

TOWN OF CAPON BRIDGE

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WASTEWATER FACILITIES OF THE TOWN OF CAPON BRIDGE AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ACCEPTANCE BY THE TOWN OF FUNDING ASSISTANCE, SERIES 2024 A IN THE AGGREGATE PRINCIPAL AMOUNT OF \$1,500,000 THROUGH THE WEST VIRGINIA SRF 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, SERIES 2024 A.

BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF CAPON BRIDGE:

WHEREAS, this Ordinance (together with any resolution supplemental hereto or amendatory hereof, or both, the “Ordinance”) is adopted pursuant to the provisions of Chapter 16, Article 13 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the “Act”), and other applicable provisions of law;

WHEREAS, the Town of Capon Bridge (the “Local Government”) is authorized and empowered by the Act to acquire, construct, improve, operate and maintain wastewater project consisting of repairing sixty (60) manholes, removal and replacement of 150 linear feet of damaged and deformed 6” sewer line, repairing four (4) other sewer lines where leaks were identified with CCTV inspection, installing an elevated emergency generator at the River Pump Station, replacing the pump and controls as well as add emergency generators at three (3) grinder pump stations within the collection system, together with all necessary appurtenances (the “Project”) from grants or other funding assistance for the Project;

WHEREAS, the Local Government has submitted an application for the Project to the West Virginia Department of Environmental Protection (the “DEP”), and the West Virginia Infrastructure and Jobs Development Council (the “Council”);

WHEREAS, in reviewing the application for the Project, the DEP and the West Virginia Water Development Authority (the “Authority”) have determined to offer funding assistance to the Local Government for the Project through a principal forgiveness loan (the “Funding Assistance, Series 2024 A”) as provided in the Funding Assistance Agreement a copy of which is attached hereto and incorporated herein by reference (the “Funding Assistance Agreement”);

WHEREAS, the Funding Assistance Agreement has been presented to the Local Government;

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

WHEREAS, the Local Government has complied with all terms and requirements set forth in the Funding Assistance Agreement; and

WHEREAS, the Governing Body deems it essential and desirable that this Ordinance be enacted, that the Funding Assistance Agreement be approved and ratified, that the exact principal amount, date, and other terms of the Funding Assistance, Series 2024 A be fixed hereby in the manner stated herein, and that other matters relating to the Funding Assistance, Series 2024 A be herein provided for.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF CAPON BRIDGE, AS FOLLOWS:

Section 1. A. There is hereby authorized and ordered the implementation of the Project at an estimated cost not to exceed \$2,375,000 in accordance with the plans and specifications which have been prepared by The Thrasher Group, Consulting Engineers, heretofore filed in the office of the Governing Body. The proceeds of the Funding Assistance, Series 2024 A, hereby authorized shall be applied to the costs of the Project.

The cost of the Project is estimated not to exceed \$2,375,000 of which up to \$1,500,000 will be obtained from the proceeds of the Funding Assistance, Series 2024 A and \$875,000 will be obtained as a Council grant.

B. The Local Government will enter into contracts for the acquisition and installation of the Project, in amounts compatible with the financing plan submitted to the Authority, the Council and the DEP.

Section 2. The Local Government hereby ratifies, approves and accepts the Funding Assistance Agreement, including all schedules and exhibits attached thereto, a copy of which is incorporated herein by reference, and the execution and delivery of the Funding Assistance Agreement by the Mayor of the Governing Body and the performance of the obligations contained therein, on behalf of the Local Government, are hereby authorized, approved and directed.

Section 3. The Local Government hereby affirms all covenants and representations made in the Funding Assistance Agreement and in the application to the DEP. The Local Government hereby agrees to comply with all covenants, conditions and requirements set forth in the Funding Assistance Agreement as set forth in Section 4 thereof and this Section 3 herein. The Local Government covenants as follows:

(a) The Local Government shall complete the Project, to the extent applicable, and operate and maintain the System in good condition;

(b) The Local Government shall provide written notice and request approval of the disposition of the assets to the Authority and the DEP of any sale or other disposal of the System as a whole or substantially as a whole; provided that if said sale or other disposition is to a non-governmental entity the Local Government shall obtain an appraisal of the assets purchased with the Funding Assistance, Series 2024 A and remit to the Authority for deposit into the Clean Water State Revolving Loan Fund an amount equal to the then depreciated value of the assets purchased;

(c) The Local Government will carry such insurance as is customarily carried with respect to works and properties similar to the System;

(d) The Local Government will not render any free services of the System;

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

(f) The Local Government shall also comply with all applicable laws, rules and regulations issued by the Authority, all federal requirement imposed by the Infrastructure Investment and Jobs Act, Public Law 117-58 ("BIL"), DEP 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.

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

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

(i) 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;

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

(k) The Local Government shall submit all proposed change orders to the DEP for approval. The Local Government shall obtain the written approval of the DEP before expending any proceeds of the Funding Assistance, Series 2024 A held in "contingency" as set forth in the final Schedule B attached to the certificate of the Consulting Engineer. The Local Government shall obtain the written approval of the DEP before expending any proceeds of the Funding Assistance, Series 2024 A available due to project underruns.

Section 4. The DEP shall advance the proceeds of the Funding Assistance, Series 2024 A from time to time upon receipt of a requisition evidencing the costs incurred. Such amounts advanced under the Funding Assistance Agreement shall be deemed forgiven on the 30th day of June in the fiscal year in which they were advanced.

Section 5. The Mayor and Clerk of the Governing Body are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable in connection with the Funding Assistance, Series 2024 A hereby and by the Funding Assistance Agreement approved and provided for, to the end that the Funding Assistance, Series 2024 A may be delivered to the Local Government pursuant to the Funding Assistance Agreement.

Section 6. The acquisition and construction of the Project and the financing thereof with proceeds of the Funding Assistance, Series 2024 A from the DEP and the Council, are in the public interest, serve a public purpose of the Local Government and will promote the health, welfare and safety of the residents of the Local Government.

Section 7. The Local Government hereby approves and accepts all contracts relating to the financing, acquisition and construction of the Project and the Mayor of the Governing Body is hereby authorized and directed to execute and deliver all such contracts.

Section 8. Prior to issuance closing of the Funding Assistance, Series 2024 A, this Ordinance may be amended or supplemented in any way by supplemental resolution.

Section 9. 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 *Hampshire Review*, a newspaper of general circulation in the Town of Capon Bridge, together with a notice stating that this Ordinance has been adopted and that the Local Government contemplates the issuance of the Funding Assistance, Series 2024 A, 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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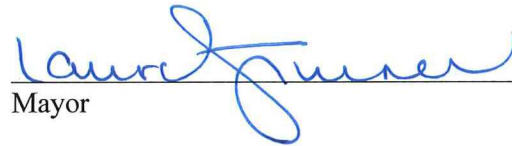
hereon. Section 10. This Ordinance shall take effect immediately following the public hearing

Passed on First Reading: August 13, 2024

Passed on Second Reading: September 10, 2024

Passed on Final Reading
Following Public
Hearing: October 8, 2024

TOWN OF CAPON BRIDGE



Mayor

CERTIFICATION

Certified as a true copy of an Ordinance duly enacted by the Council of the Town of Capon
Bridge on the 8th day of October, 2024.

Dated: May 15, 2025.

[SEAL]



Clerk

Town of Capon Bridge
Funding Assistance, Series 2025 A
(West Virginia SRF Program/Forgivable)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE AND OTHER TERMS OF THE FUNDING ASSISTANCE SERIES 2025 A (WEST VIRGINIA SRF PROGRAM) OF THE TOWN OF CAPON BRIDGE; APPROVING AND RATIFYING THE FUNDING ASSISTANCE AGREEMENT; DESIGNATING A DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE FUNDING ASSISTANCE, SERIES 2025 A.

WHEREAS, the council (the “Governing Body”) of the Town of Capon Bridge (the “Issuer”) has duly and officially adopted and enacted an ordinance, effective October 8, 2024 (the “Ordinance”), entitled:

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WASTEWATER FACILITIES OF THE TOWN OF CAPON BRIDGE AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ACCEPTANCE BY THE TOWN OF FUNDING ASSISTANCE, SERIES 2024 A IN THE AGGREGATE PRINCIPAL AMOUNT OF \$1,500,000 THROUGH THE WEST VIRGINIA SRF 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, SERIES 2024 A.

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

WHEREAS, the Funding Assistance, Series 2024 A was not issued in 2025 but is being issued in 2025;

WHEREAS, the Governing Body desires to re-designate the Funding Assistance, Series 2024 A as Funding Assistance, Series 2025 A;

WHEREAS, the Ordinance provides for the Funding Assistance, Series 2025 A in a principal amount not to exceed \$1,500,000 (the “Funding Assistance, Series 2025 A”) and has authorized the execution and delivery of the Funding Assistance Agreement relating to the Funding

Assistance, Series 2025 A, including all schedules and exhibits attached thereto, by and among the Issuer, the West Virginia Water Development Authority (the "Authority"), and the West Virginia Department of Environmental Protection (the "DEP") for the Funding Assistance, Series 2025 A (the "Funding Assistance Agreement"), all in accordance with Chapter 16, Article 13 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act");

WHEREAS, the Funding Assistance Agreement has been presented to the Issuer;

WHEREAS, the Governing Body deems it essential and desirable that this supplemental resolution (the "Supplemental Resolution") be adopted, that the Funding Assistance Agreement be approved and ratified by the Issuer, that the exact principal amount and that other matters relating to the Funding Assistance, Series 2025 A be herein provided for; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF TOWN OF CAPON BRIDGE:

Section 1. The Funding Assistance, Series 2024 A is hereby re-designated as Funding Assistance, Series 2025 A.

Section 2. Pursuant to the Ordinance and the Act, this Supplemental Resolution is adopted and there is hereby authorized and ordered the Funding Assistance, Series 2025 A in the principal amount of \$875,000. The Funding Assistance, Series 2025 A shall be dated the date of delivery thereof and shall bear no interest. The principal amounts advanced under the Funding Assistance, Series 2025 A will be deemed forgiven on the 30th day of June in the fiscal year in which advanced. The Funding Assistance, Series 2025 A shall be deemed no longer Outstanding after the last advance is forgiven. The Funding Assistance, Series 2025 A 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 DEP, and otherwise in compliance with, the Funding Assistance Agreement. The Funding Assistance, Series 2025 A is not subject to an SRF Administrative Fee.

Section 3. The Issuer does hereby authorize, approve, ratify and accept the Funding Assistance Agreement, copy of which is incorporated herein by reference, and the execution and delivery of the Funding Assistance 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 Funding Assistance Agreement and in the applications to the Authority and the DEP.

Section 4. The Issuer does hereby appoint and designate FNB Bank, Romney, West Virginia, to serve as Depository Bank.

Section 5. The proceeds of the Funding Assistance, Series 2025 A shall be received from the DEP from time to time for payment of the costs of the Project, including, without limitation, costs of closing the Funding Assistance, Series 2025 A and related costs.

Section 6. The Mayor and the Clerk are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable in connection with the Funding Assistance, Series 2025 A hereby and by the Ordinance approved and provided for, to the

end that the Funding Assistance, Series 2025 A may be delivered on or about May 15, 2025, to the Authority pursuant to the Funding Assistance Agreement.

Section 7. The Project and the financing thereof in part with proceeds of the Funding Assistance, Series 2025 A 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 8. The Issuer does hereby approve and authorize all contracts relating to the financing, design, acquisition and construction of the Project.

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Section 9. This Supplemental Resolution shall be effective immediately following adoption hereof.

Adopted this 29th day of April, 2025.

TOWN OF CAPON BRIDGE

By: 
Its: Mayor

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Council of the Town of Capon Bridge on the 29th of April, 2025.

Dated: May 15, 2025.

[SEAL]



Clerk

Town of Capon Bridge
Sewer Funding Assistance
(West Virginia SRF Program/Forgivable)

CERTIFICATE OF ENGINEER

I, Daniel E. Ferrell, Registered Professional Engineer, West Virginia License No. 13462, of The Thrasher Group, Inc., Bridgeport, West Virginia, hereby certify this 15th day of May, 2025, as follows:

1. My firm is engineer for the acquisition and construction of certain extensions, additions, betterments and improvements (the "Project") to the sewerage system (the "System") of the Town of Capon Bridge (the "Local Government"), to be constructed in Hampshire County, West Virginia. Capitalized terms used herein and not defined herein shall have the same meaning set forth in the Ordinance enacted by the Local Government on October 8, 2024, as supplemented by the Supplemental Resolution of the Local Government adopted April 29, 2025 (collectively, the "Local Act"), and the Funding Assistance Agreement by and among the Local Government, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP"), dated May 15, 2025 (the "Funding Assistance Agreement").

2. The Funding Assistance, Series 2025 A is being provided (i) to pay a portion of the costs of acquisition and construction of the Project; and (ii) to pay certain costs of issuance and related costs.

3. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Project, the Project will be constructed in general accordance with the approved plans, specifications and designs prepared by my firm and approved by the DEP and any change orders approved by the Local Government, the DEP and all necessary governmental bodies; (ii) the Project does not include any buildings to be designed and constructed in compliance with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007; (iii) the Project, as designed, is adequate for its intended purpose and has a useful life of at least 20 years, if properly constructed, operated and maintained, excepting anticipated replacements due to normal wear and tear; (iv) the Local Government has received bids for the acquisition and construction of the Project which are in an amount and otherwise compatible with the plan of financing set forth in the Schedule B attached hereto as Exhibit A and Capon Bridge L, counsel to the Local Government, has ascertained that all successful bidders have made required provisions for all insurance and payment and performance bonds and such insurance policies or binders and such bonds will be verified for accuracy; (v) the successful bidders received any and all addenda to the original bid documents; (vi) the successful bidders have provided the drug-free workplace affidavit as evidence of compliance with the provisions of Article 1D, Chapter 21 of the West Virginia Code; (vii) the bid documents relating to the Project reflect the Project as

approved by the DEP and the bid forms provided to the bidders contain the critical operational components of the Project; (viii) the successful bids include prices for every item on such bid forms; (ix) the uniform bid procedures were followed; (x) the Local Government has obtained all permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the Project and operation of the System; (xi) the net proceeds of the Funding Assistance, together with all other monies on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants, if any, irrevocably committed therefor, are sufficient to pay the costs of acquisition and construction of the Project approved by the DEP; and (xii) attached hereto as Exhibit A is the final amended "Schedule B - Final Total Cost of Project, Sources of Funds and Cost of Financing" for the Project.

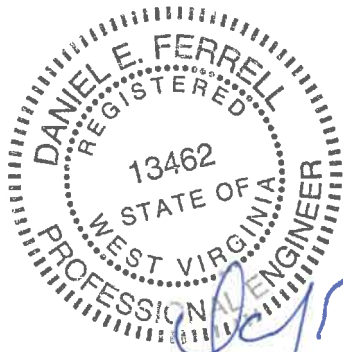
4. The Project will serve -0- new customers.

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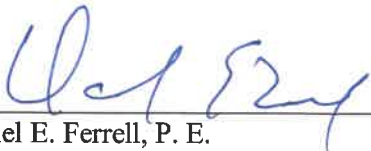
WITNESS my signature and seal on the day and year first written above.

THE THRASHER GROUP, INC.

(SEAL)



4/14/2025



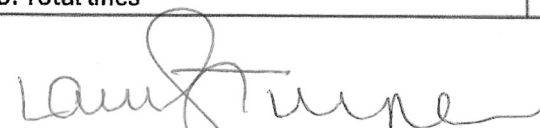
Daniel E. Ferrell, P. E.
West Virginia License No. 13462

POST BID SCHEDULE B

4/10/2025

Capon Bridge Sewer Improvements Phase II-
CWSRF/IJDC# 2022S-2181

A. Cost of Project	Total	SRF Forgivable Loan	IJDC Grant
1. Construction		875,000.00	584,237.00
Contract 1	951,737.00	614,900.00	336,837.00
Contingency 5%	48,000.00	0.00	48,000.00
2. Technical Services(Thrasher)			
a. Study and Report	25,000.00	25,000.00	0.00
b. Preliminary Design	85,000.00	55,000.00	30,000.00
c. Final Design	42,000.00	33,000.00	9,000.00
d. Bidding and Negotiation	20,000.00	15,000.00	5,000.00
e. Construction Phase	25,000.00	22,000.00	3,000.00
f. Post Construction Phase	5,000.00	3,000.00	2,000.00
g. Inspection	65,000.00	34,450.00	30,550.00
Special Services			
i. I&I Evaluation	20,000.00	20,000.00	0.00
ii. GIS	55,000.00	40,000.00	15,000.00
iii. Construction Stakeout	5,000.00	2,650.00	2,350.00
iv. Preparation of Funding Applications	5,000.00	0.00	5,000.00
vi. Permitting Preparation	5,000.00	0.00	5,000.00
3. Legal			
a. Local Project Attorney	20,000.00	0.00	20,000.00
b. PSC Attorney	10,000.00	0.00	10,000.00
4. Accounting		0.00	0.00
a. Project Accountant	10,000.00	0.00	10,000.00
5. Administrative(Region 8)			
a. Project Administrator	52,500.00	0.00	52,500.00
6. Project Contingency	0.00	0.00	0.00
7. Land Costs			
8. Closing Costs			
a. Bond Counsel	10,000.00	10,000.00	0.00
9. Total lines	1,459,237.00	875,000.00	584,237.00



Town of Capon Bridge



The Thrasher Group



Bennett & Dobbins PLLC

CERTIFIED PUBLIC ACCOUNTANTS

317 Cleveland Avenue
Fairmont, WV 26554-1604
Telephone: (304) 366-4295 Fax: (304) 366-4311

ZACHARY D. DOBBINS, CPA
PHILLIP J. NUCE, CPA

May 15, 2025

Town of Capon Bridge
Sewer Funding Assistance
(West Virginia SRF Program/Forgivable) (2022S-2181)

Town of Capon Bridge
Capon Bridge, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Department of Environmental Protection
Charleston, West Virginia

Ladies and Gentlemen:

Based upon the rates and charges set forth in the unappealable sewer rate ordinance enacted by the Town of Capon Bridge (the "Issuer") on November 12, 2024, which rates are currently in effect, and projected operation and maintenance expenses and anticipated customer usage as furnished to us by The Thrasher Group, Inc., consulting engineers, it is our opinion that such rates and charges are sufficient to provide revenues which, together with other revenues of the sewerage system (the "System") of the Issuer, will pay all repair, operation and maintenance expenses of the System and leave a balance each year equal to at least 115% of the maximum amount required in any year for debt service on the Issuer's outstanding:

1. Sewer Revenue Bonds, Series 1991 (United States Department of Agriculture), dated July 25, 1991, issued in the original aggregate principal amount of \$133,000 (the "Series 1991 Bonds"); and
2. Sewer Revenue Bonds, Series 2021 A (West Virginia Infrastructure Fund), dated July 29, 2021, issued in the original aggregate principal amount of \$600,000 (the "Series 2021 A Bonds"); (collectively, the "Prior Bonds").

In the course of our due diligence to render this Certificate, we have reviewed the books and records of the System and further opine as follows:

(a.) The Debt Service Reserve Funds for the Prior Bonds are each funded or are being funded at the level required by the respective ordinance of the Issuer authorizing the issuance of such Prior Bonds (collectively, the “Prior Ordinances”);

(b.) The Renewal and Replacement Fund required by the Prior Ordinances is established and the rates and charges for the System have been established which are sufficient to make the required deposits in the Renewal and Replacement Fund; and

(c.) The Working Capital Reserve Account required by W. V. Code Section 24-1-1(k) is established and the rates and charges for the System have been established which are sufficient to make the required deposits in the Working Capital Reserve Account.

Very truly yours
Bennett & Dobbins PLLC
Bennett & Dobbins PLLC



west virginia department of environmental protection

Division of Water and Waste Management
601 57th Street, SE
Charleston, WV 25304
Phone: 304-926-0495 / Fax: 304-926-0463

Harold D. Ward, Cabinet Secretary
dep.wv.gov

June 3, 2024

The Honorable Laura Turner
Mayor, Town of Capon Bridge
P.O. Box 183
Capon Bridge, WV 26711

RE: Town of Capon Bridge
Phase II - Sanitary Sewer
Improvements Project
SRF No. C-544766
IJDC No. 2022S-2181

Dear Mayor Turner:

The Plans and Specifications for the above referenced project are hereby approved.

This approval DOES NOT constitute authority to advertise for bids. You will be advised by a separate letter from this agency as to when such an advertisement can be initiated.

Please be advised it will be necessary to issue an addendum to the contract documents prior to opening of bids for any revisions. These must be electronically submitted to this office for approval and issued to plan holders five (5) days prior to bid opening. Failure to submit addenda in a timely manner will automatically nullify approval to open bids. Any addenda issued inside the five (5) day period prior to the bid opening must include an automatic extension to the bid opening date of a minimum of seven (7) days.

The Honorable Laura Turner

June 3, 2024

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If any questions arise, please contact Daniel Bailey at 304-926-0499, ext. 43785 or Daniel.S.Bailey@wv.gov.

Sincerely,



Katheryn D. Emery, P.E.
Engineer Chief
State Revolving Funds

KE/db

cc: Casey Young, E.I., The Thrasher Group, Inc. (via e-mail)
Wayne Morgan, P.E., IJDC (via e-mail)

CONTRACT DOCUMENTS

AND

DETAILED SPECIFICATIONS

FOR THE

**TOWN OF CAPON BRIDGE
HAMPSHIRE COUNTY, WEST VIRGINIA**

FOR

PHASE II – SANITARY SEWER IMPROVEMENTS PROJECT

**DEP – SRF Project # 544766
WV IJDC # 2022S-2181**

MAY 2024

THRASHER PROJECT #020-10156



**GRANT AGREEMENT
(2022S-2181)**

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 TOWN OF CAPON BRIDGE (the “Governmental Agency”).

RECITALS

WHEREAS, the Council has authorized the Authority to make a grant to the Governmental Agency in the amount not to exceed \$584,237 (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:

TERMS

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 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.

3. 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.

4. The Governmental Agency will use the proceeds of the Grant only for the purposes specifically set forth in Exhibit A.

5. 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.

6. 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.

7. The Governmental Agency acknowledges that the Grant may be reduced, from time to time, to reflect actual Project costs and availability of other funding.

8. 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.

9. The Governmental Agency and its personnel should not (a) knowingly use grant funds, or goods or services purchased with grant funds, to engage, either directly or indirectly, in a prohibited political activity, or (b) be knowingly compensated from grant funds for time spent engaging in a prohibited political activity.

10. The Authority, the Council and the Governmental Agency shall comply with the conflicts of interest rules adopted by the State of West Virginia.

11. This Grant Agreement will expire on June 1, 2027 (the "Expiration Date"), unless extended at the direction of Council.

12. 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.

13. This Grant Agreement shall be governed by the laws of the State of West Virginia.

[Remainder of page intentionally left blank]

IC-2
(04/24)

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.

TOWN OF CAPON BRIDGE

By: 
Its: Mayor
Date: May 15, 2025

(SEAL)

Attest:


Its: Clerk

WEST VIRGINIA WATER
DEVELOPMENT AUTHORITY

By: 
Its: Executive Director
Date: May 15, 2025

(SEAL)

Attest:

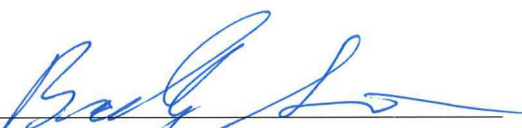

Its: Authorized Officer

Exhibit A

Project Description (IJDC 2022S-2181)

The Project consists of the acquisition and construction of improvements to the existing sanitary sewer collection system consisting of repairing sixty (60) manholes by removing and replacing the lids and frames with watertight ones, sealing these manholes with an application of spray on epoxy lining, removal and replacement of 150 linear feet of damaged and deformed 6" sewer line, repairs to four (4) other sewer lines, installing an elevated emergency generator at the River Pump Station, replacing the pump and controls as well as adding emergency generators at three (3) grinder pump stations within the collection system, and all necessary appurtenances thereto.

Number of Proposed New Customers to Be Served: -0-
Location: Capon Bridge area of Hampshire County

Governmental Agency:	Town of Capon Bridge
Address:	PO Box 183, Capon Bridge, WV 26711
Grant Amount:	Up to \$584,237
Fiscal Year:	July 1 – June 30
FEIN:	55-0533828

IC-2
(04/24)

Exhibit B

[TO BE PLACED ON LETTERHEAD]

Wiring Instructions

TOWN OF CAPON BRIDGE
2022S-2181

Payor:	West Virginia Infrastructure & Jobs Development Council
Source:	Grant Proceeds
Amount:	\$ _____
Date:	_____
Form:	Electronic Funds Transfer
Payee:	Town of Capon Bridge
	PO Box 183, Capon Bridge, WV 26711
Contact Name:	_____
Telephone:	(304) _____
Bank Name:	FNB Bank
Bank Street Address:	PO Box 1037, Romney, WV 26757
Bank Contact:	Kim Hudson
Telephone:	(304) 856-3426
ABA:	052201938
Account #:	7556394
Account Name:	Sewer Improvement Project