonds are issued, provision shall be made for additional payments into the respective sinking fund sufficient to pay the interest, if any, on such additional parity Bonds and accomplish retirement thereof at maturity and to accumulate a balance in the respective reserve account in an amount equal to the requirement thereof.

The Issuer shall not be required to make any further payments into the Series 2017 B Bonds Sinking Fund or the Series 2017 B Bonds Reserve Account, when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the Series 2017 B Bonds issued pursuant to this Bond Legislation then Outstanding and all interest to accrue until the maturity thereof.

Interest, principal or reserve payments, whether made for a deficiency or otherwise, shall be made on a parity and pro rata, with respect to the Prior Bonds, the

Series 2017 A Bonds and the Series 2017 B Bonds, in accordance with the respective principal amounts then Outstanding.

The Commission is hereby designated as the fiscal agent for the administration of the Series 2017 B Bonds Sinking Fund and Series 2017 B Bonds Reserve Account created hereunder, and all amounts required for said accounts shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein. The Issuer shall make the necessary arrangements whereby required payments into said accounts shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

Moneys in the Series 2017 B Bonds Sinking Fund and the Series 2017 B Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 2017 B Bonds Sinking Fund and the Series 2017 B Bonds Reserve Account shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 2017 B Bonds under the conditions and restrictions set forth herein.

B. The Issuer shall on the first day of each month (if such day is not a business day, then the next succeeding business day), deposit with the Commission the required interest, if any, principal and reserve payments with respect to the Series 2017 B Bonds and all such payments shall be remitted to the Commission with appropriate instructions as to the custody, use and application thereof consistent with the provisions of this Bond Legislation.

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

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

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

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

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

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

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

Section 5.04. Municipal Bond Debt Service Reserve Insurance Policy, etc. With the advance written consent of the Authority, the Issuer may, in lieu of funding the Series 2017 B Bonds Reserve Account with cash or Qualified Investments, satisfy the Series 2017 B Bonds Reserve Requirement by obtaining a Municipal Bond Debt Service Reserve Insurance Policy, a reserve account letter of credit, a surety bond, or other credit facility satisfactory to the Authority in an amount equal to the Series 2017 B Bonds Reserve Requirement. The Issuer hereby authorizes the purchase of, or payment of the premium for, a municipal bond debt service reserve insurance policy, a reserve account letter of credit, a surety bond, or other credit facility satisfactory to the Authority, all as set forth in a Supplemental Resolution, and the execution and delivery of any applicable reimbursement agreement or note in such forms as shall be described in a Supplemental Resolution.

ARTICLE VI

BOND PROCEEDS; CONSTRUCTION DISBURSEMENTS

Section 6.01. Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds. From the moneys received from the sale of the Series 2017 B Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 2017 B Bonds, there shall first be deposited with the Commission in the Series 2017 B Bonds Sinking Fund, the amount, if any, set forth in the Supplemental Resolution as capitalized interest.

B. Next, from the proceeds of the Series 2017 B Bonds, the Issuer may purchase a Municipal Bond Debt Service Reserve Insurance Policy to fund the Series

2017 B Bonds Reserve Account as set forth in the Supplemental Resolution, or there shall be deposited with the Commission in the Series 2017 B Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding of the Series 2017 B Bonds Reserve Account.

C. As the Issuer receives advances of the remaining moneys derived from the sale of the Series 2017 B Bonds such moneys shall be deposited with the Depository Bank in the Series 2017 B Bonds Construction Trust Fund and applied solely to payment of the Costs of the Project in the manner set forth in Section 6.02 hereof and until so expended, are hereby pledged as additional security for the Series 2017 B Bonds.

D. After completion of construction of the Project, as certified by the Consulting Engineers, and all costs have been paid, any remaining proceeds of the Series 2017 B Bonds shall be expended as approved by the Council.

Section 6.02. Disbursements From the Series 2017 B Bond Construction Trust Fund. On or before the closing date, the Board shall have delivered to the Authority and the Council a report listing the specific purposes for which the proceeds of the Series 2017 B Bonds will be expended and the disbursement procedures of such proceeds, including an estimated monthly draw schedule. Payments for Costs of the Project shall be made monthly.

The Issuer hereby appoints and designates the Board, and the Authorized Officers thereof, as its agent (i) for the review and approval of all invoices for the Project to be paid from the proceeds of the Series 2017 B Bonds; (ii) to take any and all actions necessary to apply for and obtain a commitment from the IJDC, or any other agency of the State, specifically including, but not limited to, any administrative loan documents required by the Council or any other agency of the State; and (iii) to act on and execute documents on behalf of the Issuer for any and all federal and state actions as they relate to the planning, design, acquisition, construction and/or equipping of the Project.

Except as provided in Section 6.01 hereof, disbursements from the Series 2017 B Bonds Construction Trust Fund shall be made only after submission to, and approval from, the Authority and the Council of a completed and signed "Payment Requisition Form," a form of which is attached to the Loan Agreement, in compliance with the construction schedule.

Pending such application, moneys in the Series 2017 B Bonds Construction Trust Fund shall be invested and reinvested in Qualified Investments at the written direction of the Issuer.

ARTICLE VII

ADDITIONAL COVENANTS OF THE ISSUER

Section 7.01. General Covenants of the Issuer. All the covenants, agreements and provisions of this Bond Legislation shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the Series 2017 B Bonds. In addition to the other covenants, agreements and provisions of this Bond Legislation, the Issuer hereby covenants and agrees with the Holders of the Series 2017 B Bonds as hereinafter provided in this Article VII. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of the Series 2017 B Bonds or the interest, if any, thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 2017 B Bonds shall not be nor constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter limitation, but shall be payable solely from the funds pledged for such payment by this Bond Legislation. No Holder or Holders of the Series 2017 B Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2017 B Bonds or the interest, if any, thereon.

Section 7.03. Series 2017 Bonds Secured by Pledge of Gross Revenues; Lien Position with respect to Prior Bonds. The payment of debt service of the Series 2017 A Bonds and the Series 2017 B Bonds shall be secured by a first lien on the Gross Revenues derived from the Combined Utility System, on a parity with one another and with the lien on the Gross Revenues in favor of the Holders of the Prior Bonds. Such Gross Revenues in an amount sufficient to pay the principal of and interest, if any, on the Series 2017 A Bonds, the Series 2017 B Bonds and the Prior Bonds and to make all other payments provided for in the Bond Legislation are hereby irrevocably pledged to such payments as they become due.

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

So long as the Series 2017 B Bonds are outstanding, the Issuer covenants and agrees to fix and collect rates, fees and other charges for the use of the Combined Utility System and to take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Bond Legislation and in compliance with the Loan Agreement. In the event the schedule of rates, fees and charges initially established for the Combined Utility System in connection with the Series 2017 B Bonds shall prove to be insufficient to produce the required sums set forth in this Bond Legislation and the Loan Agreement, the Issuer hereby covenants and agrees that it will, to the extent or in the

manner authorized by law, immediately adjust and increase such schedule of rates, fees and charges and take all such actions necessary to provide funds sufficient to produce the required sums set forth in this Bond Legislation and the Loan Agreement.

Section 7.05. Sale of the Combined Utility System. So long as the Prior Bonds and/or the Series 2017 A Bonds are outstanding, the Issuer shall not sell, mortgage, lease or otherwise dispose of or encumber the Combined Utility System, or any part thereof, except as provided in the Prior Ordinances and the Series 2017 A Ordinance, respectively. Additionally, so long as the Series 2017 B Bonds are outstanding and except as otherwise required by law or with the written consent of the Authority, the Combined Utility System may not be sold, mortgaged, leased or otherwise disposed of, except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to fully pay all the Bonds Outstanding, in accordance with Article X hereof. The proceeds from any such sale, mortgage, lease or other disposition of the Combined Utility System shall, with respect to the Series 2017 B Bonds, immediately be remitted to the Commission for deposit in the Series 2017 B Bonds Sinking Fund, and, with the written permission of the Authority, or in the event the Authority is no longer a Bondholder, the Issuer shall direct the Commission to apply such proceeds to the payment of principal of and interest, if any, on the Series 2017 B Bonds. Any balance remaining after the payment of the Series 2017 B Bonds and interest, if any, thereon shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the Combined Utility System.

The foregoing provision notwithstanding, the Board shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the Combined Utility 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 $1,000,000, the Board shall, by resolution, determine that such property comprising a part of the Combined Utility 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 Revenue 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 $1,000,000 but not in excess of $5,000,000, the Board shall first, determine, that such property comprising a part of the Combined Utility System is no longer necessary, useful or profitable in the operation thereof and may then, if it be so advised, by resolution duly adopted, authorize such sale, lease or other disposition of such property upon public bidding. The proceeds of any such sale shall be deposited in the Depreciation Fund. The payment of such proceeds into the Depreciation Fund shall not reduce the amount required to be paid into such account by other provisions of this Bond Legislation.

No sale, lease or other disposition of the properties of the Combined Utility System shall be made by the Board 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 $5,000,000 and insufficient to pay all Bonds then Outstanding, without the prior approval and consent in writing of the Holders, or their duly authorized representatives, of the Bonds then Outstanding. The Issuer shall prepare the form of such approval and consent for execution by the then Holders of the Bonds for the disposition of the proceeds of the sale, lease or other disposition of such properties of the Combined Utility System.

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided for in Section 7.06 and Section 7.07 hereof, the Issuer shall not issue any other obligations whatsoever payable from the revenues of the Combined Utility System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Series 2017 A Bonds, the Series 2017 B Bonds and the Prior Bonds. All obligations issued by the Issuer after the issuance of the Series 2017 B Bonds and payable from the revenues of the Combined Utility System, except such Additional Parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on and source of and security for payment from such revenues and in all other respects, to the Series 2017 B Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into all funds and accounts established by this Bond Legislation have been made and are current at the time of the issuance of such subordinate obligations.

Except as provided above, the Issuer shall not create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or any other charge having priority over or being on a parity with the lien of the Series 2017 B Bonds, and the interest, if any, thereon, upon any of the income and revenues of the Combined Utility System pledged for payment of the Series 2017 B Bonds and the interest, if any, thereon in this Bond Legislation, or upon the Combined Utility System or any part thereof.

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

Section 7.07. Parity Bonds. So long as the Prior Bonds and/or the Series 2017 A Bonds are outstanding, the limitations on the issuance of parity obligations set forth in the Prior Ordinances and the Series 2017 A Ordinance, respectively, shall be applicable. In addition, no Parity Bonds, payable out of the Gross Revenues of the Combined Utility System, shall be issued after the issuance of the Series 2017 B Bonds pursuant to this Bond Legislation, without the prior written consent of the Authority and without complying with the conditions and requirements herein provided (unless less restrictive than the provisions of the Prior Ordinances or the Series 2017 A Ordinance.

All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 2017 B Bonds.

No such Parity Bonds shall be issued except for the purpose of financing the costs of design, acquisition or construction of extensions, additions, improvements or betterments to the Combined Utility System or refunding any outstanding Bonds, or both such purposes.

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

1. The Bonds then Outstanding;

2. Any Parity Bonds theretofore issued pursuant to the provisions contained in this Bond Legislation then Outstanding; and

3. The Parity Bonds then proposed to be issued.

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

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

All covenants and other provisions of this Bond Legislation (except as to details of such Parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the Holders of the Bonds and the Holders of any Parity Bonds theretofore or subsequently issued from time to time within the limitations of and in compliance with this section. All Bonds (with the exception of the Series 2016 B-2 Bonds), regardless of the time or times of their issuance, shall rank equally with respect to

their lien on the Gross Revenues of the Combined Utility System, and their source of and security for payment from the Gross Revenues, without preference of any Bond over any other. The Issuer shall comply fully with all the increased payments into the various funds and accounts created in this Bond Legislation required for and on account of such Parity Bonds, in addition to the payments required for Bonds theretofore issued pursuant to this Bond Legislation.

Parity Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on the revenues of the Combined Utility System is subject to the prior and superior lien of the Series 2017 B Bonds on such revenues. The Issuer shall not issue any obligations whatsoever payable from revenues of the Combined Utility System, or any part thereof, which rank prior to or, except in the manner and under the conditions provided in this section, equally, as to lien on and source of and security for payment from such revenues, with the Series 2017 B Bonds.

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

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

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

The Board will keep books and records of the Combined Utility 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 Combined Utility System, and any Holder of a Bond or Bonds issued pursuant to this Bond Legislation shall have the right at all reasonable times to inspect the Combined Utility System and all parts thereof and all records, accounts and data of the Issuer relating thereto.

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

The Board shall file with the Authority and the Council, or any other original purchaser of the Series 2017 B Bonds, and shall mail in each year to any Holder or Holders of the Series 2017 B 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 Combined Utility System.

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

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

The Board shall also, at least once a year, cause the books, records and accounts of the Combined Utility System to be audited by Independent Certified Public Accountant (and to the extent legally required, in compliance with the applicable OMB Circular, or any successor thereof, and the Single Audit Act, or any successor thereof), and shall mail upon request, and make available generally, the report of the Independent Certified Public Accountant, or a summary thereof, to any Holder or Holders of the Series 2017 B Bonds and shall submit said report to the Authority and the Council, or any other original purchaser of the Series 2017 B Bonds. Such audit report submitted to the Authority and the Council shall include a statement that notes whether the results of tests disclosed instances of noncompliance that are required to be reported under government auditing standards and, if there are, describes the instances of noncompliance and the audited financial statements shall include a statement that notes whether the revenues of the Combined Utility System are adequate to meet the Issuer's Operating Expenses and debt service and reserve requirements.

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

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

Section 7.09. Rates. Prior to the issuance of the Series 2017 B Bonds, equitable rates or charges for the use of and service rendered by the Combined Utility System shall be established all in the manner and form required by law, and copies of such rates and charges so established will be continuously on file with the City Clerk, which copies will be open to inspection by all interested parties. The schedule of rates and charges shall at all times be adequate to produce Gross Revenues from the Combined Utility System sufficient to pay Operating Expenses and to make the prescribed payments into the funds created hereunder. Such schedule of rates and charges shall be changed and readjusted whenever necessary so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant, with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Issuer hereby covenants and agrees that the schedule of rates or charges from time to time in effect shall be sufficient, together with other revenues of the Combined Utility System (i) to provide for all Operating Expenses of the Combined Utility System, and (ii) to leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2017 B Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2017 B Bonds, including the Series 2017 A Bonds and the Prior Bonds; provided, that in the event that amounts equal to or in excess of the reserve requirements are on deposit in the Series 2017 B Bonds Reserve Account, and any reserve accounts for obligations on a parity with the Series 2017 B Bonds are funded at least at the requirement therefor, such balance each year need only equal at least 110% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2017 B Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2017 B Bonds, including the Series 2017 A Bonds and the Prior Bonds.

Section 7.10. Operating Budget and Monthly Financial Report. The Board shall annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by resolution a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the Combined Utility System during the succeeding Fiscal Year and shall submit a copy of such budget to the Authority and the Council within 30 days of adoption thereof.

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

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

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

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

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

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

Section 7.13. Enforcement of Collections. The Board will diligently enforce and collect all fees, rentals or other charges for the services and facilities of the Combined Utility System, and take all steps, actions and proceedings for the enforcement and collection of such fees, rentals or other charges which shall become delinquent to the full extent

permitted or authorized by the Act, the rules and regulations of the Public Service Commission of West Virginia and other laws of the State of West Virginia.

Whenever any fees, rates, rentals or other charges for the services and facilities of the Combined Utility System shall remain unpaid for a period of 20 days after the same shall become due and payable, the user of the services and facilities shall be delinquent until such time as all such rates and charges are fully paid. To the extent authorized by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, rates, rentals and other charges, if not paid, when due, shall become a lien on the premises served by the Combined Utility System. The Issuer further covenants and agrees that, it will, to the full extent permitted by law and the rules and regulations promulgated by the Public Service Commission of West Virginia, discontinue and shut off the services of the stormwater portion of the Combined Utility System and any services and facilities of the waterworks portion of the Combined Utility System, to all users of the services of the stormwater system delinquent in payment of charges for the services of the stormwater system and will not restore such services of either the waterworks system or the stormwater system until all delinquent charges for the services of the stormwater system, plus reasonable interest and penalty charges for the restoration of service, have been fully paid and shall take all further actions to enforce collections to the maximum extent permitted by law. If the waterworks facilities are not owned by the Issuer, the Issuer shall use diligent efforts to enter into a termination agreement with the provider of such water services, subject to any required approval of such agreements by the Public Service Commission of West Virginia.

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

Section 7.15. Insurance and Construction Bonds. A. The Board hereby covenants and agrees that so long as the Series 2017 B Bonds remain Outstanding, the Board will, as an Operating Expense, procure, carry and maintain insurance with a reputable insurance carrier or carriers as is customarily covered with respect to works and properties similar to the Combined Utility System. Such insurance shall initially cover the following risks and be in the following amounts:

(1) FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the Combined Utility System in

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

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

(3) WORKERS' COMPENSATION COVERAGE FOR ALL EMPLOYEES OF OR FOR THE COMBINED UTILITY SYSTEM ELIGIBLE THEREFOR; AND PERFORMANCE AND PAYMENT OR COMPLETION BONDS, such bonds to be in the amounts of not less than 100% of the amount of any construction contract and to be required of each contractor dealing directly with the Board and such payment bonds will be filed with the Clerk of the County Commission of the County in which such work is to be performed prior to commencement of construction of any additions, extensions or improvements for the Combined Utility System in compliance with West Virginia Code, Section 38-2-39.

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

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

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

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

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

Section 7.16. Mandatory Use. The mandatory use of the sanitary sewer facilities of the Combined Utility System is essential and necessary for the protection and preservation of the public health, comfort, safety, convenience and welfare of the inhabitants and residents of, and the economy of, the Issuer. Accordingly, to the extent permitted by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, every owner, tenant or occupant of any real property located near the sanitary sewer portion of the Combined Utility System, and where sanitary sewer from real property affects or drains into the sanitary sewer portion of the Combined Utility System, shall be deemed to be a user served by the sanitary sewer portion of the Combined Utility System and it is declared that the mandatory use of the sanitary sewer portion of the Combined Utility System by such real property owner is necessary and essential for the health and welfare of the inhabitants and residents of the Issuer and the State. To the extent permitted by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, every such owner, tenant or occupant shall, after a 30-day notice of the availability of the sanitary sewer portion of the Combined Utility System, pay the rates and charges established therefor.

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

The Board has obtained all permits required by state and federal laws for the acquisition and construction of the Project, all orders and approvals from regulatory agencies necessary for the design, acquisition, construction and equipping of the Project and the operation of the Combined Utility System and all approvals for issuance of the Series 2017 B Bonds required by state law, with all requisite appeal periods having expired without successful appeal and the Issuer shall supply an opinion of counsel to such effect.

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

The Issuer and the Board shall also comply with all applicable laws, rules and regulations issued by the Authority and the Council or other state, federal or local bodies in regard to the design, acquisition, construction and equipping of the Project and the operation, maintenance and use of the Combined Utility System.

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

Section 7.19. RESERVED.

Section 7.20. Securities Laws Compliance. The Issuer shall provide the Authority and the Council, 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 and the Council may comply with the provisions of SEC Rule 15c2-12 (17 CFR Part 240).

Section 7.21. Contracts; Change Orders; Public Releases. A. The Issuer shall, simultaneously with the delivery of the Series 2017 B Bonds or immediately thereafter, enter into written contracts for the immediate acquisition or construction of the Project.

B. The Issuer shall submit all proposed change orders to the Council for written approval. The Issuer shall obtain the written approval of the Council before expending any proceeds of the Series 2017 B Bonds held in "contingency" as set forth in the schedule attached to the Certificate of the Consulting Engineer. The Issuer shall also obtain the written approval of the Council before expending any proceeds of the Series 2017 B Bonds made available due to bid or construction or project underruns.

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

Section 7.22. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2017 A Bonds and the Series 2017 B Bonds, a statutory mortgage lien upon the Combined Utility System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding, shall take effect immediately upon delivery of the Series 2017 A Bonds and the Series 2017 B Bonds, and shall be on a parity with the statutory mortgage lien in favor of the Holders of the Prior Bonds and among the Holders of the Series 2017 A Bonds and the Holders of the Series 2017 B Bonds.

ARTICLE VIII

INVESTMENT OF FUNDS

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

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

The Depository Bank shall keep complete and accurate records of all funds, accounts and investments, and shall distribute to the Issuer, at least once each year, or more often as reasonably requested by the Issuer, a summary of such funds, accounts and investment earnings. The Issuer shall retain all such records and any additional records with respect to such funds, accounts and investment earnings so long as any of the Series 2017 B Bonds are Outstanding and as long thereafter as necessary to assure the exclusion of

interest, if any, on the Series 2017 B Bonds from gross income for federal income tax purposes.

Section 8.02. Covenants as to Use of Proceeds. The Issuer covenants (i) to comply with the Code and all Regulations from time to time in effect and applicable to the Series 2017 B Bonds as may be necessary in order to maintain the status of the Series 2017 B Bonds as governmental bonds; (ii) that it shall not take, or permit or suffer to be taken, any action with respect to the Issuer's use of the proceeds of the Series 2017 B Bonds which would cause any bonds, the interest on which is exempt from federal income taxation under Section 103(a) of the Code, issued by the Authority or the Council, as the case may be, from which the proceeds of the Series 2017 B Bonds are derived, to lose their status as tax-exempt bonds; and to take such action, or refrain from taking such action, as shall be deemed necessary by the Issuer, or requested by the Authority or the Council, to ensure compliance with the covenants and agreements set forth in this Section, regardless of whether such actions may be contrary to any of the provisions of this Ordinance.

The Issuer shall annually furnish to the Authority, information with respect to the Issuer's use of the proceeds of the Series 2017 B Bonds and any additional information requested by the Authority.

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.01. Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Series 2017 B Bonds:

(1) If default occurs in the due and punctual payment of the principal of or interest, if any, on any Series 2017 B Bonds; or

(2) If default occurs in the Issuer's observance of any of the covenants, agreements or conditions on its part relating to the Series 2017 B Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 2017 B Bonds, and such default shall have continued for a period of 30 days after the Issuer shall have been given written notice of such default by the Commission, the Depository Bank, the Registrar, the Paying Agent or any other Paying Agent or a Holder of a Bond; or

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

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

(5) If default occurs with respect to the Series 2017 A Bonds or the Series 2017 A Ordinance.

Section 9.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner of a Bond may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his or her rights and, in particular, (i) bring suit for any unpaid principal or interest then due, (ii) by mandamus or other appropriate proceeding enforce all rights of such Registered Owners including the right to require the Issuer to perform its duties under the Act and the Bond Legislation relating thereto, including but not limited to the making and collection of sufficient rates or charges for services rendered by the Combined Utility System, (iii) bring suit upon the Bonds; (iv) by action at law or bill in equity require the Issuer to account as if it were the trustee of an express trust for the Registered Owners of the Bonds, and (v) by action or bill in equity enjoin any acts in violation of the Bond Legislation with respect to the Bonds, or the rights of such Registered Owners; provided, however, that all rights and remedies of the Holders of the Series 2017 A Bonds and the Series 2017 B Bonds shall be on a parity with on another and with those of the Holders of the Prior Bonds.

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

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

Whenever all that is due upon the Bonds and interest thereon and under any covenants of this Bond Legislation for reserve, sinking or other funds and upon any other obligations and interest thereon having a charge, lien or encumbrance upon the revenues of the Combined Utility System shall have been paid and made good, and all defaults under the provisions of this Bond Legislation shall have been cured and made

good, possession of the Combined Utility System shall be surrendered to the Issuer upon the entry of an order of the court to that effect. Upon any subsequent default, any Registered Owner of any Bonds shall have the same right to secure the further appointment of a receiver upon any such subsequent default.

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

Any receiver appointed as provided herein shall hold and operate the Combined Utility 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 Combined Utility System, but the authority of such receiver shall be limited to the completion of the Project and the possession, operation and maintenance of the Combined Utility System for the sole purpose of the protection of both the Issuer and Registered Owners of such Bonds and the curing and making good of any Event of Default with respect thereto under the provisions of this Bond Legislation, and the title to and ownership of said Combined Utility 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 Combined Utility System.

ARTICLE X

PAYMENT OF BONDS

Section 10.01. Payment of Bonds. If the Issuer shall pay or there shall otherwise be paid to the Holders of the Series 2017 B Bonds, the principal of and interest, if any, due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then the pledge of Gross Revenues and other moneys and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 2017 B Bonds shall thereupon cease, terminate and become void and be discharged and satisfied, except as may otherwise be necessary to assure the exclusion of interest, if any, on the Series 2017 B Bonds from gross income for federal income tax purposes, if applicable.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to the issuance of the Series 2017 B Bonds, this Ordinance may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2017 B Bonds, no material modification or amendment of this Ordinance, or of any ordinance, resolution or order amendatory or supplemental hereto, that would materially and adversely affect the rights of Registered Owners of the Series 2017 B Bonds shall be made without the consent in writing of the Registered Owners of the Series 2017 B Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of any Bond or Bonds or the rate of interest thereon, or in the principal amount thereof, or affecting the unconditional promise of the Issuer to pay such principal and interest out of the funds herein pledged therefor without the consent of the Registered Owner thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of the Series 2017 B Bonds required for consent to the above-permitted amendments or modifications. Notwithstanding the foregoing, this Bond Legislation may be amended without the consent of any Bondholder as may be necessary to assure compliance with Section 148(f) of the Code relating to rebate requirements or otherwise as may be necessary to assure the excludability of interest on the Series 2017 B Bonds from gross income of the holders thereof, if applicable.

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

Section 11.03. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Ordinance should be held invalid by any court of competent jurisdiction, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance, the Supplemental Resolution or the Series 2017 B Bonds.

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

Section 11.05. Conflicting Provisions Repealed; Prior Ordinances. All ordinances, orders or resolutions and or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed; provided, that in the event of any conflict between this Ordinance and the Prior Ordinances and Series 2017 A Ordinance, the Prior Ordinances and/or Series 2017 A Ordinance shall control (unless less restrictive), so long as the Prior Bonds and/or Series 2017 A Bonds are outstanding.

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

Section 11.07. Appointment. The Issuer does hereby appoint, designate and approve the hiring of Steptoe & Johnson PLLC, Morgantown, West Virginia, as bond counsel and disclosure counsel to the Issuer and the Board in connection with the issuance by the Issuer of the Series 2017 B Bonds.

Section 11.08. Statutory Notice and Public Hearing. Upon adoption hereof, an abstract of this Ordinance determined by the Governing Body to contain sufficient information as to give notice of the contents hereof shall be published once a week for 2 successive weeks within a period of fourteen consecutive days, with at least 6 full days intervening between each publication, in the *Dominion Post*, a newspaper published and of general circulation in The City of Morgantown, together with a notice stating that this Ordinance has been adopted and that the Issuer contemplates the issuance of the Series 2017 B Bonds, and that any person interested may appear before the Governing Body upon a date certain, not less than ten days subsequent to the date of the first publication of such abstract of this Ordinance and notice, and present protests, and that a certified copy of this Ordinance is on file with the Governing Body for review by interested persons during office hours of the Governing Body. At such hearing, all objections and suggestions shall be heard and the Governing Body shall take such action as it shall deem proper in the premises.

[Remainder of page intentionally left blank]

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

Passed on First Reading: December 6, 2016

Passed on Second Reading: December 20, 2016

Passed on Final Reading
Following Public Hearing: January 3, 2017

THE CITY OF MORGANTOWN

By: _____
Mayor

627490.00049

CERTIFICATION

Certified a true copy of an Ordinance duly enacted by the Council of THE CITY OF MORGANTOWN on the 3rd day of January 2017.

[SEAL]

_____

City Clerk

THE CITY OF MORGANTOWN
COMBINED UTILITY SYSTEM REVENUE BONDS, SERIES 2017 B
(WEST VIRGINIA INFRASTRUCTURE FUND)

BOND ORDINANCE

ARTICLE I
STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

Section 1.01. Authority for this Ordinance.
Section 1.02. Findings.
Section 1.03. Bond Legislation Constitutes Contract.
Section 1.04. Definitions.

ARTICLE II
AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT

Section 2.01. Authorization of Acquisition and Construction of the Project.

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

Section 3.01. Authorization of Bonds.
Section 3.02. Terms of Bonds.
Section 3.03. Execution of Bonds.
Section 3.04. Authentication and Registration.
Section 3.05. Negotiability, Transfer and Registration
Section 3.06. Bonds Mutilated, Destroyed, Stolen or Lost.
Section 3.07. Bonds not to be Indebtedness of the Issuer.
Section 3.08. Bonds Secured by Pledge of Gross Revenues; Lien Position with respect to Prior Bonds.
Section 3.09. Delivery of Bonds.
Section 3.10. Form of Bonds.
Section 3.11. Sale of Bonds; Approval and Ratification of Execution of Bond Purchase Agreement.
Section 3.12. Filing of Amended Schedule.

ARTICLE IV
[RESERVED]

ARTICLE V
FUNDS AND ACCOUNTS; COMBINED UTILITY SYSTEM REVENUES AND APPLICATION THEREOF

Section 5.01. Establishment of Funds and Accounts with Depository Bank.
Section 5.02. Establishment of Funds and Accounts with Commission.
Section 5.03. Combined Utility System Revenues; Flow of Funds.
Section 5.04. Municipal Bond Debt Service Reserve Insurance Policy, etc.

ARTICLE VI
BOND PROCEEDS; CONSTRUCTION DISBURSEMENTS

Section 6.01. Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds
Section 6.02. Disbursements from the Series 2017 B Bond Construction Trust Fund.

ARTICLE VII
ADDITIONAL COVENANTS OF THE ISSUER

Section 7.01. General Covenants of the Issuer.
Section 7.02. Bonds not to be Indebtedness of the Issuer.
Section 7.03. Bonds Secured by Pledge of Gross Revenues; Lien Position with respect to Prior Bonds.
Section 7.04. Rates and Charges.
Section 7.05. Sale of the Combined Utility System.
Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances.
Section 7.07. Parity Bonds.
Section 7.08. Books; Records and Audit.
Section 7.09. Rates.
Section 7.10. Operating Budget and Monthly Financial Report.
Section 7.11. Engineering Services and Operating Personnel.
Section 7.12. No Competing Franchise.
Section 7.13. Enforcement of Collections.
Section 7.14. No Free Services.
Section 7.15. Insurance and Construction Bonds.
Section 7.16. Mandatory Use.
Section 7.17. Completion of Project; Permits and Orders.
Section 7.18. Compliance with Loan Agreement and Law.
Section 7.19. RESERVED.
Section 7.20. Securities Laws Compliance.
Section 7.21. Contracts; Change Orders; Public Releases.
Section 7.22. Statutory Mortgage Lien.

ARTICLE VIII
INVESTMENT OF FUNDS

Section 8.01. Investments.
Section 8.02. Covenants as to Use of Proceeds

ARTICLE IX
DEFAULT AND REMEDIES

Section 9.01. Events of Default.
Section 9.02. Remedies
Section 9.03. Appointment of Receiver.

ARTICLE X
PAYMENT OF BONDS

Section 10.01. Payment of Bonds.

ARTICLE XI
MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation.
Section 11.02. Bond Legislation Constitutes Contract.
Section 11.03. Severability of Invalid Provisions.
Section 11.04. Headings, Etc.
Section 11.05. Conflicting Provisions Repealed; Prior Ordinances.
Section 11.06. Covenant of Due Procedure, Etc.
Section 11.07. Appointment.
Section 11.08. Statutory Notice and Public Hearing.
Section 11.09. Effective Date.
SIGNATURES
CERTIFICATION

RIGHT-OF-WAY AND EASEMENT AGREEMENT

THIS RIGHT-OF-WAY AND EASEMENT AGREEMENT, made and executed this ____ day of _____, 2016, by and between the City of Morgantown, West Virginia, party of the first part, Grantor, and the City of Morgantown, West Virginia, a municipal corporation, acting by and through the Morgantown Utility Board, hereinafter sometimes referred to as the "Board," party of the second part, Grantee,

WITNESSETH: That for and in consideration of the sum of $1.00 and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said party of the first part, Grantor, does hereby grant and convey, with covenants of General Warranty, unto the said party of the second part, Grantee, and to its successors or assigns, a right-of-way and easement to construct, lay, operate, maintain, remove, reconstruct, replace, or repair pipelines for the carrying and transporting of raw water in, on, under, over, and through a certain tract and parcel of land situate in Morgantown Taxing District, Tax Map 48A, Parcel 4, Monongalia County, West Virginia, and which said tract and parcel of land is further described in a deed recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book No. 678 at Page 631, to which said deed reference is hereby made for all pertinent purposes.

The location of said right-of-way and easement proposed upon said property is as follows:

±890-foot water line easement; all as depicted and further described in Exhibit "A", attached and incorporated herein.

It is covenanted and agreed between the parties hereto that the Board shall have a centerline right-of-way and easement on said property twenty (20) feet in width, as constructed, and an easement(s) approximately perpendicular to the installed main line in order to emplace necessary service line(s) between the main and the served parcel, in order to facilitate water service. It is further covenanted and agreed that the Board shall properly backfill and restore to ground level, insofar as is practicable, any ditch opened on said right-of-way and easement upon the completion of any construction work performed thereon.

The said Grantor further grants and conveys unto said Grantee, its successors or assigns, the right of ingress, egress, and regress, to and from said right-of-way and easement for all proper purposes and at all reasonable times and a temporary construction right-of-way and easement of such

width as is reasonable and necessary to carry out the construction, repair, or replacement of all or part of the above-described water lines. The said Grantor does also grant and convey unto the said Grantee, its successors or assigns, the right to use said right-of-way and easement herein granted, along the course of the proposed water line, for the further purpose of transporting pipe, fittings, machinery, and equipment to and from neighboring lands, in and about the construction, operation, maintenance, removal, and replacement of the sanitary water pipeline or lines proposed to be laid on said right-of-way and easement.

The said Grantor, their heirs or assigns, shall use and enjoy the premises of said right-of-way and easement, except for the purposes hereinabove granted to the said Grantee, its successors or assigns, except that the said Grantor covenants and agrees not to erect any structure or place any object upon the right-of-way and easement hereby conveyed which would in any way interfere with the use and occupancy of said right-of-way and easement by the said Grantee, its successors or assigns, for the purposes hereinabove stated. Grantor further covenants and agrees not to change the contour or grade of the surface of the land upon which the above-described right-of-way and easement is located without first obtaining written permission to do so from Grantee, its successors or assigns.

The Grantor does grant and convey said right-of-way and easement to the Grantee, its successors or assigns, upon the following terms and conditions: **NONE**

This Agreement shall be binding upon the parties hereto, their personal representatives, heirs, successors or assigns.

DECLARATION OF CONSIDERATION OR VALUE

The undersigned hereby declare:

That the conveyance made in the document to which this declaration is appended is exempt from taxation under the provisions of Chapter 11, Article 22, of the Code of West Virginia, for the reason that it is a conveyance made to a political subdivision of the State of West Virginia. ***(Without Consideration).***

IN WITNESS WHEREOF, the City of Morgantown, has caused its name to be hereunto subscribed by Glen Kelly, its Interim City Manager, by authority duly given, and the said Morgantown Utility Board, acting for and on behalf of the City of Morgantown, a municipal corporation, has caused its name to be hereunto subscribed by Timothy L. Ball, P.E., General Manager, by authority duly given.

WITNESS the following signatures:

MORGANTOWN UTILITY BOARD

By: _____
Timothy L. Ball, P.E.
General Manager

On behalf of the
CITY OF MORGANTOWN

By: _____
Glen Kelly
Interim City Manager

STATE OF WEST VIRGINIA,

COUNTY OF MONONGALIA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Glen Kelly, Interim City Manager, acting for and on behalf of the City of Morgantown.

My commission expires: _____.

_____
Notary Public in and for the
State of West Virginia

STATE OF WEST VIRGINIA,

COUNTY OF MONONGALIA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Timothy L. Ball, P.E., General Manager of the Morgantown Utility Board, acting for and on behalf of the City of Morgantown, a municipal corporation.

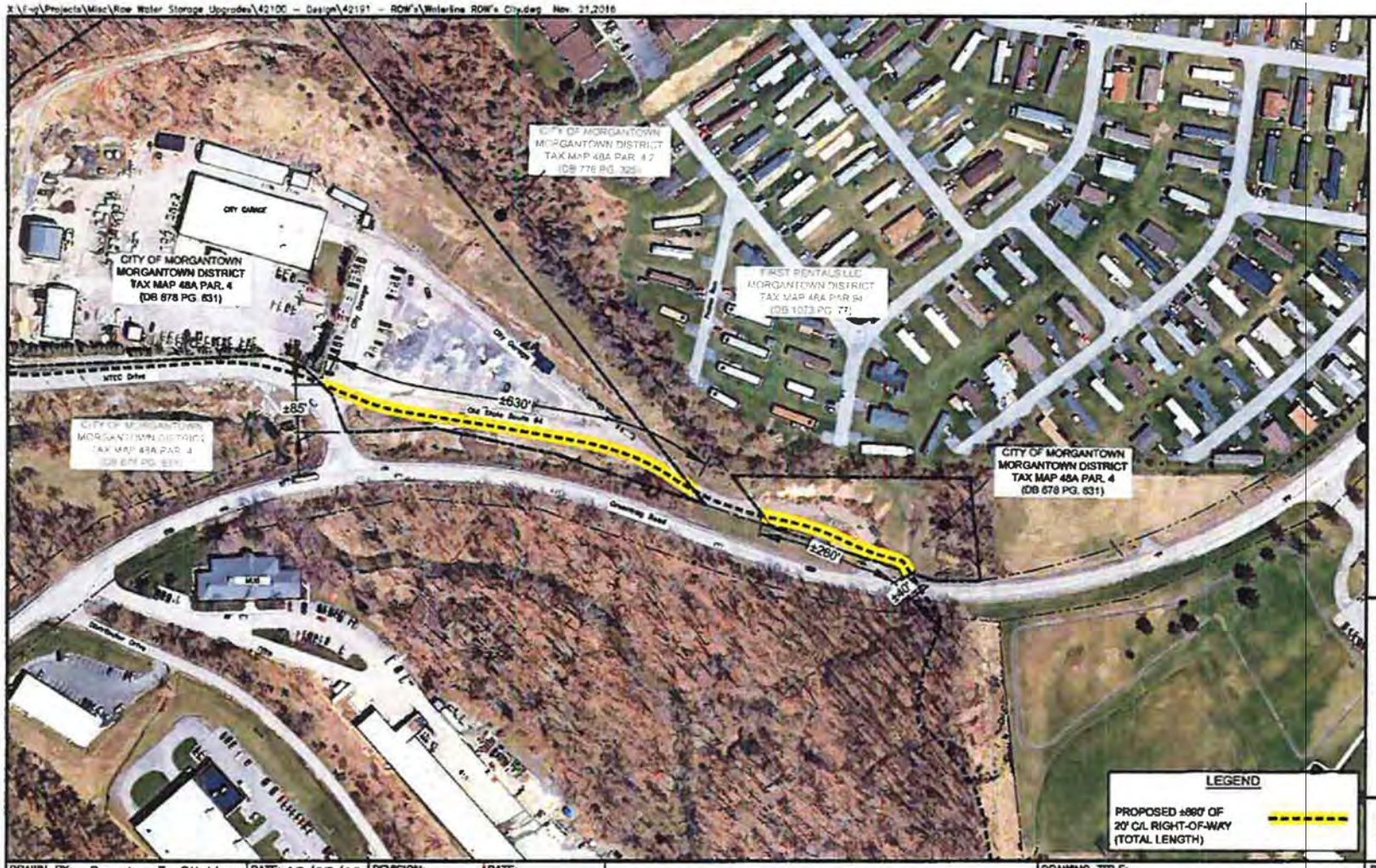
My commission expires: _____.

_____
Notary Public in and for the
State of West Virginia

This instrument prepared by:

Morgantown Utility Board
278 Greenbag Road
P.O. Box 852
Morgantown, WV 26507-0852

X:\E-g\Projects\Misc\Raw Water Storage Upgrades\42100 - Design\42191 - ROW's\Waterline ROW's City.dwg Nov. 21,2016



"I certify that I am engaged in surveying exclusively for the Morgantown Utility Board, a political subdivision of the State of West Virginia, and believe I am exempt from regulations and licensing under West Virginia Code 30-13A-3."

Christopher L. Linger

This Exhibit is not intended to be a property survey. It is intended to be used for information purposes only.

DRAWN BY: Brandon T. Stickley	DATE: 07/07/16	REVISION:	DATE:
DESIGN BY: Cory T. Jones	DATE: 07/07/16		
CHECKED BY:	DATE:		
APPROVED BY:	DATE:		
SCALE: 1" = 200'			

EXHIBIT "A"

MORGANTOWN • UTILITY • BOARD

DRAWING TITLE: Proposed C/L Right-of-way From The City of Morgantown To The Morgantown Utility Board.

PROJECT NUMBER: AW-2209

DRAWING NUMBER: ----

SHT. 1 OF 1

RIGHT-OF-WAY AND EASEMENT AGREEMENT

THIS RIGHT-OF-WAY AND EASEMENT AGREEMENT, made and executed this ____ day of _____, 2016, by and between the City of Morgantown, West Virginia, party of the first part, Grantor, and the City of Morgantown, West Virginia, a municipal corporation, acting by and through the Morgantown Utility Board, hereinafter sometimes referred to as the "Board," party of the second part, Grantee,

WITNESSETH: That for and in consideration of the sum of $1.00 and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said party of the first part, Grantor, does hereby grant and convey, with covenants of General Warranty, unto the said party of the second part, Grantee, and to its successors or assigns, a right-of-way and easement to construct, lay, operate, maintain, remove, reconstruct, replace, or repair pipelines for the carrying and transporting of raw water in, on, under, over, and through a certain tract and parcel of land situate in Morgantown Taxing District, Tax Map 48, Parcel 41, Monongalia County, West Virginia, and which said tract and parcel of land is further described in a deed recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book No. 740 at Page 209, to which said deed reference is hereby made for all pertinent purposes.

The location of said right-of-way and easement proposed upon said property is as follows:

> **±935-foot water line easement; all as depicted and further described in Exhibit "A", attached and incorporated herein.**

It is covenanted and agreed between the parties hereto that the Board shall have a centerline right-of-way and easement on said property twenty (20) feet in width, as constructed, and an easement(s) approximately perpendicular to the installed main line in order to emplace necessary service line(s) between the main and the served parcel, in order to facilitate water service. It is further covenanted and agreed that the Board shall properly backfill and restore to ground level, insofar as is practicable, any ditch opened on said right-of-way and easement upon the completion of any construction work performed thereon.

The said Grantor further grants and conveys unto said Grantee, its successors or assigns, the right of ingress, egress, and regress, to and from said right-of-way and easement for all proper purposes and at all reasonable times and a temporary construction right-of-way and easement of such

width as is reasonable and necessary to carry out the construction, repair, or replacement of all or part of the above-described water lines. The said Grantor does also grant and convey unto the said Grantee, its successors or assigns, the right to use said right-of-way and easement herein granted, along the course of the proposed water line, for the further purpose of transporting pipe, fittings, machinery, and equipment to and from neighboring lands, in and about the construction, operation, maintenance, removal, and replacement of the sanitary water pipeline or lines proposed to be laid on said right-of-way and easement.

The said Grantor, their heirs or assigns, shall use and enjoy the premises of said right-of-way and easement, except for the purposes hereinabove granted to the said Grantee, its successors or assigns, except that the said Grantor covenants and agrees not to erect any structure or place any object upon the right-of-way and easement hereby conveyed which would in any way interfere with the use and occupancy of said right-of-way and easement by the said Grantee, its successors or assigns, for the purposes hereinabove stated. Grantor further covenants and agrees not to change the contour or grade of the surface of the land upon which the above-described right-of-way and easement is located without first obtaining written permission to do so from Grantee, its successors or assigns.

The Grantor does grant and convey said right-of-way and easement to the Grantee, its successors or assigns, upon the following terms and conditions: **NONE**

This Agreement shall be binding upon the parties hereto, their personal representatives, heirs, successors or assigns.

DECLARATION OF CONSIDERATION OR VALUE

The undersigned hereby declare:

That the conveyance made in the document to which this declaration is appended is exempt from taxation under the provisions of Chapter 11, Article 22, of the Code of West Virginia, for the reason that it is a conveyance made to a political subdivision of the State of West Virginia. ***(Without Consideration).***

IN WITNESS WHEREOF, the City of Morgantown, has caused its name to be hereunto subscribed by Glen Kelly, its Interim City Manager, by authority duly given, and the said Morgantown Utility Board, acting for and on behalf of the City of Morgantown, a municipal corporation, has caused its name to be hereunto subscribed by Timothy L. Ball, P.E., General Manager, by authority duly given.

WITNESS the following signatures:

MORGANTOWN UTILITY BOARD

By: _____
Timothy L. Ball, P.E.
General Manager

On behalf of the
CITY OF MORGANTOWN

By: _____
Glen Kelly
Interim City Manager

STATE OF WEST VIRGINIA,
COUNTY OF MONONGALIA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Glen Kelly, Interim City Manager, acting for and on behalf of the City of Morgantown.

My commission expires: _____.

_____
Notary Public in and for the
State of West Virginia

STATE OF WEST VIRGINIA,
COUNTY OF MONONGALIA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Timothy L. Ball, P.E., General Manager of the Morgantown Utility Board, acting for and on behalf of the City of Morgantown, a municipal corporation.

My commission expires: _____.

_____
Notary Public in and for the
State of West Virginia

This instrument prepared by:

Morgantown Utility Board
278 Greenbag Road
P.O. Box 852
Morgantown, WV 26507-0852

X:\Eng\Projects\Misc\Raw Water Storage Upgrades\42100 - Design\42191 - ROW's\Waterline ROW's City.dwg Nov. 21,2016

"I certify that I am engaged in surveying exclusively for the Morgantown Utility Board, a political subdivision of the State of West Virginia, and believe I am exempt from regulations and licensing under West Virginia Code 30-13A-5."

Christopher L. Linger

This Exhibit is not intended to be a property survey. It is intended to be used for information purposes only.

DRAWN BY: Brandon T. Stickley	DATE: 07/07/16	REVISION:	DATE:	MORGANTOWN • UTILITY • BOARD	DRAWING TITLE:	PROJECT NUMBER	DRAWING NUMBER
DESIGN BY: Cory T. Jones	DATE: 07/07/16	EXHIBIT "A"			Proposed C/L Right-of-way From The City of Morgantown To The Morgantown Utility Board.	AW-2209	----
CHECKED BY:	DATE:						
APPROVED BY:	DATE:						SHT. 1 OF 2
SCALE: 1" = 200'							

RIGHT-OF-WAY AND EASEMENT AGREEMENT

THIS RIGHT-OF-WAY AND EASEMENT AGREEMENT, made and executed this ____ day of _____, 2016, by and between the City of Morgantown, West Virginia, party of the first part, Grantor, and the City of Morgantown, West Virginia, a municipal corporation, acting by and through the Morgantown Utility Board, hereinafter sometimes referred to as the "Board," party of the second part, Grantee,

WITNESSETH: That for and in consideration of the sum of $1.00 and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said party of the first part, Grantor, does hereby grant and convey, with covenants of General Warranty, unto the said party of the second part, Grantee, and to its successors or assigns, a right-of-way and easement to construct, lay, operate, maintain, remove, reconstruct, replace, or repair pipelines for the carrying and transporting of raw water in, on, under, over, and through a certain tract and parcel of land situate in Morgantown Taxing District, Tax Map 48A, Parcel 4.2, Monongalia County, West Virginia, and which said tract and parcel of land is further described in a deed recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book No. 776 at Page 325, to which said deed reference is hereby made for all pertinent purposes.

The location of said right-of-way and easement proposed upon said property is as follows:

> **±120-foot water line easement; all as depicted and further described in Exhibit "A", attached and incorporated herein.**

It is covenanted and agreed between the parties hereto that the Board shall have a centerline right-of-way and easement on said property twenty (20) feet in width, as constructed, and an easement(s) approximately perpendicular to the installed main line in order to emplace necessary service line(s) between the main and the served parcel, in order to facilitate water service. It is further covenanted and agreed that the Board shall properly backfill and restore to ground level, insofar as is practicable, any ditch opened on said right-of-way and easement upon the completion of any construction work performed thereon.

The said Grantor further grants and conveys unto said Grantee, its successors or assigns, the right of ingress, egress, and regress, to and from said right-of-way and easement for all proper purposes and at all reasonable times and a temporary construction right-of-way and easement of such

width as is reasonable and necessary to carry out the construction, repair, or replacement of all or part of the above-described water lines. The said Grantor does also grant and convey unto the said Grantee, its successors or assigns, the right to use said right-of-way and easement herein granted, along the course of the proposed sanitary water line, for the further purpose of transporting pipe, fittings, machinery, and equipment to and from neighboring lands, in and about the construction, operation, maintenance, removal, and replacement of the water sewer pipeline or lines proposed to be laid on said right-of-way and easement.

The said Grantor, their heirs or assigns, shall use and enjoy the premises of said right-of-way and easement, except for the purposes hereinabove granted to the said Grantee, its successors or assigns, except that the said Grantor covenants and agrees not to erect any structure or place any object upon the right-of-way and easement hereby conveyed which would in any way interfere with the use and occupancy of said right-of-way and easement by the said Grantee, its successors or assigns, for the purposes hereinabove stated. Grantor further covenants and agrees not to change the contour or grade of the surface of the land upon which the above-described right-of-way and easement is located without first obtaining written permission to do so from Grantee, its successors or assigns.

The Grantor does grant and convey said right-of-way and easement to the Grantee, its successors or assigns, upon the following terms and conditions: **NONE**

This Agreement shall be binding upon the parties hereto, their personal representatives, heirs, successors or assigns.

DECLARATION OF CONSIDERATION OR VALUE

The undersigned hereby declare:

That the conveyance made in the document to which this declaration is appended is exempt from taxation under the provisions of Chapter 11, Article 22, of the Code of West Virginia, for the reason that it is a conveyance made to a political subdivision of the State of West Virginia. ***(Without Consideration).***

IN WITNESS WHEREOF, the City of Morgantown, has caused its name to be hereunto subscribed by Glen Kelly, its Interim City Manager, by authority duly given, and the said Morgantown Utility Board, acting for and on behalf of the City of Morgantown, a municipal corporation, has caused its name to be hereunto subscribed by Timothy L. Ball, P.E., General Manager, by authority duly given.

WITNESS the following signatures:

MORGANTOWN UTILITY BOARD

By: _____
Timothy L. Ball, P.E.
General Manager

On behalf of the
CITY OF MORGANTOWN

By: _____
Glen Kelly
Interim City Manager

STATE OF WEST VIRGINIA,
COUNTY OF MONONGALIA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Glen Kelly, Interim City Manager, acting for and on behalf of the City of Morgantown.

My commission expires: _____.

_____
Notary Public in and for the
State of West Virginia

STATE OF WEST VIRGINIA,
COUNTY OF MONONGALIA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Timothy L. Ball, P.E., General Manager of the Morgantown Utility Board, acting for and on behalf of the City of Morgantown, a municipal corporation.

My commission expires: _____.

_____
Notary Public in and for the
State of West Virginia

This instrument prepared by:

Morgantown Utility Board
278 Greenbag Road
P.O. Box 852
Morgantown, WV 26507-0852

K:\Eng\Projects\Misc\Raw Water Storage Upgrades\42100 - Design\42191 - ROW's\Waterline ROW's City.dwg Nov. 21,2015

N

"I certify that I am engaged in surveying exclusively for the Morgantown Utility Board, a political subdivision of the State of West Virginia, and believe I am exempt from regulations and licensing under West Virginia Code 30-13A-16".

Christopher L. Linger

LEGEND

PROPOSED ±120' OF 20' C/L RIGHT-OF-WAY (TOTAL LENGTH)

This Exhibit is not intended to be a property survey. It is intended to be used for information purposes only.

DRAWN BY: Brandon T. Stickley	DATE: 07/07/16	REVISION:	DATE:	MORGANTOWN • UTILITY • BOARD	DRAWING TITLE:	PROJECT NUMBER	DRAWING NUMBER
DESIGN BY: Cory T. Jones	DATE: 07/07/16	EXHIBIT "A"			Proposed C/L Right-of-way From The City of Morgantown To The Morgantown Utility Board.	AW-2209	----
CHECKED BY:	DATE:						
APPROVED BY:	DATE:						
SCALE: 1" = 200'							SHT. 1 OF 1

RIGHT-OF-WAY AND EASEMENT AGREEMENT

THIS RIGHT-OF-WAY AND EASEMENT AGREEMENT, made and executed this ____ day of _____, 2016, by and between the City of Morgantown, West Virginia, party of the first part, Grantor, and the City of Morgantown, West Virginia, a municipal corporation, acting by and through the Morgantown Utility Board, hereinafter sometimes referred to as the "Board," party of the second part, Grantee,

WITNESSETH: That for and in consideration of the sum of $1.00 and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said party of the first part, Grantor, does hereby grant and convey, with covenants of General Warranty, unto the said party of the second part, Grantee, and to its successors or assigns, a right-of-way and easement to construct, lay, operate, maintain, remove, reconstruct, replace, or repair pipelines for the carrying and transporting of sanitary sewage in, on, under, over, and through a certain tract and parcel of land situate in Morgantown Taxing District, Tax Map 8, Parcel 2, Monongalia County, West Virginia, and which said tract and parcel of land is further described in a deed recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book No. 225 at Page 178, to which said deed reference is hereby made for all pertinent purposes.

The location of said right-of-way and easement proposed upon said property is as follows:

> **±1,682-foot sanitary sewer line easement; all as depicted and further described in Exhibit "A," attached and incorporated herein.**

It is covenanted and agreed between the parties hereto that the Board shall have a centerline right-of-way and easement on said property 20 feet in width, as constructed, and an easement(s) approximately perpendicular to the installed main line in order to emplace necessary service line(s) between the main and the served parcel, in order to facilitate sewer service. It is further covenanted and agreed that the Board shall properly backfill and restore to ground level, insofar as is practicable, any ditch opened on said right-of-way and easement upon the completion of any construction work performed thereon.

The said Grantor further grants and conveys unto said Grantee, its successors or assigns, the right of ingress, egress, and regress, to and from said right-of-way and easement for all proper purposes and at all reasonable times and a temporary construction right-of-way and easement of such

width as is reasonable and necessary to carry out the construction, repair, or replacement of all or part of the above-described sewer lines. The said Grantor does also grant and convey unto the said Grantee, its successors or assigns, the right to use said right-of-way and easement herein granted, along the course of the proposed sanitary sewer line, for the further purpose of transporting pipe, fittings, machinery, and equipment to and from neighboring lands, in and about the construction, operation, maintenance, removal, and replacement of the sanitary sewer pipeline or lines proposed to be laid on said right-of-way and easement.

The said Grantor, their heirs or assigns, shall use and enjoy the premises of said right-of-way and easement, except for the purposes hereinabove granted to the said Grantee, its successors or assigns, except that the said Grantor covenants and agrees not to erect any structure or place any object upon the right-of-way and easement hereby conveyed which would in any way interfere with the use and occupancy of said right-of-way and easement by the said Grantee, its successors or assigns, for the purposes hereinabove stated. Grantor further covenants and agrees not to change the contour or grade of the surface of the land upon which the above-described right-of-way and easement is located without first obtaining written permission to do so from Grantee, its successors or assigns.

The Grantor does grant and convey said right-of-way and easement to the Grantee, its successors or assigns, upon the following terms and conditions: **NONE**

This Agreement shall be binding upon the parties hereto, their personal representatives, heirs, successors or assigns.

DECLARATION OF CONSIDERATION OR VALUE

The undersigned hereby declare:

That the conveyance made in the document to which this declaration is appended is exempt from taxation under the provisions of Chapter 11, Article 22, of the Code of West Virginia, for the reason that it is a conveyance made to a political subdivision of the State of West Virginia. ***(Without Consideration).***

IN WITNESS WHEREOF, the City of Morgantown, has caused its name to be hereunto subscribed by Glen Kelly, its Interim City Manager, by authority duly given, and the said Morgantown Utility Board, acting for and on behalf of the City of Morgantown, a municipal corporation, has caused its name to be hereunto subscribed by Timothy L. Ball, P.E., General Manager, by authority duly given.

WITNESS the following signatures:

MORGANTOWN UTILITY BOARD

By: _____
Timothy L. Ball, P.E.
General Manager

On behalf of the
CITY OF MORGANTOWN

By: _____
Glen Kelly
Interim City Manager

STATE OF WEST VIRGINIA,

COUNTY OF MONONGALIA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Glen Kelly, Interim City Manager, acting for and on behalf of the City of Morgantown.

My commission expires: _____.

_____
Notary Public in and for the
State of West Virginia

STATE OF WEST VIRGINIA,

COUNTY OF MONONGALIA, to-wit:

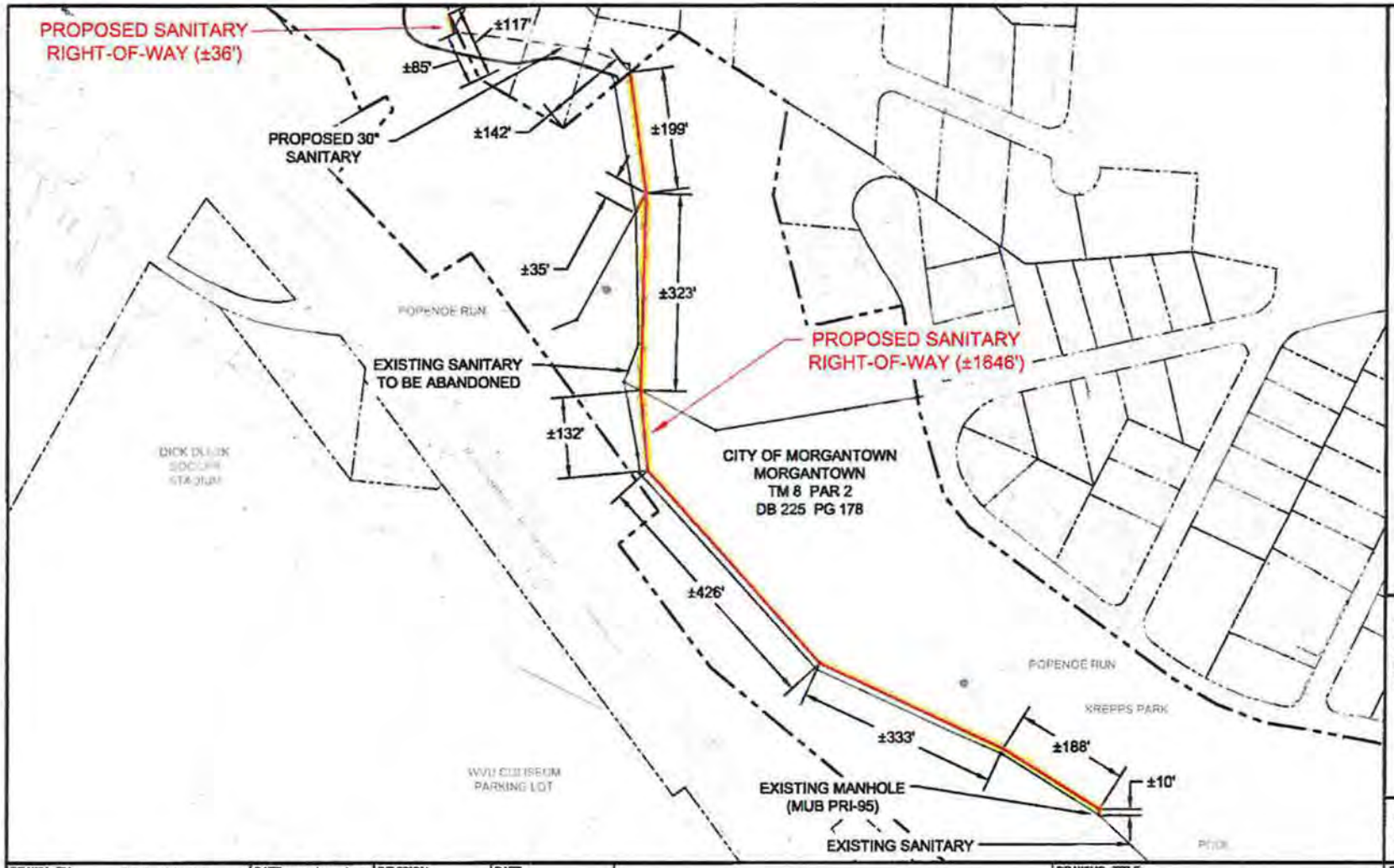
The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Timothy L. Ball, P.E., General Manager of the Morgantown Utility Board, acting for and on behalf of the City of Morgantown, a municipal corporation.

My commission expires: _____.

_____
Notary Public in and for the
State of West Virginia

This instrument prepared by:

Morgantown Utility Board
278 Greenbag Road
P.O. Box 852
Morgantown, WV 26507-0852



"I certify that I am engaged in surveying exclusively for the Morgantown Utility Board, a political subdivision of the State of West Virginia, and believe I am exempt from regulations and licensing under West Virginia Code 30-13A-10".

Christopher L. Linger

This Exhibit is not intended to be a property survey. It is intended to be used for information purposes only.

DRAWN BY: Chris Linger	DATE: 08/28/15	REVISION:	DATE:	MORGANTOWN • UTILITY • BOARD	DRAWING TITLE:	PROJECT NUMBER	DRAWING NUMBER
DESIGN BY:	DATE:	EXHIBIT "A"			Proposed C/L Right-of-way From The City of Morgantown To The Morgantown Utility Board.	AS-1168	----
CHECKED BY:	DATE:						
APPROVED BY:	DATE:						SHT. 1 OF 1
SCALE: 1" = 200'							

RIGHT-OF-WAY AND EASEMENT AGREEMENT

THIS RIGHT-OF-WAY AND EASEMENT AGREEMENT, made and executed this ____ day of _____, 2016, by and between the City of Morgantown, West Virginia, party of the first part, Grantor, and the City of Morgantown, West Virginia, a municipal corporation, acting by and through the Morgantown Utility Board, hereinafter sometimes referred to as the "Board," party of the second part, Grantee,

WITNESSETH: That for and in consideration of the sum of $1.00 and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said party of the first part, Grantor, does hereby grant and convey, with covenants of General Warranty, unto the said party of the second part, Grantee, and to its successors or assigns, a right-of-way and easement to construct, lay, operate, maintain, remove, reconstruct, replace, or repair pipelines for the carrying and transporting of sanitary sewage in, on, under, over, and through a certain tract and parcel of land situate in Morgan Taxing District, Tax Map 3A, Parcel 56.2, Monongalia County, West Virginia, and which said tract and parcel of land is further described in a deed recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book No. 1221 at Page 430, to which said deed reference is hereby made for all pertinent purposes.

The location of said right-of-way and easement proposed upon said property is as follows:

> **±86-foot sanitary sewer line easement; all as depicted and further described in Exhibit "A," attached and incorporated herein.**

It is covenanted and agreed between the parties hereto that the Board shall have a centerline right-of-way and easement on said property 20 feet in width, as constructed, and an easement(s) approximately perpendicular to the installed main line in order to emplace necessary service line(s) between the main and the served parcel, in order to facilitate sewer service. It is further covenanted and agreed that the Board shall properly backfill and restore to ground level, insofar as is practicable, any ditch opened on said right-of-way and easement upon the completion of any construction work performed thereon.

The said Grantor further grants and conveys unto said Grantee, its successors or assigns, the right of ingress, egress, and regress, to and from said right-of-way and easement for all proper purposes and at all reasonable times and a temporary construction right-of-way and easement of such

width as is reasonable and necessary to carry out the construction, repair, or replacement of all or part of the above-described sewer lines. The said Grantor does also grant and convey unto the said Grantee, its successors or assigns, the right to use said right-of-way and easement herein granted, along the course of the proposed sanitary sewer line, for the further purpose of transporting pipe, fittings, machinery, and equipment to and from neighboring lands, in and about the construction, operation, maintenance, removal, and replacement of the sanitary sewer pipeline or lines proposed to be laid on said right-of-way and easement.

The said Grantor, their heirs or assigns, shall use and enjoy the premises of said right-of-way and easement, except for the purposes hereinabove granted to the said Grantee, its successors or assigns, except that the said Grantor covenants and agrees not to erect any structure or place any object upon the right-of-way and easement hereby conveyed which would in any way interfere with the use and occupancy of said right-of-way and easement by the said Grantee, its successors or assigns, for the purposes hereinabove stated. Grantor further covenants and agrees not to change the contour or grade of the surface of the land upon which the above-described right-of-way and easement is located without first obtaining written permission to do so from Grantee, its successors or assigns.

The Grantor does grant and convey said right-of-way and easement to the Grantee, its successors or assigns, upon the following terms and conditions: **NONE**

This Agreement shall be binding upon the parties hereto, their personal representatives, heirs, successors or assigns.

DECLARATION OF CONSIDERATION OR VALUE

The undersigned hereby declare:

That the conveyance made in the document to which this declaration is appended is exempt from taxation under the provisions of Chapter 11, Article 22, of the Code of West Virginia, for the reason that it is a conveyance made to a political subdivision of the State of West Virginia. ***(Without Consideration).***

IN WITNESS WHEREOF, the City of Morgantown, has caused its name to be hereunto subscribed by Glen Kelly, its Interim City Manager, by authority duly given, and the said Morgantown Utility Board, acting for and on behalf of the City of Morgantown, a municipal corporation, has caused its name to be hereunto subscribed by Timothy L. Ball, P.E., General Manager, by authority duly given.

WITNESS the following signatures:

MORGANTOWN UTILITY BOARD

By: _____
Timothy L. Ball, P.E.
General Manager

On behalf of the
CITY OF MORGANTOWN

By: _____
Glen Kelly
Interim City Manager

STATE OF WEST VIRGINIA,

COUNTY OF MONONGALIA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Glen Kelly, Interim City Manager, acting for and on behalf of the City of Morgantown.

My commission expires: _____.

_____
Notary Public in and for the
State of West Virginia

STATE OF WEST VIRGINIA,

COUNTY OF MONONGALIA, to-wit:

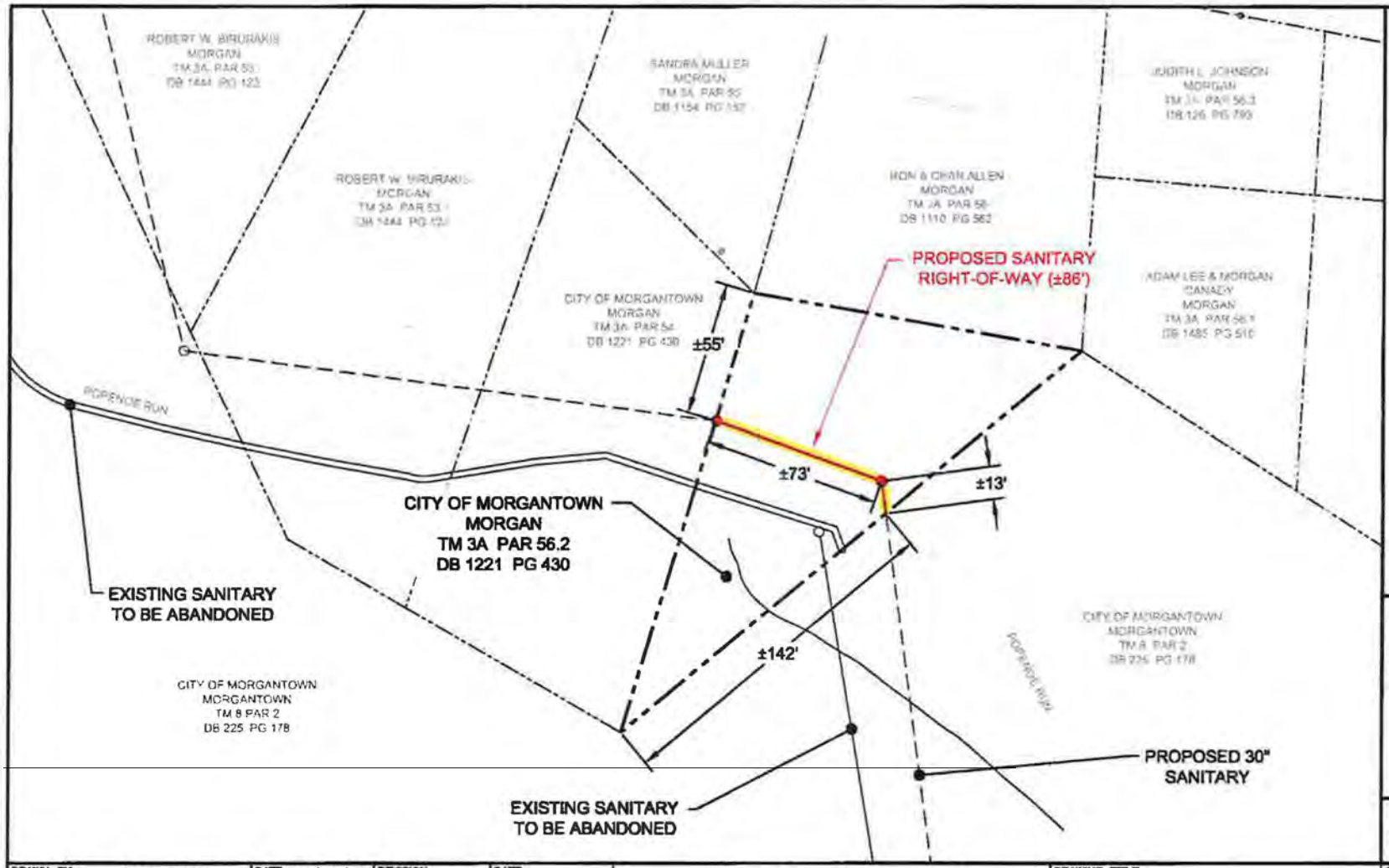
The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Timothy L. Ball, P.E., General Manager of the Morgantown Utility Board, acting for and on behalf of the City of Morgantown, a municipal corporation.

My commission expires: _____.

_____
Notary Public in and for the
State of West Virginia

This instrument prepared by:

Morgantown Utility Board
278 Greenbag Road
P.O. Box 852
Morgantown, WV 26507-0852



"I certify that I am engaged in surveying exclusively for the Morgantown Utility Board, a political subdivision of the State of West Virginia, and believe I am exempt from regulations and licensing under West Virginia Code 30-13A-35".

Christopher L. Linger

This Exhibit is not intended to be a property survey. It is intended to be used for information purposes only.

DRAWN BY: Chris Linger	DATE: 08/28/15	REVISION:	DATE:	MORGANTOWN • UTILITY • BOARD	DRAWING TITLE:	PROJECT NUMBER	DRAWING NUMBER
DESIGN BY:	DATE:	EXHIBIT "A"			Proposed C/L Right-of-way From The City of Morgantown To The Morgantown Utility Board.	AS-1168	----
CHECKED BY:	DATE:						
APPROVED BY:	DATE:						SHT. 1 OF 1
SCALE: 1" = 50'							

RIGHT-OF-WAY AND EASEMENT AGREEMENT

THIS RIGHT-OF-WAY AND EASEMENT AGREEMENT, made and executed this ____ day of _____, 2016, by and between the City of Morgantown, West Virginia, party of the first part, Grantor, and the City of Morgantown, West Virginia, a municipal corporation, acting by and through the Morgantown Utility Board, hereinafter sometimes referred to as the "Board," party of the second part, Grantee,

WITNESSETH: That for and in consideration of the sum of $1.00 and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said party of the first part, Grantor, does hereby grant and convey, with covenants of General Warranty, unto the said party of the second part, Grantee, and to its successors or assigns, a right-of-way and easement to construct, lay, operate, maintain, remove, reconstruct, replace, or repair pipelines for the carrying and transporting of sanitary sewage in, on, under, over, and through a certain tract and parcel of land situate in Morgan Taxing District, Tax Map 3A, Parcel 54, Monongalia County, West Virginia, and which said tract and parcel of land is further described in a deed recorded in the Office of the Clerk of the County Commission of Monongalia County, West Virginia, in Deed Book No. 1221 at Page 430, to which said deed reference is hereby made for all pertinent purposes.

The location of said right-of-way and easement proposed upon said property is as follows:

> **±97-foot sanitary sewer line easement; all as depicted and further described in Exhibit "A," attached and incorporated herein.**

It is covenanted and agreed between the parties hereto that the Board shall have a centerline right-of-way and easement on said property 20 feet in width, as constructed, and an easement(s) approximately perpendicular to the installed main line in order to emplace necessary service line(s) between the main and the served parcel, in order to facilitate sewer service. It is further covenanted and agreed that the Board shall properly backfill and restore to ground level, insofar as is practicable, any ditch opened on said right-of-way and easement upon the completion of any construction work performed thereon.

The said Grantor further grants and conveys unto said Grantee, its successors or assigns, the right of ingress, egress, and regress, to and from said right-of-way and easement for all proper purposes and at all reasonable times and a temporary construction right-of-way and easement of such

width as is reasonable and necessary to carry out the construction, repair, or replacement of all or part of the above-described sewer lines. The said Grantor does also grant and convey unto the said Grantee, its successors or assigns, the right to use said right-of-way and easement herein granted, along the course of the proposed sanitary sewer line, for the further purpose of transporting pipe, fittings, machinery, and equipment to and from neighboring lands, in and about the construction, operation, maintenance, removal, and replacement of the sanitary sewer pipeline or lines proposed to be laid on said right-of-way and easement.

The said Grantor, their heirs or assigns, shall use and enjoy the premises of said right-of-way and easement, except for the purposes hereinabove granted to the said Grantee, its successors or assigns, except that the said Grantor covenants and agrees not to erect any structure or place any object upon the right-of-way and easement hereby conveyed which would in any way interfere with the use and occupancy of said right-of-way and easement by the said Grantee, its successors or assigns, for the purposes hereinabove stated. Grantor further covenants and agrees not to change the contour or grade of the surface of the land upon which the above-described right-of-way and easement is located without first obtaining written permission to do so from Grantee, its successors or assigns.

The Grantor does grant and convey said right-of-way and easement to the Grantee, its successors or assigns, upon the following terms and conditions: **NONE**

This Agreement shall be binding upon the parties hereto, their personal representatives, heirs, successors or assigns.

DECLARATION OF CONSIDERATION OR VALUE

The undersigned hereby declare:

That the conveyance made in the document to which this declaration is appended is exempt from taxation under the provisions of Chapter 11, Article 22, of the Code of West Virginia, for the reason that it is a conveyance made to a political subdivision of the State of West Virginia. ***(Without Consideration).***

IN WITNESS WHEREOF, the City of Morgantown, has caused its name to be hereunto subscribed by Glen Kelly, its Interim City Manager, by authority duly given, and the said Morgantown Utility Board, acting for and on behalf of the City of Morgantown, a municipal corporation, has caused its name to be hereunto subscribed by Timothy L. Ball, P.E., General Manager, by authority duly given.

WITNESS the following signatures:

MORGANTOWN UTILITY BOARD

By: _____
Timothy L. Ball, P.E.
General Manager

On behalf of the
CITY OF MORGANTOWN

By: _____
Glen Kelly
Interim City Manager

STATE OF WEST VIRGINIA,

COUNTY OF MONONGALIA, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Glen Kelly, Interim City Manager, acting for and on behalf of the City of Morgantown.

My commission expires: _____.

_____
Notary Public in and for the
State of West Virginia

STATE OF WEST VIRGINIA,

COUNTY OF MONONGALIA, to-wit:

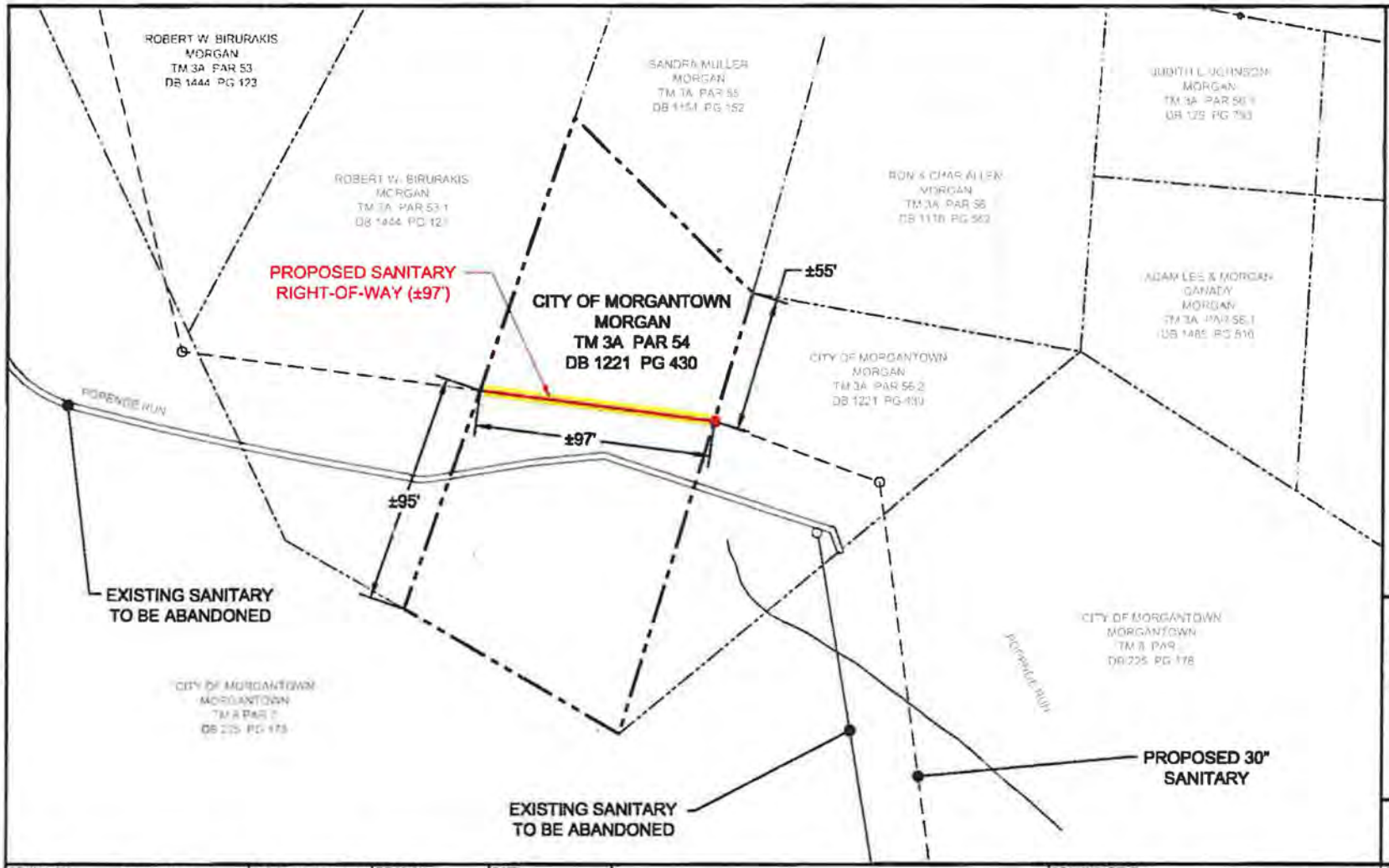
The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Timothy L. Ball, P.E., General Manager of the Morgantown Utility Board, acting for and on behalf of the City of Morgantown, a municipal corporation.

My commission expires: _____.

_____
Notary Public in and for the
State of West Virginia

This instrument prepared by:

Morgantown Utility Board
278 Greenbag Road
P.O. Box 852
Morgantown, WV 26507-0852



"I certify that I am engaged in surveying exclusively for the Morgantown Utility Board, a political subdivision of the State of West Virginia, and believe I am exempt from regulations and licensing under West Virginia Code 30-13[illegible]-36".

Christopher L. Linger

This Exhibit is not intended to be a property survey. It is intended to be used for information purposes only.

DRAWN BY: Chris Linger	DATE: 08/28/15	REVISION:	DATE:	MORGANTOWN • UTILITY • BOARD	DRAWING TITLE:	PROJECT NUMBER	DRAWING NUMBER
DESIGN BY:	DATE:	EXHIBIT "A"			Proposed C/L Right-of-way From The City of Morgantown To The Morgantown Utility Board.	AS-1168	----
CHECKED BY:	DATE:						
APPROVED BY:	DATE:						SHT. 1 OF 1
SCALE: 1" = 50'							

RESOLUTION

A RESOLUTION BY THE COUNCIL OF THE CITY OF MORGANTOWN, WEST VIRGINIA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY BROWNFIELD ASSESSMENT PROGRAM

WHEREAS, the United States Environmental Protection Agency Brownfield Assessment Program will grant funds to eligible local governments to finance local projects; and

WHEREAS, the City of Morgantown ls requesting $200,000.00 from the United States Environmental Protection Agency that will be utilized by the Grantee to identify sites in the community in which environmental hazards may exist; and

WHEREAS, the City of Morgantown requests financial assistance to provide for environmental assessments of these sites in the community to determine the essential and necessary level of remediation for particular properties in order to make said properties reusable; and

WHEREAS, it is necessary for the City Council of the City of Morgantown to authorize the submission of the grant application; and

WHEREAS, the City of Morgantown must give assurance that the United States Environmental Protection Agency Brownfield Assessment Program regulations related to grant administration, civil rights, and other applicable State and Federal laws will be followed; and

WHEREAS, the City of Morgantown must designate an official representative to act in connection with the application and execute all necessary program documents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MORGANTOWN THAT:

Section 1. The Council of the City of Morgantown hereby authorizes the filing of an application with the United States Environmental Protection Agency for a Brownfield Assessment Program Grant in the amount of $200,000.00.

Section 2. The City of Morgantown will comply with all laws and regulations pertaining to the program; and

Section 3. The City Manager for the City of Morgantown is hereby designated as the official representative to act on behalf of the City of Morgantown in connection with said application and the program and said City Manager is hereby authorized and empowered to execute and deliver the aforementioned application and such other program documentation as may be necessary and appropriate.

This Resolution shall become effective upon Passage.

Adopted this ____ day of December, 2016.

_____

Marti Shamberger, Mayor
City of Morgantown