STATE OF NEVADA

DRINKING WATER STATE REVOLVING FUND

LOAN CONTRACT

CONTRACT NO. DW2616

This loan contract is made this 3rd day of September, 2026 between the Nevada State Department of Conservation & Natural Resources acting by and through the Nevada Division of Environmental Protection hereafter referred to as the Division, and the Nye County School District, a political subdivision of the State of Nevada, hereafter referred to as the Recipient. This loan contract is to provide funding for the project as outlined in Section 1.

WHEREAS:

1. The Safe Drinking Water Act (42 U.S.C. §§ 300f et seq., as amended) and Nevada Revised Statutes (NRS) 445A.200 to 445A.295, inclusive, authorize the Division to enter into contracts for financial assistance for construction of public water system projects with community public water systems, whether publicly or privately owned, and non-profit or publicly owned non-community public water systems; and
2. The account for the revolving fund has been created in the state treasury pursuant to NRS 445A.255(1) for the purposes of providing loans to finance the construction of projects for public water systems; and
3. The Recipient is a public water system, or non-profit entity, eligible for funding from the account; and
4. The Recipient has made application for a loan related to the construction of the Project hereafter described; and
5. The Board for Financing Water Projects has approved pursuant to NRS 445A.265(3) the commitment of funds from the account for the revolving fund to fund the Project described in Section 1 (Exhibit C); and

6. The Division has determined that this loan contract is not selected as an equivalency contract for federal reporting purposes.

NOW, THEREFORE, It is agreed as Follows:

SECTION 1. PROJECT DESCRIPTION

In general, funding for this Project will be used for the Amargosa Elementary School Arsenic Treatment System. Specific details of the Project may be found in the application and supporting documents.

SECTION 2. INCORPORATION OF DOCUMENTS AND GENERAL RECIPIENT COMMITMENTS

This contract incorporates the following documents and all applicable legal requirements therein:

(A) Exhibit A, Drinking Water State Revolving Fund Loan Contract Standard Conditions, and

(B) Exhibit B, Drinking Water State Revolving Fund Program Requirements for Non-Equivalent Projects, and

(C) Exhibit C, Resolution of Board for Financing Water Projects for Commitment of Funds from the Account for the Revolving Fund, and

(D) Exhibit D, Lobbying Certification Form.

The Recipient accepts and agrees to comply and ensure its contractor and sub-contractors comply with all terms, provisions, conditions, and commitments of this contract, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Recipient in its application, accompanying documents, and communications filed in support of its request for loan.

SECTION 3. ESTIMATED COST OF PROJECT

The estimated total cost of the Project, including associated planning and design costs is **one million three hundred sixty-nine thousand nine hundred ($1,369,900)**.

SECTION 4. MAXIMUM LOAN AMOUNT

Subject to all of the terms, provisions, and conditions of this contract, and subject to the availability of State and Federal funds, the Division will loan a sum not to exceed **one million three hundred sixty-nine thousand nine hundred ($1,369,900)** to the Recipient.

SECTION 5. INTEREST RATE

The annual percentage interest rate for this loan is 0.00%. Interest on any loan funds disbursed to the Recipient shall accrue from the date each disbursement of such funds is made by the Division to the Recipient.

SECTION 6. REPAYMENT OF LOAN

The Division has determined that the Recipient is eligible to receive additional subsidy as spelled out in Nevada's Intended Use Plan. Since the recipient is eligible for additional subsidy, 100% of the principal is forgiven.

SECTION 7. FEES

1. The Division may charge a loan origination fee in an amount authorized by Nevada Administrative Code.
2. The loan recipient shall remit to the Division the full amount of the loan origination fee within 30 days after the loan closing.
3. This loan contract does not contain a loan origination fee.

SECTION 8. ASSET MANAGEMENT PLAN

The Recipient will maintain an asset management plan that outlines the system's assets, identifies the critical assets of the system, determines condition of the assets, and plans for future replacement.

1. The plan must evaluate the level of service required and address ongoing maintenance of system assets to ensure its maximum useful life.
2. The plan must be reviewed and updated by the Recipient at least once every five years.
3. The Recipient may maintain an asset management plan in logical sections of the system rather than the entire system upon approval of the Division.
4. The plan is subject to periodic review by the Division.

<u>SECTION 9. MAINTAIN A CAPITAL ASSET REPLACEMENT RESERVE ACCOUNT</u>

The Recipient agrees to maintain a dedicated capital asset replacement reserve account.

1. Funds within this account can be used to purchase any capital asset of the water utility.
2. Funds within this account cannot be used for operations, maintenance, debt service, or other non-capital expenditures.
3. The Recipient agrees to fund the account at least annually based upon the needed replacement cost of the system's short-lived assets (15 years or less) amortized on a straight-line basis. The replacement cost of the system's short-lived assets must be re-evaluated at least every five (5) years.
4. The reserve account must be identifiable on the Recipient's financial statements provided to the Division.
5. The Division may consider other funding available for capital assets to meet this condition.

<u>SECTION 10. USEFUL LIFE OF PROJECT</u>

For purposes of this contract, the parties agree that the useful life of the Project is at least thirty (30) years from and after Project completion.

<u>SECTION 11. TERM</u>

This contract shall take effect upon execution of the contract by the Division and the Recipient, and for the purpose of this section, the term of this contract is for no more than thirty (30) years from the date of this loan contract.

SECTION 12. NOTICES

All notices or other communications hereunder shall be sufficiently given and shall be deemed given when: (a) hand delivered; (b) mailed by registered or certified United States mail, postage; or (c) via email to the parties hereinafter set forth at the following addresses:

1. Nevada Division of Environmental Protection
   Office of Financial Assistance
   901 S. Stewart St., Ste 4001
   Carson City, NV 89701-5249
   ndep-ofa@ndep.nv.gov

2. Nye County School District
   484 S West St.
   Pahrump, NV 89048
   rritchie@nyeschools.org

IN WITNESS THEREOF, the parties have executed this contract on the dates set forth below.

RECIPIENT: NYE COUNTY SCHOOL DISTRICT

____ Date: _______________

Raymond Ritchie, Chief Financial Officer

DIVISION OF ENVIRONMENTAL PROTECTION

____ Date: _______________

Jennifer Carr, Administrator

EXHIBIT A

DWSRF STANDARD LOAN CONDITIONS

Condition 1. **AWARD OF CONSTRUCTION CONTRACTS; NOTIFICATION OF AWARD AND INITIATION OF CONSTRUCTION**

1.1 The Recipient shall conduct value engineering if the estimated cost of the project in Section 3 of the contract exceeds $10,000,000 (NAC 445A.676142).

1.2 The Division may, upon the request of a recipient, grant an extension of the time provided by subsection 1 in any case where unusual or extenuating circumstances exist. Any request for an extension must be made in writing and must set forth facts justifying the extension.

1.3 The Recipient agrees to promptly notify the Division in writing of the award of the prime construction contract (if applicable) for the project and of initiation of construction of the project.

1.4 The Recipient is required or shall require the contractor to submit a schedule for construction at the preconstruction conference. The Recipient or contractor shall be required to update the schedule as necessary.

1.5 The Recipient agrees to expeditiously proceed with and complete construction of the project in substantial compliance with project plans and specifications approved by the Division (NAC 445A.66715).

Condition 2. **CONSTRUCTION ACTIVITIES AND NOTIFICATIONS**

The Recipient agrees to promptly notify the Division in writing of:

2.1 Any substantial change in scope of the project. The Recipient agrees that no substantial change in the scope of the project will be undertaken until written notice of the proposed change has been provided to the Division and the Division has given written approval for such change.

2.2 Cessation of all major construction work on the project where such cessation of work is expected to or does extend for a period of 30 days or more.

2.3 Any circumstance, combination of circumstances, or condition, which is expected to or does delay completion of construction for a period of 90 days or more beyond the estimated date of completion of construction previously provided to the Division.

2.4 Completion of construction of the project within 30 days.

After completion of the project the Recipient shall provide the Division with as-built record drawings for the project.

Condition 3. **RESIDENT ENGINEER & INSPECTOR**

The Recipient is required to hire a qualified full time resident engineer and inspector(s) during the construction of the project unless waived by the Division.

Condition 4. **PROJECT ACCESS & STATE REVIEWS**

4.1 The Recipient agrees to ensure that the Division or any authorized representative thereof will have suitable access to the project site and project documents at reasonable times during project construction.

4.2 The parties agree that review or approval of project plans and specifications by the Division is for administrative purposes only and does not relieve the Recipient of the responsibility to properly plan, design, construct, operate and maintain the Project.

Condition 5. **INDEMNIFICATION**

5.1 As between the Division and the Recipient, the Recipient agrees that it has sole responsibility for proper planning, design, construction, operation and maintenance of the Project, and the Recipient agrees to indemnify the Division, the state of Nevada and their officer, agents and employees against and to hold the same free and harmless from any and all claims, demands, damages, losses costs, expenses or liability due or incident to planning, design, construction, operation or maintenance of the Project.

5.2 The parties will not waive and intend to assert available NRS 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds, which have been appropriated for payment under this contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

5.3 To the fullest extent of the law and limited liability as set forth above, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to, reasonable attorneys' fees and costs arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees, and agents. Such obligation shall not be constructed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist to any party or person described in this paragraph.

5.4 The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

Condition 6. **PROJECT COMPLETION; INITIATION OF OPERATIONS & OPERATION AND MAINTENANCE**

6.1 At the time of completion of construction, the Division, after consultation with the Recipient, will establish a reasonable estimated project completion date, and the Recipient agrees to make all reasonable efforts to meet the date so established. Such date shall be binding upon the Recipient unless modified in writing by the Division upon a showing of good cause by the Recipient. Extension of the project completion date by the Division shall not be unreasonably withheld.

6.2 Upon completion of construction of the Project, the Recipient agrees to expeditiously initiate project operations. The Recipient agrees to properly staff, operate and maintain all portions of the Project during its useful like in accordance with all applicable state laws, rules and regulations. Upon reasonable notice, the Recipient shall make available to the Division the operation and maintenance manuals for the Project.

Condition 7. **DEDICATED SOURCE OF REVENUE & SYSTEM USER CHARGES**

7.1 The Recipient shall adopt and maintain in effect during the term of this contract a user charge system or other dedicated source of revenue such as connection fees, which at all times complies with the requirements of applicable state rules, regulations and guidelines.

7.2 The Recipient agrees to administer a system of user charges acceptable to the Division pursuant to NAC 445A.676144 through 445A.676146.

7.3 The Recipient further agrees to periodically review and modify the system of user charges as necessary to assure its reasonable adequacy to repay the loan, and to cover operating costs and meet other financial obligations of the Recipient. The system of user charges shall be reviewed at least once every three years and all modifications thereto shall be consistent with NAC 445A.676144 through 445A.676146 and shall be maintained to the reasonable satisfaction of the Division.

Condition 8. **CONTINUOUS USE OF PROJECT**

The Recipient agrees that it will not abandon, substantially discontinue use of, or dispose of the project during the useful life of the project without prior written approval of the Division. If the Recipient does abandon, substantially discontinue use, of, or dispose of the Project during the useful life of the Project without prior approval of the Division, the Recipient shall repay the account for the revolving fund all remaining principal advanced hereunder due in accordance with the terms of this contract.

Condition 9. **REPORTS, RECORDS & ACCOUNTING STANDARDS**

9.1 9.1 The Recipient agrees to expeditiously provide, during construction of the project and thereafter during the useful life of the project, such reports, data, and information as may be reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation by the State Revolving Fund Loan Program or to fulfill any reporting requirements of the federal government. At a minimum, such reports reasonably required by the Division shall include the submission of annual financial statements, prepared on a basis utilizing "Generally Accepted Accounting Principles (GAAP).

Without limitation of the requirement to maintain project accounts in accordance with generally accepted government accounting standards, the Recipient agrees to:

9.2 Maintain separate Project accounts in accordance with GAAP and NAC 445A.67628 The accounting system used must allow for the proper measurement of revenues earned, expenses incurred, assets, liabilities, capital contributions and retained earnings.

9.3 Establish an official file for the project which shall adequately document all significant actions relative to the project;

9.4 Establish accounts which will adequately and accurately depict all amounts received and expended on the project, including all loan funds received under this contract;

9.5 Establish accounts which will adequately depict all income received which is attributable to the project, specifically including any income attributable to loan funds disbursed under this contract.

9.6 Establish an accounting system which will accurately depict final total costs of the project, including both direct and indirect costs.

9.7 Maintain records and accounting activities of the wastewater utility separately from other activities of the Recipient.

9.8 If a force account is used by the Recipient for any phase of the Project, other than for planning, design and construction engineering and administration provided for by allowance, accounts will be established which reasonable document all employee hours charged to the project and the associated tasks performed by each employee.

9.9 Retain project records for a minimum of three (3) years after final loan repayment has been made, and for such longer period as may be required for the Division to fulfill federal reporting requirements under federal statutes and regulations. All Recipient records relative to the project shall be subject at all reasonable times to inspection, copying, and audit by the Division or any authorized representative.

Condition 10. **FINANCIAL INFORMATION AUDIT**

The Division, at its option, may call for an audit of financial information relative to the project, where the Division determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal requirements. Where such an audit is called for, the audit shall be performed by a Certified Public Accountant independent of the Recipient and at the cost of the Recipient. The audit shall be in the form required by the Division.

Condition 11. **LOAN DISBURSEMENT; AVAILABILITY OF FUNDS**

11.1 The Recipient agrees to draw funds available in this contract within three (3) years from the date of this contract. Funds will be subject to de-obligation and/or review after this time period by the Division.

Except as may be otherwise provided in this contract, loan amounts will be disbursed as follows:

11.2 Loan funds will be promptly disbursed to the Recipient for project costs incurred by the Recipient upon receipt by the Division of proper and acceptable Payment Request Forms from the Recipient.

11.3 Additional loan funds will be promptly disbursed to the Recipient for project costs incurred by the Recipient upon receipt of proper and acceptable payment requests from the Recipient provided that payment shall be made at a minimum of quarterly but not more frequently than once a month. Funds may be subject to review and/or de-obligation if disbursements are not completed at least quarterly, without written communication from the utility to the Division.

11.4 The Recipient agrees that it will not request payment for any project cost until such cost has been incurred and is due and payable, although it is agreed that actual payment of such cost by the Recipient is not required as a condition of payment request. The Recipient agrees to provide a certification with each payment request that costs shown in the payment request have been incurred and is due and payable at the time of the request.

11.5 Each disbursement of loan funds other than for the planning and design allowance will be accompanied by an appropriate prorate percentage of the allowance for construction engineering and inspection services for the project.

11.6 The Division's obligation to pay any sum to the Recipient under any provisions of this contract, is contingent upon the availability of sufficient funds to permit the payments provided for herein. In the event that sufficient funds, as determined by the Division, do not become available for any reason, the Division shall not be obligated to make any payments to the Recipient under this contract. This provision shall be construed as a condition precedent to the obligation of the Division to make any payments under this contract. Nothing in this contract shall be construed to provide the Recipient with a right of priority for payment over any other agency. If any payments which are otherwise due to the Recipient under this contract are deferred because of unavailability of sufficient funds, such payments will promptly be made to the Recipient when sufficient funds do become available.

11.7 Any federal funds used for funding of this loan will be provided through the Capitalization Grants for Drinking Water State Revolving Funds CFDA #66.468

Condition 12. **COMPLIANCE WITH OTHER FEDERAL STATUTES AND AUTHORITIES**

12.1 The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, regulations, and requirements applicable to the project.

Condition 13. **REPAYMENT; PENALTIES; RECIPIENT OBLIGATIONS**

13.1 The loan amount, together with all interest accruing thereon, shall be repaid as provided for in the loan contract.

13.2 The Recipient agrees to make each loan payment on or before the due date. A ten-day grace period will be allowed. A penalty in the amount of one-tenth of one percent (0.1%) of the defaulted payment will be due for each day of nonpayment beyond the grace period. Any penalties assessed will not be added to the loan balance but will be treated as a separate account and obligation of the Recipient, to be paid in full within 30 days after Recipient is in compliance with payment schedule.

13.3 The Recipient, as a whole, is obligated to make all payments required by this contract to the Division, notwithstanding any individual default by its constituents or others in the payment to the Recipient of taxes, assessments, fees, or other charges levied by the Recipient. The Recipient shall provide for the punctual payment to the Division of all amounts which become due under this contract and which are received from constituents or others in the payment to the Recipient of taxes, assessments, fees, or other charges levied by the Recipient. In the event of failure, neglect or refusal of any officer of the Recipient to levy or cause to be levied any taxes, assessments, fees or charges necessary to provide payment by the Recipient under this contract, to enforce or to collect such taxes, assessments, fees or charges or to pay over to the Division any money collected on the taxes, assessments, fees or charges necessary to satisfy any amount due under this contract, the Division may take such action in a court of competent jurisdiction as it deems necessary to compel the performance of all duties relating to the levying and collection of the taxes, assessments, fees or charges and the payment of the money collected therefrom to the Division.

13.4 Action taken pursuant hereto shall not deprive the Division of, or limit the application of, any other remedy provided by law or by this contract.

Condition 14. **TERMINATION; IMMEDIATE REPAYMENT; INTEREST**

14.1 This contract may be terminated by written notice during construction of the project, or thereafter at any time prior to complete repayment by the Recipient, at the option of the Division, upon violation by the Recipient of any material provision of this loan contract after such violation has been called to the attention of the Recipient and after failure of the Recipient to bring itself into compliance with the provisions of this contract within a reasonable time as established by the Division.

14.2 In the event of such termination, the Recipient agrees, upon demand, to immediately repay to the Division an amount equal to the current balance due on the loan, including accrued interest, and all penalty assessments due in accordance with the terms of this contract.

Condition 15. **DEFAULTS & REMEDIES**

15.1 **NOTICE OF DEFAULT**. If an Event of Default shall occur, the non-defaulting party shall give the party in default prompt telephonic notice of the occurrence of such Event of Default, provided the non-defaulting party has knowledge of such Event of Default. Such telephonic notice shall be immediately followed by written notice of such event of Default given in the manner set forth in the contract.

15.2 **EVENTS OF DEFAULT**. The occurrence of one or more of the following events constitutes an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency.

i. Failure by the Recipient to pay, or cause to be paid, any Loan Repayment required to be paid hereunder when due;

ii. Failure by the Recipient to observe and perform any duty, covenant, obligation, or agreement on its part to be observed or performed under this Loan Agreement, which failure shall continue for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to the Recipient by NDEP;

iii. Any representation made by or on behalf of the Recipient contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is intentionally false or misleading in any material respect.

15.3 **REMEDIES**, If NDEP determines that an Event of Default has occurred, NDEP may, without further notice:

i. Declare the outstanding loan amount plus any unpaid accrued interest, fees, and other amounts due hereunder due and payable;

ii. Cease making disbursement of Loan proceeds or make some disbursements of Loan proceeds and withhold or refuse to make other disbursements;

iii. Pursue any other legal or equitable remedy it may have.

Condition 16. **DISPOSITION OF EQUIPMENT**

In accordance with 41 CFR 105-71.132, when original or replacement equipment used to construct the facilities acquired under this contract is no longer needed for the original project, disposition of the equipment will be made as follows:

16.1 Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold, or otherwise disposed of with no further obligation to the Division.

16.2 Items of equipment with a current per unit fair market value of $5,000 or greater may be retained or sold and the State shall have a right to an amount calculated by multiplying the current market value or proceed from sale by the Division's share of the equipment. In cases where the Recipient fails to take the appropriate actions, the Division may direct the Recipient to take excess and disposition actions.

Condition 17. **DISPUTES**

Any dispute arising under this contract which is not otherwise disposed of shall be decided by the Administrator of the Division of Environmental Protection. The decision shall be reduced to writing and a copy thereof furnished to the Recipient. The decision of the Administrator shall be final and conclusive unless, within thirty (30) calendar days after mailing of the Administrator's decision to the Recipient, the Recipient mails or otherwise furnishes a written appeal of the decision to the

Director of the Department of Conservation and Natural Resources. The decision of the Director shall be final and conclusive unless overturned by a court of competent jurisdiction. In connection with any appeal under this clause, the Recipient shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Recipient shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this loan contract.

Condition 18. **FORCE MAJURE**

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligation hereunder due to unforeseeable events including: strikes, failure of public transportation, civil or military authority, acts of public enemy, accidents, fires, explosions, earthquakes, flood, or unusual atmospheric events. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

Condition 19. **WAIVER**

The parties hereto may, from time to time, waive any rights under this contract unless such waiver is contrary to law, provided that any such waiver must be in writing and must be signed by the party making such waiver.

Condition 20. **AMENDMENT**

This contract may be amended at any time by mutual written agreement of the parties.

EXHIBIT B
DWSRF PROGRAM REQUIREMENTS FOR NON-EQUIVALENT PROJECTS

Crosscutting federal authorities are the requirements of other federal laws and Executive Orders that apply in the case of federally funded projects. The crosscutters include (but are not limited to): program specific requirements, social policy authorities, and economic and miscellaneous authorities. In the Drinking Water State Revolving Fund program, compliance with federal crosscutting authorities is required by all recipients of these federal funds. A list of the possible applicable crosscutters follows.

Program Specific Requirements

- **American Iron and Steel**, 42 U.S.C. 300j-12(a)(4)
- **Prevailing Wage Requirements**
  NOTE: Davis-Bacon rules apply to the entire project. The higher of the Federal or State prevailing wage rates, as established by the Davis-Bacon Act and the Nevada Labor Commission shall be paid for all classifications of labor on this project. The weekly payroll records shall be certified and shall be submitted to the OWNER within seven (7) days after the regular pay date for the pay period.
  - **Davis-Bacon Wages**, 33 U.S.C. 1382(b)(6)
  - NRS 338.020 to NRS 338.090, Inclusive
  - NAC 338.009 to NRS 338.090 Inclusive
- **Environmental Review**, (i.e., the State Environmental Review Process) 40 CFR 35.3140; 40 CFR 35.3580
- **State Historic Preservation Act**, NRS 383.121
- **Generally Accepted Accounting Principles**, 42 U.S.C. 300j-12(g)(3)
- **Technical, Managerial, and Financial Capacity Demonstration**, 42 U.S.C. 300j-12(a)(3)

Social Policy Authorities

- **Civil Rights Laws**
  - **The Age Discrimination Act of 1975**, 42 U.S.C. 6102 et seq.
  - **Section 504 of the Rehabilitation Act of 1973**, 29 U.S.C. 794
  - **Title VI of the Civil Rights Act of 1964**, 42 U.S.C. 2000d et seq.

Economic and Miscellaneous Authorities

- **Suspension and Debarment, Executive Order 12549 (1986)**, 2 CFR Part 180, 2 CFR Part 1532

RESOLUTION D08-0526

Nye County School District Project Loan Commitment

WHEREAS:	The Board for Financing Water Projects (Board) of the State of Nevada is authorized by Nevada Revised Statutes (NRS) chapter 445A.265 to approve the Nevada Division of Environmental Protection (NDEP) prioritized lists of water projects and to commit loans from the revolving fund account to help community water systems and non-transient water systems pay for capital improvements and debt refinancing, both of which are required and made necessary under NRS 445A.800 to 445A.955, inclusive, by the Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), and by corresponding regulations; and
WHEREAS:	NDEP has the responsibility of administering the Drinking Water State Revolving Fund program; and
WHEREAS:	On November 19, 2025, the Board, under NRS 445A.265(3), approved the Priority List Effective November 2025, which ranks water projects that are eligible for loans from the Drinking Water State Revolving Fund account; and
WHEREAS:	Nye County School District (Recipient) owns and operates a public community water system in Nevada; and
WHEREAS:	The Recipient submitted a pre-application to NDEP for funding a project to install an Arsenic Treatment System (Project); and
WHEREAS:	The Project is included as project #24 on the Priority List Effective November 2025 of water projects; and
WHEREAS:	The Recipient's Project is ready to proceed; and
WHEREAS:	In connection with seeking a loan, the Recipient has submitted a written application to NDEP consistent with NAC 445A.67613; and
WHEREAS:	NDEP has reviewed the application — including supporting materials — and has determined that the Recipient has the technical, managerial, and financial capability to manage a loan for the Project; and
WHEREAS:	NDEP has taken all necessary and proper actions as required by regulations on loan applications adopted by the State Environmental Commission (NAC 445A.6751 to 445A.67644, inclusive); and
WHEREAS:	The Board must give prior approval before NDEP may expend any money from the revolving fund account for the purposes set forth in NRS 445A.275.

IT IS RESOLVED by the Board for Financing Water Projects of the State of Nevada:

Section 1: This resolution shall be known as the "D08-0526 Nye County School District Project Loan Commitment"

Section 2: The loan for the Project shall be negotiated between the Recipient and NDEP. The loan will include terms and conditions as outlined in the staff report dated May 20, 2026, and must comply with applicable provisions in the Nevada Drinking Water Intended Use Plan.

Section 3: Based on NDEP's review of the application and recommendation to the Board concerning the Project, and subject to the provisions of Section 2 and 4 of this resolution, the Board approves a commitment of funds in the amount not to exceed $1,369,900.00 from the revolving fund account consistent with NRS 445A.265(3).

Section 4: The Board further recommends that NDEP take all other necessary and appropriate actions to advance the provisions of this resolution consistent with NRS 445A.200 to 445A.295, inclusive, and with corresponding regulations.

Section 5: This resolution shall be effective on its passage and approval.

PASSED, ADOPTED, AND SIGNED May 20, 2026

Signed:____

Chair
Board for Financing Water Projects

Attest:____

Advisor
Board for Financing Water Projects

STATE OF NEVADA)
) ss.
CARSON CITY)

I, Sheryl Fontaine, Advisor to the State Board for Financing Water Projects (the "Board"), do hereby certify that:

1. The foregoing pages constitute a true, correct, complete and compared copy of the "D08-0526 Nye County School District Project Loan Commitment" (the "Resolution"), which was passed and adopted by the Board at its May 20, 2026, meeting in Carson City, Nevada.

2. The original of the Resolution was signed by the acting chairman of the Board and authenticated by me as the Advisor to the Board.

3. The following members of the Board who were present,

Bruce Scott
Andy Belanger
Abigail Yacoben
Jeremy Hutchings

voted in favor of the passage of the Resolution.

4. All members of the Board were given due and proper notice of such meeting.

5. Pursuant to NRS 241.020, written notice of such meeting was given at least three working days before the meeting:

(a) By emailing a copy of the notice to each member of the Board:

(b) By posting a copy of the notice at the principal office of the Board, or if there is no principal office, at the building in which the meeting was held, and on the following State of Nevada websites:

(i) State of Nevada Public Notice Website - https://notice.nv.gov/

(ii) The Nevada Division of Environmental Protection's public notice website: https://ndep.nv.gov/posts

(iii) Department of Conservation and Natural Resources, 901 South Stewart St, Carson City

6. No other proceedings were adopted, and no other action taken or considered at such meeting relating to the subject matter of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand on this date.

05/27/2026

Sheryl Fontaine
Advisor for the Board for Financing Water Projects

Date

United States Environmental Protection Agency

____
EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

____
Typed Name & Title of Authorized Representative

____
Signature and Date of Authorized Representative