



WEST VIRGINIA

Infrastructure & Jobs Development Council

July 07, 2022

Anita Mahan
HANCOCK COUNTY PSD
1205 North Chestnut Street
New Cumberland, WV 26047

Re: HANCOCK COUNTY PSD
Sewer Plant Upgrade/Line Upgrade Project No. 2021S-1980
Preliminary Application Approved

Dear Anita Mahan:

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 and Funding Committee, the Council has determined that the Project is technically feasible within the guidelines of the Infrastructure and Jobs Development Act. The Sponsor should carefully review the comments of the 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.

Additionally, the Council recommends the HANCOCK COUNTY PSD pursue the following funding:

Below is the recommended loan information for this Project:

CWSRF Loan (Term: 40 years Rate: 0.5000%) - \$2,900,000.00 - Recommended

Below is the recommended grant information for this Project:

IJDC PFA Grant District 1 - \$50,000.00 - Committed

Local/City/Council - \$50,000.00 - Committed

CWSRF Principal Forgiveness - \$700,000.00 - Recommended

IJDC Grant - \$500,000.00 - Recommended

IJDC Distressed Utilities - \$5,000,000.00 - Recommended

Total estimated project cost is \$9,200,000.00. 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: WDA, Marie Prezioso
CWRRF Kathy Emery



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

September 12, 2023

Mr. Jerry Everly, Chairman
Hancock County PSD
1205 N Chestnut St
New Cumberland, WV 26047

RE: Hancock County PSD
Design Binding Commitment
SRF No. C-544733

Dear Mr. Everly:

This letter is to confirm our intention of providing the long-term financing through the Clean Water State Revolving Fund (Fund) program for the Hancock County Public Service District Design Loan for their Newell wastewater improvement project.

We are hereby committing a loan in the amount of \$937,600 for non-construction (design loan) financing. The District qualifies for this amount as Principal Forgiveness Loan funding as a disadvantaged community under the conditions of the FY2024 Intended Use Plan.

If the District's loan has not been issued to the Fund prior to March 12, 2024, it is understood that the Fund reserves the right to discontinue processing the District'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,

A handwritten signature in black ink, appearing to read "Kathryn D. Emery", is written over a faint, circular, textured background that matches the department's logo.

Katheryn D. Emery, P.E.
Director

KE/pp

cc: Mr. John Klein, Herbert, Rowland & Grubic, Inc. (via e-mail)
Mr. Ben Erste, Region XI Planning & Development Council (via e-mail)
Ms. Samme Gee, Esquire, Jackson Kelly (via e-mail)

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”).

HANCOCK COUNTY PUBLIC SERVICE DISTRICT
(2021S-1980 / C-544733)
(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 utilize moneys from the Fund to provide funding assistance to local governments for the design, acquisition and/or construction of wastewater treatment projects by such local governments, all subject to such provisions and limitations as are contained in BIL, as hereinafter defined, the Clean Water Act and the Act (hereinafter “Funding Assistance”);

WHEREAS, the DEP has been awarded funding pursuant to the Infrastructure Investment and Jobs Act, Public Law 117-58 (“BIL”) to capitalize the Fund;

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

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”);

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 (“Costs of the Project”) by obtaining money from the Fund; 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 Funding Assistance for costs incurred with respect to the Project only upon receipt of invoices approved by DEP.

1.5 The Authority and DEP shall pay for any costs that are incurred from the beginning date set forth on Exhibit C (the “Beginning Date”), to the expiration date set forth on Exhibit C (the “Expiration Date”) of which some costs may have been incurred prior to the date hereof and where such costs are necessary for the efficient and timely performance of the scope of the Project and are eligible costs for the Fund. An amount equal to the outstanding invoices will be advanced on the Date of Closing. The remaining proceeds of the Funding Assistance shall be advanced by the DEP monthly as required by the Local Government to pay Costs of the Project, provided, however, if the proceeds of the Funding Assistance will be used to repay an interim financing, the proceeds will be advanced on a schedule mutually agreeable to the Local Government, the DEP and the Authority.

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

ARTICLE II

2.1 The Local Government hereby warrants and represents that all information provided to the Authority and DEP in this 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 Funding Assistance 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 Funding Assistance 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 That 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 Revolving Loan Fund an amount equal to the then depreciated value of the assets purchased.

2.3 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.

2.4 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.

2.5 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.

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

2.7 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) (June 30, 2030), if the design of the Project is not completed.

SRF – PF DESIGN¹
(07/23)

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.

(SEAL)



Attest:

William Allison
Its: Secretary

HANCOCK COUNTY PUBLIC SERVICE DISTRICT

By: [Signature]
Its: Chairman
Date: October 3, 2023

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

By: [Signature]
Its: Director
Date: October 3, 2023

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

(SEAL)

By: [Signature]
Its: Executive Director
Date: October 3, 2023

Attest:

[Signature]
Its: Authorized Officer

EXHIBIT A

PROJECT DESCRIPTION

The Project consists of the design of certain upgrades and improvements to the existing wastewater collection and treatment system in conjunction with the acquisition of and improvements to the Newell Company wastewater system, and all necessary appurtenances.

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. AUDIT REQUIREMENT (Supplement to Article IV 4.1 (b) (xi)) – This Project has been designated as an “equivalency” project and the Local Government must obtain audits in accordance with 2 CFR 200 Subpart F or any successor thereto. Following completion of the Project, financial statement audits are required once all funds have been received by the Local Government.

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 \$937,600

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: Hancock County

Beginning Date: January 1, 2019
Expiration Date: June 30, 2030

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]

SRF – PF DESIGN¹
(07/23)

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,

HANCOCK COUNTY PUBLIC SERVICE DISTRICT

RESOLUTION AUTHORIZING THE DESIGN OF CERTAIN IMPROVEMENTS, ADDITIONS, BETTERMENTS AND EXTENSIONS TO THE EXISTING PUBLIC SEWER FACILITIES OF THE HANCOCK COUNTY PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ACCEPTANCE BY THE DISTRICT OF DESIGN FUNDING ASSISTANCE IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,000,000 THROUGH THE WEST VIRGINIA CLEAN WATER SRF PROGRAM; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO ACCEPTANCE OF SUCH FUNDING; APPROVING, RATIFYING AND CONFIRMING THE DESIGN FUNDING ASSISTANCE AGREEMENT RELATING TO SUCH FUNDING ASSISTANCE.

BE IT RESOLVED BY THE PUBLIC SERVICE BOARD OF THE HANCOCK COUNTY PUBLIC SERVICE DISTRICT:

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

WHEREAS, the Hancock County Public Service District (the "Local Government") is authorized and empowered by the Act to design, acquire, construct, improve, operate and maintain a wastewater collection and treatment system (the "System") and to finance the cost ("Design Costs") of design of improvements to the same (the "Project") from grants or other funding assistance;

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 Water Development Authority (the "Authority");

WHEREAS, in reviewing the application for the Project, the DEP and the Authority have determined to offer funding assistance to the Local Government for the design of the Project through a principal forgiveness loan (the "Funding Assistance") as provided in the Design 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 Public Service Board of the Local Government (the "Governing Body") deems it essential and desirable that this Resolution be adopted, 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 HANCOCK COUNTY PUBLIC SERVICE DISTRICT, AS FOLLOWS:

Section 1. A. There is hereby authorized and ordered the implementation of the design of the improvements to and connection to the Newell Company collection lines at an estimated cost not to exceed \$1,000,000, which includes the design of the of the Project in accordance with the preliminary engineer report which has been prepared by the Consulting Engineers, heretofore filed in the office of the Governing Body and approved by the DEP. The proceeds of the Funding Assistance hereby authorized shall be applied to the Design Costs . The Local Government will enter into contracts for the design, in amounts otherwise compatible with the financing plan submitted to the Authority and the DEP.

B. The cost of the Design is estimated not to exceed \$1,000,000, of which not more than \$937,600 will be obtained from the proceeds of the Funding Assistance.

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 Chairman 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.

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, in the form provided by the DEP. 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 Local Government hereby appoints and designates United Bank, Weirton, West Virginia, to serve as Depository Bank for the Funding Assistance.

Section 6. The proceeds of the Funding Assistance, as advanced from time to time, shall be deposited in or credited to the Hancock County Public Service District Construction Fund, as received by the Local Government for payment of Design Costs, including costs of issuance of the Funding Assistance.

Section 7. The Chairman and Secretary 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 on or about October 3, 2023.

Section 8. The design of the Project and the financing thereof with proceeds of the Funding Assistance are in the public interest, serve a public purpose of the Local Government and will promote the health, welfare and safety of the residents of the Local Government.

Section 9. The Local Government hereby approves and accepts all contracts relating to the financing and design of the Project and the Chairman of the Governing Body is hereby authorized and directed to execute and deliver all such contracts.

Section 10. The Local Government hereby approves the costs of issuance and authorizes the payment of the same.

Section 11. This Resolution shall be effective immediately following adoption of the same.

[Remainder of page intentionally left blank]

Adopted this 13th day of September, 2023.


Chairman and Member


Member


Member

CERTIFICATION

Certified as a true copy of a Resolution duly adopted by the Public Service Board of Hancock County Public Service District on the 13th day of September, 2023.

Dated this 3rd day of October, 2023.

[SEAL]




Secretary

EXHIBIT A

DESIGN DESCRIPTION

The Design of the Project consists of the design of certain upgrades and improvements to the existing wastewater collection and treatment system in conjunction with the acquisition of and improvements to the Newell Company wastewater system, and all necessary appurtenances.

THE WEIRTON DAILY TIMES

114 Lee Ave.
Weirton, WV 26062
Phone: 304-748-0606

PUBLIC NOTICE ADVERTISING AFFIDAVIT

HANCOCK COUNTY PSD
MIKELE MOORE
500 LEE STREET
SUITE 1600
CHARLESTON, WV 25301

Account Number: LC6219
Proof Date: 09-01-23
Ad Number: 189794

ACCOUNT #	DESCRIPTION	LINES	TIMES	PROOF	TOTAL CHARGES
LC6219	HANCOCK COUNTY PUBLIC SERVICE DISTRIK	37	1	.00	27.77

PROOF OF PUBLICATION

Perry Nardo who being duly sworn according to law, deposes and says that he is
Regional Publisher of THE WEIRTON DAILY TIMES a newspaper in the City of
Weirton, State of West Virginia, hereby certify that the annexed publication was inserted in said
newspaper on the following dates:

Daily Times: 09-01-23

Sworn to and subscribed before me this 1st day of September 2023

Shellie Higgins



THE WEIRTON DAILY TIMES

114 Lee Ave.
Weirton, WV 26062
Phone: 304-748-0606

Proof Date: 09-01-23

Ad Number: 189794

PUBLIC NOTICE ADVERTISING AFFIDAVIT

HANCOCK COUNTY PUBLIC SERVICE DISTRICT

NOTICE OF REGULAR MEETING
The Public Service Board of Hancock County Public Service District (the "District") will hold a regular meeting at 4:00 p.m., prevailing time, on Wednesday, September 13, 2023, at the District's office at 1205 N. Chestnut Street, New Cumberland, West Virginia, for the following purposes:

1. To consider and adopt proposed Bond Resolution authorizing its Sewer Design Revenue Bonds, Series 2023 A (West Virginia CWSRF Program), in the aggregate principal amount not to exceed \$1,000,000 (the "Bonds"), to permanently finance a portion of the costs of the design of certain improvements and extensions to the existing public sewer facilities of the District (the "Project").

2. To consider and adopt proposed Supplemental Resolution approving the terms and other provisions of the Bonds.

3. To consider and approve all other resolution documents and matters in connection with the Project.

This meeting is open to the press and the public and any person interested may attend such meeting.

/s/ Will Allison
Secretary
WDT Sep 1, 2023

CERTIFICATE OF CONSULTING ENGINEER

HANCOCK COUNTY PUBLIC SERVICE DISTRICT
DESIGN FUNDING ASSISTANCE, SERIES 2023
(WEST VIRGINIA CWSRF PROGRAM/PRINCIPAL FORGIVENESS)

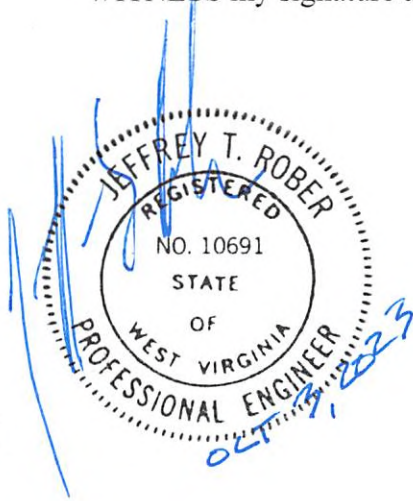
I, Jeffrey T. Rober, P.E., Registered Professional Engineer, West Virginia License No. 10691 of Herbert, Rowland & Grubic, Inc., Pittsburgh, Pennsylvania, hereby certify as follows:

1. My firm is engineer for the design of certain additions, betterments and improvements to the existing public sewer facilities (the "Project") of the Hancock County Public Service District (the "Issuer"), to be constructed in Hancock County, West Virginia, which design is being permanently financed in part by the above-captioned Design Funding Assistance (the "Design Funding Assistance") of the Issuer. Capitalized words not defined herein shall have the same meaning set forth in the funding assistance resolution adopted by the Issuer on September 13, 2023, 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 October 3, 2023.

2. To the best of our knowledge, information, and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Design Project, the Design Project will be completed by Herbert, Rowland & Grubic, Inc., as described in the application submitted to the Authority and the DEP, requesting the Authority to purchase the Design Funding Assistance (the "Application"); (ii) any buildings included in the Project will have been 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 sewer portion of the system of the Issuer which will be designed as a result of the Design Project will be adequate for the purpose for which it will be designed and, when constructed, will have an estimated useful life of at least 30 years; (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 improvements contemplated by the Design Project and the operation of the System; (v) the net proceeds of the Design Funding Assistance, together with all other monies on deposit or to be simultaneously deposited and irrevocably pledged thereto, are sufficient to pay the costs of the Design Project, as set forth in the Application; and (vi) attached hereto as Exhibit A is the final amended "Schedule B – Total Cost of Design Project and Sources of Funds" for the Design Project.

WITNESS my signature and seal on this 3rd day of October, 2023.

[SEAL]



HERBERT, ROWLAND & GRUBIC, INC.

By

Jeffrey T. Rober, P.E.

License No. 10691

Hancock County PSD - Newell Project
 IJDC #: 2021S-1980
 CWSRF #: C-544733

09/12/23

Preliminary Schedule B	Total	Feasibility Phase - Complete		Design Phase		Construction Phase				
		Local/City	PFA Grant (0.00% Int)	CWSRF Principal Forgiveness	CWSRF Construction Loan (30yr @ 1.75% Int + 25% admin)	CWSRF Green Reserve Funds	CWSRF Principal Forgiveness	IJDC Grant	IJDC Distressed Utilities	WDA Economic Enhancement Grant
Amount Funded		\$50,000.00	\$50,000.00	\$937,600.00	\$2,109,279.00	\$500,000.00	\$0.00	\$500,000.00	\$5,000,000.00	\$1,411,079.00
1. Construction Services										
a. Construction Contract #1 (PS)	1,330,000.00					500,000.00			830,000.00	
b. Construction Contract #2 (Forcemain)	2,283,800.00						0.00		872,721.00	1,411,079.00
c. Construction Contract #3 (Gravity)	2,530,800.00								2,530,800.00	
d. Construction Contingency	1,111,569.00							345,090.00	766,479.00	
e. Equipment	55,000.00									
e. Construction Services Subtotal	7,311,169.00	0.00	0.00	0.00	55,000.00	500,000.00	0.00	345,090.00	5,000,000.00	1,411,079.00
2. Technical Services (HRG, Inc.)										
a. Feasibility Study	70,000.00	35,000.00	35,000.00							
b. Study & Report Phase	33,200.00			33,200.00						
c. Preliminary Design	192,200.00			192,200.00						
d. Final Design Phase	392,600.00			392,600.00						
e. Bidding & Negotiation Phase	22,900.00			22,900.00						
f. Construction Phase	198,500.00				198,500.00					
g. Post-Construction Phase	27,000.00				27,000.00					
h. Record Drawings	23,900.00				23,900.00					
i. Resident Project Representative	363,300.00				363,300.00					
j. Asset Management Plan	10,000.00				10,000.00					
k. CCTV Phase	7,200.00			7,200.00						
l. Special Services										
i. CCTV (bid out - not HRG)	75,000.00			75,000.00						
m. Technical Services Subtotal	1,415,800.00	35,000.00	35,000.00	723,100.00	622,700.00	0.00	0.00	0.00	0.00	0.00
3. Other Services										
a. Legal (Local Attorney)	30,000.00	5,000.00	5,000.00	20,000.00						
b. Lands and ROW's Attorney	10,000.00			10,000.00						
c. PSC Attorney	80,000.00			80,000.00						
d. Project Administration (BHL-MPC)	40,000.00			20,000.00	20,000.00					
e. Project Accountant (SCH, PLLC)	40,000.00	10,000.00	10,000.00	20,000.00				10,000.00		
f. Obtain ROW's	10,000.00									
g. System Acquisition (Newell System)	1,361,079.00				1,361,079.00					
h. Permits	151,910.00			7,000.00				144,910.00		
i. Other Services Subtotal	1,722,989.00	15,000.00	15,000.00	157,000.00	1,361,079.00	0.00	0.00	154,910.00	0.00	0.00
4. Total of Lines 1, 2, & 3	10,449,968.00	50,000.00	50,000.00	880,100.00	2,058,779.00	500,000.00	0.00	500,000.00	5,000,000.00	1,411,079.00
5. Cost of Financing										
a. Reserve	0.00									
b. Registrar	500.00			0.00	500.00					
c. Bond Counsel (Jackson Kelly PLLC)	57,500.00			7,500.00	50,000.00					
e. Subtotal Cost of Financing	58,000.00	0.00	0.00	7,500.00	50,500.00	0.00	0.00	0.00	0.00	0.00
6. Other Expenses										
a. Project Contingency	0.00									
b. LUDC PFA Grant Payoff	0.00	0.00	0.00	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00
d. Subtotal Other Expenses	0.00	0.00	0.00	57,500.00	50,500.00	0.00	0.00	0.00	0.00	0.00
7. Totals of Line 5 & 6	58,000.00	0.00	0.00	107,500.00	101,000.00	0.00	0.00	0.00	0.00	0.00
8. Total Project Costs (Totals Line 4 & 7)	10,507,968.00	50,000.00	**Pay Off	937,600.00	2,109,279.00	500,000.00	0.00	500,000.00	5,000,000.00	1,411,079.00

Paul G. G. 9-13-23
 PSD Chair Signature Date

[Signature]
 Engineer Signature Date **SEP 14 2023**



smithcochranhicks PLLC

CERTIFIED PUBLIC ACCOUNTANTS

October 3, 2023

**HANCOCK COUNTY PUBLIC SERVICE DISTRICT
DESIGN FUNDING ASSISTANCE, SERIES 2023
(WEST VIRGINIA CWSRF PROGRAM/PRINCIPAL FORGIVENESS)**

Hancock County Public Service District
1205 N. Chester Street
New Cumberland, West Virginia 26047

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

West Virginia Infrastructure and Jobs Development Council
1009 Bullitt Street
Charleston, West Virginia 25301

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

Jackson Kelly PLLC
500 Lee Street, Suite 1600
Charleston, West Virginia 25301

Re: CPA Certificate

Ladies and Gentlemen:

We have reviewed the sewer rates of Hancock County Public Service District (the "Issuer") approved by the Public Service Commission of West Virginia (the "PSC") in Case No. 23-0372-PSD-19A, which became effective on June 20, 2023, and the projected operating expenses and anticipated customer usage provided by Herbert, Rowland & Grubic, Inc., the engineer of the Issuer. It is our opinion that such rates are sufficient (i) to provide for all operating expenses of the sewer facilities of the Issuer (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 on the Issuer's: (i) Sewer Revenue Bonds, Series 1995 A, (West Virginia Water Development Authority), dated December 7, 1995, issued in the original principal amount of \$289,532 (the "Series 1995 A Bonds"); (ii) Sewer Revenue Bonds, Series 1995 B, (West Virginia Water Development Authority), dated December 7, 1995, issued in the original principal amount of \$1,080,088 (the "Series 1995 B Bonds"); (iii) Sewerage System Revenue Bonds, Series 2002, (West Virginia Infrastructure Fund), dated August 1, 2002, issued in the original principal amount of \$1,000,000 (the "Series 2002 Bonds"); (iv) Sewerage System Revenue Bonds, Series 2004 A,

(West Virginia SRF Program), dated June 8, 2004, issued in the original principal amount of \$899,699 (the "Series 2004 A Bonds"); (v) Sewerage System Revenue Bonds, Series 2008 A, (West Virginia SRF Program), dated August 12, 2008, issued in the original principal amount of \$4,569,751 (the "Series 2008 A Bonds"); (vi) Sewerage System Revenue Bonds, Series 2008 B, (West Virginia Infrastructure Fund), dated August 12, 2008, issued in the original principal amount of \$5,468,620 (the "Series 2008 B Bonds"); (vii) Sewer Revenue Bonds, Series 2017 A, (West Virginia CWSRF Program), dated December 21, 2017, issued in the original principal amount of \$5,550,000 (the "Series 2017 A Bonds"); and (viii) Sewer Design Revenue Bonds, Series 2022 A (West Virginia CWSRF Program), dated August 25, 2022, issued in the original principal amount of \$556,160 (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:

1. 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 Resolutions").

2. The Renewal and Replacement Fund required by the Prior Resolutions is established and the rates and charges for the System have been established which are projected to be sufficient in the upcoming Fiscal Year to make the required deposits in the Renewal and Replacement Fund.

3. 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 projected to be sufficient in the upcoming Fiscal Year to make the required deposits in the Working Capital Reserve Account.

Capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Funding Assistance Resolution authorizing the Funding Assistance.

Very truly yours,

Smith Cohen & Harris LLC



WEST VIRGINIA MUNICIPAL BOND COMMISSION

900 Pennsylvania Avenue, Suite 1117, Charleston, WV 25302

Phone: (304) 558-3971

FAX: (304) 558-1280

mbc.wv.gov

NEW ISSUE REPORT FORM

Date of Report: October 3, 2023

ISSUE: Hancock County Public Service District Design Funding Assistance, Series 2023
(West Virginia CWSRF Program/Principal Forgiveness)

ADDRESS: 1205 N. Chestnut Street, New Cumberland, WV 26047 COUNTY: Hancock

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

ISSUE DATE: October 3, 2022 RATE: N/A ADMIN FEE: N/A

ISSUE AMOUNT: \$937,600

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

1st DEBT SERVICE AMOUNT: N/A PAYING AGENT: Municipal Bond Commission

BOND COUNSEL: Jackson Kelly PLLC
Contact Name: Samme L. Gee, Esquire
Phone: (304) 340-1318
Email: sgee@jacksonkelly.com

UNDERWRITERS COUNSEL: White Law Offices PLLC
Contact Name: Ryan White, Esquire
Phone: (304) 720-1400
Email: rwhite@whitepllc.com

CLOSING BANK: United Bank
Contact Name: Ken Wright
Phone: (304) 723-2000
Email: kenneth.wright@bankwithunited.com

ESCROW TRUSTEE:
Contact Name:
Phone:
Email:

KNOWLEDGEABLE ISSUER CONTACT:
Contact Name: Anita Mahan
Title: Office Manager
Phone: (304) 564-7005
Email: amahan@hancockcountypsd.comcastbiz.net

OTHER : WV DEP CWSRF Program
Contact Name : John Giroir
Title : Program Manager
Phone: (304) 926-0499 ext 43836
Email: john.giroir@wv.gov

DEPOSITS TO MBC AT CLOSE:
By Wire
Check
In-house Transfer

Accrued Interest:
Capitalized Interest:
Reserve Account:
Other :

REFUNDS & TRANSFERS BY MBC AT CLOSE:
By Wire
Check
IGT

To Escrow Trustee :
To Issuer:
To Cons. Invest Fund:
To Other :

ISSUER NUMBERS:

BANK ID NUMBER:
ACCOUNT NUMBER:

CUSIP:
PROGRAM NUMBER:

NOTES: Principal forgiveness

FOR MUNICIPAL BOND COMMISSION USE ONLY:

Documents Required:

Transfers Required:

FRANKOVITCH, ANETAKIS, SIMON, DECAPIO & PEARL, LLP

ATTORNEYS AT LAW

GEORGE J. ANETAKIS *
CARL N. FRANKOVITCH *††
M. ERIC FRANKOVITCH *††
MICHAEL G. SIMON *††
THOMAS J. DECAPIO *
KEVIN M. PEARL *††
CARL A. FRANKOVITCH *††
CASEY WYNN *

529 CAROLINA AVENUE
CHESTER, WEST VIRGINIA 26034
TELEPHONE: 304-387-4400
FACSIMILE: 304-387-4412

337 PENCO ROAD
WEIRTON, WEST VIRGINIA 26062
(304) 723-4400

ADMITTED TO PRACTICE IN
* WEST VIRGINIA
† PENNSYLVANIA
‡ OHIO

EMAIL: TOM@FASLAW.COM

October 3, 2023

Hancock County Public Service District
New Cumberland, West Virginia

West Virginia Department of Environmental Protection
Charleston, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

Jackson Kelly PLLC
Charleston, West Virginia

Re: Hancock County Public Service District
\$937,600 Design Funding Assistance, Series 2023
(West Virginia CWSRF Program/Principal Forgiveness)

Ladies and Gentlemen:

We are counsel to Hancock County Public Service District (the "Local Government"), a public corporation and political subdivision of the State of West Virginia.

We have examined a certified copy of proceedings and other papers relating to the authorization of a Design Funding Assistance Agreement dated October 3, 2023, 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 a wastewater system improvement project, and (ii) paying certain issuance and other costs in connection therewith.

We have also examined the applicable provisions of Chapter 16, Article 13A of the Code of West Virginia, 1931, as amended (the "Local Statute"), and the resolution duly adopted by the Local Government on September 13, 2023 (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 Design.

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 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 public service district, with full power and authority to undertake the Design, 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 appointed, 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.
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

Hancock County Public Service District
West Virginia Department of Environmental Protection
West Virginia Water Development Authority
Jackson Kelly PLLC
October 3, 2023
Page 3

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.

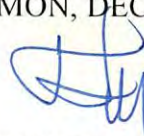
7. The Local Government has received all permits, licenses, approvals, consents, exemptions, orders, certificates and authorizations necessary for the creation and existence of the Local Government, the acceptance of the Design Funding Assistance, and the undertaking of the Design including, without 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 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 Design, or the operation of the System.

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

Sincerely,

FRANKOVITCH, ANETAKIS
SIMON, DECAPIO & PEARL, LLP



THOMAS J. DECAPIO

TJD/dmi