DRINKING WATER TREATMENT REVOLVING FUND (DWTRF)

LOAN PROGRAM PROJECT MANUAL

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Infrastructure & Capacity Development
Environmental Engineering Division
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Fax:  304-558-0691
DWTRF LOAN MANUAL

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<th>102</th>
</tr>
</thead>
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<td>110</td>
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</tr>
<tr>
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<td>115</td>
</tr>
</tbody>
</table>
Drinking Water Treatment Revolving Fund (DWTRF)
Administered by the
West Virginia Department of Health & Human Resources
Bureau for Public Health

Step 1
Project sponsor has submitted an application to the Infrastructure and Jobs Development Council (IJDC) for review and the application has been approved.

Step 2
Project sponsor submits DWTRF application to Bureau for Public Health (BPH).

Step 3
Projects scored by DWTRF criteria and ranked by BPH staff. DWTRF Project Priority List (PPL) is developed (compiled).

Step 4
DWTRF Priority List finalized and published.

Step 5
Funding offered in order of highest ranked projects on the PPL that is ready to proceed.

Step 6
Scheduling meeting held with all parties involved with project. Binding Commitment developed for project including proposed schedule.

Step 7
Environmental Review information is submitted, developed and issued.

Step 8
Pre Bid Checklist Completed – Project is approved to advertise for construction. (PSC process ongoing)

Step 9
Bids are evaluated, project funding is reviewed, additional funding need is determined, project is approved.

Step 10
Pre Loan Closing Checklist Completed – Loan is closed and project sponsor can enter into contract with contractor.

Step 11
Construction is initiated. Invoices are received and payments are made. Site inspections are performed. Construction is completed. System begins making payments.

June 23, 2008
Drinking Water Treatment Revolving Fund (DWTRF) Loan Application Work Process

Following is the application form for water system requests to get on our Project Priority List (PPL) to be eligible for a DWTRF loan. DWTRF loans are available disadvantaged and non-disadvantaged water systems. Disadvantaged water systems are those systems whose customers are paying at least 1.5% of the medium household income (MHI) for their town, city, or county (whichever applies) based on 4,000 gallons per month. The disadvantaged rate is 0.5% for 30 years. Non-disadvantaged water systems are those whose customers are paying less than 1.5% MHI. The non-disadvantaged rate is 2.5% for 20 years. A 0.5% administrative fee is applied to both types of loans. Principal forgiveness has limited availability and varies from year to year. Principal forgiveness is generally reserved for those water systems whose rates approach 2% MHI or more.

Typical DWTRF projects include water treatment plant upgrades, distribution and storage upgrades, and extensions of existing systems. Projects solely for economic growth or projects solely for fire protection are not eligible for DWTRF assistance.

If a water system would like to use DWTRF funds, it must first send an application to IJDC requesting a DWTRF loan and then be approved to pursue the proposed funding. It can then apply to DWTRF to be put on the PPL. The application submittal places your project on our PPL and does not commit you or the Bureau for Public Health to a DWTRF loan. The PPL will be prioritized according to our standards on health and compliance. Then, depending on the project’s readiness to proceed, a binding letter of commitment would be issued. We then would expect the project to close the loan within a year.
Dear Mr. DeCrease,

Our water system is interested in securing DWTRF loan money for the drinking water project described below. Please consider this project for your Project Priority List and a DWTRF loan.

Water system name

IJDC project number

Water project name

Total project cost $______________

DWTRF amount requested $______________

________________________
Signature

________________________
Printed Name

________________________
Title

________________________
Date
**Priority Ranking Worksheet**

**System Name:**

**Project Title:**

---

**Mark an X by any/all that describe your systems specific issues.**

### Acute health hazards such as:

- [ ] Nitrate or nitrite MCL exceedance
- [ ] Turbidity or microbiological exceedance
- [ ] No filtration for surface water plants
- [ ] No disinfection for water system
- [ ] Water outages lasting 1 week or longer

### Chronic health hazards such as:

- [ ] Lead or Copper MCL exceedance
- [ ] Turbidity or microbiological exceedance
- [ ] Primary organic or radiological MCL exceedance
- [ ] New/revised treatment technologies
- [ ] Water outages lasting several days up to 1 week

### Periodic health hazards such as:

- [ ] Low chlorine residual concentration
- [ ] Occasional primary MCL exceedance
- [ ] Water outages lasting 1 day to several days
- [ ] Bringing facilities up to current design standards

### Potential health hazards such as:

- [ ] Poor water quality or limited quantity
- [ ] New source to augment existing sources
- [ ] Install/upgrade waste disposal facilities

### Regulatory compliance such as:

- [ ] Administrative orders, agreements, statutes, or regulatory deadlines
- [ ] Sanitary survey recommendations, NPDES permits, new regulations, or design standards
- [ ] Future proposed regulations
- [ ] Extensions with documented cases of fecal coliform

### Needed system improvements such as:

- [ ] Obsolete, undersized, malfunctioning, or leaking equipment or lines
- [ ] Poor aesthetic quality of water (e.g. iron, manganese, taste, & odor)

### Other:

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## DWTRF - Ready to Proceed Checklist:

Instructions: Please complete and return this form as soon as possible to:

Robert W. DeCrease, P.E.
350 Capitol Street, Room 313.
Charleston, WV 25301-3713
Phone: (304)356-4301 Fax:(304)558-0691
Email: robert.w.decrease@wv.gov

<table>
<thead>
<tr>
<th>Date:</th>
<th>Applicant:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person:</td>
<td>Project Name:</td>
</tr>
<tr>
<td>Company/Organization:</td>
<td>IJDC Number:</td>
</tr>
<tr>
<td>Contact Phone Number:</td>
<td>County:</td>
</tr>
<tr>
<td>Contact E-Mail:</td>
<td></td>
</tr>
</tbody>
</table>

Check the appropriate answer for each item:

<table>
<thead>
<tr>
<th>Complete</th>
<th>Incomplete</th>
<th>Not Applicable</th>
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<tbody>
<tr>
<td></td>
<td>IJDC review and approval (Attach IJDC approval letter)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Capacity Development Assessment (BPH files contain report)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>FONSI or CE issued by Health Department (Attach cover letter)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Preliminary Title Opinion (Attach if complete)</td>
<td></td>
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<tr>
<td></td>
<td>Final Title Opinion (Attach if complete)</td>
<td></td>
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<td></td>
<td>Health Department Permit (Attach if complete)</td>
<td></td>
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<tr>
<td></td>
<td>Design Status: Percent Complete</td>
<td></td>
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<tr>
<td></td>
<td>80% of User Agreements (Attach listing of all users and status of agreement)</td>
<td></td>
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<td></td>
<td>Other Committed Funds (Attach Commitment letters)</td>
<td></td>
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<thead>
<tr>
<th>List Sources and Amounts:</th>
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<tbody>
<tr>
<td>1</td>
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<td>2</td>
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<td>3</td>
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</table>

Rule 42 covering the project costs (Attach CPA cover letter for Rule 42)

Rate Ordinance / 19A Rate Case (Attach ordinance, PSC final order, or CPA cert.)

PSD Boundary Adjustment (Attach authorization letter from County Commission)

Contract Bids advertised (Send copy of advertisement). If not, when are bids planned to be advertised: ________________

Contract Bids in hand (Send copy of bid tabs). If not, when will bids planned to be in hand: ______________________
Intended Use Plan (IUP)

The Bureau for Public Health (BPH) will prepare an annual DWSRF IUP. Each IUP will describe how BPH intends to use the Drinking Water State Revolving Fund program funds to support the overall goals of the programs, as outlined in 40 CFR § 35.3555. In those years in which BPH submits a capitalization grant application, EPA must receive the IUP prior to the award of the capitalization grant. BPH will prepare an annual DWSRF IUP as long as the DWSRF funds or the DWSRF set-aside accounts remain in operation. The IUP will conform to the State annual funding cycle adopted by BPH for the DWSRF program.

BPH will seek public review and comment during the development of the IUP. BPH combines the public review and comment period for DWSRF and set-asides because all IUPs follow the same annual funding cycle. If BPH prepares separate DWSRF IUPs (one for DWSRF monies and one for DWSRF set-aside monies), BPH will seek public review and comment during the development of each IUP.

BPH may amend the IUPs, including the project priority lists, during the year under provisions established in the IUP as long as additions or other substantive changes, except changes related to projects funded on an emergency basis, go through a public review process. BPH may change the use of funds from what was originally described in the IUP as long as substantive changes go through a public review process.

The BPH IUP’s can be viewed at the following website: [http://www.wvdhhr.org/oehs/eed/i&cd/Intended_Use.asp](http://www.wvdhhr.org/oehs/eed/i&cd/Intended_Use.asp)
## DWTRF Project Schedule

**Water System:** 

**County:** 

**Project Description:** 

**IJDC#** ____________  **DWTRF#** ____________  **Date:** ____________

<table>
<thead>
<tr>
<th>Action</th>
<th>Responsible Party</th>
<th>Scheduled Start</th>
<th>Scheduled Finish</th>
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<tbody>
<tr>
<td>1. Preapplication to IJDC</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2. Prepare &amp; Submit P&amp;S to BPH</td>
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<tr>
<td>3. Review Plans &amp; Specs</td>
<td>BPH</td>
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<tr>
<td>4. Prepare and Submit Permit Applications</td>
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<tr>
<td>5. Environmental Review</td>
<td>BPH</td>
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<tr>
<td>6. Right-of-ways, Easements (80%), Land Acquisition 100%</td>
<td>Attorney</td>
<td></td>
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<td>7. File Certificate w/ PSC</td>
<td>Attorney</td>
<td></td>
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<tr>
<td>8. Rule 42</td>
<td>Accountant</td>
<td></td>
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<tr>
<td>9. PSC Certificate Approval</td>
<td>Attorney</td>
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<tr>
<td>10. Authority to Advertise</td>
<td>BPH</td>
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<tr>
<td>11. Advertise for Bids</td>
<td></td>
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<td>12. Bid Opening</td>
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<td>13. Loan Closing</td>
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<tr>
<td>14. Project Construction</td>
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<tr>
<td>15. Loan repayment</td>
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<td>16. Other</td>
<td></td>
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<tr>
<td>Name/ Representing</td>
<td>Mailing Address</td>
<td>Phone No.</td>
<td>Fax No.</td>
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July 19, 2007

Mr. James Smith, Chairman
ZZZZZ Public Service District
Post Office Box 89
Your Town, West Virginia  29999

RE: Binding Commitment Letter
ZZZZZ  PSD
Project No. 2007W-100
06DWTRFA0XX
Nicholas County

Dear Mr. Smith:

The Bureau for Public Health (Bureau) provides this binding offer of a loan of approximately $2,000,000 for the ZZZZZ PSD’s proposed project that will upgrade the water treatment plant from 300 GPM to 500 GPM, construct a 500,000 gallon reservoir, construct a 100,000 gallon standpipe, paint an existing tank, and other miscellaneous improvements to the distribution system. The source of funds for the project will be a loan will be from the Drinking Water Treatment Revolving Fund (DWTRF) and a loan from the WV Infrastructure and Jobs Development Council. The DWTRF loan will be subject to the terms set forth on Schedule A attached hereto and incorporated herein by reference.

The final loan amount and terms will be established after the ZZZZZ PSD has received bids for the project. The loan agreement will be between the ZZZZZ PSD and the West Virginia Water Development Authority (Authority), who is the administrator of the DWTRF, acting on behalf of the Bureau for Public Health.

This loan commitment is also contingent upon the following:

a. ZZZZZ PSD submitting all documentation necessary for a formal Certificate of Convenience and Necessity to the Public Service Commission by March 31, 2008.

b. Bureau loan approval recommendation after completion of a Capacity Development Assessment.

If the ZZZZZ PSD becomes aware that it will not comply, they should immediately notify the Bureau of this fact and the circumstances which have caused this non-compliance.
If you have any questions regarding this loan commitment, please contact me at 304-356-4301.

Very truly yours,

Robert W. DeCrease, P.E., Manager
Infrastructure & Capacity Development
Environmental Engineering Division

NOTE: This letter is sent in triplicate. Please acknowledge receipt on two copies and immediately return to the DWTRF Manager, Bureau for Public Health, 350 Capitol St., Room 313, Charleston, WV 25301-3713.

ZZZZZ (Public Service District, Town, or City)

By: 

Title: 

Date: 
A. Project:
   XYZ PSD
   Nicholas County
   IJDC No: 2007W-300
   DWTRF No: 06DWTRFA0XX

B. Project Scope:
   Water Treatment Plant Upgrade from 300 GPM to 500 GPM
   Install 500,000 gallon reservoir; new 100,000 gallon standpipe
   Miscellaneous improvements to the distribution system

C. Drinking Water Treatment Revolving Fund:
   Loan: Approximate Amount: $2,000,000
   Terms: 0.5% + 0.5% administrative fee
   Maturity Date: 30 years
   Special Conditions (if any): None

D. Other Funding Sources:
   WVIJDC Loan (0%, 40 yrs) $1,000,000

   Project Total: $3,000,000

E. Proposed User Rates:
   Average: $38.94 per 4,000 gallons (1.8% MHI) (1.25% MHI is $27.70)
### Authority to Advertise for Bids

The Applicant shall obtain written permission from the Bureau for Public Health (BPH) to bid the project. The following documentation shall be submitted to the BPH prior to bidding the project:

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Infrastructure Council Approval:</td>
</tr>
<tr>
<td>2</td>
<td>Assurance that applicant will meet the Uniform Bidding Procedures of the Infrastructure &amp; Jobs Development Council:</td>
</tr>
<tr>
<td>3</td>
<td>Updated project costs and financing plan:</td>
</tr>
<tr>
<td>4</td>
<td>Capacity Development Assessment w/ funding recommendation</td>
</tr>
<tr>
<td>5</td>
<td>Copy of Engineering Agreement:</td>
</tr>
<tr>
<td>5a</td>
<td>Copy of PSC order approving engineering agreement (Only if PSD):</td>
</tr>
<tr>
<td>6</td>
<td>PSC Schedule for Certificate of Convenience &amp; Necessity:</td>
</tr>
<tr>
<td>6a</td>
<td>PSC Procedural Order issued:</td>
</tr>
<tr>
<td>6b</td>
<td>Administrative Law Judge Recommended Decision Due Date:</td>
</tr>
<tr>
<td>7</td>
<td>Copy of applicable permits from BPH. Permit #:</td>
</tr>
<tr>
<td>8</td>
<td>Evidence of other applicable permits:</td>
</tr>
<tr>
<td>8a</td>
<td>Division of Environmental Protection:</td>
</tr>
<tr>
<td>8b</td>
<td>Division of Highways:</td>
</tr>
<tr>
<td>8c</td>
<td>Corps of Engineers:</td>
</tr>
<tr>
<td>8d</td>
<td>Others:</td>
</tr>
<tr>
<td>9</td>
<td>Contractor Bid Documents:</td>
</tr>
<tr>
<td>9a</td>
<td>DWTRF Contractor Cross Cutter in each contract:</td>
</tr>
<tr>
<td>9b</td>
<td>Proposed Bid Advertisement Includes DBE &amp; non-segregated facilities wording:</td>
</tr>
<tr>
<td>9c</td>
<td>DWTRF Sign Specifications:</td>
</tr>
<tr>
<td>9d</td>
<td>EEO Compliance Certification:</td>
</tr>
<tr>
<td>9e</td>
<td>DBE Certification in each contract:</td>
</tr>
<tr>
<td>9f</td>
<td>Subcontractor DBE Forms: (EPA Form 6100-2, 3,4):</td>
</tr>
<tr>
<td>9g</td>
<td>Davis Bacon Certification and Wage Rate Certification:</td>
</tr>
<tr>
<td>9h</td>
<td>Drug Free Affidavit:</td>
</tr>
<tr>
<td>No.</td>
<td>Description</td>
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<td>-----</td>
<td>-------------</td>
</tr>
<tr>
<td>9i</td>
<td>Debarment Certification:</td>
</tr>
<tr>
<td>9j</td>
<td>Nondiscrimination and Non-Segregated Certification:</td>
</tr>
<tr>
<td>9k</td>
<td>Establish the basis for determining the low, responsive, responsible bidder:</td>
</tr>
<tr>
<td>9l</td>
<td>Use of &quot;Or Equals&quot; where appropriate:</td>
</tr>
<tr>
<td>9m</td>
<td>Checklist(s) defined for required documents in each bid envelope:</td>
</tr>
<tr>
<td>10</td>
<td>Eng'r certifies they will provide a O&amp;M Manual to Sponsor at 90% Completion:</td>
</tr>
<tr>
<td>11</td>
<td>Preliminary Title Opinion stating evidence that 80% of all necessary easements and rights-of-way have been obtained and 100% of land acquisitions are completed.</td>
</tr>
<tr>
<td>12</td>
<td>Project administration properly procured and contract agreement provided:</td>
</tr>
<tr>
<td>12a</td>
<td>Project local legal properly procured and contract agreement provided:</td>
</tr>
<tr>
<td>12b</td>
<td>Project PSC legal properly procured and contract agreement provided:</td>
</tr>
<tr>
<td>12c</td>
<td>Project accountant properly procured and contract agreement provided:</td>
</tr>
<tr>
<td>12d</td>
<td>Project bond counsel properly procured and contract agreement provided:</td>
</tr>
<tr>
<td>12e</td>
<td>Project Right-of-Way agent properly procured and contract agreement provided:</td>
</tr>
<tr>
<td>13</td>
<td>Davis Bacon Administrator Checklist completed:</td>
</tr>
<tr>
<td>13a</td>
<td>Engineer to send BPH copies of State and Federal Wage Rate Determinations when final version known:</td>
</tr>
<tr>
<td>14</td>
<td>If the project will serve more than one entity, an agreement between the entities:</td>
</tr>
<tr>
<td>15</td>
<td>If project will serve a municipality, evidence of adoption of a rate ordinance:</td>
</tr>
<tr>
<td>16</td>
<td>Environmental review complete and FONSICE issued:</td>
</tr>
<tr>
<td>17</td>
<td>If there is existing debt, evidence that the parity issues have been addressed:</td>
</tr>
<tr>
<td>18</td>
<td>Loan recipient DUNS Number (Form A-1000) and CCR registration:</td>
</tr>
<tr>
<td>19</td>
<td>Schedule B (contracts listed separately):</td>
</tr>
<tr>
<td>20</td>
<td>Signed Bond and Asset Management Requirements Checklist returned to BPH</td>
</tr>
<tr>
<td>21</td>
<td>Preliminary CPA Certification</td>
</tr>
<tr>
<td>22</td>
<td>Discuss Bank Account Requirements:</td>
</tr>
<tr>
<td>23</td>
<td>E-Vendor form submitted to WDA:</td>
</tr>
<tr>
<td>24</td>
<td>Verify that system has budgeted funds to cover set up of Asset Management Plan</td>
</tr>
<tr>
<td>25</td>
<td>Other Comments:</td>
</tr>
</tbody>
</table>

Bureau for Public Health Reviewer

Title

Date
ACKNOWLEDGMENT OF UNIFORM BIDDING PROCEDURES FOR PROJECTS RECOMMENDED BY THE WV INFRASTRUCTURE AND JOBS DEVELOPMENT COUNCIL

The following bidding procedures, effective June 5, 2003, must be followed on all public water and wastewater projects reviewed by the West Virginia Infrastructure and Jobs Development Council, regardless of the specific funding sources recommended:

1. The date, time and place that the bids will be received shall be included in the Advertisement for Bid.

2. The bids shall be read aloud at the time and place specified in the advertisement.

3. The Pre-Bid Meeting, when deemed necessary, is to be held at least 10 calendar days before the bid date.

4. The last addendum issued shall be received by contractors no fewer than five calendar days prior to the bid date.

5. Bid date will be extended if items 3 and 4 cannot be met.

6. Bid date will not follow a weekend or holiday unless absolutely necessary.

7. Bid openings should be in the afternoon, when possible.

8. Equipment should be pre-qualified by the Engineer, where feasible.

9. The following items must be submitted with the bid:
   a. EEO Certification: Only one is required for all agencies
   b. Acknowledgment of Receipt of Addenda
   c. Bid Bond
   d. Signed Bid
   e. Federal Requirements When They are Involved

10. Bidding Documents must include a Bid Form and a Measurement and Payment section. Each bid item must be adequately described including how it is to be paid and what is to be included.

We hereby certify that the above procedures will be followed to the best of our ability.

Utility: ________________________________ Date: ________________

Utility’s Agent/Engineer: ___________________________ Date: ________________
1.0 Introduction

1.1 An important planning level requirement of the DWTRF is that every project must undergo an Environmental Review (ER) before advertising for bids or loan closing can occur. All projects financed with DWTRF funds will be subject to the DWTRF State Environmental Review Procedure (SERP). The Environmental Review requirement is intended to ensure that projects funded through the program are environmentally sound and compatible with responsible stewardship of the environment.

1.2 There are three types or levels of Environmental Review in the program: 1. Categorical Exclusion, 2. Environmental Assessment, and 3. Environmental Impact Statement.

2.0 Exempt Activities

If the DWTRF assistance is solely for engineering costs, then it is exempt from further environmental review. This must be documented on the attached Request for Exemption from Environmental Review.

3.0 Categorical Exclusion

3.1 DWTRF recipients may request exclusion from Environmental Review if the project meets the conditions listed on the attached Categorical Exclusion Checklist. This checklist should be completed and submitted to the Bureau for Public Health Environmental Engineering Division.

3.2 If the Categorical Exclusion (CE) is concurred with, then the CE notice will be published in a state periodical and open for public comment. During this 30 day period project activities can continue to proceed. The CE will also be distributed to parties with known interest. An example ad would read:

It is the finding of the Town ABC, West Virginia that the activities proposed in its Drinking Water Treatment Revolving Fund application, to upgrade its water treatment plant, are excluded from the environmental review requirements because they are defined as categorically excluded activities as they consist of:

* give short description of work

These activities are for upgrades within the existing site of the works and will not result in more than a 25% increase to the existing service population.

3.3 If there are no comments on the CE, then no further Environmental Review is required.
3.4 If significant comments on the CE are submitted, then an Environmental Review must be completed for the project.

4.0 **Statutory Checklist**

4.1 All applications not granted a categorical exclusion require completion of the attached Statutory Checklist. The applicant is responsible to submit clearance agency approval letters.

4.2 Any Environmental Review not containing the Statutory Checklist with supporting documentation will be held by the Bureau for Public Health until all is received.

5.0 **Environmental Assessment**

5.1 The applicants must prepare an Environmental Assessment for each project. Environmental Assessments must provide sufficient data, information and analysis to determine whether an Environmental Impact Statement (EIS) or a Finding of No Significant Impact (FONSI) is required.

5.2 The Environmental Assessment must identify the purpose and need for the project as well as providing a brief description of its scope and site location maps.

5.3 The Environmental Assessment must address and consider both the direct and indirect environmental impacts of the selected alternative. Accordingly both adverse and beneficial impacts need to be identified, considered and the rationale for the chosen alternative outlined. Direct impacts are caused by the construction and indirect impacts are caused by the development made as a result of the project. The assessment must also evaluate and discuss the impacts that would result without the project. The requirements for the Environmental Assessment are outlined on the attached Environmental Assessment Requirements list.

5.4 If the Environmental Assessment indicates that a significant environmental impact may occur then the project needs to be modified or an Environmental Impact Statement is required.

5.5 When the Environmental Assessment indicates no significant impacts are anticipated or the project is altered to eliminate any significant adverse impacts, a Finding Of No Significant Impact (FONSI) will be issued and made available to the public.

5.5.1 The Environmental Assessment will be included as part of the FONSI. The FONSI will list any mitigation measures necessary to make the recommended alternative environmentally sound.

5.5.2 Public Notice of the FONSI must include notice in a state periodical. An example FONSI notice is attached. The formal comment period (30 days) must be provided for all public notices during which no action on a project will occur.
6.0 **Environmental Impact Statement**
If the Environmental Assessment indicates that a significant environmental impact may occur and that the impact cannot be mitigated through changes in the project, then an Environmental Impact Statement (EIS) must be prepared. Steps for preparing an Environmental Impact Statement are outlined in 40 CFR Part 6.
Request for Exemption from Environmental Review

Project Sponsor: ___________________ Address: ___________________ Phone: __________
Public Water System: ___________________ County: ______________
Project: _______________________________________________________________________

The assistance from the DWTRF is strictly for the engineering portion of the project and is therefore exempt from all environmental review. The Statutory Checklist, Categorical Exclusion and Environmental Assessment are not required.

Requested by:

______________________________   ___________
Project Sponsor      Title

______________________________   ___________
Signature        Date

Concurrence:

______________________________     ____________    ___________
Bureau for Public Health       Title       Date
# Categorical Exclusion Checklist

**Project Sponsor:** ____________________  **Address:** ____________________  **Phone:** ____________

**Public Water System:** ____________________  **County:** ____________________

**Project:** _____________________________________________________________

<table>
<thead>
<tr>
<th>Condition</th>
<th>Yes</th>
<th>No</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. An upgrade in level of treatment of an existing treatment works on the existing site of the works</td>
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<tr>
<td>2. An expansion of an existing treatment works on the existing site of the works which would result in no more than a 25% increase to the existing service population</td>
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<tr>
<td>3. Replacement of existing equipment or structures at their present location.</td>
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<tr>
<td>4. Water line replacement/rehabilitation to correct water loss problems or problems associated with inadequate water pressure. Rehabilitation of drinking water facilities such as storage facilities.</td>
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<tr>
<td>5. Minor extensions of water lines which will be located within road right of ways or otherwise previously disturbed areas.</td>
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<table>
<thead>
<tr>
<th>Condition</th>
<th>Yes</th>
<th>No</th>
<th>NA</th>
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<tbody>
<tr>
<td>1. All supporting documentation is attached - (If not attached - will be returned)</td>
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<tr>
<td>2. Are there any extraordinary circumstances or conditions at or affecting the location of the activity or project that may have a significant environmental impact?</td>
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<tr>
<td>3. Is this a Categorically Excluded (CE) project?</td>
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**Prepared by: _______________________________  Date: ____________________**

**Signature: _______________________________  Title: ____________________**

☐ I concur that the project is Categorically Excluded from further Environmental Review. An Environmental Assessment is not required. Notification in a local newspaper is required before the project can proceed.

☐ I do not concur that the project is Categorically Excluded. An Environmental Assessment is required.

☐ Additional information is required in order to make a determination. These are listed below:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

(Signature of Reviewer - Bureau for Public Health)  (Title)  (Date)
Statutory Checklist

All projects that are funded with the DWTRF must comply with the following environmental statutes and executive orders. Attached is more information to achieve compliance with each.

Project Sponsor: ___________________________  Phone: ____________________
Address ____________________________________________________________________
Public Water System: ____________________  County: _______________________
Project: ___________________________________________________________________

<table>
<thead>
<tr>
<th>Statutory or Regulatory Compliance</th>
<th>Affected by project</th>
<th>Compliance</th>
<th>Mitigating Measure required (yes or no)</th>
<th>Mitigating Measure complete</th>
<th>References (must be included for each statute)</th>
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<tbody>
<tr>
<td>Archeological &amp; Historic Preservation Act of 1974</td>
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<tr>
<td>National Historic Preservation Act of 1966</td>
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<tr>
<td>Clean Air Act, Pub. L. 84-159, as amended</td>
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<tr>
<td>Coastal Barrier Resources Act</td>
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<td>No</td>
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<td></td>
<td>NA</td>
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<tr>
<td>Coastal Zone Management</td>
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<td>No</td>
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<td></td>
<td>NA</td>
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<tr>
<td>Endangered Species Act</td>
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<tr>
<td>Protection of Wetlands</td>
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<tr>
<td>Fish and Wildlife Coordination Act</td>
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<tr>
<td>Wild &amp; Scenic Rivers Act</td>
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<tr>
<td>Farmland Protection Policy</td>
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<td>Floodplain Management</td>
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<tr>
<td>Safe Drinking Water Act</td>
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<td>Environmental Justice</td>
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</tbody>
</table>

Prepared By: ___________________________  Title: ___________________________
Signature: ___________________________  Date: ______________  Phone: ____________________
Address ____________________________________________________________________
Statutory Checklist

Archeological and Historic Preservation Act of 1974
This Act requires determination if the activity may cause irreparable loss or destruction of significant scientific, prehistoric, historic or archeological data. Any adverse effects must be mitigated through the Division of Culture and History.

Send letter of request with two maps to the following contact.

Contact: Susan Pierce
Division of Culture and History
The Cultural Center, Capitol Complex
Charleston, WV, 25305
(304) 558-0220
(304) 558-3560 (FAX)

Fee: The Division of Culture and History does not charge a fee for the review, but any mitigation measures that may need to be taken are the responsibility of the applicant.

National Historic Preservation Act of 1966
This Act requires the determination if the activity affects any property with historic, architectural, archeological or cultural value that is listed or eligible for listing on the National Register of Historic Places. Any adverse effects must be mitigated.

Send letter of request with two maps to the following contact.

Contact: Susan Pierce
Division of Culture and History
The Cultural Center, Capitol Complex
Charleston, WV, 25305
(304) 558-0220
(304) 558-3560 (FAX)

Fee: The Division of Culture and History does not charge a fee for the review, but any mitigation measures that may need to be taken are the responsibility of the applicant.

Clean Air Act
This Act requires that actions be taken to minimize effects to the air. The contractor must agree to take measures to minimize dust, etc.

Coastal Barrier Resources Act
This Act prohibits any financial assistance for any purpose within the Coastal Barrier resources System. This act is not applicable in West Virginia.
Coastal Zone Management Act
This Act requires all federally funded activities in coastal areas be consistent, to the maximum extent possible, with approved State Coastal Zone Management Programs. This act is not applicable in West Virginia.

Endangered Species Act
This Act prohibits jeopardizing threatened or endangered species or adversely modifying habitats essential to their survival. All designated endangered or threatened species or their habitat that may be affected by an activity must be identified. If the project will jeopardize a listed species or habitat, then mitigation measures must be considered.

Send letter of request, short description of the project and topographical maps to the following:

Contact: U.S. Fish and Wildlife Service AND Division of Natural Resources
William Tolin Barbara Sargent
WV Field Office Wildlife Resources Section
P.O. Box 1278 P.O. Box 67
Elkins, WV 26241 Elkins, WV 26241
(304) 636-6586 (304) 637-0245

Fee: None $75 per hour per request

(Note: combine this request with Wetlands and Wild & Scenic Rivers to avoid extra costs)

Protection of Wetlands, Executive Order 11990
This Act requires the project to avoid, to the extent possible, the adverse impacts associated with the destruction or loss of wetlands and to avoid support of new construction in wetlands if a practicable alternative exists.

Send letter of request, short description of the project and topographical maps to the following:

Contact: U.S. Fish and Wildlife Service AND Division of Natural Resources
William Tolin Barbara Sargent
WV Field Office Wildlife Resources Section
P.O. Box 1278 P.O. Box 67
Elkins, WV 26241 Elkins, WV 26241
(304) 636-6586 (304) 637-0245

Fee: None $75 per hour per request

(Note: combine this request with Wetlands and Wild & Scenic Rivers to avoid extra costs)

If proposed actions will be in or will affect wetlands, then the Corps of Engineers and/or the WV Public Lands Corporation of the Division of Natural Resources need to be contacted to mitigate any adverse effects. There are possible fees in obtaining these permits.
**Fish and Wildlife Coordination Act**
This Act requires an action that will result in the control or structural modification of any natural stream or body of water for any purpose, to take action to protect the fish and wildlife resources that may be affected by the action. The Fish and Wildlife service must be consulted with to determine measures necessary to mitigate, prevent and compensate for activity related losses of wildlife resource and to enhance the resources.

Send letter of request, short description of the project and topographical maps to the following

Contact: U.S. Fish and Wildlife Service
William Tolin
WV Field Office
P.O. Box 1278
Elkins, WV 26241
(304) 636-6586

Fee:  None

**Wild and Scenic Rivers Act**
This Act prohibits federal assistance for construction of a water resources project that would have a direct and adverse effect on the values for which a river in the National System or study river on the National Rivers Inventory was established.

Send letter of request, short description of the project and topographical maps to the following

Contact: Division of Natural Resources
Barbara Sargent
Wildlife Resources Section
P.O. Box 67
Elkins, WV 26241
(304) 637-0245

Fee:  $75 per hour per request
(Note: combine this request with Wetlands and Endangered Species to avoid extra costs)

**Farmland Protection Policy Act**
This Act requires that adverse effects on the preservation of farmlands be identified and taken into account and mitigated.

Send letter of request, short description of the project and topographical maps to the following

Contact: South Counties
Natural Resources Conservation Service
483 Ragland Road
Beckley, WV 25801
(304) 255-9225

Boone, Braxton, Cabell, Clay
Fayette, Greenbrier, Lincoln
Logan, McDowell, Mercer
Mingo, Monroe, Nicholas
Pocahontas, Raleigh, Summers
Wayne, Webster, Wyoming
West Counties
Natural Resources Conservation Service
Route 5, Box 1000
Parkesburg, WV 26101-9805
(304) 422-9072

Brooke, Calhoun, Doddridge
Gilmer, Hancock, Harrison
Jackson, Kanawha, Lewis
Marshall, Mason, Ohio
Pleasants, Putnam, Ritchie
Roane, Tyler, Upshur, Wetzel
Wirt, Wood

East Counties
Natural Resources Conservation Service
129 Main Street
Moorefield, WV 26836
(304) 538-7582

Barbour, Berkeley, Grant,
Hampshire, Hardy, Jefferson,
Marion, Mineral, Monongalia,
Morgan, Pendleton, Preston,
Randolph, Taylor, Tucker

Fee: none

**Floodplain Management - Executive Order 11988**
This Act requires the evaluation of the potential effects of actions in a floodplain and to
avoid, to the extent possible, adverse effects associated with direct and indirect development of a
floodplain.

Contact: Corps of Engineers and/or the County Floodplain Administrator to determine if the project
is located in a floodplain.

If proposed actions will be in or will affect floodplains, then the Corps of Engineers, the
County Floodplain Administrator and/or the WV Public Lands Corporation of the Division of
Natural Resources need to be contacted to mitigate any adverse effects. There are possible fees in
obtaining these permits from these agencies.

**Safe Drinking Water Act**
All projects must comply with the Safe Drinking Water Act

The project has complied with this Act when it has been determined to be technically feasible by the
WV Infrastructure and Jobs Development Council and/or a permit to construct the project has
been issued by the Bureau for Public Health.

**Environmental Justice - Executive Order 12898**
This executive order requires federally funded activities to identify and address
disproportionately high and adverse human health effects of the activities on minority and low
income populations.
Environmental Assessment Requirements

The Environmental Assessment must contain the following information

I. Proposed Project
   a. Provide a brief description of the project including the scope and population served.

   b. The location should be precisely identified. A minimum of two maps should be included; one showing the location of the project within the city, town or metropolitan area, and another showing relation of the project to its immediate neighborhood.

II. Purpose and Need of the Project
   a. Describe existing water facility problems including the purpose and need for the project.

   b. Improvement of existing conditions.

   c. Correction of existing potential public health problems.

III. Description of the Future Environment without the Project
    Provide an evaluation of the future environment without the project.

IV. Analysis of Alternatives
    (A) Explore and objectively evaluate all reasonable alternatives including a no action alternative. Alternatives should be screened with respect to capital and operating costs, environmental effects, legal constraints and compliance with regulatory requirements.

    (B) Provide determination of consistency between the proposed alternative and other environmental protection statutes.

    (C) Selection of one alternative including documentation that shows that the alternative is the best alternative technically, environmentally and administratively.

V. Description of Existing Environment
    Provide a brief description of the existing drinking water facilities including a description and analysis of existing development and future development.

VI. Evaluating Environmental Consequences of Proposed Action
    a. Provide an evaluation of the potential short term and long term effects on environmental consequences of the proposed project.

    b. Provide an evaluation of the potential direct and indirect effects on environmental consequences of the proposed project. Direct effects are caused by construction and indirect effects are caused by development made possible by the project.

    c. Include the Statutory Checklist with all supporting documentation including measures to mitigate any adverse impacts.
VII. **Mitigating Measures for Environmental Consequences**
Provide a plan for minimizing any potential adverse effects of the project on the environment including dust, run-off, traffic, noise, air pollution, stream pollution, etc.

Include the Statutory Checklist with all supporting documentation including measures to mitigate any adverse impacts.

Statutory procedures address the following impacts (a) destruction or displacement of wildlife and marine life including endangered species and their habitats and food chain, (b) marsh lands and wetlands, (c) displacement of households, businesses or services, (d) loss of farmland or open spaces, (e) archeologically significant land and disturbance of properties or areas of historic significance, (f) use of irretrievable resource, (g) noise, (h) traffic circulation and traffic pattern disruption, (i) odor, air quality, (j) damage and/or pollution of surface water resulting from erosion, (k) aesthetic concerns and visual impacts, (l) disturbance to designated wild, scenic and/or recreational river use, (m) socio - economic changes, (n) floodplain impacts. These impacts are evaluated during the project planning, design, construction and post construction phases.

VIII **Documentation**
Documentation for all requirements, including statutory checklist, must be attached.

VIII. **Recommendation**
Recommendation of Finding Of No Significant Impact (FONSI) or Environmental Impact Statement (EIS) will be required or the project modified accordingly. Complete the Recommendation Checklist.
Environmental Assessment Recommendation

This form is to be completed by the Bureau for Public Health.

The Environmental Assessment has been completed for the proposed activity with the following recommendation:

Project Sponsor:___________________ Address:__________________ Phone________________
Public Water System:__________________________ County_____________________
Project:_____________________________________________________________________

<table>
<thead>
<tr>
<th>Check</th>
<th>Recommendation</th>
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<tbody>
<tr>
<td>Finding of No Significant Impact - The project will not have a significant effect on the human environment.</td>
<td></td>
</tr>
<tr>
<td>Finding of Significant Impact - The project will have a significant effect on the human environment and an Environmental Impact Statement is required.</td>
<td></td>
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</tbody>
</table>

Reviewed by:______________________________ Title:__________________________
(Bureau for Public Health)

Signature:_______________________________ Date:__________________________
Notice of Finding of No Significant Impact

Date: __________

TO ALL INTERESTED AGENCIES, GROUPS, AND PERSONS

The purpose of this notice is to meet requirements of West Virginia State regulations 64-CSR 49 “Drinking Water Treatment Revolving Fund”. The Bureau for Public Health has performed an Environmental Review on the proposed project as described below and on the attached Environmental Assessment:

- Project, Title and name
- Project Description
- Location - City, County, State
- Amount of DWTRF Funds
- Total Project Cost

The review process indicated that either significant environmental impacts would not result from the proposed action or significant adverse impacts have been eliminated by making changes in the project. Consequently, a preliminary decision has been made not to prepare an Environmental Impact Statement.

This action is taken on the basis of careful review of the Environmental Assessment, and other supporting data. These documents are on file at the West Virginia Bureau for Public Health, Environmental Engineering Division and are available for public review on request. Additional copies of the Environmental Assessment will be available at cost upon request.

Comments supporting or disagreeing with this preliminary decision may be submitted for consideration by the Bureau for Public Health at 350 Capitol St., Room 313, Charleston, WV 25301-3713. After evaluating the comments received, the Agency will make a final decision no sooner than thirty (30) calendar days from the date of this Finding of No Significant Impact. No administrative action will be taken with respect to this proposal during this time frame.

The notice of Finding of No Significant Impact must also be sent to all interested parties. The following is a list of typical agencies or organizations to send a copy of the Finding of No Significant Impact.

- Bureau for Public Health
- Division of Culture & History
- Division of Natural Resources
- U.S. Fish & Wildlife Service
- Natural Resources Conservation Service
- Division of Environmental Protection
- Public Service Commission
- EPA Region III
- Regional PDC
- Consulting Engineer
- WV Development Office
- Other parties interested in the project

All comments must be responded to before the project can be approved for funding.
EQUAL EMPLOYMENT OPPORTUNITY

No person in the United States shall, on the grounds of race, color, national origin, age, physical handicap, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance; reference Executive Order 11246, Title VI of the Civil Rights Act of 1964 (42 USC 2000d), Age Discrimination Act of 1975 (42 USC 6102) and section 504 of the Rehabilitation Act of 1973 (26 USC 794)

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers’ representative of the contractor’s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the secretary of labor.

(5) The contractor will furnish all information and reports required by Executive Order No 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the contractors non compliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in
Executive Order No 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**CLEAN AIR ACT AND FEDERAL WATER POLLUTION ACT**

The contractor agrees to comply with federal clean air and water standards during performance of this contract and specifically agrees to the following:

(a) The term “facility” means (a) any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations (b) owned, leased or supervised (c) by contractor and the subcontractors (d) for the construction, supply and service contracts entered into by the contractor.

(b) That any facility to be utilized in the accomplishment of this contract is not listed on the Environmental protection Agency’s List of Violating Facilities pursuant to 40 CFR part 15.20.

(c) That in the event a facility utilized in the accomplishment of this contract becomes listed on the Environmental Protection Agency’s List of Violating Facilities, this contract may be canceled, terminated or suspended in whole or part.

(d) That it will comply with all the requirements of Section 114 of the Air Act and section 308 of the Water Act relating to inspection, monitoring, entry, reports and information as well as all other requirements specified in section 114 and section 308, respectively, and all other regulations and guidelines issued thereunder.

(e) That it will promptly notify the government of the receipt of any notice from the Director, Environmental protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of this contract is under consideration for listing on the Environmental Protection Agency’s List of Violating Facilities.

(f) That it will include the paragraphs (a) through (g) in every subcontract or purchase order entered into for the purpose of accomplishing this contract unless otherwise exempted pursuant to the EPA regulations implementing the Air or Water Act (40 CFR Part 15.5) so that such provisions will be binding upon each subcontractor or vendor.

(g) That in the event that the contractor or the subcontractors for the construction, supply, and
service contracts entered into for the purpose of accomplishing this contract were exempted from complying with the above requirements under the provisions of 40 CFR Part 15.5(a), the exemption shall be nullified should the facility give rise to a criminal conviction (40 CFR Part 15.20) during the accomplishment of this contract. Furthermore, with the nullification of the exemption, the above requirements shall be effective. The contractor shall notify the government as soon as the contractor or the subcontractor’s facility is listed for having criminal conviction noted in 40 CFR Part 15.20.
CERTIFICATE OF EEO COMPLIANCE

The Company hereby certifies that it complies or has complied in the past with Section 3 of the Housing and Urban development Act of 1968 and Executive order No. 11246, as amended.

A. ( ) The Company certifies that it has established an affirmative action program pursuant to 41 CFR Part 61-2.

B. ( ) Has participated in previous contracts subject to the equal opportunity clause.

C. ( ) If (B) above is checked, has filed all reports due under the previous contract requirements.

___________________________________________
Company

___________________________________________
By Date

___________________________________________
Officer or Title

Attest: ________________________________
Whereas the OWNER NAME (henceforth known as NAME/CITY/PSD), West Virginia, has applied for a West Virginia Drinking Water Treatment Revolving Fund Loan and/or EPA SAP Grant in the approximate amount of $ amount for the funding of a PROJECT DESCRIPTION, the NAME/CITY/PSD does hereby make assurances that it will comply with all requirements by the State of West Virginia and/or federal government concerning special requirements of law and other program requirements.

As such, the NAME/CITY/PSD does hereby certify that it will comply with the following social and economic policies:

- Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and the regulations issued pursuant thereto (24 CFR Part 601) which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied benefit of, or otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance, and will immediately take any measures necessary to effectuate this assistance.

- Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112, including Executive Orders 11914 and 11250) which provides that no otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation in (including employment), be denied program benefits, or subjected to discrimination under any program or activity.

- Equal Employment Opportunity, Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted construction contracts in excess of $10,000. Contractors and subcontractors on federal and federally funded assisted construction contracts shall take affirmative action to ensure fair treatment in employment upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training and apprenticeship.

- Women’s and Minority Business Enterprise, Executive Orders 11625, 12138, and 12432, and Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988 (Pub. L. 100-590), as amended, which provides that affirmative steps will be taken by sub-grantees and their contractors to utilize minority businesses in construction or construction related contracts.

- Age Discrimination Act of 1975, Pub. L 94-135, as amended, which provides that no persons shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age.

- Uniform Relocation and Real Property Acquisition Policies Act (Pub. L. 91-646), which provides to the greatest extent possible, minimizes the displacement of any persons as a result of activities receiving federal assistance.
Owner Cross Cutter Assurances (cont’d)

- Executive Order 12549, the loan or grant recipient shall not enter into any contracts with any persons or firm debarred from Government contracts.

- Demonstration of the Cities and Metropolitan Development Act with documentation from the Regional Planning and Development Council supporting the project. **NOTE:** The Regional Planning and Development Council certification that the intergovernmental review process has been met letter (from Executive Order No. 12372) must accompany this certification.

- Procurement Prohibitions under section 306 of the Clean Air Act and section 508 of the Clean Water Act including Executive Order 11738, Administration of the Clean Air Act and the Federal water Pollution Control Act with respect to federal contracts, grants or loans.

- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Pub. L. 92-500 (the Clean Water Act), which prohibits unregulated discharges of pollutants into the waters of the United States making it unlawful for any person to discharge any pollutant from a point source into navigable waters, unless a permit was obtained under its provisions.

- Executive Order 12898 requires federally funded activities to identify and address disproportionately high and adverse human health effects of the project on minority and low income populations (Environmental Justice). Owner will perform an analysis of the population characteristics of the area to be impacted by the project to ensure no discrimination of various socio-economic groups will occur. **NOTE:** The Environmental Justice certification form must accompany this form.

- The Owner is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

- The Owner must ensure that in all phases of employment during the performance of federal or federally assisted construction contracts in excess of $10,000 compliance with Nonsegregated Facilities, a provision of the Equal Opportunity clause. This clause provides that an applicant must not maintain for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

_________________________________  ______________________________
Name (Printed)      Title

_________________________________  ______________________________
Name (Signature)      Date

NOTE: This certification must be signed and received by the West Virginia Bureau for Public Health prior to loan closing.
Environmental Justice (EJ) Impact Analysis Certification

1. Applicant’s name and proposed project name or description: _____________________________
   ________________________________________________________________________________
   ________________________________________________________________________________

2. Are there any identified EJ (minority or low income population) areas within or nearby the proposed project area?
   ☐ Yes ☐ No

3. Is the applicant’s proposed project likely to result in a change in the current land use patterns (types of land use, development densities)?
   ☐ Yes ☐ No

4. Does a demographic analysis indicate the applicant’s proposed project may disproportionately affect any significant EJ populations?
   ☐ Yes ☐ No

   If the answer is no, skip to item 10. If the answer is yes, continue with items 5 through 9.

5. Identify, describe, and provide locations of EJ population __________________________________________
   ________________________________________________________________________________

6. If a disproportionate adverse effect is expected to impact an EJ population, identify type/level of public outreach implemented. __________________________________________
   ________________________________________________________________________________

7. Identify disproportionately high and adverse impacts on EJ populations. __________________________
   ________________________________________________________________________________

8. Are adverse impacts appreciably more severe or greater in magnitude than the adverse impacts expected on non-minority/high-income populations?
   ☐ Yes ☐ No

9. Are alternatives and/or mitigation required to avoid impacts to EJ populations?
   ☐ Yes ☐ No

   If yes, describe action. ______________________________________________________________
   ________________________________________________________________________________

10. I certify that this certification accurately describes the impact to EJ populations and
    ☐ No major EJ impact is likely to result if the proposed project is implemented.
    ☐ A major EJ impact is likely to result if the proposed project is implemented.

   ___________________________________        ____________________        ______________________
   Printed Name & Title of Certifying Official  Signature                                          Date
DWTRF LOAN and/or EPA SAP GRANT CONTRACTOR
CROSS CUTTER ASSURANCES CERTIFICATION

Whereas the firm of (Contractor License No. ) (henceforth known as firm), has bid on the City of Petersburg’s Storage Tank and Water Treatment Plant Upgrade Project Contract #, which will be funded in part or in whole by a West Virginia Drinking Water Treatment Revolving Fund Loan and/or EPA SAP Grant, the firm does hereby make assurances that it will comply with all requirements by the State of West Virginia and/or federal government concerning special requirements of law and other program requirements.

As such, the firm does hereby certify that it will comply with the following policies:

- Title VI of the Civil Rights Act of 1964 (Pub. L.88-352) and the regulations issued pursuant thereto (24 CFR Part 601) which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied benefit of, or otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance, and will immediately take any measures necessary to effectuate this assistance.

- Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112, including Executive Orders 11914 and 11250) which provides that no otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation in (including employment), be denied program benefits, or subjected to discrimination under any program or activity.

- Equal Employment Opportunity, Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted construction contracts in excess of $10,000. Contractors and subcontractors on federal and federally funded assisted construction contracts shall take affirmative action to ensure fair treatment in employment upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training and apprenticeship.

- Women’s and Minority Business Enterprise, Executive Orders 11625, 12138, and 12432, and Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988 (Pub. L. 100-590), as amended, which provides that affirmative steps will be taken by sub-grantees and their contractors to utilize minority businesses in construction or construction related contracts.
Contractor Cross Cutter Assurances (cont’d)

- Age Discrimination Act of 1975, Pub. L 94-135, as amended, which provides that no persons shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age.

- Executive Order 12549, the contractor shall not enter into any contracts with any persons or firm debarred from Government contracts.

- Drug-Free Workplace, the contractor shall comply with the Code of West Virginia §21-1D-1 through 9 which require contractors to have a statement of policy and to have a drug-free workplace program that requires drug and alcohol testing; providing standards and protocols for testing; providing for assistance for employees; requiring a drug-free workplace policy to be posted at the public improvement construction site; requiring drug-free workplace records and contents be open for inspection; providing penalties; and providing for confidentiality.

_________________________________  ______________________________
Contractor Firm Name         Authorized Officer Title
_________________________________  ______________________________
Name (Printed)         Date
Name (Signature)      Date

NOTE: This certification must be signed and received by the West Virginia Bureau for Public Health prior to authorization to award the contract.
THE FOLLOWING STATEMENTS MUST BE INCLUDED IN THE LEGAL ADVERTISEMENT:

“DBE REQUIREMENTS”

Each Bidder must fully comply with the requirements, terms, and conditions as set forth in the contract documents to achieve Disadvantaged (Minority-Owned/Women-Owned/Small) Business Enterprise (DBE) participation during the performance of this contract. The bidder commits itself to the program for DBE participation and all other requirements, terms, and conditions of the bid conditions by submitting a properly signed bid.

The bidder agrees to make “good faith efforts” to subcontract a portion of the total value of the contract to DBE businesses. This shall be done in compliance with the six (6) affirmative steps as outlined in 40 CFR 31.36(e). Failure to demonstrate positive efforts to do so may lead to rejection of bids. For the purpose of this program, the term “subcontractor” includes all construction, modification, and service work contracted for by the bidder in the execution of the work under this contract.

“NONDISCRIMINATION IN EMPLOYMENT”

“Bidders on this work will be required to comply with the President’s Executive Order No. 11246. The requirements for bidders and contractors under this order are explained in the specifications.”
March 16, 2007

The Honorable
Mayor, Town of
P.O. Box
, WV xxxxx

Re: Town of
Water Distribution System Upgrade
Project No. 2005W-04DTRF
County

Dear Mayor:

The Town of is hereby authorized to advertise for bids for the above referenced project. The project should, as a minimum, be posted in newspapers as a Class II legal advertisement not less than 30 days prior to the date on which bids are to be received.

When the project is advertised the following statements must appear in the advertisement for bids:

**DBE REQUIREMENTS**

*Each Bidder must fully comply with the requirements, terms, and conditions as set forth in the contract documents to achieve Disadvantaged (Minority-Owned/Women-Owned/Small) Business Enterprise (DBE) participation during the performance of this contract. The bidder commits itself to the program for DBE participation and all other requirements, terms, and conditions of the bid conditions by submitting a properly signed bid.*
The bidder agrees to make “good faith efforts” to sub-contract a portion of the total value of the contract to DBE businesses. This shall be done in compliance with the six (6) affirmative steps as outlined in 40 CFR 31.36(e). Failure to demonstrate positive efforts to do so may lead to rejection of bids. For the purpose of this program, the term “subcontractor” includes all construction, modification, and service work contracted for by the bidder in the execution of the work under this contract.

**NONDISCRIMINATION IN EMPLOYMENT**

Bidders on this work will be required to comply with the President’s Executive Order No. 11246. The requirements for bidders and contractors under this order are explained in the specifications.

You are reminded that you are required to take affirmative steps to assure that minority and women’s businesses are used when possible. These steps include the direct solicitation of DBE contractors at the time of advertising, as well as, documentation and follow up of these efforts.

In addition, the following agencies must be supplied with a copy of the legal advertisement for distribution:

- Small Business Administration  
  405 Capitol Street, Suite 412  
  Charleston, West Virginia 25301

- Small Business Administration  
  320 West Pike, Suite 330  
  Clarksburg, West Virginia 26301

Please provide me a copy of the advertisement for bids as published. In addition, within five days of the bid opening, please provide me a copy of the bid tabulations. Also, please notify me of the pre-bid meeting information as we may attend to provide clarification of the Drinking Water Treatment Revolving Fund requirements.

The Contractors Association of West Virginia (CA WV) has established a clearinghouse to ensure that several projects are not bid on the same day. Please call CAWV to ensure to the best of your ability that the bid date does not conflict with other project bid dates. You may contact the CAWV at (304) 342-1166.
Should you have any questions in the interim, please contact me at (304) 356-4301 or robert.w.decrease@wv.gov.

Very truly yours,

Robert W. DeCrease, P.E.
Assistant Manager
Infrastructure & Capacity Development
Environmental Engineering Division

RWD: bms

pc: Engineers and Environmental Consultants
    Chris Jarrett, WDA
    Samme L. Gee, Esquire, Jackson Kelly
    Jim Ellars, P.E., IJDC
    Walter M. Ivey, P.E.
    OEHS - District Office
WEST VIRGINIA DRINKING WATER STATE REVOLVING FUND (DWTRF) AND SPECIAL APPROPRIATION PROJECT (SAP) DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

REQUIREMENT
EPA Federal regulation 40 CFR Part 33 – Procurement Under Assistance Agreements stated that loan recipients and contractors must comply with the six affirmative steps as outlined in 33.240, and any other requirements of the State.

DEFINITIONS
Procurement is the acquisition through order, purchase, lease or barter of supplies, equipment, construction or services needed to accomplish Federal assistance programs.

Disadvantaged business enterprises (DBE) are comprised of minority, women, and small business enterprises.

A minority business enterprise (MBE) is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals and (2) whose daily business operations are managed and directed by one or more minority owners.

U.S. citizenship is required. Recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under Section 5 of Executive Order 11625.

A woman business enterprise (WBE) is a business concern that is (1) at least 51 percent owned by one or more women, or in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women and (2) whose daily business operations are managed and directed by one or more women owners.

Business firms which are 51 percent owned by minorities or women, but are in fact managed and operated by non-minority individuals do not qualify for meeting DBE procurement goals.

A Subcontract includes all construction, modification, and service work contracted for by the bidder in the execution of the work under this contract.

AFFIRMATIVE STEPS
Recipients shall ensure, to the fullest extent possible, that positive efforts are made to utilize small businesses, including those in rural areas, minority-owned firms, and women-owned business enterprises. To accomplish this goal, contractors must demonstrate positive efforts to comply with the following six (6) affirmative steps:
1. Ensure that small businesses, minority-owned firms, women-owned business, and small enterprises are used to the fullest extent practicable.

2. Make information available on forthcoming opportunities and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women-owned business enterprises.

3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women-owned business enterprises. Where feasible divide total requirements into smaller tasks to permit maximum participation by small businesses, minority-owned firms, and women-owned business enterprises.

4. Establish delivery schedules which encourage participation by small businesses, minority-owned firms, and women-owned business enterprises.

5. You must use one of the sources listed below for a written list from them directly. This list must be sent as part of the documentation for compliance of the DBE process. Only one certified list is required.

   The preferred source for a list of DBE firms is from the WV DOH website: www.wvdot.com/3_roadways/3d9_eeo.htm.

   You may use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce’s Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms, and women-owned business enterprises.

   Another source of DBE information and lists may be from the Governor’s Office of Community & Industrial Development’s Small Business Development Center, 1115 Virginia Street, East, Charleston, WV 25301. Phone (304) 558-2960.

6. If the contractor awards sub-agreements, require the subcontractor to comply with steps (1) through (5) of this section.

**FAIR SHARE GOALS**

The bidder agrees that he/she shall make “positive efforts” to subcontract at least 7% (2% MBE/5% WBE) of the total value of the contract. The fair share objective shall be obtained in conformance with the six (6) affirmative steps as outlined.
SPECIFIC POSITIVE EFFORTS

The bidder’s commitment to the fair share for DBE business participation constitutes a commitment that it will make positive efforts to meet the fair share. No bidder shall be found to be in noncompliance solely on the account of failure to meet the fair share objective.

Bidders which fail to achieve the fair share and fail to make positive efforts to achieve the fair share may have their bids rejected as non-responsive. Bidders must demonstrate their positive efforts by documentation which includes at least the following:

Documentation of the “affirmative steps” efforts shall include at least the following:

1. Documentation of efforts to solicit the participation of DBE firms. These efforts should include a list of firms contacted, copies of solicitation letters, copies of legal advertisements, etc.

2. Documentation of whether any offers were received from DBE firms.

3. Follow-up letters, phone logs, etc. to determine why no interest was shown in bidding.

4. When a DBE firm proposal is utilized, include the following:
   - Name of firm
   - Address
   - Telephone number
   - Contact person
   - Type of firm (MBE/WBE/SBE)
   - Type of service(s) provided
   - Amount of subcontract

5. If the DBE firm making a proposal is not utilized, an explanation as to why a contract is not to be awarded shall be provided.

6. Provide additional information which documents bidder’s assurances that positive steps were taken to comply with the six (6) affirmative steps.

The above documentation shall be submitted to the project engineer within seven (7) calendar days after the bid opening. If this documentation is not submitted within seven (7) calendar days, or if submitted incomplete, the contractor will be declared non-responsive at that time.

The attached DWTRF DBE Certification shall be signed by the contractor’s designated person and included in the bid package.

Upon contract award, the contractor is required to submit the DWTRF Subcontracting Tracking form **monthly** until the contract is complete. Reports are still required when there is no subcontracting activity. Any contractor that does not submit the subcontracting form with their invoices should not be reimbursed for costs included on that invoice until they submit the form.
Disadvantaged (Small, Minority and Women’s) Business Enterprises Certification

I hereby certify that prior to and during my bid preparation for the [loan recipient’s name and brief project description]

my firm has and/or will follow the Federal EPA six “affirmative steps” as stated in the attached Drinking Water State Revolving Fund or Special Appropriations Project DBE Requirements.

I certify that I have solicited the use of small, minority, and women’s businesses in my bid preparation, that I have the documentation of those solicitations, including follow-up efforts.

I certify that the required information as outlined in the above-referenced documentation shall be submitted to the Engineer within seven (7) calendar days after the bid opening. If the information is not submitted within seven (7) calendar days or submitted incomplete, I understand that my bid will be declared non-responsive at that time.

I also certify that I will provide monthly subcontracting information to the loan recipient with my payment invoices regarding procurement activities during that month.

______________________         ________
Signature            Date          Firm Name

______________________________
Name and Title of Signer
(please print or type)
Robert W. DeCrease  
350 Capitol St. Room313  
Charleston, WV 25301-3713  

Dear Mr. DeCrease,

Below is the breakdown of the tasks, services, equipment, and supplies for the contract No. 1 that we plan to sub-contract or purchase. The tables below also indicate where the associated DBE list was obtained.

<table>
<thead>
<tr>
<th>CONSTRUCTION ACTIVITIES</th>
<th>SOURCE OF DBE LIST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Preparation</td>
<td>WVDOH List (Copy of list attached)</td>
</tr>
<tr>
<td>Concrete sawing</td>
<td>WVDOH List (Copy of list attached)</td>
</tr>
<tr>
<td>Fencing</td>
<td>WVDOH List (Copy of list attached)</td>
</tr>
<tr>
<td>Electrical work</td>
<td>WVDOH List (Copy of list attached)</td>
</tr>
<tr>
<td>Painting</td>
<td>WVDOH List (Copy of list attached)</td>
</tr>
<tr>
<td>Demolition</td>
<td>WVDOH List (Copy of list attached)</td>
</tr>
<tr>
<td>Rebar installation</td>
<td>WVDOH List (Copy of list attached)</td>
</tr>
<tr>
<td>Asphalt</td>
<td>WVDOH List (Copy of list attached)</td>
</tr>
</tbody>
</table>

Reason (if any) that DBE’s would be deselected from the above provided list:  
Example: Only considered firms within a 75 mile distance from the work site.
<table>
<thead>
<tr>
<th>SERVICES</th>
<th>SOURCE OF MBE/WBE LIST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Video Taping Project</td>
<td>WVDOH List (Copy of list attached)</td>
</tr>
<tr>
<td>Flagging/Traffic Control</td>
<td>WVDOH List (Copy of list attached)</td>
</tr>
</tbody>
</table>

**Reason (if any) that DBE’s would be deselected from the above provided list:**
Example: Only considered flagging/traffic control firms within a 75 mile distance from the work site.

<table>
<thead>
<tr>
<th>EQUIPMENT</th>
<th>SOURCE OF MBE/WBE LIST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Backhoe rental</td>
<td>WVDOH List (Copy of list attached)</td>
</tr>
<tr>
<td>Crane rental</td>
<td>WVDOH List (Copy of list attached)</td>
</tr>
</tbody>
</table>

**Reason (if any) that DBE’s would be deselected from the above provided list:**
None.

<table>
<thead>
<tr>
<th>SUPPLIES/PURCHASES</th>
<th>SOURCE OF MBE/WBE LIST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fuel</td>
<td>WVDOH List (Copy of list attached)</td>
</tr>
<tr>
<td>Rebar</td>
<td>WVDOH List (Copy of list attached)</td>
</tr>
<tr>
<td>Concrete</td>
<td>WVDOH List (Copy of list attached)</td>
</tr>
<tr>
<td>Electrical materials</td>
<td>WVDOH List (Copy of list attached)</td>
</tr>
<tr>
<td>Piping/Valves/Hydrants</td>
<td>WVDOH List (Copy of list attached)</td>
</tr>
<tr>
<td>Pumps</td>
<td>WVDOH List (Copy of list attached)</td>
</tr>
</tbody>
</table>

**Reason (if any) that DBE’s would be deselected from the above provided list:**
Example: Only considered firms supplying fuel within a 50 mile distance from the work site.
We have attempted to contact all the firms indicated in the lists stated above. All communications with MBE/WBE firms have been documented in the Attachment A. Contact with each MBE/WBE firm was attempted a second time if the initial contact was unsuccessful.

A separate attachment is provided for each breakdown of the prime contract indicated above.

(An indication of whether or not any MBE/WBE quotes were submitted should be stated in this letter). (If any quotes were obtained but not used, a statement should be made for each one as to the reason that it was not accepted). (If any MBE/WBE firms were selected to be used, indicate the firm information in attachment B.)

The signed MBE/WBE certification form is also enclosed.

Sincerely,

__________________________________
Title of Water System Authorized Signer
Attachment A: MBE/WBE Communications Log

**Type of Construction Activity, Service, Equipment, or Supplies:**

<table>
<thead>
<tr>
<th>Date of Communication</th>
<th>MBE/WBE Firm</th>
<th>MBE/WBE Contact Person</th>
<th>Summary of Communication with MBE/WBE</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>
## Attachment B: MBE/WBE Firms Used in this Contract

<table>
<thead>
<tr>
<th>Name of MBE/WBE Firm</th>
<th>Address of MBE/WBE Firm</th>
<th>Telephone Number</th>
<th>Contact Person</th>
<th>Type of Firm (MBE or WBE)</th>
<th>Type of Activity, Service, Equipment, or Supplies</th>
<th>Amount of Sub-Contract Award</th>
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</tbody>
</table>
January 18, 2008

Mr. James King, Chairman
Johnson Public Service District
P.O. Box 456
Moose, WV 25567

RE: Johnson Public Service District
Water Line Extension Project
IJDC 2008W-1999/06DWTRFA250
DBE Good Faith Efforts

Dear Mr. King:

We have reviewed the submission of DBE “good faith” efforts for the District and the low bidders on the Water Line Extension project for contracts 1, 2, 3 and 4.

The following subcontractors have been designated:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Contract</th>
<th>Subcontractor</th>
<th>Type of Firm</th>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Smith Construction Co.</td>
<td>1</td>
<td>Jane’s Video</td>
<td>WBE</td>
<td>Videotaping</td>
<td>$950</td>
</tr>
<tr>
<td>Smith Construction Co.</td>
<td>1</td>
<td>Square, Inc.</td>
<td>MBE</td>
<td>Rebar placement</td>
<td>$20,000</td>
</tr>
<tr>
<td>Jones Construction Co.</td>
<td>3</td>
<td>Mary’s Construction, Inc.</td>
<td>WBE</td>
<td>Casework</td>
<td>$19,625</td>
</tr>
<tr>
<td>Jones Construction Co.</td>
<td>3</td>
<td>Jane’s Video</td>
<td>WBE</td>
<td>Videotaping</td>
<td>$2,150</td>
</tr>
<tr>
<td>Johnson, Inc.</td>
<td>4</td>
<td>Suzie’s Enterprise Corp.</td>
<td>WBE</td>
<td>Flagging</td>
<td>$30,000</td>
</tr>
</tbody>
</table>

The proposals as shown are acceptable. If the system, its engineering firm, or any of its contractors subcontract any additional work in the future, all DBE efforts need to be documented and forwarded to this office.
According to EPA Guidance for Utilization of Small, Minority and Women’s Business Enterprises in Procurement Under Assistance Agreements - 6010, “… recipients must submit EPA Form 5700-52A, ‘MBE/WBE Utilization Under Federal Grants, Cooperative Agreements, and Interagency Agency Agreements’ to the EPA award official [WVBPH] beginning with the Federal fiscal year quarter the recipient received the award and continuing until the project is completed.”

The enclosed EPA DBE reporting form should be completed and submitted to this office in the quarter in which construction contracts are awarded and quarterly thereafter, until there are no further subcontracting opportunities, or construction is complete.

The reports should be submitted within 20 days after the end of the Federal fiscal quarter. The Federal fiscal quarters are defined as: 1st Quarter = October 1 – December 31; 2nd Quarter = January 1 – March 31; 3rd Quarter = April 1 – June 30; and 4th Quarter = July 1 – September 30. Failure to submit the required reports may result in rejection of payment requests.

The System’s contractor is required to submit the enclosed Subcontracting Tracking sheet, as outlined in the Subcontracting Tracking Policy (also enclosed), to the District with their invoices on a monthly basis. The District will then use these monthly reports to prepare its quarterly reports. You as the loan recipient are responsible for assuring that the required forms are completed and submitted to this office on time. The SRF staff will monitor this activity.

Should you have any questions, please contact me at (304) 356-4301 or robert.w.decrease@wv.gov.

Sincerely,

Robert W. DeCrease, PE, Manager
Infrastructure & Capacity Development

Enclosures

cc: Mr. David Cubb, Region XXI, Regional Planning and Development Council (w/enc)
Mr. Robert Green, P.E., Green, Incorporated (w/enc)
Smith Construction Company (w/enc)
Jones Construction Company (w/enc)
Johnson, Inc. (w/enc)
SRF loan recipients are required to submit a DBE quarterly reporting form to BPH office below within 20 days following the end of the federal fiscal quarter. These activity reports identify total contract procurement awarded during that reporting period, and more specifically, the contract/procurements awarded to MBE/WBE small firms.

Reports are submitted starting with the quarter in which the prime contract(s) are awarded, and quarterly thereafter until all contracts and sub-contracts have been awarded, or SRF funds are expended in full, whichever occurs last.

Federal fiscal quarters are as follows:
1st: October - December
2nd: January - March
3rd: April - June
4th: July - September

Section I
1. Reporting Period - Indicate what months and calendar year this report covers.
2. Reporting Recipient - Name and address of SRF loan recipient.
2A. Reporting Contact/Phone Number - Name and phone number of person preparing form
3. SRF Project Number - SRF number that has been assigned to this project.
4. Total Contract/Procurement Amount Awarded This Period - Total amount of contracts that were entered into with contractors, engineers, project coordinators, and equipment and supplies that were purchased by the loan recipient within the reporting period.
If this is the recipient's first report, this should include all contracts awarded and procurement made to date.
5. Actual DBE Contract/Procurement Amount Awarded This Period - Total amount of contracts that were entered into with MBE/WBE or small firms, including those subcontract between your contractor(s) or professionals and their subcontractors.
If any amounts are included in this block, Section II also needs to be completed.
6. Comments - Self-explanatory.
7. Name and Title of Authorized Representative - Self-explanatory.
8. Signature of Authorized Representative - Self-explanatory.

Section II
Company Name - Name and address of DBE contractor, professional, subcontractor, supplier, etc.
Business Type - Indicate whether the firm is a Minority, Woman-Owned or small Business Enterprise
Contract Award Date - Date that the contract was signed and awarded to the contractor, professional, etc.
Contract Award Amount - Amount of the contract that was signed. This is NOT the amount paid to the firm.
If a total contract amount was not specified in the contract, but reimbursement is made based on receipt of goods or completion of services, only then would you indicate the amount paid in the reporting period.
Category Type - Type of service that was provided by the firm: construction, equipment, professional services, or supplies.
WEST VIRGINIA DHHR/BPH/OEHS/EED
DRINKING WATER STATE REVOLVING FUND
DBE QUARTERLY REPORTING FORM

SECTION I

<table>
<thead>
<tr>
<th>1. Reporting Period (Months, Calendar Yr)</th>
<th>2. Reporting Recipient (Name and Address)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1A. Fed/State Reporting Period (BPH ONLY)
   Fed: FY _____ ______ quarter
   State: FY _____ ______ quarter

2A. Reporting Contact/Phone Number

3. SRF Project Number

4. Total Contract/Procurement Amount Awarded This Period (Not previously reported)

5. Actual MBE/WBE Contract/Procurement Amount Awarded This Period (Not previously reported)
   (If any amounts are reported here, complete Section II.)
   MBE: WBE: SB: Non-DBE:

6. Comments:

7. Name and Title of Authorized Representative

8. Signature of Authorized Representative Date

SECTION II

<table>
<thead>
<tr>
<th>Company Name &amp; Address</th>
<th>Business Type (Check One)</th>
<th>Contract Award Date</th>
<th>Contract Award Amount</th>
<th>Category Type (See Below)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>MBE</td>
<td>WBE</td>
<td>SB</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Category type: Construction (C), Equipment (E), Professional Services (P), Supplies (S)
# Contractor/Subcontractor Monthly Tracking Report

**Project Name:**  
**Company Name:**  

**SRF Project Number:**  
**Reporting Person (for questions):**  

**Reporting Period:**  
(Month and Year)  
**Telephone Number:**  

---

## Definitions

**Equipment:** any equipment purchased for the exclusive use of the system, except for that included in bid package.

**Procurement:** engineering/professional, project administration, construction, equipment, and supplies.

**Professional:** video taping, soil testing, surveying, stakeout, aerial photography, and all other engineering services.

**Supplies:** any supplies purchased for the exclusive use of the system, except for that included in the bid package.

---

<table>
<thead>
<tr>
<th>Sub-Contractor/Supplier Address</th>
<th>Business Type (Check One)</th>
<th>Award Date</th>
<th>Award Amount</th>
<th>Award Amount By Category</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>MBE, WBE, SB, Non-DBE</td>
<td></td>
<td></td>
<td>Professional, Construction, Equipment, Supplies</td>
</tr>
</tbody>
</table>

---

Any questions, please contact: Robert DeCrease, WVBPH, Environmental Engineering Division, State Revolving Fund Program  (304)356-4301.
PUBLIC WATER SUPPLY PROJECT

SAFE DRINKING WATER FOR (Service Area)

PROJECT COST) DOLLAR WATER TREATMENT WORKS

(Loan Amount) DRINKING WATER TREATMENT REVOLVING FUND

NOTE:
ALL OTHER LETTERS BLACK

18"  18"

8" MIN.

PROJECT SIGN

NOT TO SCALE
The applicant shall submit the following to the Bureau for Public Health (BPH) prior to loan closing:

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Final Order from the PSC which approves the construction and financing of the project:</td>
</tr>
<tr>
<td></td>
<td>PSC Order #:</td>
</tr>
<tr>
<td>2</td>
<td>Evidence that all applicable permits have been obtained:</td>
</tr>
<tr>
<td>3</td>
<td>A set of project plans prepared by a registered professional engineer:</td>
</tr>
<tr>
<td>4</td>
<td>An Affidavit of publication of advertisement for bids:</td>
</tr>
<tr>
<td>5</td>
<td>A set of bid documents, if changed from previous submittal:</td>
</tr>
<tr>
<td>6</td>
<td>Bid tabulation certified by a registered professional engineer:</td>
</tr>
<tr>
<td>6a</td>
<td>Indication of which bid was recommended/selected:</td>
</tr>
<tr>
<td>6b</td>
<td>If lowest bidder was not selected, a statement prepared by an attorney describing why the lowest bidder was not selected:</td>
</tr>
<tr>
<td>7</td>
<td>Statement by a registered professional engineer that the chosen Bidder received any and all addenda to the original bid documents:</td>
</tr>
<tr>
<td>8</td>
<td>A statement by a registered professional engineer that the bid documents reflect the project as approved by BPH and that the chosen bid contains every construction item necessary to complete the project and the Uniform Bidding Procedures were followed:</td>
</tr>
<tr>
<td>9</td>
<td>A title opinion by an attorney, which identifies the project and the contracts and which indicates that 100% of necessary titles, Easements and rights-of-way have been obtained or have received rights of entry for the same.</td>
</tr>
<tr>
<td>10</td>
<td>Copies of invoices to be paid at closing with signed resolution and expenditure schedule:</td>
</tr>
<tr>
<td></td>
<td>(10 days before closing)</td>
</tr>
<tr>
<td>11</td>
<td>Payment instructions for funds to be received at closing and on monthly draw basis thereafter 10 days before closing: (MUST BE WIRE TRANSFER)</td>
</tr>
<tr>
<td>12</td>
<td>An approved debt service schedule has been issued:</td>
</tr>
<tr>
<td>13</td>
<td>Documentation that all applicable procurement procedures set forth by State laws and rules will be followed:</td>
</tr>
<tr>
<td>14</td>
<td>Documentation that applicant has obtained user charges necessary to finance the project:</td>
</tr>
<tr>
<td>No.</td>
<td>Description</td>
</tr>
<tr>
<td>-----</td>
<td>------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>15</td>
<td>DBE Certification form signed:</td>
</tr>
<tr>
<td>15a</td>
<td>DBE Letter:</td>
</tr>
<tr>
<td>15b</td>
<td>DBE certified for each sub-contractor classification list:</td>
</tr>
<tr>
<td>15c</td>
<td>DBE Forms: (6100-3, 6100-4)</td>
</tr>
<tr>
<td>16</td>
<td>Cross Cutter Certifications: □ Owner □ Contractor</td>
</tr>
<tr>
<td>17</td>
<td>Certification regarding Debarment: □ Owner □ Contractor</td>
</tr>
<tr>
<td>18</td>
<td>Certification of Non-segregated Facilities:</td>
</tr>
<tr>
<td>19</td>
<td>Certification of Nondiscrimination in Employment:</td>
</tr>
<tr>
<td>20</td>
<td>Drug Free Affidavit:</td>
</tr>
<tr>
<td>21</td>
<td>Davis Bacon Certification:</td>
</tr>
<tr>
<td>22</td>
<td>Special Conditions:</td>
</tr>
<tr>
<td>23</td>
<td>Evidence of completion of active CCR registration:</td>
</tr>
<tr>
<td>24</td>
<td>Bank ABA Wiring Routing #: ___________ Account #: ___________</td>
</tr>
<tr>
<td>25</td>
<td>ACH Routing #: ___________ Account #: ___________</td>
</tr>
<tr>
<td>26</td>
<td>Certificate of EEO:</td>
</tr>
<tr>
<td>27</td>
<td>Other Comments:</td>
</tr>
</tbody>
</table>

Bureau for Public Health Reviewer   Title   Date
# SCHEDULE B - WATER PROJECT

## Final Total Cost of Project, Sources of Funding and Cost of Financing

<table>
<thead>
<tr>
<th>A. Cost of Project</th>
<th>TOTAL</th>
<th>DWTRF</th>
<th>SCBG</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Construction</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Contract No. 1 (Storage Tank)</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Contract No. 2 (Distribution Lines)</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Contract No. 3 (Water Treatment Plant)</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2. Engineering Fee</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Design</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Inspection</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Special Services</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>3. Legal</strong></td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>4. Administration</strong></td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>5. Sites and Other Lands</strong></td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>6. Contingency</strong></td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>7. Total of Lines 1 through 6</strong></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

## B. Cost of Financing

<table>
<thead>
<tr>
<th>B. Cost of Financing</th>
<th>TOTAL</th>
<th>DWTRF</th>
<th>SCBG</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>8. Other Costs</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Bond Counsel</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Accountant</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Registrar</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>9. Total Cost of Financing</strong></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Total Project Budget**

<table>
<thead>
<tr>
<th>TOTAL</th>
<th>DWTRF</th>
<th>SCBG</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

---

Governmental Agency: [Signature]

Consulting Engineering: [Signature]

Date: [Date]

Date: [Date]
THIS DRINKING WATER TREATMENT REVOLVING FUND LOAN AGREEMENT (the “Loan Agreement”), made and entered into in several counterparts, by and between the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY, a governmental instrumentality and body corporate of the State of West Virginia (the “Authority”), acting under the direction of the WEST VIRGINIA BUREAU FOR PUBLIC HEALTH, a division of the West Virginia Department of Health and Human Resources (the “BPH”), and the local entity designated below (the “Local Entity”).

_____________________________________ (_____W-_____) (Local Entity)

W I T N E S S E T H:

WHEREAS, the United States Congress under Section 1452 of the Safe Drinking Water Act, as amended (the “Safe Drinking Water Act”), has provided for capitalization grants to be awarded to states for the express purpose of establishing and maintaining drinking water treatment revolving funds for the construction, acquisition and improvement of drinking water systems;

WHEREAS, pursuant to the provisions of Chapter 16, Article 13C of the Code of West Virginia, 1931, as amended (the “Act”), the State of West Virginia (the “State”) has established a drinking water treatment revolving fund program (the “Program”) to direct the distribution of loans to eligible Local Entities pursuant to the Safe Drinking Water Act;

WHEREAS, under the Act the BPH 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 $66.468 (1998)) and BPH has been awarded capitalization grants to partially fund the Program;
WHEREAS, the Act establishes a permanent perpetual fund known as the “West Virginia Drinking Water Treatment Revolving Fund” (hereinafter the “Fund”), which fund is to be administered and managed by the Authority under the direction of the BPH;

WHEREAS, pursuant to the Act, the Authority and BPH are empowered to make loans from the Fund to Local Entities for the design, acquisition or construction of drinking water projects by such Local Entities, all subject to such provisions and limitations as are contained in the Safe Drinking Water Act and the Act;

WHEREAS, the Local Entity constitutes a local entity as defined by the Act;

WHEREAS, the Local Entity is included on the BPH State Project Priority List and the Intended Use Plan and has met BPH’s pre-application requirements for the Program;

WHEREAS, the Local Entity is authorized and empowered by the statutes of the State to acquire, construct, improve, operate and maintain a drinking water project and to finance the cost of acquisition and construction of the same by borrowing money to be evidenced by revenue bonds issued by the Local Entity;

WHEREAS, the Local Entity intends to construct, is constructing or has constructed such a drinking water project at the location and as more particularly described and set forth in the Application, as hereinafter defined (the “Project”);

WHEREAS, the Local Entity has completed and filed with the Authority and BPH an Application for a Construction Loan with attachments and exhibits and an Amended Application for a Construction Loan also with attachments and exhibits (together, as further revised and supplemented, the “Application”), which Application is incorporated herein by this reference; and

WHEREAS, having reviewed the Application and the Fund having available sufficient funds therefor, the Authority and BPH are willing to lend the Local Entity the amount set forth on Schedule X attached hereto and incorporated herein by reference, through the purchase of revenue bonds of the Local Entity with moneys held in the Fund, subject to the Local Entity’s satisfaction of certain legal and other requirements of the Program.
NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the Local Entity, BPH 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 entity,” and “project” have the definitions and meanings ascribed to them in the Act or in the DWTRF Regulations.

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

1.3 “Cross Cutter Authorities” means federal laws and authorities that apply by their terms to projects or activities receiving federal assistance.

1.4 “Loan” means the loan to be made by the Authority and BPH to the Local Entity through the purchase of Local Bonds, as hereinafter defined, pursuant to this Loan Agreement.

1.5 “Local Act” means the official action of the Local Entity required by Section 4.1 hereof, authorizing the Local Bonds.

1.6 “Local Bonds” means the revenue bonds to be issued by the Local Entity pursuant to the provisions of the Local Statute, as hereinafter defined, to evidence the Loan and to be purchased by the Authority with money held in the Fund, all in accordance with the provisions of this Loan Agreement.

1.7 “Local Statute” means the specific provisions of the Code of West Virginia, 1931, as amended, pursuant to which the Local Bonds are issued.

1.8 “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.
1.9 “Program” means the drinking water facility acquisition, construction and improvement program coordinated through the capitalization grants program established under the Safe Drinking Water Act and administered by BPH.

1.10 “Project” means the drinking water project hereinabove referred to, to be constructed or being constructed by the Local Entity in whole or in part with the net proceeds of the Local Bonds or being or having been constructed by the Local Entity 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 Local Bonds.

1.11 “DWTRF Regulations” means the regulations set forth in the West Virginia Code of State Regulations.

1.12 “System” means the drinking water system owned by the Local Entity, 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.

1.13 Additional terms and phrases are defined in this Loan Agreement as they are used.

ARTICLE II

The Project and the System

2.1 The Project shall generally consist of the design, construction and acquisition of the facilities described in the Application, to be, being or having been constructed in accordance with plans, specifications and designs prepared for the Local Entity by the Consulting Engineers, the BPH 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 Loan Agreement and the Local Act, the Local Entity 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 Entity 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 Entity, 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 BPH and the Authority.

2.4 The Local Entity agrees that the Authority and BPH 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 Entity further agrees that the Authority and BPH 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 BPH with respect to the System pursuant to the pertinent provisions of the Act.

2.5 The Local Entity shall keep complete and accurate records of the cost of acquiring the Project site and the costs of constructing, acquiring and installing the Project. The Local Entity shall permit the Authority and BPH, 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 Entity shall submit to the Authority and BPH 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 Loan or of any State and federal grants or other sources of financing for the Project.

2.6 The Local Entity agrees that it will permit the Authority and BPH and their respective agents to have access to the records of the Local Entity 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 Entity 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 Entity 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 BPH.
and shall verify or have verified such insurance prior to commencement of construction. Until the Project facilities are completed and accepted by the Local Entity, the Local Entity or (at the option of the Local Entity) 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 Entity, 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 Entity on or before the Date of Loan Closing, as hereinafter defined, and maintained so long as any of the Local Bonds are outstanding. Prior to commencing operation of the Project, the Local Entity must also obtain, and maintain so long as any of the Local Bonds are outstanding, business interruption insurance if available at a reasonable cost.

2.9 The Local Entity shall provide and maintain competent and adequate engineering services satisfactory to the Authority and BPH 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, BPH and the Local Entity 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 Entity shall require the Consulting Engineers to submit Recipient As-Built Plans, as defined in the DWTRF Regulations, to it within 60 days of the completion of the Project. The Local Entity shall notify BPH in writing of such receipt.

2.10 The Local Entity shall at all times provide operation and maintenance of the System in compliance with any and all State and federal standards. The Local Entity shall employ qualified operating personnel properly certified by the State. If the Local Entity is a newly established water system, the Local Entity must employ qualified operating personnel properly certified by the State before the Project is 50% complete and shall retain such a certified operator(s) to operate the System during the entire term of this Loan Agreement. The newly established Local Entity shall notify BPH in writing of the certified operator employed at the 50% completion stage.

2.11 The Local Entity hereby covenants and agrees to comply with all applicable federal and state statutes, rules and regulations, the applicable requirements of all Cross Cutter Authorities and all applicable local ordinances issued by the Authority.
BPH 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 Entity, 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 A and incorporated herein by reference, and forward a copy by the 10th of each month the Authority.]

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

2.14 The Local Entity shall serve the additional customers at the location(s) as set forth in Schedule X. The Local Entity shall not reduce the amount of additional customers served by the project without the prior written approval of the WDA Board. Following completion of the Project the Local Entity shall certify to the Authority the number of customers added to the System.

2.15 The Local Entity shall perform an annual maintenance audit which maintenance audit shall be submitted to the Authority and the Public Service Commission of West Virginia in the manner prescribed by and the guidelines established by the Authority and the PSC.

ARTICLE III

Conditions to Loan; Issuance of Local Bonds

3.1 The agreement of the Authority and BPH to make the Loan is subject to the Local Entity’s fulfillment, to the satisfaction of the Authority and BPH, of each and all of those certain conditions precedent on or before the delivery date for the Local Bonds, which shall be the date established pursuant to Section 3.4 hereof. Said conditions precedent are as follows:

(a) The Local Entity shall have delivered to BPH and the Authority a report listing the specific purposes for which the proceeds of the Loan will be expended;

(b) The Local Entity shall have performed and satisfied all of the terms and conditions to be performed and satisfied by it in this Loan Agreement;
(c) The Local Entity shall have authorized the issuance of and delivery to the Authority of the Local Bonds described in this Article III and in Article IV hereof;

(d) The Local Entity 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; provided, that, if the Loan will refund an interim construction financing, the Local Entity 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; and, in either case, the Authority and BPH shall have received a certificate of the Consulting Engineers to such effect, the form of which certificate is attached hereto as Exhibit C;

(e) The Local Entity 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 BPH shall have received a certificate of the Consulting Engineers to such effect;

(f) The Local Entity 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 BPH shall have received an opinion of counsel to the Local Entity, which may be local counsel to the Local Entity, bond counsel or special PSC counsel but must be satisfactory to the Authority and BPH, to such effect;

(g) The Local Entity shall have obtained any and all approvals for the issuance of the Local Bonds required by State law, and the Authority and BPH shall have received an opinion of counsel to the Local Entity, which may be local counsel to the Local Entity, bond counsel or special PSC counsel but must be satisfactory to the Authority and BPH, to such effect;

(h) The Local Entity 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 BPH shall have received an opinion of counsel to the Local Entity, which may be local
counsel to the Local Entity, bond counsel or special PSC counsel but must be satisfactory to the Authority and BPH, to such effect;

(i) Such rates and charges for the System shall be sufficient to comply with the provisions of Subsections 4.1(a) and 4.1(b)(ii) hereof, and the Authority and BPH shall have received a certificate of the accountant for the Local Entity, or such other person or firm experienced in the finances of local entities and satisfactory to the Authority and BPH, to such effect;

(j) The net proceeds of the Local Bonds, 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, and the Authority and BPH shall have received a certificate of the Consulting Engineers, or such other person or firm experienced in the financing of drinking water projects and satisfactory to the Authority and BPH, to such effect, such certificate to be in form and substance satisfactory to the Authority and BPH, and evidence satisfactory to the Authority and BPH of such irrevocably committed grants; and

(k) The Local Entity shall have obtained 100% of the titles, easements and rights-of-way, or shall have received rights-of-entry for the same and the Authority and BPH shall receive an opinion of counsel to the Local Entity, satisfactory to the Authority and BPH, to such effect.

3.2 Subject to the terms and provisions of this Loan Agreement, the rules and regulations promulgated by the BPH, including the DWTRF 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 Loan to the Local Entity and the Local Entity shall accept the Loan from the Authority, and in furtherance thereof it is agreed that the Local Entity shall sell to the Authority and the Authority shall make the Loan by purchasing the Local Bonds in the principal amount and at the price set forth in Schedule X hereof. The Local Bonds shall have such further terms and provisions as described in Article IV hereof.

3.3 The Loan shall be secured and shall be repaid in the manner hereinafter provided in this Loan Agreement.

3.4 The Local Bonds shall be delivered to the Authority, at the offices of the Authority, on a date designated by the Local Entity 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 Local Bonds shall be delivered to the Authority on a date as close as possible to the designated date and mutually agreeable to the Authority, BPH and the Local Entity. The date of delivery so designated or agreed upon is hereinafter referred to as the “Date of Loan Closing.” Notwithstanding the foregoing, the Date of Loan Closing shall in no event occur more than ninety (90) days after the date of execution of this Loan Agreement by the Authority.

3.5 The Local Entity understands and acknowledges that it is one of several local entities which have applied to the Authority and BPH for loans from the Fund to finance drinking water projects and that the obligation of the Authority to make any such loan is subject to the Local Entity’s fulfilling all of the terms and conditions of this Loan Agreement on or prior to the Date of Loan Closing and to the requirements of the Program. The Local Entity specifically recognizes that the Authority will not purchase the Local Bonds unless and until sufficient funds are available in the Fund to purchase all the Local Bonds and that, prior to execution of this Loan Agreement, the Authority may purchase the bonds of other local entities set out in the State Project Priority List, as defined in the DWTRF Regulations. The Local Entity further specifically recognizes that all loans will be originated in conjunction with the DWTRF Regulations and with the prior approval of BPH or such later date as is agreed to in writing by the BPH.

3.6 The Local Entity shall provide BPH with the appropriate documentation to comply with the special conditions regarding the special requirements established by federal and State regulations as set forth in Exhibit D attached hereto at such times as are set forth therein.

3.7 The Local Entity shall comply with the following conditions:
   (a) The Local Entity shall develop and implement an asset management plan in accordance with BPH guidelines and approved by BPH.
   (b) The Local Entity shall comply with Title 40 CFR Part 34, New Restrictions on Lobbying.
   (c) The Local Entity shall comply with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds $10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was $10,000 or more. RCRA Section 6002 requires that preference
be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

(d) The Local Entity shall comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons).” To the extent required by BPH, the Local Entity shall provide certifications as to compliance.

(e) The Local Entity shall comply with all requests for data related to the use of the funds provided under this agreement.

(f) The Local Entity shall allow any appropriate representative of the Office of US Inspector General to (1) examine its records relating to the Project and this Agreement and (2) interview any officer or employee of the Local Entity.

(g) The Local Entity must promptly refer to EPA’s Inspector General any credible evidence that a principal, employee, agent, sub-grantee contractor, subcontractor, loan recipient, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Agreement.

(h) The Local Entity shall not use funds for particular activities for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

(i) The Local Entity 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 31 of title 40, United States Code. The Local Entity must require that contractors and subcontractors obtain wage determinations from DOL and comply with DOL guidance and regulations implementing wage rate requirements.

(j) Pursuant to 40 CFR, Section 33.301, the Local Entity agrees to make Disadvantage Business Enterprise (DBE) good faith efforts whenever procuring construction, equipment, services and supplies, and to require that prime contractors also comply. The Local Entity shall provide BPH with DBE participation reports semi-annually.
(k) The Local Entity shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements. The Local Entity shall also comply with Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and Local Entities, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

ARTICLE IV

Local Bonds; Security for Loan;
Repayment of Loan; Interest on Loan;
Fees and Charges

4.1 The Local Entity shall, as one of the conditions of the Authority and BPH to make the Loan, authorize the issuance of and issue the Local Bonds pursuant to an official action of the Local Entity in accordance with the Local Statute, which shall, as adopted or enacted, contain provisions and covenants in substantially the form as follows:

(a) That the gross revenues of the System shall always be used for purposes of the System. Such gross revenues will be used monthly, in the order of priority listed below:

(i) to pay Operating Expenses of the System;

(ii) to the extent not otherwise limited by any outstanding loan resolution, indenture or other act or document and beginning on the date set forth in Schedule X, to provide debt service on the Local Bonds by depositing in a sinking fund one-third (1/3) of the interest payment next coming due on the Local Bonds and one-third (1/3) of the principal payment next coming due on the Local Bonds and, beginning three (3) months prior to the first date of payment of principal of the Local Bonds, if the reserve account for the Local Bonds (the “Reserve Account”) was not funded from proceeds of the Local Bonds or otherwise concurrently with the issuance thereof in an amount equal to the maximum amount of principal and interest which will come due on the Local Bonds in the then current or any succeeding year (the “Reserve Requirement”), by depositing in the Reserve Account an amount not less than one-twelfth (1/12) of one-tenth (1/10) of the Reserve Requirement or, if the Reserve Account has been so
funded (whether by Local Bond proceeds, monthly deposits or otherwise), any amount necessary to maintain the Reserve Account at the Reserve Requirement;

(iii) to create a renewal and replacement, or similar, fund in an amount equal to two and one-half percent (2-1/2%) of the gross revenues from the System, exclusive of any payments into the Reserve Account, for the purpose of improving or making emergency repairs or replacements to the System or eliminating any deficiencies in the Reserve Account; and

(iv) for other legal purposes of the System, including payment of debt service on other obligations junior, subordinate and inferior to the Local Bonds.

Provided that if the Local Entity has existing outstanding indebtedness which has greater coverage or renewal and replacement fund requirements, then the greater requirements will prevail until said existing indebtedness is paid in full.

(b) Covenants substantially as follows:

(i) That the Local Bonds shall be secured by a pledge of either the gross or net revenues, as applicable, of the System as provided in the Local Act;

(ii) That the schedule of rates or charges for the services of the System shall be sufficient to provide funds which, along with other revenues of the System, will pay all Operating Expenses and leave a balance each year equal to at least one hundred fifteen percent (115%) of the maximum amount required in any year for debt service on the Local Bonds and all other obligations secured by a lien on or payable from the revenues of the System prior to or on a parity with the Local Bonds or, if the Reserve Account is funded (whether by Local Bond proceeds, monthly deposits or otherwise) at an amount equal to the Reserve Requirement and any reserve account for any such prior or parity obligations is funded at least at the requirement therefor, equal to at least one hundred ten percent (110%) of the maximum amount required in any year for debt service on the Local Bonds and any such prior or parity obligations;

(iii) That the Local Entity will complete the Project and operate and maintain the System in good condition;

(iv) That, except as otherwise required by State law or the DWTRF Regulations, the System may not be sold, mortgaged, leased or otherwise disposed of, except as a whole, or substantially as a whole, and only if the net proceeds to
be realized from such sale, mortgage, lease or other disposition shall be sufficient to fully pay all of the Local Bonds outstanding and further provided that portions of the System when no longer required for the ongoing operation of the System as evidenced by certificates from the Consulting Engineer, may be disposed of with such restrictions as are normally contained in such covenants;

(v) That the Local Entity shall not issue any other obligations payable from the revenues of the System which rank prior to, or equally, as to lien and security with the Local Bonds, except parity bonds which shall only be issued if net revenues of the System prior to issuance of such parity bonds, plus reasonably projected revenues from rate increases and the improvements to be financed by such parity bonds, shall not be less than one hundred fifteen percent (115%) of the maximum debt service in any succeeding year on all Local Bonds and parity bonds theretofore and then being issued and on any obligations secured by a lien on or payable from the revenues of the System prior to the Local Bonds and with the prior written consent of the Authority;

(vi) That the Local Entity will carry such insurance as is customarily carried with respect to works and properties similar to the System, including those specified by Section 2.8 hereof;

(vii) That the Local Entity will not render any free services of the System;

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

(ix) 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;

(x) That, to the extent legally allowable, the Local Entity will not grant any franchise to provide any services which would compete with the System;
(xi) That the Local Entity shall annually, within six months of the end of the fiscal year, 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. If the Local Entity receives $500,000 or more (in any combination of federal funds) in a fiscal year, the audit shall be obtained in accordance with the Single Audit Act (as amended from time to time) and the applicable OMB Circular (or any successor thereto). Financial statement audits are required once all funds have been received by the Local Entity. The audit 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 Entity’s revenues are adequate to meet its Operating Expenses and debt service and reserve requirements;

(xii) That the Local Entity 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 within 30 days of adoption thereof;

(xiii) 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;

(xiv) That the proceeds of the Local Bonds, advanced from time to time, except for accrued interest and capitalized interest, if any, must (a) be deposited in a construction fund, which, except as otherwise agreed to in writing by the Authority, shall be held separate and apart from all other funds of the Local Entity and on which the owners of the Local Bonds shall have a lien until such proceeds are applied to the construction of the Project (including the repayment of any incidental interim financing) and/or (b) be used to pay (or redeem) bond anticipation notes or other interim funding of such Local Entity, the proceeds of which were used to finance the construction of the Project; provided that, with the prior written consent of the BPH, the proceeds of the Local Bonds may be used to fund all or a portion of the Reserve Account, on which the owner of the Local Bonds shall have a lien as provided herein;

(xv) That, as long as the Authority is the owner of any of the Local Bonds, the Local Entity may authorize redemption of the Local Bonds with 30 days written notice to BPH and the Authority;

(xvi) That the West Virginia Municipal Bond Commission (the “Commission”) shall serve as paying agent for all Local Bonds;
(xvii) That the Local Entity shall on the first day of each month (if the first day is not a business day, then the first business day of each month) deposit with the Commission the required interest, principal and reserve account payment. The Local Entity shall complete the Monthly Payment Form, attached hereto as Exhibit E and incorporated herein by reference, and submit a copy of said form along with a copy of the check or electronic transfer to the Authority by the 5th day of such calendar month. The Local Entity shall make monthly payments to the Commission by electronic transfer;

(xviii) That, if required by the Authority and BPH and, unless it qualifies for an exception to the provisions of Section 148 of the Internal Revenue Code of 1986, as amended, which exception shall be set forth in an opinion of bond counsel, the Local Entity will furnish to the Authority, annually, at such time as it is required to perform its rebate calculations under the Internal Revenue Code of 1986, as amended, a certificate with respect to its rebate calculations and, at any time, any additional information requested by the Authority;

(xix) That the Local Entity 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 BPH, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the Authority and BPH 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;

(xx) That the Local Entity shall, to the full extent permitted by applicable law and the rules and regulations of the PSC, terminate its services to any customer of the System who is delinquent in payment of charges for services provided by the System and will not restore such services until all delinquent charges for the services of the System have been fully paid; and

(xxi) That the Local Entity shall submit all proposed change orders to the BPH for written approval. The Local Entity shall obtain the written approval of the BPH before expending any proceeds of the Local Bonds held in “contingency” as set forth in the final Schedule A attached to the certificate of the Consulting Engineer. The Local Entity shall obtain the written approval of the BPH before expending any proceeds of the Local Bonds available due to bid/construction/project underruns.
The Local Entity hereby represents and warrants that the Local Act has been or shall be duly adopted or enacted in compliance with all necessary corporate and other action and in accordance with applicable provisions of law. All legal matters incident to the authorization, issuance, validity, sale and delivery of the Local Bonds shall be approved without qualification by nationally recognized bond counsel acceptable to the Authority in substantially the form of legal opinion attached hereto as Exhibit F.

4.2 The Loan shall be secured by the pledge and assignment by the Local Entity, as effected by the Local Act, of the fees, charges and other revenues of the Local Entity from the System.

4.3 At least two and one-half percent (2½%) of the proceeds of the Local Bonds will be advanced on the Date of Loan Closing. The remaining proceeds of the Local Bonds shall be advanced by the Authority monthly as required by the Local Entity to pay Costs of the Project, provided, however, if the proceeds of the Local Bonds will be used to repay an interim financing, the proceeds will be advanced on a schedule mutually agreeable to the Local Entity, the BPH and the Authority. The Local Bonds shall not bear interest during the construction period but interest shall commence accruing on the completion date as defined in the DWTRF Regulations, provided that the annual repayment of principal and payment of interest shall begin not later than one (1) year after the completion date. The repayment of principal and interest on the Local Bonds shall be as set forth on Schedule Y hereto. In no event shall the interest rate on or the net interest cost of the Local Bonds exceed any statutory limitation with regard thereto.

4.4 The Local Bonds shall be delivered to the Authority in fully registered form, transferable and exchangeable as provided in the Local Act at the expense of the Local Entity. Anything to the contrary herein notwithstanding, the Local Bonds may be issued in one or more series.

4.5 As provided by the DWTRF Regulations, the Local Entity agrees to pay from time to time, if required by the Authority and BPH, the Local Entity’s allocable share of the reasonable administrative expenses of the BPH and the Authority relating to the Program. Such administrative expenses shall be determined by the BPH and the Authority and shall include, without limitation, Program expenses, legal fees paid by the BPH and the Authority and fees paid for any bonds or notes to be issued by the Authority for contribution to the Fund.

4.6 The obligation of the Authority to make any loans shall be conditioned upon the availability of moneys in the Fund in such amount and on such
terms and conditions as, in the sole judgment of the Authority, will enable it to make the Loan.

ARTICLE V

Certain Covenants of the Local Entity;
Imposition and Collection of User Charges;
Payments To Be Made by
Local Entity to the Authority

5.1 The Local Entity hereby irrevocably covenants and agrees to comply with all of the terms, conditions and requirements of this Loan Agreement and the Local Act. The Local Entity hereby further irrevocably covenants and agrees that, as one of the conditions of the Authority to make the Loan, it has fixed and collected, or will fix and collect, the rates, fees and other charges for the use of the System and will take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Local Act and in compliance with the provisions of Subsections 4.1(a) and 4.1(b)(ii) hereof.

5.2 In the event, for any reason, the schedule of rates, fees and charges initially established for the System in connection with the Local Bonds shall prove to be insufficient to produce the required sums set forth in the Local Act and this Loan Agreement, the Local Entity hereby covenants and agrees that it will, to the extent or in the manner authorized by law, immediately adjust and increase such schedule of rates, fees and charges (or where applicable, immediately file with the PSC for a rate increase) and take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Local Act and this Loan Agreement.

5.3 In the event the Local Entity defaults in any payment due to the Authority pursuant to this Loan Agreement, the amount of such default shall bear interest at the interest rate of the installment of the Loan next due, from the date of the default until the date of the payment thereof.

5.4 The Local Entity hereby irrevocably covenants and agrees with the Authority that, in the event of any default hereunder by the Local Entity, the Authority may exercise any or all of the rights and powers granted under Section 5 of the Act, including, without limitation, the right to impose, enforce and collect charges of the System.
ARTICLE VI

Other Agreements of the Local Entity

6.1 The Local Entity hereby acknowledges to the Authority and BPH its understanding of the provisions of the Act, vesting in the Authority and BPH certain powers, rights and privileges with respect to drinking water projects in the event of default by local entities in the terms and covenants of this Loan Agreement, and the Local Entity hereby covenants and agrees that, if the Authority should hereafter have recourse to said rights and powers, the Local Entity 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 Loan Agreement.

6.2 The Local Entity hereby warrants and represents that all information provided to the Authority and BPH in this Loan Agreement, in the Application or in any other application or documentation with respect to financing the Project was at the time, and now is, true, correct and complete, and such information does not omit any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. Prior to the Authority’s making the Loan and receiving the Local Bonds, the Authority and BPH shall have the right to cancel all or any of their obligations under this Loan Agreement if (a) any representation made to the Authority and BPH by the Local Entity in connection with the Loan shall be incorrect or incomplete in any material respect or (b) the Local Entity has violated any commitment made by it in its Application or in any supporting documentation or has violated any of the terms of the Act, the DWTRF Regulations or this Loan Agreement.

6.3 The Local Entity hereby agrees to repay on or prior to the Date of Loan Closing any moneys due and owing by it to the Authority or any other lender for the planning or design of the Project, provided that such repayment shall not be made from the proceeds of the Loan.

6.4 The Local Entity hereby covenants that, if required by the Authority, it will rebate any amounts required by Section 148 of the Internal Revenue Code of 1986, as amended, and will take all steps necessary to make any such rebates. In the event the Local Entity fails to make any such rebates as required, then the Local Entity shall pay any and all penalties, obtain a waiver from the Internal Revenue Service and take any other actions necessary or desirable to preserve the exclusion from gross income for federal income tax purposes of interest on the Local Bonds.
6.5 Notwithstanding Section 6.4, the Authority may at any time, in their sole discretion, cause the rebate calculations prepared by or on behalf of the Local Entity to be monitored or cause the rebate calculations for the Local Entity to be prepared, in either case at the expense of the Local Entity.

6.6 The Local Entity hereby agrees to give the Authority prior written notice of the issuance by it of any other obligations to be used for the System, payable from the revenues of the System or from any grants for the Project or otherwise related to the Project or the System.

6.7 The Local Entity hereby agrees to file with the Authority upon completion of acquisition and construction of the Project a schedule setting forth the actual costs of the Project and sources of funds.

ARTICLE VII

Miscellaneous

7.1 Schedules X and Y shall be attached to this Loan Agreement by the Authority as soon as practicable after the Date of Loan Closing is established and shall be approved by an official action of the Local Entity supplementing the Local Act, a certified copy of which official action shall be submitted to the Authority.

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

7.3 This Loan 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 Loan Agreement.

7.4 No waiver by any party of any term or condition of this Loan 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 Loan Agreement.
7.5 This Loan Agreement supersedes all prior negotiations, representations and agreements between the parties hereto relating to the Loan and constitutes the entire agreement between the parties hereto in respect thereof.

7.6 By execution and delivery of this Loan Agreement, notwithstanding the date hereof, the Local Entity specifically recognizes that it is hereby agreeing to sell its Local Bonds to the Authority and that such obligation may be specifically enforced or subject to a similar equitable remedy by the Authority.

7.7 This Loan Agreement shall terminate upon the earlier of:

(i) written notice of termination to the Local Entity from either the Authority or BPH;

(ii) the end of ninety (90) days after the date of execution hereof by the Authority or such later date as is agreed to in writing by the BPH if the Local Entity has failed to deliver the Local Bonds to the Authority;

(iii) termination by the Authority and BPH pursuant to Section 6.2 hereof; or

(iv) payment in full of the principal of and interest on the Loan and of any fees and charges owed by the Local Entity to the Authority or BPH.

In the event funds are not available to make all of the Loan, the responsibility of the Authority and BPH to make all the Loan is terminated; provided further that the obligation of the Local Entity to repay the outstanding amount of the Loan made by the Authority and BPH is not terminated due to such non-funding on any balance of the Loan. The BPH agrees to use its best efforts to have the amount contemplated under this Loan Agreement included in its budget. Non-funding of the Loan shall not be considered an event of default under this Loan Agreement.
IN WITNESS WHEREOF, the parties hereto have caused this Loan Agreement to be executed by their respective duly authorized officers as of the date executed below by the Authority.

____________________________________
(SEAL)     By:  ______________________________
Its:  ________________
Attest:      Date:  ________________

________________________________
Its:  ________________

WEST VIRGINIA WATER
DEVELOPMENT AUTHORITY

(SEAL)     By:  ______________________________
Its:  Executive Director
Attest:      Date:  ________________

________________________________
Its:  Secretary-Treasurer
EXHIBIT A

MONTHLY FINANCIAL REPORT

Name of Local Entity ________________________________________________________
Name of Bond Issue(s)_______________________________________________________
Type of Project ________________________Water________________________Wastewater
Fiscal Year ____________________________Report Month______________________

Name of Person Completing Form

Address

Telephone

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<td>Infrastructure Fund</td>
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<td>Other</td>
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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 Entity 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 Entity 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 Entity.

The Local Entity must complete the Monthly Financial Report and forward it to the Water Development Authority by the 10th day of each month, commencing on the date contracts are executed for the acquisition or construction of the Project and for two years following the completion of acquisition or construction of the Project.
EXHIBIT B

PAYMENT REQUISITION FORM
FORM OF CERTIFICATE OF CONSULTING ENGINEER

(Issuer)

(Name of Bonds)

I, ______________________, Registered Professional Engineer, West Virginia License No.______, of _____________________________ Consulting Engineers, ___________________, _______________________, hereby certify as follows:

1. My firm is engineer for the acquisition and construction of ______________________ to the ______________________ system (the “Project”) of ___________________________ (the “Issuer”), to be constructed primarily in __________________________County, West Virginia, which acquisition and construction are being permanently financed in part by the above-captioned bonds (the “Bonds”) of the Issuer. Capitalized words used herein and not defined herein shall have the same meaning set forth in the ______________ adopted or enacted by the Issuer on ______________, and the Loan Agreement by and between the Issuer and the West Virginia Water Development Authority (the “Authority”), on behalf of the West Virginia Bureau for Public Health (the “BPH”), dated ______________.

2. The Bonds are being issued for the purposes of (i) ____________________________________________________________, and (ii) paying certain issuance and other costs in connection therewith.

3. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Project, the Project will be constructed in general accordance with the approved plans, specifications and designs prepared by my firm and approved by BPH and any change orders approved by the Issuer, BPH and all necessary governmental bodies; (ii) 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; (iii) 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 B attached hereto as Exhibit A, and my firm has ascertained that all successful bidders have made required provisions

If another responsible party, such as the Issuer’s attorney, reviews the insurance and payment bonds, then
insert the following: [and in reliance upon the opinion of ___________, Esq.] and delete __my firm has ascertained that__.

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

for all insurance and payment and performance bonds and that such insurance policies or binders and such bonds have been verified for accuracy; (iv) the successful bidders received any and all addenda to the original bid documents; (v) the bid documents relating to the Project reflect the Project as approved by the BPH and the bid forms provided to the bidders contain all critical operational components of the Project; (vi) the successful bids include prices for every item on such bid forms; (vii) the uniform bid procedures were followed; (viii) 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; (ix) as of the effective date thereof, the rates and charges for the System as adopted by the Issuer will be sufficient to comply with the provisions of the Loan Agreement; (x) the net proceeds of the Bonds, together with all other moneys on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants, if any, irrevocably committed therefor, are sufficient to pay the costs of acquisition and construction of the Project approved by BPH; and (xi) attached hereto as Exhibit A is the final amended “Schedule B - Total Cost of Project; Sources of Funds and Cost of Financing” for the Project.

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

[SEAL]

By:

____________________________________

West Virginia License No. __________
EXHIBIT D

SPECIAL CONDITIONS

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

B. EXHIBIT D-1 – The Local Entity shall complete the form attached as Exhibit D-1 and submit to the BPH prior to the Closing.
EXHIBIT E

MONTHLY PAYMENT FORM

West Virginia Water Development Authority
180 Association Drive
Charleston, WV 25311

Re: [Name of bond issue]

Ladies and Gentlemen:

The following deposits were made to the West Virginia Municipal Bond Commission

on behalf of ____________________________ on ______________.

[Local Entity] [Date]

Sinking Fund:

Interest $____________

Principal $____________

Total: $____________

Reserve Account: $____________

Witness my signature this ___ day of _____________________.

_________________________________
[Name of Local Entity]

By: _______________________________________

[Authorized Officer]

Enclosure: wire transfer form
We are bond counsel to __________________(the “Local Entity”), a _____________________________________.

We have examined a certified copy of proceedings and other papers relating to the authorization of a (i) loan agreement dated _____________, including all schedules and exhibits attached thereto (the “Loan Agreement”), between the Local Entity and the West Virginia Water Development Authority (the “Authority”), on behalf of the West Virginia Bureau for Public Health (the “BPH”), and (ii) the issue of a series of revenue bonds of the Local Entity, dated __________ (the “Local Bonds”), to be purchased by the Authority in accordance with the provisions of the Loan Agreement. The Local Bonds are issued in the principal amount of $______________, in the form of one bond, registered as to principal and interest to the Authority, with principal and interest payable quarterly on March 1, June 1, September 1, and December 1 of each year, beginning __________, and ending _________, all as set forth in the “Schedule Y” attached to the Loan Agreement and incorporated in and made a part of the Local Bonds.

The Local Bonds are issued for the purposes of (i) ________________, and (ii) paying certain issuance and other costs in connection therewith.

We have also examined the applicable provisions of __________________ of the Code of West Virginia, 1931, as amended (the “Local Statute”), and the bond ________ duly adopted or enacted by the Local Entity on _______________, as supplemented by the supplemental resolution duly adopted by the Local Entity on _____________ (collectively, the “Local Act”), pursuant to and under which Local Statute and Local Act the Local Bonds are authorized and issued, and the Loan
Agreement has been undertaken. The Local Bonds are subject to redemption prior to maturity to the extent, at the time, under the conditions and subject to the limitations set forth in the Local Act and the Loan Agreement.

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 Loan Agreement has been duly authorized by and executed on behalf of the Local Entity and is a valid and binding special obligation of the Local Entity, enforceable in accordance with the terms thereof.

2. The Loan Agreement inures to the benefit of the Authority and the BPH and cannot be amended so as to affect adversely the rights of the Authority or the BPH or diminish the obligations of the Local Entity without the consent of the Authority and the BPH.

3. The Local Entity 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 issue and sell the Local Bonds, all under the Local Statute and other applicable provisions of law.

4. The Local Act and all other necessary orders and resolutions have been legally and effectively adopted or enacted by the Local Entity and constitute valid and binding obligations of the Local Entity, enforceable against the Local Entity 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 Loan Agreement.

5. The Local Bonds have been duly authorized, issued, executed and delivered by the Local Entity to the Authority and are valid, legally enforceable and binding special obligations of the Local Entity, payable from the gross or net revenues of the System set forth in the Local Act and secured by a first lien on and pledge of the gross or net revenues of the System, all in accordance with the terms of the Local Bonds and the Local Act.

6. The Local Bonds are, by statute, exempt __________, and under existing statutes and court decisions of the United States of America, as presently written and applied, the interest on the Local Bonds is excludable from the gross income of the recipients thereof for federal income tax purposes.

No opinion is given herein as to the effect upon enforceability of the Local Bonds of bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors’ rights or in the exercise of judicial discretion in appropriate cases.
We have examined executed and authenticated Local Bond numbered R-1, and in our opinion the form of said bond and its execution and authentication are regular and proper.

Very truly yours,
DESCRIPTION OF LOCAL BONDS

Principal Amount of Local Bonds  $_________________
Purchase Price of Local Bonds  $_________________

The Local Bonds shall bear no interest. Commencing ________________, principal of the Local Bonds is payable quarterly, with an administrative fee of _____%. Quarterly payments will be made on March 1, June 1, September 1 and December 1 of each year as set forth on the Schedule Y attached hereto and incorporated herein by reference.

The Local Entity shall submit its payments monthly to the Commission with instructions that the Commission will make quarterly payments to the Authority at such address as is given to the Commission in writing by the Authority. If the Reserve Account is not fully funded at closing, the Local Entity shall commence the payment of the 1/120 of the maximum annual debt service on the first day of the month it makes its first monthly payment to the Commission. The Local Entity shall instruct the Commission to notify the Authority of any monthly payments which are not received by the 20th day of the month in which the payment was due.

The Local Bonds are fully registered in the name of the Authority as to principal and interest, if any, and the Local Bonds shall grant the Authority a first lien on the gross or net revenues of the Local Entity’s system as provided in the Local Act.

The Local Entity may prepay the Local Bonds in full at any time at the price of par upon 30 days’ written notice to the Authority and BPH. The Local Entity shall request approval from the Authority and BPH in writing of any proposed debt which will be issued by the Local Entity on a parity with the Local Bonds which request must be filed at least 60 days prior to the intended date of issuance.

As of the date of the Loan Agreement, the Local Bonds are on a parity as to liens, pledge and source of and security for payment with the following obligations of the Local Entity:
__________________________________________________

Number of New Customers To Be Served: _________________
Location: ________________________________________
SCHEDULE Y
DEBT SERVICE SCHEDULE
## BOND REQUIREMENTS FOR DWTRF LOAN RECIPIENTS

<table>
<thead>
<tr>
<th>Loan Recipient/Project No.:</th>
<th>Loan Closing Date:</th>
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<tr>
<th></th>
<th><strong>1. AS BUILT PLANS</strong></th>
<th>Consulting engineers to provide as built plans within 60 days of completion of project to the loan recipient (Entity) and receipt of the plan in writing shall be forwarded to the Bureau for Public Health (BPH).</th>
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<tr>
<td></td>
<td><strong>2. O&amp;M MANUAL</strong></td>
<td>Entity shall require the Consulting Engineers to submit the final Operation and Maintenance Manual when the project is at 90% Completion. Notify BPH in writing when complete.</td>
</tr>
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<td><strong>3. CERTIFIED OPERATORS</strong></td>
<td>Entity shall notify BPH in writing of all certified operators (including certification dates) at 50% completion stage.</td>
</tr>
<tr>
<td></td>
<td><strong>4. EXHIBIT A- MONTHLY FINANCIAL REPORTS</strong></td>
<td>Monthly financial reports shall be submitted by the 10th of each month to BPH (reporting begins from the executed date of contract to 2 years following the completion of construction).</td>
</tr>
<tr>
<td></td>
<td><strong>5. CERTIFY # OF CUSTOMERS</strong></td>
<td>Entity shall serve the additional customers, if any, at the location(s) as set forth in Schedule X. The Local Entity shall not reduce the number of additional customers served by the project without the prior written approval of the Water Development Authority (WDA). Following completion of the Project the Local Entity shall certify to the Authority the number of customers added to the System. Notify BPH in writing when complete.</td>
</tr>
<tr>
<td></td>
<td><strong>6. ANNUAL MAINTENANCE AUDIT</strong></td>
<td>Entity shall perform/submit an annual maintenance audit to WDA and PSC as required by state law.</td>
</tr>
<tr>
<td></td>
<td><strong>7. AUDIT REPORTS</strong></td>
<td>Entity shall submit an audit report by a certified public accountant or state auditor within six months of the end of the fiscal year to BPH. A water utility that receives $500,000 or more (in federal funds) in a fiscal year must obtain audits in accordance with the Single Audit Act and the applicable OMB Circular or any successor thereto. Financial statement audits are required once all funds have been received by the Local Entity. The entity shall annually within six months of the end of the fiscal year submit the audit report to BPH and WDA.</td>
</tr>
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<td><strong>8. ANNUAL BUDGET</strong></td>
<td>Entity shall submit an annual budget to BPH within 30 days of adoption.</td>
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<td><strong>9. PUBLICS RELEASE REQ</strong></td>
<td>Entity agrees to include, when issuing statements, press releases, requests for proposals, bid solicitations, groundbreaking or project dedication program documents and other documents describing projects or programs funded in whole or in part with federal money, (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.</td>
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<td><strong>10. ASSET MANAGEMENT</strong></td>
<td>Entity shall develop and implement an asset management plan in accordance with guidelines issued by BPH and as approved by BPH according to the Asset Management Checklist Schedule.</td>
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<tr>
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<td><strong>11. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REPORTS</strong></td>
<td>Entity shall submit Quarterly DBE forms to BPH until substantial completion. 1st Quarter = October 1 – December 31; 2nd Quarter = January 1 – March 31; 3rd Quarter = April 1 – June 30; and 4th Quarter = July 1 – September 30. Reports are due within 20 days after the end of the quarter.</td>
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<td><strong>12. INTERVIEW FORMS CERTIFIED PAYROLL SIGN PICTURE VERIFY WAGE RATES</strong></td>
<td>DAVIS BACON - Interview forms (initial two weeks, quarterly, and final two weeks), certified payroll sent with interview forms, sign and poster pictures, verification spot check of wage determinations.</td>
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<td><strong>13. INITIATE LOAN REPAYMENTS</strong></td>
<td>The Municipal Bond Commission will begin monthly sweeps from your bank account in the amount of $____________ beginning the first day in _____________ 2012.</td>
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<tr>
<th>Responsible Water System Representative Signature</th>
<th>Date</th>
<th>Printed Name</th>
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<th>Project Administrator Signature</th>
<th>Date</th>
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It has been a pleasure working with the [Entity] (the "Issuer") on the closing of the above-captioned bonds (the "Bonds"), dated [date] (the "Closing Date"). As part of its obligation in connection with the Bonds, the Issuer is required by the Loan Agreement by and between the Issuer and the West Virginia Water Development Authority (the “Authority”), on behalf of the West Virginia Bureau for Public Health (the “BPH”), dated [date] (the “Loan Agreement”), to provide the Authority and the BPH with the following items and information:

1. Monthly Financial Report, the form of which is found in Exhibit A in the Loan Agreement, by the 10th day of each month, commencing on the date contracts are executed for the construction of the Project and for two years following the completion of the Project.

2. Monthly Payment Form, the form of which is found in Exhibit E in the Loan Agreement, by the 5th day of each month, together with a copy of the check or electronic transfer. The Loan Agreement requires the Issuer to make the following payments in connection with the Bonds:
(a) The Issuer is required to remit to the West Virginia Municipal Bond Commission (the “Commission”), on the first day of each month, for deposit in the Sinking Fund, the required interest (if any) and principal payments set forth in the debt service schedule attached to the Bonds and the Loan Agreement.

(b) If the Reserve Account was not fully funded at closing, the Issuer is required to remit to the Commission, on the first day of each month, for deposit in the Reserve Account, an amount equal to 1/12th of 1/10th of the reserve requirement, which reserve requirement is equal to the maximum amount of principal and interest (if any) which will come due on the Bonds in any year. [If you have any questions regarding your monthly payments, please the call the Commission at (304) 558-3971.]

(c) The Issuer is also required to remit to the Depository Bank, each month, for deposit in the Renewal and Replacement Fund, an amount equal to 2½% of its Gross Revenues from the System, exclusive of any payments into the Reserve Account.

3. **Annual Audit** of the Issuer’s System by an independent certified public accountant within six months of the end of the fiscal year. Such audit report shall include a statement that the Issuer is in compliance with the terms and provisions of the Local Act and the Loan Agreement and that the Issuer’s revenues are adequate to meet its operating expenses and debt service and reserve requirements. If required, the audit must comply with the applicable OMB Circular and the Single Audit Act. The Issuer shall provide the Authority with annual financial information and such other information as is necessary for the Authority to meet its ongoing disclosure requirements.

4. **Annual Budget** of estimated revenues and expenditures for operation and maintenance of the System for the succeeding fiscal year shall be adopted at least 45 days preceding the beginning of each fiscal year. The Issuer shall provide a copy of such budget to the Authority and the BPH within 30 days of adoption thereof.

5. **Certificate of Insurance** annually, when renewed. The Loan Agreement requires the Issuer to carry property insurance, liability insurance, workers’ compensation coverage, flood insurance and business interruption insurance.
6. **Notice of Additional Bonds** to be issued by the Issuer, at least 60 days prior to issuance thereof. If the Issuer plans to issue additional parity bonds, it must provide the Authority with a certificate from a certified public accountant stating that the 115% coverage and parity requirements of the Loan Agreement have been met. The Issuer must obtain the written consent of the Authority prior to the issuance of any parity bonds or the redemption of the Bonds.

7. **Annual Rebate Calculations**, if required, within 15 days following the end of each Bond Year or a certificate of the Issuer stating that it is exempt from the rebate provisions of the Internal Revenue Code and that no event has occurred to its knowledge during the Bond Year which would make the Bonds subject to rebate. The Issuer shall furnish the Authority such information with respect to the earnings on all funds constituting “gross proceeds” of the Bonds. This requirement does not apply to zero-percent interest Bonds.

8. **Final Schedule**, setting forth the actual costs of the Project and the sources of funds therefor, upon completion of the Project.

For your convenience, enclosed is a summary of the requirements described above. All capitalized terms used herein and not defined herein shall have the same meaning as set forth in the Loan Agreement, a copy of which is also enclosed. Thank you for your cooperation in this matter.

WDA - SECRETARY/TREASURER

Enclosures
## DWTRF SUMMARY OF LOAN AGREEMENT REQUIREMENTS

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Submission Date</th>
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<tbody>
<tr>
<td>1. Financial Report (Exhibit A)*</td>
<td>Monthly By the 10th of each month</td>
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<tr>
<td>2. Payment Form or Sweep Account</td>
<td>Monthly By the 5th of each month</td>
</tr>
<tr>
<td>a. Municipal Bond Commission - Payment of principal, interest (if any), reserve requirement and Administrative Fee (if any)</td>
<td>Monthly By the 1st of each month</td>
</tr>
<tr>
<td>b. Depository Bank - Deposit of 2.5% of Gross Revenues, exclusive of any payments into the Reserve Account, in R&amp;R Fund</td>
<td>Monthly By the 1st of each month</td>
</tr>
<tr>
<td>3. Audit</td>
<td>Yearly Within six months of the end of the fiscal year</td>
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<tr>
<td>4. Budget *</td>
<td>Yearly Within 30 days of adoption</td>
</tr>
<tr>
<td>5. Certificate of Insurance</td>
<td>Yearly Upon renewal</td>
</tr>
<tr>
<td>6. Notice of Additional Bonds</td>
<td>Yearly 60 days prior to issuance</td>
</tr>
<tr>
<td>7. Rebate Calculations (if required)</td>
<td>Yearly Within 15 days after the end of each bond year</td>
</tr>
<tr>
<td>8. Substantial Completion Notice</td>
<td>Yearly At the end of construction</td>
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</tbody>
</table>

Other than payments to the Municipal Bond Commission and the Depository Bank, please mail all 8 items to:

**Water Development Authority**  
1009 Bullitt Street  
Charleston, WV 25301

**Drinking Water Treatment Revolving Fund**  
West Virginia Bureau for Public Health  
350 Capitol St., Room 313  
Charleston, WV 25301-3713

* May be filed electronically via the WDA’s website (www.wvwda.org).
# BOND REQUIREMENTS FOR DWTRF LOAN Recipients

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<th>Loan Recipient/Project No.:</th>
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| 1 | AS BUILT PLANS | Consulting engineers to provide as built plans within 60 days of completion of project to the loan recipient (Entity) and receipt of the plan in writing shall be forwarded to the Bureau for Public Health (BPH). |
| 2 | O&M MANUAL | Entity shall require the Consulting Engineers to submit the final Operation and Maintenance Manual when the project is at 90% Completion. Notify BPH in writing when complete. |
| 3 | CERTIFIED OPERATORS | Entity shall notify BPH in writing of all certified operators (including certification dates) at 50% completion stage. |
| 4 | EXHIBIT A- MONTHLY FINANCIAL REPORTS | Monthly financial reports shall be submitted by the 10th of each month to BPH (reporting begins from the executed date of contract to 2 years following the completion of construction). |
| 5 | CERTIFY # OF CUSTOMERS | Entity shall serve the additional customers, if any, at the location(s) as set forth in Schedule X. The Local Entity shall not reduce the number of additional customers served by the project without the prior written approval of the Water Development Authority (WDA). Following completion of the Project the Local Entity shall certify to the Authority the number of customers added to the System. Notify BPH in writing when complete. |
| 6 | ANNUAL MAINTENANCE AUDIT | Entity shall perform/submit an annual maintenance audit to WDA and PSC as required by state law. |
| 7 | AUDIT REPORTS | Entity shall submit an audit report by a certified public accountant or state auditor within six months of the end of the fiscal year to BPH. A water utility that receives $500,000 or more (in federal funds) in a fiscal year must obtain audits in accordance with the Single Audit Act and the applicable OMB Circular or any successor thereto. Financial statement audits are required once all funds have been received by the Local Entity. The entity shall annually within six months of the end of the fiscal year submit the audit report to BPH and WDA. |
| 8 | ANNUAL BUDGET | Entity shall submit an annual budget to BPH within 30 days of adoption. |
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| 12 | INTERVIEW FORMS CERTIFIED PAYROLL SIGN PICTURE VERIFY WAGE RATES | DAVIS BACON - Interview forms (initial two weeks, quarterly, and final two weeks), certified payroll sent with interview forms, sign and poster pictures, verification spot check of wage determinations. |
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<tr>
<td>Project Administrator Signature</td>
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</tr>
</tbody>
</table>


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INSTRUCTIONS FOR COMPLETING MONTHLY FINANCIAL REPORT (Exhibit A)

General Definitions
- Total Year to Date – Refers to the amount collected, spent, or deposited since the start of the current fiscal year through the current month.
- Budget Year to Date – Refers to the amount budgeted since the start of the fiscal year through current month.
- You will need a copy of the current fiscal year budget adopted by the Local Entity to complete the “Budget Year to Date” columns in Items 1 and 2.

Item 1  In Item 1, provide the amount of actual **Gross Revenues** for the current month, and the total year to date amount and budget year-to-date amount in the respective columns.

Item 2  Provide the amount of actual **Operating Expenses** for the current month, and the total year to date amount and budget year-to-date amount in the respective columns. All administrative fees should be included in the Operating Expenses.

Item 3  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 5. For example, if Gross Revenues are $1,200, then $30 (2.5% of $1,200), LESS the amount of all reserve account payments in Item 5 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 Entity. An error message will appear if inadequate funds are deposited.

Item 4  This number is automatically calculated.

Item 5  Provide the **Bond Payments (principal, interest and reserve account)** for all the outstanding bonds of the Local Entity according to the source of funding. Fill out the current month, total year to date, and the budget year to date columns for each bond. 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, a loan from the Water Development Authority, etc.

Item 6  This is the total bond payment that is automatically calculated by adding up all the payments in Item 5.

Item 7  This is the percentage of debt coverage that is automatically calculated from the data you entered above. The bond requirement is that at least 115% debt coverage is maintained. An error message will appear if there is inadequate coverage.

The Local Entity must complete the Monthly Financial Report and forward it to the Water Development Authority by the 10th day of each month, commencing on the date contracts are executed for the acquisition or construction of the Project and for two years following
### Monthly Financial Report

<table>
<thead>
<tr>
<th>Item</th>
<th>Current Month</th>
<th>Total Year to Date</th>
<th>Budget Year to Date</th>
<th>*Budget Year to Date Minus Total Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Gross Revenues:</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2. Operating Expenses: (Including Admin Fees)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3. Renewal and Replacement Fund Deposits</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Adequate R&amp;R Deposit</td>
<td>Adequate R&amp;R Deposit</td>
<td>Adequate R&amp;R Deposit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. *Net Revenue: (Equation: 1-2-3)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>5. Bond Payments: (Principal and Interest)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Type of Issue</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clean water SRF:</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Drinking water SRF:</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Infrastructure Fund:</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Water Dev. Authority:</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
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<tr>
<td>Rural Utilities Service:</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Economic Development:</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Other: (Identify Below)</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>*Bond Payment Total:</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>*Calculated Debt Coverage:</td>
<td>#DIV/0!</td>
<td>#DIV/0!</td>
<td>#DIV/0!</td>
<td></td>
</tr>
<tr>
<td>(Equation: 4/6 * 100%)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. *Bond Payment Total:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please enter financial data in Grey cells. (If applicable)

* Self Calculating Formula

---

Name of Person Completing Form / Date

Address

Telephone Number
<table>
<thead>
<tr>
<th>Timeframe</th>
<th>Task</th>
<th>Subtask</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Four Months Prior to Advertisement of Bids</td>
<td>Form an Asset Management Team</td>
<td>1. Asset Management (AM) Team meeting: meeting between individuals responsible for oversight of the system, management, operators, and other key personnel or outside professionals (Engineer, WVBPH, etc.) to discuss what will be required to get the Asset Management Plan in place within six (6) months of loan closing.</td>
<td>Responsible Party’s Name:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1. The AM team will need to determine how the information will be organized and maintained.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Specific internal reporting dates should be established to ensure that progress stays on schedule and appropriate resources are allocated for the establishment of the plan. It is recommended that internal meetings be established at least every two weeks to monitor progress.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. The system should begin addressing system assets, and establish the critical nature of the asset. Critical information for the assets should include the type of asset, condition, age, service history, useful life, and replacement cost. Internal meetings should be held to discuss the assets and establish their priority based upon how soon you will have to replace an asset (remaining useful life), whether the asset currently provides your desired level of service, how important the asset is to the provision of safe drinking water (its impact on public health), and how important the asset is to the operation of the system (can other assets do the same job?).</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>4. The AM team is required to provide updates (via letter signed by asset management administrator and supporting documentation or CUPPS program asset and financial checkup reports) by the 20th of every month starting three months prior to advertisements for bids to keep the BPH apprised as to the status of the Asset Management Plan and address any particular issues which need to be addressed.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The system will take inventory of all assets and start entering the inventory, financial and O&amp;M into a software program to prioritize the respective assets.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Three Months Prior to Advertisement of Bids</td>
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<td></td>
<td></td>
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<tr>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Within 120 Days of Loan Closing</td>
<td>The system will have all the information entered into a software program and should be reviewing the information for accuracy and/or errors.</td>
<td>1. All pertinent information should be entered into the software (assets, financial, O&amp;M, level of service etc.)</td>
<td>Responsible Party’s Name:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. The AM Team should be able to focus energies on this process to reduce errors and have it completed within the respective timeframe.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. Trial runs should be done and reports generated to ensure that the information is straightforward and useful. These reports should be sent into BPH for review. Adjustments to information should be done during this review process.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>4. The system should contact the BPH for a meeting (or conference call) to be held no later than one hundred-fifty (150) days from loan closing in order to have the CDP review the plan and provide appropriate feedback (via letter or e-mail within 10 days after the respective meeting) to the system.</td>
<td></td>
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<tr>
<td></td>
<td></td>
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</tr>
<tr>
<td>Within 180 Days of Loan Closing</td>
<td>The system should have completed the respective Asset Management Plan.</td>
<td>1. If the BPH deems the asset management plan reviewed by day one hundred-fifty (150) days as acceptable, then a letter will be issued within two weeks of receipt to the system detailing this opinion.</td>
<td>Responsible Party’s Name: BPH</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. If the BPH issues a letter detailing deficiencies with the plan, then the system will need to provide documentation to support the issues have been addressed before the BPH will issue its opinion regarding whether the Asset Management Plan is satisfactory.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. The system is required to provide an update (via letter signed by senior management of system along with supporting documentation i.e. the CUPPS Plan) on day one hundred-eighty to keep the BPH apprised as to the status of the Asset Management Plan and address any particular issues which need to be addressed.</td>
<td></td>
</tr>
</tbody>
</table>

**Signature:** ____________________  **Date:** ____________________
As required by receiving DWTRF funding, your Utility accepts the responsibility to develop an Asset Management (AM) Plan, and once approved by the Bureau for Public Health (BPH) your Utility is responsible to:

**System Name:**

- **Scheduled Advertisement of Bids Date:**
- **Scheduled Loan Closing Date:**
- **Scheduled Substantial Completion Date:**

Your Utility is responsible to:

**ASSET MANAGEMENT REQUIREMENTS FOR LOAN RECIPIENT**

<table>
<thead>
<tr>
<th>AM Timeframe</th>
<th>AM Guidance Steps</th>
<th>Month</th>
<th>Monthly Update Description</th>
<th>Responsible Party’s Name</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Four Months Prior to Advertisements of Bids</strong></td>
<td>Establish an AM Team, Schedule, and Mission Statement</td>
<td>Month 1</td>
<td>Submit the completed Month 1-Assessment and Month 1-AM Team tabs to BPH.</td>
<td></td>
</tr>
<tr>
<td><strong>Three Months Prior to Advertisements of Bids-Loan Closing</strong></td>
<td>Develop a Level of Service Statement</td>
<td>Month 2</td>
<td>Submit the completed Month 2-LOS Assessment tab to BPH.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Month 3</td>
<td>Submit the completed Month 3-LOS Goals (Level of Service Goals) tab to BPH.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Develop Asset Registry Plan</td>
<td>Month 4</td>
<td>Submit the completed Month 4- Asset Registry Assessment; including how assets will be categorized, named, and described (e.g., location) tab to BPH.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Develop a Conditions Assessment Protocol (CAP), Incorporating Remaining Useful Life, and Criticality</td>
<td>Month 5</td>
<td>Submit the completed Month 5-CAP Assessment tab to BPH.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Month 6</td>
<td>Submit the completed Month 6-Condition Ranking Chart tab to BPH.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Optimize Your O&amp;M Investment</td>
<td>Month 7</td>
<td>Submit the completed Month 7-O&amp;M Assessment tab to BPH. Continue to develop CAP and start compiling inventory.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Month 8</td>
<td>Provide update on Month 8- Update Tab to BPH. Submit the completed Month 8-Critical Assets List tab to BPH. Continue to develop CAP and continue compiling inventory.</td>
<td></td>
</tr>
<tr>
<td><strong>Loan Closing - 120 Day after Loan Closing</strong></td>
<td>Enter assets into the CUPSS inventory spreadsheet or for Non CUPSS users send in inventory sheet</td>
<td>Month 9</td>
<td>Submit the completed Month 9-Finalize CAP and O&amp;M Task List to BPH for review and recommendation. Continue to compile inventory.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Enter assets into the CUPSS inventory spreadsheet or for Non CUPSS users send in inventory sheet</td>
<td>Month 10</td>
<td>Complete entering all assets into inventory spreadsheet and submit draft inventory spreadsheet for BPH approval.</td>
<td></td>
</tr>
</tbody>
</table>
### System Name: AM

<table>
<thead>
<tr>
<th>AM Timeframe</th>
<th>AM Guidance Steps</th>
<th>Month</th>
<th>Monthly Update Description</th>
<th>Responsible Party’s Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan Closing - 120 Day after Loan Closing</td>
<td>Finalizing Inventory and Preparing Financial Data</td>
<td>Month 11</td>
<td>CUPSS Users: Import Inventory Spreadsheet into CUPSS and enter in financial data. Submit My CUPSS checkup inventory and financial reports. Non CUPSS Users: Submit Final Inventory Spreadsheet.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Optimizing Your Capital Investment</td>
<td>Month 12-by day 120</td>
<td>Submit the completed Month 12-CIP Assessment and CIP Lists for the critical assets. CUPSS Users will submit a My CUPSS Asset Inventory Check Up Report.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Determining Your Funding Strategy and Long Term Funding Plan</td>
<td></td>
<td>Submit the completed Month 12-LTFP (long term funding plan) tab for the critical assets to BPH. CUPSS Users will submit a My CUPSS Financial Check Up Report.</td>
<td></td>
</tr>
<tr>
<td>120 Days after Loan Closing to 180 Days after Loan Closing</td>
<td>Developing the Asset Management Plan</td>
<td>Month 13-by day 150</td>
<td>Submit the completed Month 13-Draft AM Plan Assessment tab, and the Draft AM Plan to BPH for review and comment. CUPSS Users will submit a Draft My CUPSS AM Plan.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Month 14-by day 180</td>
<td>If necessary, non-CUPSS users will make revisions and resubmit the plan for BPH final review. CUPSS Users will refine the information and action plan</td>
<td></td>
</tr>
</tbody>
</table>

The system is required to update the plan and maintain it for the duration of the DWSRF loan. It is recommended by the BPH to update the plan annually.

1No later than one hundred-fifty (150) days from loan closing, the system will request a review of the plan by the BPH Capacity Development Program and attend a meeting (or conference call) to

As a Utility employee, who is designated as the AM Lead and "owner representative" on behalf of the Utility, I acknowledge the requirement to develop an Asset Management Plan and ensure monthly updates are submitted to the BPH during plan development. If at some point the Utility is unable to adhere to the schedule as it is presented, I will request an adjustment in writing.

Utility Representative/AM Lead Signature: [Signature]

Date: [Date]

Title/Role: [Title/Role]
Both the Federal Funding Accountability and Transparency Act and the American Recovery and Reinvestment Act address the primary recipient’s (DHHR) requirements to report information on the subawards it makes to subrecipient (Grantee) organizations. To ensure completeness and consistency in accounting for the funds received and subawarded by the DHHR to its Grantees, the DHHR has developed a standardized form in which Grantees shall be required to complete and submit to the DHHR during the negotiation (pre-award) stage of the grant cycle. The DHHR will not process the Grant Agreement or commit any of the funds related thereto until the Grantee submits a signed copy of the Subrecipient (Grantee) Information Form.

Please note that completion of this form requires that the Grantee organization to first obtain a valid Dun & Bradstreet Data Universal Numbering System, also known as a DUNS number, and then register with the Central Contractor Registration (CCR) database. In order to obtain a DUNS number or for further information the Grantee may contact Dun and Bradstreet at 1-866-705-5711 or via the internet at http://fedgov.dnb.com/webform/. After obtaining a valid DUNS number, the Grantee organization may then register with the CCR. However, prior to beginning the registration process with the CCR the Grantee should gather a few other important items. These items include the organization’s Tax Identification Number (TIN) and Taxpayer Name used in Federal tax matters, statistical information about your organization, and the Electronic Funds Transfer (EFT) Information for payment of invoices. For further information, please review the Central Contractor Registration User’s Guide. To obtain the CCR User’s Guide and to begin the online registration with the CCR, please access the CCR homepage at http://www.ccr.gov.

The Subrecipient (Grantee) Information Form is divided into six separate sections as further described below:

1. **Subrecipient (Grantee) Name** – Enter the legal name of the Grantee organization as recorded within the Central Contractor Registration (CCR) database.

2. **Subrecipient (Grantee) Location** – Enter the Grantee’s physical location (street address, city, state and zip code) as listed in the CCR database.

3. **Subrecipient (Grantee) DUNS Number** – Enter the 9 digit Data Universal Numbering System (DUNS) Number or “Central Contractor Registration plus 4 extended” DUNS number.

4. **Subrecipient (Grantee) Type** – Select the primary category from the list that best corresponds with the Grantee organization type (this must correspond with the “business type” field from the Central Contractor Registration).

5. **Subrecipient Place of Performance** – Enter the physical location (city, state, zip code and county) where the program being funded under this specific Grant Agreement will primarily be performed. Please note this cannot be a Post Office Box and could be a different location than the physical location referenced above for box number two.

6. **Names and Total Compensation for the Five Most Highly Compensated Officers of the Organization** – Enter the Names and Total Compensation of the five most highly compensated officers of the Grantee Organization. “Total Compensation” refers to the cash and noncash dollar value earned by the officers during the Grantee’s fiscal year. For further information regarding how to calculate the total compensation please see 17 CFR 229.402(c)(2). Please note that this requirement is only applicable if the Grantee organization in its preceding fiscal year meets all of the following criteria:

   a. Eighty percent or more of its annual gross revenues in Federal awards and
   b. $25,000,000 or more in annual gross revenues from Federal awards and
   c. The public does not have access to information about the compensation of senior executives of the Grantee organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986 [26 USC §6104].
West Virginia Department of Health and Human Resources

Subrecipient (Grantee) Information Form – DHHR Finance A-1000

Please see the Instructions for Completion of the Subrecipient (Grantee) Information Form

<table>
<thead>
<tr>
<th>1. Subrecipient (Grantee) Legal Name</th>
<th>2. Subrecipient (Grantee) DBA Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Subrecipient (Grantee) 9-Digit DUNS Number

4. Subrecipient (Grantee) Physical Location

<table>
<thead>
<tr>
<th>Street 1:</th>
<th>Street 2:</th>
<th>City:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>State:</th>
<th>Zip +4:</th>
<th>County:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

5. Subrecipient (Grantee) Type (Please check one box only)

- A - State Government
- B - County Government
- C - City or Township Government
- D - Special District Government
- E - Regional Organization
- F - U.S. Territory or Possession
- G - Independent School District
- H - Public/State Controlled Institution of Higher Learning
- I - Indian/Native American Tribal Government (Federally Recognized)
- J - Indian/Native American Tribal Government (Other than Federally Recognized)
- K - Indian/Native American Tribally Designated Organization
- L - Public/Indian Housing Authority
- M - Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)
- N - Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)
- O - Private Institution of Higher Education
- P - Individual
- Q - For-Profit Business (Other than Small Business)
- R - Small Business
- S - Hispanic-serving Institution
- T - Historically Black Colleges and Universities (HBCUs)
- U - Tribally Controlled Colleges and Universities (TCCUs)
- V - Alaska Native and Native Hawaiian Serving Institutions
- W - Non-domestic (non-US) entity
- X - Other (Please explain) ____________________

6. Subrecipient (Grantee) Primary Place of Performance

<table>
<thead>
<tr>
<th>City:</th>
<th>Zip +4:</th>
<th>State:</th>
<th>County:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

7. Subrecipient (Grantee) Highly Compensated Officers (if applicable)

<table>
<thead>
<tr>
<th>Officer Name</th>
<th>Title</th>
<th>Total Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

NOTE: This form must be signed by an individual no lower than the Executive Director or Chief Financial Officer.

Printed Name ____________________________ Title ____________________________

Signature ____________________________ Date ____________ Phone # ____________
West Virginia DWTRF Loan/Bond Closings
eVendor Instructions

Instructions for eVendor Agreement and FIMs number:

1. At least one month prior to closing, the Issuer should set-up a project account (Construction Trust Fund) with a depository bank and order checks.

2. The Issuer should obtain the Off systems eVendor Agreement form at http://www.wvsao.gov/electronicpayments/files/Off_System_eVendor_Agreement_Setup.pdf This form is located at the very bottom of the page.

3. The Issuer should complete the form with bank account information, sign and date.

4. The Issuer or its bond counsel should send the completed Off systems eVendor agreement form with the original signature along with a voided check containing the bank account information to Carol Cummings at 180 Association Drive, Charleston, WV 25311-1571, phone 304-414-6500 ext. 107 or ccummings@wvwda.org

5. Before the day of closing, Carol will process the original Off systems agreement with the State Auditor’s Office.

6. After receipt of the Off systems eVendor agreement form the Auditor will make payments via ACH. Only the 1st payment of a new loan/bond closing is made by wire.

7. If the Off systems agreement and voided check are not submitted, payments/draws will be held until the Auditor receives this correct information.
Off System eVendor Agreement Setup
Water Development Authority - 130 Association Drive - Charleston, WV 25311-1217
Telephone: (304) 558-3612 Fax: (304) 558-0299

*FEIN:  

*Vendor Name:  

*Address 1:  

Address 2:  

*City:  

*State:  

*Zip Code:  

*Telephone #:  

*Contact Name:  

ACCOUNT INFORMATION

*Financial Institution Name:  

Routing Number:  

Account Number:  

[ ] Checking  

[ ] Saving  

*In order to process this agreement one of the following is required:  

[ ] Voided Check (Counter Checks are not acceptable.)  

[ ] A letter from the financial institution (on FI letterhead) listing the account information, printed name and signature of financial institution representative, title and contact information.

I hereby authorize the State of West Virginia, hereinafter called State, to initiate credit entries to my (our) depository financial institution as indicated, hereinafter called Depository, and to credit the same to such account. I further authorize the State to initiate debit entries as adjustments for credit entries made in error. Also I acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law and the rules as set forth by the National Automated Clearing House Association (NACHA). The State will not be responsible for any loss that may arise solely by reason of error, mistake or fraud regarding information provided on this agreement. This agreement is to remain in full force and effect until the State has received a written notice of termination from me, or a company representative, in such time and manner to afford the State a reasonable opportunity to act on it.

*Authorized Signature:  

*Date:  

*Print Name:  

*Title:  

To be completed by a Water Development Authority Representative

I hereby certify I am an agency representative of the herein named agency and that being so authorized I do certify the information listed and documentation provided with this authorization has been received from the vendor indicated above.

*Water Development Authority Representative’s Signature:  

*Date:  

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DWTRF Construction & Post Construction Requirements

Applicant: ___________________________ County:______________ IJDC#: ____________
Project: __________________________________________________ DWTRF#:___________

The following requirements can be found in the DWTRF regulations (64CSR49) section 9.4.

1. The applicant shall follow all applicable procurement procedures set forth by the WV Code.

2. The recipient shall establish and maintain a financial management system to account for all the costs incurred related to the project. The financial management system shall assure that generally accepted accounting principles and practices are consistently applied in all financial matters related to the project. Financial management shall include the following:
   a. The establishment of appropriate controls over project funds, property and other assets
   b. The maintenance of ledgers containing accurate, current and complete records of all financial actions related to the project.
   c. The maintenance of records that identify the source and amount of all moneys used for the project and document how such moneys were used.
   d. The maintenance of records that allow a comparison of actual project costs with budgeted costs.
   e. The establishment of procedures that assure a timely resolution of audit findings and recommendations.

3. In maintaining the accounting system the recipient shall:
   a. Establish a separate account for the project.
   b. Record all transactions in ledgers.
   c. Record all transactions in a timely manner.
   d. Designate one person who is responsible for project operations to account for all project funds
   e. Prepare and submit to the Bureau for Public Health an annual budget for the project.

4. The recipient shall maintain records for each loan received that include:
   a. Loan application and loan approval documents.
   b. All contracts and sub-agreements related to the project.
   c. All documents related to the financial management.
   d. All documents requiring action by the state.
   e. Documentation of compliance with applicable federal and state laws, rules and regulations.
   f. Documentation of moneys received and expended.
   g. A statement by a registered professional engineer that the as-built project is in accordance with the plans and specifications approved by the Bureau for Public Health and that the as-built project is in proper working condition.

5. All records maintained shall be made available for inspection by the director or his designee upon request.

6. Prior written approval shall be obtained from the Bureau for Public Health for all change orders to the construction contract.

7. Explanation of any project budget item overrun shall be submitted with that month’s funds draw request.
RESOLUTION OF THE COUNCIL OF THE TOWN XXXXXX
APPROVING INVOICES RELATING TO CONSTRUCTION AND
OTHER SERVICES FOR THE PROPOSED WATERWORKS PROJECT
AND AUTHORIZING PAYMENT THEREOF

Whereas, the Council of The Town XXXXX (or PSD), West Virginia
(the"Issuer"), has reviewed the invoices attached hereto and incorporated herein by
reference relating to construction of certain extensions, additions, betterments and
improvements to the waterworks system of the Issuer (the “Project), to be funded by its
Water Revenue Bonds, Series 2006A (West Virginia DWTRF Program) and its Water
Revenue Bonds, Series 2006B (West Virginia Infrastructure Fund), and finds as follows:

(a) None of the items for which the payment is proposed to be made has formed
    the basis for any disbursements theretofore made;

(b) Each item for which payment is proposed to be made is or was necessary in
    connection with the Project and constitutes a Cost of the Project;

(c) Each of such costs has been otherwise properly incurred; and

(d) Payment for each of the items proposed is then due and owing.

NOW, THEREFORE, BE IT RESOLVED

By the Town XXXXX as follows:

<table>
<thead>
<tr>
<th>List of Vendors</th>
<th>DWTRF</th>
<th>IJDC</th>
<th>Total Approved for Payment</th>
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<tr>
<td>Contractor Name</td>
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<td>Engineer Name</td>
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<td>$112,065.53</td>
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<td>Less DWTRF bonds on deposit</td>
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<tr>
<td>Balance to Draw Down</td>
<td>$79,742.61</td>
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</table>

* paid on 1st invoice

There is hereby authorized and directed the payment of the attached invoices as summarized as follows:

Adopted by the Town XXXXXX

Mayor, Town XXXXXX (or Chairman) ________________________ Date ________________________
## CITY OF SMITH - WATER TREATMENT UPGRADE PROJECT
### DWTRF FUNDING

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>APPROVED BUDGET</th>
<th>ADJUSTMENTS</th>
<th>REVISED BUDGET</th>
<th>PAID PRIOR TO THIS DRAW</th>
<th>REQUESTED THIS REQUEST</th>
<th>PAID TO DATE</th>
<th>BALANCE REMAINING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction &amp; Cons. Cont.</td>
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## OTHER FUNDING

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<th>PAID PRIOR TO THIS DRAW</th>
<th>REQUESTED THIS REQUEST</th>
<th>PAID TO DATE</th>
<th>BALANCE REMAINING</th>
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<td>9. Miscellaneous (Equipment)</td>
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## TOTAL FUNDING

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<th>REVISED BUDGET</th>
<th>PAID PRIOR TO THIS DRAW</th>
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<th>BALANCE REMAINING</th>
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BPH Steps and Timetable for Processing Invoices

1. Program Manager receives the payment request (usually 4 to 5 days after the resolution is signed by the Engineer/City/PSD) and reviews documents and verifies signatures and dollar values are accurate on the resolution. He establishes sequential # of invoice, and approves or declines the dollar amount requested for payment.  (First Stop 1-3 days) NOTE: Invoices are considered a top priority by the BPH office.

2. Three letters are created to accompany the invoice packet (copy entire folder and rename according to current invoice number). Follow this path for example:

   S:\ENGCOMON\I & CD\SRF\PROJECTS
   
   OEHS Accounting (Second Stop)  
   Grants Management (Third Stop) 
   WDA (Fourth Stop)

   These letters will outline exactly what is needed, from each office, and will keep the invoice moving through the process.

3. Immediately after letters are generated, the invoice travels to OEHS Accounting for review, recording, and posting against appropriate grants etc. (Second Stop 5-10 days)

4. After OEHS Accounting reviews and approves the invoice, they forward it on to Grants Management (Third Stop 5-10 days) who verifies that the requested Federal Monies and State Match Monies are actually posted against the correct grants assigned to the specific project.

5. From Grants Management it travels to WDA (Fourth Stop 5-7 days) here the monies will be officially drawn and a wire-transfer will be initiated and deposited into the designated account established for the specific project.

6. This entire process can take up to 30 days, but we try to complete it in about 21 days whenever possible.

7. There are times when we can not process an invoice due to our books being closed--June 15 thru July 6. Also when submitting an invoice for payment, allow extra time for processing especially when there are Federal and/or State Holidays falling within any particular month.
Undisbursed DWTRF Loan Funds Procedure

If a Borrower does not expend/draw down all the bond proceeds in a timely manner, then a
cutoff date is determined and a final draw will be processed, if needed. The Water Development
Authority will be notified with the final bond amount. A new debt service schedule will be
established for the final amount with the same payments as set forth in the closing Debt Service
Schedule. If the Borrower has already started repaying the bonds, then the paid amount is taken
into consideration for the new schedule (verified with the Municipal Bond Commission). The
revised final schedule is then attached to the bond and provided to the Borrower and the
Municipal Bond Commission. This procedure reduces the time needed to pay off the bonds
(shortens maturity). We do not consider reduced quarterly payments as they would require
approval by the Public Service Commission for PSD's and any municipality that had a rate
protest.
DEFERRED LOAN REPAYMENT CRITERIA

The DWTRF Loan Program is able to offer partial deferred loan repayment schedules for water systems in those unusual circumstances where an existing loan will be paid off within a few years and additional debt service would make the project unaffordable. The water system would make minimal annual DWTRF debt service payments until the existing loan is paid. Then the debt service for the existing loan would be used to accelerate DWTRF payments to fully repay the loan and not exceed the eligible loan period.

ELIGIBILITY AND REQUIREMENTS:

1. The user rate post project for 4,000 gallons per month must be at least $35 and the user rate must be at least 1.5% Medium Household Income.
2. The deferred period for full payments is a maximum of seven (7) years from the date of substantial completion of the project.
3. A minimum annual payment of $6,000 will be required during the deferred period.
4. The water system must have an existing loan debt service that will be paid off in the deferred period that will be applied to the DWTRF loan. The accelerated DWTRF loan repayments will start immediately after the existing loan is paid.
5. The loan repayment period cannot exceed the established term of the loan.