

TOWN OF ROMNEY

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN IMPROVEMENTS AND EXTENSIONS TO THE EXISTING PUBLIC WASTEWATER FACILITIES OF THE TOWN OF ROMNEY, 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 \$2,500,000 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 ROMNEY:

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 Romney (the "Local Government") is authorized and empowered by the Act to acquire, construct, improve, operate and maintain wastewater project consisting of the removal and replacement of approximately 9,530 LF of exiting gravity collection system, with associated manholes, service re-connections and road repairs, installation of third pump within an existing lift station to independently handle high storm flows, replacement of the existing lift station trailer mounted backup generator and installation of new 12" & 24" values on the existing sanitary lines and other necessary appurtenances at the WWTP to enable storage and control of high sanitary flows, together with all necessary appurtenances (the "Project") and to finance the costs of the Project from grants or other funding assistance provided for the Project;

WHEREAS, the Local Government has submitted an application for the Project to the West Virginia Department of Environmental Protection (the "DEP"), and the West Virginia 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 adopted, 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 ROMNEY, AS FOLLOWS:

Section 1. A. There is hereby authorized and ordered the implementation of the Project at an estimated cost not to exceed \$4,845,500 in accordance with the plans and specifications which have been prepared by the Consulting Engineers, heretofore filed in the office of the Governing Body. The proceeds of the Funding Assistance, Series 2024 A hereby authorized shall be applied to the costs of the Project.

The cost of the Project is estimated not to exceed \$4,845,500 of which up to \$2,500,000 will be obtained from the proceeds of the Funding Assistance, Series 2024 A; \$853,000 will be obtained from an Overflow and Stormwater Grant; \$100,000 will be obtained from a Congressionally Directed Spending Match; \$400,000 will be obtained from a Congressionally Directed Spending Grant; and \$1,000,000 will be obtained as a Council Grant.

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 and the DEP.

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

Section 3. The Local Government hereby affirms all covenants and representations made in the Funding Assistance Agreement and in the application to the DEP. The Local Government hereby agrees to comply with all covenants, conditions and requirements set forth in the Funding Assistance Agreement as set forth in Section 4.1 thereof and this Section 3 herein. The Local Government covenants as follows:

(a) The Local Government shall complete the 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 DEP and the Authority, all federal requirements 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 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 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, 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 Local Government hereby approves and accepts all contracts relating to the financing, acquisition and construction of the Project and the Mayor of the Governing Body is hereby authorized and directed to execute and deliver all such contracts.

Section 8. Prior to the closing of the Funding Assistance, this Ordinance may be amended or supplemented in any way by supplemental resolution, specifically including, but not limited to, approval and ratification of the Funding Assistance Agreement and designation of the exact principal amount, date, and other terms of the Funding Assistance.

Section 9. Upon adoption hereof, an abstract of this Ordinance determined by the Governing Body to contain sufficient information as to give notice of the contents hereof shall be published once a week for 2 successive weeks within a period of fourteen consecutive days, with at least 6 full days intervening between each publication, in the *Hampshire Review*, a newspaper of general circulation in the Town of Romney, together with a notice stating that this Ordinance has been adopted and that the Local Government contemplates the issuance of the Bonds, and that any person interested may appear before the Governing Body upon a date certain, not less than ten days subsequent to the date of the first publication of such abstract of this Ordinance and notice, and present protests, and that a certified copy of this Ordinance is on file with the Governing Body for review by interested persons during office hours of the Governing Body. At such hearing, all objections and suggestions shall be heard and the Governing Body shall take such action as it shall deem proper in the premises.

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

Passed on First Reading: April 8, 2024

Passed on Second Reading: May 13, 2024

Passed on Final Reading
Following Public
Hearing: June 10, 2024

TOWN OF ROMNEY


Mayor

CERTIFICATION

Certified as a true copy of an Ordinance duly enacted by the Council of Town of Romney
on the 10th day of June, 2024.

Dated: June 27, 2024.

[SEAL]



Recorder

Town of Romney
Funding Assistance, Series 2024 A
(West Virginia SRF Program)

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 ROMNEY; APPROVING AND RATIFYING THE FUNDING ASSISTANCE AGREEMENT; DESIGNATING A DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE FUNDING ASSISTANCE.

WHEREAS, the council (the “Governing Body”) of the Town of Romney (the “Issuer”) has duly and officially adopted and enacted an ordinance, effective June 10, 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 ROMNEY, 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 \$2,500,000 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 in a principal amount not to exceed \$2,500,000 (the “Funding Assistance”) and has authorized the execution and delivery of the Funding Assistance Agreement relating to the Funding Assistance, including all schedules and exhibits attached thereto, by and among the Issuer, the West Virginia Water Development Authority (the “Authority”), and the West Virginia Department of Environmental Protection (the “DEP”) for the Funding Assistance (the “Funding Assistance Agreement”), all in accordance with Chapter 16, Article 13 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the “Act”);

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

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

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

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 \$2,000,000. The Funding Assistance shall be dated the date of delivery thereof and shall bear no interest. The principal amounts advanced under the Funding Assistance will be deemed forgiven on the 30th day of June in the fiscal year in which advanced. The Funding Assistance shall be deemed no longer Outstanding after the last advance is forgiven. The Funding Assistance may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the DEP, and otherwise in compliance with, the Funding Assistance Agreement. The Funding Assistance is not subject to an SRF Administrative Fee.

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

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

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

Section 5. The Mayor and the Recorder are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable in connection with the Funding Assistance hereby and by the Ordinance approved and provided for, to the end that the Funding Assistance may be delivered on or about June 27, 2024, to the Authority pursuant to the Funding Assistance Agreement.

Section 6. The Project and the financing thereof in part with proceeds of the Funding Assistance are in the public interest, serve a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

Section 7. The Issuer does hereby approve and authorize all contracts relating to the financing, design, acquisition and construction of the Project.

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

Adopted this 10th day of June, 2024.

TOWN OF ROMNEY

By: 
Its: Mayor

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Council of the Town of Romney on the 10th of June, 2024.

Dated: June 27, 2024.

[SEAL]



Recorder

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 ROMNEY
(C-544656 / 2020S-1880)
(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.

SRF-PF-1*
(09/23)

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 ROMNEY

(SEAL)

By: 
Its: Mayor
Date: June 27, 2024

June 27, 2024
Attest:


Its: Recorder

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

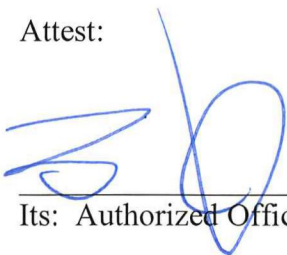
By: 
Its: Director
Date: June 27, 2024

WEST VIRGINIA WATER DEVELOPMENT
AUTHORITY

(SEAL)

By: 
Its: Executive Director
Date: June 27, 2024

Attest:


Its: Authorized Officer

SRF-PF-1*
(09/23)

EXHIBIT A
FORM OF PERFORMANCE CERTIFICATE

[To Be Provided By DEP]

EXHIBIT B
MONTHLY FINANCIAL REPORT

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

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

Name of Person Completing Form

Address

Telephone

INSTRUCTIONS FOR COMPLETING MONTHLY FINANCIAL REPORT

Item 1 You will need a copy of the current fiscal year budget adopted by the Local Government to complete Items 1 and 2. In Item 1, provide the amount of actual **Gross Revenues** for the current month and the total amount year-to-date in the respective columns. Divide the budgeted annual Gross Revenues by 12. For example, if Gross Revenues of \$1,200 are anticipated to be received for the year, each month the base would be increased by \$100 ($\$1,200/12$). This is the incremental amount for the Budget Year-to-Date column.

Item 2 Provide the amount of actual **Operating Expenses** for the current month and the total amount year-to-date in the respective columns. Any administrative fee should be included in the Operating Expenses. Divide the budgeted annual Operating Expenses by 12. For example, if Operating Expenses of \$900 are anticipated to be incurred for the year, each month the base would be increased by \$75 ($\$900/12$). This is the incremental amount for the Budget Year-to-Date column.

Item 3 Provide the **Bond Payments (principal, interest and reserve account)** for all the outstanding bonds of the Local Government according to the source of funding. For example, Clean Water State Revolving Fund loan from Department of Environmental Protection, Drinking Water Treatment Revolving Fund loan from Bureau for Public Health, Infrastructure Fund loan from Infrastructure and Jobs Development Council, or a loan from the Water Development Authority, etc.

Item 4 Provide the amount deposited into the **Renewal and Replacement Fund** each month. This amount is equal to 2.5% of Gross Revenues minus the total reserve account payments included in Item 3. If Gross Revenues are \$1,200, then \$30 (2.5% of \$1,200), LESS the amount of all reserve account payments in Item 3 should be deposited into the Renewal and Replacement Fund. The money in the Renewal and Replacement Fund should be kept separate and apart from all other funds of the Local Government.

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

SRF-PF-1*
(09/23)

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 firm¹ has ascertained that all successful bidders have made required provisions for all insurance and payment and performance bonds and that such insurance policies or binders and such bonds have been verified for accuracy; (v) the successful bidders received any and all addenda to the original bid documents; (vi) the bid documents relating to the Project reflect the Project as approved by the

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

DEP and the bid forms provided to the bidders contain all critical operational components of the Project; (vii) the successful bids include prices for every item on such bid forms; (viii) the uniform bid procedures were followed; (ix) the Issuer has obtained all permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the Project and operation of the System; (x) as of the effective date thereof², the rates and charges for the System as adopted by the Issuer will be sufficient to comply with the provisions of the Funding Assistance Agreement; (xi) the net proceeds of the 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]

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

EXHIBIT E
SPECIAL CONDITIONS

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

B. ASSET MANAGEMENT – The Local Government shall submit an acceptable asset management plan or where applicable, updated plans, to DEP no later than six months following substantial completion of the Project. This requirement shall be included in the bond closing documents.

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

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

E. CLOSING REQUIREMENTS – [Reserved].

EXHIBIT F
OPINION OF LOCAL COUNSEL FOR LOCAL GOVERNMENT

[To Be Dated as of Date of Closing]

[Name of Local Government]
_____, West Virginia

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

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

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

Ladies and Gentlemen:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Very truly yours,

SCHEDULE X

DESCRIPTION OF FUNDING ASSISTANCE

Principal Amount of Funding Assistance \$2,000,000

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 Romney, Hampshire County

Beginning Date: January 1, 2018

Expiration Date: September 30, 2030



WEST VIRGINIA

Infrastructure & Jobs Development Council

September 09, 2020

Betty Keadle
ROMNEY, CITY OF
340 E Main Street
Romney, WV 26757

Re: ROMNEY, CITY OF
Sewer Line Upgrade/Replacement Project No. 2020S-1880
Preliminary Application Approved

Dear Betty Keadle :

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 grant information for this Project:
CWSRF Debt Forgiveness - \$1,000,000.00
IJDC District 2 Grant - \$1,000,000.00

Total estimated project cost is \$2,000,000.00. 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: Katheryn Emery, West Virginia Department of Environmental Protection
Daniel Ferrell, Thrasher Engineering, Inc.
Pam Keplinger, Region 8 - Planning & Development Council
Michael D Griffith, Griffith & Associates
Samme Gee, Esq., Jackson Kelly



WEST VIRGINIA

Infrastructure & Jobs Development Council

May 3, 2023

City of Romney
Attention: Betty Keadle
340 E Main Street
Romney, WV 26757

Re: Romney, City of
Sewer Project 2020S-1880
Approval of Cost and Funding Change

Dear Betty Keadle:

At its May 3, 2023, meeting, the West Virginia Infrastructure & Jobs Development Council (Council) approved a change in cost and funding for the above-named project (Project). Specifically, the approved revisions are as follows:

CWSRF Principal Forgiveness Loan	\$2,000,000
OSG (Overflow and Storm water) Grant	\$853,000
CDS Grant	\$400,000
CDS Match	\$100,000
IJDC Grant	\$1,000,000

Total estimated project cost is \$ \$4,353,000.

If the Sponsor has any questions regarding this letter, please contact the undersigned at (304) 414-6501 (X106).

Sincerely,

Wayne D. Morgan
Executive Director

cc: Marie Prezioso, WDA
Kathy Emery, CWSRF

TOWN OF ROMNEY
FUNDING ASSISTANCE, SERIES 2024 A
(WEST VIRGINIA SRF PROGRAM)

RECEIPT FOR FUNDING ASSISTANCE PROCEEDS

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

On the 27th day of June, 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 June 27, 2024, of the \$146,859.55, being a portion of the \$2,000,000 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 27th day of June, 2024.

TOWN OF ROMNEY



Mayor



Chase Tower, 17th Floor

Writer's Contact Information

P.O. Box 1588

Charleston, WV 25326-1588

(304) 353-8000 (304) 933-8704 Fax

www.steptoe-johnson.com

June 27, 2024

Town of Romney
Romney, 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 Romney (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 June 27, 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 costs of certain improvements and extensions to the existing public sewerage system of the Local Government (the "Project"); and (ii) paying certain issuance and other costs in connection therewith.

We have also examined the applicable provisions of Chapter 16, Article 13 and Chapter 22C, Article 2 of the Code of West Virginia, 1931, as amended (the "Local Statute"), and the ordinance duly enacted by the Local Government on June 10, 2024 as supplemented by Supplemental Resolution adopted June 10, 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. 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,

Stephoe & Johnson PLLC

STEPTOE & JOHNSON PLLC

KEATON, FRAZER, MILLESON & DANTE, PLLC
ATTORNEYS AT LAW
56 EAST MAIN STREET
ROMNEY, WEST VIRGINIA 26757

WILLIAM C. KEATON
JULIE A. FRAZER
W. JOSEPH MILLESON, JR.
HOLLY E. DANTE
WILLIAM H. ANSEL, JR. (1914-1988)

304.822.4187
FAX 304.822.7871
hdante@frontiernet.net

June 27, 2024

Town of Romney
Funding Assistance, Series 2024 A
(West Virginia SRF Program)

Town of Romney
Romney, 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 the Town of Romney in Hampshire County, West Virginia (the "Local Government"). As such counsel, we have examined copies of the approving opinion of Steptoe & Johnson PLLC, as funding assistance counsel, a Funding Assistance Agreement, dated June 27, 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 June 10, 2024, as supplemented by a Supplemental Resolution duly adopted by the Local Government on June 10, 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.

We are 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.

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 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, the Local Act, the acquisition and construction of the Project or the operation of the System.

7. We 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. We 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 our review of the contracts, the surety bonds and the policies or other evidence of insurance coverage in connection with the Project, we 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,



William C. Keaton,
Attorney at Law

Town of Romney
Funding Assistance, Series 2024 A
(West Virginia SRF Program)

CERTIFICATE OF ENGINEER

I, Daniel Ferrell, Registered Professional Engineer, West Virginia License No. 013462, of The Thrasher Group, Inc., Charleston, West Virginia, hereby certify this 27th day of June, 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 Romney (the "Local Government"), to be constructed in Hampshire 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 June 10, 2024, as supplemented by the Supplemental Resolution of the Local Government adopted June 10, 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 June 27, 2024 (the "Funding Assistance Agreement").

2. The Bonds are being issued (i) to pay a portion of the costs of acquisition and construction of the Project; and (ii) 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 William C. Keaton, 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 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; (xi) the net proceeds of the Bonds, 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 (xii) 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.

THE THRASHER GROUP, INC.

(SEAL)



A handwritten signature in blue ink, appearing to read "D. Ferrell", written over a horizontal line.

Daniel Ferrell, P.E.
West Virginia License No. 013462

DRAFT POST BID SCHEDULE B
Romney Sewer Improvement Project
IJDC PROJECT 2020S-1880

5/10/2024

A. COST OF PROJECT	TOTAL	SRF Principal Forgiveness	IJDC Grant	Overflow and Stormwater Grant	Congressional Spending Grant	CDS Match
	4,259,800.00	2,000,000.00	906,800.00	853,000.00	400,000.00	100,000.00
1 Construction						
a Construction	3,106,000.00	1,753,000.00	0.00	853,000.00	400,000.00	100,000.00
b. Proposed Change Order #1 (Bid Undermin)	90,000.00	10,051.00	79,949.00	0.00	0.00	0.00
2 Construction Contingency 5.00%	155,300.00	0.00	155,300.00	0.00	0.00	0.00
3 Legal						
a. Project Attorney	50,000.00	0.00	50,000.00	0.00	0.00	0.00
b. PSC Attorney	40,000.00	30,799.00	9,201.00	0.00	0.00	0.00
4 Accountant	30,000.00	30,000.00	0.00	0.00	0.00	0.00
5 Technical Services - Thrasher						
a Study and Report	30,000.00	0.00	30,000.00	0.00	0.00	0.00
b. Preliminary Design	162,000.00	67,000.00	95,000.00	0.00	0.00	0.00
c Final Design	110,000.00	21,650.00	88,350.00	0.00	0.00	0.00
d Bidding and Negotiation	15,000.00	0.00	15,000.00	0.00	0.00	0.00
e Eng During Construction	30,000.00	0.00	30,000.00	0.00	0.00	0.00
f Resident Project Representative	110,000.00	0.00	110,000.00	0.00	0.00	0.00
g. Post Construction	5,000.00	0.00	5,000.00	0.00	0.00	0.00
h. Special Services						
Facility Plan Amendment	12,000.00	0.00	12,000.00	0.00	0.00	0.00
Lands Surveys & Easement Prep	7,500.00	0.00	7,500.00	0.00	0.00	0.00
Eng. Surveys and Topo	12,500.00	0.00	12,500.00	0.00	0.00	0.00
Preparation of Funding Application	7,500.00	0.00	7,500.00	0.00	0.00	0.00
Aerial Mapping	10,000.00	0.00	10,000.00	0.00	0.00	0.00
I & I Investigation	10,000.00	0.00	10,000.00	0.00	0.00	0.00
NPDES Permitting	7,500.00	0.00	7,500.00	0.00	0.00	0.00
Construction Stakeout	10,000.00	0.00	10,000.00	0.00	0.00	0.00
Asset Management Plan	40,000.00	0.00	40,000.00	0.00	0.00	0.00
Pre-Construction Video	10,000.00	0.00	10,000.00	0.00	0.00	0.00
Project Meetings (Engineering Amendment #5)	5,000.00	0.00	5,000.00	0.00	0.00	0.00
Administrative Support (Engineering Amendment #5)	10,000.00	0.00	10,000.00	0.00	0.00	0.00
PSC/Rate Case (Engineering Amendment #5)	5,000.00	0.00	5,000.00	0.00	0.00	0.00
Phase III Sewer Project Planning (Engineering Amendment #5)	30,000.00	0.00	30,000.00	0.00	0.00	0.00
6 Administration						
a Project Administrator (Region VII)	80,000.00	80,000.00	0.00	0.00	0.00	0.00
b Other Admin	2,000.00	0.00	2,000.00	0.00	0.00	0.00
7 Lands						
a Easements	15,000.00	0.00	15,000.00	0.00	0.00	0.00
b Lands & ROW's (Engineering Amendment #5)	15,000.00	0.00	15,000.00	0.00	0.00	0.00
8 Permits	30,000.00	0.00	30,000.00	0.00	0.00	0.00
9 Project Contingency	0.00	0.00	0.00	0.00	0.00	0.00
11 Sub Total line 1 thru 10	4,252,300.00	1,992,600.00	906,800.00	853,000.00	400,000.00	100,000.00
B. Cost of Financing						
12 Interim Financing	0.00	0.00	0.00	0.00	0.00	0.00
13 Capitalized Interest	0.00	0.00	0.00	0.00	0.00	0.00
14 Registrar Fees	0.00	0.00	0.00	0.00	0.00	0.00
15 Bond Counsel	7,500.00	7,500.00	0.00	0.00	0.00	0.00
16 Sub Total Cost of Financing	7,500.00	7,500.00	0.00	0.00	0.00	0.00
17 Total Cost of Project (Line 10+ Line 16)	4,259,800.00	2,000,000.00	906,800.00	853,000.00	400,000.00	100,000.00
C. SOURCES OF OTHER FUNDS						
18 SRF Forgivable Loan	2,000,000.00	2,000,000.00	0.00	0.00	0.00	0.00
19 State Grant (IJDC)(WDA)	906,800.00	0.00	906,800.00	0.00	0.00	0.00
20 Federal Grant (OSG)/Cong Spending	1,353,000.00	0.00	0.00	853,000.00	400,000.00	100,000.00
21 Total Grants	4,259,800.00	2,000,000.00	906,800.00	853,000.00	400,000.00	100,000.00
22 Total Bond Issue	0.00	0.00	0.00	0.00	0.00	0.00

Beverly Keadle, Mayor
Town of Romney

Daniel E. Fickett, P.E.
The Thrasher Group, Inc.

6-10-24
Date

6-12/2024
Date



June 27, 2024

CPA Certificate

TOWN OF ROMNEY

FUNDING ASSISTANCE, SERIES 2024 A
(West Virginia DEP-CWSRF)

WVIJDC No. **2020S-1880**

Town of Romney
Romney, West Virginia

Steptoe & Johnson PLLC
Charleston, West Virginia

West Virginia Department of
Environmental Protection
Charleston, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

RE: CPA CERTIFICATE
Sewer System Improvements Project (1880)

Ladies and Gentlemen:

Based upon the rates and charges set forth in the unappealable sewer rate ordinance of the Town of Romney (the "Local Government"), enacted May 8, 2023 and projected operation and maintenance expenses and anticipated customer usage as furnished to us by The Thrasher Group, 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 Local Government's:

- (i) Sewer Revenue Bonds, Series 2006 A (West Virginia Infrastructure Fund), dated August 8, 2006, issued in the original aggregate principal amount of \$2,880,000 (the "Series 2006 A Bonds");
- (ii) Sewer Revenue Bonds, Series 2014 A (West Virginia SRF Program), dated February 13, 2014, issued in the original aggregate principal amount of \$3,600,000 (the "Series 2014 A Bonds");

Michael D. Griffith, CPA, AFI
Michael@Griffith.CPA

950 Little Coal River Road Alum Creek, WV 25003
Phone: (304) 756.3600 Facsimile: (304) 756.2911

Town of Romney: Sewer Improvements Project (1880) - CPA Certificate

June 27, 2024

Page 2 of 2

(iii) Sewer Revenue Bonds, Series 2014 C (West Virginia Infrastructure Fund), dated February 13, 2014, issued the original aggregate principal amount of \$2,203,768 (the "Series 2014 C Bonds");

(iv) Sewer Refunding Revenue Bonds, Series 2017 A, dated February 22, 2017, issued in the original aggregate principal amount of \$363,000 (the "Series 2017 A Bonds"); and

(v) Sewer Revenue Bonds, Series 2019 A (West Virginia SRF Program), dated May 30, 2019, issued the original aggregate principal amount of \$773,256 (the "Series 2019 A Bonds"); (collectively, the "Prior Bonds").

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

(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 in the upcoming Fiscal Year 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 in the upcoming Fiscal Year to make the required deposits in the Working Capital Reserve Account.

Very truly yours,

A handwritten signature in black ink that reads "Michael D. Griffith, CPA". The signature is fluid and cursive, with the letters "M", "D", and "G" being particularly prominent.

MICHAEL D. GRIFFITH, CPA, AFI
GRIFFITH & ASSOCIATES PLLC

MDG/s

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

900 Pennsylvania Avenue, Suite 1117, Charleston, WV 25302

Phone:(304) 558-3971

FAX: (304) 558-1280

mbc.wv.gov

Date of Report: _____

6/27/2024ISSUE: Town of RomneyFunding Assistance, 2024 A (West Virginia SRF Program)ADDRESS: 340 E. Main Street, Romney, WV 26757COUNTY: HampshirePURPOSE OF ISSUE: x New Money
 Refunding

Refunding issue(s) dated: _____

ISSUE DATE: June 27, 2024RATE: 0% ADMIN FEE: NAISSUE AMOUNT: \$ 2,000,000.001st DEBT SERVICE DUE: NA1st PRINCIPAL DUE: NA1st DEBT SERVICE AMOUNT: NAPAYING AGENT: NABOND COUNSEL: Steptoe & Johnson PLLCUNDERWRITERS COUNSEL: Jackson Kelly PLLCContact Name: John StumpContact Name: Samme GeePhone: 304.353.8196Phone: 304.340.1318Email: john.stump@steptoe-johnson.comEmail: sgee@JacksonKelly.com

CLOSING BANK: _____

ESCROW TRUSTEE: _____

Contact Name: _____

Contact Name: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

KNOWLEDGEABLE ISSUER CONTACT:

OTHER: WV DEPContact Name: Beverly C. KeadleContact Name: John GiroirTitle: MayorTitle: Acting ManagerPhone: 304.822.5118 x 104Phone: 304.926.0499 ext 1603Email: bkeadle@townofromney.orgEmail: john.giroir@wv.gov

DEPOSITS TO MBC AT CLOSE: _____

Accrued Interest: _____

By: Wire _____

Capitalized Interest: _____

Check _____

Reserve Account: _____

In-house Transfer _____

Other: _____

REFUNDS & TRANSFERS BY MBC AT CLOSE:

To Escrow Trustee: _____

By: Wire _____

To Issuer: _____

Check _____

To Cons.Invest Fund: _____

IGT _____

To Other: _____

ISSUER NUMBERS:

BANK ID NUMBER: _____

CUSIP: _____

ACCOUNT NUMBER: _____

PROGRAM NUMBER: _____

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

FOR MUNIICIPAL BOND COMMISSION USE ONLY:

Documents Required: _____ Transfers Required: _____

GRANT AGREEMENT
(2020S-1880)

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 ROMNEY (the "Governmental Agency").

R E C I T A L S

WHEREAS, the Council has authorized the Authority to make a grant to the Governmental Agency in the amount not to exceed \$906,800 (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:

T E R M S

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 June 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]

IC-2
(04/24)

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 ROMNEY

By: 
Its: Mayor
Date: June 27, 2024

(SEAL)

Attest:


Its: Recorder

WEST VIRGINIA WATER
DEVELOPMENT AUTHORITY

By: 
Its: Executive Director
Date: June 27, 2024

(SEAL)

Attest:


Its: Authorized Officer

Exhibit A

Project Description (IJDC 2020S-1880)

The Project consists of the acquisition and construction of sanitary system improvement project encompassing in the removal and replacement of approximately 9,530 LF of exiting gravity collection system, with associated manholes, service re-connections and road repairs, installation of third pump within an existing lift station to independently handle high storm flows, replacement of the existing lift station trailer mounted backup generator and installation of new 12" & 24" valves on the existing sanitary lines and other necessary appurtenances at the WWTP to enable storage and control of high sanitary flows.

Number of Proposed New Customers to Be Served: -0-
Location: Town of Romney, Hampshire County

Governmental Agency:	Town of Romney
Address:	340 E. Main Street, Romney, WV 26757
Grant Amount:	Up to \$906,800
Fiscal Year:	July 1 – June 30
FEIN:	55-6000243

Exhibit B

[TO BE PLACED ON LETTERHEAD]

Wiring Instructions

**TOWN OF ROMNEY
2020S-1880**

Payor:	West Virginia Infrastructure & Jobs Development Council
Source:	Grant Proceeds
Amount:	\$ _____
Date:	_____
Form:	Electronic Funds Transfer
Payee:	Town of Romney 340 E. Main Street, Romney, WV 26757
Contact Name:	_____
Telephone:	(304) _____
Bank Name:	FNB Bank, Inc.
Bank Street Address:	105 North High Street, Romney, WV 26757
Bank Contact:	Paula Tingler
Telephone:	(304) 822-8722
ABA:	052201938
Account #:	75-59982
Account Name:	Town of Romney Sewer Improvement Project

**SEWER OVERFLOW AND STORMWATER REUSE MUNICIPAL GRANT
PROGRAM GRANT AGREEMENT FOR FUNDING FROM THE WEST VIRGINIA
OSG PROGRAM BETWEEN WEST VIRGINIA DEPARTMENT OF
ENVIRONMENTAL PROTECTION AND
TOWN OF ROMNEY
(C-544656 / 2020S-1880)**

THIS GRANT AGREEMENT (this “Agreement”) is made this 27th day of June, 2024, between the WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (the “DEP”) and the TOWN OF ROMNEY the “Grantee”), a municipality and political subdivision organized and existing under the laws of the State of West Virginia.

In accordance with the federal Clean Water Act, as amended by federal Appropriation or Authorization Acts (collectively, “Federal Law”), the U.S. Environmental Protection Agency (the “EPA”) awarded a grant from the Sewer Overflow and Stormwater Reuse Municipal Grant Program (“OSG”) to the DEP, such grant to be administered through the West Virginia Water Pollution Control Revolving Fund Program (the “CWSRF Program”) established under Chapter 22C, Article 2 (the “Act”) of the Code of West Virginia, 1931, as amended (the “Code”), as an EPA subgrant, a portion of such grant to be used by the DEP to provide grants to eligible sub-recipients (the “Subaward”).

Pursuant to America’s Water Infrastructure Act (AWIA) of 2018, Section 221 of the Clean Water Act was amended to reauthorize appropriations for the OSG Program which is intended to address local government infrastructure needs for combined sewer overflows (CSOs), sanitary sewer overflows (SSOs), water reuse, and stormwater management. The DEP will use the awarded funds (the “Fund”) to make sub-awards to eligible entities for eligible projects.

The Grantee has been approved by the DEP to receive a Subaward from the Fund subject to the terms and conditions herein to finance the cost of the Eligible Project, which consists of the design and construction of infrastructure to address CSOs, SSOs, water reuse or stormwater management, or other infrastructure as described herein. The Grantee will use the Subaward to finance that portion of the Eligible Project Costs not being paid for from other sources as set forth in the Total Project Budget in Exhibit A to this Agreement. Such other sources may include, but are not limited to, the CWSRF Program.

The Grantee will use the Subaward to assist in the financing of a project to remove and replace approximately 9,000 LF of existing gravity collection system, with associated manholes, service re-connections and road repairs, installation of third pump within an existing lift station to independently handle high storm flows, replacement of the existing lift station trailer mounted backup generator and installation of new 12" & 24" valves on the existing sanitary lines and other necessary appurtenances at the WWTP (the “Project”). The Project will enable storage and control of high sanitary flows and will eliminate sanitary sewer overflow events.

The DEP has determined that the making of a grant to the Grantee for the purpose of assisting in the financing of the Project, on the terms and conditions hereinafter set forth, is

necessary and desirable in the public interest and will further the purposes of Federal Law and the Act.

As a result, the DEP, through the CWSRF Program, is providing financial assistance in the form of the Subaward to the Grantee for the Project in an amount of up to \$853,000.

In consideration of the foregoing and the mutual promises and covenants contained herein, the DEP and the Grantee hereby agree as follows:

SECTION 1. OBLIGATIONS OF GRANTEE FOR THE PROJECT

- 1.1 The Grantee has all requisite power and authority and all necessary licenses and permits required as of the date hereof to own and operate the Project, to enter into this Agreement and to carry out and consummate all transactions contemplated by this Agreement.
- 1.2 The Grantee agrees to use these funds for eligible project costs only and agrees that these costs are necessary, reasonable and allocable.
- 1.3 The Grantee acknowledges that this grant is subject to, and agrees to comply with all requirements applicable to the Project including the requirements set forth in the Clean Water Act, as amended by federal Appropriation or Authorization Acts, as may be further amended from time to time, all applicable federal statutes, regulations, rules, orders, and procedural guidance issued by EPA, the Act, and any guidance or regulations promulgated thereunder.
- 1.4 The Grantee agrees to successfully complete the project by the completion date of October 1, 2025, unless an extension is granted by the DEP.
- 1.5 The Bipartisan Infrastructure Law of 2021, also known as the Infrastructure Investment and Jobs Act of 2021 ("IIJA"), established the Build America Buy America (BABA) Act domestic sourcing requirements for federal financial assistance programs for infrastructure, including the Program, and the Grantee must comply with the BABA provision. BABA also expanded the requirement that all of the iron and steel products used in the Project are produced in the United States to include construction materials and manufactured goods for domestic preference and sourcing requirements. The Grantee agrees to comply with all federal requirements applicable to the grant funds received (including those imposed by IIJA, Public Law No. 117-58) which the Grantee understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless (i) the Grantee has requested and obtained a waiver from the DEP pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) the DEP has otherwise advised the Grantee in writing that the Build America, Buy America Requirements are not applicable to the Project.
- 1.6 The Grantee shall comply with the CWSRF's Davis-Bacon Wage Rate Act Requirement as provided by the DEP. The Grantee agrees that all contractors or subcontractors utilized

by the Grantee in the Project will complete and file the U.S. Department of Labor's payroll form WH-347.

All laborers and mechanics employed by contractors and subcontractors on the Project shall 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 in accordance with Subchapter IV of Chapter 31 Title 40, United States Code. As required by Section 3.11 of Part 3 of Subtitle A of Title 29 of the Code of Federal Regulations, all contracts made with respect to the construction, prosecution, completion, or repair of the Project shall expressly bind the contractor or subcontractor to comply with such of the regulations in such Part 3 as may be applicable. The Grantee shall insert in full in any contract that is entered into for the actual construction, alteration or repair of the Project the clauses set forth in section 513 of the Federal Water Pollution Control Act (33 U.S.C. 1372), which shall apply to the construction of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund as authorized by title VI of that Act (33 U.S.C. 1381 et seq.), or with assistance made available under section 205(m) of that Act (33 U.S.C. 1285(m)) or both.

- 1.7 The Grantee agrees to comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the DEP, such as performance indicators of program deliverables and information on costs and project progress. The Grantee 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 applicable legal requirements and this Agreement may result in a default hereunder that may result in remedial actions. The Grantee agrees that all record keeping and reporting requirements shall be made in accordance with generally accepted accounting principles, consistently applied. The Grantee shall comply with the audit and reporting requirements of Chapter 12, Article 14, Section 1 of the Code.
- 1.8 The Grantee shall comply in all respects with all applicable federal laws, regulations and other requirements related to or arising out of or in connection with the Project and the funding thereto by the Program and the Federal OSG grant agreement the Grantee previously completed. The Grantee shall also comply in all respects with the Federal Single Audit Act, 2 CFR 200 Subpart F, as a sub-recipient of Federal funds.
- 1.9 The Grantee, as a sub-recipient of OSG grant funds, agrees that when collecting and managing environmental data under this Agreement, it will protect the data by following all applicable State law cybersecurity requirements, if the Grantee's network or information system is connected to the EPA networks to transfer data to the EPA using systems other than the Environmental Information Exchange Network or the EPA's Central Data Exchange.
- 1.10 The Grantee hereby represents that it has met or will meet the cost share funds requirement, as a sub-recipient of OSG grant funds, in the amount of \$213,250, with a grant from the West Virginia Water Development Authority on behalf of the West Virginia Infrastructure and Jobs Development Council.

- 1.11 The Grantee, when reasonably requested, agrees to assist the DEP in its reporting requirements and compliance with EPA administrative conditions with regards to the DEP's oversight of the OSG Program.
- 1.12 The Grantee agrees to comply with Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.
- 1.13 The Grantee agrees to comply with the United States Department of Labor's Equal Employment Opportunity laws.
- 1.14 The Grantee shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." Grantees and sub grantees, including the Grantee, shall refer to the "List of Parties Excluded From Federal Procurement and Non Procurement Programs" to insure that a contractor or subcontractors are not on this list. A search for exclusion records can be made at the official US Government System for Award Management website at <https://www.sam.gov>. For assistance visit the Federal Service Desk online at www.fsd.gov or by calling (866) 606-8220.
- 1.15 The Grantee agrees to comply with the requirements of the EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33. The Grantee further agrees to comply with 40 CFR Part 33 and make good-faith efforts to utilize Minority and Women Business Enterprises (MBE/WBE) in all procurements, and require prime contractors and firms to do the same, consistent with the EPA's DBE Program procedures.
- 1.16 The Grantee agrees to comply with the requirements of the Federal Funding Accountability and Transparency Act.
- 1.17 The Grantee agrees to comply with the Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment located in 2 CFR 200.216, as such regulation relates to the Project. The Grantee agrees that none of the grant funds shall be used to procure, enter into, extend or renew contracts or obtain equipment, services or systems that use "covered telecommunications equipment or services," as identified in the regulation, as a substantial or essential component of any system, or as critical technology as part of any system.
- 1.18 The Grantee agrees to disclose in writing to the DEP all pending litigation, and any conflict of interest related to the financing of the Project.
- 1.19 The Grantee agrees to comply with all other terms and conditions related to construction of the Project as outlined and addressed in the bid documents related to the Project and as reviewed by the DEP.

- 1.20 This Agreement has been duly authorized and approved by the governing body of the Grantee and executed by an official of the Grantee and constitutes the legal, valid and binding obligation of the Grantee enforceable against the Grantee in accordance with the terms of this Agreement.
- 1.21 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 DEP for instructions on how to handle the disposition and/or any proceeds of a sale. The Grantee shall reimburse the DEP any amounts determined by the DEP.

SECTION 2. OBLIGATIONS OF THE DEP

- 2.1 The DEP agrees to assist the Grantee with all reporting requirements and conditions that must be met by the Grantee as a sub-recipient of OSG grant funds.
- 2.2 The DEP hereby supplies the Grantee the DEP's Davis-Bacon Wage Rate Act Requirement.
- 2.3 The DEP and its duly authorized representatives and agents shall have such reasonable rights of access to the Project as may be necessary to determine whether the Grantee is in compliance with the requirements of this Agreement and shall have the right at all reasonable times and upon reasonable prior notice to the Grantee to examine and copy the books and records of the Grantee insofar as such books and records relate to the Project.

SECTION 3. GENERAL CONDITIONS

- 3.1 The financial assistance provided for under this Agreement is subject to availability of OSG grant funds from the EPA and is contingent upon approval by the EPA and the DEP.
- 3.2 The financial assistance provided for under this Agreement is limited to eligible project costs, as determined by the DEP in its sole discretion, not to exceed the amount identified in this Agreement.
- 3.3 The DEP reserves the right to terminate this Agreement without penalty for failure to comply with any of the terms of this Agreement or failure to comply with any of the terms of the conditions of an OSG grant award.
- 3.4 This Agreement shall be effective upon its execution and delivery by the Grantee and the DEP.

[remainder of this page intentionally left blank]

SRF-OSG
(06/24)

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be executed and delivered as of the date first written above.

TOWN OF ROMNEY

(SEAL)

By: 
Its: Mayor
Date: June 27, 2024

Attest:


Its: Recorder

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

By: 
Its: Director
Date: June 27, 2024

**EXHIBIT A
TOTAL PROJECT BUDGET**

Grantee: Town of Romney C-544656 2020S-1880

OSG Subaward No.: _____

The following budget reflects the estimated costs associated with eligible cost categories of the project.

Note: The budget table may be revised to include other non-OSG funding sources, if applicable.

Project Category	Total Project Cost	Non-OSG Funding Source	OSG Funding Source
Basic Engineering Fees			
Construction			
Project Inspection			
Construction Administration			
Legal/Administrative			
Construction Contingency			
Electrical/SCADA			
Total			

Notes:

1. Only those eligible costs falling within the Budget Period set forth in Section 4.6 will be eligible for reimbursement through this Subaward.
2. The amount listed in the Non-OSG Funding Source column above is sourced in a loan issued through the CWSRF Program.