

FUNDING ASSISTANCE AGREEMENT

THIS WATER POLLUTION CONTROL REVOLVING FUND FUNDING ASSISTANCE AGREEMENT (the "Funding Assistance 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 designated below (the "Local Government").

CITY OF OAK HILL
(C-544535 / 2014S-1555)
(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 acquire bonds of 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 to provide the financing for the acquisition 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");

* 100% Principal Forgiveness Projects only.

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 is included on the DEP State Project Priority List and the Intended Use Plan and has met DEP's pre-application requirements for the Program;

WHEREAS, the Local Government is authorized and empowered by the statutes of the State to acquire, construct, improve, operate and maintain a wastewater treatment project and to finance the cost of acquisition and construction of the same from grants or other funding assistance;

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 Definitions

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

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

1.3 "Decentralized System" means wastewater treatment systems that treat wastewater, then reusing and/or dispersing the reclaimed water, as close to where it is generated as practical in each circumstance. A Decentralized System may include: on-site systems contained entirely within the simple boundaries of the lot it serves; small-scale collective systems, with their reuse/dispersal sites on easements on the lots served, on vacant lots purchased for this purpose, on off-site properties, or a combination of these; larger scale collective systems utilizing dispersed or aggregated reuse/dispersal sites or discharging to surface water.

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

1.5 "Program" means the wastewater treatment facility acquisition, construction and improvement program coordinated through the capitalization grants program established under BIL and the Clean Water Act and administered by DEP.

1.6 "Project" means the wastewater treatment facility project hereinabove referred to, to be constructed or being constructed by the Local Government in whole or in part with Funding Assistance or being or having been constructed by the Local Government in whole or in part with the proceeds of bond anticipation notes or other interim financing, which is to be paid in whole or in part with the net proceeds of the Funding Assistance.

1.7 "SRF Regulations" means the regulations set forth in Title 47, Series 31 of the West Virginia Code of State Regulations, as amended.

1.8 "System" means the wastewater treatment facility owned by the Local Government, of which the Project constitutes all or to which the Project constitutes an improvement, and any improvements thereto hereafter constructed or acquired from any sources whatsoever.

1.9 Additional terms and phrases are defined in this Funding Assistance Agreement as they are used.

ARTICLE II The Project and the System

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

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

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

2.4 The Local Government agrees that the Authority and DEP and their respective duly authorized agents shall have the right at all reasonable times to enter upon the Project site and Project facilities and to examine and inspect the same. The Local Government further agrees that the Authority and DEP and their respective duly authorized agents shall, prior to, during and after completion of construction and commencement of operation of the Project, have such rights of

access to the System site and System facilities as may be reasonably necessary to accomplish all of the powers and rights of the Authority and DEP with respect to the System pursuant to the pertinent provisions of the Act.

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

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

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

2.8 The Local Government shall require that each of its contractors and all subcontractors maintain, during the life of the construction contract, workers' compensation coverage, public liability insurance, property damage insurance and vehicle liability insurance in amounts and on terms satisfactory to the Authority and DEP and shall verify or have verified such insurance prior to commencement of construction. Until the Project facilities are completed and accepted by the Local Government, the Local Government or (at the option of the Local Government) the contractor shall maintain builder's risk insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the Authority, the Local Government, the prime contractor and all subcontractors, as their interests may appear. If facilities of the System which are detrimentally affected by flooding are or will be located in designated special flood or mudslide-prone areas and if flood insurance is available at a reasonable cost, a flood insurance policy must be obtained by the Local Government on or before the Date of Closing.

2.9 The Local Government shall provide and maintain competent and adequate engineering services satisfactory to the Authority and DEP covering the supervision and inspection of the development and construction of the Project and bearing the responsibility of assuring that construction conforms to the plans, specifications and designs prepared by the Consulting Engineers, which have been approved by all necessary governmental bodies. Such engineer shall certify to the

Authority, DEP and the Local Government at the completion of construction that construction is in accordance with the approved plans, specifications and designs, or amendments thereto, approved by all necessary governmental bodies. The Local Government shall require the Consulting Engineers to submit Record Drawings, as defined in the SRF Regulations, to it within 60 days of the completion of the Project. The Local Government shall notify DEP in writing of such receipt. The Local Government shall submit a Performance Certificate, the form of which is attached hereto as Exhibit A, and being incorporated herein by reference, to DEP within 60 days of the end of the first year after the Project is completed.

2.10 The Local Government shall require the Consulting Engineers to submit the final or updated Operation and Maintenance Manual, if necessary, as defined in the SRF Regulations, to DEP when the Project is 90% completed. The Local Government shall at all times provide operation and maintenance of the System in compliance with any and all State and federal standards. The Local Government shall employ a state certified plant operator prior to the Project being 50% complete and notify the DEP of such employment. The Local Government shall retain the operator(s) to operate the System as required by State law.

2.11 The Local Government hereby covenants and agrees to comply with all applicable laws, rules and regulations issued by the Authority, DEP or other State, federal or local bodies in regard to the construction of the Project and operation, maintenance and use of the System.

2.12 The Local Government, commencing on the date contracts are executed for the acquisition or construction of the Project and for two years following the completion of acquisition or construction of the Project, shall each month complete a Monthly Financial Report, the form of which is attached hereto as Exhibit B and incorporated herein by reference, and forward a copy by the 20th of each month to the DEP and the Authority.

2.13 The Local Government, during construction of the Project, shall complete Payment Requisition Forms, the form of which is attached hereto as Exhibit C and incorporated herein by reference, and forward such forms to DEP in compliance with the Local Government's construction schedule.

2.14 The Local Government shall perform an annual maintenance audit which maintenance audit shall be submitted to the Authority and the Public Service Commission of West Virginia (the "PSC").

2.15 The Local Government, prior to the closing of the Funding Assistance, shall provide the DEP and the Authority with the opinion of local counsel, the form of which is attached hereto as Exhibit F and incorporated herein by reference.

ARTICLE III Conditions to Advance of Funding Assistance

3.1 The agreement of the Authority and DEP to advance Funding Assistance hereunder:

(a) The Local Government shall have delivered to the Authority and DEP a report listing the specific purposes for which the proceeds of the Funding Assistance will be expended and the procedures as to the disbursement of proceeds of the Funding Assistance, including an estimated monthly draw schedule;

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

(c) The Local Government shall have authorized the delivery of the Funding Assistance hereunder, to the Authority of the Funding Assistance described in this Article III and in Article IV hereof;

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

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

(f) The Local Government shall have obtained all requisite orders of and approvals from the Public Service Commission of West Virginia (the "PSC") and the West Virginia Infrastructure and Jobs Development Council necessary for the construction of the Project and operation of the System, with all requisite appeal periods having expired without successful appeal and the Authority and DEP shall have received an opinion of counsel to the Local Government, which may be local counsel to the Local Government, bond counsel or special PSC counsel but must be satisfactory to the Authority and DEP, to such effect;

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

(h) Such rates and charges for the System shall be sufficient to comply with the provisions hereof, and the Authority and DEP shall have received a certificate of the accountant for the Local Government, or such other person or firm experienced in the finances of local governments and satisfactory to the Authority and DEP, to such effect; and

(i) The Funding Assistance, together with all moneys on deposit or to be simultaneously deposited (or, with respect to proceeds of grant anticipation notes or other indebtedness for which a binding purchase contract has been entered, to be deposited on a date certain) and irrevocably pledged thereto and the proceeds of grants irrevocably committed therefor, shall be sufficient to pay the costs of construction and acquisition of the Project as set forth in the application filed with DEP, and the Authority and DEP shall have received a certificate of the Consulting Engineers, or such other person or firm experienced in the financing of wastewater treatment projects and satisfactory to the Authority and DEP, to such effect, such certificate to be in form and substance satisfactory to the Authority and DEP, and evidence satisfactory to the Authority and DEP of such irrevocably committed grants.

3.2 Subject to the terms and provisions of this Funding Assistance Agreement, the rules and regulations promulgated by the Authority and DEP, including the SRF Regulations, or any other appropriate State agency and any applicable rules, regulations and procedures promulgated from time to time by the federal government, it is hereby agreed that the Authority shall make the Funding Assistance to the Local Government and the Local Government shall accept the Funding Assistance from the Authority, and in furtherance thereof it is agreed that the Local Government shall sell to the Authority and the Authority shall make the Funding Assistance by purchasing the Local Bonds in the principal amount and at the price set forth in Schedule X hereto. The Funding Assistance shall have such further terms and provisions as described in Article IV hereof.

3.3 The Local Bonds shall be delivered to the Authority, at the offices of the Authority, on a date designated by the Local Government by written notice to the Authority, which written notice shall be given not less than ten (10) business days prior to the date designated; provided, however, that if the Authority is unable to accept delivery on the date designated, the Funding Assistance shall be delivered to the Authority on a date as close as possible to the designated date and mutually agreeable to the Authority, DEP and the Local Government. The date of delivery so designated or agreed upon is hereinafter referred to as the "Date of Closing."

3.4 The Local Government understands and acknowledges that it is one of several local governments which have applied to the Authority and DEP for loans from the Fund to finance wastewater treatment projects and that the obligation of the Authority to make any such loan is subject to the Local Government's fulfilling all of the terms and conditions of this Funding Assistance Agreement on or prior to the Date of Closing and to the requirements of the Program. The Local Government specifically recognizes that the Authority will not purchase the Funding Assistance unless and until sufficient funds are available in the Fund to purchase all the Funding Assistance and that, prior to such purchase, the Authority may purchase the bonds of other local governments set out in the State Project Priority List, as defined in the SRF Regulations. The Local Government further specifically recognizes that all loans will be originated in conjunction with the SRF Regulations and with the prior approval of DEP.

3.5 The Local Government shall provide DEP with the appropriate documentation to comply with the special conditions regarding the public release and audit requirements, established by federal and State regulations as set forth in Exhibit E attached hereto at such times as are set forth therein.

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

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

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

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

ARTICLE IV Other Agreements of the Local Government

4.1 Covenants substantially as follows:

(a) That the Local Government shall complete the Project and operate and maintain the System in good condition;

(b) 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;

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

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

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

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

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

(h) That the Local Government shall annually cause the records of the System to be audited in accordance with 2 CFR 200 Subpart F (or any successor thereto) or the laws of the State 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;

(i) That 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;

(j) 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;

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

(l) That 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

(m) That 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 bid/construction/project underruns.

4.2 The Local Government hereby acknowledges to the Authority and DEP its understanding of the provisions of the Act, vesting in the Authority and DEP certain powers, rights and privileges with respect to wastewater treatment projects in the event of default by the Local Government in the terms and covenants of this Funding Assistance Agreement, and the Local Government hereby covenants and agrees that, if the Authority should hereafter have recourse to said rights and powers, the Local Government shall take no action of any nature whatsoever calculated to inhibit, nullify, void, delay or render nugatory such actions of the Authority in the due and prompt implementation of this Funding Assistance Agreement.

4.3 The Local Government hereby warrants and represents that all information provided to the Authority and DEP in this Funding Assistance Agreement, in the application filed with DEP 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 Local Government receiving the Funding Assistance, the Authority and DEP shall have the right to cancel all or any of their obligations under this Funding Assistance Agreement if (a) any representation made to the Authority and DEP by the Local Government in connection with the issuance of 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 filed with DEP or in any supporting documentation or has violated any of the terms of the Act, the SRF Regulations or this Funding Assistance Agreement.

4.4 The Local Government hereby agrees to file with the Authority and DEP upon completion of acquisition and construction of the Project a schedule in substantially the form of Amended Schedule A to the application filed with DEP, setting forth the actual costs of the Project and sources of funds therefor.

ARTICLE V Miscellaneous

5.1 Schedule X shall be attached to this Funding Assistance Agreement by the Authority as soon as practicable after the Date of Closing is established and shall be approved by an official action of the Local Government supplementing the Local Act, a certified copy of which official action shall be submitted to the Authority.

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

5.3 This Funding Assistance 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 Funding Assistance Agreement.

5.4 No waiver by any party of any term or condition of this Funding Assistance 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 Funding Assistance Agreement.

5.5 This Funding Assistance 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.

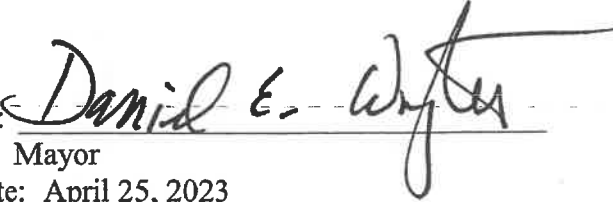
5.6 This Funding Assistance Agreement shall terminate upon written notice of termination to the Local Government and the Authority by the DEP.

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

CITY OF OAK HILL

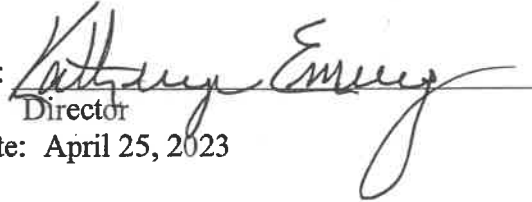
(SEAL)

By: 
Its: Mayor
Date: April 25, 2023

Attest:

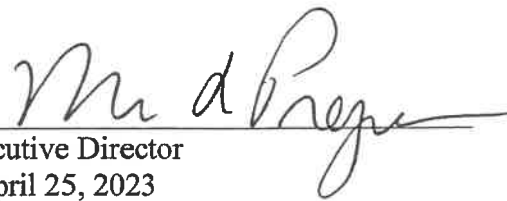
Ronda Falk, City Clerk
Its: City Clerk

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

By: 
Its: Director
Date: April 25, 2023

WEST VIRGINIA WATER DEVELOPMENT
AUTHORITY

(SEAL)

By: 
Its: Executive Director
Date: April 25, 2023

Attest:


Its: Authorized Officer

EXHIBIT A
FORM OF PERFORMANCE CERTIFICATE

[To Be Provided By DEP]

EXHIBIT B
MONTHLY FINANCIAL REPORT

Name of Local Government _____
Name of Bond Issue(s) _____
Type of Project _____ **Water** _____ **Wastewater** _____
Fiscal Year _____ **Report Month** _____

<u>Item</u>	<u>Current Month</u>	<u>Total Year To Date</u>	<u>Budget Year To Date</u>	<u>Budget Year To Date Minus Total Year To Date</u>
1. Gross Revenues	_____	_____	_____	_____
2. Operating Expenses	_____	_____	_____	_____
3. Bond Payments:				
<u>Type of Issue</u>	_____	_____	_____	_____
Clean Water SRF	_____	_____	_____	_____
Drinking Water TRF	_____	_____	_____	_____
Infrastructure Fund	_____	_____	_____	_____
Water Development Authority	_____	_____	_____	_____
Rural Utilities Service	_____	_____	_____	_____
Economic Development	_____	_____	_____	_____
Administration	_____	_____	_____	_____
Other (Identify)	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
4. Renewal and Replacement Fund Deposits	_____	_____	_____	_____

Name of Person Completing Form

Address

Telephone

INSTRUCTIONS FOR COMPLETING MONTHLY FINANCIAL REPORT

- Item 1 You will need a copy of the current fiscal year budget adopted by the Local Government to complete Items 1 and 2. In Item 1, provide the amount of actual **Gross Revenues** for the current month and the total amount year-to-date in the respective columns. Divide the budgeted annual Gross Revenues by 12. For example, if Gross Revenues of \$1,200 are anticipated to be received for the year, each month the base would be increased by \$100 ($\$1,200/12$). This is the incremental amount for the Budget Year-to-Date column.
- Item 2 Provide the amount of actual **Operating Expenses** for the current month and the total amount year-to-date in the respective columns. Any administrative fee should be included in the Operating Expenses. Divide the budgeted annual Operating Expenses by 12. For example, if Operating Expenses of \$900 are anticipated to be incurred for the year, each month the base would be increased by \$75 ($\$900/12$). This is the incremental amount for the Budget Year-to-Date column.
- Item 3 Provide the **Bond Payments (principal, interest and reserve account)** for all the outstanding bonds of the Local Government according to the source of funding. For example, Clean Water State Revolving Fund loan from Department of Environmental Protection, Drinking Water Treatment Revolving Fund loan from Bureau for Public Health, Infrastructure Fund loan from Infrastructure and Jobs Development Council, or a loan from the Water Development Authority, etc.
- Item 4 Provide the amount deposited into the **Renewal and Replacement Fund** each month. This amount is equal to 2.5% of Gross Revenues minus the total reserve account payments included in Item 3. If Gross Revenues are \$1,200, then \$30 (2.5% of \$1,200), LESS the amount of all reserve account payments in Item 3 should be deposited into the Renewal and Replacement Fund. The money in the Renewal and Replacement Fund should be kept separate and apart from all other funds of the Local Government.

The Local Government must complete the Monthly Financial Report and forward it to the Water Development Authority by the 20th day of each month, commencing on the date contracts are executed for the acquisition or construction of the Project and for two years following the completion of acquisition or construction of the Project.

EXHIBIT C
PAYMENT REQUISITION FORM

(All Copies to Be Provided by DEP for Each Project)

EXHIBIT D
FORM OF CERTIFICATE OF CONSULTING ENGINEER

(Issuer)

(Name of Bonds)

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

1. My firm is engineer for the acquisition and construction of _____ to the _____ system (the "Project") of _____ (the "Issuer"), to be constructed primarily in _____ County, West Virginia, which acquisition and construction are being permanently financed in part by the above-captioned bonds (the "Bonds") of the Issuer. Capitalized words not defined herein shall have the same meaning set forth in the bond [ordinance/resolution] adopted or enacted by the Issuer on _____, and the 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. The Bonds are being issued for the purposes of (i) _____, and (ii) paying certain issuance and other costs in connection therewith.

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

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

bids include prices for every item on such bid forms; (viii) the uniform bid procedures were followed; (ix) the Issuer has obtained all permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the Project and operation of the System; (x) as of the effective date thereof², the rates and charges for the System as adopted by the Issuer will be sufficient to comply with the provisions of the Funding Assistance Agreement; (xi) the net proceeds of the Bonds, together with all other moneys on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants, if any, irrevocably committed therefor, are sufficient to pay the costs of acquisition and construction of the Project approved by the DEP; (xii) the Project was designed and will be constructed in compliance with the provisions of West Virginia Code Chapter 22, Article 29; and (xiii) attached hereto as Exhibit A is the final amended "Schedule B - Total Cost of Project; Sources of Funds and Cost of Financing" for the Project.

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

By _____
West Virginia License No. _____

[SEAL]

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

EXHIBIT E
SPECIAL CONDITIONS

A. PUBLIC RELEASE REQUIREMENT – The Local Government agrees to include, when issuing statements, press releases, requests for proposals, bid solicitations, ground breaking 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. ASSET MANAGEMENT – The Local Government shall submit an acceptable asset management plan or where applicable, updated plans, to DEP no later than six months following substantial completion of the Project. This requirement shall be included in the bond closing documents.

C. 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.

D. CLOSING REQUIREMENTS – [Reserved].

EXHIBIT F
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: \$ _____ Funding Assistance (West Virginia Clean Water
 SRF Program)

Ladies and Gentlemen:

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

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

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

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

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

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

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

3. The Local Government is a duly organized and validly existing _____, with full power and authority to acquire and construct the 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 Section 4.1 of the Funding Assistance Agreement.

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

7. The Local Government has received all permits, licenses, approvals, consents, exemptions, orders, certificates and authorizations necessary for the creation and existence of the Local Government, the acceptance of the Funding Assistance, the acquisition and construction of the Project, and the operation of the System, 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 acquisition and construction of the Project, or the operation of the System.

9. All successful bidders have made the required provisions for all insurance and payment and performance bonds and such insurance policies or binders and such bonds have been

verified for accuracy. Based upon our review of the contracts, the surety bonds and the policies or other evidence of insurance coverage in connection with the Project, [I am/we are] of the opinion that such surety bonds or policies: (1) are in compliance with the contracts; (2) are adequate in form, substance and amount to protect the various interests of the Local Government; (3) have been executed by duly authorized representatives of the proper parties; (4) meet the requirements of the Act, the Local Act and the Funding Assistance Agreement and (5) all such documents constitute valid and legally binding obligations of the parties thereto in accordance with the terms, conditions and provisions thereof.

10. The contracts contain language requiring the contractors to provide affidavits from all contractors and subcontractors indicating that each contractor and subcontractor have a drug-free workplace policy pursuant to Chapter 21, Article 1D of the West Virginia Code of 1931, as amended. The contractor has submitted a plan to implement the drug-free workplace policy prior to the awarding of the contract pursuant to Chapter 21, Article 1D of the West Virginia Code of 1931, as amended.

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

Very truly yours,

SCHEDULE X

DESCRIPTION OF FUNDING ASSISTANCE

Principal Amount of Funding Assistance \$500,000

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

Number of New Customers: -0-

Location: City of Oak Hill, Fayette County

CITY OF OAK HILL

ORDINANCE AUTHORIZING THE FINANCING OF ADDITIONAL COSTS OF CERTAIN ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE SEWERAGE SYSTEM OF THE CITY OF OAK HILL THROUGH THE ACCEPTANCE BY THE CITY OF FUNDING ASSISTANCE IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$500,000 THROUGH THE WEST VIRGINIA CLEAN WATER SRF PROGRAM; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO ACCEPTANCE OF SUCH FUNDING ASSISTANCE; AND PROVIDING FOR THE APPROVAL OF THE FUNDING ASSISTANCE AGREEMENT RELATING TO SUCH FUNDING ASSISTANCE.

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

WHEREAS, the City of Oak Hill (the "Local Government") previously issued its City of Oak Hill Sewer Revenue Bonds, Subseries 2017 A-1 (West Virginia SRF Program); Sewer Revenue Bonds, Subseries 2017 A-2 (West Virginia SRF Program); and Sewer Revenue Bonds, Series 2017 B (West Virginia Infrastructure Fund) on September 21, 2017 (collectively, the "Prior Bonds"), to finance costs of the acquisition, construction, renovation, improvement and equipping of certain additions, betterments and improvements to the sewerage system of the Local Government for the benefit of the citizens of Oak Hill and surrounding areas, including without limitation upgrades to the Minden Road wastewater treatment plant of the Local Government (the "Project"), the plans and specifications for which Project have been prepared by The Thrasher Group, Inc., which plans and specifications have heretofore been filed with the Local Government;

WHEREAS, the Local Government has determined that additional funds are needed to finance additional costs of the acquisition, construction, renovation, improvement and equipping of the Project;

WHEREAS, the Local Government is authorized and empowered by the Act to acquire, construct, renovate, improve and equip the Project and to finance costs of such acquisition, construction, renovation, improvement and equipping of 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, after reviewing the application for the Project, the DEP and the Authority have determined to offer funding assistance to the Local Government for the Project

through a principal forgiveness loan in an amount not to exceed \$500,000 (the "Funding Assistance") as to be provided in the Funding Assistance Agreement among the West Virginia Water Development Authority, the West Virginia Department of Environmental Protection and the Local Government (the "Funding Assistance Agreement");

WHEREAS, the Local Government shall endeavor to comply with all terms and requirements set forth in the Funding Assistance Agreement prior to the advancement of funds thereunder; and

WHEREAS, the City Council of the Local Government (the "Governing Body") deems it essential and desirable that this Ordinance be enacted, that the Funding Assistance Agreement be approved, 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 ORDAINED BY THE GOVERNING BODY OF THE CITY OF OAK HILL, AS FOLLOWS:

Section 1. A. There is hereby authorized and ordered the financing of additional costs of the acquisition, construction, renovation, improvement and equipping of the Project in an amount not to exceed \$500,000 with proceeds of the Funding Assistance. The proceeds of the Funding Assistance hereby authorized shall be applied to such costs of the Project and costs of issuance of the Funding Assistance to the extent such costs of issuance are determined to be financed with proceeds of the Funding Assistance.

B. The additional costs of the acquisition, construction, renovation, improvement and equipping of the Project, including but not limited to and costs of issuance of the Funding Assistance, are currently estimated to be in the amount of \$851,536.49, including but not limited to costs of issuance of the Funding Assistance, \$500,000 of which will be obtained from the proceeds of the Funding Assistance and the balance of which will be financed with proceeds of additional sewer revenue bonds to be issued by the Local Government and/or other available funds of the Local Government available for such purpose.

Section 2. The Local Government may, if it finds the same to be acceptable, approve the Funding Assistance Agreement, including all schedules and exhibits attached thereto, by a supplemental resolution adopted by the Governing Body (the "Supplemental Resolution"), and upon such approval the execution and delivery of the Funding Assistance Agreement by the Mayor, City Manager and City Clerk of the Local Government 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 application to the DEP. The Local Government hereby agrees to comply with all covenants, conditions, representations and requirements set forth in the Funding Assistance Agreement upon the approval of such Funding Assistance Agreement by the Supplemental Resolution.

Section 4. The DEP shall advance the proceeds of the Funding Assistance upon receipt of a requisition evidencing the costs incurred, the form of such requisition to be provided in the Funding Assistance Agreement. Such amounts advanced under the Funding Assistance Agreement, subject to the approval of such Agreement by the Supplemental Resolution, 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 Pendleton Community Bank, Inc., successor by merger to Bank of Mount Hope, Inc., Oak Hill, West Virginia, as Depository Bank for the Funding Assistance.

Section 6. The proceeds of the Funding Assistance shall be deposited in or credited to the City of Oak Hill Construction Account previously established with the Depository Bank in connection with the issuance of the Prior Bonds, as received by the Local Government for payment of costs of the Project, including costs of issuance of the Funding Assistance to the extent such costs of issuance are determined to be financed with proceeds of the Funding Assistance.

Section 7. Upon the approval of the Funding Assistance Agreement by the Supplemental Resolution, the Mayor, City Manager and City Clerk of the Governing Body are hereby authorized and directed to execute and deliver the Funding Assistance Agreement and 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 April 25, 2023.

Section 8. The financing of the additional costs of the acquisition, construction, renovation, improvement and equipping of the Project as described herein, including but not limited to costs of issuance of the Funding Assistance to the extent such costs of issuance are determined to be financed with proceeds of the Funding Assistance, is in the public interest, serves a public purpose of the Local Government and will promote the health, welfare and safety of the residents of the City of Oak Hill.

Section 9. The Local Government hereby approves and accepts all contracts relating to the financing, acquisition, construction, renovation, improvement and equipping of the Project to the extent not previously approved and accepted and the Mayor, City Manager and City Clerk are each 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 upon the closing of the Funding Assistance.

Section 11. The Governing Body covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the enactment of this Ordinance do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State of West Virginia applicable thereto; and that the Mayor, City Manager, City Clerk and members of the Governing Body were at all times when any actions in connection with this Ordinance occurred and are duly in office and duly qualified for such office.

Section 12. Upon enactment hereof, an abstract of this Ordinance, substantially in the form attached hereto as Exhibit A, which is 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 14 consecutive days, with at least 6 full days intervening between each publication, in a qualified newspaper published and of general circulation in the City of Oak Hill, together with the notice set forth therein stating that this Ordinance has been adopted and that the Local Government contemplates entering into the Funding Assistance Agreement, and that any person interested may appear before the Governing Body upon a date certain, not less than 10 days subsequent to the date of the first publication of the said abstract and notice, and present protests, and that a certified copy of the Ordinance is on file in the office of the City Clerk for review by interested parties during the office hours of the City Clerk.

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.

Section 13. This Ordinance shall take effect following the public hearing described in Section 12 above.

Passed on First Reading

February 20, 2023

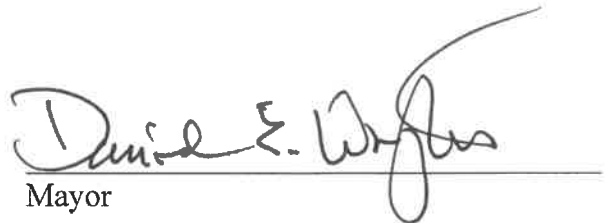
Passed on Second Reading

March 13, 2023

Passed on Final Reading and
Effective following public
hearing held on

April 10, 2023

[SEAL]


Mayor


City Clerk

CERTIFICATION

Certified as a true copy of an Ordinance duly enacted by the City Council of the City of Oak Hill on March 13, 2023, and passed on final reading and put into effect following a public hearing held on April 10, 2023.

Dated this 25th day of April 2023.

[SEAL]

Donda Falk, City Clerk
City Clerk

EXHIBIT A

NOTICE OF PUBLIC HEARING

CITY OF OAK HILL NOTICE OF PUBLIC HEARING ON SEWER FUNDING ASSISTANCE ORDINANCE

A public hearing will be held on the following entitled Ordinance at a regular meeting of the City Council of the City of Oak Hill to be held on Monday, April 10, 2023 at 5:30 p.m., in the Council Chambers at the Oak Hill City Hall, 100 Kelly Avenue, Oak Hill, West Virginia, and at such hearing any person interested may appear before the City Council and present protests, all objections and suggestions shall be heard by the City Council and it shall then take such actions as it shall deem proper in the premises upon an Ordinance entitled:

ORDINANCE AUTHORIZING THE FINANCING OF ADDITIONAL COSTS OF CERTAIN ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE SEWERAGE SYSTEM OF THE CITY OF OAK HILL THROUGH THE ACCEPTANCE BY THE CITY OF FUNDING ASSISTANCE IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$500,000 THROUGH THE WEST VIRGINIA CLEAN WATER SRF PROGRAM; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO ACCEPTANCE OF SUCH FUNDING ASSISTANCE; AND PROVIDING FOR THE APPROVAL OF THE FUNDING ASSISTANCE AGREEMENT RELATING TO SUCH FUNDING ASSISTANCE.

The above-entitled Ordinance was enacted by the City Council of the City of Oak Hill on [March 13, 2023].

The above quoted title of the Ordinance describes generally the contents thereof and the purposes of the funding assistance contemplated thereby. The City of Oak Hill contemplates entering into the Funding Assistance Agreement in the aggregate principal amount of \$500,000 among the West Virginia Water Development Authority, the West Virginia Department of Environmental Protection and the City of Oak Hill (the "Funding Assistance Agreement") described in said Ordinance. The proceeds of the Funding Assistance Agreement will be used to provide financing for the additional costs of the acquisition, construction, renovation, improvement and equipping of certain additions, betterments and improvements to the sewerage system of the City of Oak Hill, including without limitation upgrades to the Minden Road wastewater treatment plant of the City of Oak Hill. No taxes may at any time be levied for the payment amounts advanced pursuant to the Funding Assistance Agreement.

A certified copy of the above-entitled Ordinance is on file at the office of the City Clerk of the City of Oak Hill in the Oak Hill City Hall, 100 Kelly Avenue, Oak Hill, West Virginia, for review by interested parties during regular office hours.

Following the said public hearing, the City Council intends to enact said Ordinance on final reading and put said Ordinance into effect.

Dated: March __, 2023.

/s/ Damita Johnson, City Clerk

**CITY OF OAK HILL
FUNDING ASSISTANCE
(WEST VIRGINIA CWSRF PROGRAM)**

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO THE PRINCIPAL AMOUNT OF THE FUNDING ASSISTANCE TO BE PROVIDED TO THE CITY OF OAK HILL THROUGH THE WEST VIRGINIA CLEAN WATER SRF PROGRAM; AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF A FUNDING ASSISTANCE AGREEMENT AND AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS AND THE TAKING OF OTHER ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the Governing Body of the City of Oak Hill (the "Local Government") has duly and officially enacted an ordinance on a third and final reading and put such Ordinance into effect following a public hearing held earlier on this date, April 10, 2023 (the "Ordinance"), entitled:

ORDINANCE AUTHORIZING THE FINANCING OF ADDITIONAL COSTS OF CERTAIN ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE SEWERAGE SYSTEM OF THE CITY OF OAK HILL THROUGH THE ACCEPTANCE BY THE CITY OF FUNDING ASSISTANCE IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$500,000 THROUGH THE WEST VIRGINIA CLEAN WATER SRF PROGRAM; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO ACCEPTANCE OF SUCH FUNDING ASSISTANCE; AND PROVIDING FOR THE APPROVAL OF THE FUNDING ASSISTANCE AGREEMENT RELATING TO SUCH FUNDING ASSISTANCE.

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

WHEREAS, the Ordinance provides for the acceptance by the Local Government of funding assistance in an aggregate principal amount not to exceed \$500,000 through the West Virginia Clean Water SRF Program for additional costs of the Project;

WHEREAS, the Ordinance contemplates the approval of a Funding Assistance Agreement, including all schedules and exhibits attached thereto (the "Funding Assistance Agreement"), by and among the West Virginia Water Development Authority, the West Virginia Department of Environmental Protection and the Local Government, all in accordance with Chapter 16, Article 13 and Chapter 22C, Article 2 of the Code of West Virginia, 1931, as amended (collectively, the "Act") by a Supplemental Resolution;

WHEREAS, the Governing Body of the Local Government desires to approve the principal amount of the Funding Assistance and the execution and delivery of Funding Assistance Agreement by this Supplemental Resolution;

WHEREAS, the form of the Funding Assistance Agreement has been presented to the Governing Body of the Local Government at this meeting for final approval; and

WHEREAS, the Governing Body deems it essential and desirable that this Supplemental Resolution be adopted, that the Funding Assistance Agreement be finally approved and entered into by the Local Government, that the exact principal amount of the Funding Assistance be fixed hereby in the amount 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 CITY OF OAK HILL:

Section 1. Pursuant to the Ordinance and the Act, this Supplemental Resolution is adopted and the acceptance of the Funding Assistance in the principal amount of \$500,000 is hereby authorized and approved.

Section 2. The Governing Body of the Local Government does hereby authorize, approve and accept the form of the Funding Assistance Agreement, a copy of which is incorporated herein by reference, and the execution and delivery of the Funding Assistance Agreement by the Mayor and the City Clerk and the performance of the obligations contained therein on behalf of the Local Government are hereby authorized, approved and directed. The proceeds of the Funding Assistance Agreement shall be requisitioned and advanced at closing all of the proceeds of the Funding Assistance in the amount of \$500,000.00. The Local Government hereby affirms all covenants and representations made in the Funding Assistance Agreement and in the application to the DEP.

Section 3. The Mayor, City Manager and City Clerk are hereby authorized and directed to execute and deliver the Funding Assistance Agreement and such other documents, agreements, instruments and certificates required or desirable in connection with the Funding Assistance and the Funding Assistance Agreement hereby approved and provided for, and to affix thereon the seal of the Local Government, as appropriate, to the end that the executed Funding Assistance Agreement may be delivered to the Authority on or about April 25, 2023, or as soon thereafter as practicable.

Section 4. The Project and the financing of additional costs thereof with the proceeds of the Funding Assistance Agreement 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 5. Pendleton Community Bank, Inc., Oak Hill, West Virginia is hereby designated as the Depository Bank for purposes of the Ordinance and this Supplemental Resolution.

Section 6. The Governing Body of the Local Government hereby determines that it is in the best interest of the Local Government to invest all monies in the City of Oak Hill Construction Account previously established with the Depository Bank in connection with issuance of the Prior Bonds in demand or time deposits of the Depository Bank, secured by a pledge of Government Obligations, and therefore the Governing Body of the Local Government hereby authorizes and directs the Depository Bank to take such actions as may be necessary to cause such monies to be invested in such demand or time deposits until further directed by the Local Government.

Section 7. All contracts relating to the Project and the financing of additional costs thereof by the Funding Assistance are hereby approved and the Mayor is hereby authorized and directed to execute and deliver all such contracts on behalf of the Local Government and the prior execution and delivery of all such contracts are hereby ratified and approved.

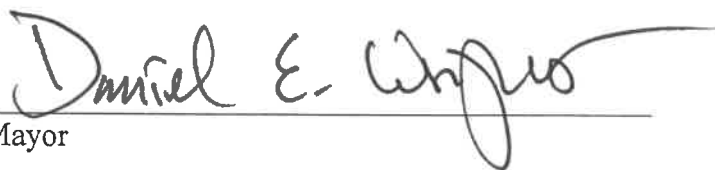
Section 8. The Governing Body of the Local Government hereby approves the costs of issuance relating to the Funding Assistance and authorizes the payment of the same.

Section 9. The Governing Body of the Local Government hereby approves payment of all invoices and bills for the additional costs of the Project which have been received to date from the proceeds of the Funding Assistance Agreement.

Section 10. This Supplemental Resolution shall be effective immediately following adoption hereof.

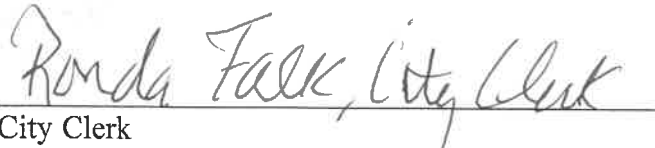
Adopted this 10th day of April 2023.

CITY OF OAK HILL

Mayor

[SEAL]



City Clerk

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Council of the City of Oak Hill on the 10th day of April 2023.

Dated: April 25, 2023.

[SEAL]

Ronda Falk, City Clerk
City Clerk

Bowles Rice

Attorneys at Law

600 Quarrier Street, Charleston, WV 25301
P.O. Box 1386, Charleston, WV 25325-1386
304.347.1100

101 South Queen Street
Martinsburg, WV 25401

125 Granville Square, Suite 400
Morgantown, WV 26501

501 Avery Street
Parkersburg, WV 26101

1217 Chapline Street
Wheeling, WV 26003

Southpointe Town Center
1800 Main Street, Suite 200
Canonsburg, PA 15317

480 West Jubal Early Drive, Suite 130
Winchester, VA 22601

bowlesrice.com

April 25, 2023

City of Oak Hill
100 Kelly Avenue
Oak Hill, West Virginia 25901

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

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

Re: \$500,000 Funding Assistance (West Virginia CWSRF Program)

Ladies and Gentlemen:

We are counsel to the City of Oak Hill (the "Local Government"), a West Virginia municipal 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 Funding Assistance Agreement dated April 25, 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, as hereinafter defined.

The Funding Assistance is being provided for the purpose of permanently financing additional costs of additions, betterments and/or improvements to the sewerage system of the Local Government.

We have also examined the applicable provisions of Chapter 16, Article 13 of the Code of West Virginia, 1931, as amended (the "Local Statute"), and the ordinance duly adopted or enacted by the City Council of the Local Government on March 13, 2023, and passed on final reading and put into effect following a public hearing held on April 10, 2023, as supplemented and amended by a Supplemental Resolution adopted by the City Council of the Local Government on April 10, 2023

Bowles Rice

City of Oak Hill
West Virginia Water Development Authority
West Virginia Department of Environmental Protection
April 25, 2023
Page 2

(collectively, the “Local Act”), pursuant to and under which Local Statute and Local Act, the Funding Assistance is authorized and the Funding Assistance Agreement has been undertaken. The Funding Assistance is forgivable at the end of each fiscal year in which funds are advanced for the Project.

Based upon the foregoing and upon 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 DEP.
3. The Local Government is a duly organized and validly existing municipal corporation, 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.
6. The execution and delivery of the Funding Assistance Agreement and the consummation of the transactions contemplated by the Funding Assistance Agreement and the Local Act, and the carrying out of the terms thereof, do not and will not, in any material respect, conflict with or constitute, on the part of the Local Government, a breach of or default under any resolution, agreement or other instrument to which the Local Government is a party or any existing law, regulation, court order or consent decree to which the Local Government is subject.
7. The Local Government has received all permits, licenses, approvals, consents, exemptions, orders, certificates and authorizations necessary for the creation and existence of the Local Government, the acceptance of the Funding Assistance, and the undertaking of the Project including, without limitation, all requisite permits, approvals, orders and certificates from the DEP and the West Virginia Infrastructure and Jobs Development Council.
8. To the best of 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

Bowles Rice

City of Oak Hill
West Virginia Water Development Authority
West Virginia Department of Environmental Protection
April 25, 2023
Page 3

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,

A handwritten signature in cursive script that reads "Bowles Rice LLP".

BOWLES RICE LLP

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: April 25, 2023

ISSUE: City of Oak Hill Funding Assistance (West Virginia CWSRF Program)ADDRESS: 100 Kelly Avenue, Oak Hill, WV 25901 COUNTY: FayettePURPOSE OF ISSUE: X New Money
Refunding Refunds issue(s) dated: _____ISSUE DATE: April 25, 2023 RATE: N/A ADMIN FEE: N/AISSUE AMOUNT: \$ 500,0001st DEBT SERVICE DUE: N/A 1st PRINCIPAL DUE: N/A1st DEBT SERVICE AMOUNT: \$ N/A PAYING AGENT: Municipal Bond CommissionBOND COUNSEL: Bowles Rice LLP
Contact Name: Camden P. Siegrist, Esquire
Phone: (304) 347-1129
Email: csiegrist@bowlesrice.comUNDERWRITERS COUNSEL: Jackson Kelly PLLC
Contact Name: Samme L. Gee, Esquire
Phone: (304) 340-1318
Email: sgee@jacksonkelly.comCLOSING BANK: Pendleton Community Bank, Inc.
Contact Name: Linda Walker, Branch Manager
Phone: (304) 469-8046, Ext. 2206
Email: lwalker@yourbank.comESCROW TRUSTEE: _____
Contact Name: _____
Phone: _____
Email: _____KNOWLEDGEABLE ISSUER CONTACT:
Contact Name: Damita Johnson
Title: City Manager
Phone: (304) 469-9541
Email: djohnson@oakhillwv.govOTHER: WV DEP CWSRF Program
Contact Name: John P. Giroir
Title: Manager, Management Section
Phone: (304) 926-0499 extension 43836
Email: John.Giroir@wv.govDEPOSITS 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: Funding Assistance is 100% principal forgiveness.

FOR MUNICIPAL BOND COMMISSION USE ONLY:

Documents Required: _____

Transfers Required: _____