

**PAGE-KINCAID PUBLIC SERVICE DISTRICT
DESIGN FUNDING ASSISTANCE
(WEST VIRGINIA CWSRF PROGRAM)**

Closing Date: January 30, 2020

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”).

PAGE-KINCAID PUBLIC SERVICE DISTRICT
(2015S-1581 / C-544508-01)
(Local Government)

W I T N E S S E T H:

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

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

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

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

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

* 100% Principal Forgiveness Only

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

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

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

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

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

ARTICLE I

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

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

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

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

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

ARTICLE II

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

the Authority and DEP by the Local Government in connection with the Loan shall be incorrect or incomplete in any material respect or (b) the Local Government has violated any commitment made by it in its Application or in any supporting documentation or has violated any of the terms of the Act, the SRF Regulations or this Agreement.

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

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

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

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

2.6 This Agreement shall terminate upon the earlier of: (i) written notice of termination to the Local Government from either the Authority or DEP; or (ii) (August 31, 2021), if the design of the Project is not completed.

[Remainder of page intentionally left blank]

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:

Its: Secretary

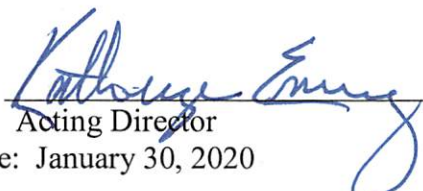
PAGE-KINCAID PUBLIC SERVICE DISTRICT

By: 

Its: Chairman

Date: January 30, 2020

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

By: 

Its: Acting Director

Date: January 30, 2020

WEST VIRGINIA WATER DEVELOPMENT
AUTHORITY

(SEAL)

By: 

Its: Executive Director

Date: January 30, 2020

Attest:

Its: Authorized Officer



EXHIBIT A

PROJECT DESCRIPTION

The Project consists of the design of the wastewater extension project to serve approximately 50 new customers in the Robson area of Fayette County.

EXHIBIT B

TERMS AND CONDITIONS

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

B. [RESERVED]

C. [RESERVED]

D. [RESERVED]

E. [RESERVED]

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

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

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

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

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

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

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

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

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

N. **[RESERVED]**

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

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

EXHIBIT C

DESCRIPTION OF LOAN

Principal Amount of Loan	\$345,500
Purchase Price of Loan	\$345,500

The Loan shall bear no interest. The Authority at the direction of the DEP shall forgive the principal amount of the Loan. The principal amounts advanced under the Loan will be deemed forgiven on the 30th day of June in the fiscal year in which advanced. The Loan shall be deemed no longer outstanding after the last advance is forgiven.

The Local Government shall notify the Authority and the DEP of any proposed bond indebtedness secured by the revenues of the System.

Number of New Customers to Be Served: 50 during construction phase
Location: Robson area of Fayette County

EXHIBIT D

FORM OF CERTIFICATE OF CONSULTING ENGINEER

(Issuer)

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

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

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

[Remainder of page intentionally left blank]

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

By _____
West Virginia License No. _____

[SEAL]

EXHIBIT E
OPINION OF LOCAL COUNSEL FOR LOCAL GOVERNMENT

[To Be Dated as of Date of Closing]

[Name of Local Government]
_____, West Virginia

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

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

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

Ladies and Gentlemen:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Very truly yours,

E-2

PAGE-KINCAID PUBLIC SERVICE DISTRICT

RESOLUTION AUTHORIZING THE DESIGN OF CERTAIN IMPROVEMENTS, ADDITIONS, BETTERMENTS AND EXTENSIONS TO THE EXISTING PUBLIC SEWER FACILITIES OF THE PAGE-KINCAID PUBLIC SERVICE DISTRICT AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ACCEPTANCE BY THE DISTRICT OF FUNDING ASSISTANCE IN THE AGGREGATE PRINCIPAL AMOUNT OF \$345,500 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 FUNDING ASSISTANCE AGREEMENT RELATING TO SUCH FUNDING ASSISTANCE.

BE IT RESOLVED BY THE PUBLIC SERVICE BOARD OF THE PAGE-KINCAID 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 Page-Kincaid Public Service District (the "Local Government") is authorized and empowered by the Act to design, acquire, construct, improve, operate and maintain a wastewater treatment project and to finance the cost of design of the same from grants or other funding assistance (the "Project");

WHEREAS, the Local Government has submitted an application for the Project to the West Virginia Department of Environmental Protection (the "DEP") and the West Virginia 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 Project through a principal forgiveness loan (the "Funding Assistance") as provided in the Funding Assistance Agreement a copy of which is attached hereto and incorporated herein by reference (the "Funding Assistance Agreement");

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

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

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

WHEREAS, the 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 PAGE-KINCAID PUBLIC SERVICE DISTRICT, AS FOLLOWS:

Section 1. A. There is hereby authorized and ordered the implementation of the Project at an estimated cost not to exceed \$345,500, which includes the design of the acquisition and installation of the Project in accordance with the plans and specifications which have been prepared by the Consulting Engineers, heretofore filed in the office of the Governing Body. The proceeds of the Funding Assistance hereby authorized shall be applied to the costs of the Project. The Local Government has received bids and will enter into contracts for the acquisition and installation of the Project, in an amount otherwise compatibly with the financing plan submitted to the Authority and the DEP.

B. The cost of the Project is estimated not to exceed \$345,500, of which \$345,500 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 on Exhibit C to the Funding Assistance Agreement. 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 Bank of Mount Hope, Mount Hope, 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 Page-Kincaid Public Service District Construction Fund, as received by the Local Government for payment of costs of the Project, 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 June 26, 2019.

Section 8. The design of the acquisition and installation 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.

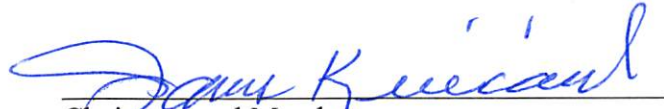
Section 9. The Local Government hereby approves and accepts all contracts relating to the financing and acquisition and installation of the Project and the Chairman of the Governing Body is hereby authorized and directed to execute and deliver all such contracts.

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 14th day of January, 2020.


Chairman and Member


Member


Member

CERTIFICATION

Certified as a true copy of a Resolution duly adopted by the Public Service Board of Page-Kincaid Public Service District on the 14th day of January, 2020.

Dated this 30th day of January, 2020.

[SEAL]

Secretary



EXHIBIT A

PROJECT DESCRIPTION

The Project consists of the design of the wastewater extension project to serve approximately 52 new customers in the Robson area of Fayette County.

EXHIBIT B

Funding Assistance Agreement included in transcript as Document 2.2.

EXHIBIT C
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,

CERTIFICATE OF CONSULTING ENGINEER

PAGE KINCAID PUBLIC SERVICE DISTRICT
DESIGN FUNDING ASSISTANCE
(WEST VIRGINIA CWSRF PROGRAM)

I, Jesse L. Alden, Registered Professional Engineer, West Virginia License No. 022695, of The Thrasher Group, Inc., Consulting Engineers, Charleston, West Virginia, hereby certify as follows:

1. My firm is engineer for the design a wastewater extension project (the "Project") of a decentralized system (the "System") to be constructed primarily in the Robson area of Fayette 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 Funding Assistance Resolution adopted by the Issuer on January 14, 2020, 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 January 30, 2020.

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 Dunn Engineers, Inc., Consulting Engineer, as described in the application submitted to the DEP; (ii) the schematic design for the Project began 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 B - Total Cost of Project; and Sources of Funds and Costs of Financing" for the Project.

[Remainder of page intentionally left blank]

WITNESS my signature and seal on this 30th day of January, 2020.

THE THRASHER GROUP, INC.

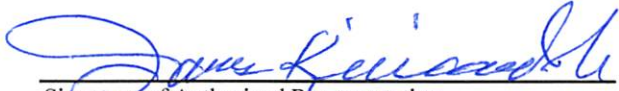

By Jesse L. Alden
West Virginia License No. 022695

[SEAL]



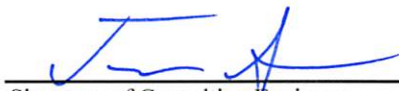
**PAGE-KINCAID PUBLIC SERVICE DISTRICT
PRE-BID SCHEDULE B
OCTOBER 16, 2019**

PROJECT COSTS	TOTAL	SRF DEBT FORGIVENESS LOAN	SRF DESIGN LOAN	IJDC SOFT COST GRANT
1. Construction				
Construction	1,892,250.00	1,892,250.00		
2. Construction Contingency				
Contingency (10%)	209,225.00	209,225.00		
3. Engineering Services (Thrasher)				
a. Study & Report	30,000.00		30,000.00	
b. Design	188,000.00		188,000.00	
c. Bidding and Negotiating	30,000.00	30,000.00		
d. Engr. During Construction/Project Closeout	50,000.00	50,000.00		
e. Inspection Services	150,000.00	150,000.00		
4. Special Services				
a. Land Surveys and Easement Preparation	20,000.00		20,000.00	
b. Land Planning & Partitioning Activities	10,000.00		10,000.00	
c. Engineering Surveys and Topo	20,000.00		20,000.00	
d. Construction Stakeout	10,000.00	10,000.00		
e. Project Development and Funding Application	30,000.00		30,000.00	
f. Operation and Maintenance Manual	35,000.00	35,000.00		
5. Legal				
Legal	27,500.00	20,000.00	7,500.00	
6. Administrative				
Project Administrator	105,000.00	85,000.00	20,000.00	
7. Financing				
Bond Counsel/Other Closing Costs	0.00	0.00	0.00	
8. Land Costs				
Lands, ROW's	80,000.00			80,000.00
9. Fiscal				
Project Accountant	7,500.00	2,500.00	5,000.00	
10. Miscellaneous				
Permits, Electrical Services, Other	45,000.00	30,000.00	15,000.00	
11. Equipment				
Equipment	60,525.00	60,525.00		
Total Cost of Project	3,000,000.00	2,574,500.00	345,500.00	80,000.00


Signature of Authorized Representative

Date:

1-14-20


Signature of Consulting Engineer

Date:

1-14-2020



Lowe & Associates, PLLC
Certified Public Accountants

1156 South Main Street
Milton, WV 25541
Phone: (304) 743-5573
Toll Free: 1-800-720-9629
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www.lowecpas.com

January 30, 2020

PAGE KINCAID PUBLIC SERVICE DISTRICT
DESIGN FUNDING ASSISTANCE
(WEST VIRGINIA CWSRF PROGRAM)

Page Kincaid Public Service District
Kincaid, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Department of Environmental Protection
Charleston, West Virginia

CPA CERTIFICATE

Ladies and Gentlemen:

I have reviewed the sewer rates for the Page Kincaid Public Service District (the "Issuer"), which have been approved by the Public Service Commission of West Virginia, and the operating expenses provided by the Issuer. It is my opinion that such rates are sufficient (i) to provide for all operating expenses of the sewerage system of the Issuer (the "System"), including funding the statutorily required maintenance reserve, and (ii) to leave a balance each fiscal year equal to at least 115% of the maximum amount required in any succeeding fiscal year for payment of principal of and interest on all of the Issuer's obligations outstanding as of this date and secured by or payable from revenues of the System.

Very truly yours,

Lowe & Associates, PLLC

PAGE-KINCAID PUBLIC SERVICE DISTRICT
DESIGN FUNDING ASSISTANCE
(WEST VIRGINIA CWSRF PROGRAM)

RECEIPT FOR FUNDING ASSISTANCE PROCEEDS

The undersigned Chairman of the Page-Kincaid Public Service District (the “Issuer”), for and on behalf of the Issuer, hereby certifies as follows:

On the 30th day of January, 2020, the Issuer received and hereby acknowledges receipt from the West Virginia Water Development Authority (the “Authority”), on behalf of the Clean Water State Revolving Fund, pursuant to a Funding Assistance Agreement between the Authority, the Issuer and the West Virginia Department of Environmental Protection dated January 30, 2020 (the “Funding Assistance”), of the \$60,814, being a portion of the \$345,500 principal amount of the Funding Assistance. The Issuer understands that the remaining proceeds of the Funding Assistance will be advanced to the Issuer from time to time as design proceeds to completion.

[The remainder of this page intentionally left blank; signature page follows.]

WITNESS my signature on this 30th day of January, 2020.

PAGE-KINCAID PUBLIC SERVICE DISTRICT


Chairman

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

900 Pennsylvania Avenue, Suite 1117, Charleston, WV 25302

Phone: (304) 558-3971

FAX: (304) 558-1280

mbc.wv.gov

Date of Report: January 30, 2020

ISSUE: <u>Page-Kincaid Public Service District Design Funding Assistance (West Virginia CWSRF Program)</u>	
ADDRESS: <u>PO Box 165 Kincaid, WV 25119</u>	COUNTY: <u>Fayette</u>
PURPOSE OF ISSUE: <u>X</u> New Money <u> </u> Refunding	Refunds issue(s) dated: <u> </u>
ISSUE DATE: <u>January 30, 2020</u>	RATE: <u>N/A</u> ADMIN FEE: <u>N/A</u>
ISSUE AMOUNT: <u>\$345,500</u>	
1st DEBT SERVICE DUE: <u>N/A</u>	1st PRINCIPAL DUE: <u>N/A</u>
1st DEBT SERVICE AMOUNT: <u>N/A</u>	PAYING AGENT: <u>Municipal Bond Commission</u>
BOND COUNSEL: <u>Tissue Law Offices</u> Contact Name: <u>Philip J. Tissue, Esquire</u> Phone: <u>(304) 469-4431</u> Email: <u>ptissue@frontier.com</u>	PURCHASER'S COUNSEL: <u>Jackson Kelly PLLC</u> Contact Name: <u>Samme L. Gee, Esquire</u> Phone: <u>(304) 340-1318</u> Email: <u>sgee@jacksonkelly.com</u>
CLOSING BANK: <u>Bank of Mount Hope</u> Contact Name: <u>Leigh</u> Phone: <u>(304) 877-5551</u> Email: <u> </u>	ESCROW TRUSTEE: <u> </u> Contact Name: <u> </u> Phone: <u> </u> Email: <u> </u>
KNOWLEDGEABLE ISSUER CONTACT: Contact Name: <u>Bart Jackson</u> Title: <u>General Manager</u> Phone: <u>(304) 465-1045</u> Email: <u>bartj1953@hotmail.com</u>	OTHER: <u>WV DEP CWSRF Program</u> Contact Name: <u>John Giroir</u> Title: <u>Acting Program Manger</u> Phone: <u>(304) 926-0499 ex 1603</u> Email: <u>John.Giroir@wv.gov</u>
DEPOSITS TO MBC AT CLOSE: <u> </u> By <u> </u> Wire <u> </u> <u> </u> Check <u> </u> <u> </u> In-house Transfer <u> </u>	Accrued Interest: <u> </u> Capitalized Interest: <u> </u> Reserve Account: <u> </u> Other: <u> </u>
REFUNDS & TRANSFERS BY MBC AT CLOSE: By <u> </u> Wire <u> </u> <u> </u> Check <u> </u> <u> </u> IGT <u> </u>	To Escrow Trustee: <u> </u> To Issuer: <u> </u> To Cons. Invest Fund: <u> </u> To Other: <u> </u>
ISSUER NUMBERS: BANK ID NUMBER: <u> </u> CUSIP: <u> </u> ACCOUNT NUMBER: <u> </u> PROGRAM NUMBER: <u> </u>	
NOTES: <u>Funding Assistance is 100% principal forgiveness</u> <u> </u> <u> </u>	
FOR MUNICIPAL BOND COMMISSION USE ONLY: Documents Required: <u> </u> Transfers Required: <u> </u>	

LAW OFFICES OF
PHILIP J. TISSUE

303 JONES AVENUE
OAK HILL, WEST VIRGINIA 25901

TELEPHONE 304/469-4431 • FAX 304/469-4844
ptissue@frontier.com

January 30, 2020

Page-Kincaid Public Service District
P.O. Box 165
Kincaid, WV 25119

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

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

Jackson Kelly PLLC
500 Lee Street, Suite 1600
Charleston, WV 25301

Re: Page-Kincaid Public Service District
Design Funding Assistance
(West Virginia CWSRF Program)

Ladies and Gentlemen:

I am counsel to Page-Kincaid Public Service District (the "Local Government"), a public corporation and political subdivision of the State of West Virginia.

I have examined a certified copy of proceedings and other papers relating to the authorization of a Design Funding Assistance Agreement dated January 30, 2020, 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 the wastewater extension project and (ii) paying certain issuance and other costs in connection therewith.

I 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 January 14, 2020 (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.

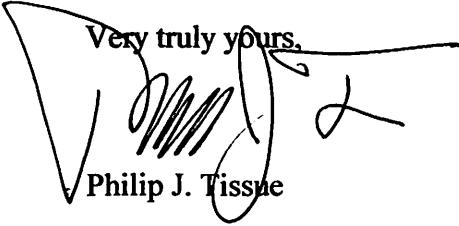
Based upon the foregoing and upon my examination of such other documents as I have deemed necessary, I am of the opinion as follows:

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 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 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, except for PSC Case No. 19-0609-PWD-CN, in which Page-Kincaid Public Service District, a public utility, Kincaid, Fayette County, West Virginia, made application to the Public Service Commission of West Virginia for a certificate of convenience and necessity for a water treatment plant rehabilitation project. The application was subsequently withdrawn on or about November 13, 2019 but contemplated negotiations between Page-Kincaid Public Service District and West Virginia American Water involving the possible takeover by West Virginia American Water of its water system and possibly its sewer system. A possible outcome of such a takeover and reopening of Case No. 19-0609-PWD-CN might exclude the continued pursuit of the subject sewer project now being pursued in connection with this design funding assistance loan.

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

Very truly yours,

Philip J. Tissue