

**\$303,000**  
**TOWN OF AUBURN**  
**DESIGN FUNDING ASSISTANCE NOTE,**  
**SERIES 2015**  
**(WEST VIRGINIA CWSRF PROGRAM)**

**Closing Date: October 22, 2015**



TOWN OF AUBURN  
DESIGN FUNDING ASSISTANCE NOTE, SERIES 2015  
(WEST VIRGINIA CWSRF PROGRAM)

Closing Date: October 22, 2015

TRANSCRIPT OF PROCEEDINGS

<u>DOCUMENT NO.</u>	<u>DESCRIPTION</u>	<u>INDEX NO.</u>
	I. <u>Authorizing Documents</u>	
1.1	Infrastructure Council Approval Letter.	1
1.2	Green Reserve Design Funding Assistance Agreement.	2
1.3	Design Funding Assistance Ordinance.	3
1.4	Specimen Series 2015 Note.	4
	II. <u>Certificates, Receipts and Other Documents</u>	
2.1	Certificate of Consulting Engineer with Schedule B.	5
2.2	Receipt for Design Funding Assistance Proceeds.	6
2.3	Receipt for Note.	7
2.4	New Issue Report Form.	8
2.5	First Draw Resolution.	9
2.6	Closing Memorandum.	10
	III. <u>Opinions</u>	
3.1	Opinion of Local Counsel.	11

State of West Virginia  
 WATER DEVELOPMENT AUTHORITY  
 1009 Bullitt Street, Charleston, WV 25301  
 (304)414-6500 - (304)414-0865 (Fax)  
 Internet: [www.wvda.org](http://www.wvda.org) - Email: [contact@wvda.org](mailto:contact@wvda.org)

Date 10/20/15 Time 2:30 LGA Auburn, Town of Program CW

NAME	COMPANY, AGENCY, OR ORGANIZATION	TELEPHONE	FAX	E-MAIL
<i>Sheila Miller</i>	<i>WDA</i>	<i>304-414-6500</i>	<i>304-414-0865</i>	<i>smiller@wvda.org</i>
<i>Kimberly Henderson</i>	<i>WVDEL</i>	<i>304 926 - 0499</i>	<i>304 926 - 0495</i>	<i>Kimberly.A.Henderson@wv.org</i>
<i>Samme Gee</i>	<i>TAKnkelh</i>	<i>304 340 1318</i>	<i>304 340 1272</i>	<i>sgree@joe.knkelh.com</i>

The Authority requests that they following information concerning the individual who will be responsible for sending Debt Service Payments to the Municipal Bond Commission be provided. (If that individual is in attendance, he/she should also sign above.) Please Print:

Name Robert Lowther Telephone 304.349.2257 E-Mail TownofAuburn@yahoo.com  
 Address PO Box 37, Auburn, WV 26325

REMINDER: As a participant in this program, the Local Governmental Agency (LGA) agrees and is required to submit annually to the WDA a copy of its audited financial statements and a copy of its adopted budget. Also, pursuant to the Loan Agreement and the Non-Arbitrage Certificate (both of which are contained in the bond transcript) you are to provide annually to the WDA a rebate calculation certificate or an exception opinion showing whether a rebate amount is due to the US Government under arbitrage requirements in Section 148(f) of the US Internal Revenue Code 1986 as amended.



## WEST VIRGINIA

Infrastructure & Jobs Development Council

June 11, 2014

Mayor  
Town of Auburn  
Main Street  
Auburn, WV 26325

Re: Town of Auburn  
Sewer Project 2014S-1526  
Preliminary Application and Engineering Fees Waiver Approved

Dear Mayor:

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

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

Below is grant information for this Project:  
SCBG – \$1,500,000.00 – Recommended  
CWSRF Debt Forgiveness – \$1,214,725.00 – Recommended

Total project cost is \$2,714,725.00. If you have any questions regarding this matter, please contact James W. Ellars, Executive Director, at (304) 414-6501 (X106).

Sincerely,

Jason Pizatella

cc: Kathy Emery, DEP *(via e-mail)*  
Robert Leach, Region V (MOVRC) *(via e-mail)*  
Fred Hypes, Dunn Engineers, Inc. *(via e-mail)*  
Zachary Dobbins, Bennett & Dobbins PLLC *(via e-mail)*  
Kelly Workman, WVDO *(via e-mail)*

5-23-11

SRF – GREEN RESERVE  
(04/11)

GREEN RESERVE DESIGN FUNDING ASSISTANCE AGREEMENT

THIS WATER POLLUTION CONTROL REVOLVING FUND GREEN RESERVE DESIGN FUNDING ASSISTANCE AGREEMENT (the “Green Reserve Agreement”), made and entered into in several counterparts, by and among the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY, a governmental instrumentality and body corporate of the State of West Virginia (the “Authority”), the WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (the “DEP”), and the local government or other eligible recipient designated below (the “Local Government”).

TOWN OF AUBURN  
(2014S-1526/C-547201)  
(Local Government)

WITNESSETH:

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

WHEREAS, the United States Congress has provided additional capitalization grant funding under the Clean Water Act for projects that address energy efficiency, water efficiency, green infrastructure and environmentally innovative processes as well as wastewater and stormwater treatment facilities (the “GREEN Project”);

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

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

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

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

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

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

WHEREAS, the Local Government intends to construct, is constructing, has constructed or intends to facilitate the construction of a Green Project;

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

#### ARTICLE I

1.1 The Local Government has submitted an application to DEP for the Green Project more specifically described in Exhibit A hereto.

1.2 The Green Project has been designated as a project eligible for the Green Project Reserve as approved by United States Environmental Protection Agency (the “USEPA”).

1.3 The Local Government shall covenant and agree to the terms and conditions with respect to the Green Project as set forth on Exhibit B hereto.

1.4 DEP has instructed the Authority to make a forgivable loan to the Local Government with the financial terms and conditions set forth in Exhibit C hereto.

1.5 DEP shall advance the proceeds of the loan for costs incurred with respect to the Green Project only upon receipt of invoices approved by DEP.

1.6 The Local Government shall cause to be delivered to DEP a certificate of the Consulting Engineer substantially in the form of Exhibit D and an Opinion of its counsel substantially in the form of Exhibit E.

#### ARTICLE II

2.1 The Local Government hereby warrants and represents that all information provided to the Authority and DEP in this Green Reserve Agreement, in the application or in any other application or documentation with respect to financing the Green Project was at the time, and now is, true, correct and complete, and such information does not omit any material fact

necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. Prior to the Authority's making the Loan and receiving the Local Notes, the Authority and DEP shall have the right to cancel all or any of their obligations under this Green Reserve Agreement if (a) any representation made to the Authority and DEP by the Local Government in connection with the Loan shall be incorrect or incomplete in any material respect or (b) the Local Government has violated any commitment made by it in its Application or in any supporting documentation or has violated any of the terms of the Act, the SRF Regulations or this Green Reserve Agreement.

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

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

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

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

2.6 This Green Reserve Agreement shall terminate upon the earlier of: (i) written notice of termination to the Local Government from either the Authority or DEP; or (ii) (August 31, 2016), if the design of the Green Project is not completed.

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



Sherry L Combs  
Its: Recorder

TOWN OF AUBURN

By: [Signature]  
Its: Mayor  
Date: October 22, 2015

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

By: [Signature]  
Its: Director  
Date: October 22, 2015

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

(SEAL)

Attest:

Heidi A. Miller  
Its: Authorized Officer

By: [Signature]  
Its: Executive Director  
Date: October 22, 2015

## EXHIBIT A

### GREEN PROJECT DESCRIPTION

The Project consists of the design of providing approximately fifty (50) customers with adequate wastewater treatment, while eliminating the Town's existing raw sewer discharges to Bone Creek. The Town has proposed to purchase and install individual wastewater filter units on each property. These units will be owned by the individual property owners. This project proposes a decentralized system, and is eligible for Green Project Reserve Funds. The project includes the installation of fifty (50) individual treatment units with accompanying electrical connections, twenty (20) drip fields, 5,000 linear feet (LF) of polyvinyl chloride (PVC) effluent lines, 4,000 LF of restoration work, seven (7) road crossings, and any miscellaneous appurtenances. A Maintenance Association is also proposed as part of this project. Individual property owners served by this project will pay a monthly fee of approximately \$35.67 to the Maintenance Association, which will cover a percentage of scheduled maintenance, repairs, and inspections.

## EXHIBIT B

### TERMS AND CONDITIONS

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

B. [RESERVED]

C. [RESERVED]

D. [RESERVED]

E. [RESERVED]

F. LOBBYING - The Local Government shall comply with Title 40 CFR Part 34, New Restrictions on Lobbying and shall submit certification and disclosure forms as required by DEP.

G. PURCHASING REQUIREMENTS – The Local Government shall comply with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

H. SUSPENSION AND DEBARMENT – The Local Government shall comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons). To the extent required by DEP, the Local Government shall provide certifications as to compliance.

I. REPORTING – The Local Government shall comply with all requests for data related to the use of the funds provided under this agreement when requested by DEP.

J. INSPECTOR GENERAL REVIEWS – The Local Government shall allow any appropriate representative of the Office of US Inspector General to (1) examine its records relating to the Project and this Green Reserve Agreement and (2) interview any officer or employee of the Local Government.

K. FALSE CLAIMS – The Local Government must promptly refer to EPA’s Inspector General any credible evidence that a principal, employee, agent, sub-grantee

contractor, subcontractor, loan recipient, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Green Reserve Agreement.

L. LIMIT ON FUNDS – The Local Government shall not use funds for particular activities for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

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

N. [RESERVED]

O. DISADVANTAGED BUSINESS ENTERPRISE (DBE) – Pursuant to 40 CFR, Section 33.301, the Local Government agrees to make good faith efforts whenever procuring construction, equipment, services and supplies, and to require that prime contractors also comply. The Local Government shall provide DEP with DBE participation reports semi-annually.

P. CIVIL RIGHTS – The Local Government shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements. The Local Government shall also comply with Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

EXHIBIT C

DESCRIPTION OF LOCAL NOTES

A.	Series 2015 Notes (Green Reserve)	
	Principal Amount of Local Notes	\$303,000
	Purchase Price of Local Notes	\$303,000

The Local Notes shall bear no interest. The Authority at the direction of the DEP shall forgive the principal amount of the Local Notes. The principal amounts advanced under the Series 2015 Notes will be deemed forgiven on the 30th day of June in the fiscal year in which advanced. The Series 2015 Notes shall be deemed no longer outstanding after the last advance is forgiven.

The Local Notes are fully registered in the name of the Authority.

The Local Government shall notify the Authority and the DEP of any proposed bond indebtedness secured by the revenues of the System.

The Local Notes are on a parity as to liens, pledge and source of and security for payment with the following obligations of the Local Entity: N/A.

Number of New Customers to Be Served: 50  
Location: Auburn, Ritchie County

EXHIBIT D

FORM OF CERTIFICATE OF CONSULTING ENGINEER

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

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

1. My firm is engineer for the design (the "Project") of a decentralized system (the "System") to be constructed primarily in the Town of Auburn, Ritchie County, West Virginia (the "Issuer"), which design is being permanently financed by the Funding Assistance. Capitalized words not defined herein shall have the same meaning set forth in the note Ordinance adopted or enacted by the Issuer on \_\_\_\_\_, and the Green Reserve Design Funding Assistance Agreement by and among the Issuer, the West Virginia Water Development Authority (the "Authority"), and the West Virginia Department of Environmental Protection (the "DEP"), dated \_\_\_\_\_.

2. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Project, the Project design will be completed by \_\_\_\_\_, Consulting Engineer, as described in the application submitted to the DEP; (ii) the Project will be designed to be adequate for its intended purpose and will have a useful life of at least 20 years, if properly operated and maintained, excepting anticipated replacements due to normal wear and tear; (iii) prior to construction, my firm will assist the Issuer in obtaining all applicable permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the Project and the operation of the System; (iv) the Project design will be performed in compliance with the provisions of West Virginia Code Chapter 22, Article 29; and (v) attached hereto as Exhibit A is the final amended "Schedule A - Total Cost of Project; and Sources of Funds and Costs of Financing" for the Project.

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

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

[SEAL]

EXHIBIT E

OPINION OF LOCAL COUNSEL FOR LOCAL GOVERNMENT

[To Be Dated as of Date of Closing]

[Name of Local Government]  
\_\_\_\_\_, West Virginia

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

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

Re: \$ \_\_\_\_\_ Funding Assistance (West Virginia Clean Water  
SRF Program)

Ladies and Gentlemen:

[I am/We are] counsel to \_\_\_\_\_ (the "Local Government"), a  
\_\_\_\_\_.

[I/We] have examined a certified copy of proceedings and other papers relating to the authorization of a Green Reserve Design Funding Assistance Agreement dated \_\_\_\_\_, 20\_\_\_\_, including all schedules and exhibits attached thereto (the "Funding Assistance Agreement"), among the Local Government, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP"). All capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Funding Assistance Agreement and the Local Act.

The Funding Assistance is being provided for the purposes of (i) designing a decentralized treatment system, and (ii) paying certain issuance and other costs in connection therewith.

[I/We] have also examined the applicable provisions of \_\_\_\_\_ of the Code of West Virginia, 1931, as amended (the "Local Statute"), and the ordinance/resolution duly adopted or enacted by the Local Government on \_\_\_\_\_, 20\_\_\_\_ (the "Local Act"), pursuant to and under which Local Statute and Local Act, the Funding Assistance is authorized and the Funding Assistance Agreement has been undertaken. The Funding Assistance is forgivable at the end of each fiscal year in which funds are advanced for the Project.

Based upon the foregoing and upon [my/our] examination of such other documents as [I/we] have deemed necessary, [I am/we are] of the opinion as follows:

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

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

3. The Local Government is a duly organized and validly existing \_\_\_\_\_, with full power and authority to undertake the Project, to adopt or enact the Local Act and to enter into the Funding Assistance Agreement, all under the Local Statute and other applicable provisions of law.

4. The members and officers of the governing body of the Local Government have been duly and properly authorized and elected, have taken the requisite oaths and are thereby authorized to act on behalf of the Local Government in their respective capacities.

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

6. The execution and delivery of the Funding Assistance Agreement and the consummation of the transactions contemplated by the Funding Assistance Agreement and the Local Act, and the carrying out of the terms thereof, do not and will not, in any material respect, conflict with or constitute, on the part of the Local Government, a breach of or default under any resolution, agreement or other instrument to which the Local Government is a party or any existing law, regulation, court order or consent decree to which the Local Government is subject.

7. The Local Government has received all permits, licenses, approvals, consents, exemptions, orders, certificates and authorizations necessary for the creation and existence of the Local Government, the acceptance of the Funding Assistance, and the undertaking of the Project including, without limitation, all requisite permits, approvals, orders and certificates from the DEP and the West Virginia Infrastructure and Jobs Development Council.

8. To the best of [my/our] knowledge, there is no litigation, action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Funding Assistance Agreement or the Local Act, the undertaking of the Project, or the operation of the System.

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

Very truly yours,

SRF PAYMENT REQUISITION FORM

1. LOAN RECIPIENT/VENDOR:  
 NAME: Town of Auburn  
 ADDRESS: 12109 Auburn Road  
Auburn, WV 26325  
 FEIN: 55-0769520  
 DUNS: 962401662
2. SRF #: C-547201
3. INVOICE NUMBER: 1
4. PERIOD COVERED BY THIS REQUEST (MO/DAY/YR)  
 FROM: (MO/DAY/YR) 8/26/2015 TO: (MO/DAY/YR) 10/22/2015
5. % PHYSICAL CONSTRUCTION COMPLETION \_\_\_\_\_ 0%

CLASSIFICATION	A) APPROVED BUDGET	B) PREVIOUS APPROVED	C) THIS REQUEST	D) TOTAL COLUMNS B&C	E) AGENCY USE ONLY
					SRF
1) CONSTRUCTION			\$ -	\$ -	
2) CONSTRUCTION CONT.				\$ -	
3) ENGINEERING					
a. Study and Report	\$ 10,000		\$ 10,000	\$ 10,000	10,000
B. Design	\$ 148,000			\$ -	
c. Special Services	\$ 75,000			\$ -	
4) LEGAL - local	\$ 5,000		\$ 2,232	\$ 2,232	2,232
5) ADMINISTRATIVE	\$ 10,000			\$ -	
6) RIGHT OF WAY ACTIVITIES	\$ 10,000			\$ -	
7) SITES AND LANDS	\$ 10,000			\$ -	
8) PERMITS	\$ 25,000		\$ 75	\$ 75	75
9) BOND COUNSEL	\$ 10,000		\$ 10,000	\$ 10,000	10,000
10) REGISTRAR FEE				\$ -	
11) SUBTOTAL	\$ 303,000	\$ -	\$ 22,307	\$ 22,307	22,307
12) LESS PREVIOUSLY PAID				\$ -	0
13) INVOICE AMOUNT				\$ 22,307	22,307

14) <u><i>Robert Lowther</i></u> AUTHORIZED SIGNATURE <u>Robert Lowther, Mayor</u> TYPED OR PRINTED NAME AND TITLE	<u>10-13-15</u> DATE	15) <u><i>Luke Peters</i></u> PERSON PREPARING FORM SIGNATURE <u>Luke Peters, MOVRC</u> TYPED OR PRINTED NAME AND TITLE	_____ DATE
---	-------------------------	--	---------------

AGENCY USE ONLY:

THIS REQUEST APPROVED BY: <u><i>David Kimbly</i></u> PROJECT REVIEWER	<u>10/14/15</u> DATE	WV DEPARTMENT OF ENVIRONMENTAL PROTECTION <u><i>[Signature]</i></u> AUTHORIZED OFFICER	<u>10/14/15</u> DATE
---	-------------------------	--	-------------------------

TOWN OF AUBURN

ORDINANCE AUTHORIZING THE DESIGN OF CERTAIN PUBLIC SEWER FACILITIES TO SERVE RESIDENTS OF THE TOWN OF AUBURN AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ACCEPTANCE OF DESIGN FUNDING ASSISTANCE IN THE AGGREGATE PRINCIPAL AMOUNT OF \$303,000 THROUGH THE WEST VIRGINIA CWSRF PROGRAM; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO ACCEPTANCE OF SUCH FUNDING; APPROVING, RATIFYING AND CONFIRMING THE DESIGN FUNDING ASSISTANCE AGREEMENT RELATING TO SUCH FUNDING ASSISTANCE; AND APPROVING OTHER MATTERS RELATED THERETO.

BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE TOWN OF AUBURN

Section 1. Authority for this Ordinance. This Ordinance (together with any resolution supplemental hereto or amendatory hereof, or both, the "Ordinance") is enacted pursuant to the provisions of (i) Chapter 16, Article 13 and (ii) Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and other applicable provisions of law;

Section 2. Findings. It is hereby found, determined and declared that:

A. The Town of Auburn (the "Local Government") is authorized and empowered by the Act to facilitate its design of a wastewater treatment project, as described in Exhibit A hereto, and to finance the cost of design of the same from grants or other funding assistance (the "Project");

B. The Local Government has submitted an application for the Project to the West Virginia Department of Environmental Protection (the "DEP") and the West Virginia Water Development Authority (the "Authority");

C. In reviewing the application for the Project, the DEP and the Authority have determined to offer funding assistance to the Local Government for the Project through a principal forgiveness loan (the "Funding Assistance") as provided in the Green Reserve Design Funding Assistance Agreement a copy of which is attached hereto as Exhibit B and incorporated herein by reference (the "Design Funding Assistance Agreement");

D. The Design Funding Assistance Agreement has been presented to the Local Government;

E. The capitalized terms used herein and not otherwise defined shall have the same meaning set forth in the Design Funding Assistance Agreement when used herein;

F. The Local Government has complied with all terms and requirements set forth in the Design Funding Assistance Agreement; and

G. The Council of the Local Government (the "Governing Body") deems it essential and desirable that this Ordinance be enacted, that the Design Funding Assistance Agreement be approved and ratified, that the exact principal amount, date, and other terms of the Funding Assistance be fixed hereby in the manner stated herein, and that other matters relating to the Funding Assistance be herein provided for.

Section 3. Authorization of Acquisition and Construction of Project.

A. There is hereby authorized and ordered the undertaking of the Project at an estimated cost not to exceed \$303,000, which includes the undertaking of the Project in accordance with the application hereto filed with the DEP. The proceeds of the Funding Assistance hereby authorized shall be applied to the costs of the Project. The Local Government will enter into a contract for the undertaking of the Project, in an amount otherwise compatible with the financing plan submitted to the Authority and the DEP.

B. The cost of the Project is estimated not to exceed \$303,000, of which \$303,000 will be obtained from the proceeds of the Funding Assistance.

Section 4. Authorization of Funding Assistance. The Local Government hereby ratifies, approves and accepts the Design Funding Assistance Agreement, including all schedules and exhibits attached thereto, a copy of which is incorporated herein by reference, and the execution and delivery of the Design Funding Assistance Agreement by the Mayor of the Governing Body and the performance of the obligations contained therein, on behalf of the Local Government, are hereby authorized, approved and directed.

Section 5. General Covenants of Local Government. The Local Government hereby affirms all covenants and representations made in the Design Funding Assistance Agreement and in the application to the DEP. The Local Government hereby agrees to comply with all covenants, conditions and requirements set forth in the Design Funding Assistance Agreement.

Section 6. Disbursement of Proceeds. DEP shall advance the proceeds of the Funding Assistance from time to time upon receipt of a requisition evidencing the costs incurred, in the form provided on Exhibit C to the Design Funding Assistance Agreement. Such amounts advanced under the Design Funding Assistance Agreement shall be deemed forgiven on the 30th day of June in the fiscal year in which they are advanced.

Section 7. Appointment of Depository Bank. The Local Government hereby appoints and designates West Union Bank, West Union, West Virginia, to serve as Depository Bank for the Funding Assistance.

Section 8. Application of Proceeds. The proceeds of the Funding Assistance, as advanced from time to time, shall be deposited in or credited to the Construction Fund, as received by the Local Government for payment of costs of the Project, including costs of issuance of the Funding Assistance.

Section 9. Authorization to Execute and Deliver. The Mayor and Recorder of the Governing Body are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable in connection with the Funding Assistance hereby and by the Design Funding Assistance Agreement approved and provided for, to the end that the Funding Assistance may be delivered to the Local Government pursuant to the Design Funding Assistance Agreement on or about October 22, 2015.

Section 10. Acknowledgement of Public Purpose. The undertaking of the Project and the financing thereof with proceeds of the Funding Assistance are in the public interest, serve a public purpose of the Local Government and will promote the health, welfare and safety of the residents of the Local Government.

Section 11. Approval and Authorization of Contracts. The Local Government hereby approves and accepts all contracts relating to the financing and undertaking of the Project and the Mayor and Recorder are hereby authorized and directed to execute and deliver all such contracts.

Section 12. Approval of Costs of Issuance. The Local Government hereby approves the costs of issuance and authorizes the payment of the same.

Section 13. Statutory Notice and Public Hearing. Upon adoption hereof, the abstract of this Ordinance in the form set forth in Exhibit C attached hereto and incorporated herein by reference, shall be published once a week for two successive weeks, with at least 6 full days intervening between each publication, in the Ritchie Gazette, a qualified newspaper published and of general circulation in the Town of Auburn, together with a notice stating that this Ordinance has been adopted and that the Issuer contemplates the issuance of the Series 2015 Note, and that any person interested may appear before the Town Council upon a certain date, not less than 10 days subsequent to the date of the first publication of such abstract of this Ordinance and notice, and present protests, and that a certified copy of this Ordinance is on file with the Issuer for review by interested persons during office hours of the Issuer. The Town Council hereby determines that the abstract contains sufficient information as to give notice of the contents hereof. At such hearing, all objections and suggestions shall be heard and the Town Council shall take such action as it shall deem proper in the premises.

Section 14. Effective Date. This Ordinance shall be effective immediately following enactment of the same.

Advanced on First Reading: September 22, 2015

Second Reading and adoption: September 29, 2015

Public Hearing and Enactment: October 13, 2015

  
\_\_\_\_\_  
Mayor

CERTIFICATION

Certified as a true copy of an Ordinance duly enacted by the Council of the Town of Auburn on the 13th day of October, 2015.

Dated this 22<sup>nd</sup> day of October, 2015.



*Sherry L Combs*  
Recorder

## EXHIBIT A

### PROJECT DESCRIPTION

The Project consists of the design of providing approximately fifty (50) customers with adequate wastewater treatment, while eliminating the Town's existing raw sewer discharges to Bone Creek. The Town has proposed to purchase and install individual wastewater filter units on each property. These units will be owned by the individual property owners. This project proposes a decentralized system, and is eligible for Green Project Reserve Funds. The project includes the installation of fifty (50) individual treatment units with accompanying electrical connections, twenty (20) drip fields, 5,000 linear feet (LF) of polyvinyl chloride (PVC) effluent lines, 4,000 LF of restoration work, seven (7) road crossings, and any miscellaneous appurtenances. A Maintenance Association is also proposed as part of this project. Individual property owners served by this project will pay a monthly fee of \$35.67 to the Maintenance Association, which will cover a percentage of scheduled maintenance, repairs, and inspections.

EXHIBIT B

FORM OF DESIGN FUNDING ASSISTANCE AGREEMENT

Green Reserve Design Funding Assistance Agreement included in transcript as Document 2.2.

EXHIBIT C

FORM OF NOTICE OF PUBLIC HEARING AND ABSTRACT OF ORDINANCE

**[To Be Published twice in the Ritchie Gazette on Wednesday, September 30, 2015 and  
Wednesday October 7, 2015.]**

TOWN OF AUBURN, WEST VIRGINIA

NOTICE OF PUBLIC HEARING AND ABSTRACT OF NOTE ORDINANCE

Notice is hereby given to any person interested that on September 29, 2015 the Town Council of the Town of Auburn, West Virginia (the "Town") adopted an ordinance which, among other things:

Authorized the design of certain decentralized sewer facilities (the "Project") to serve residents of the Town of Auburn, and the financing of such design costs thereof through the issuance of Design Funding Assistance in the aggregate principal amount of \$303,000 in Design Funding Assistance Note, Series 2015 (West Virginia CWSRF Program) (the "Note"). The funds advanced under the Note are forgivable on the 30<sup>th</sup> day of June in the year advanced.

The Town contemplates the issuance of the Note described in, and under the conditions set forth in the Ordinance abstracted above. Any person interested may appear before the Council of the Town of Auburn at a regular meeting on October 13, 2015, at 7:00 p.m., in the Council Chambers, Town Hall, Auburn, West Virginia, and present protests and be heard as to whether the above-described Ordinance shall be put into effect.

A certified copy of the Ordinance as adopted by the Council of Town is on file with the Recorder for review by interested persons during the regular office hours of Town Hall.

/s/ Sherry Combs

Recorder of the Town of Auburn,  
West Virginia

**AFFIDAVIT OF PUBLICATION**

STATE OF WEST VIRGINIA,  
COUNTY OF RITCHIE, to-wit:

I, Denise J. Duellley, being first duly sworn upon my oath, do depose and say that I am a member of Ritchie Gazette Publishing Limited Liability Company, publisher of the newspaper entitled **RITCHIE GAZETTE AND THE CAIRO STANDARD**, a Republican newspaper; that I have been duly authorized by the members of such company to execute this affidavit of publication; that such newspaper has been published for more than one year prior to publication of the annexed notice described below; that such newspaper is regularly published weekly, for at least fifty weeks during the calendar year, in the Municipality of Harrisville, Ritchie County, West Virginia; that such newspaper is a newspaper of "general circulation", as that term defined in article three, chapter fifty-nine of the Code of West Virginia, 1931, as amended, within the publication area or areas of the aforesaid municipality, county, and state; that such newspaper averages in length four or more pages, exclusive of any cover, per issue; that such newspaper is circulated to the general public at a definite price or consideration; that such newspaper is a newspaper to which the general public resorts for passing events of a political, religious, commercial and social nature, and for the current happenings, announcements, miscellaneous reading materials, advertisements, and other notices; that the annexed notice of:

**NOTICE OF PUBLIC HEARING**  
**(CIR 2)**

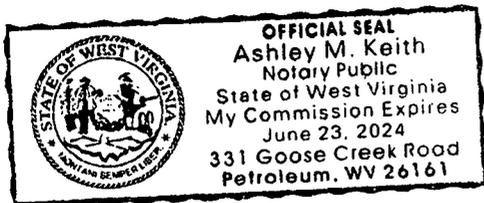
was duly published two weeks beginning with the **30TH DAY OF SEPTEMBER, 2015**, issue, and ending with the **7TH DAY OF OCTOBER, 2015**, issue, and that the cost of publishing said annexed notice was **\$71.85**.

/s/ Denise J. Duellley  
Publisher, Ritchie Gazette & Cairo Standard

Taken, subscribed and sworn to before me in my said county this: 8th day of October, 2015.

Ashley M. Keith  
Notary Public of Ritchie County, West Virginia

My commission expires June 23, 2024



**TOWN OF AUBURN, WEST VIRGINIA**  
**NOTICE OF PUBLIC HEARING AND**  
**ABSTRACT OF NOTE ORDINANCE**

Notice is hereby given to any person interested that on September 29, 2015 the Town Council of the Town of Auburn, West Virginia (the "Town") adopted an ordinance which, among other things:

Authorized the design of certain decentralized sewer facilities (the "Project") to serve residents of the Town of Auburn, and the financing of such design costs thereof through the issuance of Design Funding Assistance in the aggregate principal amount of \$303,000 in Design Funding Assistance Note, Series 2015 (West Virginia CWSRF Program) (the "Note"); The funds advanced under the Note are forgivable on the 30th day of June in the year advanced.

The Town contemplates the issuance of the Note described in, and under the conditions set forth in the Ordinance abstracted above. Any person interested may appear before the Council of the Town of Auburn at a regular meeting on October 13, 2015, at 7:00 p.m., in the Council Chambers, Town Hall, Auburn, West Virginia, and present protests and be heard as to whether the above-described Ordinance shall be put into effect.

A certified copy of the Ordinance as adopted by the Council of Town is on file with the Recorder for review by interested persons during the regular office hours of Town Hall.

/s/ Sherry Combs  
Recorder of the Town of Auburn,  
West Virginia

c9/30-10/7

# SPECIMEN



UNITED STATES OF AMERICA  
STATE OF WEST VIRGINIA  
TOWN OF AUBURN  
DESIGN FUNDING ASSISTANCE NOTE, SERIES 2015  
(WEST VIRGINIA CWSRF PROGRAM)

No. R-1

\$303,000

KNOW ALL MEN BY THESE PRESENTS: That the TOWN OF AUBURN, public corporation and political subdivision of the State of West Virginia in Ritchie County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of THREE HUNDRED THREE THOUSAND DOLLARS (\$303,000), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference. The principal amounts advanced under the Series 2015 Notes will be deemed forgiven on the 30<sup>th</sup> day of June in the fiscal year in which advanced. The Series 2015 Notes shall be deemed no longer outstanding after the last advance is forgiven.

This Note shall bear no interest.

This Note is issued to pay the costs of the design of certain sewer facilities (the "Project"). This Note is issued under an Ordinance duly enacted by the Issuer on October 13, 2015 (the "Ordinance") and the Design Funding Assistance Agreement by and among the Issuer, the Authority and the Department of Environmental Protection (the "DEP"), dated October 22, 2015, and is subject to all the terms and conditions thereof.

This Note, 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.

All money received from the sale of this Note, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Design Funding Assistance Agreement, shall be applied solely to payment of the costs of the Project and costs of issuance hereof as described in the Design Funding Assistance Agreement, and there shall be and hereby is created and granted a lien upon such moneys, until so applied, in favor of the registered owner of this Note.

NUMBER  
R-1  
**SPECIMEN**

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 Note do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Note, 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.

All provisions of the Ordinance, Design Funding Assistance Agreement, resolutions and statutes under which this Note is issued shall be deemed to be a part of the contract evidenced by this Note to the same extent as if written fully herein.

IN WITNESS WHEREOF, TOWN OF AUBURN has caused this Note to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its Recorder, and has caused this Note to be dated October 22, 2015.



*[Signature]*  
Mayor

ATTEST:

*[Signature]*  
Recorder

# SPECIMEN

RECORD OF ADVANCES

<u>AMOUNT</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>DATE</u>
(1) \$22,307	October 22, 2015	(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 \$

# SPECIMEN

## ASSIGNMENT

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

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

\_\_\_\_\_

In the presence of:

\_\_\_\_\_

CERTIFICATE OF CONSULTING ENGINEER

TOWN OF AUBURN  
DESIGN FUNDING ASSISTANCE NOTE, SERIES 2015  
(WEST VIRGINIA CWSRF PROGRAM)

I, Frederick L. Hypes, Registered Professional Engineer, West Virginia License No. 9327, of Dunn Engineers, Inc., Consulting Engineers, Charleston, West Virginia, hereby certify as follows:

1. My firm is engineer for the design (the "Project") of a decentralized system (the "System") to be constructed primarily in the Town of Auburn, Ritchie County, West Virginia (the "Issuer"), which design is being permanently financed by the Funding Assistance. Capitalized words not defined herein shall have the same meaning set forth in the note Ordinance adopted or enacted by the Issuer on October 13, 2015, and the Green Reserve Design Funding Assistance Agreement by and among the Issuer, the West Virginia Water Development Authority (the "Authority"), and the West Virginia Department of Environmental Protection (the "DEP"), dated October 22, 2015.

2. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Project, the Project design will be completed by Dunn Engineers, Inc., Consulting Engineer, as described in the application submitted to the DEP; (ii) the Project will be designed to be adequate for its intended purpose and will have a useful life of at least 20 years, if properly operated and maintained, excepting anticipated replacements due to normal wear and tear; (iii) prior to construction, my firm will assist the Issuer in obtaining all applicable permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the Project and the operation of the System; (iv) the Project design will be performed in compliance with the provisions of West Virginia Code Chapter 22, Article 29; and (v) attached hereto as Exhibit A is the final amended "Schedule A - Total Cost of Project; and Sources of Funds and Costs of Financing" for the Project.

WITNESS my signature and seal on this 22<sup>nd</sup> day of October, 2015.

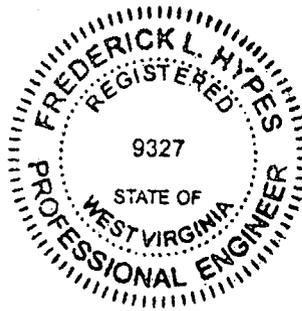
DUNN ENGINEERS, INC.



---

By: Frederick L. Hypes, P.E., P.S.  
West Virginia License No. 9327

[SEAL]



**WEST VIRGINIA INFRASTRUCTURE AND JOBS DEVELOPMENT COUNCIL**  
**SCHEDULE B --TOTAL PROJECT**  
**TOWN OF AUBURN - DECENTRALIZED SEWER TREATMENT**  
**SEWER PROJECT - IJDC #2014S-1526**  
**COST OF PROJECT, SOURCES OF FUNDS AND COST OF FINANCING**

A. Cost of Project	Total	WVDEP CWSRF (Design Grant)	WVDEP CWSRF (Debt Forgiveness)	SCBG (Grant)
1. Construction				
a. Contract 1	\$ 1,931,000.00	\$ -	\$ 456,000.00	\$ 1,475,000.00
b. Contract 2	\$ -	\$ -	\$ -	\$ -
c. Construction Contingency	\$ 193,100.00	\$ -	\$ 193,100.00	\$ -
2. Technical Services				
a. Study and Report	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -
b. Design	\$ 148,000.00	\$ 148,000.00	\$ -	\$ -
c. Bidding and Negotiation	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -
c. Engineering During Construction	\$ 57,500.00	\$ -	\$ 57,500.00	\$ -
d. Special Services	\$ 75,000.00	\$ 75,000.00	\$ -	\$ -
e. Inspections Services	\$ 130,000.00	\$ -	\$ 130,000.00	\$ -
f. Asset Management Plan	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -
3. Legal & Fiscal				
a. Legal - Local	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ -
a. Legal - PSC	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -
c. Accounting	\$ 9,000.00	\$ -	\$ 9,000.00	\$ -
d. Project Coordinator	\$ 35,000.00	\$ 10,000.00	\$ -	\$ 25,000.00
4. Sites and Other Lands				
a. Sites and Lands	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -
b. Right-of-way Activities	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -
5. Miscellaneous				
a. Permits	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -
b. Other Administration	\$ -	\$ -	\$ -	\$ -
c. Interim Financing	\$ -	\$ -	\$ -	\$ -
Project Contingency	\$ 3,625.00	\$ -	\$ 3,625.00	\$ -
8. Total of Lines 1 through 7	\$ 2,687,225.00	\$ 293,000.00	\$ 894,225.00	\$ 1,500,000.00
<b>B. Cost of Financing</b>				
9. Capitalized Interest	\$ -	\$ -	\$ -	\$ -
10. Other Costs				
a. Bond Counsel	\$ 27,500.00	\$ 10,000.00	\$ 17,500.00	\$ -
b. Bank Registrar Fee	\$ -	\$ -	\$ -	\$ -
c. Funded Reserve	\$ -	\$ -	\$ -	\$ -
11. Total Cost of Financing	\$ 27,500.00	\$ 10,000.00	\$ 17,500.00	\$ -
12. Total Project Cost (line 8 plus line 11)	\$ 2,714,725.00	\$ 303,000.00	\$ 911,725.00	\$ 1,500,000.00
<b>C. Sources of Funds</b>				
13. Federal Grants:	\$ 1,500,000.00	\$ -	\$ -	\$ 1,500,000.00
14. State Grants	\$ -	\$ -	\$ -	\$ -
15. Other Grants	\$ 1,214,725.00	\$ 303,000.00	\$ 911,725.00	\$ -
16. Total of Sources	\$ 2,714,725.00	\$ 303,000.00	\$ 911,725.00	\$ 1,500,000.00
17. Size of Bond Issue	\$ -	\$ -	\$ -	\$ -

Signature of Authorized Representative  
10-13-15

Signature of Consulting Engineer  
14 October 2015

TOWN OF AUBURN  
DESIGN FUNDING ASSISTANCE NOTE, SERIES 2015  
(WEST VIRGINIA CWSRF PROGRAM)

RECEIPT FOR FUNDING ASSISTANCE PROCEEDS

The undersigned Mayor of the Town of Auburn (the "Issuer"), for and on behalf of the Issuer, hereby certifies as follows:

On the 22<sup>nd</sup> day of October, 2015, the Issuer received and hereby acknowledges receipt from the West Virginia Water Development Authority (the "Authority"), on behalf of the Clean Water State Revolving Fund, pursuant to a Design Funding Assistance Agreement between the Authority, the Issuer and the West Virginia Department of Environmental Protection, dated October 22, 2015 (the "Funding Assistance"), of \$22,307, being a portion of the \$303,000 principal amount of the Funding Assistance. The Issuer understands that the remaining proceeds of the Funding Assistance will be advanced to the Issuer from time to time as design proceeds to completion.

WITNESS my signature on this 22<sup>nd</sup> day of October, 2015.

TOWN OF AUBURN

  
\_\_\_\_\_  
Mayor

TOWN OF AUBURN  
DESIGN FUNDING ASSISTANCE NOTE, SERIES 2015  
(WEST VIRGINIA CWSRF PROGRAM)

RECEIPT FOR NOTE

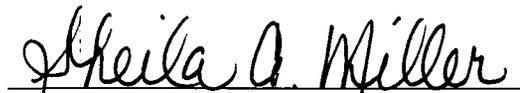
The undersigned authorized representative of the West Virginia Water Development Authority (the "Authority"), for and on behalf of the Authority, hereby certifies as follows:

1. On the 22<sup>nd</sup> day of October, 2015, in Charleston, West Virginia, the Authority received the entire original issue of \$303,000 in aggregate principal amount of the Design Funding Assistance Note, Series 2015 (West Virginia CWSRF Program), of the Town of Auburn (the "Issuer"), dated October 22, 2015, and numbered R-1 (the "Note").

2. At the time of the receipt of the Note, it had been executed by the Mayor of the Issuer and the seal had been placed on the Note and attested to by the Recorder of the Issuer.

WITNESS my signature on this 22<sup>nd</sup> day of October, 2015.

WEST VIRGINIA WATER DEVELOPMENT  
AUTHORITY

  
\_\_\_\_\_  
Authorized Representative

**WEST VIRGINIA MUNICIPAL BOND COMMISSION**

Suite 1117  
900 Pennsylvania Ave., Charleston, WV 25302  
(304) 558-3971

**NEW ISSUE REPORT FORM**

Date of Report: October 22, 2015

ISSUE: Town of Auburn Design Funding Assistance Note, Series 2015 (CWSRF)

ADDRESS: P.O. Box 37 Auburn, WV 26325 COUNTY: Ritchie

PURPOSE OF ISSUE: New Money X  
Refunding \_\_\_\_\_ Refunds issue(s) dated: \_\_\_\_\_

ISSUE DATE: October 22, 2015 CLOSING DATE: October 22, 2015

ISSUE AMOUNT: \$303,000 RATE: Principal Forgiveness

1st DEBT SERVICE DUE: N/A 1st PRINCIPAL DUE: N/A

1st DEBT SERVICE AMOUNT: N/A PAYING AGENT: N/A

BOND COUNSEL: Jackson Kelly PLLC UNDERWRITERS COUNSEL: \_\_\_\_\_  
Contact Person: Samme L. Gee, Esq. Contact Person: \_\_\_\_\_  
Phone: (304) 340-1318 Phone: (304)

CLOSING BANK: West Union Bank ESCROW TRUSTEE: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Phone: (304) 873-2361 Phone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

KNOWLEDGEABLE ISSUER CONTACT: OTHER: WV CWSRF  
Contact Person: Robert Lowther Contact Person: Kim Henderson  
Position: Mayor Function: Program Manager  
Phone: (304) 349-2257 Phone: (304)  
E-Mail: townofauburn@yahoo.com

DEPOSITS TO MBC AT CLOSE: \_\_\_\_\_ Accrued Interest: \$ \_\_\_\_\_  
\_\_\_\_\_ Capitalized Interest: \$ \_\_\_\_\_  
By \_\_\_\_\_ Wire \_\_\_\_\_ Reserve Account: \$ \_\_\_\_\_  
\_\_\_\_\_ Check \_\_\_\_\_ Other: \$ \_\_\_\_\_

REFUNDS & TRANSFERS BY MBC AT CLOSE:  
By \_\_\_\_\_ Wire \_\_\_\_\_ To Escrow Trustee: \$ \_\_\_\_\_  
\_\_\_\_\_ Check \_\_\_\_\_ To Issuer: \$ \_\_\_\_\_  
\_\_\_\_\_ IGT \_\_\_\_\_ To Cons.Invest.Fund \$ \_\_\_\_\_  
\_\_\_\_\_ To Other: \$ \_\_\_\_\_

NOTES: Principal forgiveness—amounts advanced deemed forgiven on June 30 in the fiscal year in which advanced.

**FOR MUNICIPAL BOND COMMISSION USE ONLY:**

Documents Required: \_\_\_\_\_  
Transfers Required: \_\_\_\_\_  
\_\_\_\_\_

SRF PAYMENT REQUISITION FORM

1. LOAN RECIPIENT/VENDOR:  
 NAME: Town of Auburn  
 ADDRESS: 12109 Auburn Road  
Auburn, WV 26325  
 FEIN: 55-0769520  
 DUNS: 962401662
2. SRF #: C-547201
3. INVOICE NUMBER: 1
4. PERIOD COVERED BY THIS REQUEST (MO/DAY/YR)  
 FROM: (MO/DAY/YR) 8/28/2015 TO: (MO/DAY/YR) 10/22/2015
5. % PHYSICAL CONSTRUCTION COMPLETION 0%

CLASSIFICATION	A) APPROVED BUDGET	B) PREVIOUS APPROVED	C) THIS REQUEST	D) TOTAL COLUMNS B&C	E) AGENCY USE ONLY SRF
1) CONSTRUCTION			\$ -	\$ -	
2) CONSTRUCTION CONT.				\$ -	
3) ENGINEERING					
a. Study and Report	\$ 10,000		\$ 10,000	\$ 10,000	10,000
B. Design	\$ 148,000			\$ -	
c. Special Services	\$ 75,000			\$ -	
4) LEGAL - local	\$ 5,000		\$ 2,232	\$ 2,232	2,232
5) ADMINISTRATIVE	\$ 10,000			\$ -	
6) RIGHT OF WAY ACTIVITIES	\$ 10,000			\$ -	
7) SITES AND LANDS	\$ 10,000			\$ -	
8) PERMITS	\$ 25,000		\$ 75	\$ 75	75
9) BOND COUNSEL	\$ 10,000		\$ 10,000	\$ 10,000	10,000
10) REGISTRAR FEE				\$ -	
11) SUBTOTAL	\$ 303,000	\$ -	\$ 22,307	\$ 22,307	22,307
12) LESS PREVIOUSLY PAID				\$ -	0
13) INVOICE AMOUNT				\$ 22,307	22,307

14) <u><i>Robert Lowther</i></u> AUTHORIZED SIGNATURE <u>Robert Lowther, Mayor</u> TYPED OR PRINTED NAME AND TITLE	<u>10-13-15</u> DATE	15) <u><i>Luke Peters</i></u> PERSON PREPARING FORM SIGNATURE <u>Luke Peters, MOVRC</u> TYPED OR PRINTED NAME AND TITLE	_____ DATE
---	-------------------------	--	---------------

AGENCY USE ONLY:

THIS REQUEST APPROVED BY:		WV DEPARTMENT OF ENVIRONMENTAL PROTECTION	
<u><i>David Thompson</i></u> PROJECT REVIEWER	<u>10/14/15</u> DATE	<u><i>L. S. A.</i></u> AUTHORIZED OFFICER	<u>10/14/15</u> DATE

**C-547 201  
TOWN OF AUBURN**

**RESOLUTION OF THE AUBURN TOWN COUNCIL  
APPROVING INVOICES RELATED TO SERVICES FOR THE PROPOSED  
PROJECT AND AUTHORIZING PAYMENT THEREOF,**

**WHEREAS,** the Auburn Town Council has reviewed the invoices attached hereto and incorporated herein by reference relation to the Project funded by the Clean Water State Revolving Fund Program (SRF) and find as follows:

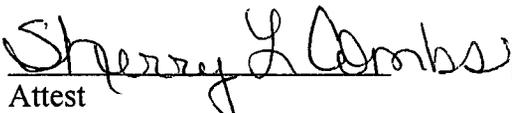
1. That none of the items for which payment is proposed to be made has formed the basis for any disbursement theretofore made.
2. That each item for which the payment is proposed to be paid is or was necessary in connection with the Project and constitutes a Cost of the project.
3. That each of such costs has been otherwise properly incurred.
4. That the payment for each of the items proposed is due and owing.

**NOW THEREFORE BE IT RESOLVED** that Mayor Robert Lowther is hereby authorized to request payment of said invoices by DEP-CWSRF as follows:

<b>LINE ITEM</b>	<b>VENDOR</b>	<b>DEP-SRF</b>
Engineering – Study and Report	Dunn Engineers, Inc	\$10,000.00
Legal- Local	Spilman Thomas & Battle	\$2,232.00
Bond Counsel	Jackson Kelly Attorneys PLLC	\$10,000.00
Permits	WV DNR	\$75.00
<b>TOTAL</b>		<b>\$22,307.00</b>

**ADOPTED BY** the Auburn Town Council at the meeting held on October 13<sup>th</sup>, 2015.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Attest





# DUNN ENGINEERS, INC.

September 11, 2015

Honorable Robert Lowther, Mayor  
Town of Auburn  
P.O. Box 37  
Auburn, WV 26325

**RE: Town of Auburn  
Wastewater Treatment Services  
Our Project 1124, Invoice No. 1**

Dear Mayor Lowther:

Enclosed is our Invoice No. 1 for the Town of Auburn per our contractual agreement dated October 9, 2012. This contract is to provide wastewater treatment services throughout the Town and environs. This project will be designed in accordance with the requirements of the WV Bureau for Public Health (64CSR47) and the WV Department of Environmental Protection (47CSR31). Alternatives for service that will be evaluated include conventional sewage collection and treatment with surface and subsurface discharges and decentralized systems with subsurface discharges or a combination of both. During this reporting period:

- Completed the Study Phase

Should you have any questions or concerns, please feel free to call.

Sincerely,

**DUNN ENGINEERS, INC.**

F. Wayne Hypes, P.E., F.S.  
President

FWH:sz

Enclosure

c: Luke Peters, Region V P&DC

September 11, 2015

Honorable Robert Lowther, Mayor  
Town of Auburn  
P.O. Box 37  
Auburn, WV 26325

RE: Town of Auburn  
Wastewater Treatment Services  
Our Project 1124, Invoice No. 1

**INVOICE FOR PROFESSIONAL ENGINEERING SERVICES**

per our contract signed October 9, 2012  
for the period through August 21, 2015

Study and Report Phase	\$10,000.00
Preliminary Design Phase (Amendment No. 1)	80,000.00
Final Design Phase (Amendment No. 1)	68,000.00
Bidding Phase (Amendment No. 1)	15,000.00
Construction Phase (Amendment No. 1)	
• Administration	57,500.00
• Resident Project Representative (hourly - not to exceed) plus expenses	130,500.00
Post Construction Phase (Amendment No. 1)	
Additional Services (Amendment No. 1 - including surveying)	<u>75,000.00</u>
<b>TOTAL PROJECT AMOUNT</b>	<b>\$436,000.00</b>

• Study and Report Phase @ 100% Complete	\$10,000.00
• Preliminary Design Phase @ 0% Complete	.00
• Final Design Phase @ 0% Complete	.00
• Bidding Phase @ 0% Complete	.00
• Construction Phase @ 0% Complete	.00
• Administration	.00
• Resident Project Representative	.00
• Post Construction Phase @ 0% Complete	.00
• Additional Services @ 0% Complete	<u>.00</u>

TOTAL AMOUNT DUE \$10,000.00

Less Amount Previously Billed .00

**TOTAL AMOUNT DUE THIS INVOICE \$10,000.00**



SPILMAN THOMAS & BATTLE, PLLC

ATTORNEYS AT LAW

Prepared for:

Town of Auburn
c/o Bob Leach
Mid-Ohio Valley Regional Council
531 Market Street
Parkersburg, WV 26101

Date: 08/04/2015
Client: 019717
Matter: 019717.0001
Billing Professional: Susan J. Riggs
FEIN: 55-0282458

CLIENT: Town of Auburn
MATTER: Town of Auburn Wastewater System Improvements Project

STATEMENT OF ACCOUNT

Period Covered: 07/01/2015 - 07/31/2015

Table with 6 columns: Invoice Date, Invoice Number, Invoice Total, Payments/Credits, Balance Due. Rows include 11-28-2012, 06-12-2013, 10-22-2013, and a TOTAL row.

Terms - Payable in full on receipt

Summary table with 7 columns: 0-30 DAYS, 31-60 DAYS, 61-90 DAYS, 91-120 DAYS, OVER 120 DAYS, TOTAL DUE. Values are 0.00, 0.00, 0.00, 0.00, 2,232.00, 2,232.00.

Direct any questions to our Billing Department at 1-800-967-8251.



SPILMAN THOMAS & BATTLE, PLLC

ATTORNEYS AT LAW

08/04/2015
Client: 019717
Matter: 019717.0001
Billing Professional: Susan J. Riggs

New Balance \$

Amount Enclosed \$

2,232.00

[Empty box for amount enclosed]

Mail payment to:
ATTN: Accounts Receivable
Spilman Thomas & Battle, PLLC
300 Kanawha Boulevard, East
Post Office Box 273
Charleston, WV 25321-0273

Payment Coupon

NO. 214-547

**INVOICE**

***West Virginia Division of Natural Resources***

Wildlife Resources Section, P.O. Box 67, Elkins, WV 26241

Attention: Ms. Patty Fordyce

**In Account With:** **Town of Auburn**  
P.O. Box 37  
Auburn, WV 26325

**Date:** February 25, 2014

---

For the retrieval and compilation of information on rare, threatened and endangered species and sensitive habitats for the proposed wastewater treatment system project for the Town of Auburn in Ritchie County, WV.

**AMOUNT DUE: \$75.00**

Make check payable to WV Division of Natural Resources. **Please reference the invoice number on your check.** Mail to the above address and to the attention of Ms. Fordyce.



500 LEE STREET EAST • SUITE 1600 • P.O. BOX 553 • CHARLESTON, WEST VIRGINIA 25322 • TELEPHONE: 304-340-1000 • TELECOPIER: 304-340-1130  
www.jacksonkelly.com

**INVOICE**

EMPLOYER I.D. NO. 550394215

October 22, 2015

25656/301

Town of Auburn  
PO Box 37  
Auburn, WV 26325  
ATTN: Robert Lowther, Mayor

Re: Town of Auburn  
Design Funding Assistance Note, Series 2015 (West Virginia CWSRF Program)

For legal fees and expenses rendered serving as bond counsel for  
the above-referenced transaction.

FEES & EXPENSES: \$10,000.00

TOTAL STATEMENT: \$10,000.00

Wiring Instructions:

Jackson Kelly PLLC  
1600 Laidley Tower  
500 Lee Street  
PO Box 553  
Charleston, WV 25301

Bank Name Branch Banking & Trust  
ABA Number 051503394  
Account Number 5172879588  
Reference Information: 25656/301

**CLOSING MEMORANDUM**

**To:** Robert Lowther, Mayor  
Sherri Combs, Town Recorder  
Kim Henderson, WV DEP  
Sheila Miller, WV WDA  
Sara Rogers, WV MBC

**From:** Samme L. Gee, Esq.

**Date:** October 22, 2015

**Re:** Town of Auburn Design Funding Assistance Note, Series 2015  
(West Virginia CWSRF Program) 2014S-1526/C-547201

---

**DISBURSEMENTS TO TOWN:**

Payor: West Virginia CWSRF Program  
Source: CWSRF Design Funding Assistance  
Amount: \$22,307  
Date: October 22, 2015  
Form: Wire  
Payee: Town of Auburn  
Bank: Community Bankers' Bank  
Bank Address: 2601 Promenade Parkway  
Midlothian, VA 23113  
Bank Contact: (804) 794-5885  
Routing #: 051005106  
Account #: 051502159  
Account Name: West Union Bank\*

\*For the benefit of:  
West Union Bank  
105 E. Main Street  
West Union, WV 26456  
(304) 873-2361  
Town of Auburn General Fund/ Account #1047660



SPILMAN THOMAS & BATTLE, PLLC

ATTORNEYS AT LAW

October 22, 2015

Town of Auburn  
12109 Auburn Road  
Auburn, WV 26325

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

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

Re: Town of Auburn  
\$303,000 Design Funding Assistance Note, Series 2015  
(West Virginia CWSRF Program)

Ladies and Gentlemen:

I am counsel to the Town of Auburn (the "Local Government"), a political subdivision and public corporation of the State of West Virginia.

I have examined a certified copy of proceedings and other papers relating to the authorization of a Green Reserve Design Funding Assistance Agreement dated October 22, 2015, including all schedules and exhibits attached thereto (the "Funding Assistance Agreement"), among the Local Government, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP"). All capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Funding Assistance Agreement and the Local Act.

The Funding Assistance is being provided for the purposes of (i) designing a decentralized treatment system, and (ii) paying certain issuance and other costs in connection therewith.

I have also examined the applicable provisions of Chapter 16, Article 13 and Chapter 22C, Article 2 of the Code of West Virginia, 1931, as amended (the "Local Statute"), and the ordinance duly enacted by the Local Government on October 13, 2015 (the "Local Act"), pursuant to and under which Local Statute and Local Act, the Funding Assistance is authorized and the Funding Assistance Agreement has been undertaken. The Funding Assistance is forgivable at the end of each fiscal year in which funds are advanced for the Project.

Town of Auburn, et al.  
October 22, 2015  
Page 2 of 3

Based upon the foregoing and upon my examination of such other documents as I have deemed necessary, I am of the opinion as follows:

1. The Funding Assistance Agreement has been duly authorized by and executed on behalf of the Local Government and is a valid and binding special obligation of the Local Government, enforceable in accordance with the terms thereof.
2. The Funding Assistance Agreement inures to the benefit of the Authority and the DEP and cannot be amended so as to affect adversely the rights of the Authority or the DEP or diminish the obligations of the Local Government without the consent of the Authority and the DEP.
3. The Local Government is a duly organized and validly existing municipality, with full power and authority to undertake the Project, to adopt or enact the Local Act and to enter into the Funding Assistance Agreement, all under the Local Statute and other applicable provisions of law.
4. The members and officers of the governing body of the Local Government have been duly and properly authorized and elected, have taken the requisite oaths and are thereby authorized to act on behalf of the Local Government in their respective capacities.
5. The Local Act and all other necessary orders and resolutions have been legally and effectively adopted or enacted by the Local Government and constitute valid and binding obligations of the Local Government, enforceable against the Local Government in accordance with their terms. The Local Act contains provisions and covenants substantially in the form of those set forth in Section 4.1 of the Funding Assistance Agreement.
6. The execution and delivery of the Funding Assistance Agreement and the consummation of the transactions contemplated by the Funding Assistance Agreement and the Local Act, and the carrying out of the terms thereof, do not and will not, in any material respect, conflict with or constitute, on the part of the Local Government, a breach of or default under any resolution, agreement or other instrument to which the Local Government is a party or any existing law, regulation, court order or consent decree to which the Local Government is subject.
7. The Local Government has received all permits, licenses, approvals, consents, exemptions, orders, certificates and authorizations necessary for the creation and existence of the Local Government, the acceptance of the Funding Assistance, and the undertaking of the Project including, without limitation, all requisite permits, approvals, orders and certificates from the DEP and the West Virginia Infrastructure and Jobs Development Council.

Town of Auburn, et al.

October 22, 2015

Page 3 of 3

8. To the best of our knowledge, there is no litigation, action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Funding Assistance Agreement or the Local Act, the undertaking of the Project, or the operation of the System.

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

Very truly yours,

*Spilman Thomas & Battle, PLLC*

SPILMAN THOMAS & BATTLE, PLLC