

RESOLUTION NO. 2023-03

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GARFIELD, WASHINGTON, authorizing the Mayor to execute a loan agreement between the Town of Garfield and the Washington State Department of Ecology.

BE IT HEREBY RESOLVED by the Town Council of the Town of Garfield that the Mayor of the Town of Garfield is authorized and directed to execute on behalf of the Town of Garfield that particular loan agreement between the Town of Garfield and the Washington State Department of Ecology for a Washington State Fund Loan under the State Revolving Fund Program in the amount of \$50,000.- with interest accruing thereon at the rate of 1.1 % per annum, payable over a 20 year(s) term.

ADOPTED this 10th day of May, 2023.

TOWN COUNCIL:

[Signature]
Boni Mundell
[Signature]
[Signature]

APPROVED:

[Signature]
Mayor

ATTEST:

[Signature]
Clerk


ATTORNEY's OPINION LETTER

I am an attorney admitted to practice in the State of Washington and the duly appointed attorney of the Town of Garfield (the TOWN), and I have examined any and all documents and records pertinent to the LOAN agreement.

Based on the foregoing, it is my opinion that:

- A. The TOWN is a duly organized and legally existing municipal corporation or political subdivision under the laws of the State of Washington or a federally recognized Indian tribe;
- B. The TOWN has the power and authority to execute and deliver and to perform its obligations under the LOAN agreement;
- C. The LOAN agreement has been duly authorized and executed by the TOWN's authorized representatives and, to my best knowledge and after reasonable investigation, all other necessary actions have been taken to make the LOAN agreement valid, binding, and enforceable against the TOWN in accordance with its terms, except as such enforcement is affected by bankruptcy, insolvency, moratorium, or other laws affecting creditors' rights and principles of equity if equitable remedies are sought;
- D. To my best knowledge and after reasonable investigation, the LOAN agreement does not violate any other agreement, statute, court order, or law to which the TOWN is a party or by which it or its properties are bound;
- E. There is currently no litigation seeking to enjoin the commencement or completion of the PROJECT or to enjoin the TOWN from entering into the LOAN agreement or from accepting or repaying the LOAN. The TOWN is not a party to litigation which will materially affect its ability to repay such LOAN on the terms contained in the LOAN agreement; and
- F. The LOAN agreement constitutes a valid obligation of the TOWN payable from the Net Revenues of the Utility.

Capitalized terms used herein will have the meanings ascribed hereto in the LOAN agreement between the TOWN and the DEPARTMENT.



Eric Hanson, Legal Counsel for the
Town of Garfield