

TOWN OF GRANTSVILLE

ORDINANCE AUTHORIZING THE DESIGN AND OTHER PRE-CONSTRUCTION SERVICES FOR THE ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC WASTEWATER FACILITIES OF THE TOWN OF GRANTSVILLE, AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ACCEPTANCE BY THE TOWN OF FUNDING ASSISTANCE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$285,000 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.

BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF GRANTSVILLE:

WHEREAS, this Ordinance (together with any ordinance, 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 Grantsville (the "Local Government") presently owns and operates a municipal sewerage system. However, it is deemed necessary and desirable for the health and welfare of the inhabitants of the Local Government that there be acquired and constructed certain additions, betterments and improvements to the existing sewerage system of the Local Government, together with all necessary appurtenances (the "Project" and the design and other pre-construction activities are collectively defined as the "Design Project") (the existing sewerage system of the Local Government, the Project and any further additions, betterments and improvements thereto are herein called the "System").

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 Design Project, the DEP and the West Virginia Water Development Authority (the "Authority") have determined to offer funding assistance to the Local Government for the Design Project through a principal forgiveness loan (the "Funding Assistance") 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 be fixed hereby in the manner stated herein, and that other matters relating to the Funding Assistance be herein provided for.

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

Section 1. A. There is hereby authorized and ordered the implementation of the Design Project at an estimated cost not to exceed \$285,000. The proceeds of the Funding Assistance hereby authorized shall be applied to the costs of the Design Project.

B. The Local Government will enter into contracts for the Design Project, in amounts compatible with the financing plan submitted to the Authority 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 4.1 thereof and this Section 3 herein. The Local Government covenants as follows:

(a) The Local Government shall complete the Design 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 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 annually cause the records of the System to be audited by an independent certified public accountant or independent public accountant and shall submit the report of said audit to the Authority and DEP, which report shall include a statement that 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;

(g) 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;

(h) 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;

(i) 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

(j) 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 held in "contingency" as set forth in the final Schedule A 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 available due to project underruns.

Section 4. The DEP shall advance the proceeds of the Funding Assistance 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 Recorder of the Governing Body are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable in connection with the Funding Assistance hereby and by the Funding Assistance Agreement approved and provided for, to the end that the Funding Assistance may be delivered to the Local Government pursuant to the Funding Assistance Agreement.

Section 6. The Design Project, and the financing thereof with proceeds of the Funding Assistance from the DEP 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 Design 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, 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 *Calhoun Chronicle*, a newspaper of general circulation in the Town of Grantsville, together with a notice stating that this Ordinance has been adopted and that the Local Government 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 10. This Ordinance shall take effect immediately following the public hearing hereon.

Passed on First Reading: October 5, 2020

Passed on Second Reading: November 2, 2020

Passed on Final Reading
Following Public
Hearing: December 7, 2020

TOWN OF GRANTSVILLE


Mayor

CERTIFICATION

Certified as a true copy of an Ordinance duly enacted by the Council of Town of Grantsville
on the 7th day of December, 2020.

Dated: March 2, 2021.



Eugene Stein
Recorder

Town of Grantsville
Funding Assistance, Series 2021
(West Virginia SRF Program)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO
PRINCIPAL AMOUNT, DATE, MATURITY DATE AND
OTHER TERMS OF THE FUNDING ASSISTANCE SERIES
2021 (WEST VIRGINIA SRF PROGRAM) OF THE TOWN OF
GRANTSVILLE; APPROVING AND RATIFYING THE
FUNDING ASSISTANCE AGREEMENT; DESIGNATING A
DEPOSITORY BANK; AND MAKING OTHER PROVISIONS
AS TO THE FUNDING ASSISTANCES.

WHEREAS, the council (the "Governing Body") of the Town of Grantsville (the "Issuer") has duly and officially adopted and enacted an ordinance, effective December 7, 2020 (the "Ordinance"), entitled:

ORDINANCE AUTHORIZING THE DESIGN AND OTHER
PRE-CONSTRUCTION SERVICES FOR THE ADDITIONS,
BETTERMENTS AND IMPROVEMENTS TO THE EXISTING
PUBLIC WASTEWATER FACILITIES OF THE TOWN OF
GRANTSVILLE, AND THE FINANCING OF THE COST
THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE
ACCEPTANCE BY THE TOWN OF FUNDING ASSISTANCE
IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO
EXCEED \$285,000 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.

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 Ordinance provides for the Funding Assistance in a principal amount not to exceed \$285,000 (the "Funding Assistance") and has authorized the execution and delivery of the Funding Assistance Agreement relating to the Funding Assistance, 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 (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 be herein provided for; and

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

Section 1. Pursuant to the Ordinance and the Act, this Supplemental Resolution is adopted and there is hereby authorized and ordered the Funding Assistance in the principal amount of \$285,000. The Funding Assistance shall be dated the date of delivery thereof and shall bear no interest. The principal amounts advanced under the Funding Assistance will be deemed forgiven on the 30th day of June in the fiscal year in which advanced. The Funding Assistance shall be deemed no longer Outstanding after the last advance is forgiven. The Funding Assistance 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 is not subject to an SRF Administrative Fee.

Section 2. 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 3. The Issuer does hereby appoint and designate Calhoun Banks, Grantsville, West Virginia, to serve as Depository Bank.

Section 4. The proceeds of the Funding Assistance shall be received from the DEP from time to time for payment of the costs of the Design Project, including, without limitation, costs of closing the Funding Assistance and related costs.

Section 5. 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 Funding Assistance hereby and by the Ordinance approved and provided for, to the end that the Funding Assistance may be delivered on or about March 2, 2021, to the Authority pursuant to the Funding Assistance Agreement.

Section 6. The Design Project and the financing thereof in part with proceeds of the Funding Assistance 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 7. The Issuer does hereby approve and authorize all contracts relating to the financing, acquisition and construction of the Project.

Section 8. This Supplemental Resolution shall be effective immediately following adoption hereof.

Adopted this 10th day of February, 2021.

TOWN OF GRANTSVILLE

By: 
Its: Mayor

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Council of the Town of Grantsville on the 10th of February, 2021.

Dated: March 2, 2021.



Elizabeth Stirling
Recorder

DESIGN FUNDING ASSISTANCE AGREEMENT

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

TOWN OF GRANTSVILLE
(2020S-1869 / C-544634)
(Local Government)

W I T N E S S E T H:

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

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

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

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

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

* 100% Principal Forgiveness Only

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

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

WHEREAS, the Local Government intends to construct, is constructing or has constructed such a wastewater treatment project at the location and as more particularly described and set forth in the application filed with DEP, as hereinafter defined (the "Project"); and

WHEREAS, the Local Government is either a "disadvantaged community" as defined in the applicable Intended Use Plan, and/or meets the definition of decentralized treatment system as defined herein.

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

ARTICLE I

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

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

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

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

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

ARTICLE II

2.1 The Local Government hereby warrants and represents that all information provided to the Authority and DEP in this 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 Design Funding

Assistance, the Authority and DEP shall have the right to cancel all or any of their obligations under this Agreement if (a) any representation made to the Authority and DEP by the Local Government in connection with the Loan shall be incorrect or incomplete in any material respect or (b) the Local Government has violated any commitment made by it in its Application or in any supporting documentation or has violated any of the terms of the Act, the SRF Regulations or this Agreement.

2.2 If any provision of this 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 Agreement, and this Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

2.3 This 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 Agreement.

2.4 No waiver by any party of any term or condition of this 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 Agreement.

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

2.6 This Agreement shall terminate upon the earlier of: (i) written notice of termination to the Local Government from either the Authority or DEP; or (ii) (March 2, 2023), if the design of the Project is not completed.

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



Attest:

Erin Stirling
Its: Recorder

TOWN OF GRANTSVILLE

By: [Signature]
Its: Mayor
Date: March 2, 2021

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

By: [Signature]
Its: Acting Director
Date: March 2, 2021

WEST VIRGINIA WATER DEVELOPMENT
AUTHORITY

(SEAL)

By: [Signature]
Its: Executive Director
Date: March 2, 2021

Attest:

Sheena Chadwell
Its: Authorized Officer

EXHIBIT A

PROJECT DESCRIPTION

The Project consists of the design of critical repairs and replacement of components to the existing wastewater treatment plant.

EXHIBIT B

TERMS AND CONDITIONS

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

B. [RESERVED]

C. [RESERVED]

D. [RESERVED]

E. [RESERVED]

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

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

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

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

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

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

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

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

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

N. [RESERVED]

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

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

EXHIBIT C

DESCRIPTION OF DESIGN FUNDING ASSISTANCE

Principal Amount of Design Funding Assistance \$285,000

The Authority at the direction of the DEP shall forgive the principal amount of the Design Funding Assistance. The principal amounts advanced under the Design Funding Assistance Agreement will be deemed forgiven on the 30th day of June in the fiscal year in which advanced.

Number of New Customers to Be Served: -0-

Location: Town of Grantsville, Calhoun County

EXHIBIT D

FORM OF CERTIFICATE OF CONSULTING ENGINEER

(Issuer)

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

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

2. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Project, the Project design will be completed by _____, Consulting Engineer, as described in the application submitted to the DEP; (ii) the schematic design for the Project began [before/after July 1, 2012], (iii) the Project will be designed to be adequate for its intended purpose and will have a useful life of at least [20] years, if properly operated and maintained, excepting anticipated replacements due to normal wear and tear; (iv) prior to construction, my firm will assist the Issuer in obtaining all applicable permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the Project and the operation of the System; (v) the Project design will be performed in compliance with the provisions of West Virginia Code Chapter 22, Article 29; and (vi) attached hereto as Exhibit A is the final amended "Schedule A - Total Cost of Project; and Sources of Funds and Costs of Financing" for the Project.

[Remainder of page intentionally left blank]

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

By _____

West Virginia License No. _____

[SEAL]

EXHIBIT E

OPINION OF LOCAL COUNSEL FOR LOCAL GOVERNMENT

[To Be Dated as of Date of Closing]

[Name of Local Government]
_____, West Virginia

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

West Virginia Department of Environmental Protection
601 57th Street
Charleston, West Virginia 25304

Re: \$_____ Design Funding Assistance (West Virginia CWSRF
Program)

Ladies and Gentlemen:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Very truly yours,



June 05, 2020

Helen Johnson
GRANTSVILLE, TOWN OF
PO Box 146
Grantsville, WV 26147

Re: GRANTSVILLE, TOWN OF
Sewer Plant Upgrade Project No. 2020S-1869
Preliminary Application Approved

Dear Helen Johnson:

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

Based on the findings of the Sewer Technical Review Committee, the Council has determined that the Project is technically feasible within the guidelines of the Infrastructure and Jobs Development Act. Additionally, the Council has approved an engineering fee variance for this project. The Sponsor should carefully review the comments of the Sewer Technical Review Committee, as found on the Project Team Members' Dashboards at www.wvinfrastructure.com, as the Sponsor may need to address certain issues raised in said comments as it proceeds with the Project.

Below is loan information for this Project:

CWSRF Principal Forgiveness Loan - \$1,200,000.00 -

Below is grant information for this Project:

USDA Grant - \$1,200,000.00

IJDC District 1 Grant - \$1,000,000.00

Total estimated project cost is \$3,400,000.00. If you have any questions regarding this matter, please contact Wayne Morgan, Executive Director, at (304) 414-6501 (X106).

Sincerely,

A handwritten signature in blue ink, appearing to read "Wayne Morgan".

Wayne Morgan
Executive Director

cc: Katheryn Emery, West Virginia Department of Environmental Protection
Fredrick (Fred) L. Hypes, Dunn Engineers, Inc.
Luke N. Peters, Region 5 - Mid-Ohio Valley Regional Council (MOVRC)
Zachary D Dobbins, Bennett & Dobbins PLLC
Samme Gee, Esq., Jackson Kelly



west virginia department of environmental protection

Division of Water and Waste Management
601 57th Street, SE
Charleston, WV 25304
Phone: 304-926-0495 / Fax: 304-926-0496

Austin Caperton, Cabinet Secretary
dep.wv.gov

January 19, 2021

The Honorable Ronald Blankenship
Mayor, Town of Grantsville
PO Box 146
Grantsville, WV 26147

RE: Town of Grantsville
Binding Commitment
SRF No. C-544634

Dear Mayor Blankenship:

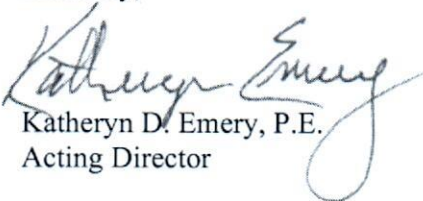
This letter is to confirm our intention of providing the funding through the Clean Water State Revolving Fund (Fund) program for the Town of Grantsville Wastewater Treatment Plant Improvements-Phase 1 design loan.

We are hereby committing a loan in the amount of \$285,000 for non-construction (design loan) financing. A principal forgiveness loan of \$285,000 will be issued due to the Town qualifying as a disadvantaged community per the Fund's Intended Use Plan.

If the Town's loan has not been issued to the Fund prior to July 19, 2021, it is understood that the Fund reserves the right to discontinue processing the Town's application and, on that day, will have no further responsibilities or obligations hereunder.

Should you have any questions, please do not hesitate to contact me at (304) 926-0499 extension 43830, or Katheryn.D.Emery@wv.gov.

Sincerely,


Katheryn D. Emery, P.E.
Acting Director

KE/jr

cc: Mr. Tim Meeks, MOVRC (via e-mail)
Ms. Samme Gee, Esquire, Jackson Kelly (via e-mail)

Promoting a healthy environment.

TOWN OF GRANTSVILLE
FUNDING ASSISTANCE, SERIES 2021
(WEST VIRGINIA SRF PROGRAM)

RECEIPT FOR FUNDING ASSISTANCE PROCEEDS

The undersigned Mayor of the Town of Grantsville (the "Local Government"), for and on behalf of the Local Government, hereby certifies as follows:

On the 2nd day of March, 2021, the Local Government received and hereby acknowledges receipt from the West Virginia Water Development Authority (the "Authority"), on behalf of the Clean Water State Revolving Fund, pursuant to a Funding Assistance Agreement between the Authority, the Local Government and the West Virginia Department of Environmental Protection dated March 2, 2021 (the "Funding Assistance, Series 2021"), of the \$75,246, being a portion of the \$285,000 principal amount of the Funding Assistance, Series 2021. The Local Government understands that the remaining proceeds of the Funding Assistance, Series 2021 will be advanced to the Local Government from time to time as design proceeds to completion.

WITNESS my signature on this 2nd day of March, 2021.

TOWN OF GRANTSVILLE



Mayor



Chase Tower, 17th Floor
P.O. Box 1588
Charleston, WV 25326-1588
(304) 353-8000 (304) 353-8180 Fax
www.steptoeljohnson.com

Writer's Contact Information

March 2, 2021

Town of Grantsville
Grantsville, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Department of Environmental Protection
Charleston, West Virginia

Ladies and Gentlemen:

We are counsel to Town of Grantsville (the "Local Government"), a municipality, public corporation and political subdivision organized and existing under the laws of the State of West Virginia.

We have examined a certified copy of proceedings and other papers relating to the authorization of a Funding Assistance Agreement dated March 2, 2021, including all schedules and exhibits attached thereto (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").

Based upon the foregoing and upon our examination of such other documents as we have deemed necessary, we are of the opinion as follows:

1. The Local Government is a duly organized and validly existing municipality, public corporation and political subdivision of the State of West Virginia, with full power and authority to complete the Design Project, to operate and maintain the System, to enact the December 7, 2020 authorizing ordinance as supplemented by Supplemental Resolution adopted February 10, 2021 (the "Local Act") and to enter into the Funding Assistance Agreement, all under Chapter 16, Article 13 and Chapter 22C, Article 2 of the Code of West Virginia of 1931, as amended (the "Local Statute") and other applicable provisions of law.

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

3. The Local Government has received all approvals, orders, certificates and authorizations necessary for the creation and existence of the Local Government, the acceptance of the Funding Assistance, and the operation of the System, including, approval from West Virginia Infrastructure and Jobs Development Council. Approval from the Public Service Commission of West Virginia is not required for the financing.

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

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

Sincerely,



STEPH & JOHNSON PLLC

March 2, 2021

Town of Grantsville
Grantsville, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Department of Environmental Protection
Charleston, West Virginia

Ladies and Gentlemen:

We are counsel to Town of Grantsville (the "Local Government"), a municipality and public corporation and political subdivision organized and existing under the laws of the State of West Virginia.

We have examined a certified copy of proceedings and other papers relating to the authorization of a Funding Assistance Agreement dated March 2, 2021, including all schedules and exhibits attached thereto (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").

The Funding Assistance is being provided for the purposes of (i) paying the costs of pre-construction services of certain improvements and extensions to the existing public sewerage system of the Local Government (the "Design Project"); and (ii) paying certain issuance and other costs in connection therewith.

We have also examined the applicable provisions of Chapter 16, Article 13 and Chapter 22C, Article 2 of the Code of West Virginia, 1931, as amended (the "Local Statute"), and the ordinance duly enacted by the Local Government on December 7, 2020 as supplemented by Supplemental Resolution adopted February 10, 2021 (the "Local Act"), pursuant to and under which Local Statute and Local Act, the Funding Assistance is authorized and the Funding Assistance Agreement has been undertaken. The Funding Assistance is forgivable at the end of each fiscal year in which funds are advanced for the Design Project.

Based upon the foregoing and upon our examination of such other documents as we have deemed necessary, we are of the opinion as follows:

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

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

3. The Local Government is a duly organized and validly existing municipality, public corporation and political subdivision of the State of West Virginia, with full power and authority to complete the Design Project, to operate and maintain the System, to adopt or enact the Local Act and to enter into the Funding Assistance Agreement, all under the Local Statute and other applicable provisions of law.

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

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

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

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

Very truly yours,


STEPHENS & JOHNSON PLLC



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

March 2, 2021

Town of Grantsville
Funding Assistance, Series 2021 A
(West Virginia SRF Program)

West Virginia Department of Environmental Protection
Charleston, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

United States Department of Agriculture
Ripley, West Virginia

Ladies and Gentlemen:

Based upon the rates and charges set forth in the sewer rate ordinance enacted by the Town of Grantsville (the "Local Government") on October 5, 2020 and projected operation and maintenance expenses and anticipated customer usage as furnished to us by the Town of Grantsville, it is our opinion that such rates and charges will be sufficient to provide revenues which, together with other revenues of the sewerage system (the "System") of the Local Government, 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 Local Government's:

- (i) Sewer Revenue Bonds, Series 1990 (United States Department of Agriculture), dated August 22, 1990, issued in the aggregate principal amount of \$69,000 (the "Series 1990 Bonds");
- (ii) Sewer Revenue Bonds, Series 2009 A (West Virginia SRF Program), dated November 12, 2009, issued in the original aggregate principal amount of \$343,361 (the "Series 2009 A Bonds");
- (iii) Sewer Revenue Bonds, Series 2009 B (West Virginia SRF Program/ARRA), dated November 12, 2009, issued in the original aggregate principal amount of \$2,200,300 (the "Series 2009 B Bonds")¹;

¹ The Series 2009 B Bonds were technically issued on a parity; however, the Series 2009 B Bonds are forgivable quarterly until maturity of March 1, 2021.

(iv) Sewer Revenue Bonds, Series 2015 A (United States Department of Agriculture), dated May 15, 2015, issued in the original aggregate principal amount of \$240,000 (the "Series 2015 A Bonds"); and

(v) Sewer Revenue Bonds, Series 2015 B (United States Department of Agriculture), dated May 15, issued in the original aggregate principal amount of \$70,000 (the "Series 2015 B Bonds").

Very truly yours,

BENNETT & DOBBINS PLLC

BENNETT & DOBBINS PLLC

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.govDate of Report: 3/2/2021ISSUE: Town of GrantsvilleSRF Funding Assistance, Series 2021ADDRESS: P.O. Box 146 Grantsville, WV 26147COUNTY: CalhounPURPOSE OF ISSUE: ☒ New Money☐ RefundingRefunding issue(s) dated: NAISSUE DATE: March 2, 2021RATE: 0.00% ADMIN FEE: NAISSUE AMOUNT: \$285,0001st DEBT SERVICE DUE: NA1st PRINCIPAL DUE: NA1st DEBT SERVICE AMOUNT: NAPAYING AGENT: NABOND COUNSEL: Steptoe and Johnson PLLCUNDERWRITERS COUNSEL: Jackson KellyContact Name: John StumpContact Name: Samme GeePhone: 304.353.8196Phone: 304.340.1318Email: john.stump@steptoe-johnson.comEmail: sgee@jacksonkelly.com

CLOSING BANK: _____

ESCROW TRUSTEE: _____

Contact Name: _____

Contact Name: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

KNOWLEDGEABLE ISSUER CONTACT:

OTHER: WV DEPContact Name: Pamela DavisContact Name: John GiroirTitle: City ManagerTitle: Acting ManagerPhone: 304.354.7500304.926.0499Email: pamela_davis1962@yahoo.comEmail: john.giroir@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: The Funding Assistance is forgivable. No accounts are set up at the Commission

FOR MUNIICIPAL BOND COMMISSION USE ONLY:

Documents Required: _____

Transfers Required: _____