TOWN OF PAW PAW

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WASTEWATER FACILITIES OF THE TOWN OF PAW PAW, PAYMENT OF THE SERIES 2021 A BONDS, AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ACCEPTANCE BY THE TOWN OF FUNDING ASSISTANCE, SERIES 2024 A IN THE AGGREGATE PRINCIPAL AMOUNT OF $1,500,000 THROUGH THE WEST VIRGINIA SRF PROGRAM; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO ACCEPTANCE OF SUCH FUNDING; APPROVING, RATIFYING AND CONFIRMING THE FUNDING ASSISTANCE AGREEMENT RELATING TO SUCH FUNDING ASSISTANCE, SERIES 2024 A.

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

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

WHEREAS, the Town of Paw Paw (the "Local Government") is authorized and empowered by the Act to acquire, construct, improve, operate and maintain wastewater project consisting of (i) improvements to the wastewater treatment plant; (ii) inflow and infiltration study; and (iii) collection system rehabilitation, together with all necessary appurtenances (the "Project") from grants or other funding assistance for the Project;

WHEREAS, the Local Government has heretofore temporarily financed the design and other preliminary costs of the Project by the issuance of the Sewerage System Design Revenue Bonds, Series 2021 A (West Virginis Infrastructure Fund), dated November 18, 2021, issued in the original aggregate principal amount of $151,130 (the "Prior Bonds");

WHEREAS, it is deemed necessary and desirable for the Local Government to pay the Prior Bonds;

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

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

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

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

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

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

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

Section 1. A. There is hereby authorized and ordered the implementation of the Project at an estimated cost not to exceed $3,610,000 in accordance with the plans and specifications which have been prepared by Rummel, Klepper & Kahl, LLP, Consulting Engineers, heretofore filed in the office of the Governing Body. The proceeds of the Funding Assistance, Series 2024 A, hereby authorized shall be applied to the costs of the Project.

The cost of the Project, including payment of the Prior Bonds, is estimated not to exceed $3,610,000 of which up to $1,500,000 will be obtained from the proceeds of the Funding Assistance, Series 2024 A; $1,000,000 will be obtained as a Council grant and $1,085,000 will be obtained as a West Virginia Water Development Authority Economic Enhancement Grant and $25,000 will be obtained from a Town ARPA contribution.

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

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

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

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

(b) The Local Government shall provide written notice and request approval of the disposition of the assets to the Authority and the DEP of any sale or other disposal of the System as a whole

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

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

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

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

(f) The Local Government shall also comply with all applicable laws, rules and regulations issued by the Authority, all federal requirement imposed by the Infrastructure Investment and Jobs Act, Public Law 117-58 ("BIL"), DEP or other State, federal or local bodies in regard to the acquisition and construction of the Project and the operation, maintenance and use of the System.

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

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

(i) That, to the extent authorized by the laws of the State and the rules and regulations of the PSC, prospective users of the System shall be required to connect thereto;

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

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

Section 4. The DEP shall advance the proceeds of the Funding Assistance, Series 2024 A from time to time upon receipt of a requisition evidencing the costs incurred. Such amounts advanced

under the Funding Assistance Agreement shall be deemed forgiven on the 30th day of June in the fiscal year in which they were advanced.

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

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

Section 7. The Prior Bonds outstanding is hereby ordered to be paid in full, and the pledge of assets, if any, in favor of the Holders of the Prior Bonds, and the monies in the funds and accounts created by the Prior Bonds pledged to payment of the Prior Bonds, if any, and any other funds pledged to pay of the Prior Bonds, if any, are hereby ordered terminated, discharged and released upon the payment to the Holder of the Prior Bonds from the proceeds of the Council grant.

Section 8. The Local Government hereby approves and accepts all contracts relating to the financing, acquisition and construction of the Project and the payment of the Prior Bonds and the Mayor of the Governing Body is hereby authorized and directed to execute and deliver all such contracts.

Section 9. Prior to issuance closing of the Funding Assistance, Series 2024 A, this Ordinance may be amended or supplemented in any way by supplemental resolution.

Section 10. Upon adoption hereof, an abstract of this Ordinance determined by the Governing Body to contain sufficient information as to give notice of the contents hereof shall be published once a week for 2 successive weeks within a period of fourteen consecutive days, with at least 6 full days intervening between each publication, in the *Morgan Messenger,* a newspaper of general circulation in the Town of Paw Paw, together with a notice stating that this Ordinance has been adopted and that the Local Government contemplates the issuance of the Funding Assistance, Series 2024 A, and that any person interested may appear before the Governing Body upon a date certain, not less than ten days subsequent to the date of the first publication of such abstract of this Ordinance and notice, and present protests, and that a certified copy of this Ordinance is on file with the Governing Body for review by interested persons during office hours of the Governing Body. At such hearing, all objections and suggestions shall be heard and the Governing Body shall take such action as it shall deem proper in the premises.

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Section 10. This Ordinance shall take effect immediately following the public hearing hereon.

Passed on First Reading: April 1, 2024

Passed on Second Reading: April 16, 2024

Passed on Final Reading Following Public Hearing: May 6, 2024

TOWN OF PAW PAW

Mayor

CERTIFICATION

Certified as a true copy of an Ordinance duly enacted by the Council of the Town of Paw Paw on the 6th day of May, 2024.

Dated: May 29, 2024.

[SEAL]

Recorder

Town of Paw Paw
Funding Assistance, Series 2024 A
(West Virginia SRF Program/Forgivable)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE AND OTHER TERMS OF THE FUNDING ASSISTANCE SERIES 2024 A (WEST VIRGINIA SRF PROGRAM) OF THE TOWN OF PAW PAW; APPROVING AND RATIFYING THE FUNDING ASSISTANCE AGREEMENT; DESIGNATING A DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE FUNDING ASSISTANCE, SERIES 2024 A.

WHEREAS, the council (the "Governing Body") of the Town of Paw Paw (the "Issuer") has duly and officially adopted and enacted an ordinance, effective May 6, 2024 (the "Ordinance"), entitled:

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WASTEWATER FACILITIES OF THE TOWN OF PAW PAW, PAYMENT OF THE SERIES 2021 A BONDS, AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ACCEPTANCE BY THE TOWN OF FUNDING ASSISTANCE, SERIES 2024 A IN THE AGGREGATE PRINCIPAL AMOUNT OF $1,500,000 THROUGH THE WEST VIRGINIA SRF PROGRAM; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO ACCEPTANCE OF SUCH FUNDING; APPROVING, RATIFYING AND CONFIRMING THE FUNDING ASSISTANCE AGREEMENT RELATING TO SUCH FUNDING ASSISTANCE, SERIES 2024 A.

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

WHEREAS, the Ordinance provides for the Funding Assistance, Series 2024 A in a principal amount not to exceed $1,500,000 (the "Funding Assistance, Series 2024 A") and has authorized the execution and delivery of the Funding Assistance Agreement relating to the Funding Assistance, Series 2024 A, including all schedules and exhibits attached thereto, by and among the Issuer, the West Virginia Water Development Authority (the "Authority"), and the West Virginia Department of Environmental Protection (the "DEP") for the Funding Assistance, Series 2024 A (the "Funding Assistance Agreement"), all in accordance with Chapter 16, Article 13 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act");

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

WHEREAS, the Governing Body deems it essential and desirable that this supplemental resolution (the "Supplemental Resolution") be adopted, that the Funding Assistance Agreement be approved and ratified by the Issuer, that the exact principal amount and that other matters relating to the Funding Assistance, Series 2024 A be herein provided for; and

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

Section 1. Pursuant to the Ordinance and the Act, this Supplemental Resolution is adopted and there is hereby authorized and ordered the Funding Assistance, Series 2024 A in the principal amount of $1,000,000. The Funding Assistance, Series 2024 A shall be dated the date of delivery thereof and shall bear no interest. The principal amounts advanced under the Funding Assistance, Series 2024 A will be deemed forgiven on the 30th day of June in the fiscal year in which advanced. The Funding Assistance, Series 2024 A shall be deemed no longer Outstanding after the last advance is forgiven. The Funding Assistance, Series 2024 A may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the DEP, and otherwise in compliance with, the Funding Assistance Agreement. The Funding Assistance, Series 2024 A is not subject to an SRF Administrative Fee.

Section 2. The Issuer does hereby authorize, approve, ratify and accept the Funding Assistance Agreement, copy of which is incorporated herein by reference, and the execution and delivery of the Funding Assistance Agreement by the Mayor, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, directed, ratified and approved. The Issuer hereby accepts and agrees to all covenants and representations made in the Funding Assistance Agreement and in the applications to the Authority and the DEP.

Section 3. The Issuer does hereby appoint and designate Bank of Romney, Romney, West Virginia, to serve as Depository Bank.

Section 4. The proceeds of the Funding Assistance, Series 2024 A shall be received from the DEP from time to time for payment of the costs of the Project, including, without limitation, costs of closing the Funding Assistance, Series 2024 A and related costs.

Section 5. The proceeds of the Funding Assistance, Series 2024 A in the amount of $145,347.09 (the "Funding Assistance Proceeds") shall be wired to the West Virginia Municipal Bond Commission (the "Commission") to pay a portion of the Issuer's Sewerage System Design Revenue Bonds, Series 2021 A (West Virginia Infrastructure Fund), dated November 18, 2021, issued in the original aggregate principal amount of $151,130 (the "Prior Bond"). On May 30, 2024, the Commission shall wire the Funding Assistance Proceeds and $4.06 from other funds of the Issuer held by the Commission to the West Virginia Infrastructure Fund to pay in full the entire outstanding principal amount of and interest accrued on the Prior Bond.

Section 6. The Mayor and the Recorder are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable in connection with

the Funding Assistance, Series 2024 A hereby and by the Ordinance approved and provided for, to the end that the Funding Assistance, Series 2024 A may be delivered on or about May 29, 2024, to the Authority pursuant to the Funding Assistance Agreement.

Section 7. The Project, payment of the Prior Bond and the financing thereof in part with proceeds of the Funding Assistance, Series 2024 A are in the public interest, serve a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

Section 8. The Issuer does hereby approve and authorize all contracts relating to the financing, design, acquisition and construction of the Project.

[Remainder of Page Intentionally Blank]

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

Adopted this 6th day of May, 2024.

TOWN OF PAW PAW

By: _____
Its: Mayor

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Council of the Town of Paw Paw on the 6th of May, 2024.

Dated: May 29, 2024.

[SEAL]

Recorder

SRF-PF-1*
(09/23)

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"), and the WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (the "DEP"), and the local government designated below (the "Local Government").

TOWN OF PAW PAW
(C-544684 / 2021S-1948)
(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 or other funding assistance 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 and/or construction of wastewater treatment projects by such local governments, all subject to such provisions and limitations as are contained in BIL, as hereinafter defined, the Clean Water Act and the Act (hereinafter "Funding Assistance");

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

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

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

WHEREAS, the Local Government is authorized and empowered by the statutes of the State to acquire, construct, improve, operate and maintain a wastewater treatment project and to finance the cost of acquisition and construction of the same ("Costs of the Project") by obtaining money from the Fund; and

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

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

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

4.3 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.

4.4 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.

4.5 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.

[Remainder of page intentionally left blank]

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.

TOWN OF PAW PAW

(SEAL)

By: _____
Its: Mayor
Date: May 29, 2024

Attest:

_____
Its: Recorder

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

By: _____
Its: Director
Date: May 29, 2024

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

(SEAL)

By: _____
Its: Executive Director
Date: May 29, 2024

Attest:

_____
Its: Authorized Officer

EXHIBIT A
FORM OF PERFORMANCE CERTIFICATE

[To Be Provided By DEP]

SRF-PF-1*
(09/23)

EXHIBIT B
MONTHLY FINANCIAL REPORT

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

Item	Current Month	Total Year To Date	Budget Year To Date	Budget Year To Date Minus Total Year To Date
1. Gross Revenues				
2. Operating Expenses				
3. Bond Payments:				
Type of Issue				
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

SRF-PF-1*
(09/23)

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 Funding Assistance)

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 funding assistance (the "Funding Assistance") 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 Funding Assistance is 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 firm[1] 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

[1]If 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 thereof[2], 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 Funding Assistance, 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.

4. The Project will serve _____ new customers in the _____ area as approved by the Infrastructure Council without substitution.

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

_____

By _____
West Virginia License No. ____

[SEAL]

[2]If 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 – The DEP's receipt of a final CPA Certificate.

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 $1,000,000

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: Town of Paw Paw, Morgan County

Beginning Date: January 1, 2018
Expiration Date: September 30, 2030

WEST VIRGINIA
Infrastructure & Jobs Development Council

June 08, 2021

Tina Lewis
PAW PAW, TOWN OF
P O Box 35
Paw Paw, WV 25434

Re: PAW PAW, TOWN OF
Sewer Plant Upgrade/Line Extension Project No. 2021S-1948
Preliminary Application Approved

Dear Tina Lewis:

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

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

Below is loan information for this Project:
IJDC Design Loan (Term: 40 years Rate: 1.00%) - $151,130.00

Below is grant information for this Project:
CWSRF Debt Forgiveness - $731,000.00
IJDC District 1 Grant - $731,000.00

Total estimated project cost is $1,462,000.00. If you have any questions regarding this matter, please contact Wayne Morgan, Executive Director, at (304) 414-6501 (X106).

Sincerely,

Wayne Morgan
Executive Director

cc:

TOWN OF PAW PAW
FUNDING ASSISTANCE, SERIES 2024 A
(WEST VIRGINIA SRF PROGRAM/FORGIVABLE)

RECEIPT FOR FUNDING ASSISTANCE PROCEEDS

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

On the 29th day of May, 2024, the Local Government received and hereby acknowledges receipt from the West Virginia Water Development Authority (the "Authority"), on behalf of the Clean Water State Revolving Fund, pursuant to a Funding Assistance Agreement by and among the Authority, the Local Government and the West Virginia Department of Environmental Protection dated May 29, 2024, of the $106,890.53, being a portion of the $1,000,000 principal amount of the Funding Assistance, Series 2024 A. The Local Government understands that the remaining proceeds of the Funding Assistance, Series 2024 A will be advanced to the Local Government from time to time the project proceeds to completion.

WITNESS my signature on this 29th day of May, 2024.

TOWN OF PAW PAW

Mayor

STEPTOE & JOHNSON PLLC
ATTORNEYS AT LAW

Chase Tower, 17th Floor
P.O. Box 1588
Charleston, WV 25326-1588
(304) 353-8000 (304) 933-8704 Fax
www.steptoe-johnson.com

Writer's Contact Information

May 29, 2024

Town of Paw Paw
Paw Paw, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Department of Environmental Protection
Charleston, West Virginia

Ladies and Gentlemen:

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

We have examined a certified copy of proceedings and other papers relating to the authorization of a Funding Assistance Agreement dated May 29, 2024, including all schedules and exhibits attached thereto (the "Funding Assistance Agreement"), by and among the Local Government, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP").

The Funding Assistance is being provided for the purposes of (i) paying a portion of the Issuer's Sewerage System Design Revenue Bonds, Series 2021 A (West Virginia Infrastructure Fund), dated November 18, 2021, issued in the original aggregate principal amount of $151,130 (the "Prior Bond"); (ii) paying a portion of the costs of certain improvements and extensions to the existing public sewerage system of the Local Government (the "Project"); and (iii) paying certain issuance and other costs in connection therewith.

We have also examined the applicable provisions of Chapter 16, Article 13 and Chapter 22C, Article 2 of the Code of West Virginia, 1931, as amended (the "Local Statute"), and the ordinance duly enacted by the Local Government on May 6, 2024 as supplemented by Supplemental Resolution adopted May 6, 2024 (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 the DEP.

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

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

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

6. With the proceeds of the Funding Assistance, Series 2024 A in the amount of $145,347.09 (the "Funding Assistance Proceeds") and $4.06 from other funds of the Issuer held by the West Virginia Municipal Bond Commission (the "Commission"), the Prior Bond has been paid in full, and the covenants, agreements and other obligations of the Issuer to the owners of such Prior Bond has been satisfied and discharged. In rendering the opinion set forth in this paragraph, we have relied upon the Receipt and Release from the Commission, as Paying Agent for the Prior Bond that they have received payment for the entire outstanding principal of such Prior Bond and all interest accrued thereon on the date hereof and that such Prior Bond has been paid in full.

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

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

Very truly yours,

STEPTOE & JOHNSON PLLC

TRUMP & TRUMP, L.C.

Attorneys At Law
171 S. Washington Street
Berkeley Springs, West Virginia 25411
Telephone: (304) 258-1414 • Facsimile: (304) 258-4069

Charles S. Trump, IV
George I. McVey
Tammy Mitchell McWilliams♦

Victoria G. Camardi
Sarah N. McAllister♦

♦ *Also admitted in MD*

C.S. Trump, Jr. (1891-1965)
C. Samuel Trump, III (1933-1998)

May 29, 2024

Town of Paw Paw
Funding Assistance, Series 2024 A
(West Virginia SRF Program/Forgivable)

Town of Paw Paw
Paw Paw, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Department of Environmental Protection
Charleston, West Virginia

Ladies and Gentlemen:

I am counsel to the Town of Paw Paw in Morgan County, West Virginia (the "Local Government"). As such counsel, I have examined copies of the approving opinion of Steptoe & Johnson PLLC, as funding assistance counsel, a Funding Assistance Agreement, dated May 29, 2024, including all schedules and exhibits attached thereto, by and among the Local Government and the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP") (the "Funding Assistance Agreement"), an Ordinance duly enacted by the Local Government on May 6, 2024, as supplemented by a Supplemental. Resolution duly adopted by the Local Government on May 6, 2024 (collectively, the "Local Act"). All capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Local Act and the Funding Assistance Agreement when used herein.

I am of the opinion that:

1. The Local Government has been duly created and is validly existing as a municipal corporation and political subdivision of the State of West Virginia, and the Mayor, Recorder, and members of the council of the Local Government have been duly and properly elected or appointed, as applicable, have taken the requisite oaths, and are authorized to act on behalf of the Local Government in their respective capacities.

2. The Funding Assistance Agreement has been duly authorized, executed and delivered by the Local Government and, assuming due authorization, execution and delivery by the other parties thereto, constitutes a valid and binding agreement of the Local Government enforceable in accordance with its terms.

307 Rock Cliff Drive
Martinsburg, WV 25401
Telephone: (304) 267-7270
Facsimile: (304) 267-2850

3. The Local Act has been duly adopted and enacted by the Local Government and is in full force and effect.

4. 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 ordinance, order, resolution, agreement or other instrument to which the Local Government is a party or by which the Local Government or its properties are bound or any existing law, regulation, court order or consent decree to which the Local Government is subject.

5. The Local Government has received all permits, licenses, approvals, consents, exemptions, orders, certificates and authorizations necessary for the acquisition and construction of the Project, the operation of the System and the imposition of rates and charges for use of the System, including, without limitation, the receipt of all requisite orders and approvals from the West Virginia Department of Environmental Protection and the Public Service Commission of West Virginia, and has taken any other action required for the imposition of such rates and charges.

6. 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 hoard or body, pending or threatened, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Funding Assistance Agreement, the Local Act, the acquisition and construction of the Project or the operation of the System.

7. I have ascertained that all successful bidders have provided the drug-free workplace affidavit, submitted their drug-free workplace plan, and the contracts contain language that complies with the Drug-Free Workplace Act, Article 1D, Chapter 21 of the West Virginia Code. I have verified that all successful bidders have made the required provisions for all insurance and payment and performance bonds and verified such insurance policies and bonds for accuracy. Based on my review of the contracts, the surety bonds and the policies or other evidence of insurance coverage in connection with the Project, I have verified that such surety bonds and 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.

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

Very truly yours,

George I. McVey

STEPTOE & JOHNSON PLLC
ATTORNEYS AT LAW

Chase Tower, 17th Floor
P.O. Box 1588
Charleston, WV 25326-1588
(304) 353-8000 (304) 933-8704 Fax
www.steptoe-johnson.com

Writer's Contact Information

May 29, 2024

Town of Paw Paw
Funding Assistance, Series 2024 A
(West Virginia SRF Program/Forgivable)

Town of Paw Paw
Paw Paw, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Department of Environmental Protection
Charleston, West Virginia

Ladies and Gentlemen:

We are special counsel to the Town of Paw Paw, a municipality in Morgan County, West Virginia (the "Local Government"). As such counsel, we have represented the Local Government before the Public Service Commission of West Virginia in connection with the issuance of the above-referenced funding assistance, and the acquisition and construction of the Project. All capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Bond Legislation when used herein.

We are of the opinion that:

(1) The Local Government has duly enacted a sewer rate ordinance on June 3, 2021, setting forth the respective rates and charges for the services of the System. The time for appeal of such rate ordinance has expired prior to the date hereof without any appeal, and such rate ordinance is currently in effect.

(2) The Project qualifies as an ordinary extension of an existing system in the usual course of business. As such a Certificate of Public Convenience and Necessity is not required.

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

Very truly yours,

STEPTOE & JOHNSON PLLC

20361231.1

Town of Paw Paw
Funding Assistance, Series 2024 A
(West Virginia SRF Program/Forgivable)

CERTIFICATE OF ENGINEER

I, John W. Cole, Registered Professional Engineer, West Virginia License No. 17949, of Rummel, Klepper & Kahl, LLP, Keyser, West Virginia, hereby certify this 29th day of May, 2024 as follows:

1. My firm is engineer for the acquisition and construction of certain extensions, additions, betterments and improvements (the "Project") to the sewerage system (the "System") of the Town of Paw Paw (the "Local Government"), to be constructed in Morgan County, West Virginia. Capitalized terms used herein and not defined herein shall have the same meaning set forth in the Ordinance enacted by the Local Government on May 6, 2024, as supplemented by the Supplemental Resolution of the Local Government adopted May 6, 2024 (collectively, the "Local Act"), and the Funding Assistance Agreement by and among the Local Government, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP"), dated May 29, 2024 (the "Funding Assistance Agreement").

2. The Funding Assistance, Series 2024 A is being provided (i) to pay the Prior Bonds; (ii) to pay a portion of the costs of acquisition and construction of the Project; and (iii) to pay certain costs of issuance and related costs.

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

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

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

[Remainder of Page Intentionally Blank]

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

RUMMEL, KLEPPER & KAHL, LLP.

(SEAL)

John W. Cole, P.E.
West Virginia License No. 17949

16286149.1

Paw Paw Sewer Improvement Project - Phase 1

IJDC PROJECT 2021S-1948 **CWSRF Project C-544684** **Post-Bid 3/19/2024**

A. COST OF PROJECT	TOTAL	IJDC Design Loan	IJDC Grant	CWSRF Principal Forgiveness	Town Contribution (ARPA)	Economic Enhancement Grant
	3,110,000.00		**1,000,000.00**	**1,000,000.00**	**25,000.00**	**1,085,000.00**
1 Construction						
a. Contract 1	1,945,418.00	0.00	238,788.00	621,630.00	0.00	1,085,000.00
b. Sludge Dredging Contingency	415,500.00	0.00	415,500.00	0.00	0.00	0.00
2 Construction Contingency	194,582.00	0.00	194,582.00	0.00	0.00	0.00
3 Legal						
a. Project Attorney	1,500.00	0.00	0.00	1,000.00	500.00	0.00
b. PSC Attorney (S&J)	27,000.00	0.00	0.00	12,000.00	15,000.00	0.00
4 Accountant (CoxHollidaYoung)	9,500.00	0.00	0.00	0.00	9,500.00	0.00
5 Technical Services (RK&K)						
a Study and Report	38,400.00	38,400.00	0.00	0.00	0.00	0.00
b. Preliminary Design	68,450.00	32,030.00	0.00	36,420.00	0.00	0.00
c Final Design	33,350.00	0.00	0.00	33,350.00	0.00	0.00
d Bidding and Negotiation	7,100.00	0.00	0.00	7,100.00	0.00	0.00
e Eng. During Construction	88,900.00	0.00	0.00	88,900.00	0.00	0.00
f Project Inspection	139,100.00	0.00	0.00	139,100.00	0.00	0.00
g Special Services						
i. I&I Study and Report	55,000.00	55,000.00	0.00	0.00	0.00	0.00
ii. Asset Management Plan	15,000.00	0.00	0.00	15,000.00	0.00	0.00
iii. Funding Assistance	10,200.00	10,200.00	0.00	0.00	0.00	0.00
6 Administration						
a Project Administrator (Region 9)	30,000.00	0.00	0.00	30,000.00	0.00	0.00
b Other Admin (legal ads, conf calls)	3,000.00	0.00	0.00	3,000.00	0.00	0.00
7 Lands / Easements	0.00	0.00	0.00	0.00	0.00	0.00
8 Permits	5,000.00	0.00	0.00	5,000.00	0.00	0.00
9 Project Contingency	0.00	0.00	0.00	0.00	0.00	0.00
10 Sub Total line 1 thru 9	**3,087,000.00**	**135,630.00**	**848,870.00**	**992,500.00**	**25,000.00**	**1,085,000.00**
B. Cost of Financing						
11 payoff IJDC Loan	0.00	0.00	151,130.00	0.00	0.00	0.00
12 Registrar Fees	500.00	500.00	0.00	0.00	0.00	0.00
13 Bond Counsel (S&J)	22,500.00	15,000.00	0.00	7,500.00	0.00	0.00
14 Sub Total Cost of Financing	23,000.00	15,500.00	151,130.00	7,500.00	0.00	0.00
15 Total Project Cost (Line 10+ Line 15)	**3,110,000.00**	**151,130.00**	**1,000,000.00**	**1,000,000.00**	**25,000.00**	**1,085,000.00**
C. SOURCES OF OTHER FUNDS						
16 State Grant EEGF	1,085,000.00		0.00	0.00	0.00	1,085,000.00
17 State Grant (IJDC)	1,000,000.00		1,000,000.00	0.00	0.00	0.00
18 Federal Grant	1,000,000.00		0.00	1,000,000.00	0.00	0.00
19 Town Contribution	25,000.00		0.00	0.00	25,000.00	0.00
20 Total Grants	3,110,000.00		1,000,000.00	1,000,000.00	25,000.00	1,085,000.00
21 Total Bond Issue	**0.00**		**0.00**	**0.00**	**0.00**	**0.00**

Town of Paw Paw

RK&K Engineers

JOHN W. COLE
REGISTERED
17949
STATE OF
WEST VIRGINIA
PROFESSIONAL ENGINEER

101 North Spring Street
Suite 200
Martinsburg WV 25401
Phone 304.263.0891
Fax 304.263.0997
www.chycpa.com

CoxHollidaYoung PLLC

May 29, 2024

Town of Paw Paw
Funding Assistance, Series 2024 A
(West Virginia SRF Program);
Sewer Revenue Bonds, Series 2024 B
(West Virginia SRF Program); and
Sewer Revenue Bonds, 2024 C
(West Virginia SRF Program/Forgivable)

Town of Paw Paw
Paw Paw, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Department of Environmental Protection
Charleston, West Virginia

Ladies and Gentlemen:

Based upon the rates and charges set forth in the unappealable sewer rate ordinance of the Town of Paw Paw (the "Issuer"), enacted June 3, 2021 and projected operation and maintenance expenses and anticipated customer usage as furnished to us by Rummel, Klepper, and Kahl, LLP, the Consulting Engineers to the Issuer, it is our opinion that such rates and charges will be sufficient to provide revenues which, together with other revenues of the sewerage system (the "System") of the Issuer, will pay all repair, operation and maintenance expenses of the System and leave a balance each year equal to at least 115% of the maximum amount required in any year for debt service on the Issuer's Sewer Revenue Bonds, Series 2024 B (West Virginia SRF Program), dated May 29, 2024, issued in the principal amount of $1,302,900 (the "Series 2024 B Bonds"), and all other obligations secured by a lien on or payable from such revenues, including the Issuer's Sewer Revenue Bonds, Series 2012 A (West Virginia Infrastructure Fund), dated August 24, 2012, issued in the original aggregate principal amount of $500,000 (the "Prior Bonds").

It is further our opinion that the Net Revenues actually derived from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of the Series 2024 B Bonds, plus the estimated average increased annual Net Revenues to be received in each of the 3 succeeding years after the completion of the improvements to be financed by the Series 2024 B Bonds, are not less than 115% of the largest aggregate amount that will mature and become due

in any succeeding fiscal year for the principal of and interest on the Prior Bonds and the Series 2024 B Bonds.

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

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

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

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

Sincerely,

Catherine Sullivan

Catherine Sullivan, CPA
CoxHollidaYoung, PLLC

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: 5/29/2024

ISSUE: Town of Paw Paw
Funding Assistance, Series 2024 A (West Virginia SRF Program)

ADDRESS: 122 Winchester Street, Paw Paw, West Virgnia 25434 COUNTY: Morgan

PURPOSE OF ISSUE: x New Money
____ Refunding Refunding issue(s) dated: ____

ISSUE DATE: 5/29/2024 RATE: NA ADMIN FEE NA

ISSUE AMOUNT: $ 1,000,000.00

1st DEBT SERVICE DUE: NA 1st PRINCIPAL DUE: NA

1st DEBT SERVICE AMOUNT: NA PAYING AGENT: NA

BOND COUNSEL: *Steptoe & Johnson PLLC*
Contact Name: John Stump
Phone: 304.353.8196
Email: john.stump@steptoe-johnson.com

UNDERWRITERS COUNSEL: *Jackson Kelly PLLC*
Contact Name: Samme Gee
Phone: 304.340.1318
Email: sgee@JacksonKelly.com

CLOSING BANK: *Bank of Romney*
Contact Name: Natale Crabtree
Phone: 304.947.7255
Email:

ESCROW TRUSTEE:
Contact Name:
Phone:
Email:

KNOWLEDGEABLE ISSUER CONTACT:
Contact Name: Ron Davis
Title: Clerk
Phone: 304.947.7476
Email: rdavis@townofpawpaw.com

OTHER: *WV DEP*
Contact Name: John Giroir
Title: Acting Manager
Phone: 304.926.0499 ext 1603
Email: john.giroir@wv.gov

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

Accrued Interest:
Capitalized Interest:
Reserve Account:
Other:

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

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

ISSUER NUMBERS:
BANK ID NUMBER: CUSIP:
ACCOUNT NUMBER: PROGRAM NUMBER:

NOTES: No accounts set up at MBC. Funding Assistance is forgivable

FOR MUNIICPAL BOND COMMISSION USE ONLY:
Documents Required: Transfers Required:

IC-2
(04/24)

GRANT AGREEMENT
(2021S-1948)

This Grant Agreement entered into by and between the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority"), at the direction of the WEST VIRGINIA INFRASTRUCTURE AND JOBS DEVELOPMENT COUNCIL (the "Council"), and the TOWN OF PAW PAW (the "Governmental Agency").

RECITALS

WHEREAS, the Council has authorized the Authority to make a grant to the Governmental Agency in the amount not to exceed $1,000,000 (the "Grant") for the purposes of the design, acquisition or construction of a project for which a preliminary application has been submitted and approved by the Council;

WHEREAS, the Governmental Agency wishes to accept the Grant upon such terms and conditions as are hereinafter set forth for the purposes of designing, acquiring or constructing the project described in Exhibit A attached hereto and incorporated herein by reference (the "Project");

WHEREAS, this Grant Agreement sets forth the Council, the Authority and the Governmental Agency's understandings and agreements with regard to the Grant.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the Authority and the Governmental Agency hereby agree as follows:

TERMS

1. Prior to the distribution of the Grant, the Governmental Agency shall provide the Authority with a Project budget and an anticipated monthly draw schedule reflecting the receipt dates and amounts from other funding sources. The Project budget shall not be amended unless the Governmental Agency has received the prior written consent of the Council.

2. The Authority shall advance the Council's share of the Project costs from the Grant from time to time upon receipt of an approval resolution and a requisition evidencing the costs incurred, which requisition must be satisfactory to the Authority. Unless agreed to by the Council prior to the commencement of construction, the Grant shall be the last dollars expended on the Project.

3. The monthly requisition will also set forth (i) the amounts requested for that requisition period from all other funding agencies, and (ii) the amounts advanced for the Project to date from all other funding agencies.

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

5. The Authority shall wire the approved requisition amount using the wiring instructions provided in Exhibit B, unless the Council and Authority are provided replacement instructions in writing.

6. The Governmental Agency shall comply with and is bound by the Council's rules set forth as Title 167, Series 1 and more particularly Section 5.9 with respect to the sale of the Project.

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

8. The Governmental Agency shall list the Grant provided by the Authority and the Council in any press release, publication, program bulletin, sign or other public communication that references the Project, including but not limited to any program document distributed in conjunction with any groundbreaking or dedication of the Project.

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

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

11. This Grant Agreement will expire on May 1 , 2026 (the "Expiration Date"), unless extended at the direction of Council.

12. This Grant Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one in the same instrument.

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

[Remainder of page intentionally left blank]

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

TOWN OF PAW PAW

By: _____
Its: Mayor
Date: May 29, 2024

(SEAL)

Attest:

_____
Its: Recorder

WEST VIRGINIA WATER
DEVELOPMENT AUTHORITY

By: _____
Its: Executive Director
Date: May 29, 2024

(SEAL)

Attest:

_____
Its: Authorized Officer

Exhibit A

Project Description
(IJDC 2021S-1948)

The Project consists of the acquisition and construction of improvements to the wastewater treatment plant, upgrades to the pump station, an I&I study, and collection system rehabilitation, and all necessary appurtenances thereto.

Number of Proposed New Customers to Be Served: -0-
Location: Town of Paw Paw, Morgan County

Governmental Agency:	Town of Paw Paw
Address:	P.O. Box 35, Paw Paw, WV 25434
Grant Amount:	Up to $1,000,000*
Fiscal Year:	July 1 – June 30
FEIN:	55-6000229

*NOTE: $415,000 of the grant is restricted to the sludge dredging contingency and may only be advanced for that purpose.

Exhibit B

[TO BE PLACED ON LETTERHEAD]

Wiring Instructions

TOWN OF PAW PAW
2021S-1948

Payor:	**West Virginia Infrastructure & Jobs Development Council**
Source:	**Grant Proceeds**
Amount:	**$_____**
Date:	**_____**
Form:	**Electronic Funds Transfer**
Payee:	**Town of Paw Paw** **P.O. Box 35, Paw Paw, WV 25434**
Contact Name:	**_____**
Telephone:	**(304) _____**
Bank Name:	**Bank of Romney**
Bank Street Address:	**95 East Main Street, Romney, WV 26757**
Bank Contact:	**Natale Crabtree**
Telephone:	**(304) 947-7255**
ABA:	**052201925**
Account #:	**6108356**
Account Name:	**Sewer Project Account Phase 1**

WDA EEGF-1
(04/24)

Notice of Subaward

Subrecipient Name: Town of Paw Paw	**Name of Federal Awarding Agency:** Department of Treasury
Subrecipient's Unique Entity Identifier: XWVMCDBCMN83	**Federal Award Date:**
Federal Award Identification Number (FAIN):	**Name of Pass-Through Entity:** State of West Virginia
Catalog of Federal Domestic Assistance (CFDA) Number: 21.027	**Contact Information for Pass-Through Entity:**
Program Name:	**Subaward Period of Performance:**
Total Amount of Federal Funds Obligated by this Agreement: $1,085,000	**Total Amount of Federal Funds obligated to the Subrecipient:**
Federal Award Project Description: Coronavirus State and Local Fiscal Recovery Fund	
Approved Budget Categories:	
Is the award for Research and Development (R&D)? No	**Subrecipient's Indirect Cost Rate for federal award:**
Terms & Conditions: See attached Economic Enhancement Grant Agreement	
Incorporated Documents: 1. Notice of Subaward 2. West Virginia Water Development Authority Economic Enhancement Grant Agreement 3. Exhibit A – Project Description	

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY
ECONOMIC ENHANCEMENT GRANT AGREEMENT
(IJDC # 2021S-1948 / UEI # XWVMCDBCMN83)

This Grant Agreement entered into by and between the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") and the TOWN OF PAW PAW (the "Grantee").

RECITALS

WHEREAS, West Virginia Code 22C-1-6a authorized the Authority to create the West Virginia Economic Enhancement Grant Fund (the "EEG Fund") and the Legislature has appropriated funds to the EEG Fund from certain American Rescue Plan Act ("ARPA") funds received by the State of West Virginia;

WHEREAS, the West Virginia Water Development Board (the "Board") has reviewed the application of the Grantee and has authorized the Authority to make a grant to the Grantee in the amount not to exceed $1,085,000 (the "Grant"), for the purposes of acquiring and constructing improvements to the wastewater treatment plant, upgrades to the pump station, an I&I study, and collection system rehabilitation (the "Project") at total estimated cost of $3,110,000, and which will also be funded by an Infrastructure and Jobs Development Council grant not to exceed $1,000,000, a DEP CWSRF principal forgiveness loan not to exceed $1,000,000 and a contribution from the Grantee not to exceed $25,000;

WHEREAS, the Grantee is either a governmental entity or a non-for-profit entity;

WHEREAS, the Grantee wishes to accept the Grant upon such terms and conditions as are hereinafter set forth for the purposes of designing, acquiring or constructing the Project described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, this Grant Agreement sets forth the Authority and the Grantee's understandings and agreements with regard to the Grant.

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

TERMS

1. Prior to the distribution of the Grant, the Grantee shall provide the Authority with a Project budget and an anticipated monthly draw schedule reflecting the receipt dates and amounts from other funding sources. The Project budget shall not be amended unless the Grantee has received the prior written consent of the Authority.

2. The Authority shall advance its share of the Project costs from the Grant from time to time upon receipt of an approval resolution and a requisition evidencing the costs incurred (with detailed invoices showing actual expenditures), which requisition must be satisfactory to the Authority. The Authority shall pay for any costs that are incurred from the

beginning date set forth on Exhibit A (the "Beginning Date"), to the expiration date set forth on Exhibit A (the "Expiration Date"), of which some costs may have been incurred prior to the date hereof and where such costs are necessary for the efficient and timely performance of the scope of the Project and are eligible costs for the EEG Fund. The Authority shall review and approve such requests and any costs preceding the date hereof must be included in the first draw. All requests for payments under this Grant Agreement shall be submitted in detail sufficient for a program pre-audit and post-audit thereof. All funds must be expended (payment issued for expenses incurred) prior to or on December 31, 2026 [2024 if Design Project].

3. The monthly requisition will also set forth (i) the amounts requested for that requisition period from all other funding agencies, and (ii) the amounts advanced for the Project to date from all other funding agencies.

4. (a) The Grantee will use the proceeds of the Grant only for the purposes specifically set forth in Exhibit A. Any property, supplies, or equipment comprising the Project and purchased with proceeds of this Grant, must be used consistent with the purpose for which it was purchased or improved or for any other eligible purpose in the same category as approved by the Authority (31 CFR 35.6 (e)). Prior to the sale, transfer or other disposition of any property, supplies or equipment comprising the Project that was purchased with the proceeds of this Grant, the Grantee shall contact the Authority for instructions on how to handle the disposition and/or any proceeds of a sale. The Grantee shall reimburse the Authority any amounts determined by Authority.

(b) If the Federal Government determines that the Grantee has not used the Grant funds appropriately and claws back all or a portion of the Grant, then the Grantee shall reimburse the Authority or the State the amount of the claw back.

5. The Authority shall pay the approved requisition amount using the State's OASIS system.

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

7. The Grantee shall list the Grant provided by the Authority in any press release, publication, program bulletin, sign or other public communication that references the Project, including but not limited to any program document distributed in conjunction with any groundbreaking or dedication of the Project.

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

9. The Authority and the Grantee shall comply with the conflicts of interest rules adopted for the State of West Virginia.

10. The Grantee shall comply with applicable ARPA assistance regulations (2 CFR Part 200). All procurements conducted with Grant funds must comply with Procurement Standards of 2 CFR 200.317 through 200.326, as applicable.

11. The Grantee agrees to comply with all applicable Federal and State laws and requirements, including 2 CFR Part 200. The Grantee agrees to allow the Authority, the State of West Virginia, the U.S. Treasury and their respective auditors access to all records and financial statements relating to the Grant.

12. The Grantee shall comply with the internal control requirements specified at 2 CFR § 200.303 and will comply with 2 CFR Part 200, Subpart F, Audit Requirements. In the event the Grantee expends $750,000 or more in Federal awards in a fiscal year, the Grantee must have a single audit or grant specific audit conducted within nine (9) months of the preceding June 30, in accordance with the provisions of 2 CFR Part 200. Upon completion of the audit required hereby, the Grantee shall promptly transmit a copy of the audit to the Authority (not later than the respective March 27).

13. **This Grant Agreement will cover all Costs incurred for the Project commencing on the Beginning Date to and including the Expiration Date, unless extended at the direction of the Board (the "Grant Period").**

14. The Authority will close out this Grant Agreement when it determines that all activities and all applicable administrative actions have been completed. Unless an extension is approved by the Board, within thirty (30) calendar days after the Expiration Date, the Grantee must submit any outstanding reports, including a final project report. Within thirty (30) calendar days after receipt of all outstanding reports, the Authority will make upward or downward adjustments to the allowable costs, and then make prompt payments to the Grantee for remaining allowable costs. The close out of this Grant Agreement does not affect any of the following:

a. The right of the Authority to disallow costs and recover funds on the basis of a later audit or other review;

b. The obligation of the Grantee to return any funds due as a result of later refunds, corrections, or other transactions; or

c. The Grantee's obligations regarding audits and records retention.

15. This Grant Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one in the same instrument.

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

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

TOWN OF PAW PAW

By: _____
Its: Mayor
Date: May 29, 2024

(SEAL)

Attest:

_____
Its: Recorder

WEST VIRGINIA WATER
DEVELOPMENT AUTHORITY

By: _____
Its: Executive Director
Date: May 29, 2024

(SEAL)

Attest:

_____
Its: Authorized Officer

Exhibit A

Project Description
(IJDC # 2021S-1948 / UEI # XWVMCDBCMN83)

The Project consists of the acquisition and construction of improvements to the wastewater treatment plant, upgrades to the pump station, an I&I study, and collection system rehabilitation, and all necessary appurtenances thereto.

Number of Proposed New Customers to Be Served: -0-
Location: Town of Paw Paw, Morgan County

Grantee:	Town of Paw Paw
Address:	P.O. Box 35, Paw Paw, WV 25434
Grant Amount:	Up to $1,085,000
Fiscal Year:	July 1 – June 30
FEIN:	55-6000229

Beginning Date:	April 17, 2023
Expiration Date:	December 1 , 2026