

CITY OF RICHWOOD
COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS,
SERIES 2022 A
(WEST VIRGINIA DWTRF PROGRAM); AND
COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS,
SERIES 2022 B
(WEST VIRGINIA DWTRF PROGRAM/FORGIVABLE)

BOND ORDINANCE

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CITY OF RICHWOOD

BOND ORDINANCE

ORDINANCE AUTHORIZING ACQUISITION AND CONSTRUCTION OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC WATERWORKS SYSTEM OF THE CITY OF RICHWOOD AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE CITY OF RICHWOOD OF NOT MORE THAN \$8,000,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2022 A (WEST VIRGINIA DWTRF PROGRAM); AND NOT MORE THAN \$3,000,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2022 B (WEST VIRGINIA DWTRF PROGRAM/FORGIVABLE); 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 SERIES 2022 A AND SERIES 2022 B BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

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

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 16, Article 13C 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 Richwood (the “Issuer”) is a municipal corporation and political subdivision of the State of West Virginia in Nicholas County of said State.

B. The Issuer presently owns and operates a public combined waterworks and

sewerage system. However, it is deemed necessary and desirable for the health and welfare of the inhabitants of the Issuer that there be acquired and constructed certain extensions, additions, betterments and improvements to the waterworks portion of the existing public combined waterworks and sewerage system of the Issuer, consisting of (i) improvements to the water treatment plant by replacing pneumatically actuated automated valves with electric actuated valves, adding filter to the waste valve and line, rehabilitating the existing 500,000 gallon Lynn Street water storage tank, and replacing flocculator assemblies, settling tube modules, filter medias, surface wash-arm assemblies, high service pumps and backwash pump drives and obsolete control panels; (ii) construct a new 100,000 gallon water storage tank at Hinkle Mountain and a new booster station for the Hinkle Mountain extension area, a new pressure reducing station for the Hinkle Mountain extension area; (iii) extend water distribution mains to serve 11 new customers in the Little Laurel area; (iv) extend water distribution mains to serve 65 new customers in the Hinkle Mountain area; and (v) replace 959 manual read residential meters with radio read meters, together with all necessary appurtenances (collectively, the "Project") (the existing public combined waterworks and sewerage system of the Issuer, the Project and any further extensions, additions, betterments and improvements thereto are herein called the "System"), in accordance with the plans and specifications prepared by the Consulting Engineers, which plans and specifications have heretofore been filed with the Issuer.

C. The Issuer intends to permanently finance a portion of the costs of acquisition and construction of the Project through the issuance of its revenue bonds to the West Virginia Water Development Authority (the "Authority"), which administers the West Virginia Drinking Water Treatment Revolving Fund.

D. It is deemed necessary for the Issuer to issue its Combined Waterworks and Sewerage System Revenue Bonds, in the total aggregate principal amount of not more than \$11,000,000 in two or more series initially planned to be the (i) Combined Waterworks and Sewerage System Revenue Bonds, Series 2022 A (West Virginia DWTRF Program) in the aggregate principal amount of not more than \$8,000,000 (the "Series 2022 A Bonds"); and Combined Waterworks and Sewerage System Revenue Bonds, Series 2022 B (West Virginia DWTRF Program/Forgiveness) in the aggregate principal amount of not more than \$3,000,000 (the "Series 2022 B Bonds"); (collectively, the "Series 2022 Bonds") to permanently finance a portion of the costs of acquisition and construction of the Project, and pay certain costs of issuance thereof. Such costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest, if any, upon the Series 2022 Bonds prior to and during acquisition or construction and for a period not exceeding 6 months after completion of acquisition and construction of the Project; amounts which may be deposited in the Series 2022 A Bonds Reserve Account (as hereinafter defined); engineering and legal expenses; expenses for estimates of costs and revenues, expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise, administrative expense, commitment fees, fees and expenses of the Authority including the Administrative Fee (as hereinafter defined) for the Series 2022 A Bonds; discount, initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2022 Bonds and such other expenses as may be necessary or incidental to the financing herein authorized, the acquisition or construction of the Project and the placing of same in operation, and the performance of the things herein required or permitted, in connection with any thereof; provided, that reimbursement to the Issuer for any amounts expended by it for allowable costs prior

to the issuance of the Series 2022 Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

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

F. It is in the best interests of the Issuer that its Series 2022 Bonds be sold to the Authority pursuant to the terms and provisions of a Loan Agreement by and between the Issuer and the Authority on behalf of the West Virginia Bureau for Public Health (the "BPH") in the form satisfactory to the respective parties (the "Loan Agreement") which is in a form satisfactory to the respective parties approved hereby if not previously approved by resolution of the Issuer.

G. There are outstanding obligations of the Issuer which will rank on a parity with the Series 2022 A Bonds as to liens, pledge, source of and security for payment, being the Issuer's:

(1) Combined Waterworks and Sewerage System Revenue Bonds, Series 2002 (West Virginia SRF Program), dated December 18, 2002, issued in the original aggregate principal amount of \$682,314 (the "Series 2002 Bonds");

(2) Combined Waterworks and Sewerage System Revenue Bonds, Series 2009 A (West Virginia Infrastructure Fund), dated September 2, 2009, issued in the original aggregate principal amount of \$1,308,155 (the "Series 2009 A Bonds"); and

(3) Combined Waterworks and Sewerage System Design Revenue Bonds, Series 2021 A (West Virginia SRF Program), dated May 25, 2021, issued in the original aggregate principal amount of \$600,000 (the "Series 2021 A Bonds") (collectively the "Prior Bonds").

The Series 2022 A Bonds shall be issued on a parity with the Prior Bonds with respect to liens, pledge and source of and security for payment and in all other respects. Prior to the issuance of the Series 2022 A Bonds, the Issuer will obtain (i) a certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the Prior Bonds are met; and (ii) the written consent of the registered owners of the Prior Bonds to the issuance of the Series 2022 A Bonds on a parity with the Prior Bonds. Other than the Prior Bonds, there are no other outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System.

H. The estimated revenues to be derived in each year after completion of the Project from the operation of the System will be sufficient to pay all costs of operation and maintenance of the System, the principal of and interest, if any, on the Series 2022 A 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 acquisition, construction and operation of the Project and the System and issuance of the Series 2022 Bonds, or will have so complied prior to

issuance of any thereof, including, among other things, the approval of the Project and the financing thereof by the West Virginia Infrastructure and Jobs Development Council and the obtaining of a Certificate of Public Convenience and Necessity from the Public Service Commission of West Virginia.

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

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2022 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 2022 Bonds, all which shall be of equal rank and without preference, priority or distinction between any one Bond and any other Bonds and by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

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

“Act” means, collectively, Chapter 8, Article 20 and Chapter 16, Article 13C of the West Virginia Code of 1931, as amended and in effect on the date of enactment hereof.

“Administrative Fee” means the Administrative Fee required to be paid pursuant to the Loan Agreement.

“Authority” means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 2022 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 BPH under the Act.

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

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

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

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

“Bonds” means, collectively, the Series 2022 Bonds and the Prior Bonds and, where appropriate, any bonds on a parity therewith subsequently authorized to be issued hereunder or by another ordinance of the Issuer.

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

“BPH” means the West Virginia Bureau for Public Health, a division of the West Virginia Department of Health and Human Resources, or any successor thereto.

“Closing Date” means the date upon which there is an exchange of the Series 2022 Bonds for all or a portion of the proceeds of the Series 2022 Bonds from the Authority.

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

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

“Consulting Engineers” means Thompson & Litton, Princeton, West Virginia, or any qualified engineer or firm of engineers, licensed by the State, that shall at any time hereafter be procured by the Issuer as Consulting Engineers for the System, or portion thereof, in accordance with Chapter 5G, Article 1 of the West Virginia Code of 1931, as amended; provided however, that the Consulting Engineers shall not be a regular, full-time employee of the State or any of its agencies, commissions, or political subdivisions.

“Costs” or “Costs of the Project” means those costs described in Section 1.02D hereof to be a part of the cost of acquisition and construction of the Project.

“Cross Cutter Authorities” means federal laws and authorities that apply by their terms to projects or activities receiving Federal assistance.

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

“DWTRF Regulations” means the DWTRF regulations set forth in the West Virginia Code of State Regulations, as amended from time to time.

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

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

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

“Grants” means any grants committed to the Project.

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

“Gross Revenues” means the aggregate gross operating and non-operating revenues of the System, determined in accordance with generally accepted accounting principles, after deduction of prompt payment discounts, if any, and reasonable provision for uncollectible accounts; provided, that “Gross Revenues” does not include any gains from the sale or other disposition of, or from any increase in the value of, capital assets (including Qualified Investments, as hereinafter defined, purchased pursuant to Article 8.01 hereof), or any Tap Fees, as hereinafter defined.

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

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

“Issuer” means the City of Richwood, a municipal corporation and political subdivision of the State of West Virginia, in Nicholas County, West Virginia, and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

“Lenders” means collectively, the Authority and the BPH.

“Loan Agreement” means the Loan Agreement heretofore entered, or to be entered into, by and between the Issuer and the Authority, on behalf of the BPH, providing for the purchase of the Series 2022 A Bonds and Series 2022 B Bonds from the Issuer by the Authority, the form of which shall be approved and the execution and delivery by the Issuer authorized and directed or ratified by the Supplemental Resolution.

“Mayor” means the Mayor of the Issuer.

“Net Proceeds” means the face amount of the Series 2022 Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any, deposited in the Series 2022 A Bonds Reserve Account.

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

“Operating Expenses” means the reasonable, proper and necessary costs of repair, operation and maintenance of the System, and includes, without limiting the generality of the foregoing, administrative, engineering, legal, auditing and insurance expenses, other than those capitalized as part of the Costs, the Administrative Fee, fees and expenses of the Authority, fiscal agents, the Depository Bank, the Registrar and Paying Agent (all as herein defined), payments to

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

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

“Parity Bonds” means additional Bonds issued on a parity with the Series 2022 A Bonds, and the Prior Bonds under the provisions and within the limitations prescribed by Section 7.07 hereof.

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

“Prior Bonds” means, collectively, the Series 2002 Bonds, Series 2009 A Bonds and Series 2021 A Bonds.

“Prior Ordinances” means the ordinances of the Issuer, as supplemented by the supplemental resolutions of the Issuer, authorizing the Prior Bonds.

“Project” means the Project as described in Section 1.02B hereof.

“Qualified Investments” means and includes any investment permitted to be made by a municipality, public service district or public corporation of the State pursuant to State Law, specifically including but not limited to Chapter 8, Article 13, Section 22 of the Code of West Virginia and the West Virginia “consolidated fund” managed by the West Virginia Board of Treasury Investments pursuant to Chapter 12, Article 6C of the Code of West Virginia.

“Recorder” means the Recorder of the Issuer.

“Registrar” means the Bond Registrar.

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

“Renewal and Replacement Fund” means the Renewal and Replacement Fund created by the Prior Ordinances.

“Reserve Accounts” means, collectively, the reserve accounts established for the Prior Bonds and the Series 2022 A Bonds.

“Reserve Requirement” means, collectively, the respective amounts required to be on deposit in any Reserve Account for the Prior Bonds, the Series 2022 A Bonds.

“Revenue Fund” means the Revenue Fund established by the Prior Ordinances.

“Series 2002 Bonds” means the Issuer’s Combined Waterworks and Sewerage System Revenue Bonds, Series 2002 (West Virginia SRF Program), dated December 18, 2002, issued in the original aggregate principal amount of \$682,314.

“Series 2009 A Bonds” means the Issuer’s Combined Waterworks and Sewerage System Revenue Bonds, Series 2009 A (West Virginia Infrastructure Fund), dated September 2, 2009, issued in the original aggregate principal amount of \$1,308,155.

“Series 2021 A Bonds” means the Issuer’s Combined Waterworks and Sewerage System Design Revenue Bonds, Series 2021 A (West Virginia SRF Program), dated May 25, 2021, issued in the original aggregate principal amount of \$600,000.

“Series 2022 Bonds” means collectively, the Series 2022 A Bonds and Series 2022 B Bonds.

“Series 2022 Bonds Construction Trust Fund” means the Series 2022 Bonds Construction Trust Fund established by Section 5.01 hereof.

“Series 2022 A Bonds” means the Combined Waterworks and Sewerage System Revenue Bonds, Series 2022 A (West Virginia DWTRF Program), of the Issuer, authorized by this Bond Legislation.

“Series 2022 A Bonds Reserve Account” means the Series 2022 A Bonds Reserve Account established in Section 5.02 hereof.

“Series 2022 A Bonds Reserve Requirement” means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 2022 A Bonds in the then current or any succeeding year.

“Series 2022 A Bonds Sinking Fund” means the Series 2022 A Bonds Sinking Fund established by Section 5.02 hereof.

“Series 2022 B Bonds” means the Combined Waterworks and Sewerage System Revenue Bonds, Series 2022 B (West Virginia DWTRF Program/Forgivable), of the Issuer, authorized by this Bond Legislation.

“Sinking Funds” means, collectively, the respective sinking fund accounts established for the Prior Bonds and the Series 2022 A Bonds.

“State” means the State of West Virginia.

“Supplemental Resolution” means any resolution, ordinance or order of the Issuer supplementing or amending this Ordinance and, when preceded by the article “the,” refers specifically to the supplemental resolution authorizing the sale of the Series 2022 Bonds; provided, that any matter intended by this Ordinance to be included in the Supplemental Resolution with respect to the Series 2022 Bonds, and not so included may be included in another Supplemental Resolution.

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

“System” means the existing waterworks system of the Issuer, as expanded and improved by the Project, and includes the complete waterworks system of the Issuer and all waterworks facilities owned by the Issuer and all facilities and other property of every nature, real or personal, now or hereafter owned, held or used in connection with the waterworks system; and shall also include any and all additions, extensions, improvements, properties or other facilities at any time acquired or constructed for the waterworks system after the completion of the Project.

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

“West Virginia DWTRF Program” means the West Virginia Drinking Water Treatment Revolving Fund Program established by the State, administered by BPH and funded by capitalized grants awarded to the State pursuant to the Federal Safe Drinking Water Act, as amended, for the purpose of establishing and maintaining a permanent perpetual fund for the acquisition, construction and improvement of drinking water projects.

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

ARTICLE II
**AUTHORIZATION OF ACQUISITION AND CONSTRUCTION
OF THE PROJECT**

Section 2.01. Authorization of Acquisition and Construction of the Project.
There is hereby authorized and ordered the acquisition and construction of the Project, at an estimated Cost not to exceed \$14,550,000, and ordered 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 2022 Bonds, hereby authorized, shall be applied as provided in Article VI hereof.

The Cost of the Project is estimated not to exceed \$14,550,000 of which not more than \$8,000,000 will be obtained from proceeds of the Series 2022 A Bonds; not more than \$3,000,000 will be obtained from the Series 2022 B Bonds; \$1,000,000 will be obtained as grants from the West Virginia Infrastructure and Jobs Development Council; \$100,000 will be obtained as a contribution from the Nicholas County Commission; \$200,000 will be obtained as an Army Corps of Engineers grant; \$750,000 will be obtained as a Nicholas County Commission ARPA grant and \$1,500,000 will be obtained as a Small Cities Block Grant.

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

Section 3.01. Authorization of Bonds. For the purposes of paying Costs of the Project not otherwise provided for and paying certain costs of issuance of the Series 2022 Bonds and related costs, or any or all of such purposes, as determined by the Supplemental Resolution, there shall be and hereby are authorized to be issued the negotiable Series 2022 Bonds of the Issuer. The Series 2022 Bonds shall be issued in two or more series, designated as (i) “Combined Waterworks and Sewerage System Revenue Bonds, Series 2022 A (West Virginia DWTRF Program)”, in the principal amount of not more than \$8,000,000, and (ii) “Combined Waterworks and Sewerage System Revenue Bonds, Series 2022 B (West Virginia DWTRF Program/Forgivable)”, in the principal amount of not more than \$3,000,000 and shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2022 Bonds remaining after funding of the Series 2022 A Bonds Reserve Account, (if funded from Bond proceeds) and capitalization of interest, if any, shall be deposited in or credited to the Series 2022 Bonds Construction Trust Fund established by Section 5.01 hereof.

Section 3.02. Terms of Bonds. A. The Series 2022 A Bonds shall be issued in such principal amount; shall bear interest, if any, at such rate or rates, not exceeding the then legal maximum, payable 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 2022 A Bonds shall be payable as to principal at the office of the Paying Agent, in any coin or currency which, on the dates of payment of principal is legal tender for the payment of public or private debts under the laws of the United States of America. Interest on the Series 2022 A Bonds, if any, shall be paid by check or draft of the Paying Agent or its agent, mailed to the Registered Owner

thereof at the address as it appears on the books of the Bond Registrar, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner thereof.

Unless otherwise provided by the Supplemental Resolution, the Series 2022 A Bonds shall be issued in the form of a single bond for each series, fully registered to the Authority, with a record of advances and a debt service schedule attached, representing the aggregate principal amount of the Series 2022 A Bonds. The Series 2022 A Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

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

B. The Series 2022 B Bonds shall be issued in such principal amount and shall not bear interest. The principal amounts advanced under the Series 2022 B Bonds will be deemed forgiven on the 30th day of June in the fiscal year in which advanced. The Series 2022 B Bonds shall be deemed no longer Outstanding after the last advance is forgiven.

Unless otherwise provided by the Supplemental Resolution, the Series 2022 B Bonds shall initially be issued as one series, fully registered to the Authority, with a record of advances attached, representing the aggregate principal amount of the Series 2022 B Bonds. The Series 2022 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 Bonds, if any, shall be issued in fully registered form and in denominations as determined by a Supplemental Resolution. Such Bonds shall bear interest, if any, and shall be dated as set forth in a Supplemental Resolution.

Section 3.03. Execution of Bonds. The Series 2022 Bonds shall be executed in the name of the Issuer by the Mayor, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the Recorder. In case any one or more of the officers who shall have signed or sealed the Series 2022 Bonds shall cease to be such officer of the Issuer before the Series 2022 Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any such Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Bonds shall hold the proper office in the Issuer, although at the date of such Bonds such person may not have held such office or may not have been so authorized.

Section 3.04. Authentication and Registration. The Bond Registrar with respect

to the Series 2022 A Bonds and Series 2022 B Bonds shall be the bank or other entity to be designated as such in the Supplemental Resolution and its successors and assigns. No Series 2022 A Bonds or Series 2022 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 Bonds, substantially in the form set forth in Section 3.10 shall have been manually executed by the Bond Registrar. Any such executed Certificate of Authentication and Registration upon any such Bonds shall be conclusive evidence that such Bonds have been authenticated, registered and delivered under this Bond Legislation. The Certificate of Authentication and Registration on any Series 2022 A Bonds and Series 2022 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 Bonds issued hereunder.

Section 3.05. Negotiability, Transfer and Registration. Subject to the provisions for transfer of registration set forth below, the Series 2022 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 2022 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 2022 Bonds remain Outstanding, the Issuer, through the Bond Registrar or its agent, shall keep and maintain books for the registration and transfer of such Bonds.

The registered Series 2022 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 2022 Bonds or transferring the registered Bonds are exercised, Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled by the Bond Registrar. For every such exchange or transfer of Bonds, the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and the cost of preparing each new Bond upon each exchange or transfer, and any other expenses of the Bond Registrar incurred in connection therewith, which sum or sums shall be paid by the Issuer. The Bond Registrar shall not be obliged to make any such exchange or transfer of Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Bonds or, in the case of any proposed redemption of Bonds, next preceding the date of the selection of Bonds to be redeemed, and ending on such interest payment date or redemption date.

Section 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 2022 Bond shall become mutilated or be destroyed, stolen or lost, the Issuer may, in its discretion, issue, and the Bond Registrar shall, if so advised by the Issuer, authenticate and deliver, a new Bond of the same series and of like tenor as the Bonds so mutilated, destroyed, stolen or lost,

in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder's furnishing satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer and the Bond Registrar may incur. All Bonds so surrendered shall be cancelled by the Bond Registrar and held for the account of the Issuer. If any such Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Section 3.07. Bonds not to be Indebtedness of the Issuer. The Series 2022 Bonds shall not, in any event, be or constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Gross Revenues derived from the operation of the System as herein provided. No Holder or Holders of the Series 2022 Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2022 Bonds or the interest, if any, thereon.

Section 3.08. Series 2022 A Bonds Secured by Pledge of Gross Revenues; Lien Position with Respect to Prior Bonds. A. The payment of the debt service on the Series 2022 A Bonds shall be secured by a first lien on the Gross Revenues derived from the System, on a parity with the lien on the Gross Revenues in favor of the Holders of the Prior Bonds. The Gross Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Series 2022 A Bonds and the Prior Bonds and to make all other payments hereinafter set forth, are hereby irrevocably pledged to such payments as they become due.

B. The principal amounts of the Series 2022 B Bonds advanced will be deemed forgiven on the 30th day of June of the Fiscal Year in which advanced. The Series 2022 B Bonds shall be deemed no longer Outstanding after the last advance is forgiven. The Series 2022 B Bonds are not secured by the Net Revenues or Gross Revenues of the System.

Section 3.09. Delivery of Bonds. A. The Issuer shall execute and deliver the Series 2022 A Bonds and Series 2022 B Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 2022 A Bonds and Series 2022 B Bonds to the original purchasers upon receipt of the documents set forth below:

1. If other than the Authority, a list of the names in which the Series 2022 A Bonds and Series 2022 B Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Bond Registrar may reasonably require;
2. A request and authorization to the Bond Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 2022 A Bonds and Series 2022 B Bonds to the original purchasers;
3. An executed and certified copy of the Bond Legislation;
4. Executed copies of the Loan Agreement; and

5. The unqualified approving opinion of bond counsel on the Series 2022 A Bonds.

Section 3.10. Form of Bonds. The text of the Series 2022 Bonds shall be in substantially the following form, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted hereby, or by any Supplemental Resolution adopted prior to the issuance thereof:

[Remainder of Page Intentionally Blank]

(FORM OF SERIES 2022 A BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF RICHWOOD
COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS,
SERIES 2022 A
(WEST VIRGINIA DWTRF PROGRAM)

No. AR-1

\$_____

KNOW ALL PERSONS BY THESE PRESENTS: That on this the ____ day of _____, 2022, the CITY OF RICHWOOD, a municipal corporation and political subdivision of the State of West Virginia in Nicholas 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, the principal of, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, 20__, to and including _____ 1, 20__ as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference with interest of ____% per annum payable quarterly on March 1, June 1, September 1 and December 1 of each year commencing _____ 1, 20____, to and including ____ 1, 20____, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference. The Administrative Fee of ____% (as defined in the hereinafter described Bond Legislation) shall be payable quarterly on March 1, June 1, September 1, and December 1 of each year, commencing _____ 1, 20__, as set forth on EXHIBIT B attached hereto.

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

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority on behalf of the West Virginia Bureau for Public Health (the "BPH"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the BPH, dated _____, 2022.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of certain additions, betterments and improvements to the existing combined waterworks and sewerage system of the Issuer (the “Project”); and (ii) to pay certain costs of issuance of the Bonds and related costs. The existing public combined waterworks and sewerage system of the Issuer, the Project, and any further extensions, additions, betterments or improvements thereto are herein called the “System.” This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 8, Article 20 and Chapter 16, Article 13C of the West Virginia Code of 1931, as amended (collectively, the “Act”), a Bond Ordinance duly enacted by the Issuer on _____, 2022, and a Supplemental Resolution duly adopted by the Issuer on _____, 2022 (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 WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2002 (WEST VIRGINIA SRF PROGRAM), DATED DECEMBER 18, 2002, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$682,314 (THE “SERIES 2003 A BONDS”);

(2) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2009 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED SEPTEMBER 2, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,308,155 (THE “SERIES 2009 A BONDS”); AND

(3) COMBINED WATERWORKS AND SEWERAGE SYSTEM DESIGN REVENUE BONDS, SERIES 2021 A (WEST VIRGINIA SRF PROGRAM), DATED MAY 25, 2021, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$600,000 (THE “SERIES 2021 A BONDS”) (COLLECTIVELY THE “PRIOR 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 System, on a parity with the pledge of Gross Revenues in favor of the Holders of the Prior Bonds, and from monies in the Reserve Account created under the Bond Legislation for the Bonds (the “Series 2022 A Bonds Reserve Account”), and unexpended proceeds of the Bonds. Such Gross Revenues shall be sufficient to pay the principal of and interest on all Bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest, if any, hereon, except from said special fund provided from the Gross Revenues, the monies in the Series 2022 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be

sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, including the Prior Bonds; provided however, that so long as there exists in the Series 2022 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or succeeding year, and in the respective reserve accounts established for any other obligations Outstanding on a parity with the Bonds, including the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the Registered Owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of the Registrar (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 System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal on this Bond.

All provisions of the 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 RICHWOOD has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its Recorder, and has caused this Bond to be dated as of the day and year first written above.

[SEAL]

Mayor

ATTEST:

Recorder

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2022 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the Registered Owner set forth above, as of the date set forth below.

Date: _____, 2022.

UNITED BANK, as Registrar

Authorized Officer

EXHIBIT A
RECORD OF ADVANCES

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

TOTAL \$ _____

EXHIBIT B

DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto

_____ the within Bond and does hereby irrevocably constitute and appoint _____, Attorney to transfer the said Bond on the books kept for registration of the within Bond of the said Issuer with full power of substitution in the premises.

Dated: _____, 20____.

In the presence of:

(FORM OF SERIES 2022 B BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF RICHWOOD
COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS,
SERIES 2022 B
(WEST VIRGINIA DWTRF PROGRAM/FORGIVABLE)

No. BR-1

\$ _____

KNOW ALL PERSONS BY THESE PRESENTS: The ____ day of _____, 2022, that the CITY OF RICHWOOD, a municipal corporation and political subdivision of the State of West Virginia in Nicholas 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 forgiven, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference. The Series 2022 B Bonds are not subject to the Administrative Fee (as defined in the hereinafter described Bond Legislation).

This Bond shall bear no interest. The principal amounts advanced under the Series 2022 B Bonds will be deemed forgiven on the 30th day of June in the fiscal year in which advanced. The Series 2022 B Bonds shall be deemed no longer Outstanding after the last advance is forgiven.

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 Bureau for Public Health (the "BPH"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement (the "Loan Agreement") by and between the Issuer and the Authority on behalf of the BPH dated _____, 2022.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of certain additions, betterments and improvements to the existing public combined waterworks and sewerage system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance hereof and related costs. The existing public combined waterworks and sewerage system of the Issuer, the Project, and any further additions, betterments or improvements thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13C and Chapter 8, Article 20 of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Ordinance duly enacted by the Issuer on _____, 2022, and a Supplemental Resolution duly adopted by the Issuer on _____, 2022 (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 FORGIVABLE AND HAS NO LIEN ON THE NET REVENUES OR GROSS REVENUES OF THE SYSTEM.

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.

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 RICHWOOD has caused this Bond to be signed by its Mayor, and its corporate seal to be hereunto affixed and attested by its Recorder, and has caused this Bond to be dated the day and year first written above.

[SEAL]

Mayor

ATTEST:

Recorder

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2022 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: _____, 2022.

UNITED BANK,
as Registrar

Authorized Officer

EXHIBIT A
RECORD OF ADVANCES

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

TOTAL \$ _____

(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 2022 A Bonds and Series 2022 B Bonds shall be sold to the Authority, pursuant to the terms and conditions of the Loan Agreement. If not so authorized by previous ordinance or resolution, the Mayor is specifically authorized and directed to execute the Loan Agreement and the Recorder is directed to affix the seal of the Issuer, attest the same and deliver the Loan Agreement to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed.

Section 3.12. “Amended Schedule A” Filing. Upon completion of the acquisition and construction of the Project, the Issuer will file with the Authority 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 and hereby continued);
- (2) Renewal and Replacement Fund (established by the Prior Ordinances and hereby continued); and
- (3) Series 2022 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 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 2002 Bonds Sinking Fund (established by the Prior Ordinances and hereby continued);
- (2) Series 2002 Bonds Reserve Account (established by the Prior Ordinances and hereby continued);

- (3) Series 2009 A Bonds Sinking Fund (established by Prior Ordinances and hereby continued);
- (4) Series 2009 A Bonds Reserve Account (established by Prior Ordinances and hereby continued);
- (5) Series 2021 A Bonds Sinking Fund (established by Prior Ordinances and hereby continued);
- (6) Series 2021 A Bonds Reserve Account (established by Prior Ordinances and hereby continued);
- (7) Series 2022 A Bonds Sinking Fund; and
- (8) Series 2022 A Bonds Reserve Account.

The Series 2022 B Bonds are forgivable; therefore, no accounts are established for the Series 2022 B Bonds at the Commission

Section 5.03. System Revenues; Flow of Funds. A. The entire Gross Revenues derived from the operation of the System and all parts thereof shall be deposited upon receipt by the Issuer in the Revenue Fund. The Revenue Fund shall constitute a trust fund for the purposes provided in this Bond Legislation and shall be kept separate and distinct from all other funds of the Issuer and the Depository Bank and used only for the purposes and in the manner provided in this Bond Legislation. All monies 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 of each month, transfer from the Revenue Account and simultaneously remit to the Commission (i) the amount required by Prior Ordinances to pay interest on the Series 2021 A Bonds; and (ii) commencing 4 months prior to the first date of payment of interest of the Series 2022 A Bonds, for deposit in the Series 2022 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of interest which will accrue and become due on the Series 2022 A Bonds on the next ensuing quarterly interest payment date; provided, that in the event the period to elapse between the date of such initial deposits in the Series 2022 A Bonds Sinking Fund and the next quarterly interest payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly interest payment date, the required amount of interest coming due on such date.
- (2) The Issuer shall next, on the first of each month, transfer from the Revenue Account and simultaneously remit to (i) to the Commission the amounts required by the Prior Ordinances to be deposited in the respective Sinking Funds to pay principal of Prior Bonds; and (ii) to the Commission commencing 4 months prior to the first date of payment of principal of the Series 2022 A Bonds, for deposit in the Series 2022 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and

become due on the Series 2022 A Bonds on the next ensuing quarterly principal payment date; provided, that in the event the period to elapse between the date of such initial deposits in the Series 2022 A Bonds Sinking Fund and the next quarterly principal payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly principal payment date, the required amount of principal coming due on such date.

(3) The Issuer shall next, on the first of each month, transfer from the Revenue Account and simultaneously remit to the Commission, (i) the amount required by Prior Ordinance to be deposited in the respective reserve account for the Prior Bonds; and (ii) commencing 4 months prior to the first date of payment of principal of the Series 2022 A Bonds, if not fully funded upon issuance of the Series 2022 A Bonds, for deposit in the Series 2022 A Bonds Reserve Account, an amount equal to 1/120th of the Series 2022 A Bonds Reserve Requirement; provided, that no further payments shall be made into the Series 2022 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 2022 A Bonds Reserve Requirement.

(4) The Issuer shall next, each month, pay from the monies in the Revenue Fund all current Operating Expenses of the System.

(5) The Issuer shall next, on the first day of each month, from the monies remaining in the Revenue Fund, transfer to the Renewal and Replacement Fund, a sum equal to 2.5% 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. Withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, repairs, improvements or extensions to the System; provided, that any deficiencies in any Reserve Account (except to the extent such deficiency exists because the required payments into such account have not, as of the date of determination of a deficiency, funded such account to the maximum extent required hereof) shall be promptly eliminated with monies from the Renewal and Replacement Fund.

(6) After the foregoing provisions for use of monies in the Revenue Fund have been fully complied with, any monies remaining therein and not permitted to be retained therein may be used to prepay installments of the Bonds, pro rata, or for any lawful purpose of the System.

Monies in the Series 2022 A Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest, if any, on the Series 2022 A Bonds as the same shall become due. Monies in the Series 2022 A Bonds Reserve Account shall be used only for the purposes of paying principal of and interest, if any, on the Series 2022 A Bonds as the same shall come due,

when other monies in the Series 2022 A Bonds Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on monies in the Series 2022 A Bonds Sinking Fund and the Series 2022 A Bonds Reserve Account shall be returned, not less than once each year, by the Commission to the Issuer, and such amounts shall, during construction of the Project, be deposited in the Series 2022 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 2022 A Bonds and the Prior Bonds and then to the next ensuing principal payment due thereon, all on a pro rata basis.

Any withdrawals from the Series 2022 A Bonds Reserve Account which result in a reduction in the balance of such account to below the Series 2022 A Bonds Reserve Requirement, shall be subsequently restored from the first Gross Revenues available after all required payments have been made in full in the priority as set forth above.

The Issuer shall not be required to make any further payments into the Series 2022 A Bonds Sinking Fund or the Series 2022 A Bonds Reserve Account when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the Series 2022 A Bonds issued pursuant to this Bond Legislation then Outstanding and all interest, if any, to accrue until the maturity thereof.

Principal, interest or reserve payments, whether made for a deficiency or otherwise, shall be made on a parity and pro rata, with respect to the Prior Bonds, the Series 2022 A Bonds, in accordance with the principal amounts then Outstanding.

The Commission is hereby designated as the fiscal agent for the administration of the Series 2022 A Bonds Sinking Fund and the Series 2022 A Bonds Reserve Account, created hereunder, and all amounts required for said accounts shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein. All remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited. The Issuer shall make the necessary arrangements whereby required payments into said accounts shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

Monies in the Series 2022 A Bonds Sinking Fund and the Series 2022 A Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 2022 A Bonds Sinking Fund and the Series 2022 A Bonds Reserve Account, shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 2022 A Bonds under the conditions and restrictions set forth herein.

B. The Issuer shall on the first day of each month (if the first day is not a business day, then the first business day of each month) deposit with the Commission the required principal, interest, if any, and reserve payments with respect to the Series 2022 Bonds and all such payments shall be remitted to the Commission with appropriate instructions as to the custody, use and

application thereof consistent with the provisions of this Bond Legislation. The Issuer shall also on the first day of each month (if the first day is not a business day, then the first business day of each month) deposit with the Commission the Administrative Fee as set forth in the Schedule Y attached to the Loan Agreement for the Series 2022 A Bonds.

C. Whenever all of the required and provided transfers and payments from the Revenue Fund into the several special funds, as herein above provided, are current and there remains in the Revenue Fund a balance in excess of the estimated amounts required to be so transferred and paid into such funds during the following month or such other period as required by law, such excess shall be considered as surplus revenues (the "Surplus Revenues"). Surplus Revenues may be used for any lawful purpose of the 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 Section, the Issuer shall make the necessary arrangements whereby such required payments shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required.

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

F. If on any monthly payment date the revenues are insufficient to place the required amount in any of the funds and accounts as herein above provided, the deficiency shall be made up in the subsequent payments in addition to the payments which would otherwise be required to be made into the funds and accounts on the subsequent payment dates; provided, however, that the priority of curing deficiencies in the funds and accounts herein shall be in the same order as payments are to be made pursuant to this Section 5.03, and the Gross Revenues shall be applied to such deficiencies before being applied to any other payments hereunder.

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

ARTICLE VI

BOND PROCEEDS; CONSTRUCTION DISBURSEMENTS

Section 6.01. Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds. From the monies received from the sale of the Series 2022 Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 2022 A Bonds, there shall be deposited with the Commission in the Series 2022 A Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding of the Series 2022 A Bonds Reserve Account.

B. As the Issuer receives advances of the remaining monies derived from the sale of the Series 2022 Bonds, such monies shall be deposited with the Depository Bank in the Series 2022 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 2022 Bonds.

C. 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 2022 Bonds shall be expended as approved by the BPH.

Section 6.02. Disbursement from the Bond Construction Trust Fund. For the Series 2022 A Bonds and Series 2022 B Bonds, the Issuer shall have delivered to the Authority and the BPH a report listing the specific purposes for which the net proceeds of the Series 2022 A Bonds and Series 2022 B Bonds will be expended and the disbursement procedures for such proceeds. Payments for the Costs of the Project shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements of proceeds of the Series 2022 A Bonds and Series 2022 B Bonds from the Series 2022 Bonds Construction Trust Fund shall be made only after submission to and the approval from the BPH, of (1) a completed and signed "Payment Requisition Form" a form of which is attached to the Loan Agreement as EXHIBIT B; and (2) a certificate signed by an Authorized Officer that:

- (A) None of the items for which the payment is proposed to be made has been requested from another funding source;
- (B) Each item for which the payment is proposed to be made is or was necessary in connection with the Project and constitutes a Cost of the Project;
- (C) Each of such Costs has been otherwise properly incurred; and
- (D) Payment for each of the items proposed is then due and owing.

Pending such application, monies in the Series 2022 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 2022 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 2022 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 2022 Bonds or the interest, if any, thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 2022 Bonds shall not be nor constitute a corporate indebtedness of the Issuer within the meaning of any constitutional, statutory or charter limitation of indebtedness, but shall be payable solely from the funds pledged for such payment by this Bond Legislation. No Holder or Holders of the Series 2022 Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2022 Bonds, or the interest, if any, thereon.

Section 7.03. Bonds Secured by Pledge of Gross Revenues; Lien Position with Respect to Prior Bonds. The payment of the debt service on the Series 2022 A Bonds shall be secured by a first lien on the Gross Revenues derived from the System, on a parity with the lien on the Gross Revenues in favor of the Holders of the Prior Bonds. The Gross Revenues in an amount sufficient to pay the principal of and interest, if any, on the Prior Bonds, the Series 2022 A Bonds and to make the payments into all funds and accounts and all other payments provided for in the Bond Legislation are hereby irrevocably pledged, in the manner provided herein, to such payments as they become due, and for the other purposes provided in the Bond Legislation.

Section 7.04. Initial Schedule of Rates and Charges. The Issuer has obtained any and all approvals of rates and charges required by State law and has taken any other action required to establish and impose such rates and charges, with all requisite appeal periods having expired without successful appeal and the Issuer shall supply an opinion of counsel to such effect. Such rates and charges shall be sufficient to comply with the requirements of the Loan Agreement and the Issuer shall supply a certificate of Certified Public Accountant to such effect. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth in the water rate ordinance of the Issuer enacted November 4, 2021 and the sewer rate ordinance of the Issuer enacted October 18, 2018 which rates are incorporated herein by reference as a part hereof.

So long as the Series 2022 Bonds are Outstanding, the Issuer covenants and agrees to fix and collect rates, fees and other charges for the use of the System and to take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Bond Legislation and in compliance with the Loan Agreement. In the event the schedule of rates and charges initially established for the System in connection with the Series 2022 Bonds shall prove to be insufficient to produce the amounts required by this Bond Legislation and the Loan Agreement, the Issuer hereby covenants and agrees that it will, to the extent or in the manner authorized by law, immediately adjust and increase such schedule of rates and charges and take all such actions necessary to provide funds sufficient to produce the amounts required by this Bond Legislation and the Loan Agreement.

Section 7.05. Sale of the System. So long as the Prior Bonds are Outstanding, the Issuer shall not sell, lease, mortgage or in any manner dispose of or encumber the System, or any part thereof, except as provided in the Prior Ordinances and as provided herein. So long as the Series 2022 Bonds are Outstanding and except as otherwise required by law or with the written consent of the Authority, the System may not be sold, mortgaged, leased or otherwise disposed of, except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to fully pay all the Bonds Outstanding, in accordance with Article X hereof. The proceeds from any such sale, mortgage, lease or other disposition of the System shall, with respect to the Series 2022 A Bonds, immediately be remitted to the Commission for deposit in

the Series 2022 A Bonds Sinking Fund, and, with the written consent of the Authority, the Issuer shall direct the Commission to apply such proceeds to the payment of principal of and interest, if any, on the Series 2022 A Bonds. Any balance remaining after the payment of all the Series 2022 Bonds and interest, if any, thereon shall be remitted to the Issuer unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the System.

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

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

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided for in Section 7.07 hereof, the Issuer shall not issue any other obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Series 2022 Bonds. All obligations issued by the Issuer after the issuance of the Series 2022 Bonds and payable from the revenues of the System, except such additional parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on and source of and security for payment from such revenues and in all other respects, to the Series 2022 Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into all funds and accounts set forth herein have been made and are current at the time of the issuance of such subordinate obligations.

Except as provided above, the Issuer shall not create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or any other charge having priority over or being on a parity with the lien of the Series 2022 Bonds, and the interest, if any, thereon, upon any of the income and revenues of the System pledged for payment of the Series 2022 Bonds and the interest, if any, thereon in this Bond Legislation, or upon the System or any part thereof.

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

Section 7.07. Parity Bonds. So long as the Prior Bonds are Outstanding, the limitations on the issuance of parity obligations set forth in the Prior Ordinances shall be applicable. In addition, no additional Parity Bonds payable out of the revenues of the System, shall be issued after the issuance of the Series 2022 Bonds pursuant to this Ordinance, 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).

No Parity Bonds shall be issued except for the purposes of financing the costs of design, acquisition and construction of extensions, additions, betterments or improvements to the System or refunding the Bonds issued pursuant hereto, or both such purposes.

So long as the Prior Bonds or Series 2022 A Bonds are Outstanding, no such Parity Bonds shall be issued at any time, however, unless and until there has been procured and filed with the Recorder a written statement by Independent Certified Public Accountants, reciting the conclusion that the Net Revenues actually derived, subject to the adjustments hereinafter provided for, from the System during any 12 consecutive months within the 18 months immediately preceding the date of the actual issuance of such additional Parity Bonds, plus the estimated average increased annual Net Revenues to be received in each of the 3 succeeding years after the completion of the improvements to be financed by such Parity Bonds, if any, shall be not less than 115% of the largest aggregate amount that will mature and become due in any succeeding Fiscal Year for principal of and interest on the following:

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

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

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

All the 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 Series 2022 A 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 the Bonds issued on a parity, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the revenues of the System, and their source of and security for payment from said revenues, without preference of any Bond 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 on the revenues of the System of which is subject to the prior and superior lien of the Series 2022 A Bonds on such revenues. Any such subordinate bonds, notes, certificates or other obligations shall be payable from the revenues remaining after all payments required to be made in accordance with this Bond Legislation have first been paid. The Issuer shall not issue any obligations whatsoever payable from the revenues of the 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 2022 A Bonds except in the manner and under the conditions provided in this section.

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 on account of the Bonds then Outstanding, and any other payments provided for in this Bond Legislation, shall have been made in full as required to the date of issuance of the Parity Bonds and the Issuer is then in full compliance with all the covenants, agreements and terms of this Bond Legislation and every ordinance supplemental thereto, or shall have fully corrected any delinquency or deficiency in such payments.

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

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

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

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

The Issuer shall file with the Lenders, or any other original purchaser of the Series 2022 Bonds, and shall mail in each year to any Holder or Holders of the Series 2022 Bonds, requesting the same, an annual report containing the following:

- (A) A statement of Gross Revenues, Operating Expenses, Net Revenues and Surplus Revenues derived from and relating to the System.
- (B) A balance sheet statement showing all deposits in all the funds and accounts provided for in this Bond Legislation and the status of all said funds and accounts.
- (C) The amount of any bonds, notes or other obligations Outstanding.

The Issuer shall also, at least once a year, cause the books, records and accounts of the System to be audited by Independent Certified Public Accountants (and to the extent legally required in compliance with 2 CFR 200 Subpart F, or any successor thereof), and shall mail upon request, and make available generally, the report of the Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of the Series 2022 Bonds and shall submit the report to the Authority, or any other original purchaser of the Series 2022 Bonds. Such audit report submitted to the Authority shall include a statement that the Issuer is in compliance with the terms and provisions of the Act, the Loan Agreement and this Bond Legislation and that the revenues of the System are adequate to meet the Issuer's Operating Expenses and debt service and reserve requirements.

Subject to the terms, conditions and provisions of the Loan Agreement and the Act, the Issuer has acquired, or shall do all things necessary to acquire, the proposed site of the Project

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

The Issuer shall permit the Lenders, or their agents and representatives, to enter and inspect the Project site and Project facilities at all reasonable times. Prior to, during and after completion of construction and commencement of operation of the Project, the Issuer shall also provide the Lenders, or their agents and representatives, with access to the System site and System facilities as may be reasonably necessary to accomplish all of the powers and rights of the Lenders with respect to the System pursuant to the Act.

Section 7.09. Rates. Prior to the issuance of the Series 2022 Bonds, rates or charges for the use of the services and facilities of the System will be fixed and established, all in the manner and form required by law, and a copy of such rates and charges so fixed and established shall at all times be kept on file in the office of the Recorder of the Issuer, which copy will be open to inspection by all interested parties. The schedule or schedules of rates and charges shall at all times be adequate to produce Gross Revenues from the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds and accounts created hereunder. Such schedule or schedules of rates and charges shall be revised from time to time, whenever necessary, so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Issuer hereby covenants and agrees that the schedule or schedules of rates or charges from time to time in effect shall be sufficient, together with other revenues of the System, (i) to provide for all Operating Expenses of the System and (ii) to leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2022 Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2022 Bonds, including the Prior Bonds; provided that, in the event that amounts equal to or in excess of the reserve requirements are on deposit respectively in the respective Series 2022 Bonds Reserve Accounts and reserve accounts for obligations on a parity with the Series 2022 Bonds, including the Prior 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 2022 Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2022 Bonds, including the Prior Bonds. In any event, the Issuer shall not reduce the rates or charges for services set forth in the rate ordinance currently in effect.

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

Section 7.10. Operating Budget and Monthly Financial Report. The Issuer shall annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by resolution a detailed, balanced budget of the estimated revenues and expenditures for operation and

maintenance of the System during the succeeding Fiscal Year and shall submit a copy of such budget to the Authority and the BPH within 30 days of adoption thereof.

Commencing on the date contracts are executed for the acquisition and construction of the Project and for two years following the completion of the Project, the Issuer shall each month complete a “Monthly Financial Report,” a form of which is attached to the Loan Agreement and forward a copy of such report to the Authority by the 10th day of each month.

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

The Issuer shall provide and maintain competent and adequate engineering services satisfactory to the Lenders 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 Lenders and the Issuer at the completion of construction that construction of the Project is in accordance with the approved plans, specifications and designs, or amendments thereto, approved by all necessary governmental bodies.

The Issuer shall require the Consulting Engineers to submit As-Built Plans, as defined in the DWTRF Regulations, to the Issuer within 60 days of the completion of the Project. The Issuer shall notify the BPH in writing of such receipt.

The Issuer shall require the Consulting Engineers to submit the final Operation and Maintenance Manual, as defined in the DWTRF Regulations, to the Issuer when the Project is 90% completed. The Issuer shall at all times provide operation and maintenance of the System in compliance with all State and Federal standards. The Issuer shall employ qualified operating personnel properly certified by the State before the Project is 50% complete and shall retain such a certified operator to operate the System during the entire term of the Loan Agreement. The Issuer shall notify the BPH in writing of the certified operator employed at the 50% completion stage.

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

Section 7.12. No Competing Franchise. To the extent legally allowable, the Issuer will not grant or cause, consent to or allow the granting of, any franchise or permit to any person, firm, corporation, body, agency or instrumentality whatsoever for the providing of any services which would compete with services provided by the System.

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

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

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

Section 7.15. Insurance and Construction Bonds. A. The Issuer hereby covenants and agrees that so long as the Series 2022 Bonds remain Outstanding, the Issuer will, as an Operating Expense, procure, carry and maintain insurance with a reputable insurance carrier or carriers as is customarily covered with respect to works and properties similar to the System. Such insurance shall initially cover the following risks and be in the following amounts:

(1) FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the System in an amount equal to the greater of the fair appraised value or the actual cost thereof. In time of war the Issuer will also carry and maintain insurance to the extent available against the risks and hazards of war. In the event of any damage to or destruction of any portion of the System, the proceeds of all such insurance policies shall be placed in the Renewal and Replacement Fund and used only for the repair or reconstruction of such damages or destroyed portion or for the other purposes provided herein for the Renewal and Replacement Fund. The Issuer will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk insurance (fire and

extended coverage) to protect the interests of the Issuer, the Authority, the prime contractor and all subcontractors as their respective interests may appear, in accordance with the Loan Agreement, during construction of the Project on a 100% basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the Authority, the Issuer, the prime contractor and subcontractors, as their interests may appear.

(2) PUBLIC LIABILITY INSURANCE, with limits of not less than \$1,000,000 per occurrence to protect the Issuer from claims for bodily injury and/or death and not less than \$500,000 per occurrence from claims for damage to property of others which may arise from the operation of the System, and insurance with the same limits to protect the Issuer from claims arising out of operation or ownership of motor vehicles of or for the System.

(3) WORKERS' COMPENSATION COVERAGE FOR ALL EMPLOYEES OF OR FOR THE SYSTEM ELIGIBLE THEREFOR; AND PERFORMANCE AND PAYMENT BONDS, such bonds to be in the amounts of not less than 100% of the amount of any construction contract and to be required of each contractor dealing directly with the Issuer and such payment bonds will be filed with the Clerk of the County Commission of the County in which such work is to be performed prior to commencement of construction of any additions, extensions or improvements for the System in compliance with West Virginia Code, Section 38-2-39.

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

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

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

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

The Issuer shall also require all contractors engaged in the construction of the Project to carry such 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 Lenders, and the Issuer shall verify such insurance prior to commencement of construction. In the event the Loan Agreement so requires, such insurance shall be made payable to the order of the Authority, the Issuer, the prime contractor and all subcontractors, as their interests may appear.

Section 7.16. Mandatory Connections. The mandatory use of the sewerage

portion of the System is essential and necessary for the protection and preservation of the public health, comfort, safety, convenience and welfare of the inhabitants and residents of, and the economy of, the Issuer and in order to assure the rendering harmless of sewage and water borne waste matter produced or arising within the territory served by the System. Accordingly, every owner, tenant or occupant of any house, dwelling or building located near the System, where sewage will flow by gravity or be transported by such other methods approved by the State Department of Health from such house, dwelling or building into the System, to the extent permitted by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, shall connect with and use the System and shall cease the use of all other means for the collection, treatment and disposal of sewage and waste matters from such house, dwelling or building where there is such gravity flow or transportation by such other method approved by the State Department of Health and such house, dwelling or building can be adequately served by the System, and every such owner, tenant or occupant shall, after a 20 day notice of the availability of the System, pay the rates and charges established therefor.

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

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

The Issuer will obtain all permits required by state and federal laws for the acquisition and construction of the Project, all orders and approvals required by State law for the acquisition and construction of the Project and the operation of the System and all approvals for the issuance of the Series 2022 Bonds required by State law, with all appeal periods having expired without successful appeal.

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

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

Section 7.19. Securities Law Compliance. The Issuer will provide the Authority, in a timely manner, with any and all information that may be requested of it (including its annual audit report, financial statements, related information and notices of changes in usage

and customer base) so that the Authority may comply with the provisions of SEC Rule 15c2-12 (17 CFR Part 240).

Section 7.20. Contracts; Change Orders; Public Releases. A. The Issuer shall, simultaneously with the delivery of the Series 2022 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 BPH for written approval. The Issuer shall obtain the written approval of the BPH before expending any proceeds of the Series 2022 A Bonds or Series 2022 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 BPH before expending any proceeds of the Series 2022 A Bonds and Series 2022 B Bonds made available due to bid or construction or project underruns.

C. The Issuer shall list the funding as being provided by the Lenders 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 7.21. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2022 Bonds, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding, shall take effect immediately upon delivery of the Series 2022 Bonds and shall be on a parity with the statutory mortgage lien in favor of the Holders of the Prior Bonds.

ARTICLE VIII **INVESTMENT OF FUNDS**

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

Any investment shall be held in and at all times deemed a part of the fund or account in which such monies were originally held, and the interest accruing thereon and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account. The investments held for any fund or account shall be valued at the lower of cost or then current market value, or at the redemption price thereof if then redeemable at the option of the holder, including the value of accrued interest and giving effect to the amortization of discount, or at par if such investment is held in the “Consolidated Fund.” The Commission, 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 2022 Bonds are Outstanding and as long thereafter as necessary to assure the exclusion of interest, if any, on the Series 2022 Bonds from gross income for federal income tax purposes.

Section 8.02. Certificate as to Use Proceeds; Covenants as to Use of Proceeds.

The Issuer shall deliver a certificate as to use of proceeds or other similar certificate to be prepared by nationally recognized bond counsel relating to restrictions on the use of proceeds of the Series 2022 Bonds as a condition to issuance of the Series 2022 Bonds.

In addition, the Issuer covenants (i) to comply with the Code and all Regulations from time to time in effect and applicable to the Series 2022 Bonds as may be necessary in order to maintain the status of the Series 2022 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 2022 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 Lenders, as the case may be, from which the proceeds of the Series 2022 Bonds are derived, to lose their status as tax-exempt bonds; and (iii) to take such action, or refrain from taking such action, as shall be deemed necessary by the Issuer, or requested by the Lenders, 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 2022 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 2022 Bonds:

- (1) If default occurs in the due and punctual payment of the principal of or interest, if any, on any Series 2022 Bonds;
- (2) If default occurs in the Issuer's observance of any of the covenants, agreements or conditions on its part relating to the Series 2022 Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 2022

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;

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

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

Section 9.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner of a Bond may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his or her rights and, in particular, (i) bring suit for any unpaid principal or interest then due; (ii) by mandamus or other appropriate proceeding enforce all rights of such Registered Owners including the right to require the Issuer to perform its duties under the Act and the Bond Legislation relating thereto, including but not limited to the making and collection of sufficient rates or charges for services rendered by the System; (iii) bring suit upon the Bonds; (iv) by action at law or bill in equity require the Issuer to account as if it were the trustee of an express trust for the Registered Owners of the Bonds; and (v) by action or bill in equity enjoin any acts in violation of the Bond Legislation with respect to the Bonds, or the rights of such Registered Owners; provided, that all rights and remedies of the Registered Owners of the Series 2022 Bonds shall be on a parity with those of the Registered Owners of the Prior Bonds.

Section 9.03. Appointment of Receiver. Any Registered Owner of a Bond may, by proper legal action, compel the performance of the duties of the Issuer under the Bond Legislation and the Act, including, the completion of the Project and after commencement of operation of the System, the making and collection of sufficient rates and charges for services rendered by the System and segregation of the revenues therefrom and the application thereof. If there be any Event of Default with respect to such Bonds, any Registered Owner of a Bond shall, in addition to all other remedies or rights, have the right by appropriate legal proceedings to obtain the appointment of a receiver to administer the System or to complete the acquisition and construction of the Project on behalf of the Issuer, with power to charge rates, rentals, fees and other charges sufficient to provide for the payment of Operating Expenses of the System, the payment of the Bonds and interest and the deposits into the funds and accounts hereby established, and to apply such rates, rentals, fees, charges or other revenues in conformity with the provisions of this Bond Legislation and the Act.

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

Whenever all that is due upon the Bonds and interest thereon and under any covenants of this Bond Legislation for reserve, sinking or other funds and upon any other

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

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

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

ARTICLE X

PAYMENT OF BONDS

Section 10.01. Payment of Bonds. If the Issuer shall pay or there shall otherwise be paid, to the Holders of the Series 2022 Bonds, the principal of and interest, if any, due or to become due thereon, if any, at the times and in the manner stipulated therein and in this Bond Legislation, then the pledge of Gross Revenues and other monies and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 2022 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 2022 Bonds from gross income for federal income tax purposes.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to issuance of the Series 2022 Bonds, this Ordinance may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2022 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 2022 Bonds shall be made without the consent in writing of the Registered Owners of the Series 2022 Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of the Series 2022 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 2022 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 2022 Bonds from gross income of the Holders thereof.

Section 11.02. Bond Legislation Constitutes Contract. The provisions of the Bond Legislation shall constitute a contract between the Issuer and the Registered Owners of the Bonds, and no change, variation or alteration of any kind of the provisions of the Bond Legislation shall be made in any manner, except as in this Bond Legislation provided.

Section 11.03. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Ordinance should be held invalid by any court of competent jurisdiction, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance, the Supplemental Resolution or the Series 2022 Bonds.

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

Section 11.05. Conflicting Provisions Repealed. All ordinances, orders or resolutions and or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed; provided, that this Section shall not be applicable to the Prior Ordinances. In the event of any conflict between this Ordinance and the Prior Ordinances, the Prior Ordinances shall control (unless less restrictive) so long as the Prior Bonds are Outstanding.

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

Section 11.07. Statutory Notice and Public Hearing. Upon adoption hereof, an abstract of this Ordinance determined by the Governing Body to contain sufficient information as to give notice of the contents hereof shall be published once a week for 2 successive weeks within a period of fourteen consecutive days, with at least 6 full days intervening between each publication, in the *Nicholas Chronicle*, a newspaper of general circulation in the City of Richwood,

together with a notice stating that this Ordinance has been adopted and that the Issuer contemplates the issuance of the Bonds, and that any person interested may appear before the Governing Body upon a date certain, not less than ten days subsequent to the date of the first publication of such abstract of this Ordinance and notice, and present protests, and that a certified copy of this Ordinance is on file with the Governing Body for review by interested persons during office hours of the Governing Body. At such hearing, all objections and suggestions shall be heard and the Governing Body shall take such action as it shall deem proper in the premises.

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Section 11.09 Effective Date. This Ordinance shall take effect immediately following the public hearing hereon.

Passed on First Reading: May 5, 2022

Passed on Second Reading: May 12, 2022

Passed on Final Reading
Following Public
Hearing: June 2, 2022

CITY OF RICHWOOD



Mayor

CERTIFICATION

Certified a true copy of an Ordinance duly enacted by the Council of the CITY OF RICHWOOD on the 2nd day of June, 2022.

Dated: June 16, 2022.

[SEAL]


Recorder

City of Richwood
Combined Waterworks and Sewerage System Revenue Bonds, Series 2022 A
(West Virginia DWTRF Program); and
Combined Waterworks and Sewerage System Revenue Bonds, Series 2022 B
(West Virginia DWTRF Program/Forgivable)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE, REDEMPTION PROVISION, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS SERIES 2022 A (WEST VIRGINIA DWTRF PROGRAM) AND COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS SERIES 2022 B (WEST VIRGINIA DWTRF PROGRAM/FORGIVABLE) OF THE CITY OF RICHWOOD; APPROVING AND RATIFYING THE LOAN AGREEMENT RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the council (the “Governing Body”) of the City of Richwood (the “Issuer”) has duly and officially adopted and enacted a bond ordinance, effective June 2, 2022 (the “Bond Ordinance”), entitled:

ORDINANCE AUTHORIZING ACQUISITION AND CONSTRUCTION OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC WATERWORKS SYSTEM OF THE CITY OF RICHWOOD AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE CITY OF RICHWOOD OF NOT MORE THAN \$8,000,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2022 A (WEST VIRGINIA DWTRF PROGRAM); AND NOT MORE THAN \$3,000,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2022 B (WEST VIRGINIA DWTRF PROGRAM/FORGIVABLE); 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 SERIES 2022 A AND SERIES 2022 B BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

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

WHEREAS, the Bond Ordinance provides for the issuance of Combined Waterworks and Sewerage System Revenue Bonds, Series 2022 A (West Virginia DWTRF Program) in an aggregate principal amount not to exceed \$8,000,000 (the "Series 2022 A Bonds") and Combined Waterworks and Sewerage System Revenue Bonds, Series 2022 B (West Virginia DWTRF Program/Forigivable) in an aggregate principal amount not to exceed \$3,000,000 (the "Series 2022 B Bonds") (collectively, the "Series 2022 Bonds") and has authorized the execution and delivery of the Loan Agreement relating to the Series 2022 Bonds, including all schedules and exhibits attached thereto, by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Bureau for Public Health for the Series 2022 Bonds (the "Loan Agreement"), all in accordance with Chapter 8, Article 20 and Chapter 16, Article 13C of the West Virginia Code of 1931, as amended (collectively, the "Act"), and in the Bond Ordinance it is provided that the form of the Loan Agreement and the exact principal amount, date, maturity date, redemption provision, interest rate, interest and principal payment dates, sale price and other terms of the Series 2022 Bonds should be established by a supplemental resolution pertaining to the Series 2022 Bonds; and that other matters relating to the Series 2022 Bonds be herein provided for;

WHEREAS, the Loan Agreement has been presented to the Issuer;

WHEREAS, the Series 2022 Bonds are proposed to be purchased by the Authority pursuant to the Loan Agreement; and

WHEREAS, the Governing Body deems it essential and desirable that this supplemental resolution (the "Supplemental Resolution") be adopted, that the Loan Agreement be approved and ratified by the Issuer, that the exact principal amounts, the dates, the maturity dates, the redemption provisions, the interest rate, the interest and principal payment dates and the sale price of the Series 2022 Bonds be fixed hereby in the manner stated herein, and that other matters relating to the Series 2022 Bonds be herein provided for;

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

Section 1. A. Pursuant to the Bond Ordinance and the Act, this Supplemental Resolution is adopted and there are hereby authorized and ordered to be issued the Combined Waterworks and Sewerage System Revenue Bonds, Series 2022 A (West Virginia DWTRF Program), of the Issuer, originally represented by a single Bond, numbered AR-1, in the principal amount of \$5,060,390. The Series 2022 A Bonds shall be dated the date of delivery thereof, shall finally mature June 1, 2062, and shall bear interest at the rate of 0.5% per annum. The principal and

interest of the Series 2022 A Bonds shall be payable quarterly, on March 1, June 1, September 1 and December 1 of each year, commencing June 1, 2024 to and including June 1, 2062, and in the amounts as set forth in the “Schedule Y” attached to the Loan Agreement and incorporated in and made a part of the Series 2022 A Bonds. The Series 2022 A Bonds shall be subject to redemption upon the written consent of the Authority and the BPH, and upon payment of the redemption premium, if any, and otherwise in compliance with the Loan Agreement, so long as the Authority shall be the Registered Owner of the Series 2022 A Bonds. The Series 2022 A Bonds are not subject to the Administrative Fee.

B. Pursuant to the Bond Ordinance and the Act, this Supplemental Resolution is adopted and there are hereby authorized and ordered to be issued the Combined Waterworks and Sewerage System Revenue Bonds, Series 2022 B (West Virginia DWTRF Program/Forgivable), of the Issuer, originally represented by a single bond, numbered BR-1, in the principal amount of \$1,500,000. The Series 2022 B Bonds shall be dated the date of delivery thereof and shall bear no interest. The principal amounts advanced under the Series 2022 B Bonds will be deemed forgiven on the 30th day of June in the fiscal year in which advanced. The Series 2022 B Bonds shall be deemed no longer Outstanding after the last advance is forgiven. The Series 2022 B Bonds may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the BPH, and otherwise in compliance with, the Loan Agreement. The Series 2022 B Bonds are not subject to the Administrative Fee.

Section 2. All other provisions relating to the Series 2022 Bonds and the text of each series of the Series 2022 Bonds shall be in substantially the form provided in the Bond Ordinance.

Section 3. The Issuer does hereby authorize, approve, ratify and accept the Loan Agreement, copy of which is incorporated herein by reference, and the execution and delivery of the Loan Agreement by the Mayor, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, directed, ratified and approved. The Issuer hereby accepts and agrees to all covenants and representations made in the Loan Agreement and in the applications to the Authority and the BPH. The price of the Series 2022 Bonds shall be 100% of par value, there being no interest accrued thereon, provided that the proceeds of the Series 2022 Bonds shall be advanced from time to time as requisitioned by the Issuer.

Section 4. The Issuer does hereby appoint and designate United Bank, Charleston, West Virginia, to serve as Registrar (the “Registrar”) for the Series 2022 Bonds under the Bond Ordinance and does approve and accept the Registrar’s Agreement to be dated the date of delivery of the Series 2022 Bonds, by and between the Issuer and the Registrar, and the execution and delivery of the Registrar’s Agreement by the Mayor, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, approved and directed.

Section 5. The Issuer does hereby appoint and designate the West Virginia Municipal Bond Commission, Charleston, West Virginia, to serve as Paying Agent for the Series 2022 A Bonds under the Bond Ordinance.

Section 6. The Issuer does hereby appoint and designate First Community Bank, Craigsville, West Virginia, to serve as Depository Bank under the Bond Ordinance.

Section 7. Series 2022 A Bonds proceeds in the amount of \$-0- shall be deposited in the Series 2022 A Bonds Reserve Account.

Section 8. The balance of the proceeds of the Series 2022 Bonds shall be deposited in or credited to the Series 2022 Bonds Construction Trust Fund as received from the BPH from time to time for payment of the Costs of the Project, including, without limitation, costs of issuance of the Series 2022 Bonds and related costs.

Section 9. The Mayor and the Recorder are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable in connection with the Series 2022 Bonds hereby and by the Bond Ordinance approved and provided for, to the end that the Series 2022 Bonds may be delivered on or about June 16, 2022, to the Authority pursuant to the Loan Agreement.

Section 10. The Mayor and the Recorder are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable in connection with the West Virginia Water Development Authority Economic Enhancement Grant.

Section 11. The acquisition and construction of the Project and the financing thereof in part with proceeds of the Series 2022 Bonds are in the public interest, serve a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

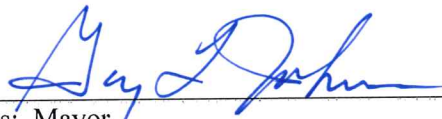
Section 12. The Issuer does hereby approve and authorize all contracts relating to the financing, acquisition and construction of the Project.

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Section 13. This Supplemental Resolution shall be effective immediately following adoption hereof.

Adopted this 2nd day of June, 2022.

CITY OF RICHWOOD

By: 
Its: Mayor

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Council of the City of Richwood on the 2nd of June, 2022.

Dated: June 16, 2022.

[SEAL]


Recorder

DWTRF
(12/20)

LOAN AGREEMENT

THIS DRINKING WATER TREATMENT REVOLVING FUND LOAN AGREEMENT (the "Loan Agreement"), made and entered into in several counterparts, by and between the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY, a governmental instrumentality and body corporate of the State of West Virginia (the "Authority"), acting under the direction of the WEST VIRGINIA BUREAU FOR PUBLIC HEALTH, a division of the West Virginia Department of Health and Human Resources (the "BPH"), and the local entity designated below (the "Local Entity").

CITY OF RICHWOOD
(2014W-1529 / 21DWTRFA014)
(Local Entity)

W I T N E S S E T H:

WHEREAS, the United States Congress under Section 1452 of the Safe Drinking Water Act, as amended (the "Safe Drinking Water Act"), has provided for capitalization grants to be awarded to states for the express purpose of establishing and maintaining drinking water treatment revolving funds for the construction, acquisition and improvement of drinking water systems;

WHEREAS, pursuant to the provisions of Chapter 16, Article 13C of the Code of West Virginia, 1931, as amended (the "Act"), the State of West Virginia (the "State") has established a drinking water treatment revolving fund program (the "Program") to direct the distribution of loans to eligible Local Entities pursuant to the Safe Drinking Water Act;

WHEREAS, under the Act the BPH 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 §66.468 (1998)) and BPH has been awarded capitalization grants to partially fund the Program;

WHEREAS, the Act establishes a permanent perpetual fund known as the "West Virginia Drinking Water Treatment Revolving Fund" (hereinafter the "Fund"), which fund is to be administered and managed by the Authority under the direction of the BPH;

WHEREAS, pursuant to the Act, the Authority and BPH are empowered to make loans from the Fund to Local Entities for the design, acquisition or construction of drinking water projects by such Local Entities, all subject to such provisions and limitations as are contained in the Safe Drinking Water Act and the Act;

WHEREAS, the Local Entity constitutes a local entity as defined by the Act;

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

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

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

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

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

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

ARTICLE I Definitions

1.1 Except where the context clearly indicates otherwise, the terms "Authority," "cost," "fund," "local entity," and "project" have the definitions and meanings ascribed to them in the Act or in the DWTRF Regulations.

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

1.3 "Cross Cutter Authorities" means federal laws and authorities that apply by their terms to projects or activities receiving federal assistance.

1.4 "Loan" means the loan to be made by the Authority and BPH to the Local Entity through the purchase of Local Bonds, as hereinafter defined, pursuant to this Loan Agreement.

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

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

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

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

1.9 “Program” means the drinking water facility acquisition, construction and improvement program coordinated through the capitalization grants program established under the Safe Drinking Water Act and administered by BPH.

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

1.11 “DWTRF Regulations” means the regulations set forth in the West Virginia Code of State Regulations.

1.12 “System” means the drinking water system owned by the Local Entity, of which the Project constitutes all or to which the Project constitutes an improvement, and any improvements thereto hereafter constructed or acquired from any sources whatsoever.

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

ARTICLE II The Project and the System

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

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

2.3 All real estate and interests in real estate and all personal property constituting the Project and the Project site heretofore or hereafter acquired shall at all times be and remain the property of the Local Entity, subject to any mortgage lien or other security interest as is provided for in the Local Statute unless a sale or transfer of all or a portion of said property is approved by BPH and the Authority.

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

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

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

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

2.8 The Local Entity shall require that each of its contractors and all subcontractors maintain, during the life of the construction contract, workers' compensation

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

2.9 The Local Entity shall provide and maintain competent and adequate engineering services satisfactory to the Authority and BPH 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, BPH and the Local Entity at the completion of construction that construction is in accordance with the approved plans, specifications and designs, or amendments thereto, approved by all necessary governmental bodies. The Local Entity shall require the Consulting Engineers to submit Recipient As-Built Plans, as defined in the DWTRF Regulations, to it within 60 days of the completion of the Project. The Local Entity shall notify BPH in writing of such receipt.

2.10 The Local Entity shall at all times provide operation and maintenance of the System in compliance with any and all State and federal standards. The Local Entity shall employ qualified operating personnel properly certified by the State. If the Local Entity is a newly established water system, the Local Entity must employ qualified operating personnel properly certified by the State before the Project is 50% complete and shall retain such a certified operator(s) to operate the System during the entire term of this Loan Agreement. The newly established Local Entity shall notify BPH in writing of the certified operator employed at the 50% completion stage.

2.11 The Local Entity hereby covenants and agrees to comply with all applicable federal and state statutes, rules and regulations, the applicable requirements of all Cross Cutter Authorities and all applicable local ordinances issued by the Authority, BPH or other State, federal or local bodies in regard to the construction of the Project and operation, maintenance and use of the System.

2.12 The Local Entity must complete the Monthly Financial Report, the form of which is attached hereto as Exhibit A and incorporated herein by reference, and forward it to the Authority by the 10th day of each month, commencing on the month after the loan contracts are

executed for the acquisition or construction of the Project and ending after three years. After the three-year period, it or an equivalent tracking form should continue to be completed and reviewed monthly for the utility's management to monitor its financial debt service coverage for the life of the loan. This form would be on file with the utility records according to the utility's records management policy.

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

2.14 The Local Entity 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 PSC.

ARTICLE III Conditions to Loan; Issuance of Local Bonds

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

(a) The Local Entity shall have delivered to BPH and the Authority a report listing the specific purposes for which the proceeds of the Loan will be expended;

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

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

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

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

(f) The Local Entity shall have obtained all requisite orders required by the laws of the State and the West Virginia Infrastructure and Jobs Development Council necessary for the construction of the Project and operation of the System, with all requisite appeal periods having expired without successful appeal, and the Authority and BPH shall have received an opinion of counsel to the Local Entity, which may be local counsel to the Local Entity, or bond counsel but must be satisfactory to the Authority and BPH, to such effect;

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

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

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

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

(k) The Local Entity shall have obtained 100% of the titles, easements and rights-of-way, or shall have received rights-of-entry or recorded binding options for the same and the Authority and BPH shall receive an opinion of counsel to the Local Entity, satisfactory to the Authority and BPH, to such effect.

3.2 Subject to the terms and provisions of this Loan Agreement, the rules and regulations promulgated by the BPH, including the DWTRF Regulations, or any other appropriate State agency and any applicable rules, regulations and procedures promulgated from

time to time by the federal government, it is hereby agreed that the Authority shall make the Loan to the Local Entity and the Local Entity shall accept the Loan from the Authority, and in furtherance thereof it is agreed that the Local Entity shall sell to the Authority and the Authority shall make the Loan by purchasing the Local Bonds in the principal amount and at the price set forth in Schedule X hereto. The Local Bonds shall have such further terms and provisions as described in Article IV hereof.

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

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

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

3.6 The Local Entity shall provide BPH with the appropriate documentation to comply with the special conditions regarding the special requirements established by federal and State regulations as set forth in Exhibit D attached hereto at such times as are set forth therein.

3.7 The Local Entity shall comply with the following conditions:

(a) The Local Entity shall develop and implement an asset management plan in accordance with BPH guidelines and approved by BPH.

(b) The Local Entity shall comply with Title 40 CFR Part 34, New Restrictions on Lobbying.

(c) The Local Entity 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.

(d) The Local Entity 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 BPH, the Local Entity shall provide certifications as to compliance.

(e) The Local Entity shall comply with all requests for data related to the use of the funds provided under this agreement.

(f) The Local Entity shall allow any appropriate representative of the Office of US Inspector General to (1) examine its records relating to the Project and this Agreement and (2) interview any officer or employee of the Local Entity.

(g) The Local Entity 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 Agreement.

(h) The Local Entity shall not use funds for particular activities for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

(i) The Local Entity 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 31 of title 40, United States Code. The Local Entity must require that contractors and subcontractors obtain wage determinations from DOL and comply with DOL guidance and regulations implementing wage rate requirements.

(j) Pursuant to 40 CFR, Section 33.301, the Local Entity agrees to make Disadvantage Business Enterprise (DBE) good faith efforts whenever procuring construction, equipment, services and supplies, and to require that prime contractors also comply. The Local Entity shall provide BPH with DBE participation reports quarterly.

(k) The Local Entity 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 Entity 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 Entities, 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.

(l) The Local Entity shall comply with all federal requirements applicable to the Loan (including those imposed by P.L. 113-76, Consolidated Appropriations Act, 2014, and related SRF Policy Guidelines issued by the EPA) which the Local Entity understands includes, among other things, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Local Entity has requested and obtained a waiver from the EPA pertaining to the Project or (ii) the BPH has otherwise advised the Local Entity in writing that the American Iron and Steel Requirement is not applicable to the Project.

(m) The Local Entity shall comply with all record keeping and reporting requirements under the Safe Drinking Water Act, including any reports required by a Federal agency or the BPH such as performance indicators of program deliverables, information on costs and Project progress. The Local Entity understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.

(n) The Local Entity covenants and agrees to not expend any proceeds of the Loan or enter into any contracts for components and services prohibited by 2 CFR 200.216 (Prohibition on certain telecommunication and video surveillance services or equipment), implementing section 889 of Public Law 115-232. Prior to entering into any contracts the Local Entity shall certify to BPH in writing that it has reviewed all contracts against the excluded parties list in the System for Award Management (www.sam.gov).

3.8 The Local Entity shall fund and maintain a working capital fund with a balance of not less than one eighth (1/8) of the Local Entity's actual annual operating and maintenance expenses. This fund is separate from and in addition to the renewal replacement fund required under Section 4.1(a)(iii) hereof.

ARTICLE IV

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

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

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

(i) to pay Operating Expenses of the System;

(ii) to the extent not otherwise limited by any outstanding loan resolution, indenture or other act or document and beginning on the date set forth in Schedule X, to provide debt service on the Local Bonds by depositing in a sinking fund one-third (1/3) of the interest payment next coming due on the Local Bonds and one-third (1/3) of the principal payment next coming due on the Local Bonds and, beginning three (3) months prior to the first date of payment of principal of the Local Bonds, if the reserve account for the Local Bonds (the "Reserve Account") was not funded from proceeds of the Local Bonds or otherwise concurrently with the issuance thereof in an amount equal to the maximum amount of principal and interest which will come due on the Local Bonds in the then current or any succeeding year (the "Reserve Requirement"), by depositing in the Reserve Account an amount not less than one-twelfth (1/12) of one-tenth (1/10) of the Reserve Requirement or, if the Reserve Account has been so funded (whether by Local Bond proceeds, monthly deposits or otherwise), any amount necessary to maintain the Reserve Account at the Reserve Requirement;

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

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

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

(b) Covenants substantially as follows:

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

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

the requirement therefor, equal to at least one hundred ten percent (110%) of the maximum amount required in any year for debt service on the Local Bonds and any such prior or parity obligations;

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

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

(v) That the Local Entity shall not issue any other obligations payable from the revenues of the System which rank prior to, or equally, as to lien and security with the Local Bonds, except parity bonds which shall only be issued if net revenues of the System prior to issuance of such parity bonds, plus reasonably projected revenues from rate increases and the improvements to be financed by such parity bonds, shall not be less than one hundred fifteen percent (115%) of the maximum debt service in any succeeding year on all Local Bonds and parity bonds theretofore and then being issued and on any obligations secured by a lien on or payable from the revenues of the System prior to the Local Bonds and with the prior written consent of the Authority;

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

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

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

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

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

(xi) That the Local Entity shall annually, within six months of the end of the fiscal year, cause the records of the System to be audited by an independent certified public accountant or independent public accountant and shall submit the report of said audit to the Authority. If the Local Entity receives \$750,000 or more (in any combination of federal funds) in a fiscal year, the audit shall be obtained in accordance with 2 CFR 200 Subpart F (or any successor thereto). Financial statement audits are required once all funds have been received by the Local Entity. The audit shall include a statement that notes whether the results of tests disclosed instances of noncompliance that are required to be reported under government auditing standards and, if they are, describes the instances of noncompliance and the audited financial statements shall include a statement that notes whether the Local Entity's revenues are adequate to meet its Operating Expenses and debt service and reserve requirements;

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

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

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

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

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

(xvii) That, unless waived by the Authority the Local Entity shall authorize a sweep resolution so that monthly payments can be made to the Commission electronically. If waived by the Authority, That the Local Entity shall on the first day of each month (if the first day is not a business day, then the first business day of each month) deposit with the Commission the required interest, principal and reserve account payment. The Local Entity shall complete the Monthly Payment Form, attached hereto as Exhibit D and incorporated

herein by reference, and submit a copy of said form along with a copy of the check or electronic transfer to the Authority by the 5th day of such calendar month;

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

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

(xx) That the Local Entity shall, to the full extent permitted by applicable law and the rules and regulations of the PSC, terminate its services to any customer of the System who is delinquent in payment of charges for services provided by the System and will not restore such services until all delinquent charges for the services of the System have been fully paid; and

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

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

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

4.3 At least two and one-half percent (2½%) of the proceeds of the Local Bonds will be advanced on the Date of Loan Closing. The remaining proceeds of the Local Bonds shall be advanced by the Authority monthly as required by the Local Entity to pay Costs of the Project, provided, however, if the proceeds of the Local Bonds will be used to repay an

interim financing, the proceeds will be advanced on a schedule mutually agreeable to the Local Entity, the BPH and the Authority. The Local Bonds shall not bear interest during the construction period but interest shall commence accruing on the completion date as defined in the DWTRF Regulations, provided that the annual repayment of principal and payment of interest shall begin not later than one (1) year after the completion date. The repayment of principal and interest on the Local Bonds shall be as set forth on Schedule Y hereto. In no event shall the interest rate on or the net interest cost of the Local Bonds exceed any statutory limitation with regard thereto.

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

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

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

4.7 If a Local Entity does not draw down all of the proceeds of the Local Bonds within six months of a receipt of a substantial completion certificate or such other time as determined by BPH, the BPH will instruct the Authority to process a final draw on the Local Bonds. BPH will instruct the Authority to advance the remaining proceeds of the Local Bond to the Commission for deposit in the Local Bond's Debt Service Reserve Account.

ARTICLE V

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

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

5.2 In the event, for any reason, the schedule of rates, fees and charges initially established for the System in connection with the Local Bonds shall prove to be insufficient to produce the required sums set forth in the Local Act and this Loan Agreement, the Local Entity hereby covenants and agrees that it will, to the extent or in the manner authorized

by law, immediately adjust and increase such schedule of rates, fees and charges (or where applicable, immediately file with the appropriate statutory body for a rate increase) and take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Local Act and this Loan Agreement.

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

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

ARTICLE VI

Other Agreements of the Local Entity

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

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

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

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

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

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

6.7 The Local Entity hereby agrees to file with the Authority upon completion of acquisition and construction of the Project a schedule setting forth the actual costs of the Project and sources of funds.

ARTICLE VII Miscellaneous

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

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

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

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

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

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

7.7 This Loan Agreement shall terminate upon the earlier of:

(i) written notice of termination to the Local Entity from either the Authority or BPH;

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

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

(iv) payment in full of the principal of and interest on the Loan and of any fees and charges owed by the Local Entity to the Authority or BPH.

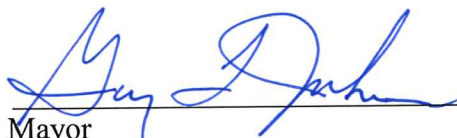
In the event funds are not available to make all of the Loan, the responsibility of the Authority and BPH to make all the Loan is terminated; provided further that the obligation of the Local Entity to repay the outstanding amount of the Loan made by the Authority and BPH is not terminated due to such non-funding on any balance of the Loan. The BPH agrees to use its best efforts to have the amount contemplated under this Loan Agreement included in its budget. Non-funding of the Loan shall not be considered an event of default under this Loan Agreement.

[Remainder of page intentionally left blank]

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

CITY OF RICHWOOD

(SEAL)

By: 

Its: Mayor

Date: June 16, 2022

Attest:


Its: Recorder

WEST VIRGINIA WATER DEVELOPMENT
AUTHORITY

(SEAL)

By: 

Its: Executive Director

Date: June 16, 2022

Attest:


Its: Authorized Officer

EXHIBIT A

Monthly Financial Report

Name of Local Entity:

Funding Agency Project No.:

Type of Project:

Fiscal Year:

Report Month:

☐ Water

☐ Wastewater

<u>Item</u>	<u>Current Month</u>	<u>Total Year to Date</u>	<u>Budget Year to Date</u>	<u>*Budget Year to Date Minus Total Year to Date</u>
1. Gross Revenues:	0	0	0	0
2. Operating Expenses: (Including Admin Fees)	0	0	0	0
3. Renewal and Replacement Fund Deposits:	0	0	0	0
	Adequate R&R Deposit	Adequate R&R Deposit	Adequate R&R Deposit	
4. *Net Revenue: (Equation: 1-2)	0	0	0	0
5. Bond Payments: (Principal and Interest)				
<u>Type of Issue</u>				
Clean water SRF:				0
Drinking water SRF:				0
Infrastructure Fund:				0
Water Dev. Authority:				0
Rural Utilities Service:				0
Economic Development:				0
Other: (Identify Below)				0
*Bond Payment Total:	0	0	0	0
6.				
*Calculated Debt Coverage: (Equation: 4/6 * 100%)	#DIV/0!	#DIV/0!	#DIV/0!	
7.	#DIV/0!	#DIV/0!	#DIV/0!	

Name of Person Completing Form / Date

Please enter financial data in
Grey cells. (If applicable)

* Self Calculating Formula

Address

Telephone Number

<u>INSTRUCTIONS FOR COMPLETING MONTHLY FINANCIAL REPORT (EXHIBIT A)</u>	
Item 1:	You will need a copy of the current fiscal year budget adopted by the Local Entity to complete Items 1 and 2. In Item 1, provide the amount of actual Gross Revenues for the current month and the total amount year-to-date in the respective columns. Divide the budgeted annual Gross Revenues by 12. For example, if Gross Revenues of \$1,200 are anticipated to be received for the year, each month the base would be increased by \$100 ($\$1,200/12$). This is the incremental amount for the Budget Year-to-Date column.
Item 2:	Provide the amount of actual Operating Expenses for the current month and the total amount year-to-date in the respective columns. Any administrative fee should be included in the Operating Expenses. Divide the budgeted annual Operating Expenses by 12. For example, if Operating Expenses of \$900 are anticipated to be incurred for the year, each month the base would be increased by \$75 ($\$900/12$). This is the incremental amount for the Budget Year-to-Date column.
Item 3:	Provide the Bond Payments (principal, interest and reserve account) for all the outstanding bonds of the Local Entity according to the source of funding. For example, Clean Water State Revolving Fund loan from Department of Environmental Protection, Drinking Water Treatment Revolving Fund loan from Bureau for Public Health, Infrastructure Fund loan from Infrastructure and Jobs Development Council, or a loan from the Water Development Authority, etc.
Item 4:	Provide the amount deposited into the Renewal and Replacement Fund each month. This amount is equal to 2.5% of Gross Revenues minus the total reserve account payments included in Item 3. If Gross Revenues are \$1,200, then \$30 (2.5% of \$1,200), LESS the amount of all reserve account payments in Item 3 should be deposited into the Renewal and Replacement Fund. The money in the Renewal and Replacement Fund should be kept separate and apart from all other funds of the Local Entity.
The Local Entity must complete the Monthly Financial Report and forward it to the Water Development Authority by the 10th day of each month, commencing for the month after the loan contracts are executed for the acquisition or construction of the Project and ending after three years.	

EXHIBIT B

FORM OF CERTIFICATE OF CONSULTING ENGINEER

(Issuer)

(Name of Bonds)

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

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

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

3. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Project, the Project will be constructed in general accordance with the approved plans, specifications and designs prepared by my firm and approved by the BPH and any change orders approved by the Issuer, the BPH and all necessary governmental bodies; (ii) the schematic design for the Project began [before/after July 1, 2012], (iii) the Project, as designed, is adequate for its intended purpose and has a useful life of at least _____ years, if properly operated and maintained, excepting anticipated replacements due to normal wear and tear; (iv) the Issuer has received bids for the acquisition and construction of the Project which are in an amount and otherwise compatible with the plan of financing set forth in Schedule B attached hereto as Exhibit A, and my firm¹ has ascertained that all successful bidders have made required provisions for all insurance and payment and performance bonds and that such insurance policies or binders and such bonds have been verified for accuracy; (v) the successful bidders received

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

any and all addenda to the original bid documents; (vi) the bid documents relating to the Project reflect the Project as approved by the BPH and the bid forms provided to the bidders contain all critical operational components of the Project; (vii) the successful bids include prices for every item on such bid forms; (viii) the uniform bid procedures were followed; (ix) the Issuer has obtained all permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the Project and operation of the System; (x) as of the effective date thereof², the rates and charges for the System as adopted by the Issuer will be sufficient to comply with the provisions of the Loan Agreement; (xi) the net proceeds of the Bonds, together with all other moneys on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants, if any, irrevocably committed therefor, are sufficient to pay the costs of acquisition and construction of the Project approved by the BPH; (xii) the successful bidders have provided the Drug-Free Workplace Affidavit as evidence of the Vendor's compliance with the provisions of Article 1D, Chapter 21 of the West Virginia Code; (xiii) the Issuer will receive as-built plans and specifications within sixty days of the receipt of a completion certificate; and (xiv) attached hereto as Exhibit A is the final amended "Schedule B - Total Cost of Project; Sources of Funds and Cost of Financing" for the Project.

The Project will serve ____ new customers in _____ area as approved by the Infrastructure Council without substitution.

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

[SEAL]

By:

West Virginia License No. _____

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

EXHIBIT C

SPECIAL CONDITIONS

A. PUBLIC RELEASE REQUIREMENT – The Local Entity 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. EXHIBIT C-1 – The Local Entity shall complete the form attached as Exhibit C-1 and submit to the BPH prior to the Closing.

C. PROJECT ADMINISTRATOR - The Region 4 Planning and Development Council (the “Regional Council”) shall oversee the Project, as agreed to in the project administrator agreement, and shall coordinate with the Local Entity for the review and approval of distributions under the Loan. The Authority shall provide payments to the Regional Council which shall make payments directly to the vendors. The Authority shall wire the approved requisition amount using the wiring instructions provided, unless the BPH and Authority are provided replacement instructions in writing the Regional Council.

EXHIBIT C-1

For DHHR Use Only:
Grant Number _____

West Virginia Department of Health and Human Resources Subrecipient (Grantee) Information Form – DHHR Finance A-1000 Please see the Instructions for Completion of the Subrecipient (Grantee) Information Form

1. Subrecipient (Grantee) Legal Name	2. Subrecipient (Grantee) DBA Name

3. Subrecipient (Grantee) 9-Digit DUNS Number

4. Subrecipient (Grantee) Physical Location			
Street 1:		State:	
Street 2:		Zip +4:	
City:		County:	

5. Subrecipient (Grantee) Type (Please check one box only)	
☐ A - State Government ☐ B - County Government ☐ C - City or Township Government ☐ D - Special District Government ☐ E - Regional Organization ☐ F - U.S. Territory or Possession ☐ G - Independent School District ☐ H - Public/State Controlled Institution of Higher Learning ☐ I - Indian/Native American Tribal Government (Federally Recognized) ☐ J - Indian/Native American Tribal Government (Other than Federally Recognized) ☐ K - Indian/Native American Tribally Designated Organization ☐ L - Public/Indian Housing Authority	☐ M - Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education) ☐ N - Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education) ☐ O - Private Institution of Higher Education ☐ P - Individual ☐ Q - For-Profit Business (Other than Small Business) ☐ R - Small Business ☐ S - Hispanic-serving Institution ☐ T - Historically Black Colleges and Universities (HBCUs) ☐ U - Tribally Controlled Colleges and Universities (TCCUs) ☐ V - Alaska Native and Native Hawaiian Serving Institutions ☐ W - Non-domestic (non-US) entity ☐ X - Other (Please explain) _____

6. Subrecipient (Grantee) Primary Place of Performance			
City:		Zip +4:	
State:		County:	

7. Subrecipient (Grantee) Highly Compensated Officers (if applicable)		
Officer Name	Title	Total Compensation

NOTE: This form must be signed by an individual no lower than the Executive Director or Chief Financial Officer.

Printed Name _____ Title _____
Signature _____ Date _____ Phone # _____

DHHR Finance A-1000 (Revised Sept 2009)

EXHIBIT D

MONTHLY PAYMENT FORM

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

Re: [Name of bond issue]

Ladies and Gentlemen:

The following deposits were made to the West Virginia Municipal Bond
Commission

on behalf of _____ on _____.
[Local Entity] [Date]

Sinking Fund:

Interest\$ _____

Principal \$ _____

Total: \$ _____

Reserve Account: \$ _____

Witness my signature this ____ day of _____.

[Name of Local Entity]

By: _____
Authorized Officer

Enclosure: wire transfer form

SCHEDULE Y DEBT SERVICE SCHEDULE

Net Debt Service

City of Richwood

DWTRF

\$5,060,390

0.5% Interest Rate

40 Years from Closing Date

Date	Principal	Interest	Total Debt Service	Reserve Fund	Net Debt Service
6/1/2024	30,033	6,325.49	36,358.49	3,635.90	39,994.39
9/1/2024	30,071	6,287.95	36,358.95	3,635.90	39,994.85
12/1/2024	30,108	6,250.36	36,358.36	3,635.90	39,994.26
3/1/2025	30,146	6,212.72	36,358.72	3,635.90	39,994.62
6/1/2025	30,183	6,175.04	36,358.04	3,635.90	39,993.94
9/1/2025	30,221	6,137.31	36,358.31	3,635.90	39,994.21
12/1/2025	30,259	6,099.54	36,358.54	3,635.90	39,994.44
3/1/2026	30,297	6,061.71	36,358.71	3,635.90	39,994.61
6/1/2026	30,335	6,023.84	36,358.84	3,635.90	39,994.74
9/1/2026	30,373	5,985.92	36,358.92	3,635.90	39,994.82
12/1/2026	30,411	5,947.96	36,358.96	3,635.89	39,994.85
3/1/2027	30,449	5,909.94	36,358.94	3,635.89	39,994.83
6/1/2027	30,487	5,871.88	36,358.88	3,635.89	39,994.77
9/1/2027	30,525	5,833.77	36,358.77	3,635.89	39,994.66
12/1/2027	30,563	5,795.62	36,358.62	3,635.89	39,994.51
3/1/2028	30,601	5,757.41	36,358.41	3,635.89	39,994.30
6/1/2028	30,639	5,719.16	36,358.16	3,635.89	39,994.05
9/1/2028	30,678	5,680.86	36,358.86	3,635.89	39,994.75
12/1/2028	30,716	5,642.51	36,358.51	3,635.89	39,994.40
3/1/2029	30,754	5,604.12	36,358.12	3,635.89	39,994.01
6/1/2029	30,793	5,565.68	36,358.68	3,635.89	39,994.57
9/1/2029	30,831	5,527.19	36,358.19	3,635.89	39,994.08
12/1/2029	30,870	5,488.65	36,358.65	3,635.89	39,994.54
3/1/2030	30,908	5,450.06	36,358.06	3,635.89	39,993.95
6/1/2030	30,947	5,411.42	36,358.42	3,635.89	39,994.31
9/1/2030	30,986	5,372.74	36,358.74	3,635.89	39,994.63
12/1/2030	31,024	5,334.01	36,358.01	3,635.89	39,993.90
3/1/2031	31,063	5,295.23	36,358.23	3,635.89	39,994.12
6/1/2031	31,102	5,256.40	36,358.40	3,635.89	39,994.29
9/1/2031	31,141	5,217.52	36,358.52	3,635.89	39,994.41
12/1/2031	31,180	5,178.60	36,358.60	3,635.89	39,994.49
3/1/2032	31,219	5,139.62	36,358.62	3,635.89	39,994.51
6/1/2032	31,258	5,100.60	36,358.60	3,635.89	39,994.49
9/1/2032	31,297	5,061.52	36,358.52	3,635.89	39,994.41
12/1/2032	31,336	5,022.40	36,358.40	3,635.89	39,994.29
3/1/2033	31,375	4,983.23	36,358.23	3,635.89	39,994.12
6/1/2033	31,414	4,944.01	36,358.01	3,635.89	39,993.90
9/1/2033	31,454	4,904.75	36,358.75	3,635.89	39,994.64
12/1/2033	31,493	4,865.43	36,358.43	3,635.89	39,994.32
3/1/2034	31,532	4,826.06	36,358.06	3,635.89	39,993.95
6/1/2034	31,572	4,786.65	36,358.65		36,358.65
9/1/2034	31,611	4,747.18	36,358.18		36,358.18
12/1/2034	31,651	4,707.67	36,358.67		36,358.67
3/1/2035	31,690	4,668.11	36,358.11		36,358.11
6/1/2035	31,730	4,628.49	36,358.49		36,358.49
9/1/2035	31,770	4,588.83	36,358.83		36,358.83
12/1/2035	31,809	4,549.12	36,358.12		36,358.12

May 31, 2022 10:13 pm Prepared by Piper Sandler

(WDA:LOANS-RICH122) 1

Net Debt Service
City of Richwood
DWTRF
\$5,060,390
0.5% Interest Rate
40 Years from Closing Date

Date	Principal	Interest	Total Debt Service	Reserve Fund	Net Debt Service
3/1/2036	31,849	4,509.36	36,358.36		36,358.36
6/1/2036	31,889	4,469.55	36,358.55		36,358.55
9/1/2036	31,929	4,429.68	36,358.68		36,358.68
12/1/2036	31,969	4,389.77	36,358.77		36,358.77
3/1/2037	32,009	4,349.81	36,358.81		36,358.81
6/1/2037	32,049	4,309.80	36,358.80		36,358.80
9/1/2037	32,089	4,269.74	36,358.74		36,358.74
12/1/2037	32,129	4,229.63	36,358.63		36,358.63
3/1/2038	32,169	4,189.47	36,358.47		36,358.47
6/1/2038	32,209	4,149.26	36,358.26		36,358.26
9/1/2038	32,250	4,108.99	36,358.99		36,358.99
12/1/2038	32,290	4,068.68	36,358.68		36,358.68
3/1/2039	32,330	4,028.32	36,358.32		36,358.32
6/1/2039	32,371	3,987.91	36,358.91		36,358.91
9/1/2039	32,411	3,947.44	36,358.44		36,358.44
12/1/2039	32,452	3,906.93	36,358.93		36,358.93
3/1/2040	32,492	3,866.36	36,358.36		36,358.36
6/1/2040	32,533	3,825.75	36,358.75		36,358.75
9/1/2040	32,573	3,785.08	36,358.08		36,358.08
12/1/2040	32,614	3,744.37	36,358.37		36,358.37
3/1/2041	32,655	3,703.60	36,358.60		36,358.60
6/1/2041	32,696	3,662.78	36,358.78		36,358.78
9/1/2041	32,737	3,621.91	36,358.91		36,358.91
12/1/2041	32,778	3,580.99	36,358.99		36,358.99
3/1/2042	32,818	3,540.02	36,358.02		36,358.02
6/1/2042	32,860	3,498.99	36,358.99		36,358.99
9/1/2042	32,901	3,457.92	36,358.92		36,358.92
12/1/2042	32,942	3,416.79	36,358.79		36,358.79
3/1/2043	32,983	3,375.62	36,358.62		36,358.62
6/1/2043	33,024	3,334.39	36,358.39		36,358.39
9/1/2043	33,065	3,293.11	36,358.11		36,358.11
12/1/2043	33,107	3,251.78	36,358.78		36,358.78
3/1/2044	33,148	3,210.39	36,358.39		36,358.39
6/1/2044	33,190	3,168.96	36,358.96		36,358.96
9/1/2044	33,231	3,127.47	36,358.47		36,358.47
12/1/2044	33,273	3,085.93	36,358.93		36,358.93
3/1/2045	33,314	3,044.34	36,358.34		36,358.34
6/1/2045	33,356	3,002.70	36,358.70		36,358.70
9/1/2045	33,397	2,961.00	36,358.00		36,358.00
12/1/2045	33,439	2,919.26	36,358.26		36,358.26
3/1/2046	33,481	2,877.46	36,358.46		36,358.46
6/1/2046	33,523	2,835.61	36,358.61		36,358.61
9/1/2046	33,565	2,793.70	36,358.70		36,358.70
12/1/2046	33,607	2,751.75	36,358.75		36,358.75
3/1/2047	33,649	2,709.74	36,358.74		36,358.74
6/1/2047	33,691	2,667.68	36,358.68		36,358.68
9/1/2047	33,733	2,625.56	36,358.56		36,358.56

May 31, 2022 10:13 pm Prepared by Piper Sandler

(WDA:LOANS-RICH122) 2

Net Debt Service
City of Richwood
DWTRF
\$5,060,390
0.5% Interest Rate
40 Years from Closing Date

Date	Principal	Interest	Total Debt Service	Reserve Fund	Net Debt Service
12/1/2047	33,775	2,583.40	36,358.40		36,358.40
3/1/2048	33,817	2,541.18	36,358.18		36,358.18
6/1/2048	33,860	2,498.91	36,358.91		36,358.91
9/1/2048	33,902	2,456.58	36,358.58		36,358.58
12/1/2048	33,944	2,414.20	36,358.20		36,358.20
3/1/2049	33,987	2,371.77	36,358.77		36,358.77
6/1/2049	34,029	2,329.29	36,358.29		36,358.29
9/1/2049	34,072	2,286.75	36,358.75		36,358.75
12/1/2049	34,114	2,244.16	36,358.16		36,358.16
3/1/2050	34,157	2,201.52	36,358.52		36,358.52
6/1/2050	34,200	2,158.82	36,358.82		36,358.82
9/1/2050	34,242	2,116.07	36,358.07		36,358.07
12/1/2050	34,285	2,073.27	36,358.27		36,358.27
3/1/2051	34,328	2,030.42	36,358.42		36,358.42
6/1/2051	34,371	1,987.51	36,358.51		36,358.51
9/1/2051	34,414	1,944.54	36,358.54		36,358.54
12/1/2051	34,457	1,901.52	36,358.52		36,358.52
3/1/2052	34,500	1,858.45	36,358.45		36,358.45
6/1/2052	34,543	1,815.33	36,358.33		36,358.33
9/1/2052	34,586	1,772.15	36,358.15		36,358.15
12/1/2052	34,630	1,728.92	36,358.92		36,358.92
3/1/2053	34,673	1,685.63	36,358.63		36,358.63
6/1/2053	34,716	1,642.29	36,358.29		36,358.29
9/1/2053	34,760	1,598.89	36,358.89		36,358.89
12/1/2053	34,803	1,555.44	36,358.44		36,358.44
3/1/2054	34,847	1,511.94	36,358.94		36,358.94
6/1/2054	34,890	1,468.38	36,358.38		36,358.38
9/1/2054	34,934	1,424.77	36,358.77		36,358.77
12/1/2054	34,977	1,381.10	36,358.10		36,358.10
3/1/2055	35,021	1,337.38	36,358.38		36,358.38
6/1/2055	35,065	1,293.60	36,358.60		36,358.60
9/1/2055	35,109	1,249.77	36,358.77		36,358.77
12/1/2055	35,153	1,205.89	36,358.89		36,358.89
3/1/2056	35,197	1,161.94	36,358.94		36,358.94
6/1/2056	35,241	1,117.95	36,358.95		36,358.95
9/1/2056	35,285	1,073.90	36,358.90		36,358.90
12/1/2056	35,329	1,029.79	36,358.79		36,358.79
3/1/2057	35,373	985.63	36,358.63		36,358.63
6/1/2057	35,417	941.41	36,358.41		36,358.41
9/1/2057	35,461	897.14	36,358.14		36,358.14
12/1/2057	35,506	852.82	36,358.82		36,358.82
3/1/2058	35,550	808.43	36,358.43		36,358.43
6/1/2058	35,595	764.00	36,359.00		36,359.00
9/1/2058	35,639	719.50	36,358.50		36,358.50
12/1/2058	35,684	674.95	36,358.95		36,358.95
3/1/2059	35,728	630.35	36,358.35		36,358.35
6/1/2059	35,773	585.69	36,358.69		36,358.69

May 31, 2022 10:13 pm Prepared by Piper Sandler

(WDA:LOANS-RICH122) 3

Net Debt Service
City of Richwood
DWTRF
\$5,060,390
0.5% Interest Rate
40 Years from Closing Date

Date	Principal	Interest	Total Debt Service	Reserve Fund	Net Debt Service
9/1/2059	35,818	540.97	36,358.97		36,358.97
12/1/2059	35,862	496.20	36,358.20		36,358.20
3/1/2060	35,907	451.37	36,358.37		36,358.37
6/1/2060	35,952	406.49	36,358.49		36,358.49
9/1/2060	35,997	361.55	36,358.55		36,358.55
12/1/2060	36,042	316.55	36,358.55		36,358.55
3/1/2061	36,087	271.50	36,358.50		36,358.50
6/1/2061	36,132	226.39	36,358.39		36,358.39
9/1/2061	36,177	181.23	36,358.23		36,358.23
12/1/2061	36,222	136.00	36,358.00		36,358.00
3/1/2062	36,268	90.73	36,358.73		36,358.73
6/1/2062	36,313	45.39	36,358.39		36,358.39
	5,060,390	502,467.34	5,562,857.34	145,435.70	5,708,293.04

Notes:

1. \$13,331.62 from 3/01/2024 through 2/01/2034 (based on maximum quarterly payment of \$39,994.85 and monthly payment rounded up to the nearest cent)
2. \$12,119.67 from 3/01/2034 through 5/01/2062 (based on maximum quarterly payment of \$36,359.00 and monthly payment rounded up to the nearest cent)
3. Reserve Fund equal to \$145,435.70 (maximum annual debt service) funded up over 10 years.
4. Admin Fee calculated based on percent of bond value computed quarterly paid in equal quarterly payments rounded up to the nearest cent.

City of Richwood
Combined Waterworks and Sewerage System Revenue Bonds, Series 2022 A
(West Virginia DWTRF Program); and
Combined Waterworks and Sewerage System Revenue Bonds, Series 2022 B
(West Virginia DWTRF Program/Forgivable)

CROSS-RECEIPT FOR BOND AND BOND PROCEEDS

On this 16th day of June, 2022, the undersigned authorized representative of the West Virginia Water Development Authority (the "Authority"), for and on behalf of the Authority, and the undersigned Mayor of the City of Richwood (the "Issuer"), for and on behalf of the Issuer, hereby certify as follows:

1. A. On the date hereof, the Authority received the entire original issue of \$5,060,390 principal amount of the Combined Waterworks and Sewerage System Revenue Bonds, Series 2022 A (West Virginia DWTRF Program), of the Issuer (the "Series 2022 A Bonds"), issued as a single, fully registered bond, numbered AR-1, and dated June 16, 2022.

B. On the date hereof, the Authority received the entire original issue of \$1,500,000 principal amount of the Combined Waterworks and Sewerage System Revenue Bonds, Series 2022 B (West Virginia DWTRF Program/Forgivable), of the Issuer (the "Series 2022 B Bonds"), issued as a single, fully registered bond, numbered BR-1, and dated June 16, 2022.

2. At the time of such receipt of the Series 2022 Bonds upon original issuance, the Series 2022 A Bonds and Series 2022 B Bonds had been executed by the Mayor and the Recorder of the Issuer, by their respective manual signatures, and the official seal of the Issuer had been affixed upon the Series 2022 A Bonds and Series 2022 B Bonds.

3. A. The Issuer has received and hereby acknowledges receipt from the Authority, as the original purchaser of the Series 2022 A Bonds, of the sum of \$196,411, being a portion of the principal amount of the Series 2022 A Bonds. The balance of the principal amount of the Series 2022 A Bonds will be advanced to the Issuer by the Authority on behalf of the West Virginia Bureau for Public Health as acquisition and construction of the Project progresses.

B. The Issuer has received and hereby acknowledges receipt from the Authority, as the original purchaser of the Series 2022 B Bonds, of the sum of \$-0-, being a portion of the principal amount of the Series 2022 B Bonds. The balance of the principal amount of the Series 2022 B Bonds will be advanced to the Issuer by the Authority on behalf of the West Virginia Bureau for Public Health as acquisition and construction of the Project progresses.

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Dated as of the day and year first above written.

WEST VIRGINIA WATER DEVELOPMENT
AUTHORITY

By: _____
Its: Authorized Representative

CITY OF RICHWOOD

By:  _____
Its: Mayor

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF RICHWOOD
COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS,
SERIES 2022 A
(WEST VIRGINIA DWTRF PROGRAM)

No. AR-1

\$5,060,390

KNOW ALL PERSONS BY THESE PRESENTS: That on this the 16th day of June, 2022, the CITY OF RICHWOOD, a municipal corporation and political subdivision of the State of West Virginia in Nicholas County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of FIVE MILLION SIXTY THOUSAND THREE HUNDRED NINETY DOLLARS (\$5,060,390), 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 of, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing June 1, 2024, to and including June 1, 2062 as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference with interest of 0.5% per annum payable quarterly on March 1, June 1, September 1 and December 1 of each year commencing June 1, 2024, to and including June 1, 2062, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference. The Series 2022 A Bonds are not subject to the Administrative Fee.

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

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority on behalf of the West Virginia Bureau for Public Health (the "BPH"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the BPH, dated June 16, 2022.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of certain additions, betterments and improvements to the existing combined waterworks and sewerage system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance of the Bonds and related costs. The existing public combined waterworks and sewerage system of the Issuer, the Project, and any further extensions, additions, betterments or improvements thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 8, Article 20 and Chapter 16, Article 13C of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Ordinance duly enacted by the Issuer on June 16, 2022, and a Supplemental Resolution duly adopted by the Issuer on June 16, 2022 (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 WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2002 (WEST VIRGINIA SRF PROGRAM), DATED DECEMBER 18, 2002, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$682,314 (THE "SERIES 2003 A BONDS");

(2) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2009 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED SEPTEMBER 2, 2009, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,308,155 (THE "SERIES 2009 A BONDS"); AND

(3) COMBINED WATERWORKS AND SEWERAGE SYSTEM DESIGN REVENUE BONDS, SERIES 2021 A (WEST VIRGINIA SRF PROGRAM), DATED MAY 25, 2021, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$600,000 (THE "SERIES 2021 A BONDS") (COLLECTIVELY THE "PRIOR 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 System, on a parity with the pledge of Gross Revenues in favor of the Holders of the Prior Bonds, and from monies in the Reserve Account created under the Bond Legislation for the Bonds (the "Series 2022 A Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Gross Revenues shall be sufficient to pay the principal of and interest on all Bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest, if any, hereon, except from said special fund provided from the Gross Revenues, the monies in the Series 2022 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, including the Prior Bonds; provided however, that so long as there exists in the Series 2022 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or succeeding year, and in the respective reserve accounts established for any other obligations Outstanding on a parity with the Bonds, including the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the Registered Owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of the Registrar (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 System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal on this Bond.

All provisions of the 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.

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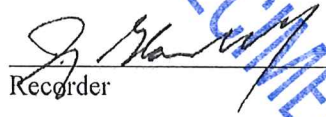
IN WITNESS WHEREOF, the CITY OF RICHWOOD has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its Recorder, and has caused this Bond to be dated as of the day and year first written above

[SEAL]



Mayor

ATTEST:



Recorder

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2022 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the Registered Owner set forth above, as of the date set forth below.

Date: June 16, 2022.

UNITED BANK, as Registrar


Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

<u>AMOUNT</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>DATE</u>
(1) \$196,411	06/16/2022	(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

Bond Debt Service

City of Richwood

DWTRF

\$5,060,390

0.5% Interest Rate

40 Years from Closing Date

Dated Date 6/16/2022

Delivery

Date 6/16/2022

Period Ending	Principal	Coupon	Interest	Debt Service
6/1/2024	30,033	0.500%	6,325.49	36,358.49
9/1/2024	30,071	0.500%	6,287.95	36,358.95
12/1/2024	30,108	0.500%	6,250.36	36,358.36
3/1/2025	30,146	0.500%	6,212.72	36,358.72
6/1/2025	30,183	0.500%	6,175.04	36,358.04
9/1/2025	30,221	0.500%	6,137.31	36,358.31
12/1/2025	30,259	0.500%	6,099.54	36,358.54
3/1/2026	30,297	0.500%	6,061.71	36,358.71
6/1/2026	30,335	0.500%	6,023.84	36,358.84
9/1/2026	30,373	0.500%	5,985.92	36,358.92
12/1/2026	30,411	0.500%	5,947.96	36,358.96
3/1/2027	30,449	0.500%	5,909.94	36,358.94
6/1/2027	30,487	0.500%	5,871.88	36,358.88
9/1/2027	30,525	0.500%	5,833.77	36,358.77
12/1/2027	30,563	0.500%	5,795.62	36,358.62
3/1/2028	30,601	0.500%	5,757.41	36,358.41
6/1/2028	30,639	0.500%	5,719.16	36,358.16
9/1/2028	30,678	0.500%	5,680.86	36,358.86
12/1/2028	30,716	0.500%	5,642.51	36,358.51
3/1/2029	30,754	0.500%	5,604.12	36,358.12
6/1/2029	30,793	0.500%	5,565.68	36,358.68
9/1/2029	30,831	0.500%	5,527.19	36,358.19
12/1/2029	30,870	0.500%	5,488.65	36,358.65
3/1/2030	30,908	0.500%	5,450.06	36,358.06
6/1/2030	30,947	0.500%	5,411.42	36,358.42
9/1/2030	30,986	0.500%	5,372.74	36,358.74
12/1/2030	31,024	0.500%	5,334.01	36,358.01
3/1/2031	31,063	0.500%	5,295.23	36,358.23
6/1/2031	31,102	0.500%	5,256.40	36,358.40
9/1/2031	31,141	0.500%	5,217.52	36,358.52
12/1/2031	31,180	0.500%	5,178.60	36,358.60
3/1/2032	31,219	0.500%	5,139.62	36,358.62
6/1/2032	31,258	0.500%	5,100.60	36,358.60
9/1/2032	31,297	0.500%	5,061.52	36,358.52
12/1/2032	31,336	0.500%	5,022.40	36,358.40
3/1/2033	31,375	0.500%	4,983.23	36,358.23
6/1/2033	31,414	0.500%	4,944.01	36,358.01
9/1/2033	31,454	0.500%	4,904.75	36,358.75
12/1/2033	31,493	0.500%	4,865.43	36,358.43
3/1/2034	31,532	0.500%	4,826.06	36,358.06
6/1/2034	31,572	0.500%	4,786.65	36,358.65
9/1/2034	31,611	0.500%	4,747.18	36,358.18
12/1/2034	31,651	0.500%	4,707.67	36,358.67

Bond Debt Service
City of Richwood
DWTRF
\$5,060,390
0.5% Interest Rate
40 Years from Closing Date

Period Ending	Principal	Coupon	Interest	Debt Service
3/1/2035	31,690	0.500%	4,668.11	36,358.11
6/1/2035	31,730	0.500%	4,628.49	36,358.49
9/1/2035	31,770	0.500%	4,588.83	36,358.83
12/1/2035	31,809	0.500%	4,549.12	36,358.12
3/1/2036	31,849	0.500%	4,509.36	36,358.36
6/1/2036	31,889	0.500%	4,469.55	36,358.55
9/1/2036	31,929	0.500%	4,429.68	36,358.68
12/1/2036	31,969	0.500%	4,389.77	36,358.77
3/1/2037	32,009	0.500%	4,349.81	36,358.81
6/1/2037	32,049	0.500%	4,309.80	36,358.80
9/1/2037	32,089	0.500%	4,269.74	36,358.74
12/1/2037	32,129	0.500%	4,229.63	36,358.63
3/1/2038	32,169	0.500%	4,189.47	36,358.47
6/1/2038	32,209	0.500%	4,149.26	36,358.26
9/1/2038	32,250	0.500%	4,108.99	36,358.99
12/1/2038	32,290	0.500%	4,068.68	36,358.68
3/1/2039	32,330	0.500%	4,028.32	36,358.32
6/1/2039	32,371	0.500%	3,987.91	36,358.91
9/1/2039	32,411	0.500%	3,947.44	36,358.44
12/1/2039	32,452	0.500%	3,906.93	36,358.93
3/1/2040	32,492	0.500%	3,866.36	36,358.36
6/1/2040	32,533	0.500%	3,825.75	36,358.75
9/1/2040	32,573	0.500%	3,785.08	36,358.08
12/1/2040	32,614	0.500%	3,744.37	36,358.37
3/1/2041	32,655	0.500%	3,703.60	36,358.60
6/1/2041	32,696	0.500%	3,662.78	36,358.78
9/1/2041	32,737	0.500%	3,621.91	36,358.91
12/1/2041	32,778	0.500%	3,580.99	36,358.99
3/1/2042	32,818	0.500%	3,540.02	36,358.02
6/1/2042	32,860	0.500%	3,498.99	36,358.99
9/1/2042	32,901	0.500%	3,457.92	36,358.92
12/1/2042	32,942	0.500%	3,416.79	36,358.79
3/1/2043	32,983	0.500%	3,375.62	36,358.62
6/1/2043	33,024	0.500%	3,334.39	36,358.39
9/1/2043	33,065	0.500%	3,293.11	36,358.11
12/1/2043	33,107	0.500%	3,251.78	36,358.78
3/1/2044	33,148	0.500%	3,210.39	36,358.39
6/1/2044	33,190	0.500%	3,168.96	36,358.96
9/1/2044	33,231	0.500%	3,127.47	36,358.47
12/1/2044	33,273	0.500%	3,085.93	36,358.93
3/1/2045	33,314	0.500%	3,044.34	36,358.34
6/1/2045	33,356	0.500%	3,002.70	36,358.70
9/1/2045	33,397	0.500%	2,961.00	36,358.00
12/1/2045	33,439	0.500%	2,919.26	36,358.26
3/1/2046	33,481	0.500%	2,877.46	36,358.46
6/1/2046	33,523	0.500%	2,835.61	36,358.61
9/1/2046	33,565	0.500%	2,793.70	36,358.70

Bond Debt Service

City of Richwood

DWTRF

\$5,060,390

0.5% Interest Rate

40 Years from Closing Date

Period Ending	Principal	Coupon	Interest	Debt Service
12/1/2046	33,607	0.500%	2,751.75	36,358.75
3/1/2047	33,649	0.500%	2,709.74	36,358.74
6/1/2047	33,691	0.500%	2,667.68	36,358.68
9/1/2047	33,733	0.500%	2,625.56	36,358.56
12/1/2047	33,775	0.500%	2,583.40	36,358.40
3/1/2048	33,817	0.500%	2,541.18	36,358.18
6/1/2048	33,860	0.500%	2,498.91	36,358.91
9/1/2048	33,902	0.500%	2,456.58	36,358.58
12/1/2048	33,944	0.500%	2,414.20	36,358.20
3/1/2049	33,987	0.500%	2,371.77	36,358.77
6/1/2049	34,029	0.500%	2,329.29	36,358.29
9/1/2049	34,072	0.500%	2,286.75	36,358.75
12/1/2049	34,114	0.500%	2,244.16	36,358.16
3/1/2050	34,157	0.500%	2,201.52	36,358.52
6/1/2050	34,200	0.500%	2,158.82	36,358.82
9/1/2050	34,242	0.500%	2,116.07	36,358.07
12/1/2050	34,285	0.500%	2,073.27	36,358.27
3/1/2051	34,328	0.500%	2,030.42	36,358.42
6/1/2051	34,371	0.500%	1,987.51	36,358.51
9/1/2051	34,414	0.500%	1,944.54	36,358.54
12/1/2051	34,457	0.500%	1,901.52	36,358.52
3/1/2052	34,500	0.500%	1,858.45	36,358.45
6/1/2052	34,543	0.500%	1,815.33	36,358.33
9/1/2052	34,586	0.500%	1,772.15	36,358.15
12/1/2052	34,630	0.500%	1,728.92	36,358.92
3/1/2053	34,673	0.500%	1,685.63	36,358.63
6/1/2053	34,716	0.500%	1,642.29	36,358.29
9/1/2053	34,760	0.500%	1,598.89	36,358.89
12/1/2053	34,803	0.500%	1,555.44	36,358.44
3/1/2054	34,847	0.500%	1,511.94	36,358.94
6/1/2054	34,890	0.500%	1,468.38	36,358.38
9/1/2054	34,934	0.500%	1,424.77	36,358.77
12/1/2054	34,977	0.500%	1,381.10	36,358.10
3/1/2055	35,021	0.500%	1,337.38	36,358.38
6/1/2055	35,065	0.500%	1,293.60	36,358.60
9/1/2055	35,109	0.500%	1,249.77	36,358.77
12/1/2055	35,153	0.500%	1,205.89	36,358.89
3/1/2056	35,197	0.500%	1,161.94	36,358.94
6/1/2056	35,241	0.500%	1,117.95	36,358.95
9/1/2056	35,285	0.500%	1,073.90	36,358.90
12/1/2056	35,329	0.500%	1,029.79	36,358.79
3/1/2057	35,373	0.500%	985.63	36,358.63
6/1/2057	35,417	0.500%	941.41	36,358.41
9/1/2057	35,461	0.500%	897.14	36,358.14
12/1/2057	35,506	0.500%	852.82	36,358.82
3/1/2058	35,550	0.500%	808.43	36,358.43
6/1/2058	35,595	0.500%	764.00	36,359.00

Bond Debt Service**City of Richwood****DWTRF****\$5,060,390****0.5% Interest Rate****40 Years from Closing Date**

Period Ending	Principal	Coupon	Interest	Debt Service
9/1/2058	35,639	0.500%	719.50	36,358.50
12/1/2058	35,684	0.500%	674.95	36,358.95
3/1/2059	35,728	0.500%	630.35	36,358.35
6/1/2059	35,773	0.500%	585.69	36,358.69
9/1/2059	35,818	0.500%	540.97	36,358.97
12/1/2059	35,862	0.500%	496.20	36,358.20
3/1/2060	35,907	0.500%	451.37	36,358.37
6/1/2060	35,952	0.500%	406.49	36,358.49
9/1/2060	35,997	0.500%	361.55	36,358.55
12/1/2060	36,042	0.500%	316.55	36,358.55
3/1/2061	36,087	0.500%	271.50	36,358.50
6/1/2061	36,132	0.500%	226.39	36,358.39
9/1/2061	36,177	0.500%	181.23	36,358.23
12/1/2061	36,222	0.500%	136.00	36,358.00
3/1/2062	36,268	0.500%	90.73	36,358.73
6/1/2062	36,313	0.500%	45.39	36,358.39
	5,060,390		502,467.34	5,562,857.34

(Form of)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto

the within Bond and does hereby irrevocably constitute and appoint
_____, Attorney to transfer the said Bond on the books
kept for registration of the within Bond of the said Issuer with full power of substitution in the premises.

Dated: _____, 20 ____.

In the presence of:

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF RICHWOOD
COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS,
SERIES 2022 B
(WEST VIRGINIA DWTRF PROGRAM/FORGIVABLE)

No. BR-1

\$1,500,000

KNOW ALL PERSONS BY THESE PRESENTS: The 16th day of June, 2022, that the CITY OF RICHWOOD, a municipal corporation and political subdivision of the State of West Virginia in Nicholas County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns the sum of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously forgiven, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference. The Series 2022 B Bonds are not subject to the Administrative Fee (as defined in the hereinafter described Bond Legislation).

This Bond shall bear no interest. The principal amounts advanced under the Series 2022 B Bonds will be deemed forgiven on the 30th day of June in the fiscal year in which advanced. The Series 2022 B Bonds shall be deemed no longer Outstanding after the last advance is forgiven.

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 Bureau for Public Health (the "BPH"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement (the "Loan Agreement") by and between the Issuer and the Authority on behalf of the BPH dated June 16, 2022.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of certain additions, betterments and improvements to the existing public combined waterworks and sewerage system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance hereof and related costs. The existing public combined waterworks and sewerage system of the Issuer, the Project, and any further additions, betterments or improvements thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13C and Chapter 8, Article 20 of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Ordinance duly enacted by the Issuer on June 2, 2022, and a Supplemental Resolution duly adopted by the Issuer on June 2, 2022 (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 FORGIVABLE AND HAS NO LIEN ON THE NET REVENUES OR GROSS REVENUES OF THE SYSTEM.

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.

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]

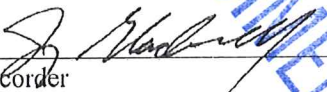
IN WITNESS WHEREOF, the CITY OF RICHWOOD has caused this Bond to be signed by its Mayor, and its corporate seal to be hereunto affixed and attested by its Recorder, and has caused this Bond to be dated the day and year first written above.

[SEAL]



Mayor

ATTEST:



Recorder

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2022 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: June 16, 2022.

UNITED BANK,
as Registrar


Authorized Officer

EXHIBIT A
RECORD OF ADVANCES

<u>AMOUNT</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>DATE</u>
(1) \$-0-	06/16/2022	(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 \$ _____

(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:

WEST VIRGINIA MUNICIPAL BOND COMMISSION

NEW ISSUE REPORT FORM

900 Pennsylvania Avenue, Suite 1117, Charleston, WV 25302

Phone: (304) 558-3971

FAX: (304) 558-1280

mbc.wv.gov

Date of Report: _____

6/16/2022

ISSUE: City of RichwoodCombined WW & SS RB, Series 2022 A (West Virginia DWTRF Program)ADDRESS: 6 White Avenue, Richwood, WV 26261COUNTY: NicholasPURPOSE OF ISSUE: ☒ New Money
☐ Refunding

Refunding issue(s) dated: _____

ISSUE DATE: June 16, 2022RATE: 0.05% ADMIN FEE _____ISSUE AMOUNT: \$ 5,060,390.001st DEBT SERVICE DUE: 6/1/20241st PRINCIPAL DUE: 6/1/20241st DEBT SERVICE AMOUNT: \$ 36,358.49PAYING AGENT: MBCBOND COUNSEL: Steptoe & Johnson PLLCUNDERWRITERS COUNSEL: Jackson Kelly PLLCContact Name: John StumpContact Name: Samme GeePhone: 304.353.8196Phone: 304.340.1318Email: john.stump@steptoe-johnson.comEmail: sgee@JacksonKelly.comCLOSING BANK: First Community Bank

ESCROW TRUSTEE: _____

Contact Name: Chris McKenzie

Contact Name: _____

Phone: 304.742.5101

Phone: _____

Email: _____

Email: _____

KNOWLEDGEABLE ISSUER CONTACT:

OTHER: WV BPHContact Name: Gary JohnsonContact Name: Stephanie HickersonTitle: MayorTitle: ManagerPhone: 304.846.2596Phone: 304.356.4292Email: garyjohnsonmayor@gmail.comEmail: stephanie.d.Hickerson@wv.gov

DEPOSITS TO MBC AT CLOSE: _____

Accrued Interest: _____

By: Wire _____

Capitalized Interest: _____

Check _____

Reserve Account: _____

In-house Transfer _____

Other: _____

REFUNDS & TRANSFERS BY MBC AT CLOSE:

To Escrow Trustee: _____

By: Wire _____

To Issuer: _____

Check _____

To Cons.Invest Fund: _____

IGT _____

To Other: _____

ISSUER NUMBERS:

BANK ID NUMBER: _____

CUSIP: _____

ACCOUNT NUMBER: _____

PROGRAM NUMBER: _____

NOTES: Series 2022 A Bonds Reserve Account will be funded over 10 years.

FOR MUNIICIPAL BOND COMMISSION USE ONLY:

Documents Required: _____

Transfers Required: _____

WEST VIRGINIA MUNICIPAL BOND COMMISSION**NEW ISSUE REPORT FORM**

900 Pennsylvania Avenue, Suite 1117, Charleston, WV 25302

Phone: (304) 558-3971

FAX: (304) 558-1280

mbc.wv.gov

Date of Report: _____

6/16/2022

ISSUE: City of Richwood Combined WW & SS RB, Series 2022 B (West Virginia DWTRF Program/Forgivable)ADDRESS: 6 White Avenue, Richwood, WV 26261COUNTY: NicholasPURPOSE OF ISSUE: x New Money
 Refunding

Refunding issue(s) dated: _____

ISSUE DATE: June 16, 2022RATE: forgivable ADMIN FEE: NAISSUE AMOUNT: \$ 1,500,000.001st DEBT SERVICE DUE: NA1st PRINCIPAL DUE: NA1st DEBT SERVICE AMOUNT: NAPAYING AGENT: MBCBOND COUNSEL: Steptoe & Johnson PLLCUNDERWRITERS COUNSEL: Jackson Kelly PLLCContact Name: John StumpContact Name: Samme GeePhone: 304.353.8196Phone: 304.340.1318Email: john.stump@steptoe-johnson.comEmail: sgee@JacksonKelly.comCLOSING BANK: First Community Bank

ESCROW TRUSTEE: _____

Contact Name: Chris McKenzie

Contact Name: _____

Phone: 304.742.5101

Phone: _____

Email: _____

Email: _____

KNOWLEDGEABLE ISSUER CONTACT:

OTHER: WV BPHContact Name: Gary JohnsonContact Name: Stephanie HickersonTitle: MayorTitle: ManagerPhone: 304.846.2596Phone: 304.356.4292Email: garyjohnsonmayor@gmail.comEmail: stephanie.d.Hickerson@wv.gov

DEPOSITS TO MBC AT CLOSE: _____

Accrued Interest: _____

By: Wire _____

Capitalized Interest: _____

Check _____

Reserve Account: _____

In-house Transfer _____

Other: _____

REFUNDS & TRANSFERS BY MBC AT CLOSE:

To Escrow Trustee: _____

By: Wire _____

To Issuer: _____

Check _____

To Cons.Invest Fund: _____

IGT _____

To Other: _____

ISSUER NUMBERS:

BANK ID NUMBER: _____

CUSIP: _____

ACCOUNT NUMBER: _____

PROGRAM NUMBER: _____

NOTES: Loan is forgivable. No accounts are established at the MBC

FOR MUNIICIPAL BOND COMMISSION USE ONLY:

Documents Required: _____

Transfers Required: _____

SWEEP RESOLUTION

WHEREAS, the City of Richwood (the "Issuer") is a governmental body and political subdivision of West Virginia;

WHEREAS, the Issuer has issued bonds, as more specifically set forth on Exhibit A, attached hereto and incorporated herein by reference (the "Bonds");

WHEREAS, the Issuer makes monthly debt service payments on the Bonds by check to the West Virginia Municipal Bond Commission (the "MBC") which in turn pays the owners of the Bonds and deposits funds in the reserve accounts;

WHEREAS, the MBC may accept such monthly payments by electronic funds transfer thereby eliminating delay in payments and lost checks;

WHEREAS, Pursuant to Chapter 13, Article 3, Section 5a, the MBC has established fees for its services (the "MBC Fee");

WHEREAS, the Issuer find and determines that it is in the best interest of the Issuer, its citizens and the owners of the Bonds that the monthly debt service and reserve fund payments be made by electronic transfer with the State Treasurer **sweeping** the Issuer's account.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

- 1) The monthly debt service payments on the Bonds, as set forth in Exhibit A, shall be made to the MBC by electronic transfer by the State Treasurer from the accounts set forth in Exhibit A in such form and at such directions as are provided by the MBC.
- 2) Mayor and City Clerk are hereby authorized to sign and execute all such documents as are necessary to facilitate the electronic transfer of the Bond debt service and reserve fund payments.
- 3) This resolution shall be effective immediately upon adoption.

Adopted this 2nd day of June, 2022.



Mayor



Recorder

CITY OF RICHWOOD

RESOLUTION ON OPEN GOVERNMENTAL PROCEEDINGS RULES

Pursuant to Chapter 6, Article 9A, Section 3 of the West Virginia Code, the Council of the City of Richwood does hereby adopt the following rules to make available, in advance, the date, time, place and agenda of all regularly scheduled meetings of the Council, and the date, time, place and purpose of all special meetings of the Council to the public and news media (except in the case of an emergency requiring immediate action) as follows:

Mayor 1. Regular Meetings. A notice shall be posted and maintained by the ~~Recorder~~ at the front door or bulletin board of the City Hall of the date, time and place fixed and entered of record by Council for the holding of regularly scheduled meetings. In addition, a copy of the agenda for each regularly scheduled meeting shall be posted at the same location by the Recorder not less than three (3) business days before such regular meeting is to be held. The agenda listing the matters requiring official action that may be addressed at the meeting may be amended up to two (2) business days prior to the meeting. If a particular regularly scheduled meeting is canceled or postponed, a notice of such cancellation or postponement shall be posted at the same location as soon as feasible after such cancellation or postponement has been determined.

Mayor 2. Special Meetings. A notice shall be posted by the ~~Recorder~~ at the front door or bulletin board of the City Hall not less than two (2) business days before a special meeting is to be held, stating the date, time, place and purpose for which such special meeting shall be held. If the special meeting is canceled, a notice of such cancellation shall be posted at the same location as soon as feasible after such cancellation has been determined.

These rules regarding notice of meetings shall replace any and all previous rules heretofore adopted by Council.

Adopted this 5th day of April, 2007

Bob Henry Babe
Mayor

ATTEST:

Myles C. Hill
Recorder

motion *Rose*
2nd *marphy*
6-0

City of Richwood
6 White Ave Avenue, Richwood, WV 26261



Oath of Office and Certificate
State of West Virginia,
Nicholas County
City of Richwood

Doc ID: 005566890001 Type: ORDER
Recorded: 07/08/2020 at 09:23:23 AM
Fee Amt: Page 1 of 1
Nicholas County Clerk
Robert Painter II County Clerk
BK 13 PG 604

I, Mary Johnson
Do solemnly swear that I will support the Constitution of The United States of
America, the Constitution of the State of West Virginia, and the Municipal
Charter of the City of Richwood and that I will discharge the duties of the
office of Mayor of the City of Richwood
to the best of my skill and judgement so long as I shall continue to act as such,
SO HELP ME GOD.

Print Name and Address

Mary Johnson

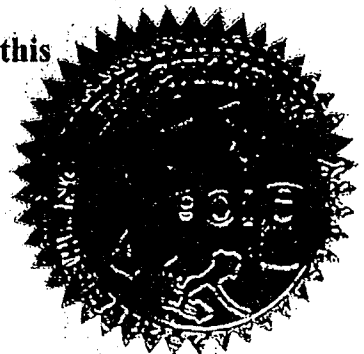
(signature of affiant)

STATE OF WEST VIRGINIA, Nicholas
County Commission Clerk's Office
07/08/2020. The foregoing Order together
with the certificate of its acknowledgment,
was this day presented in said office and
admitted to record.

Teste: [Signature] Clerk

Subscribed and sworn to before me, in said County and State, this

30th day of June, 2020
[Signature], Justice



City of Richwood
6 White Ave Avenue, Richwood, WV 26261



Oath of Office and Certificate
State of West Virginia,
Nicholas County
City of Richwood

Doc ID: 00556860001 Type: ORDER
Recorded: 07/08/2020 at 09:23:23 AM
Fee Amt: Page 1 of 1
Nicholas County Clerk
Robert Painter II County Clerk
BK 13 Pg 601

I, Jimmy Gladwell
Do solemnly swear that I will support the Constitution of The United States of
America, the Constitution of the State of West Virginia, and the Municipal
Charter of the City of Richwood and that I will discharge the duties of the
office of City Recorder of the City of Richwood
to the best of my skill and judgement so long as I shall continue to act as such,
SO HELP ME GOD.

Print Name and Address

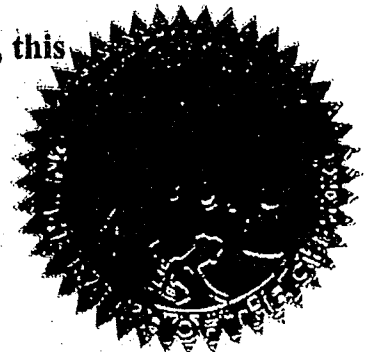
STATE OF WEST VIRGINIA Nicholas
County Commission Clerk's Office
07/08/2020. The foregoing Order together
with the certificate of its acknowledgment,
was this day presented in said office and
admitted to record.

Teste: [Signature] Clerk

[Signature]
(signature of affiant)

Subscribed and sworn to before me, in said County and State, this

30th day of June, 2020
[Signature] Justice



Doc ID: 00566850001 Type: ORDER
Recorded: 07/08/2020 at 09:22:45 AM
Fee Amt: Page 1 of 1
Nicholas County Clerk
Robert Painter, II County Clerk

BK 13

Pg 600

City of Richwood
6 White Ave Avenue, Richwood, wv 26261



Oath of Office and Certificate
State of West Virginia,
Nicholas County
City of Richwood

I, Chuck Jousieng
Do solemnly swear that I will support the Constitution of The United States of America, the Constitution of the State of West Virginia, and the Municipal Charter of the City of Richwood and that I will discharge the duties of the office of Ward I Council person
to the best of my skill and judgement so long as I shall continue to act as such,
SO HELP ME GOD.

Print Name and Address

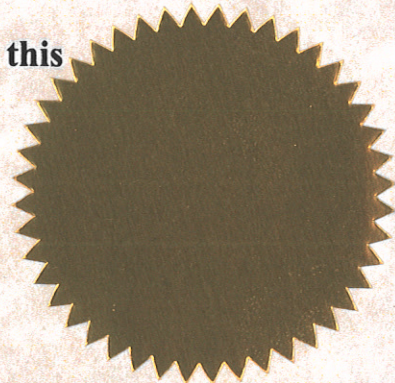
[Signature]
(signature of affiant)

STATE OF WEST VIRGINIA, Nicholas
County Commission Clerk's Office
07/08/2020. The foregoing Order together
with the certificate of its acknowledgment,
was this day presented in said office and
admitted to record.

Teste: [Signature] Clerk

Subscribed and sworn to before me, in said County and State, this

30th day of June, 2020
[Signature]



City of Richwood
6 White Ave Avenue, Richwood, wv 26261



**Oath of Office and Certificate
State of West Virginia,
Nicholas County
City of Richwood**

Doc ID: 005566900001 Type: ORDER
Recorded: 07/08/2020 at 09:23:23 AM
Fee Amt: Page 1 of 1
Nicholas County Clerk
Robert Palinter II County Clerk
BK 13 PG 605

I, Carla Williams
Do solemnly swear that I will support the Constitution of The United States of America, the Constitution of the State of West Virginia, and the Municipal Charter of the City of Richwood and that I will discharge the duties of the office of Ward III Councilperson to the best of my skill and judgement so long as I shall continue to act as such, SO HELP ME GOD.

Print Name and Address

Carla L. Williams

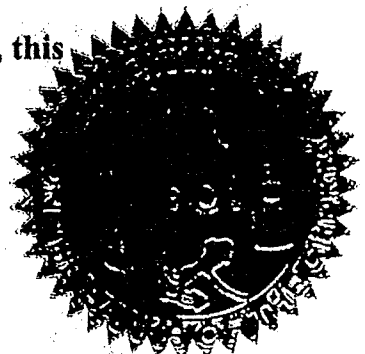
(signature of affiant)

STATE OF WEST VIRGINIA, Nicholas County Commission Clerk's Office
07/08/2020. The foregoing Order together with the certificate of its acknowledgment, was this day presented in said office and admitted to record.

Teste [Signature] Clerk

Subscribed and sworn to before me, in said County and State, this

30th day of June, 2020
[Signature], Justice





The City of
RICHWOOD
WEST VIRGINIA

Gary Johnson
Mayor

CITY OF RICHWOOD
6 White Ave
Richwood, West Virginia 26261
Telephone: (304) 846-2596 Fax: (304) 846-2580

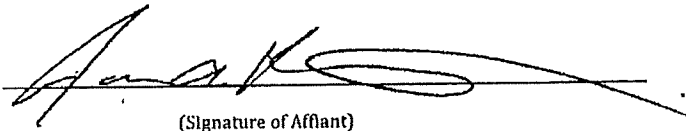
Jimmy Gladwell
Recorder

Oath of Office and Certificate
State of West Virginia,
Nicholas County
City of Richwood

I, **JAMES KARNES**, do solemnly swear that I will support the Constitution of the United State of America, the Constitution of the State of West Virginia, and the Municipal Charter of the City of Richwood and that I will discharge the dutites of the office of **CITY COUNCILMAN** to the best of my skill and judgement so long as I shall continue to act as such, SO HELP ME GOD.

(Print Name and Address)

James Karnes
53 Oakford Avenue
Richwood, WV 26261



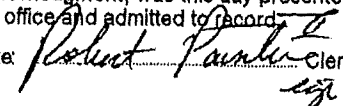
(Signature of Affiant)



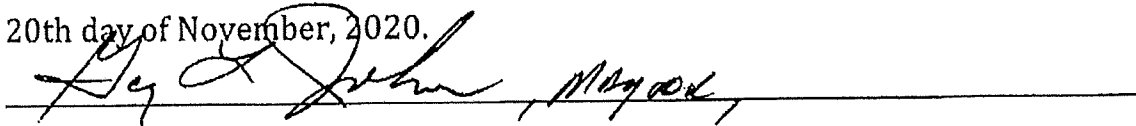
Doc ID: 005589640001 Type: MISC
Recorded: 11/24/2020 at 10:21:55 AM
Fee Amt: Page 1 of 1
Nicholas County Clerk
Robert Painter II County Clerk

BK **13** PG **676**

STATE OF WEST VIRGINIA Nicholas
County Commission Clerk's Office
11/24/2020. The foregoing Miscellaneous
together with the certificate of its
acknowledgment, was this day presented in
said office and admitted to record.

Teste:  Clerk
esj

Subscribed and sworn to before me, in said County and State, this
20th day of November, 2020.



Mayor

City of Richwood
6 White Ave Avenue, Richwood, WV 26261



Oath of Office and Certificate
State of West Virginia,
Nicholas County
City of Richwood

Doc ID: 00556880001 Type: ORDER
Recorded: 07/08/2020 at 09:23:23 AM
Fee Amt: Page 1 of 1
Nicholas County Clerk
Robert Painter II County Clerk
BK 13 PG 603

I, Diana Spencer
Do solemnly swear that I will support the Constitution of The United States of
America, the Constitution of the State of West Virginia, and the Municipal
Charter of the City of Richwood and that I will discharge the duties of the
office of Ward II Councilperson
to the best of my skill and judgement so long as I shall continue to act as such,
SO HELP ME GOD.

Print Name and Address

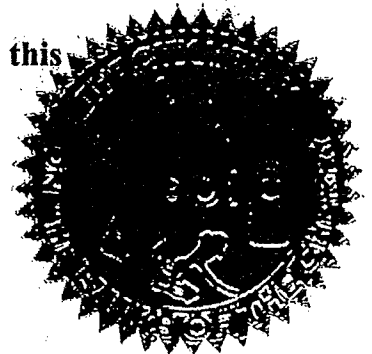
STATE OF WEST VIRGINIA, Nicholas
County Commission Clerk's Office
07/08/2020. The foregoing Order together
with the certificate of its acknowledgment,
was this day presented in said office and
admitted to record.

Teste: _____ Clerk

Diana L Spencer
(signature of affiant)

Subscribed and sworn to before me, in said County and State, this

30th day of June, 2020
[Signature], Justice





The City of
RICHWOOD
WEST VIRGINIA

Gary Johnson
Mayor

CITY OF RICHWOOD
6 White Ave
Richwood, West Virginia 26261
Telephone: (304) 846-2596 Fax: (304) 846-2580

Jimmy Gladwell
Recorder

**Oath of Office and Certificate
State of West Virginia,
Nicholas County
City of Richwood**

I, **ROBIN BROWN**, do solemnly swear that I will support the Constitution of the United State of America, the Constitution of the State of West Virginia, and the Municipal Charter of the City of Richwood and that I will discharge the duties of the office of **CITY COUNCILPERSON** to the best of my skill and judgment so long as I shall continue to act as such, SO HELP ME GOD.

(Print Name and Address)

Robin Brown
15 Dyer Avenue
Richwood, WV 26261

(Signature of Affiant)

Subscribed and sworn to before me, in said County and State, this

30 day of June, 2020.



The City of
RICHWOOD
WEST VIRGINIA

Gary Johnson
Mayor

CITY OF RICHWOOD
6 White Ave
Richwood, West Virginia 26261
Telephone: (304) 846-2596 Fax: (304) 846-2580

Jimmy Gladwell
Recorder

**Oath of Office and Certificate
State of West Virginia,
Nicholas County
City of Richwood**

I, **VIRGINIA C. MCKENZIE**, do solemnly swear that I will support the Constitution of the United State of America, the Constitution of the State of West Virginia, and the Municipal Charter of the City of Richwood and that I will discharge the duties of the office of **CITY COUNCILPERSON** to the best of my skill and judgment so long as I shall continue to act as such, SO HELP ME GOD.

(Print Name and Address)

Virginia C. McKenzie
10 Cherry Street
Richwood, WV 26261

(Signature of Affiant)

Subscribed and sworn to before me, in said County and State, this the 7th day of April 2022.

City of Richwood
6 White Ave Avenue, Richwood, WV 26261



Oath of Office and Certificate
State of West Virginia,
Nicholas County
City of Richwood



I, Sharon Chapman
Do solemnly swear that I will support the Constitution of The United States of America, the Constitution of the State of West Virginia, and the Municipal Charter of the City of Richwood and that I will discharge the duties of the office of Ward IV Councilperson to the best of my skill and judgement so long as I shall continue to act as such, SO HELP ME GOD.

Print Name and Address

Sharon Chapman
(signature of affiant)

STATE OF WEST VIRGINIA, Nicholas County Commission Clerk's Office
07/08/2020. The foregoing Order together with the certificate of its acknowledgment, was this day presented in said office and admitted to record.

Teste: [Signature] Clerk

Subscribed and sworn to before me, in said County and State, this

30th day of June, 2020
[Signature], Justice



**AN ORDINANCE ESTABLISHING AND FIXING RATES,
FEES AND CHARGES OF THE MUNICIPAL WATER SYSTEM
OF THE CITY OF RICHWOOD, WEST VIRGINIA**

WHEREAS, in October, 2018, the Richwood City Council adopted a two-step water rate increase, with Step 1 going into effect 45 days after adoption, and Step 2 scheduled to go into effect upon substantial completion of the Hinkle Mountain Water project ("Hinkle Mountain Project");

WHEREAS, the 2018 Step 2 rates have not been implemented due to delays on the Hinkle Mountain Project;

WHEREAS, the Public Service Commission of West Virginia ("PSC") dismissed a 2018 application for a certificate of convenience and necessity for the Hinkle Mountain Project due to the City's inability to submit binding commitment letters from funding agencies for that project;

WHEREAS, the Hinkle Mountain Project is needed to make numerous improvements at the existing water treatment plant, renovate an existing 500,000 gallon water storage tank known as the Lynn Street Tank, replace a portion of the distribution system along Little Laurel Road and Lynn Street to reduce line loss, replace all existing 5/8" water meters, and extend water service to the Little Laurel and Hinkle Mountain areas;

WHEREAS, the Hinkle Mountain Project is estimated to cost \$9,091,081, and has obtained the following binding commitments of funds for that project: (a) \$850,000 in grants from the Nicholas County Commission; (b) a \$1,500,000 grant from the Small Cities Block Grant program; (c) \$1,000,000 in grants from the West Virginia Infrastructure and Jobs Development Council ("IJDC"); (d) a \$200,000 grant from the U.S. Army Corps of Engineers; (e) a \$1,000,000 principal forgiveness loan from the Bureau for Public Health's Drinking Water Treatment Revolving Fund ("DWTRF"); and (f) a \$4,541,081 DWTRF loan payable over 40 years at 0.5% interest with no administrative fee;

WHEREAS, the City's raw water intake impound structure on the North Fork of the Cherry River was constructed in the early 1900s, is in poor condition, and needs to be replaced;

WHEREAS, replacing the impound structure is not within the scope of the Hinkle Mountain Project;

WHEREAS, an engineering firm retained by the City has estimated the cost of a project to replace the impoundment structure ("Impoundment Project") is \$2 million;

WHEREAS, the IJDC has recommended that the City receive a funding package for the Impoundment Project consisting of \$1.5 million in grant funding and a \$500,000 loan from the DWTRF payable over 40 years at 0.5% interest and subject to a 0.25% administrative fee;

WHEREAS, an application to the PSC for a certificate of convenience and necessity for the Hinkle Mountain Project was filed on September 29, 2021;

WHEREAS, the City expects to file a certificate application to the PSC for the Impoundment Project in November, 2021;

WHEREAS, the construction period for the Impoundment Project is shorter than the construction period for the Hinkle Mountain Project, consequently the Impoundment Project is likely to be completed first;

WHEREAS, due to increases in the cost of the Hinkle Mountain Project, the 2018 Step 2 rates are no longer sufficient to support the cost of operating the water system upon completion of that project;

WHEREAS, the 2018 Step 2 rates are believed to be sufficient to support the cost of operating the water system upon substantial completion of the Impoundment Project;

WHEREAS, the City needs to obtain rates sufficient to pay the cost of operation of its water system including debt service expense after completion of the Projects;

WHEREAS, due to the extra expense associated with extending water service to the Hinkle Mountain and Little Laurel areas, it is equitable to charge new customers to be served by the extensions a higher rate than is charged to existing customers;

WHEREAS, the City's Water System personnel perform numerous incidental services for customers, and the City's tariff should fairly reflect the cost to the City to perform such services;

WHEREAS, the City Water Board's accountant has prepared a new two-step water rate increase in which the first step, which is identical to Step 2 adopted in 2018, would go into effect upon substantial completion of the Impoundment Project, and the second step to go into effect upon substantial completion of the Hinkle Mountain Project;

WHEREAS, the new Step 2 rates includes higher charges to new customers to be served by the extensions;

WHEREAS, the accountant's new Step 1 rates are less than those charged by 101 other water utilities in West Virginia for households using the statewide average of 3,400 gallons per month, and the Step 2 rates to existing customers are less than those charged by 43 other water utilities in the State based upon the same volume, and the Step 2 rates to new customers are less than those charged by nine other water utilities in the State based upon the same volume;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RICHWOOD HEREBY ORDAINS: that the following rates, fees and charges for Water service provided by the City of Richwood to its customers throughout its territory served, are hereby fixed and determined as rates, fees and charges to be charged in lieu of those rates, fees and charges contained in its Water tariff, P.S.C. W.Va. No. 12, currently on file with the PSC:

SECTION 1. SCHEDULE OF STEP 1 RATES

APPLICABILITY

Available within the entire area served upon substantial completion of the Impoundment Project.

AVAILABILITY OF SERVICE

Available to general domestic, commercial, industrial and sale for resale water service.

RATES (Customers with a metered water supply)

		<u>RESIDENTIAL</u>	<u>COMMERCIAL</u>	<u>INDUSTRIAL</u>
First	2,000 gallons	\$15.12	\$16.25	\$17.01 per 1,000 gallons
Next	3,000 gallons	\$10.88	\$11.80	\$13.44 per 1,000 gallons
Next	5,000 gallons	\$8.48	\$8.98	\$10.17 per 1,000 gallons
Next	20,000 gallons	\$7.55	\$8.25	\$8.48 per 1,000 gallons
Next	50,000 gallons	\$7.09	\$7.09	\$7.32 per 1,000 gallons
Next	80,000 gallons	\$5.67	\$5.88	\$6.17 per 1,000 gallons
All over	160,000 gallons	\$4.33	\$4.71	\$5.08 per 1,000 gallons

MINIMUM CHARGE

5/8	inch meter – Residential	\$ 30.24
5/8	inch meter – Commercial	\$ 32.50
5/8	inch meter – Industrial	\$ 34.02
3/4	inch meter	\$ 45.36
1	inch meter	\$ 75.60
1-1/4	inch meter	\$ 110.38
1-1/2	inch meter	\$ 151.20
2	inch meter	\$ 241.92
3	inch meter	\$ 483.84
4	inch meter	\$ 756.00
6	inch meter	\$1,512.00

PUBLIC FIRE PROTECTION

Each public fire hydrant in service shall be assessed a monthly fee of \$11.53.

PRIVATE FIRE PROTECTION

Each private fire hydrant in service shall be assessed a monthly fee of \$16.89.

Where connections, hydrants, sprinklers, and other devices on private property are maintained by the customer, and are not metered, the following monthly fees shall apply:

2	inch service line	\$ 20.71
3	inch service line	\$ 46.63
4	inch service line	\$ 82.85

6	inch service line	\$ 187.51
8	inch service line	\$ 331.36
10	inch service line	\$ 517.75
12	inch service line	\$ 745.07

SECTION 2. SCHEDULE OF STEP 2 RATES

APPLICABILITY

Available within the entire area served upon substantial completion of the Hinkle Mountain water project.

AVAILABILITY OF SERVICE

Available to general domestic, commercial, industrial and sale for resale water service.

RATES (Customers with a metered water supply)

		RESIDENTIAL	COMMERCIAL	INDUSTRIAL	HINKLE MT/LAUREL CK.
First	2,000	\$18.60	\$19.99	\$20.92	\$22.32 per 1,000 gallons
Next	3,000	\$12.52	\$14.51	\$16.53	\$15.02 per 1,000 gallons
Next	5,000	\$10.43	\$11.05	\$12.51	\$12.52 per 1,000 gallons
Next	20,000	\$9.29	\$10.15	\$10.43	\$11.15 per 1,000 gallons
Next	50,000	\$8.72	\$8.72	\$9.00	\$10.46 per 1,000 gallons
Next	80,000	\$6.97	\$7.23	\$7.59	\$8.36 per 1,000 gallons
All over	160,000	\$5.33	\$5.79	\$6.25	\$6.40 per 1,000 gallons

MINIMUM CHARGE

5/8	inch meter - Residential	\$ 37.20
5/8	inch meter - Commercial	\$ 39.98
5/8	inch meter - Industrial	\$ 41.84
5/8	inch meter - New	\$ 44.64
3/4	inch meter	\$ 55.80
1	inch meter	\$ 93.00
1-1/4	inch meter	\$ 135.78
1-1/2	inch meter	\$ 186.00
2	inch meter	\$ 297.60
3	inch meter	\$ 595.20
4	inch meter	\$ 930.00
6	inch meter	\$1,860.00

PUBLIC FIRE PROTECTION

Each public fire hydrant in service shall be assessed a monthly fee of \$13.15.

PRIVATE FIRE PROTECTION

Each private fire hydrant in service shall be assessed a monthly fee of \$22.54

Where connections, hydrants, sprinklers, and other devices on private property are maintained by the customer, and are not metered, the following monthly fees shall apply:

2	inch service line	\$ 23.61
3	inch service line	\$ 53.17
4	inch service line	\$ 94.47
6	inch service line	\$ 213.87
8	inch service line	\$ 377.95
10	inch service line	\$ 540.55
12	inch service line	\$ 849.83

SECTION 3. INCIDENTAL CHARGES

APPLICABILITY

Applicable within the entire area served at all times to general domestic, commercial, industrial and sale for resale water service.

CONNECTION FEE

A service connection charge of \$500.00 or the actual cost of the service connection, as determined by the Richwood Water Department, shall be paid for all new service connections. A fee of \$150.00 shall be charged to the Customer and/or the property owner for any property that has a tap installed to the water system that is not performed by the water department or its contractor. For connections during a certificate Project, the connection fee is \$100.00. Commercial and/or industrial connections shall be charged the actual cost of the project to install the tap for service. No connection is to be made until this fee is paid. The Water Department may have its contractor install all taps.

RECONNECTION FEE

\$25.00

To be charged whenever the supply of water is turned off for violation of rules non-payment of bills or fraudulent use of water. In the event that the customer requests reconnection after the normal business hours of the Water Department and the Water Department is able to perform the reconnection as requested, the customer shall be charged an afterhours reconnection fee of \$50.00 in addition to all other reconnection charges. Customer's reconnection of service may be denied if a home shut off valve is not installed on the customer's side of the line. Water will not be restored to the property until proof is provided that a home shut off valve has been installed.

FEE FOR RE-INSTALLATION OF REMOVED METER

If a water meter is removed by the Water Department to prevent a customer from illegally obtaining water after the customer's service has been disconnected for nonpayment, the customer shall pay a meter re-installation fee of \$100.00 before the meter is re-installed and water service is reinstated. This fee is in addition to any reconnection fees. Customers reconnection of service

may be denied if a home shut off valve is not installed on the customers side of the line. Water will not be restored to the property until proof is provided that a home shut off valve has been installed.

SEASONAL DISCONNECTION OR RECONNECTION FEE

For all seasonal customers requesting a turn on/off of service, a \$30.00 service fee shall be added for each turn on and off. Customer reconnection of service may be denied if a home shut off valve is not installed on the customer side of the line. Water will not be restored to the property until proof is provided that a home shut off valve has been installed.

EMERGENCY DISCONNECTION OF SERVICE

Any customer who calls to request an emergency disconnection of service shall be charged a fee of \$50.00, Customer reconnection of service may be denied if a home shut off valve is not installed on the customer side of the line. Water will not be restored to the property until proof is provided that a home shut off valve has been installed.

METER RE-READING FEE

The customer may request that the Water Department re-read the customer's water meter if the customer does not believe the meter reading was accurately performed. The customer may request a re-read of his/her meter every twelve months at no charge to the customer. If the customer requests additional readings within any twelve (12) month period, and the reading or readings determine that the initial reading was accurate, the customer shall be charged \$25.00 for each additional reading. The customer shall not be charged if the initial reading was inaccurate.

INSPECTION FEE

All work that is required by this Tariff, City Code, State Code, Ordinance, or another lawful decree to be inspected shall be charged a fee for the inspection of work done. See fees below.

A fee of \$25.00 shall be charged to the customer for inspection that a home shut off valve was installed on the property before any new and/or existing service may be turned on or service returned.

The customer may request that the Water Department inspect the customer's line for leaks, if the customer believes that he/she is entitled to a leak adjustment. The customer may request a line inspection every twelve months at no charge to the customer. If the customer requests additional inspections within any twelve (12) month period, the customer shall be charged \$25.00 for each additional inspection.

RETURNED CHECK CHARGE

A service charge equal to the actual bank fee assessed to the water utility up to a maximum of \$25.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds. No such charge shall be assessed if the customer has paid a sewer returned check charge for the same check.

DELAYED PAYMENT PENALTY

The above schedule is net. On all amounts not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

CUSTOMER DEPOSIT

When a new customer applies for water service, the customer must pay a deposit of \$50.00, which amount will be returned to the customer, except tenants, after the customer pays his/her water bills on time for twelve consecutive months. In the event that the customer terminates service, or the Water Department terminates service for nonpayment, any deposit held by the Water Department shall be applied to any outstanding amount owed by the customer.

COLLECTION FEE

In the event that the Water Department employs a collection agency to collect an overdue water bill, the customer shall be charged the amount billed by collection agency for its service.

LEAK ADJUSTMENT

\$1.22 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate shall be applied to all such unusual consumption above customer's historical average usage.

SECTION 4. SEPARABILITY: REPEAL OF CONFLICTING ORDINANCES

The provisions of this Ordinance are separable, and if any clause, provision or section hereof be held void or unenforceable by any court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance. Upon the effective date of the fees, rates and charges as herein set forth, all ordinance, resolutions, orders or part thereof in conflict with the provisions of this Ordinance are, to the extent that the provisions of this Ordinance do not touch upon the provisions of prior ordinances, resolutions, order or parts thereof, the same shall remain in full force and effect.

SECTION 5. STATUTORY NOTICE AND PUBLIC HEARING

Upon second reading hereof, counsel for the Water Board shall publish Notice of a public hearing on this Ordinance in The Nicholas Chronicle, being a newspaper published and of general circulation in Nicholas County, West Virginia. Said Notice shall be published as a Class I publication with the first publication occurring at least ten (10) days prior to the date set before the meeting of the City Council at which a public hearing, a final reading and a vote on the ordinance will be held. Said notice shall state that this Ordinance has been introduced, and that any person interested may appear before Council on the 4th day of November, 2021 at 6:00 p.m., and present protests, if any. At such hearing all objections and suggestions shall be heard and the Council shall take such action as it shall deem proper on the premises.

Further, said Notice shall advise the public that a copy of this ordinance is available for public inspection.

First Reading: October 7, 2021, 6:00 p.m.

Second Reading: October 21, 2021, 6:00 p.m.

Third Reading: November 4, 2021, 6:00 p.m.

THOSE FAVORING FURTHER CONSIDERATION AT FIRST READING:

<u>Chuck Toussing</u>	<u>Diana Spencer</u>
<u>James Kernes</u>	<u>Michael Moore</u>
<u>Sherry Chapman</u>	<u>Robin Brown</u>

THOSE OPPOSING FURTHER CONSIDERATION AT FIRST READING:

<u>None</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

THOSE FAVORING FURTHER CONSIDERATION AT SECOND READING:

<u>Chuck Toussing</u>	<u>Jordan Peitz</u>
<u>James Kernes</u>	<u>Carla Williams</u>
<u>Diana Spencer</u>	<u></u>

THOSE OPPOSING FURTHER CONSIDERATION AT SECOND READING:

None

THOSE FAVORING ADOPTION AT THIRD READING:

<u>James Karnes</u>	<u>Michael Moore</u>
<u>Jourdon Deltz</u>	<u>Diminn Spencer</u>
<u>Robin Brown</u>	<u>Carla Williams</u>
<u>Sherry Chapman</u>	

THOSE OPPOSING ADOPTION AT THIRD READING:

None

PASSED FAILED

November 5, 2021

Gary Johnson
GARY JOHNSON, MAYOR

Jimmy Gladwell
JIMMY GLADWELL, RECORDER

The Nicholas Chronicle

a division of Nicholas County Publishing Company Inc.

I, Raymond W. Corbin, News Editor of The Nicholas Chronicle, a weekly newspaper published at Summersville in the County of Nicholas, and the State of West Virginia, do certify that the hereto attached Legal Advertisement for Bowles Rice LLP, 600 Quarrier Street, Charleston WV 25301; NOTICE | CITY OF RICHWOOD | Notice is hereby given that the City of Richwood will hold a hearing before the final vote on a proposed ordinance, the principal object of which is to increase water rates. (November 4, 2021 at 6:00 p.m.) appeared in said newspaper for 1 week(s), beginning on the 21-Oct-2021 and concluding on the 21-Oct-2021.

Given under my hand this 21-Oct-2021.

By Raymond W. Corbin, News Editor

Fee for publication:

152 words @12¢ per word, \$18.24 for the first publication; 75 percent of first publication (\$- 0) for all subsequent publications; for a total cost of \$18.24 .

The foregoing instrument was acknowledged before me this 21-Oct-2021.



Matthew R. Yeager

Notary Public

My commission expires July 7, 2023.

Legal Notices

NOTICE CITY OF RICHWOOD

Notice is hereby given that the City of Richwood will hold a hearing before the final vote on a proposed ordinance, the principal object of which is to increase water rates. The title of such ordinance is "An Ordinance Establishing Rates, Fees, And Charges of the Municipal Water System of the City of Richwood, West Virginia". The final vote on

adoption of said proposed ordinance shall be held in the City Hall of Richwood, 6 White Ave., Richwood, West Virginia on November 4, 2021 at 6:00 p.m. Interested parties may appear and be heard at such time with respect to the passage of the proposed ordinance. Copies of the proposed ordinance are available at the Richwood City Hall.

10/21/21

The Nicholas Chronicle

a division of Nicholas County Publishing Company Inc.

I, Raymond W. Corbin, News Editor of The Nicholas Chronicle, a weekly newspaper published at Summersville in the County of Nicholas, and the State of West Virginia, do certify that the hereto attached Legal Advertisement for Bowles Rice LLP, 600 Quarrier Street, Charleston WV 25301;

NOTICE is hereby given that the City of Richwood, a public utility, has adopted by ordinance on November 4, 2021 a tariff containing increased rates, tolls and charges for furnishing water service to approximately 959 customers at Richwood, West Virginia in the County of Nicholas, West Virginia. appeared in said newspaper for 2 week(s), beginning on the 11-Nov-2021 and concluding on the 18-Nov-2021.

Given under my hand this 18-Nov-2021.

By Raymond W. Corbin, News Editor

Fee for publication:

925 words @12¢ per word, \$111.00 for the first publication; 75 percent of first publication (\$83.25) for all subsequent publications; for a total cost of \$194.25.

The foregoing instrument was acknowledged before me this 18-Nov-2021.



Matthew R. Yeager

Notary Public

My commission expires July 7, 2023.

NOTICE

NOTICE is hereby given that the City of Richwood, a public utility, has adopted by ordinance on November 4, 2021 a tariff containing increased rates, tolls and charges for furnishing water service to approximately 959 customers at Richwood, West Virginia in the County of Nicholas, West Virginia.

The first step of the two step proposed increase in rates and charges will become effective upon substantial completion of the City's raw water intake project unless otherwise ordered by the Public Service Commission and will produce approximately \$75,797 annually in additional revenue, an increase of 13.9%. The average monthly bill for the various classes of customers will be changed compared to current rates in effect as follows:

	(\$ INCREASE	INCREASE (%)
Residential	4.62	14
Commercial	9.45	14
Industrial	34.56	14
Public Authority	57.17	14
Resale	1486.71	14

The second step of the two step proposed increase in rates and charges will become effective upon substantial completion of the City's Hinkle Mountain water project unless otherwise ordered by the Public Service Commission and will produce approximately \$244,506 annually in additional revenue, an increase of 39.6% over the revenue expected to be generated by the Step 1 rates. The average monthly bill for the various classes of customers will be changed as compared to the Step 1 rates as follows:

	(\$ INCREASE	INCREASE (%)
Residential	64.23	23
Commercial	109.68	23
Industrial	64.92	23
Public Authority	120.16	23
Resale	928.10	23

The City of Richwood provides sale for resale water service to the Fenwick Mountain Public Service District.

The increases shown are based on the average usage of all customers in the indicated class. Individual customers may receive increases that are greater or less than average. The Public Service Commission shall only review the increased rates for possible modification (increases or decreases) upon the filing of a petition within thirty (30) days of the adoption of the ordinance changing said rates or charges, by a customer aggrieved by the changed rates or charges who presents to the Commission a petition signed by not less than twenty-five percent of the customers served by such municipally operated public utility.

All petitions should be addressed to the Executive Secretary, Public Service Commission of West Virginia, 201 Brooks Street, P.O. Box 812, Charleston, West Virginia 25323.

A complete copy of the proposed rates, as well as a representative of the utility to provide any information requested concerning it, is available to all customers, prospective customers, or their agents at the following office:

Jimmy Gladwell, City Recorder
6 White Avenue
Richwood, WV 26261

A copy of the proposed rates is available for inspection at the office of the Executive Secretary of the Public Service Commission at 201 Brooks Street, P.O. Box 812, Charleston, West Virginia 25323.

11/11 11/18 21

**City of Richwood
Council Minutes
Meeting Type: Regular**



**6 White Avenue Richwood, WV 26261
Phone: (304) 846-2596 – Fax: (304) 846-2580
RichwoodWV.gov**

October 7, 2021, 6:00 pm

Gladwell Mayor, Gary Johnson Recorder, Jimmy

Ward 1: Chuck Toussening	Michael Moore
Ward 11: James Karnes	Diana Spencer
Ward 111; Jourdan Deitz	Carla Williams
Ward 1V: Robin Brown	Sherry Chapman

Members in attendance: Chuck Toussieng, James Karnes, Sherry Chapman, Diana Spencer, Michael Moore, Robin Brown, Jimmy Gladwell, and Mayor Johnson.

- I.) Call to order and Welcome. Establish a Quorum. Mayor Johnson called the meeting to order at 6:00 pm.**

Review and approve the agenda or amend this agenda. Robin Brown made the motion to approve the agenda as amended and with a second from Sherry Chapman, all members present voted for the motion.

- II.) Review and approve the prior minutes of September 16, 2021. Robin Brown made the motion to approve the minutes and with a second from Sherry Chapman, all members present voted for the motion.**

- III.) Finance Committee Report; Jimmy Gladwell gave the council the report from the finance committee meeting. Mayor Johnson asked the council to approve the recommendations from the finance committee to include payment for the invoices presented at the meeting. Michael Moore made the motion to approve the financial report and the committee recommendations to the council. Diana**

Spencer provided a second and all council members present voted in favor of the motion.

The next meeting of the finance committee will be on October 21, at 5 pm.

- IV.) Ordinance Committee; The ordinance will meet with a date later to be set.**
- V.) Police Committee: Mayor Johnson gave the report from the police committee meeting held on October 4th. The next meeting of the police committee will be on November 1, at 5 pm.**
- VI.) Park Board: The next meeting of the Park Board will be on October 12, 2021, at 5 pm.**
- VII.) Nuisance Committee: The Nuisance Committee did not meet. The next meeting of the Nuisance will be November 2, at 4:30.**
- VIII.) Building Commission Meeting: The next meeting will be on October 14, 2021, at 4:30 pm.**
- IX.) Airport Authority Meeting: The next meeting of the authority will be on October 12, 2021, at 6 pm.**
- X.) Water Board Meeting: The next Water Board meeting will be October 21 at 5:pm**
- XI.) Old Business**
 - a.) Raw Water Intake project: Mayor Johnson reported that this project is getting close to construction.**
 - b.) Closeout with FEMA on the 2015 damage from a previous water issue to W. Walnut. (PW- 67) Mayor Johnson told the council all documents have been mailed for the closeout of PW 67.**
 - c.) Exit interview with the State Auditor: Mayor Johnson told the council the city audit is completed and an exit interview with the auditor will be scheduled.**
 - d.) Fundraiser for the City Sidewalk grant. Mayor Johnson told the council that the sidewalk fundraiser looks to have picked up a lot of interest.**
- XII.) New Business.**
 - a. An Ordinance authorizing the design and other pre-construction activities related to the acquisition and construction of certain improvements and**

extensions to the waterworks portion of the existing combined waterworks and sewerage system of the City of Richwood and the financing and cost thereof, not otherwise provided, through the acceptance by the City of funding assistance in the aggregate principle amount of \$313,000 through the West Virginia DWTRF Program; authorizing execution and delivery of all documents relating to acceptance of such funding; approving, ratifying and confirming the funding assistance agreement relating to such funding assistance, 1st Reading. Robin Brown made the motion to accept the Ordinance as the first reading. Sherry Chapman seconded the motion and all members present voted for the motion

- b. An Ordinance Establishing and Fixing Rates, Fees, and Charges of the Municipal Water System, 1st Reading. James Karnes made the motion to accept this as the 1st reading of the Ordinance establishing rates. Robin Brown seconded the motion and all members present voted for the motion.
- c. Hinkle Mountain Water Extension Project-Resolution #48. Cassandra Lawson from Region 4 came before the council to ask for payment of \$6,154.90 payable to Thomas/Litton for engineering work on the Hinkle Mountain Water Extension. This money will be a drawdown from the CDBG. Chuck Toussieng made the motion to approve the payment. Robin Brown seconded the motion and all members present voted for the motion.
- d. Trick-or-Treat and Truck-or Treat, Saturday, October 30, 2021, 6-8 pm. Mayor Johnson announced that trick or treat will be on this date.

XIII.) Mayor's Report.

- a. Thanked all of those that continue to help make Richwood a better place to live.
- b. Reported that the city pool grant was approved.
- c. Gave an update on the work being done at the Armory.
- d. Reported on the proposed walking trail located at the RHS site. Mayor Johnson voiced concerns about the walking trail being changed from the original proposal. Bob Johnson was in attendance and has been involved in the walking trail since its inception. Bob Johnson reported on the original design and the new proposed changes of the walking trail. Mayor Johnson asked Robin Brown and Amy Dinaldo along with Bob Johnson to attend the next meeting concerning the walking trail.
- e. Mayor Johnson announced that the Nicholas County Commission helped fund improvements to one of the donated buildings on Main Street.

XIV.) Council Concerns/Comments: There were none.

XV.) Executive Session; Mayor Johnson asked for a motion to enter into executive session to discuss a financial matter. Robin Brown made the motion to enter into executive session at 6:40 pm and with a second from Diana Spencer, all members present voted for the motion. Robin Brown made the motion to return to regular session at 6:42 and with a second from Chuck Toussieng, the council entered into regular session. Robin Brown made the motion to approve payment concerning an insurance claim. Sherry Chapman seconded the motion and all members present voted for the motion.

XVI.) Public Comments: There were none

XVII.) Community Events/Announcements:

- a.) Leaf Peepers Cruise, 11:00 am-4 pm, Saturday, October 9, 2021**
- b.) MT. Color Art Show, upstairs city hall, October 3-9,2021.**
- c.) Richwood Art Walk, Main Street, 10 am-4 pm, Saturday, October 9, 2021**
- d.) Columbus Day, Monday, City Hall will be closed.**

XVIII.) Adjournment: Diana Spencer made the motion to adjourn at 6:49 pm and with a second from Chuck Toussieng the meeting adjourned.

Presiding Official

**City of Richwood
Council Minutes
Meeting Type: Regular**



**6 White Avenue Richwood, WV 26261
Phone: (304) 846-2596 – Fax: (304) 846-2580
RichwoodWV.gov**

October 21, 2021, 6:00 pm

Mayor - Gary Johnson

Recorder - Jimmy Gladwell

**Ward I: Chuck Toussening
Ward II: James Karnes
Ward III: Jourdan Deitz
Ward IV: Robin Brown**

**Michael Moore
Diana Spencer
Carla Williams
Sherry Chapman**

**Members in attendance: Chuck Toussieng, James Karnes, Diana
Spencer, Jordan Deitz, Carla Williams, and Jimmy Gladwell**

- I.) Call to order and Welcome. Establish a Quorum. Recorder, Jimmy Gladwell called the meeting to order at 6:04 pm in absence of Mayor Johnson.**
- II.) Review and approve the agenda or amend this agenda. Chuck Toussieng made the motion to approve the agenda as presented and with a second from Jordan Deitz, all members present voted for the motion.**
- III.) Review and approve the prior minutes of October 7, 2021. Carla Williams made the motion to approve the minutes and with a second from James Karnes, all members present voted for the motion.**
- IV.) Finance Committee Report: Jimmy Gladwell gave the council the report from the finance committee meeting. Recorder Gladwell**

asked the council to approve the recommendations from the finance committee to include payment for the following invoices: Payroll \$ 19,250.00, 941 Taxes \$5,951.95, Brenntag Mid- South, Inc. \$2797.82, Quill Corporation, \$ 69.96, Country hardware \$617.18, Adkins Auto \$2,307.64, Crest Supply \$63.41, HACH Company \$80.35, Miss Utility of WV \$44.95, Nichola County Landfill \$7,155.77, Departmental of Environmental Protection \$275.00, Mullins Trucking \$1,014.91, Pace Analytical \$66.06, National Road Utility Supply Company \$2,389.60, Reliance Standard Life Insurance \$327.80, Par Mar Oil Company \$1,462.92, Silicon Holler 140.00. Carla Williams made the motion to approve the financial report and the committee recommendations to the council. James Karnes provided a second and all council members present voted in favor of the motion.

The next meeting of the finance committee will be on November 3, at 5 pm.

- V.) **Ordinance Committee:** The ordinance will meet with a date later to be set.
- VI.) **Police Committee:** The next meeting of the police committee will be on November 1, at 5 pm.
- VII.) **Park Board:** The Park Board meet and no action from the council was needed. The next meeting of the Park Board will be on November 9, 2021, at 5 pm.
- VIII.) **Nuisance Committee:** The Nuisance Committee did not meet. The next meeting of the Nuisance will be November 2, at 4:30.
- IX.) **Building Commission Meeting:** The next meeting will be on November 18, 2021, at 4:30 pm.
- X.) **Airport Authority Meeting:** The Airport Authority meet and there was no action needed from the council. The next meeting of the authority will be on November 9, 2021, at 6:00 pm.

XI.) Water Board Meeting: Recorder Gladwell gave the report on the Water Board meeting. The next Water Board meeting will be November 18, at 5:00 pm

XII.) Old Business

- a.) Fundraiser for the City Sidewalk grant. Jordan Deitz gave the council an update on the fundraising effort for the new sidewalk project. Their initial goal of \$20,000 has almost been met. She told the council that they are looking to set exceed that amount.**
- b.) An Ordinance authorizing the design and other pre-construction activities related to the acquisition and construction of certain improvements and extensions to the waterworks portion of the existing combined waterworks and sewerage system of the City of Richwood and the financing and cost thereof, not otherwise provided, through the acceptance by the City of funding assistance in the aggregate principle amount of \$313,000 through the West Virginia DWTRF Program; authorizing execution and delivery of all documents relating to acceptance of such funding; approving, ratifying and confirming the funding assistance agreement relating to such funding assistance, 2nd Reading. Carla Williams made the motion to accept the Ordinance as the second reading. Diana Spencer seconded the motion, and all members present voted for the motion**
- c.) An Ordinance Establishing and Fixing Rates, Fees, and Charges of the Municipal Water System, 2nd Reading. Jordan Deitz made the motion to accept this as the second reading of the Ordinance establishing rates. Diana Spencer seconded the motion, and all members present voted for the motion**
- d.) Public comments on the Bond Ordinance: Recorder Gladwell asked if there were any public comments on the second reading of the Bond Ordinance. There were no comments from people present at the council meeting.**

XIII.) New Business.

- A. Appointment of Jacob Casey as Chief of Police beginning Monday, November 1, 2021. Carla Williams made the motion to hire Jacob Casey as the chief of police with a start date of November 1, 2021, and with a salary of \$38,000.00 per year. Diana Spencer provided the second and all members present voted for the motion.**
- B. Received a pool grant in the amount of \$70,000. The Richwood City Pool will be getting many upgrades thanks to the grant and our special grant writer, Mary Jane Williams.**

XIV.) Mayor's Report. Mayor Johnson will report at the next meeting

XV.) Council Concerns/Comments: There were none.

XVI.) Public Comments: There were none

XVII.) Community Events/Announcements:

- a.) Trick-or-Treat and Truck-or-Treat, Saturday, October 30, 2021, 5-7 pm.**
- b.) Veterans Day, Thursday, November 11, 2021. City Offices will be closed.**
- c.) Thanksgiving Day, Thursday, November 25, 2021.**

XVIII.) Adjournment: Diana Spencer made the motion to adjourn at 6:26 pm and with a second from Chuck Toussieng the meeting adjourned.

Presiding Official

**City of Richwood
Council Minutes
Meeting Type: Regular**



**6 White Avenue Richwood, WV 26261
Phone: (304) 846-2596 – Fax: (304) 846-2580
RichwoodWV.gov**

November 4, 2021, 6:00 pm

Mayor, Gary Johnson

Recorder, Jimmy Gladwell

Ward I:	Chuck Tousseing	Michael Moore
Ward II:	James Karnes	Diana Spencer
Ward III:	Jordan Deitz	Carla Williams
Ward IV:	Robin Brown	Sherry Chapman

Members in attendance: Sherry Chapman, Michael Moore, Robin Brown, James Karnes, Diana Spencer, Jordan Deitz, Carla Williams, Recorder, Jimmy Gladwell and Mayor, Gary Johnson.

- I.) Call to order and Welcome. Establish a Quorum. Mayor Johnson called the meeting to order at 6: pm.**
- II.) Review and approve the agenda or amend this agenda. Robin Brown made the motion to approve the agenda as presented and with a second from Carla Williams, all members present voted for the motion.**
- III.) Review and approve the prior minutes of October 21, 2021. Carla Williams made the motion to approve the minutes of October 21,2021and with a second from James Karnes all members present voted for the motion.**
- IV.) Finance Committee Report: Chairman Gladwell gave the council the report from the finance committee meeting. The finance committee approved the following invoices for payment. Payroll \$ 19,250.00, 941 Taxes \$5,951.95, Brenntag Mid- South, Inc. \$2,663.48, Dominion Energy WV \$239.31, Hardware That is Us \$86.06, Mon Power \$11,731.62, Professional Business Pro. Inc**

\$117.50, Summersville Glass Inc \$318.00, Mountaineer Computer Systems \$320.89, National Road Utility Supply Inc \$3,130.34, Coots Transport Inc \$237.10. Mayor Johnson asked for a motion from the council to approve the recommendations from the finance committee, Carla Williams made the motion to approve e the recommendations from finance to approve the invoices for payment. Michael Moore seconded the motion, and all members present voted for the motion. The next meeting of the finance committee will be on November 3, at 5 pm.

- V.) Ordinance Committee: The ordinance will meet with a date later to be set.**
- VI.) Police Committee: The next meeting of the police committee will be on December 6, 2021, at 5 pm.**
- VII.) Park Board: The next meeting of the Park Board will be on November 9, 2021, at 5 pm.**
- VIII.) Nuisance Committee: The Nuisance Committee did not meet. The next meeting of the Nuisance will be December 2, at 4:30.**
- IX.) Building Commission Meeting: The next meeting will be on November 18, 2021, at 4:30 pm.**
- X.) Airport Authority Meeting: The next meeting of the authority will be on November 9, 2021, at 6 pm.**
- XI.) Water Board Meeting: Recorder Gladwell gave the report on the Water Board meeting. The next Water Board meeting will be November 18, at 5:pm**
- XII.) Old Business**
 - a.) Fundraiser for the City Sidewalk grant. Jordan Deitz gave the council an update on the fundraising effort for the new sidewalk project. Their initial goal of \$20,000 is close to being met. She told the council that they are looking to set exceed that amount.**
 - b.) An Ordinance authorizing the design and other pre-construction activities related to the acquisition and construction of certain improvements and extensions to the waterworks portion of the existing combined waterworks and sewerage system of the City of Richwood and the financing and cost thereof, not otherwise provided, through the acceptance by the City of**

funding assistance in the aggregate principle amount of \$313,000 through the West Virginia DWTRF Program; authorizing execution and delivery of all documents relating to acceptance of such funding; approving, ratifying and confirming the funding assistance agreement relating to such funding assistance, 3rd Reading. Mayor Johnson asked the council to table this until the November 18th meeting. Robin Brown made the motion to table this third reading and with a second from Jordan Deitz, all members present voted for the motion.

- c.) An Ordinance Establishing and Fixing Rates, Fees, and Charges of the Municipal Water System, 3rd Reading. Michael Moore made the motion to accept this as the Third reading of the Ordinance Establishing and Fixing Rates, Fees, and Charges of the Municipal Water System. Carla Williams seconded the motion, and all members present voted for the motion
- d.) Public comments on the Ordinance Establishing and Fixing Rates, Fees, and Charges of the Municipal Water System. Mayor Johnson asked if there were any public comments on the Third Reading of the Ordinance. There were no comments from people present at the council meeting including members of the council.
- e.) Update on the Water Impoundment Structure: Dan Ferrell from Thrasher Engineering gave the council an update on the raw water impoundment. Mr. Ferrell told the council that construction will begin around July of 2022.

XIII.) New Business.

- A. Stacy Thomas and Ray Moller (WV HUB) to Discuss the DARRE program and Richwood's involvement. Stacy Thomas, Community Coaching Programs Associate along with Ray Moller, Redevelopment Specialist, Brownfields Assistance Center at WVU. They told the council they received grant funding that will allow WV HUB to help Richwood with coaching to propose programs to help with targeted outcomes that will inform and engage opportunities intangible investments on redevelopment within the City of Richwood.
- B. Hinkle Mountain Water Extension Water Project- Resolution #49. Cassandra Lawson from Region 4 presented an invoice from Thomas/Litton in the amount of \$1,361.47. Robin Brown made the motion to approve payment and with a second from Diana Spencer, all members present voted for the motion.

XIV.) Mayor's Report. Mayor Johnson reported on Armory updates, Pool Grant, and announced that an exit interview with the State Auditor's Office held today went very well. He told the council that the city is moving forward on issues discussed.

XV.) Council Concerns/Comments: There were none.

XVI.) Public Comments: There were none

XVII.) Community Events/Announcements:

a.) Opening Reception for Two Perspectives exhibit, Bloomfield Richwood,
Thursday, November 4, 2021, from 6:30-8 pm.

b.) Veterans Day, Thursday, November 11, 2021. All-City Offices will be closed.

c.) Thanksgiving Day, Thursday, November 25, 2021.

XVIII.) Adjournment: Jordan Deitz made the motion to adjourn at 6:43 pm and with a second from Robin Brown the meeting adjourned.

Presiding Official

OCT 18, 2018

04:10 PM OCT 24 2018 EXEC SEC DIV

**AN ORDINANCE ESTABLISHING AND FIXING RATES,
FEES AND CHARGES OF THE MUNICIPAL SEWER SYSTEM
OF THE CITY OF RICHWOOD, WEST VIRGINIA**

WHEREAS, the City of Richwood previously issued bonds pursuant to W.Va. Code §8-20-1, et. seq. and said bonds remain outstanding;

WHEREAS, the City's bonds require that both its water and its sewer system generate positive cash flow, that the sewer system achieves 115% coverage of the principal and interest obligations under its bonds, and comply with applicable law;

WHEREAS, the City needs to be in compliance with its existing bond obligations in order to undertake water or sewer projects which require the issuance of bonds;

WHEREAS, the City needs to undertake water and sewer projects in order to adequately serve residents, businesses, and schools;

WHEREAS, the City's sewer system had negative coverage and had a net loss of \$125,513 in the fiscal year ended June 30, 2017;

WHEREAS, the City's sewer system requires improved cash flow in order to operate proficiently;

WHEREAS, in 2015 the West Virginia Legislature adopted Sent Bill 234 which requires municipal utilities to maintain a working capital reserve requirement equal to at least one-eighth of operation and maintenance expenses;

WHEREAS, the City's sewer system does not have the required working capital reserve;

WHEREAS, the City's collection system was badly damaged by the June 2016 flood, greatly increasing inflow and infiltration into the City's sewer facilities;

WHEREAS, due to the City's damaged collection system, the City's combined sewer overflow discharge points are discharging during dry weather, in violation of West Virginia DEP requirements;

WHEREAS, the City's damaged collection system is causing the City's wastewater treatment plant to exceed its designed maximum day discharge level on a regular basis;

WHEREAS, the City needs to undertake a project to make improvements to its collection system;

WHEREAS, the City needs to borrow funds in order to pay the cost of engineering design and other project development costs of the collection system improvement project;

WHEREAS, the funding package for the collection system improvement project will include a large amount of grants;

WHEREAS, by adopting this ordinance, the City will become eligible for both more grants and longer term, lower interest rate loans for the collection system improvement project;

WHEREAS, by adopting post-project rates, the City may avoid the needs to adopt another sewer ordinance for the collection system improvement project;

WHEREAS, the Step 2 rates are not expected to go into effect until 2021;

WHEREAS, the City Water Board's accountant has prepared a two-step sewer rate increase, with the first step to go into effect forty-five days after adoption of this ordinance, to meet existing bond coverage requirements, improve cash flow, meet the working capital reserve requirement, and pay the debt service expense of the project development loan; the second step designed to go in effect upon completion of the collection system improvement sewer project in 2021, is expected to meet the increased debt service expense resulting from that project;

WHEREAS, the accountant's recommended Step 1 rates are less than those charged by 63 other sewer utilities in West Virginia for households using the statewide average of 3,400 gallons per month, and the Step 2 rates are less than those charged by 28 other sewer utilities in the State based upon the same volume;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RICHWOOD HEREBY ORDAINS: that the following rates, fees and charges for sewer service provided by the City of Richwood to its customers throughout its territory served, are hereby fixed and determined as rates, fees and charges to be charged in lieu of those rates, fees and charges contained in its sewer tariff, P.S.C. W.Va. No. 11, currently on file with the Public Service Commission of West Virginia:

SECTION 1. SCHEDULE OF STEP 1 RATES

APPLICABILITY

Available within the entire area served forty-five days after adoption of the rate increase ordinance.

AVAILABILITY OF SERVICE

Available to general domestic, commercial, industrial and sale for resale sewer service.

RATES (Customers with a metered water supply)

First	2,000 gallons used per month	\$15.88 per 1,000 gallons
Next	3,500 gallons used per month	10.69 per 1,000 gallons
Next	5,000 gallons used per month	10.05 per 1,000 gallons
Next	20,000 gallons used per month	7.53 per 1,000 gallons
Next	50,000 gallons used per month	6.69 per 1,000 gallons
All Over	80,500 gallons used per month	3.35 per 1,000 gallons

MINIMUM CHARGE

No bill will be rendered for less than \$31.76 per month, which is the equivalent of 2,000 gallons.

FLAT RATE CHARGE (Customers with non-metered water supply)

Equivalent of 4,451 gallons

\$58.49 per month

FLOW MEASUREMENT

In the event a building or premise discharging sewage, water or other liquid wastes into the municipal sewage system uses water supplied by other than a metered basis from either a private or public water supply, then in each such case the owner or occupant shall be required to install an approved measuring device and the quantity of flow measured by said device shall determine the rate at which said building or premise is to be charged. Pending the installation of such device, the rate of charge shall be based upon the estimated quantity of water discharging into the sewage system. Said estimation to be made by the Water Board and/or its representative.

In the event a lot, parcel of land, building, or premise uses water in excess of 4,500 gallons per month, and it can be proved that a substantial portion of said excess water does not and cannot enter the sewage system, then the Water Board may estimate the amount of excess water that does enter the sewage system and charge a rate equal to that amount. The Water board may, also, require the installation of additional measuring devices so as to measure the actual amounts entering the sewage system.

CONNECTION FEE

A connection fee of three hundred dollars (\$300.00) shall be charged for all new connections onto the sewage system. No connection is to be made until this fee is paid per tariff rules.

SECURITY DEPOSITS

Not to exceed two-twelfths (2/12) of the average annual usage of the applicant's specific customer class, whichever is greater. This fee may be changed by applicable statutory provisions.

DELAYED PAYMENT PENALTY

The above schedule is net. On all amounts not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

RETURNED CHECK CHARGE

A service charge equal to the actual bank fee assessed to the sewer utility up to a maximum of \$25.00 will be imposed upon any customer whose check for payment of charges is returned by their bank due to insufficient funds. No such charge shall be assessed if the customer has paid a water returned check charge for the same check.

LEAK ADJUSTMENT

\$1.22 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible leakage on customer's side of the meter. This rate shall be applied to all such unusual consumption above customer's historical average usage.

SECTION 2:SCHEDULE OF STEP 2 RATESAPPLICABILITY

Available within the entire area served upon substantial completion of the sewer collection system improvement project.

AVAILABILITY OF SERVICE

Available to general domestic, commercial, industrial and sale for resale sewer service.

RATES (Customers with a metered water supply)

First	2,000 gallons used per month	\$18.58 per 1,000 gallons
Next	3,500 gallons used per month	12.51 per 1,000 gallons
Next	5,000 gallons used per month	11.76 per 1,000 gallons
Next	20,000 gallons used per month	8.81 per 1,000 gallons
Next	50,000 gallons used per month	7.83 per 1,000 gallons
All Over	80,500 gallons used per month	3.92 per 1,000 gallons

MINIMUM CHARGE

No bill will be rendered for less than \$37.16 per month, which is the equivalent of 2,000 gallons.

FLAT RATE CHARGE (Customers with non-metered water supply)

Equivalent of 4,451 gallons \$68.44 per month

FLOW MEASUREMENT

In the event a building or premise discharging sewage, water or other liquid wastes into the municipal sewage system uses water supplied by other than a metered basis from either a private or public water supply, then in each such case the owner or occupant shall be required to install an approved measuring device and the quantity of flow measured by said device shall determine the rate at which said building or premise is to be charged. Pending the installation of such device, the rate of charge shall be based upon the estimated quantity of water discharging into the sewage system. Said estimation to be made by the Water Board and/or its representative.

In the event a lot, parcel of land, building, or premise uses water in excess of 4,500 gallons per month, and it can be proved that a substantial portion of said excess water does not and cannot enter the sewage system, then the Water Board may estimate the amount of excess

water that does enter the sewage system and charge a rate equal to that amount. The Water board may, also, require the installation of additional measuring devices so as to measure the actual amounts entering the sewage system.

CONNECTION FEE

A connection fee of three hundred dollars (\$300.00) shall be charged for all new connections onto the sewage system. No connection is to be made until this fee is paid per tariff rules.

SECURITY DEPOSITS

Not to exceed two-twelfths (2/12) of the average annual usage of the applicant's specific customer class, whichever is greater. This fee may be changed by applicable statutory provisions.

DELAYED PAYMENT PENALTY

The above schedule is net. On all amounts not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

RETURNED CHECK CHARGE

A service charge equal to the actual bank fee assessed to the sewer utility up to a maximum of \$25.00 will be imposed upon any customer whose check for payment of charges is returned by their bank due to insufficient funds. No such charge shall be assessed if the customer has paid a water returned check charge for the same check.

LEAK ADJUSTMENT

\$1.22 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible leakage on customer's side of the meter. This rate shall be applied to all such unusual consumption above customer's historical average usage.

SECTION 3. SEPARABILITY: REPEAL OF CONFLICTING ORDINANCES

The provisions of this Ordinance are separable, and if any clause, provision or section hereof be held void or unenforceable by any court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance. Upon the effective date of the fees, rates and charges as herein set forth, all ordinance, resolutions, orders or part thereof in conflict with the provisions of this Ordinance are, to the extent that the provisions of this Ordinance do not touch upon the provisions of prior ordinances, resolutions, order or parts thereof, the same shall remain in full force and effect.

REVIEW

This rate tariff shall be reviewed, by the Water Board, within 90 days of the end of each fiscal year. Recommendations regarding its content shall be made to Richwood's City Council as soon thereafter as possible.

THOSE FAVORING FURTHER CONSIDERATION AT SECOND READING:

Glenn ZeilerChris McKenzieAnn SpencerTom Blom
Sharon ChapmanBob BrownRobert Brown
Ann Spencer

THOSE OPPOSING FURTHER CONSIDERATION AT SECOND READING:

THOSE FAVORING ADOPTION AT THIRD READING:

Glenn ZeilerChris McKenzieSherry Chapman
Ann SpencerTom BlomRobert BrownBob Brown

THOSE OPPOSING ADOPTION AT THIRD READING:

_____	_____
_____	_____
_____	_____

PASSED/FAILED

Effective Date:

45 days following adoption - December 3, 2018

CHRIS DRENNEN, ACTING MAYOR

RECORDER

I, Raymond W. Corbin, News Editor of The Nicholas Chronicle, a weekly newspaper published at Summersville in the County of Nicholas, and the State of West Virginia, do certify that the hereto attached Legal Advertisement - BOWLES RICE LLC, 600 QUARRIER ST., CHARLESTON, WV 25301; PUBLIC NOTICE OF PROPOSED ORDINANCE RELATING TO SEWER RATES, FEES AND CHARGES appeared in said newspaper for 2 weeks, on the 27th day of September 2018; and on the 4th day of October 2018.

Given under my hand this 4th day of October 2018.

By Raymond W. Corbin, News Editor.

04:10 PM OCT 24 2018 EXEC SEC DIV

Fee for publication:

2,884 words @ \$.12 per word, \$346.08 for the first publication; 75% of first publication \$259.56 for all subsequent publications; for a total cost of \$605.64.

The foregoing instrument was acknowledged before me this the 4th day of October 2018.



Matthew R. Yeager

Notary Public

My commission expires July 7, 2023.

PUBLIC NOTICE OF PROPOSED ORDINANCE

RELATING TO SEWER RATES, FEES AND CHARGES

Notice is hereby given that the City of Richmond, a municipal corporation, will hold a hearing before the final vote on a proposed ordinance, the principal object of which is the increase of sewer rates for customers of the sewer system operated by the City of Richmond. The title of such ordinance is "An Ordinance Establishing and Fixing Rates, Fees, and Charges of the Municipal Sewer System of the City of Richmond, West Virginia." The final vote on adoption of said proposed ordinance shall be held in the Council Chambers of the City of Richmond, City Hall, 6 White Avenue, Richmond, West Virginia, on October 18, 2018, at seven o'clock (7:00) p.m. Copies of the proposed ordinance are available at the Office of the Clerk, Richmond City Hall, 6 White Avenue, Richmond, West Virginia. Interested parties may appear and be heard at such time with respect to the passage of the following ordinance:

WHEREAS, the City of Richmond previously issued bonds pursuant to WVA Code §8-20-1, et. seq. and said bonds remain outstanding;

WHEREAS, the City's bonds require that both its water and its sewer system generate positive cash flow, that the sewer system achieves 115% coverage of the principal and interest obligations under its bonds, and comply with applicable law;

WHEREAS, the City needs to be in compliance with its existing bond obligations in order to undertake water or sewer projects which require the issuance of bonds;

WHEREAS, the City needs to undertake water and sewer projects in order to adequately serve residents, businesses, and schools;

WHEREAS, the City's sewer system had negative coverage and had a net loss of \$125,513 in the fiscal year ended June 30, 2017;

WHEREAS, the City's sewer system requires improved cash flow in order to operate profitably;

WHEREAS, in 2015 the West Virginia Legislature adopted Sent Bill 234 which requires municipal utilities to maintain a working capital reserve requirement equal to at least one-eighth of operation and maintenance expenses;

WHEREAS, the City's sewer system does not have the required working capital reserve;

WHEREAS, the City's collection system was badly damaged by the June 2016 flood, greatly increasing inflow and infiltration into the City's sewer facilities;

WHEREAS, due to the City's damaged collection system, the City's combined sewer overflow discharge points are discharging during dry weather, in violation of West Virginia DEP requirements;

WHEREAS, the City's damaged collection system is causing the City's wastewater treatment plant to exceed its designed maximum day discharge level on a regular basis;

WHEREAS, the City needs to undertake a project to make improvements to its collection system;

WHEREAS, the City needs to borrow funds in order to pay the cost of engineering design and other project development costs of the collection system improvement project;

WHEREAS, the funding package for the collection system improvement project will include a large amount of grants;

WHEREAS, by adopting this ordinance, the City will become eligible for both more grants and longer term, lower interest rate loans for the collection system improvement project;

WHEREAS, by adopting post-project rates, the City may avoid the need to adopt another sewer ordinance for the collection system improvement project;

WHEREAS, the Step 2 rates are not expected to go into effect until 2021;

WHEREAS, the City Water Board's accountant has prepared a two-step

sewer rate increase, to meet existing bond coverage requirements, improve cash flow, meet the working capital reserve requirement, and pay the debt service expense of the project development loan; the second step designed to go in effect upon completion of the collection system improvement sewer project in 2021, is expected to meet the increased debt service expense resulting from that project;

WHEREAS, the accountant's recommended Step 1 rates are less than those charged by 63 other sewer utilities in West Virginia for households using the statewide average of 3,400 gallons per month, and the Step 2 rates are less than those charged by 28 other sewer utilities in the State based upon the same volume;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RICHMOND HEREBY ORDAINS: that the following rates, fees and charges for sewer service provided by the City of Richmond to its customers throughout its territory served, are hereby fixed and determined as rates, fees and charges to be charged in lieu of those rates, fees and charges contained in its sewer tariff, P.S.C. WVA, No. 11, currently on file with the Public Service Commission of West Virginia;

SECTION 1. SCHEDULE OF STEP 1 RATES

APPLICABILITY Available within the entire area served forty-five days after adoption of the rate increase ordinance.

AVAILABILITY OF SERVICE

Available to general domestic, commercial, industrial and sale for resale sewer service.

RATES (Customers with a metered water supply)

First 2,000 gallons used per month \$15.88 per 1,000 gallons
Next 3,500 gallons used per month 10.69 per 1,000 gallons
Next 5,000 gallons used per month 10.05 per 1,000 gallons
Next 20,000 gallons used per month 7.53 per 1,000 gallons
Next 20,000 gallons used per month 6.69 per 1,000 gallons
All Over 80,500 gallons used per month 3.35 per 1,000 gallons

MINIMUM CHARGE

No bill will be rendered for less than \$31.76 per month, which is the equivalent of 2,000 gallons.

FLAT RATE CHARGE

(Customers with non-metered water supply) Equivalent of 4,451 gallons \$58.49 per month

FLOW MEASUREMENT

In the event a building or premise discharging sewage, water or other liquid wastes into the municipal sewage system uses water supplied by other than a metered basis from either a private or public water supply, then in each such case the owner or occupant shall be required to install an approved measuring device and the quantity of flow measured by said device shall determine the rate at which said building or premise is to be charged. Pending the installation of such device, the rate of charge shall be based upon the estimated quantity of water discharging into the sewerage system. Said estimation to be made by the Water Board and/or its representative.

In the event a lot, parcel of land, building, or premise uses water in excess of 4,500 gallons per month, and it can be proved that a substantial portion of said excess water does not and cannot enter the sewage system, then the Water Board may estimate the amount of excess water that does enter the sewage system and charge a rate equal to that amount. The Water Board may also, require the installation of additional measuring devices so as to measure the actual amounts entering the sewage system.

CONNECTION FEE

A connection fee of three hundred dollars (\$300.00) shall be charged for all new connections onto the sewerage system. No connection is to be made

until this fee is paid per tariff rules.

SECURITY

Not to exceed two-twelfths (2/12) of the average annual usage of the applicant's specific customer class, whichever is greater. This fee may be changed by applicable statutory provisions.

DEPOSITS

Not to exceed two-twelfths (2/12) of the average annual usage of the applicant's specific customer class, whichever is greater. This fee may be changed by applicable statutory provisions.

PAYMENT

The above schedule is net. On all amounts not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

CHARGE

A service charge equal to the actual bank fee assessed to the sewer utility up to a maximum of \$25.00 will be imposed upon any customer whose check for payment of charges is returned by their bank due to insufficient funds. No such charge shall be assessed if the customer has paid a water returned check charge for the same check.

LEAK

\$1.22 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible leakage on customer's side of the meter. This rate shall be applied to all such unusual consumption above customer's historical average usage.

SECTION 2. SCHEDULE OF STEP 2 RATES

APPLICABILITY Available within the entire area served upon substantial completion of the sewer collection system improvement project.

AVAILABILITY OF SERVICE

Available to general domestic, commercial, industrial and sale for resale sewer service.

RATES (Customers with a metered water supply)

First 2,000 gallons used per month \$18.58 per 1,000 gallons
Next 3,500 gallons used per month 12.51 per 1,000 gallons
Next 5,000 gallons used per month 11.76 per 1,000 gallons
Next 20,000 gallons used per month 8.81 per 1,000 gallons
Next 50,000 gallons used per month 7.83 per 1,000 gallons
All Over 80,500 gallons used per month 3.92 per 1,000 gallons

MINIMUM CHARGE

No bill will be rendered for less than \$37.16 per month, which is the equivalent of 2,000 gallons.

FLAT RATE CHARGE (Customers with non-metered water supply) Equivalent of 4,451 gallons \$68.44 per month

FLOW MEASUREMENT

In the event a building or premise discharging sewage, water or other liquid wastes into the municipal sewage system uses water supplied by other than a metered basis from either a private or public water supply, then in each such case the owner or occupant shall be required to install an approved measuring device and the quantity of flow measured by said device shall determine the rate at which said building or premise is to be charged. Pending the installation of such device, the rate of charge shall be based upon the estimated quantity of water discharging into the sewerage system. Said estimation to be made by the Water Board and/or its representative.

In the event a lot, parcel of land, building, or premise uses water in excess of 4,500 gallons per month, and it can be proved that a substantial portion of said excess water does not and cannot enter the sewage system, then the Water Board may estimate the amount of excess water that does enter the sewage system and charge a rate equal to that amount. The Water Board may also, require the installation of additional measuring devices so as to measure the actual amounts entering the sewerage system.

CONNECTION FEE

A connection fee of three hundred dollars (\$300.00) shall be charged for all new connections onto the sewerage system. No connection is to be made

A connection fee of three hundred dollars (\$300.00) shall be charged for all new connections onto the sewerage system. No connection is to be made until this fee is paid per tariff rules.

SECURITY DEPOSITS

Not to exceed two-twelfths (2/12) of the average annual usage of the applicant's specific customer class, whichever is greater. This fee may be changed by applicable statutory provisions.

DELAIED PAYMENT PENALTY

The above schedule is net. On all amounts not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

RETURNED CHECK CHARGE

A service charge equal to the actual bank fee assessed to the sewer utility up to a maximum of \$25.00 will be imposed upon any customer whose check for payment of charges is returned by their bank due to insufficient funds. No such charge shall be assessed if the customer has paid a water returned check charge for the same check.

LEAK ADJUSTMENT

\$1.22 per 1,000 gallons is to be used when the bill reflects unusual consumption which can be attributed to eligible leakage on customer's side of the meter. This rate shall be applied to all such unusual consumption above customer's historical average usage.

SECTION 3. SEPARABILITY; REPEAL OF CONFLICTING ORDINANCES

The provisions of this Ordinance are separable, and if any clause, provision or section hereof be held void or unenforceable by any court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance. Upon the effective date of the fees rates, the remainder of this Ordinance, resolutions, orders or part thereof in conflict with the provisions of this Ordinance are, to the extent that the provisions of this Ordinance do not touch upon the provisions of prior ordinances, resolutions, order or parts thereof, the same shall remain in full force and effect.

REVIEW

This rate tariff shall be reviewed, by the Water Board, within 90 days of the end of each fiscal year. Recommendations regarding its content shall be made to Richmond's City Council as soon thereafter as possible.

SECTION 4. STATUTORY NOTICE AND PUBLIC HEARING

Upon second reading hereof, notice for the Water Board shall, pursuant to the provisions of West Virginia Code §§8-1-4, 8-13-13 and 16-13-16, publish Notice of this Ordinance in The Nicholas Chronicle, being a newspaper published and of general circulation in Nicholas County, West Virginia. Said Notice shall be published at least ten (10) days prior to the date set before the meeting of the City Council at which a public hearing, a final reading and a vote on the ordinance will be held. Said notice shall state that this Ordinance has been introduced, and that any person interested may appear before Council on the 18th day of October, 2018 at 7:00 p.m., and present protests, if any. At such hearing all objections and suggestions shall be heard and the Council shall take such action as it shall deem proper on the premises.

Further said Notice shall advise the public that a copy of this ordinance is available for public inspection.

First Reading: September 20, 2018, 7:00 p.m.

Second Reading: October 4, 2018, 7:00 p.m.

Third Reading: October 18, 2018, 7:00 p.m.

Effective Date: 45 days following adoption - December 3, 2018

9/27/104/21

04:10 PM OCT 24 2018 EXEC SEC DIV

The Nicholas Chronicle

a division of Nicholas County Publishing Company

Inc.

I, Raymond W. Corbin, News Editor of The Nicholas Chronicle, a weekly newspaper published at Summersville in the County of Nicholas, and the State of West Virginia, do certify that the hereto attached Legal Advertisement - BOWLES RICE LLC, 600 QUARRIER ST., CHARLESTON, WV 25301; PUBLIC NOTICE HAS ADOPTED ON TARIFF REGARDING SEWER RATES, FEES AND CHARGES appeared in said newspaper for 2 weeks, on the 25th day of October 2018; and on the 1st day of November 2018.

Given under my hand this 1st day of November 2018.

By Raymond W. Corbin, News Editor.

Fee for publication:

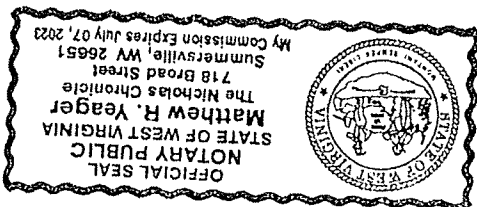
779 words @ \$.12 per word, \$93.48 for the first publication; 75% of first publication \$70.11 for all subsequent publications; for a total cost of \$163.59.

The foregoing instrument was acknowledged before me this the 1st day of November 2018.

Matthew R. Yeager

Notary Public

My commission expires July 7, 2023.



NOTICE

NOTICE is hereby given that the City of Richwood, a public utility, has adopted by ordinance on October 18, 2018 a tariff containing increased rates, tolls and charges for furnishing sewer service to approximately 841 customers at Richwood, West Virginia in the County of Nicholas, West Virginia.

The first step of the two-step proposed increase in rates and charges will become effective Dec. 3, 2018, unless otherwise ordered by the Public Service Commission and will produce approximately \$117,987 annually in additional revenue, an increase of 32.7%. The average monthly bill for the various classes of customers will be changed as follows:

	(\$ INCREASE	INCREASE (%)
Residential	10.01	33
Commercial	18.17	33
Industrial	100.20	33
Public Authority	20.17	33
Unmetered	14.90	34

The second step of the two step proposed increase in rates and charges will become effective upon substantial completion of the Phase I Collection System Improvement Project unless otherwise ordered by the Public Service Commission and will produce approximately \$83,500 annually in additional revenue over the step one increase, an increase of 17.4% over the revenue expected to be generated by the step one rates. The average monthly bill for the various classes of customers will be changed as compared to the step 1 rates follows:

	(\$ INCREASE	INCREASE (%)
Residential	6.86	17
Commercial	12.45	17
Industrial	68.65	17
Public Authority	13.82	17
Unmetered	9.95	17

The City of Richwood has no sale for resale sewer customers.

The increases shown are based on the average usage of all customers in the indicated class. Individual customers may receive increases that are greater or less than average. The Public Service Commission shall only review the increased rates for possible modification (increases or decreases) upon the filing of a petition within thirty (30) days of the adoption of the ordinance changing said rates or charges, by a customer aggrieved by the changed rates or charges who presents to the Commission a petition signed by not less than twenty-five percent of the customers served by such municipally operated public utility.

All petitions should be addressed to the Executive Secretary, Public Service Commission of West Virginia, 201 Brooks Street, P. O. Box 812, Charleston, West Virginia 25323.

A complete copy of the proposed rates, as well as a representative of the utility to provide any information requested concerning it, is available to all customers, prospective customers, or their agents at the following office:

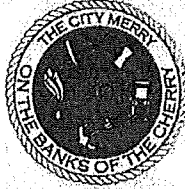
Jimmy Gladwell, City Recorder

6 White Avenue
Richwood, WV 26261

A copy of the proposed rates is available for inspection at the office of the Executive Secretary of the Public Service Commission at 201 Brooks Street, P. O. Box 812, Charleston, West Virginia 25323.

10/25, 11/1 21

**City of Richwood
Council Minutes
Meeting Type: Regular**



**6 White Avenue Richwood, WV 26261
Phone: (304) 846-2596 – Fax: (304) 846-2580
RichwoodWV.gov**

September 20 2018 7: pm

Members : Mayor, Chris Drennen, Tommy Coleman, Sherry Chapman, Ann Spencer, Glen Weiler, Robin Brown, Chris McKenzie, Britt Nicholas, Shane Clark.

Call to order and Welcome. Mayor Chris Drennen called the meeting to order at 7:06pm

I.) Prior Minutes: Glen Weiler made a motion to approve the prior minutes and Robin Brown seconded the motion with all members voting to approve.

II.) Financial Report: Finance member, Ann Spencer provided the financial report. The city had an opening bank account of 94,441.87. The deductions from that balance were 30,000.00 for payroll and 43,768.82 for invoices. Ann Spencer concluded her report with no recommends from the finance committee.

III.) Appointment of James Gladwell to city recorder: Mayor Drennen asks council to amend the agenda to change the name from James to Jimmy. Robin Brown made the motion and Shane Clark seconded. Motion passed. Chris McKenzie made a motion to approve Jimmy Gladwell as city recorder with Ann Spencer seconding the motion. All members voted for the motion.

IV.) Creation of Water Working Capital Reserve Account and change the name of {Water Account} to {Water Operating Account}: James Kelsh from Bowles Rice informed council that the PSC requires the city have a reserve account containing 1/8 of the annual operating capital in a water working reserve account. Tommy Coleman made the motion to have the city open water working reserve account with the same signatures on all city accounts which are Chris Drennen, Ann Spencer and Sherry Chapman. Shane Clark seconded the motion with all members voting yes.

V.) Creation of Sewer Working Capital Reserve Account and change the name of [Sewer Account] to {Sewer Operating Account}: Glen Weiler made a motion to have the city open a sewer working capital account and change the account name from sewer account to sewer operating

**City of Richwood
Common Council
Meeting Type: Regular**



**6 White Avenue Richwood, WV 26261
Phone: (304) 846-2596 – Fax: (304) 846-2580
October 04th, 2018
7PM**

Chris Drennen, Mayor

Jimmy Gladwell, Recorder

Ward I:	Ann Spencer	Tommy Coleman
Ward II:	Glen Weiler	Chris McKenzie
Ward III:	Britt Nicholas	Shane Clark
Ward IV:	Sherry Chapman	Robin Brown

- I.) Call to Order, Welcome, Invocation & Pledge of Allegiance.
- II.) Prior Minutes September 20th, 2018. *Nicholas Abstains.*
- III.) Financial statement of accounts.

New Business:

- IV.) Recommendations of the Finance Committee.
- V.) Second Reading of Water Rate Increase Ordinance.
- VI.) Second Reading of Sanitary Sewer Rate Increase Ordinance.
- VII.) Chief Cogar Richwood Police Department Monthly Report.

VI.) City and Community Announcements: Fenwick Mountain Old Time Community Festival Saturday, Oct 6. October Fest sponsored by the Richwood Volunteer Fire Department, Sunday October, 7

VII.) Councilperson Comments: Council members reported several street lights needing replaces.

VIII.) Public Comments: A concerned citizen questioned the need to raise water and sewage rates. Mayor Drennen explained the need to raise rates.

VI.) Adjournment. Glen Weiler motioned to adjourn at 7:51pm and seconded by Chris McKenzie.

Presiding officer

**City of Richwood
Council Minutes
Meeting Type: Regular**



**6 White Avenue Richwood, WV 26261
Phone: (304) 846-2596 – Fax: (304) 846-2580
RichwoodWV.gov**

October 4 2018 7: pm

Members : Mayor , Chris Drennen, , Sherry Chapman, Ann Spencer, Glen Weiler, Robin Brown, Chris McKenzie, Britt Nicholas, Shane Clark, Tommy Coleman and recorder Jimmy Gladwell

Call to order and Welcome: Mayor Chris Drennen called the meeting to order at 7:01pm

I.) Prior Minutes: Robin Brown motioned to approve prior minutes with Glen Weiler providing a second with all members voting yes except for Britt Nicholas abstaining because of his absent from the previous council meeting.

II.) Financial Report. Ann Spencer presented the council with the financial report. She informed the council of the proposed changes of the way the finance committee will be receiving the financial information. Chris McKenzie made a motion to approve the financial report and Glen Weiler seconded the motion. The motion passed.

III.) Second Reading of the Water Rate Increase Ordinance. Tommy Coleman made the motion to accept the seconding reading of the Water Rate Increase Ordinance with a second from Ann Spencer. All members voted for the ordinance. Members signed the ordinance for the second reading

IV.) Second Reading of the Sanitary Sewer Rate Increase Ordinance. Chris McKenzie made a motion to accept the second reading of the Sanitary Sewer Rate Increase Ordinance with Glen Weiler providing the second. All members voted for the motion. Members signed the Sewer Rate Increase Ordinance.

V.) Chief Cogar Richwood Police Department Monthly Report. Chief Cogar reported of 60 misdemeanors arrests and 4 Felony arrest. He also told the council about visiting schools in the county this week as it is National Police Awareness Week.

**Agenda
City of Richwood
Common Council
Meeting Type: Regular**



**6 White Avenue Richwood, WV 26261
Phone: (304) 846-2596 – Fax: (304) 846-2580
October 18th, 2018
7PM**

Chris Drennen, Mayor

Jimmy Gladwell, Recorder

Ward I:	Ann Spencer	Tommy Coleman
Ward II:	Glen Weiler	Chris McKenzie
Ward III:	Britt Nicholas	Shane Clark
Ward IV:	Sherry Chapman	Robin Brown

- I.) Call to Order, Welcome, Invocation & Pledge of Allegiance.**
- II.) Prior Minutes October 4th, 2018.**
- III.) Financial statement of accounts.**

New Business:

- IV.) Recommendations of the Finance Committee.**
- V.) Recommendations of the Water Board.**
- VI.) Third Reading of Water Rate Increase Ordinance.**
- VII.) Third Reading of Sanitary Sewer Rate Increase Ordinance.**
- VIII.) Nominations to Richwood Community Action Senior Center Board.**

VI.) City and Community Announcements: Fenwick Mountain Old Time Community Festival Saturday, Oct 6. October Fest sponsored by the Richwood Volunteer Fire Department, Sunday October, 7

VII.) Councilperson Comments: Council members reported several street lights needing replaces.

VIII.) Public Comments: A concerned citizen questioned the need to raise water and sewage rates. Mayor Drennen explained the need to raise rates.

VI.) Adjournment. Glen Weiler motioned to adjourn at 7:51pm and seconded by Chris McKenzie.

Presiding officer

**NOTICE OF PUBLIC HEARING ON THE
CITY OF RICHWOOD BOND ORDINANCE**

A public hearing will be held on the following entitled Ordinance at a regular meeting of the Council of the City of Richwood (the "City") to be held on Thursday, June 2, 2022, at 6:00 pm at the City Council Chambers located at Richwood City Hall, 6 White Avenue, Richwood, West Virginia, and at such hearing any person interested may appear before the City and present protests, and all protests and suggestions shall be heard by the City and it shall then take such actions as it shall deem proper in the premises upon an Ordinance entitled:

ORDINANCE AUTHORIZING ACQUISITION AND CONSTRUCTION OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC WATERWORKS SYSTEM OF THE CITY OF RICHWOOD AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE CITY OF RICHWOOD OF NOT MORE THAN \$8,000,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2022 A (WEST VIRGINIA DWTRF PROGRAM); AND NOT MORE THAN \$3,000,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2022 B (WEST VIRGINIA DWTRF PROGRAM/FORGIVABLE); 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 SERIES 2022 A AND SERIES 2022 B BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

The above quoted title of the Ordinance describes generally the contents thereof and the purposes of the Series 2022 A Bonds and Series 2022 B Bonds (collectively, the "Series 2022 Bonds") contemplated thereby. The City contemplates the issuance of the Series 2022 Bonds described in the Ordinance. The proceeds of the Series 2022 Bonds will be used to (i) to pay a portion the costs of acquisition and construction of additions, betterments and improvements to the existing public waterworks system of the City (the "Project"), (ii) to fund the Series 2022 A Reserve Account, and (iii) to pay certain costs of issuance of the Series 2022 Bonds and related costs. The Series 2022 Bonds are payable solely from revenues to be derived from the ownership and operation of the system of the City. No taxes may at any time be levied by the City for the payment of the Series 2022 Bonds or the interest thereon.

The above-entitled Ordinance was adopted by the Council of the City of Richwood on second reading on May 12, 2022. A certified copy of the above entitled Ordinance is on file with the City Clerk for review by interested parties during regular office hours.

Following the public hearing, the Council of the City of Richwood intends to enact the Ordinance upon final reading.

/s/ Jeanie Smallwood
City Clerk

5/19 5/26 2t

The Nicholas Chronicle

a division of Nicholas County Publishing Company Inc.

I, Raymond W. Corbin, News Editor of The Nicholas Chronicle, a weekly newspaper published at Summersville in the County of Nicholas, and the State of West Virginia, do certify that the hereto attached Legal Advertisement for Steptoe & Johnson, P.O. Box 1588, Charleston, WV 25301;

NOTICE OF PUBLIC HEARING ON THE CITY OF RICHWOOD BOND

ORDINANCE (June 2, 2022) appeared in said newspaper for 2 week(s), beginning on the 19-May-2022 and concluding on the 26-May-2022.

Given under my hand this 26-May-2022.

By Raymond W. Corbin, News Editor

Fee for publication:

799 words @12¢ per word, \$95.88 for the first publication; 75 percent of first publication (\$71.91) for all subsequent publications; for a total cost of \$167.79.

The foregoing instrument was acknowledged before me this 26-May-2022.

Matthew R. Yeager



Notary Public

My commission expires July 7, 2023.

304-872-2251

Bill to ID: 1484

Step toe & Johnson PLLC
Attn: Brandy McKnight
P. O. Box 1588
Charleston, WV 25326-1588

PO:

Account ID: 1484

Rachel Pett
Steptoe & Johnson
PO BOX 1588
Charleston, WV 25326-1588

Items: 2

Total Balance Due by 6/25/2022	\$167.79
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**City of Richwood
Council Minutes
Meeting Type: Regular**



**6 White Avenue Richwood, WV 26261
Phone: (304) 846-2596 – Fax: (304) 846-2580
RichwoodWV.gov
May 5, 2022, 6:00 pm**

Mayor, Gary Johnson

Recorder, Jimmy Gladwell

Ward I:	Chuck Toussieng	Chris McKenzie
Ward II:	James Karnes	Diana Spencer
Ward III:	Jourdan Deitz	Carla Williams
Ward IV:	Robin Brown	Sherry Chapman

Members in attendance: Sherry Chapman Carla Williams, Chuck Toussieng, Diana Spencer, James Karnes, Chris McKenzie, Recorder Jimmy Gladwell, and Mayor Johnson

- I.) Call to order and Welcome. Establish a Quorum. Mayor Johnson called the meeting to order at 6:02 pm. Council members received copies of all business on the agenda.**
- II.) Review and approve the agenda or amend the agenda. Carla Williams made the motion to approve the agenda as presented. Diana Spencer provided the second to the motion and all members present voted for the motion.**
- III.) Review and approve the prior minutes of April 21, 2022. Carla Williams made the motion to approve the prior minutes of April 21. James Karnes seconded the motion, and all members present voted for the motion.**
- IV.) Financial Report: Finance Chairman Gladwell reported on the finance meeting of May 4, 2022. The report included the following invoices for their review: Payroll \$19,250, 941 Taxes \$5159.95, Brenntag Mid-South, Inc \$1549.87, Donaldson**

Landscaping \$80.00, HACH Company \$78.87, Hardware That's Us \$345.55, Midwest Radar \$180, Mon Power \$5092.57, Quill Corporation \$62.48, Shelter Workshop \$20.00, L. Adkins Oil \$203.00, Mountaineer Computer Systems \$3561.25, Wv Corrections Industries \$73.34, Radcliff Contracting \$250, Mullins Trucking, LLC \$978.80, Boone Tractor \$7.33. Also, an invoice from Leslie Equipment Co for a new fuel pump at a cost of \$2668.79 to be paid from the ARPA Funds. Chris McKenzie made the motion to approve the following invoices for payment. Diana Spencer seconded the motion, and all members present voted for the motion.

- V.) **Ordinance Committee:** The ordinance will meet with a date later to be set.
- VI.) **Police Committee:** Chief Dan Pitts gave the report on the police committee meeting. He told council of getting the police department's radars all certified and the replacement of the officers' weapons. Sherry Chapman made the motion to approve the police committee report. Carla Williams seconded the motion, and all members present voted for the motion. The next meeting of the police committee will be June 6, 2022, at 5pm.
- VII.) **Park Board Meeting:** The next meeting of the Park Board will be May 10, 2022, at 5pm
- VIII.) **Building Commission Meeting:** The next meeting will be May 12, 2022, at 4:30 pm.
- IX.) **Airport Authority Meeting:** The next meeting of the authority will be May 10, 2022, at 7pm.
- X.) **Water Board Meeting:** The next Water Board meeting will be May 19, 2022, at 5: pm.
- XI.) **Community Center Board Meeting.** The next meeting will be May 17, 2022, at 5pm
- XII.) **Old Business**
 - a.) **Water Impoundment Structure update.** Region 4 representative, Cassandra Lawson gave an update on this project. She told the council that all the funding is in place, however USFS permitting is a slow process.
 - b.) **Sewer Project update.** Cassandra Lawson from Region 4 informed council, the project is waiting the final design, as easements continue to be acquired for

the sewer line replacement. She also told council that Region 4 will be resubmitting the new Sewer Plant Project requesting Appalachian Region Commission Funding.

- c.) Hinkle Mountain/Little Laurel Project Update (Bid Conference) Chris Stanley representing Thompson/Litton told council that the cost of the project was 1.3 million over the estimated cost. New needed funding to cover the unexpected added cost will be discussed at a later meeting. Melissa O'Brien with Thompson/Litton gave an update on the Hinkle Mountain Broad Band project.
- d.) Opioid Settlement Update: Mayor Johnson told council the opioid settlement is in the negotiating process with all parties involved.
- e.) Solid Waste Ordinance, Second Reading: Carla Williams made the motion approve the second reading of the Solid Waste Ordinance. James Karnes provided the second to the motion and all members present voted for the motion.
- f.) Residential Habitation Ordinance: James Karnes made the motion to approve the second reading of the Residential Habitation Ordinance. Carla Williams seconded the motion, and all members present voted for the motion.

XIII.) New Business.

- a.) To consider on the first reading and act upon a proposed Ordinance entitled: Ordinance AUTHORIZING ACQUISITION AND CONSTRUCTION OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING WATERWORKS SYSTEM OF THE CITY OF RICHWOOD SYSTEM AND THE FINANCING OF THE COST NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE CITY OF RICHWOOD OF NOT MORE THAN \$8,000,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWAGE SYSTEM REVENUE BONDS, SERIES 2022 A (WEST VIRGINIA DWTRF PROGRAM); AND NOT MORE THAN \$3,000,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWAGE SYSTEM REVENUE BONDS, SERIES 2022 B(WEST VIRGINIA DWTRF PROGRAM/ FORGIVABLE); 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 2022 A AND SERIES 2022 B; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING

THERETO. Carla Williams made the motion to approve this as the first reading of this ordinance. Sherry Chapman seconded the motion, and all members present voted for the motion.

- b.) Special Meeting on Thursday, May 12, 2022, for the Second Reading of the Hinkle Mountain/Little Laurel Bond Ordinance at 4pm.**
- c.) Leak Detection Project- Resolution #2: Chris McKenzie made the motion to approve the invoice from Chapman Technical Group LTD in the amount of \$15,300. Sherry Chapman seconded the motion, and all members present voted for the motion.**

XIV.) Mayors Report

Mayor Johnson announced that there will be a city wide clean up starting May 16. He reminded everyone the cleanup will begin with Ward 1.

He encouraged everyone to visit the Armory Community Center to see the improvements.

Mayor Johnson announced Pocahontas Hospital will be opening a Physical Therapy Clinic in the old Groves Building.

Wv Hub Cap visited Richwood this past Monday to conduct a survey on main street building usage.

June 4 the Hellbenders will be holding a rally and South Oakford from the red light to Country Hardware.

City Pool Bids will be opened next Wednesday, May 11.

Mayor Johnson spoke on the passing of Frank White, a resolute employee retiring and many times returning to provide support for the city.

XV.) Council Concerns/Comments: There were none

XVI.) Public Comments: Martin Arbaugh asked mayor Johnson if there had been any progress on the FEMA Mitigation. The mayor told Mr. Arbaugh that any new information would be added to the next council agenda.

XVII.) Community Events/announcements:

- a. May 14, 2022, 83rd Feast of the Ramson**

XVIII.) Adjournment: Diana Spencer made the motion to adjourn at 6:33pm. Carla Williams provided the second and all members present voted for the motion.

Presiding Official

**City of Richwood
Council Minutes
Meeting Type: Special**



**6 White Avenue Richwood, WV 26261
Phone: (304) 846-2596 – Fax: (304) 846-2580
RichwoodWV.gov
May 12, 2022, 6:00 pm**

Mayor, Gary Johnson

Recorder, Jimmy Gladwell

Ward I:	Chuck Toussieng	Chris McKenzie
Ward II:	James Karnes	Diana Spencer
Ward III:	Jourdan Deitz	Carla Williams
Ward IV:	Robin Brown	Sherry Chapman

Members in attendance: Carla Williams, Sherry Chapman Diana Spencer, James Karnes, Chris McKenzie, Recorder Jimmy Gladwell, and Mayor Johnson

- I.) Call to order and Welcome. Establish a Quorum. Mayor Johnson called the meeting to order at 4 pm. Council members received copies of all business on the agenda. This special meeting was posted for the public on May 9,2022.**
- II.) To consider on the second reading and act upon a proposed Ordinance entitled: Ordinance AUTHORIZING ACQUICATION AND CONSTRUCTION OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTIN WATERWORKS SYSTEM OF THE CITY OF RICHWOOD SYSTEM AND THE FINANCING OF THE COST NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE CITY OF RICHWOOD OF NOT MORE THAN \$8,000,000 IN ORGINAL AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWAGE SYSTEM REVENUE BONDS, SERIES 2022 A (WEST VIRGINIA DWTRF PROGRAM); AND NOT MORE THAN \$3,000,000 IN ORGINAL AGGREGATE PRINICAPLE AMOUNT OF COMBINED WATERWORKS AND SEWAGE SYSTEM REVENUE BONDS, SERIES 2022 B(WEST VIRGINIA DWTRF PROGRAM/ FORGIVABLE); 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 2022 A AND SERIES 2022 B; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

III.) Take necessary action related to the forgoing.

Mayor Johnson read the ordinance to council and asked for any public comment. There were no public comments.

Chris McKenzie made the motion to approve as the second reading of this ordinance. Sherry Chapman provided the second and all members present voted for the motion.

IV.) Third reading of this ordinance will be on the agenda at the next regular council meeting.

V.) Adjournment: Carla Williams made the motion to adjourn at 4:15. Diana Spencer provided the second and all members present voted for the motion.

Presiding Official

**City of Richwood
Council Minutes
Meeting Type: Regular**



**6 White Avenue Richwood, WV 26261
Phone: (304) 846-2596 – Fax: (304) 846-2580
RichwoodWV.gov
June 2, 2022, 6:00 pm**

Mayor, Gary Johnson

Recorder, Jimmy Gladwell

Ward I:	Chuck Toussieng	Chris McKenzie
Ward II:	James Karnes	Diana Spencer
Ward III:	Jourdan Deitz	Carla Williams
Ward IV:	Robin Brown	Sherry Chapman

Members in attendance: Carla Williams, Jourdan Deitz, Diana Spencer, James Karnes, Chris McKenzie, Sherry Chapman, Recorder Jimmy Gladwell, and Mayor Johnson. Also in attendance, Jim Kelsh, (Bowles Rice), John Stump, (Steptoe Johnson), Cassandra Lawson, (Region 4), and Chris Stanley, (Thomson Litton).

- I.) Call to order and Welcome. Establish a Quorum. Mayor Johnson called the meeting to order at 6:10 pm. Council members received copies of all business on the agenda.**
- II.) Review and approve the agenda or amend the agenda. Carla Williams made the motion to approve the agenda as presented. Chris McKenzie provided the second to the motion and all members present voted for the motion.**
- III.) Review and approve the prior minutes of May 19, and May 26, 2022. Carla Williams made the motion to approve the prior minutes of May 19 and May 26, 2022. Chris McKenzie seconded the motion, and all members present voted for the motion.**

- IV.) Financial Report:** Finance Chairman, Gladwell provided members with a packet of proposed invoices for their review. The payables included the following invoices for payment: Payroll \$19250, 941 Taxes \$5159.95, Mon Power \$12,498.36, Shelter Workshop \$13.00, Wv State Board of Risk & Ins Mgt \$11,890.00, Xerox Corporation \$146.45, L Adkins Oil Inc \$229.99, Radcliff Contracting \$225.00. Also, an invoice from Doss Electric for \$150.00 and an invoice from Lesley Brothers Equipment for \$2518.78 are to be paid from the ARPA Funds. Sherry Chapman made the motion to approve the following invoices for payment. Diana Spencer seconded the motion, and all members present voted for the motion
- V.) Ordinance Committee:** The ordinance will meet with a date later to be set.
- VI.) Police Committee:** The next meeting of the police committee will be on June 6, 2022, at 5 pm.
- VII.) Park Board Meeting:** The next meeting of the Park Board will be on June 14, 2022, at 5 pm
- VIII.) Building Commission Meeting:** The next meeting will be on June 9, 2022, at 4:30 pm.
- IX.) Airport Authority Meeting:** The next meeting of the authority will be on June 21, 2022, at 7 pm.
- X.) Water Board Meeting:** The next Water Board meeting will be on June 16, 2022, at 5: pm.
- XI.) Community Center Board Meeting.** The next meeting will be on June 21, 2022, at 5 pm.
- XII.) Old Business**

 - a.) Water Impoundment Structure update. James Kelsh, of Bowels Rice LLP, told the council the project is waiting on permits from Fish and Wildlife. This delay in permitting may delay the project construction to next year.
 - b.) Sewer Project update. James Kelsh informed the council, that the project is waiting for the final design as easements are needed for the sewer line replacement. This is a \$7.5 million project. The new sewage treatment plant is a \$17.5 million project. These are two separate projects.

- c.) **Hinkle Mountain/Little Laurel Project Update:** Chris Stanley from Thomson/Litton told the council that he has sent; Notices to Proceed to the Contractors.
- d.) **Sidewalk Grant Update:** Mayor Johnson told the council the sidewalk project is progressing great. Council person, Jordan Deitz also told the council the bricks to be embedded into the new sidewalks have been ordered through The Richwood Community Foundation Sidewalk Fundraiser that was held over the past year.

XIII.) New Business:

- a.) To consider on the Third reading and act upon a proposed Ordinance entitled: **Ordinance AUTHORIZING ACQUISITION AND CONSTRUCTION OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING WATERWORKS SYSTEM OF THE CITY OF RICHWOOD SYSTEM AND THE FINANCING OF THE COST NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE CITY OF RICHWOOD OF NOT MORE THAN \$8,000,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWAGE SYSTEM REVENUE BONDS, SERIES 2022 A (WEST VIRGINIA DWTRF PROGRAM); AND NOT MORE THAN \$3,000,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWAGE SYSTEM REVENUE BONDS, SERIES 2022 B(WEST VIRGINIA DWTRF PROGRAM/ FORGIVABLE); 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 2022 A AND SERIES 2022 B; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.**
- b.) To consider and act upon a proposed Supplement Resolution relating to the bonds.
- c.) To consider and act upon a proposed Draw Resolution for the payment of invoices from the bonds.
- d.) To consider a Sweep Resolution pertaining to the automatic payment of the bonds to the Municipal Bond Commission.
- e.) Take necessary action related to the foregoing.

Jordan Deitz made the motion to approve the third reading of the Ordinance a.), the Supplemental Resolution b.), the Draw Resolution c)., and the Sweep Resolution d). Sherry Chapman provided the second to the motion and all members present voted for the motion.

XIV.) Mayors Report:

- a.) Mayor Johnson told the council the city rented a storage area for the contractor to store supplies for the Hinkle/Mountain Project.
- b.) The pool grant is to be voted on June 15 meeting.
- c.) Mayor Johnson announced a special council meeting to canvass the city election ballots on June 21 at 5 pm.

XV.) Council Concerns/Comments: Sherry Chapman told the council of a Chamber of Commerce membership meeting.

XVI.) Public Comments:

- a.) Ralph Brown, a resident of Green Street asked the council if the city could do some patching on Green Street. Mayor Johnson told Ralph he would put in a work order.
- b.) Jo Ann Greer asked about a building on East Main adjacent to her building that is in need of critical repair. Mayor Johnson told Jo Ann Greer the city has applied for grant money to address these types of properties.

XVII.) Community Events/announcements:

- a.) Beginning Friday, June 3, Gather in the Garden. The concerts are back.
- b.) Saturday, June 4, 2022, from 7 pm-10 pm, Wv Hellbenders Bike Night-.
- c.) Tuesday, June 14, City Election. City offices closed.
- d.) Sunday, June 11, Fishing in June., at Summit Lake. Contact Starting Points for more information.
- e.) Monday, June 20, WV Day. City offices closed.

XVIII.) Adjournment: Jourdan Deitz made the motion to adjourn at 6:45 pm. Diana Spencer provided the second and all members present voted for the motion.

Presiding Official

City of Richwood
Combined Waterworks and Sewerage System Revenue Bonds, Series 2022 A
(West Virginia DWTRF Program); and
Combined Waterworks and Sewerage System Revenue Bonds, Series 2022 B
(West Virginia DWTRF Program/Forgivable)

ACCEPTANCE OF APPOINTMENT AS DEPOSITORY BANK

First Community Bank, Craigsville, West Virginia, hereby accepts appointment as Depository Bank in connection with a Bond Ordinance of the City of Richwood (the "Issuer") enacted by the Issuer on June 2, 2022, and a Supplemental Resolution adopted by the Issuer on June 2, 2022 (collectively, the "Bond Legislation"), authorizing issuance of the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 2022 A (West Virginia DWTRF Program), dated June 16, 2022, in the aggregate principal amount of \$5,060,390; and the Combined Waterworks and Sewerage System Revenue Bonds, Series 2022 B (West Virginia DWTRF Program/Forgivable), dated June 16, 2022, in the aggregate principal amount of \$1,500,000 (collectively, the "Series 2022 Bonds"), and agrees to serve as Depository Bank in connection with the Series 2022 Bonds, all as set forth in the Bond Legislation.

WITNESS my signature on this 16th day of June, 2022.

FIRST COMMUNITY BANK

By:


Its: Authorized Officer

State of West Virginia

OFFICE OF ENVIRONMENTAL HEALTH SERVICES

350 CAPITOL STREET, ROOM 313

CHARLESTON, WV 25301-3713

Telephone (304) 558-2981

PERMIT

(Water)

PROJECT: Hinkle Mountain and Little Laurel Water Line Extensions

PERMIT NO.: 20,842

LOCATION: Richwood

COUNTY: Nicholas

DATE: 3-17-2022

THIS IS TO CERTIFY that after reviewing plans, specifications, application forms, and other essential information that

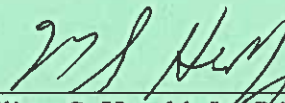
**City of Richwood
6 White Avenue
Richwood, West Virginia 26261**

is hereby granted approval to: amend and modify Permit No. 20,152 for the new water distribution systems to serve sixteen (16) existing customers and 27 new customers in the Little Laurel area and one (1) existing customer and 95 new customers in the Hinkle Mountain area. Major modification is that the permit will be extended to March 17, 2026.

NOTE: This permit is contingent upon unchanged conditions and requirements of Permit No. 20,152 remaining in effect.

Validity of this permit is contingent upon conformity with plans, specifications, application forms, and other information submitted to the West Virginia Bureau for Public Health. Water permits become null & void if no construction is started four (4) years after the permit date of issuance.

FOR THE DIRECTOR,



William S. Herold, Jr., P.E., Assistant Manager
Infrastructure and Capacity Development
Environmental Engineering Division

pc: Thompson & Litton
Jim Weimer, PSC
Nicholas County Health Department
OEHS-EED Beckley District Office



Herold, William S <william.s.herold@wv.gov>

Richwood Water Project (Permit # 20,152)

1 message

Matthew W. Peters <mpeters@t-l.com>

Wed, Mar 16, 2022 at 12:10 PM

To: "Herold, William S" <William.S.Herold@wv.gov>

Dear Mr. Herold,

As we discussed on the telephone we are finally approaching the opportunity to make this project finally become a reality. We obtained the permit for this project several years ago; however, the project experienced several unfortunate delays. Most notably, the project lost a key funding source (USDA RUS) which delayed the project for several years. As a result, we had to seek additional funding from the Nicholas County Commission and the DWTRF program. It is our understanding that the project must move forward as soon as possible or risk losing environmental clearance.

As a result of these unforeseen delays, we humbly request to obtain an extension to WV BPH Permit # 20,152 (permit attached). If possible, it would be preferable for this extension to be for two (2) years from today.

Please let me know if you have any questions or need any additional information. I sincerely appreciate your gracious assistance in this matter! Thank you so very much Bill!

--

Matthew W. Peters
Senior Engineer

THOMPSON & LITTON
1105 Mercer Street
P.O. Box 5427
Princeton, West Virginia 24740

mobile: 304.952.4344
office: 304.425.9555
fax: 304.425.9557

Federal HUBZone and Small Business Certified / Virginia SWaM Certified

www.T-L.com

Per Title VI of the Civil Rights Act of 1964 and other Nondiscrimination statutes, Thompson & Litton (T&L) will not discriminate on the grounds of race, color, and national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. T&L will ensure that minorities will be afforded full opportunity to submit proposals and will not be discriminated against in consideration of an award.

2018.03.15 - WVBPH Permit (20,152).pdf
1455K



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER West Virginia Board of Risk & Insurance Management 1124 Smith Street Suite 4300 Charleston, WV 253031		CONTACT NAME: PHONE (A/C, No, Ext): 304-766-2646 FAX (A/C, No): 304-558-6004 E-MAIL ADDRESS: brim.underwriting@wv.gov		
INSURED CITY OF RICHWOOD 6 WHITE AVENUE RICHWOOD WV 26261		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: National Union Fire Co of Pittsburgh PA		19445
		INSURER B: WV Board of Risk and Insurance Management		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ WRONGFUL ACT ☒ PROFESSIONAL GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			L 9-464	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ INCLUDED GENERAL AGGREGATE \$ NONE PRODUCTS - COM/OP AGG \$ NONE \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			L 9-464	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A		L 9-464 STOP GAP	07/01/2021	07/01/2022	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SUBJECT TO THE PROVISIONS, CONDITIONS AND EXCLUSIONS OF THE POLICIES LISTED ABOVE, IT IS AGREED THAT THE CERTIFICATE HOLDER IS AN "ADDITIONAL INSURED" WITH RESPECTS TO: CITY OF RICHWOOD PREPARING TO CLOSE THE CITY'S COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2021 A (WEST VIRGINIA DWTRF PROGRAM)

CERTIFICATE HOLDER

CANCELLATION

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY 1009 BULLITT STREET CHARLESTON, WV 25301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>M. Duke</i>

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GRANT AGREEMENT
(2014W-1529)

This Grant Agreement entered into by and between the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority"), at the direction of the WEST VIRGINIA INFRASTRUCTURE AND JOBS DEVELOPMENT COUNCIL (the "Council"), and the CITY OF RICHWOOD (the "Governmental Agency").

R E C I T A L S

WHEREAS, the Council has authorized the Authority to make a grant to the Governmental Agency in the amount not to exceed \$1,140,000, of which \$165,000 is for the bid overrun (the "Grant") for the purposes of the design, acquisition or construction of a project for which a preliminary application has been submitted and approved by the Council;

WHEREAS, the Governmental Agency wishes to accept the Grant upon such terms and conditions as are hereinafter set forth for the purposes of designing, acquiring or constructing the project described in Exhibit A attached hereto and incorporated herein by reference (the "Project");

WHEREAS, this Grant Agreement sets forth the Council, the Authority and the Governmental Agency's understandings and agreements with regard to the Grant.

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

T E R M S

1. Prior to the distribution of the Grant, the Governmental Agency shall provide the Authority with a Project budget and an anticipated monthly draw schedule reflecting the receipt dates and amounts from other funding sources. The Project budget shall not be amended unless the Governmental Agency has received the prior written consent of the Council.

2. The Region 4 Planning and Development Council (the "Regional Council") shall oversee the Project, as agreed to in the project administrator agreement, and shall coordinate with the Governmental Agency for the review and approval of distributions under the Grant. The Authority shall provide payments to the Regional Council which shall make payments directly to the vendors.

3. The Authority shall advance the Council's share of the Project costs from the Grant from time to time upon receipt of an approval resolution and a requisition evidencing the costs incurred, which requisition must be satisfactory to the Authority. Unless agreed to by the Council prior to the commencement of construction, the Grant shall be the last dollars expended on the Project.

4. The monthly requisition will also set forth (i) the amounts requested for that requisition period from all other funding agencies, and (ii) the amounts advanced for the Project to date from all other funding agencies.

5. The Governmental Agency will use the proceeds of the Grant only for the purposes specifically set forth in Exhibit A.

6. The Authority shall wire the approved requisition amount using the wiring instructions provided in Exhibit B, unless the Council and Authority are provided replacement instructions in writing by the Regional Council.

7. The Governmental Agency shall comply with and is bound by the Council's rules set forth as Title 167, Series 1 and more particularly Section 5.9 with respect to the sale of the Project.

8. The Governmental Agency acknowledges that the Grant may be reduced, from time to time, to reflect actual Project costs and availability of other funding.

9. The Governmental Agency shall list the Grant provided by the Authority and the Council in any press release, publication, program bulletin, sign or other public communication that references the Project, including but not limited to any program document distributed in conjunction with any groundbreaking or dedication of the Project.

10. The Governmental Agency has provided the Authority and Council the verification required by (d)(2)(A) of Chapter 12, Article 4, Section 14 of the West Virginia Code (the "Reporting Act"). The Governmental Agency shall and hereby agrees and covenants to comply with the audit and/or agreed upon procedure requirement of the Reporting Act, Legislative Rule Title 148, Section 18 and State Auditor and Chief Inspector guidance. The Governmental Agency shall and agrees to file with the Authority and Council the reports and sworn statements required by (b)(3) of the Reporting Act within two years of the end of each fiscal year in which disbursements are made under this Grant. The reports shall be made by an independent certified public accountant at the sole cost of the Governmental Agency. NOTICE: The Authority is required to report the failure to timely file the reports and sworn statement of expenditures to the West Virginia State Auditor. The Authority shall maintain copies of the reports and sworn statements and shall make them available for public inspection.

11. The verification form attached as Exhibit C must be completed and returned to the Authority prior to the closing of the Grant.

12. This Grant Agreement will expire 24 months after the date of execution by the Authority unless extended at the direction of Council.

13. This Grant Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one in the same instrument.

14. This Grant Agreement shall be governed by the laws of the State of West Virginia.

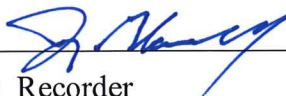
IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be executed by the respective duly authorized officers as of the date executed below by the Authority.

CITY OF RICHWOOD

By: 
Its: Mayor
Date: June 16, 2022

(SEAL)

Attest:


Its: Recorder

WEST VIRGINIA WATER
DEVELOPMENT AUTHORITY

By: 
Its: Executive Director
Date: June 16, 2022

(SEAL)

Attest:


Its: Authorized Officer

Exhibit A

Project Description (IJDC 2014W-1529)

The Project consists of acquisition and construction of extending public water service to the Hinkle Mountain/Little Laurel communities, and all necessary appurtenances thereto.

Number of Proposed New Customers to Be Served: 118

Location: Hinkle Mountain/Little Laurel areas of Richwood, Nicholas County

Governmental Agency:	City of Richwood
Address:	6 White Avenue, Richwood, WV 26261
Grant Amount:	Up to \$1,140,000
Fiscal Year:	July 1 – June 30
FEIN:	55-6010086

Special Condition – The \$165,000 bid overrun amount shall only be used for the specific items approved by the Funding Committee unless otherwise approved by Council.

Exhibit B

[TO BE PLACED ON LETTERHEAD]

Wiring Instructions

**CITY OF RICHWOOD
2014W-1529**

Payor:	West Virginia Infrastructure & Jobs Development Council
Source:	Grant Proceeds
Amount:	\$ _____
Date:	_____
Form:	Electronic Funds Transfer
Payee:	Region 4 Planning and Development Council
	885 Broad Street, Suite 100
	Summersville, WV 26651
Contact Name:	Cassie Lawson
Telephone:	(304) 872-4970
Bank Name:	_____
Bank Street Address:	_____
Bank Contact:	_____
Telephone:	(304) _____
ABA:	_____
Account #:	_____
Account Name:	_____

Exhibit C

STATE GRANT AWARD
VERIFICATION
(WVIJDC # 2014W-1529)

Gary Johnson Under penalty of law for false swearing (WV Code §61-5-3), the undersigned, an authorized representative of the City of Richwood certifies that by signing this sworn statement, the City of Richwood and all related parties have filed all reports and sworn statements of expenditure for state grants received as required by West Virginia Code Chapter 12, Article 4, Section 14.

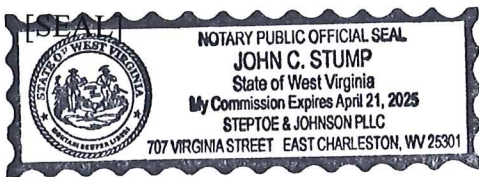
Witness my signature this 2nd day of June, 2022.

By: Gary Johnson
Print Name Gary Johnson
Print Title Mayor.

STATE OF WEST VIRGINIA
COUNTY OF Nicholas

The foregoing instrument was subscribed and sworn to me by Gary Johnson
on this 2nd day of June, 2022.

My commission expires: April 21, 2025



[Signature]
NOTARY PUBLIC

Notice of Subaward

Subrecipient Name:	Name of Federal Awarding Agency: Department of Treasury
Subrecipient's Unique Entity Identifier:	Federal Award Date:
Federal Award Identification Number (FAIN):	Name of Pass-Through Entity: State of West Virginia
Catalog of Federal Domestic Assistance (CFDA) Number: 21.027	Contact Information for Pass-Through Entity:
Program Name:	Subaward Period of Performance:
Total Amount of Federal Funds Obligated by this Agreement:	Total Amount of Federal Funds obligated to the Subrecipient:
Federal Award Project Description: Coronavirus State and Local Fiscal Recovery Fund	
Approved Budget Categories:	
Is the award for Research and Development (R&D)? No	Subrecipient's Indirect Cost Rate for federal award:
Terms & Conditions: See attached Economic Enhancement Grant Agreement	
Incorporated Documents: 1. Notice of Subaward 2. West Virginia Water Development Authority Economic Enhancement Grant Agreement 3. Exhibit A – Project Description 4. Exhibit B – Wiring Instructions 5. Exhibit C – State Grant Award Verification	

**WEST VIRGINIA WATER DEVELOPMENT AUTHORITY
ECONOMIC ENHANCEMENT GRANT AGREEMENT
(IJDC # 2014W-1529 / SAM.gov # 74V89 / UEI # PP2GNMMHCMZ1)**

This Grant Agreement entered into by and between the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the “Authority”) and the CITY OF RICHWOOD (the “Grantee”).

RECITALS

WHEREAS, West Virginia Code 22C-1-6a authorized the Authority to create the West Virginia Economic Enhancement Grant Fund (the “EEG Fund”) and on April 25, 2022, the Legislature passed HB217 which appropriated funds to the EEG Fund from certain American Rescue Plan Act (“ARPA”) funds received by the State of West Virginia (“HB217”);

WHEREAS, the West Virginia Water Development Board (the “Board”) has reviewed the application of the Grantee and has authorized the Authority to make a grant to the Grantee in the amount not to exceed \$1,854,176, the bid overrun (the “Grant”) for the purposes of covering the bid overrun for the construction of extending public water service to the Hinkle Mountain/Little Laurel communities (the “Project”) at total estimated cost of \$12,129,565.11, and which will also be funded by a grant from U.S. Army Corps of Engineers, Small Cities Block Grant, a grant from the West Virginia Infrastructure and Jobs Development Council, County Commission ARPA allocation, and West Virginia Bureau for Public Health DWTRF Loans;

WHEREAS, the Grantee wishes to accept the Grant upon such terms and conditions as are hereinafter set forth for the purposes of designing, acquiring or constructing the Project described in Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, this Grant Agreement sets forth the Authority and the Grantee’s understandings and agreements with regard to the Grant.

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

TERMS

1. Prior to the distribution of the Grant, the Grantee shall provide the Authority with a Project budget and an anticipated monthly draw schedule reflecting the receipt dates and amounts from other funding sources. The Project budget shall not be amended unless the Grantee has received the prior written consent of the Authority.

2. The Region 4 Planning and Development Council (the “Regional Council”) shall oversee the Project, as agreed to in the project administrator agreement, and shall coordinate with the Grantee for the review and approval of distributions under the Grant. The

Authority shall provide payments to the Regional Council which shall make payments directly to the vendors.

3. The Authority shall advance its share of the Project costs from the Grant from time to time upon receipt of an approval resolution and a requisition evidencing the costs incurred (with detailed invoices showing actual expenditures), which requisition must be satisfactory to the Authority.

4. The monthly requisition will also set forth (i) the amounts requested for that requisition period from all other funding agencies, and (ii) the amounts advanced for the Project to date from all other funding agencies.

5. The Grantee will use the proceeds of the Grant only for the purposes specifically set forth in Exhibit A.

6. The Authority shall wire the approved requisition amount using the wiring instructions provided in Exhibit B, unless the Authority are provided replacement instructions in writing by the Regional Council.

7. The Grantee shall comply with all guidelines developed by the Authority and shall reimburse the Authority if the Grantee sells the Project.

8. The Grantee acknowledges that the Grant may be reduced, from time to time, to reflect actual Project costs and availability of other funding.

9. The Grantee shall list the Grant provided by the Authority in any press release, publication, program bulletin, sign or other public communication that references the Project, including but not limited to any program document distributed in conjunction with any groundbreaking or dedication of the Project.

10. The Grantee has provided the Authority the verification required by (d)(2)(A) of Chapter 12, Article 4, Section 14 of the West Virginia Code (the "Reporting Act"). The Grantee shall and hereby agrees and covenants to comply with the audit and/or agreed upon procedure requirement of the Reporting Act, Legislative Rule Title 148, Section 18 and State Auditor and Chief Inspector guidance. The Grantee shall and agrees to file with the Authority and Council the reports and sworn statements required by (b)(3) of the Reporting Act within two years of the end of each fiscal year in which disbursements are made under this Grant. The reports shall be made by an independent certified public accountant at the sole cost of the Grantee. NOTICE: The Authority is required to report the failure to timely file the reports and sworn statement of expenditures to the West Virginia State Auditor. The Authority shall maintain copies of the reports and sworn statements and shall make them available for public inspection.

11. The verification form attached as Exhibit C must be completed and returned to the Authority prior to the closing of the Grant.

12. The Grantee shall comply with applicable ARPA assistance regulations (2 CFR Part 200). All procurements conducted with Grant funds must comply with Procurement Standards of 2 CFR 200.317 through 200.326, as applicable.

13. The Grantee agrees to comply with all applicable Federal and State laws and requirements, including 2 CFR Part 200.

14. The Grantee shall comply with the internal control requirements specified at 2 CFR § 200.303 and will comply with 2 CFR Part 200, Subpart E, Audit Requirements.

15. This Grant Agreement will expire 24 months after the date of execution by the Authority unless extended at the direction of Board.

16. This Grant Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one in the same instrument.

17. This Grant Agreement shall be governed by the laws of the State of West Virginia.

[Remainder of page intentionally left blank.]

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

CITY OF RICHWOOD

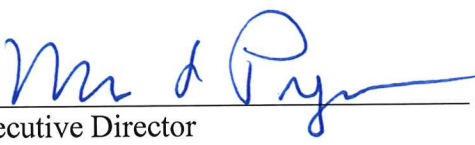
By: 
Its: Mayor
Date: June 16, 2022

(SEAL)

Attest:


Its: Recorder

WEST VIRGINIA WATER
DEVELOPMENT AUTHORITY

By: 
Its: Executive Director
Date: June 16, 2022

(SEAL)

Attest:


Its: Authorized Officer

Exhibit A

Project Description

(IJDC # 2014W-1529 / SAM.gov # 74V89 / UEI # PP2GNMMHCMZ1)

The Project consists of acquisition and construction of extending public water service to the Hinkle Mountain/Little Laurel communities, and all necessary appurtenances thereto.

Number of Proposed New Customers to Be Served: 118

Location: Hinkle Mountain/Little Laurel areas of Richwood, Nicholas County

Grantee:	City of Richwood
Address:	6 White Avenue, Richwood, WV 26261
Grant Amount:	Up to \$1,854,176
Fiscal Year:	July 1 – June 30
FEIN:	55-6010086

Special Condition – The \$1,854,176 bid overrun grant shall only be used for the specific items approved by the Authority and that are ARPA eligible.

Exhibit B

[TO BE PLACED ON LETTERHEAD]

Wiring Instructions

CITY OF RICHWOOD

(IJDC # 2014W-1529 / SAM.gov # 74V89 / UEI # PP2GNMMHCMZ1)

Payor:	West Virginia Water Development Authority
Source:	Grant Proceeds
Amount:	\$ _____
Date:	_____
Form:	Electronic Funds Transfer
Payee:	Region 4 Planning and Development Council
	885 Broad Street, Suite 100
	Summersville, WV 26651
Contact Name:	Cassie Lawson
Telephone:	(304) 872-4970
Bank Name:	_____
Bank Street Address:	_____
Bank Contact:	_____
Telephone:	(304) _____
ABA:	_____
Account #:	_____
Account Name:	_____

Exhibit C

STATE GRANT AWARD
VERIFICATION

(IJDC # 2014W-1529 / SAM.gov # 74V89 / UEI # PP2GNMMHCMZ1)

Cary Johnson Under penalty of law for false swearing (WV Code §61-5-3), the undersigned, an authorized representative of the City of Richwood, certifies that by signing this sworn statement, the City of Richwood and all related parties have filed all reports and sworn statements of expenditure for state grants received as required by West Virginia Code Chapter 12, Article 4, Section 14.

Witness my signature this 2nd day of June, 2022.

By: Cary Johnson
Print Name Cary Johnson
Print Title Mayor

STATE OF WEST VIRGINIA
COUNTY OF Nicholas

The foregoing instrument was subscribed and sworn to me by Cary Johnson
on this 2nd day of June, 2022.

My commission expires: April 21, 2025



John C. Stump
NOTARY PUBLIC



Chase Tower, 17th Floor
P.O. Box 1588
Charleston, WV 25326-1588
(304) 353-8000 (304) 933-8704 Fax
www.stepToe-johnson.com

Writer's Contact Information

CLOSING MEMORANDUM

To: Financing Team

From: John C. Stump, Esquire

Date: June 16, 2022

Re: City of Richwood
Combined Waterworks and Sewerage System Revenue Bonds, Series 2022 A (West Virginia DWTRF Program); and
Combined Waterworks and Sewerage System Revenue Bonds, Series 2022 B (West Virginia DWTRF Program/Forgivable)

Project No.: 2014W-1529

DISBURSEMENTS TO THE CITY OF RICHWOOD

A.

1. Payor: West Virginia Bureau for Public Health
Source: Series 2022 A Bonds
Amount: \$196,411
Form: Wire Transfer
Payee: City of Richwood
6 White Avenue, Richwood, West Virginia
Bank: First Community Bank
16 Red Oak Drive, Craigsville, WV 26205
ABA: 051501299
Account No.: 0010920841
Contact: Chris McKenzie, 304.742.5101
2. Payor: West Virginia Bureau for Public Health
Source: Series 2022 B Bonds
Amount: \$0.00
Form: Wire Transfer
Payee: City of Richwood
6 White Avenue, Richwood, West Virginia
Bank: First Community Bank
16 Red Oak Drive, Craigsville, WV 26205
ABA: 051501299
Account No.: 0010920841
Contact: Chris McKenzie, 304.742.5101

**RESOLUTION OF THE CITY OF RICHWOOD APPROVING INVOICES RELATING TO SERVICES FOR THE
HINKLE MOUNTAIN/LITTLE LAUREL WATERLINE EXTENSION PROJECT AND AUTHORIZING PAYMENT THEREOF,**

WHEREAS, the City of Richwood has reviewed the invoices attached hereto and incorporated herein by reference relating to the Hinkle Mountain/Little Laurel Waterline Extension Project and finds as follows:

- a) That none of the items for which the payment is proposed to be made has formed the basis for any disbursement heretofore made.
- b) That each item for which the payment is proposed to be paid is or was necessary in connection with the project and constitutes a cost of the project.
- c) That each of such costs has been otherwise properly incurred.
- d) That payment for each of the items proposed is due and owing as the date hereof.

WHEREAS, the City of Richwood will deposit the funds into the Hinkle Mountain/Little Laurel Water Project account and will apply said proceeds to the payment of eligible invoices received by the City of Richwood.

NOW, THEREFORE, BE IT RESOLVED by the City of Richwood as follows: There is hereby authorized and directed the payment of the attached invoices as follows:

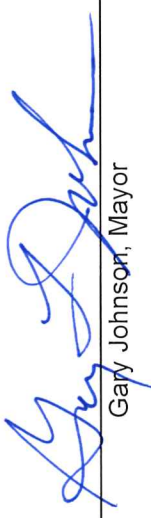
VENDOR	Total	SCBG	IJDC D3 Grant & Overrun	NCC APRA	DWTRF PF	DWTRF Loan	WDA EEG
ENGINEERING							
Thompson & Litton 726 Auburn Avenue Radford, VA 24141	\$21,174.99	\$0.00	\$0.00	\$0.00	\$0.00	\$21,174.99	\$0.00
Invoice #101223 HM Bidding \$6,903.04 Invoice #101225 LST Bidding \$461.37 Invoice #101226 WP Bidding \$270.57 Invoice #101559 HM Bidding \$11,096.96 Invoice #101560 LST Bidding \$1,375.00 Invoice #101561 WTP Bidding \$1,068.05							
LEGAL – LOCAL/PSC							
Bowles Rice, Attorneys at Law P.O. Box 1386 Charleston, WV 25325 Invoice #1161353	\$97,712.41	\$0.00	\$0.00	\$0.00	\$0.00	\$97,712.41	\$0.00

VENDOR	Total	SCBG	IJDC D3 Grant & Overrun	NCC APRA	DWTRF PF	DWTRF Loan	WDA EEG
ACCOUNTING							
Smith Cochran Hicks, PLLC 3510 MacCorkle Avenue, SE Charleston WV 25304 <i>Invoice dated May 31, 2022</i>	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00	\$0.00
PERMITS – REIMBURSEMENT							
Region 4 Planning and Development Council 885 Broad Street, Suite 100 Summersville, WV 26651 <i>HD Media Invoice #128241 for readvertisement of Contract 3 \$260.88 Nicholas Chronicle Invoice #16493 for original Bid Ad \$519.12 Nicholas Chronicle Invoice #16661 for readvertisement of Contract 3 \$242.97</i>	\$1,022.97	\$0.00	\$0.00	\$0.00	\$0.00	\$1,022.97	\$0.00
BOND COUNSEL							
Steptoe & Johnson, PLLC Attention: John C. Stump P.O. Box 1588 Charleston, WV 25326 <i>Invoice dated June 16, 2022</i>	\$56,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56,000.00	\$0.00
REGISTRAR							
United Bank Corporate Trust Department P.O. Box 393 Charleston, WV <i>Invoice dated June 16, 2022</i>	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	\$0.00
<i>Rounding</i>	\$.63	\$0.00	\$0.00	\$0.00	\$0.00	\$.63	\$0.00
TOTAL	\$196,411.00	\$0.00	\$0.00	\$0.00	\$0.00	\$196,411.00	\$0.00

ADOPTED BY THE CITY OF RICHWOOD, at the meeting held on the 2nd day of June 2022.

City of Richwood

City of Richwood

By: 
Gay Johnson, Mayor

By: 
Jimmy Gladwell, Recorder

EXPENDITURE SCHEDULE #1

City of Richwood - Hinkle Mountain/Little Laurel Water Extension

June 2, 2022

Page 1	As Per		Revised	Paid Prior To	Requested	Paid to Date	Remaining
NCC Design Grant	Schedule B	Adjustments	Budget	This Draw	This Draw	(Column 4 + 5)	(Column 3 - 6)
1. Construction Costs							
Contract 1 - Little Laurel Ext.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 2 - Hinkle Mountain Ext.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 3 - Hinkle Mountain Tank	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 4 - Water Plant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2. Technical Services							
Report Phase	728.35	0.00	728.35	728.35	0.00	728.35	0.00
Preliminary Design	29,867.91	0.00	29,867.91	29,867.91	0.00	29,867.91	0.00
Final Design	44,181.07	0.00	44,181.07	44,181.07	0.00	44,181.07	0.00
Bidding/Negotiation	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Admin	0.00	0.00	0.00	0.00	0.00	0.00	0.00
RPR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Special Services	11,439.12	0.00	11,439.12	11,439.12	0.00	11,439.12	0.00
3. Legal Services							
Local Counsel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PSC Counsel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Administrative Services							
Accounting	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Administration	5,048.14	0.00	5,048.14	5,048.14	0.00	5,048.14	0.00
USACE Admin	8,735.41	0.00	8,735.41	8,243.04	0.00	8,243.04	492.37
5. Land & ROW							
Sites & Lands	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6. Permits & Fees							
Permit & Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7. Financing							
Bond Counsel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Registrar	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Totals	100,000.00	0.00	100,000.00	99,507.63	0.00	99,507.63	492.37

EXPENDITURE SCHEDULE #1

City of Richwood - Hinkle Mountain/Little Laurel Water Extension

June 2, 2022

Page 2

USACE

	As Per Schedule B	Adjustments	Revised Budget	Paid Prior To This Draw	Requested This Draw	Paid to Date (Column 4 + 5)	Remaining (Column 3 - 6)
1. Construction Costs							
Contract 1 - Little Laurel Ext.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 2 - Hinkle Mountain Ext.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 3 - Hinkle Mountain Tank	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 4 - Water Plant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2. Technical Services							
Report Phase	5,385.05	0.00	5,385.05	5,385.05	0.00	5,385.05	0.00
Preliminary Design	85,218.69	0.00	85,218.69	85,218.69	0.00	85,218.69	0.00
Final Design	53,523.65	0.00	53,523.65	53,523.65	0.00	53,523.65	0.00
Bidding/Negotiation	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Admin	0.00	0.00	0.00	0.00	0.00	0.00	0.00
RPR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Special Services	1,263.87	0.00	1,263.87	1,263.87	0.00	1,263.87	0.00
3. Legal Services							
Local Counsel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PSC Counsel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Administrative Services							
Accounting	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Administration	15,144.42	0.00	15,144.42	15,144.42	0.00	15,144.42	0.00
USACE Admin	39,464.32	0.00	39,464.32	24,728.96	0.00	24,728.96	14,735.36
5. Land & ROW							
Sites & Lands	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6. Permits & Fees							
Permit & Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7. Financing							
Bond Counsel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Registrar	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Totals	200,000.00	0.00	200,000.00	185,264.64	0.00	185,264.64	14,735.36

EXPENDITURE SCHEDULE #1

City of Richwood - Hinkle Mountain/Little Laurel Water Extension

June 2, 2022

Page 3

WVIJDC Soft Cost Grant	As Per Schedule B	Adjustments	Revised Budget	Paid Prior To This Draw	Requested This Draw	Paid to Date (Column 4 + 5)	Remaining (Column 3 - 6)
1. Construction Costs							
Contract 1 - Little Laurel Ext.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 2 - Hinkle Mountain Ext.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 3 - Hinkle Mountain Tank	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 4 - Water Plant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2. Technical Services							
Report Phase	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Preliminary Design	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Final Design	0.21	0.00	0.21	0.21	0.00	0.21	0.00
Bidding/Negotiation	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Admin	0.00	0.00	0.00	0.00	0.00	0.00	0.00
RPR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Special Services	14,999.79	0.00	14,999.79	14,999.79	0.00	14,999.79	0.00
3. Legal Services							
Local Counsel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PSC Counsel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Administrative Services							
Accounting	10,000.00	0.00	10,000.00	10,000.00	0.00	10,000.00	0.00
Administration	0.00	0.00	0.00	0.00	0.00	0.00	0.00
USACE Admin	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5. Land & ROW							
Sites & Lands	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6. Permits & Fees							
Permit & Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7. Financing							
Bond Counsel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Registrar	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Totals	25,000.00	0.00	25,000.00	25,000.00	0.00	25,000.00	0.00

EXPENDITURE SCHEDULE #1

City of Richwood - Hinkle Mountain/Little Laurel Water Extension

June 2, 2022

Page 4

CDBG

	As Per Schedule B	Adjustments	Revised Budget	Paid Prior To This Draw	Requested This Draw	Paid to Date (Column 4 + 5)	Remaining (Column 3 - 6)
1. Construction Costs							
Contract 1 - Little Laurel Ext.	895,856.23	0.00	895,856.23	0.00	0.00	0.00	895,856.23
Contract 2 - Hinkle Mountain Ext.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 3 - Hinkle Mountain Tank	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 4 - Water Plant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2. Technical Services							
Report Phase	75,273.23	0.00	75,273.23	69,233.25	0.00	69,233.25	6,039.98
Preliminary Design	38,080.40	0.00	38,080.40	38,080.40	0.00	38,080.40	0.00
Final Design	146,146.07	0.00	146,146.07	146,146.07	0.00	146,146.07	0.00
Bidding/Negotiation	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Admin	0.00	0.00	0.00	0.00	0.00	0.00	0.00
RPR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Special Services	220,159.27	0.00	220,159.27	214,251.27	0.00	214,251.27	5,908.00
3. Legal Services							
Local Counsel	37,287.59	0.00	37,287.59	37,287.59	0.00	37,287.59	0.00
PSC Counsel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Administrative Services							
Accounting	25,000.00	0.00	25,000.00	25,000.00	0.00	25,000.00	0.00
Administration	6,213.52	0.00	6,213.52	6,213.52	0.00	6,213.52	0.00
USACE Admin	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5. Land & ROW							
Sites & Lands	52,492.30	0.00	52,492.30	34,692.30	0.00	34,692.30	17,800.00
6. Permits & Fees							
Permit & Fees	3,491.39	0.00	3,491.39	2,955.82	0.00	2,955.82	535.57
7. Financing							
Bond Counsel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Registrar	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Totals	1,500,000.00	0.00	1,500,000.00	573,860.22	0.00	573,860.22	926,139.78

EXPENDITURE SCHEDULE #1

City of Richwood - Hinkle Mountain/Little Laurel Water Extension

June 2, 2022

Page 5	As Per		Revised	Paid Prior To	Requested	Paid to Date	Remaining
WVIJDC District 3 Grant	Schedule B	Adjustments	Budget	This Draw	This Draw	(Column 4 + 5)	(Column 3 - 6)
1. Construction Costs							
Contract 1 - Little Laurel Ext.	333,475.95	0.00	333,475.95	0.00	0.00	0.00	333,475.95
Contract 2 - Hinkle Mountain Ext.	161,184.16	0.00	161,184.16	0.00	0.00	0.00	161,184.16
Contract 3 - Hinkle Mountain Tank	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 4 - Water Plant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Contingency	480,339.89	0.00	480,339.89	0.00	0.00	0.00	480,339.89
2. Technical Services							
Report Phase	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Preliminary Design	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Final Design	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bidding/Negotiation	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Admin	0.00	0.00	0.00	0.00	0.00	0.00	0.00
RPR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Special Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3. Legal Services							
Local Counsel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PSC Counsel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Administrative Services							
Accounting	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Administration	0.00	0.00	0.00	0.00	0.00	0.00	0.00
USACE Admin	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5. Land & ROW							
Sites & Lands	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6. Permits & Fees							
Permit & Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7. Financing							
Bond Counsel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Registrar	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Totals	975,000.00	0.00	975,000.00	0.00	0.00	0.00	975,000.00

EXPENDITURE SCHEDULE #1

City of Richwood - Hinkle Mountain/Little Laurel Water Extension

June 2, 2022

Page 6	As Per		Revised	Paid Prior To	Requested	Paid to Date	Remaining
NCC ARPA Grant	Schedule B	Adjustments	Budget	This Draw	This Draw	(Column 4 + 5)	(Column 3 - 6)
1. Construction Costs							
Contract 1 - Little Laurel Ext.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 2 - Hinkle Mountain Ext.	750,000.00	0.00	750,000.00	0.00	0.00	0.00	750,000.00
Contract 3 - Hinkle Mountain Tank	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 4 - Water Plant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2. Technical Services							
Report Phase	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Preliminary Design	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Final Design	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bidding/Negotiation	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Admin	0.00	0.00	0.00	0.00	0.00	0.00	0.00
RPR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Special Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3. Legal Services							
Local Counsel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PSC Counsel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Administrative Services							
Accounting	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Administration	0.00	0.00	0.00	0.00	0.00	0.00	0.00
USACE Admin	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5. Land & ROW							
Sites & Lands	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6. Permits & Fees							
Permit & Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7. Financing							
Bond Counsel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Registrar	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Totals	750,000.00	0.00	750,000.00	0.00	0.00	0.00	750,000.00

EXPENDITURE SCHEDULE #1

City of Richwood - Hinkle Mountain/Little Laurel Water Extension

June 2, 2022

Page 7	As Per		Revised	Paid Prior To	Requested	Paid to Date	Remaining
DWTRF Principal Forgiveness	Schedule B	Adjustments	Budget	This Draw	This Draw	(Column 4 + 5)	(Column 3 - 6)
1. Construction Costs							
Contract 1 - Little Laurel Ext.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 2 - Hinkle Mountain Ext.	1,500,000.00	0.00	1,500,000.00	0.00	0.00	0.00	1,500,000.00
Contract 3 - Hinkle Mountain Tank	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 4 - Water Plant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2. Technical Services							
Report Phase	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Preliminary Design	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Final Design	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bidding/Negotiation	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Admin	0.00	0.00	0.00	0.00	0.00	0.00	0.00
RPR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Special Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3. Legal Services							
Local Counsel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PSC Counsel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Administrative Services							
Accounting	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Administration	0.00	0.00	0.00	0.00	0.00	0.00	0.00
USACE Admin	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5. Land & ROW							
Sites & Lands	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6. Permits & Fees							
Permit & Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7. Financing							
Bond Counsel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Registrar	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Totals	1,500,000.00	0.00	1,500,000.00	0.00	0.00	0.00	1,500,000.00

EXPENDITURE SCHEDULE #1

City of Richwood - Hinkle Mountain/Little Laurel Water Extension

June 2, 2022

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DWTRF Loan

	As Per		Revised	Paid Prior To	Requested	Paid to Date	Remaining
	Schedule B	Adjustments	Budget	This Draw	This Draw	(Column 4 + 5)	(Column 3 - 6)
1. Construction Costs							
Contract 1 - Little Laurel Ext.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 2 - Hinkle Mountain Ext.	2,745,951.84	0.00	2,745,951.84	0.00	0.00	0.00	2,745,951.84
Contract 3 - Hinkle Mountain Tank	1,201,116.00	0.00	1,201,116.00	0.00	0.00	0.00	1,201,116.00
Contract 4 - Water Plant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2. Technical Services							
Report Phase	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Preliminary Design	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Final Design	3,000.00	0.00	3,000.00	0.00	0.00	0.00	3,000.00
Bidding/Negotiation	48,000.00	0.00	48,000.00	0.00	21,174.99	21,174.99	26,825.01
Construction Admin	126,000.00	0.00	126,000.00	0.00	0.00	0.00	126,000.00
RPR	531,000.00	0.00	531,000.00	0.00	0.00	0.00	531,000.00
Special Services	20,356.95	0.00	20,356.95	0.00	0.00	0.00	20,356.95
3. Legal Services							
Local Counsel	52,712.41	0.00	52,712.41	0.00	42,712.41	42,712.41	10,000.00
PSC Counsel	55,000.00	0.00	55,000.00	0.00	55,000.00	55,000.00	0.00
4. Administrative Services							
Accounting	20,000.00	0.00	20,000.00	0.00	20,000.00	20,000.00	0.00
Administration	148,593.92	0.00	148,593.92	0.00	0.00	0.00	148,593.92
USACE Admin	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5. Land & ROW							
Sites & Lands	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6. Permits & Fees							
Permit & Fees	51,658.88	0.00	51,658.88	0.00	1,022.97	1,022.97	50,635.91
7. Financing							
Bond Counsel	56,000.00	0.00	56,000.00	0.00	56,000.00	56,000.00	0.00
Registrar	1,000.00	0.00	1,000.00	0.00	500.00	500.00	500.00
Totals	5,060,390.00	0.00	5,060,390.00	0.00	196,410.37	196,410.37	4,863,979.63

EXPENDITURE SCHEDULE #1

City of Richwood - Hinkle Mountain/Little Laurel Water Extension

June 2, 2022

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WVIJDC Overrun

	As Per Schedule B	Adjustments	Revised Budget	Paid Prior To This Draw	Requested This Draw	Paid to Date (Column 4 + 5)	Remaining (Column 3 - 6)
1. Construction Costs							
Contract 1 - Little Laurel Ext.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 2 - Hinkle Mountain Ext.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 3 - Hinkle Mountain Tank	165,000.00	0.00	165,000.00	0.00	0.00	0.00	165,000.00
Contract 4 - Water Plant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2. Technical Services							
Report Phase	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Preliminary Design	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Final Design	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bidding/Negotiation	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Admin	0.00	0.00	0.00	0.00	0.00	0.00	0.00
RPR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Special Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3. Legal Services							
Local Counsel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PSC Counsel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Administrative Services							
Accounting	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Administration	0.00	0.00	0.00	0.00	0.00	0.00	0.00
USACE Admin	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5. Land & ROW							
Sites & Lands	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6. Permits & Fees							
Permit & Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7. Financing							
Bond Counsel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Registrar	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Totals	165,000.00	0.00	165,000.00	0.00	0.00	0.00	165,000.00

EXPENDITURE SCHEDULE #1

City of Richwood - Hinkle Mountain/Little Laurel Water Extension

June 2, 2022

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WDA EEG

	As Per		Revised	Paid Prior To	Requested	Paid to Date	Remaining
	Schedule B	Adjustments	Budget	This Draw	This Draw	(Column 4 + 5)	(Column 3 - 6)
1. Construction Costs							
Contract 1 - Little Laurel Ext.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 2 - Hinkle Mountain Ext.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract 3 - Hinkle Mountain Tank	209,596.00	0.00	209,596.00	0.00	0.00	0.00	209,596.00
Contract 4 - Water Plant	1,644,580.00	0.00	1,644,580.00	0.00	0.00	0.00	1,644,580.00
Construction Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2. Technical Services							
Report Phase	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Preliminary Design	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Final Design	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bidding/Negotiation	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Construction Admin	0.00	0.00	0.00	0.00	0.00	0.00	0.00
RPR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Special Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3. Legal Services							
Local Counsel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PSC Counsel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Administrative Services							
Accounting	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Administration	0.00	0.00	0.00	0.00	0.00	0.00	0.00
USACE Admin	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5. Land & ROW							
Sites & Lands	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6. Permits & Fees							
Permit & Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7. Financing							
Bond Counsel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Registrar	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Totals	1,854,176.00	0.00	1,854,176.00	0.00	0.00	0.00	1,854,176.00

EXPENDITURE SCHEDULE #52

City of Richwood - Hinkle Mountain/Little Laurel Water Extension

June 2, 2022

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Summary

	As Per Schedule B	Adjustments	Revised Budget	Paid Prior To This Draw	Requested This Draw	Paid to Date (Column 4 + 5)	Remaining (Column 3 - 6)
1. Construction Costs							
Contract 1 - Little Laurel Extension	1,229,332.18	0.00	1,229,332.18	0.00	0.00	0.00	1,229,332.18
Contract 2 - Hinkle Mountain Extension	5,157,136.00	0.00	5,157,136.00	0.00	0.00	0.00	5,157,136.00
Contract 3 - Hinkle Mountain Tank	1,575,712.00	0.00	1,575,712.00	0.00	0.00	0.00	1,575,712.00
Contract 4 - Water Plant	1,644,580.00	0.00	1,644,580.00	0.00	0.00	0.00	1,644,580.00
Construction Contingency	480,339.89	0.00	480,339.89	0.00	0.00	0.00	480,339.89
2. Technical Services							
Report Phase (02)	81,386.63	0.00	81,386.63	75,346.65	0.00	75,346.65	6,039.98
Preliminary Design (08)	153,167.00	0.00	153,167.00	153,167.00	0.00	153,167.00	0.00
Final Design (11)	246,851.00	0.00	246,851.00	243,851.00	0.00	243,851.00	3,000.00
Bidding/Negotiation (15)	48,000.00	0.00	48,000.00	0.00	21,174.99	21,174.99	26,825.01
Construction Admin (17)	126,000.00	0.00	126,000.00	0.00	0.00	0.00	126,000.00
RPR (18)	531,000.00	0.00	531,000.00	0.00	0.00	0.00	531,000.00
Special Use Permit (48)	268,219.00	0.00	268,219.00	241,954.05	0.00	241,954.05	26,264.95
3. Legal Services							
Local Counsel	90,000.00	0.00	90,000.00	37,287.59	42,712.41	80,000.00	10,000.00
PSC Counsel	55,000.00	0.00	55,000.00	0.00	55,000.00	55,000.00	0.00
4. Administrative Services							
Accounting	55,000.00	0.00	55,000.00	35,000.00	20,000.00	55,000.00	0.00
Administration	175,000.00	0.00	175,000.00	26,406.08	0.00	26,406.08	148,593.92
USACE Admin	48,199.73	0.00	48,199.73	32,972.00	0.00	32,972.00	15,227.73
5. Land & ROW							
Sites & Lands	52,492.30	0.00	52,492.30	34,692.30	0.00	34,692.30	17,800.00
6. Permits & Fees							
Permit & Fees	55,150.27	0.00	55,150.27	2,955.82	1,022.97	3,978.79	51,171.48
8. Financing							
Bond Counsel	56,000.00	0.00	56,000.00	0.00	56,000.00	56,000.00	0.00
Registrar	1,000.00	0.00	1,000.00	0.00	500.00	500.00	500.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Totals	12,129,566.00	0.00	12,129,566.00	883,632.49	196,410.37	1,080,042.86	11,049,523.14



THOMPSON
& LITTON

Please Remit Payment To:
Thompson & Litton, Inc.
726 Auburn Avenue
Radford, VA 24141

City of Richwood, WV
Six White Avenue
P.O. Box 127
Richwood, WV 26261

March 31, 2022

Project No: 014654-15

Invoice No: 101223

Project 014654-15 City of Richwood-Hinkle-Bidding
Professional Services for the Period: March 1, 2022 to March 31, 2022

Total Fee	18,000.00		
Percent Complete	36.75	Total Earned	6,903.04
		Previous Fee Billing	0.00
		Current Fee Billing	6,903.04
		Total Fee	6,903.04
		Total Due This Invoice	<u><u>\$6,903.04</u></u>



THOMPSON
& LITTON

Please Remit Payment To:
Thompson & Litton, Inc.
726 Auburn Avenue
Radford, VA 24141

City of Richwood, WV
Six White Avenue
P.O. Box 127
Richwood, WV 26261

March 31, 2022

Project No: 014655-15

Invoice No: 101225

Project 014655-15 City of Richwood-Lynn St.-Bidding
Professional Services for the Period: March 1, 2022 to March 31, 2022

Total Fee	15,000.00		
Percent Complete	1.28	Total Earned	461.37
		Previous Fee Billing	0.00
		Current Fee Billing	461.37
		Total Fee	461.37
		Total Due This Invoice	<u><u>\$461.37</u></u>



THOMPSON
& LITTON

Please Remit Payment To:
Thompson & Litton, Inc.
726 Auburn Avenue
Radford, VA 24141

City of Richwood, WV
Six White Avenue
P.O. Box 127
Richwood, WV 26261

March 31, 2022

Project No: 014696-15

Invoice No: 101226

Project 014696-15 Water Plant Upgrade-Bidding
Professional Services for the Period: March 1, 2022 to March 31, 2022

Total Fee	15,000.00		
Percent Complete	1.80	Total Earned	270.57
		Previous Fee Billing	0.00
		Current Fee Billing	270.57
		Total Fee	270.57
		Total Due This Invoice	<u><u>\$270.57</u></u>



THOMPSON
& LITTON

Please Remit Payment To:
Thompson & Litton, Inc.
726 Auburn Avenue
Radford, VA 24141

City of Richwood, WV
Six White Avenue
P.O. Box 127
Richwood, WV 26261

April 30, 2022

Project No: 014654-15

Invoice No: 101559

Project 014654-15 City of Richwood-Hinkle-Bidding
Professional Services for the Period: April 1, 2022 to April 30, 2022

Total Fee	18,000.00		
Percent Complete	100.00	Total Earned	18,000.00
		Previous Fee Billing	6,903.04
		Current Fee Billing	11,096.96
		Total Fee	11,096.96
		Total Due This Invoice	<u><u>\$11,096.96</u></u>



THOMPSON
& LITTON

Please Remit Payment To:
Thompson & Litton, Inc.
726 Auburn Avenue
Radford, VA 24141

City of Richwood, WV
Six White Avenue
P.O. Box 127
Richwood, WV 26261

April 30, 2022

Project No: 014655-15

Invoice No: 101560

Project 014655-15 City of Richwood-Lynn St.-Bidding
Professional Services for the Period: April 1, 2022 to April 30, 2022

Total Fee	15,000.00		
Percent Complete	10.45	Total Earned	1,836.37
		Previous Fee Billing	461.37
		Current Fee Billing	1,375.00
		Total Fee	1,375.00
		Total Due This Invoice	<u>\$1,375.00</u>



THOMPSON
& LITTON

Please Remit Payment To:
Thompson & Litton, Inc.
726 Auburn Avenue
Radford, VA 24141

City of Richwood, WV
Six White Avenue
P.O. Box 127
Richwood, WV 26261

April 30, 2022
Project No: 014696-15
Invoice No: 101561

Project 014696-15 Water Plant Upgrade-Bidding
Professional Services for the Period: April 1, 2022 to April 30, 2022

Total Fee	15,000.00		
Percent Complete	8.92	Total Earned	1,338.62
		Previous Fee Billing	270.57
		Current Fee Billing	1,068.05
		Total Fee	1,068.05
		Total Due This Invoice	<u><u>\$1,068.05</u></u>

Bowles Rice

Attorneys at Law

P.O. BOX 1386 • CHARLESTON, WV 25325 • FEIN 55-0394186

City of Richwood
6 White Avenue
Richwood, WV 26261

Date: May 31, 2022
Invoice Number: 1161353

Matter Number: C6970.00003
Attorney Contact:
James Kelsh

INVOICE

File Name: HINKLE MOUNTAIN WATER PROJECT

Public Service Commission and Local Attorney Services

\$97,712.41

Total for this Invoice:

\$97,712.41

If you have questions concerning this invoice or need additional information, please contact our Accounting Department at (304) 347-1184 or accounting@bowlesrice.com.

City of Richwood
Matter Number: C6970.00003
Invoice Number: 1161353

Page 2
May 31, 2022

Summary Page

Public Service Commission and Local Attorney Services

\$97,712.41

Total for this Invoice:

\$97,712.41

*Please note that any payments received after the date of this invoice will not be reflected on the total amount due for this matter.

We offer three convenient ways to pay:

- To make an online payment, click on our Make A Payment link at www.bowlesrice.com. We accept MasterCard, Visa, Discover and American Express.
- To pay by check please make check payable to:
Bowles Rice LLP, P.O. Box 1386, Charleston, WV 25325-1386
- Credit Card

----- Please return this portion with your payment -----

Invoice Number: 1161353

Matter Number: C6970.00003

Payment Type: Check _____ Credit Card (Complete information below) _____

----- Credit Card Authorization -----

(Circle One) Visa / MasterCard / Discover / American Express Payment Amount \$ _____

Card Number: _____ Expiration Date: _____ / _____

Name on Card: _____ 3 Digit Security Code: _____

Street Address / Zip Code: _____
(Associated with card):

Telephone Number: _____ Date: _____

Authorized Signature: _____ Email: _____
(If receipt requested):



smithcochranhicks PLLC
CERTIFIED PUBLIC ACCOUNTANTS

May 31, 2022

CITY OF RICHWOOD WATER
4 WHITE AVENUE
RICHWOOD, WV 26261

Professional services rendered in connection with the Hinkle Mountain water project. Services include preparation and revisions of the Rule 42 exhibit. Filing with the WVPSC and the WVIJDC and final certification of rates and charges.

Fee \$20,000

Voucher

Date 4/27/2022

Vendor HD Media Company, LLC

Amount \$260.⁸⁸

Memo Advertisement for Bids

Due by _____

Inv # 128241

Acct# 65994

[illegible]

TOTAL 260.88

Prepared by _____

Approved for Payment _____

Date of Payment 5-9-22

Check Number 7780

Entered by the

REGION 4 PLANNING & DEVELOPMENT COUNCIL

H-D Media Company, LLC

5/9/2022

7780

Account: 65994 / Ad: 128241
Advertisement for Bids N-RW-001

260.88

Community Trust Ban Account: 65994 / Ad: 128241

260.88

32237883 2-23-10SP 8409



HD MEDIA COMPANY, LLC

• The Herald-Dispatch • Charleston Gazette-Mail
• The Logan Banner • Williamson Daily News
• Coal Valley News • The Lincoln Journal
• The Lincoln Sentinel • The Putnam Herald
• The Wayne County News • Tri-State Weekly
• Pulse • The Parthenon (Marshall University)

P.O. Box 2017 Huntington, WV 25720 - 2017 • Phone: 304-348-1224

Advertising Invoice

REGION IV PLANNING/DEVELOPMENT
885 BROAD ST # 100
SUMMERSVILLE, WV 26651

Acct#: 65994
Ad#: 128241
Phone#: 304-872-4970
Date: 04/27/2022

Salesperson: Janice Alston

Classification: Legal Notices

Ad Size: 1.0 x 232.00

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
Charleston Gazette Mail	04/29/2022	05/06/2022	2	130.44	260.88

Payment Information:

Date:	Order#	Type
04/26/2022	128241	BILLED ACCOUNT

Total Amount: 260.88

Amount Due: 260.88

Attention: Please return the top portion of this invoice with your payment including account and ad number.

Ad Copy

RECEIVED
MAY 09 2022
REGION 4 PLANNING &
DEVELOPMENT COUNCIL

**ADVERTISEMENT
FOR BID**

OWNER:

City of Richwood
6 White Avenue
Richwood, West Virginia
26261

ENGINEER:

Thompson & Litto, Inc.
P. O. Box 5427
Pinecon, West Virginia
24740

Sealed Bids for the construction of the City of Richwood - Hinkle Mountain Finished Water Storage Tank will be received by the City of Richwood at the offices of Bowles Rice located at 600 Quarrier Street, Charleston, West Virginia 25301 until 10:00 AM local time on May 9, 2022, at which time the Bids received will be publicly opened and read. The description of the Contract is as follows:

Contract No. 3 - Hinkle Mountain Finished Water Storage Tank

Contract No. 3 will consist of the installation of a new elevated 100,000 gallon potable water storage tank in Richwood, West Virginia, referred to as the "Hinkle Mountain Tank;" more specifically including but not limited to developing the tank site, providing and installing of a 100,000 gallon elevated potable water storage tank (approximately seventy (70) feet in height and twenty (20) to thirty (30) feet in diameter) it's foundation and all its appurtenances, constructing a gravel access road with drainage (approximately 1,250 feet in length) to the tank site, installation of approximately 1,175 feet of 8 inch PVC potable waterline from the proposed main to the proposed water storage tank, installation of chain link fencing and an access gate around the tank site, and installation of an underground electrical line to the tank site.

Copies of the Contract Documents (electronic and/or hard copy) are available for purchase through TRASCO at <http://www.trascoplanroom.com>.

BIDDERS on this work will be required to comply with the President's Executive Order No. 11246 and "HUD Section 109", which prohibits discrimination in employment regarding race, creed, color, sex, or national origin and requires certification of non-segregated facilities. Neither the United States nor any of its departments, agencies, or employees is or will be a party to this Advertisement for Bids

11-001.

Notice is hereby given that the City of Richwood has adopted goals for minority and female participation in the project work force. These goals are as follows:

Female Participation:
6.9 percent

Minority Participation:
4.2 percent

A five percent (5%) **BID BOND** must accompany all **BIDS**.

All **BIDDERS** must hold a current West Virginia Contractor's License on the date of bid opening.

No **BIDDER** may withdraw their bid for a period of ninety (90) days after the time of the opening of the Bids.

BIDDERS must comply with Title VI of the Civil Rights Act of 1964, the Davis-Bacon Wage Rates, the Copeland Anti-Kickback Act, the Contract Work Hours and Safety Standards Act, and the West Virginia Division of Labor Wage Rates.

DBE REQUIREMENTS

Each Bidder must fully comply with the requirements, terms, and conditions as set forth in the contract documents to achieve Disadvantaged Business Enterprise (DBE) participation during the performance of this contract. The bidder commits itself to the program for DBE participation and all other requirements, terms, and conditions of the bid conditions by submitting a properly signed bid.

The bidder agrees to make "good faith efforts" to subcontract a portion of the total value of the contract to Disadvantaged businesses. This shall be done in compliance with the six (6) good faith efforts as outlined in 40 CFR 31.36(e). Failure to demonstrate good faith efforts may lead to rejection of bids. For the purpose of this program, the term "subcontractor" includes all construction, modification, and service work contracted for by the bidder in the execution of the work under this contract.

NONDISCRIMINATION IN EMPLOYMENT

Bidders on this work will be required to comply with the President's Executive Order No. 11246. The requirements for bidders and contractors under this order are explained in the specifications.

All iron and steel products used in this project must be produced in the

Ad Number 128241

Affidavit of Legal Publication and Posting

STATE OF WEST VIRGINIA

COUNTY OF Kanawha, TO-WIT

I Janice Alston, Classified Advertising

Representative of the The Charleston Gazette-Mail, a newspaper

published in the county of Kanawha, West Virginia, hereby

certify that the annexed publication was inserted in said

newspaper The Charleston Gazette-Mail.

The cost of publishing said annexed advertisement

as aforesaid was \$ 260.88

Commencing On: 04/29/2022

Ending On: 05/06/2022

Given under my hand this day 05/06/2022

Sworn to and subscribed before me 05/06/2022
at Charleston, Kanawha County, West Virginia

Mary C. Smith

Notary Public of, in and for Kanawha County, West Virginia

MY COMMISSION EXPIRES: 6-16-24

[Signature]



Voucher

Date 3/31/2022 Vendor Nicholas Chronicle

Amount 519.¹² Memo Advertisement for Beds

Due by _____ Inv # 16493 N-RW-001
Acct# 1427

Acct#

[illegible]

TOTAL 519.12

Prepared by [Signature] Approved for Payment CRL [Signature]

Date of Payment: 4-6-22 Check Number 7488

Entered by th

REGION 4 PLANNING & DEVELOPMENT COUNCIL

The Nicholas Chronicle

4/6/2022

7488

Invoice: 16493
City of Richwood / Hinle Mountain-Little Laurel Waterl
Advertisement for Bids

519.12

Community Trust Ban Invoice: 16493

519.12

32237883 2-23-10SP 8409

Total Charges	\$519.12
Discount	
Payments Applied	
Total Balance Due by 4/30/2022	\$519.12

The Nicholas Chronicle

a division of Nicholas County Publishing Company Inc.

I, Raymond W. Corbin, News Editor of The Nicholas Chronicle, a weekly newspaper published at Summersville in the County of Nicholas, and the State of West Virginia, do certify that the hereto attached Legal Advertisement for Region 4 Planning & Development Council, 885 Broad Street, Suite 100, Summersville WV 26651; ADVERTISEMENT FOR BIDS: construction of the City of Richwood - Hinkle Mountain & Little Laurel Waterline Extensions and Existing System Renovations appeared in said newspaper for 2 week(s), beginning on the 24-Mar-2022 and concluding on the 31-Mar-2022.

Given under my hand this 31-Mar-2022.

By Raymond W. Corbin, News Editor

Fee for publication:

2,472 words @12¢ per word, \$296.64 for the first publication; 75 percent of first publication (\$222.48) for all subsequent publications; for a total cost of \$519.12.

The foregoing instrument was acknowledged before me this 31-Mar-2022.

Matthew R. Yeager



Notary Public

My commission expires July 7, 2023.

Addendum No. 3-A

QWINTERS

City of Richmond
6 White Avenue
Richmond, West Virginia 26361

1400 West 47th Avenue
P.O. Box 5422
Princeton, West Virginia 26740

MU.Dax 30-21

Sealed Bids for the construction of the City of Richmond – Henkle Mountain & Little Walnut Waterline Extensions and Paving System Improvements will be received by the City of Richmond at their city hall at 6 White Avenue, Richmond, West Virginia 26261 until 2:00 PM on Wednesday, April 21, 2022, at which time the Bids received will be publicly opened and read. The bid list consists of the following contracts:

the City of Richwood's existing water pipeline. Applicants are to construct a 10.5-mile water line along the City of Richwood's existing water pipeline. Applicants are to construct a 10.5-mile water line along the City of Richwood's existing water pipeline. Applicants are to construct a 10.5-mile water line along the City of Richwood's existing water pipeline.

Contract No. 7-81-Bionic Woman/Waterline Extension

City of Richmond's existing water pipelines at over 100 miles of

[illegible]

Contract No. 3 - Hards Mount in Shiloh Water Storage

[illegible]

underground electrical line to the tank side

Contract No. 4 - City of Richmond Water Treatment Plant Renovation

[illegible]

Contract No. 5 - Polishing Finished Water Storage Tank Reoperation

[illegible]

Contract No. 6—Radio Read Water Meters & Reading Equipment

[illegible]

Copies of the Contract Documents (electronic and/or hard copy) are available for purchase through TRASCO at <http://www.trascopeinc.com>.

BIDDERS on this work will be required to comply with the President's Executive Order N 11246 and FEUD Section 107, which prohibits discrimination in employment, regardless of race, color, sex, or national origin and requires certification of non-segregated facilities. Vendors need, subcontractors, or national origin and require certification of non-segregated facilities. The United States nor any other department, agency, or employee is or will be a party to the Advertisement for Bids or any resulting contract.

Notice is hereby given that the City of Richmond has adopted goals for minority and female participation in the project work force. These goals are as follows:

Female Participation:	6.9 percent
Minority Participation:	4.2 percent

A five percent (5%) BID BOND must accompany all BIDS.

No BIDDER may withdraw their bid for a period of ninety (90) days after the time of the opening of the Bids.

DBB REQUIREMENTS

Each Bidder must fully comply with the requirements, terms, and conditions as set forth in the contract documents to achieve Disadvantaged Business Enterprise (DBE) participation using the performance of this contract. The bidder commits itself to the program for DBE participation and all other requirements, terms and conditions of the bid conditions by submitting a properly signed bid.

NONDISCRIMINATION IN EMPLOYMENT

[illegible]

The City of Richmond may waive any informalities or minor defects or reject any and all bids.
Date _____ City of Richmond _____ - 324 391 2

Voucher

Date 5/5/2022

Vendor Nicholas Chronicle

Amount: \$ 242.97

Memo Advertisements for Bids

Due by 6/4/22

Inv # 16661

Acct# 1427

[illegible]

TOTAL 242.97

Prepared by _____

Approved for Payment

Date of Payment 5-9-22

Check Number 7781

Entered by tk

REGION 4 PLANNING & DEVELOPMENT COUNCIL

The Nicholas Chronicle

Invoice: 16661
Advertisement for Bids

5/9/2022

7781

242.97

Community Trust Ban Invoice: 16661

242.97

32237883 2-23-10SP 9409

Nicholas Chronicle

The Nicholas Chronicle
718 Broad St.
P.O. Box 503
Summersville, WV 26651
304-872-2251

Bill to:

Bill to ID: 1427

Region 4 Planning & Development Council
Attn: A/P
885 Broad St. Suite 100
Summersville, WV 26651

Invoice

Invoice # 16661
Invoice Date: 5/5/2022
Terms: Net 30
PO:

Sold to:

Account ID: 1427

Region 4 Planning & Development Council
885 Broad St. 100
Summersville, WV 26651

Ad Insertions included in this Invoice

Advertising

Date	Ad Information	Total
4/28/22	ADVERTISEMENT FOR BIDS (Contract No. 3 – Hinkle Mountain Finished Water Storage Tank)	\$138.84
5/5/22	ADVERTISEMENT FOR BIDS (Contract No. 3 – Hinkle Mountain Finished Water Storage Tank)	\$104.13

RECEIVED

MAY 09 2022

REGION 4 PLANNING &
DEVELOPMENT COUNCIL

Items: 2

Please make check payable to
The Nicholas Chronicle
Thank you for your business.

Total Charges	\$242.97
Discount	
Payments Applied	
Total Balance Due by 6/4/2022	\$242.97

Legal Notices

ADVERTISEMENT FOR BIDS

OWNER:

City of Richwood
6 White Avenue
Richwood, West Virginia 26261

ENGINEER:

Thompson & Litton, Inc.
P.O. Box 5427
Princeton, West Virginia 24740

Sealed Bids for the construction of the City of Richwood - Hinkle Mountain Finished Water Storage Tank will be received by the City of Richwood at the offices of Bowles Rice located at 600 Quarrier Street, Charleston, West Virginia 25301 until 10:00 AM local time on May 9, 2022, at which time the Bids received will be publicly opened and read. The description of the Contract is as follows:

Contract No. 3 - Hinkle Mountain Finished Water Storage Tank

Contract No. 3 will consist of the installation of a new elevated 100,000 gallon potable water storage tank in Richwood, West Virginia, referred to as the "Hinkle Mountain Tank," more specifically including but not limited to developing the tank site, providing and installing of a 100,000 gallon elevated potable water storage tank (approximately seventy (70) feet in height and twenty (20) to thirty (30) feet in diameter) its foundation and all its appurtenances, constructing a gravel access road with drainage (approximately 1,250 feet in length) to the tank site, installation of approximately 1,175 feet of 8-inch PVC potable waterline from the proposed main to the proposed water storage tank, installation of chain link fencing and an access gate around the tank site, and installation of an underground electrical line to the tank site.

Copies of the Contract Documents (electronic and/or hard copy) are available for purchase through TRASCO at <http://www.trascoplansroom.com>.

BIDDERS on this work will be required to comply with the President's Executive Order No. 11246 and "HUD Section 109", which prohibits discrimination in employment regarding race, creed, color, sex, or national origin and requires certification of non-segregated facilities. Neither the United States nor any of its departments, agencies, or employees is or will be a party to this Advertisement for Bids or any resulting contract.

Notice is hereby given that the City of Richwood has adopted goals for minority and female participation in the project work force. These goals are as follows:

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Minority Participation:	4.2 percent

A five percent (5%) **BID BOND** must accompany all **BIDS**.

All **BIDDERS** must hold a current West Virginia Contractor's License on the date of bid opening.

No **BIDDER** may withdraw their bid for a period of ninety (90) days after the time of the opening of the Bids.

BIDDERS must comply with Title VI of the Civil Rights Act of 1964, the Davis-Bacon Wage Rates, the Copeland Anti-Kickback Act, the Contract Work Hours and Safety Standards Act, and the West Virginia Division of Labor Wage Rates.

DBE REQUIREMENTS

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The bidder agrees to make "good faith efforts" to sub-contract a portion of the total value of the contract to Disadvantaged businesses. This shall be done in compliance with the six (6) good faith efforts as outlined in 40 CFR 31.36(e). Failure to demonstrate good faith efforts may lead to rejection of bids. For the purpose of this program, the term "subcontractor" includes all construction, modification, and service work contracted for by the bidder in the execution of the work under this contract.

NONDISCRIMINATION IN EMPLOYMENT

Bidders on this work will be required to comply with the President's Executive Order No. 11246. The requirements for bidders and contractors under this order are explained in the specifications.

All iron and steel products used in this project must be produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

The City of Richwood may waive any informalities or minor defects or reject any and all bids.

Date _____

City of Richwood

4/28 5/5 21

The Nicholas Chronicle

a division of Nicholas County Publishing Company Inc.

I, Raymond W. Corbin, News Editor of The Nicholas Chronicle, a weekly newspaper published at Summersville in the County of Nicholas, and the State of West Virginia, do certify that the hereto attached Legal Advertisement for Region 4 Planning & Development Council, 885 Broad Street, Suite 100, Summersville WV 26651; ADVERTISEMENT FOR BIDS (Contract No. 3 - Hinkle Mountain Finished Water Storage Tank) appeared in said newspaper for 2 week(s), beginning on the 28-Apr-2022 and concluding on the 5-May-2022.

Given under my hand this 5-May-2022.

By Raymond W. Corbin, News Editor

Fee for publication:

1,157 words @12¢ per word, \$138.84 for the first publication; 75 percent of first publication (\$104.13) for all subsequent publications; for a total cost of \$242.97.

The foregoing instrument was acknowledged before me this 5-May-2022.

Matthew R. Yeager



Notary Public

My commission expires July 7, 2023.

CHARLESTON, WEST VIRGINIA 25326

IN ACCOUNT WITH

STEPTOE & JOHNSON PLLC

Attorneys at Law

FEIN 55-0286140

June 16, 2022

City of Richwood
Combined Waterworks and Sewerage System Revenue Bonds, Series 2022 A
(West Virginia DWTRF Program); and
Combined Waterworks and Sewerage System Revenue Bonds, Series 2022 B
(West Virginia DWTRF Program/ Forgivable)

Services as Bond Counsel and Out-of-pocket expenses	\$56,000
---	----------

TOTAL DUE	<u>\$56,000</u>
------------------	------------------------

Please Remit to
John C. Stump
Steptoe & Johnson PLLC
P.O. Box 1588
Charleston, WV 25326

756770.00005



I N V O I C E

Date: June 16, 2022

To: City of Richwood

Re: City of Richwood
Combined Waterworks and Sewerage System Revenue
Bonds, Series 2022 A
(West Virginia SRF Program)

Amount Due: \$500.00

Please remit to United Bank
Corporate Trust Department
P. O. Box 393
Charleston, WV



WEST VIRGINIA Water Development Authority
Since 1974

June 16, 2022

City of Richwood
Combined Waterworks and Sewerage System Revenue Bonds, Series 2022 A
(West Virginia DWTRF Program)

TO WHOM IT MAY CONCERN:

In reliance upon the certificate of Smith, Cochran & Hicks, PLLC, the independent certified public accountant, and the opinion of Steptoe & Johnson PLLC, bond counsel, that the coverage and parity tests have been met, the undersigned duly authorized representative for the West Virginia Water Development Authority, the registered owner of the entire outstanding aggregate principal amount of the Prior Bonds, hereinafter defined and described, hereby consents to the issuance of the Combined Waterworks and Sewerage System Revenue Bonds, Series 2022 A (West Virginia DWTRF Program), dated June 16, 2022, issued in the original aggregate principal amount of \$5,060,390 (the "Series 2022 A Bonds") by the City of Richwood (the "Issuer"), under the terms of the bond ordinance authorizing the Series 2022 A Bonds, on a parity, with respect to liens, pledge and source of and security for payment, with the Issuer's outstanding:

- (1) Combined Waterworks and Sewerage System Revenue Bonds, Series 2002 (West Virginia SRF Program), dated December 18, 2002, issued in the original aggregate principal amount of \$682,314 (the "Series 2002 Bonds");
- (2) Combined Waterworks and Sewerage System Revenue Bonds, Series 2009 A (West Virginia Infrastructure Fund), dated September 2, 2009, issued in the original aggregate principal amount of \$1,308,155 (the "Series 2009 A Bonds"); and
- (3) Combined Waterworks and Sewerage System Design Revenue Bonds, Series 2021 A (West Virginia SRF Program), dated May 25, 2021, issued in the original aggregate principal amount of \$600,000 (the "Series 2021 A Bonds") (collectively the "Prior Bonds").

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

By: 
Its: Authorized Representative

1009 Bullitt Street, Charleston, WV 25301
Phone (304) 414-6500/ fax (304) 414-0865
www.wvwda.org