

CITY OF PIEDMONT

ORDINANCE AUTHORIZING IMPROVEMENTS TO THE EXISTING WATERWORKS SYSTEM OF THE CITY OF PIEDMONT, AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ACCEPTANCE BY THE CITY OF FUNDING ASSISTANCE IN THE AGGREGATE PRINCIPAL AMOUNT OF \$47,500 THROUGH THE WEST VIRGINIA DWTRF PROGRAM; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO ACCEPTANCE OF SUCH FUNDING; APPROVING, RATIFYING AND CONFIRMING THE FUNDING ASSISTANCE AGREEMENT RELATING TO SUCH FUNDING ASSISTANCE.

BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE CITY OF PIEDMONT:

WHEREAS, this Ordinance (together with any resolution supplemental hereto or amendatory hereof, or both, the "Ordinance") is adopted pursuant to the provisions of (i) Chapter 8, Article 19 and (ii) Chapter 22, Article 36 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and other applicable provisions of law;

WHEREAS, the City of Piedmont (the "Local Government") is authorized and empowered by the Act to design, acquire, construct, improve, operate and maintain a project to improve the potable waterworks system of the Local Government consisting of the completion of a Lead/Copper Waterline Study to determine improvements required for the System (the "Design Project") (the existing waterworks system of the Local Government, the Design Project and any further additions, betterments and improvements thereto are herein called the "System") and to finance the costs of the Design Project from funding assistance provided for the therefore;

WHEREAS, the Local Government has submitted an application for the Design Project to the West Virginia Drinking Water Treatment Revolving Loan Fund administered by the West Virginia Department of Environmental Protection (the "DEP") and the West Virginia Water Development Authority (the "Authority");

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

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

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

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

WHEREAS, the Council of the Local Government (the "Governing Body") deems it essential and desirable that this ordinance be enacted, that the Design Project be approved, and certain matters relating to the Funding Assistance be provided for herein, and that the Funding Assistance Agreement be approved and ratified and that the exact principal amount, date, and other terms of the Funding Assistance be determined in a resolution of the Governing Body adopted subsequent hereto (the "Supplemental Resolution").

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PIEDMONT, AS FOLLOWS:

Section 1. A. There is hereby authorized and ordered the implementation of the Design Project at an estimated cost not to exceed \$47,500. The proceeds of the Funding Assistance hereby authorized shall be applied to the costs of the Design Project.

B. The cost of the Design Project is estimated not to exceed \$47,750 of which it is estimated that \$47,500 will be obtained from the proceeds of the Funding Assistance, and approximately \$250.00 will be obtained from the City of Piedmont.

Section 2. The Local Government has or will enter into contracts for the Design Project, in amounts compatible with the financing plan submitted to the Authority and the DEP.

Section 3. The Local Government hereby ratifies, approves, and accepts the Funding Assistance Agreement, including all schedules and exhibits attached thereto, a copy of which is incorporated herein by reference, and the execution and delivery of the Funding Assistance Agreement by the Mayor of the Governing Body and the performance of the obligations contained therein, on behalf of the Local Government, are hereby authorized, approved and directed.

Section 4. The Local Government hereby affirms all covenants and representations made in the Funding Assistance Agreement and in the application to the DEP. The Local Government hereby agrees to comply with all covenants, conditions and requirements set forth in the Funding Assistance Agreement as set forth in Section 4.1 thereof and this Section 4 herein. The Local Government covenants as follows:

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

(b) The Local Government shall provide written notice and request approval of the disposition of the assets to the Authority and the DEP of any sale or other disposal of the System as a whole or substantially as a whole; provided, that if said sale or other disposition is to a non-governmental entity the Local Government shall obtain an appraisal of the assets purchased with the Funding Assistance and remit to the Authority for deposit into the Drinking Water Treatment Revolving Loan Fund an amount equal to the then depreciated value of the assets purchased;

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

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

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

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

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

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

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

Section 5. The Authority shall advance the proceeds of the Funding Assistance from time to time upon receipt of a requisition evidencing the costs incurred, of which requisitions have been approved by the DEP. Such amounts advanced under the Funding Assistance Agreement shall be deemed forgiven on the 30th day of June in the fiscal year in which they were advanced.

Section 6. The Mayor and Recorder of the Governing Body are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable in connection with the Funding Assistance hereby and by the Funding Assistance Agreement approved and provided for.

Section 7. The Design Project and the financing thereof with proceeds of the Funding Assistance from the DEP and the Authority are in the public interest, serve a public purpose of the Local Government and will promote the health, welfare, and safety of the residents of the Local Government.

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

Section 9. Prior to the closing of the Funding Assistance, this Ordinance may be amended or supplemented in any way by the Supplemental Resolution, specifically including, but not limited to, approval and ratification of the Funding Assistance Agreement and designation of the exact principal amount, date, and other terms of the Funding Assistance.

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

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same. Section 11. This Ordinance shall be effective immediately following adoption of the

Passed on First Reading: July 19, 2023

Passed on Second Reading: August 2, 2023

Passed on Final Reading
Following Public
Hearing: August 16, 2023

CITY OF PIEDMONT



Mayor

CERTIFICATION

Certified as a true copy of an Ordinance duly enacted by the Council of City of Piedmont
on the 16th day of August 2023.

Dated: August 30, 2023.

[SEAL]


Recorder

City of Piedmont
Funding Assistance
(West Virginia DWTRF Program)

SUPPLEMENTAL RESOLUTION

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

WHEREAS, the council (the “Governing Body”) of the City of Piedmont (the “Local Government”) has duly and officially adopted and enacted an ordinance, effective August 16, 2023 (the “Ordinance”), entitled:

ORDINANCE AUTHORIZING IMPROVEMENTS TO THE EXISTING WATERWORKS SYSTEM OF THE CITY OF PIEDMONT, AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ACCEPTANCE BY THE CITY OF FUNDING ASSISTANCE IN THE AGGREGATE PRINCIPAL AMOUNT OF \$47,500 THROUGH THE WEST VIRGINIA DWTRF PROGRAM; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO ACCEPTANCE OF SUCH FUNDING; APPROVING, RATIFYING AND CONFIRMING THE FUNDING ASSISTANCE AGREEMENT RELATING TO SUCH FUNDING ASSISTANCE.

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

WHEREAS, the Ordinance provides for the Funding Assistance in a principal amount not to exceed \$47,500 (the “Funding Assistance”) and has authorized the execution and delivery of the Funding Assistance Agreement relating to the Funding Assistance, including all schedules and exhibits attached thereto, by and among the Local Government, the West Virginia Water Development Authority (the “Authority”), and the West Virginia Department of Environmental Protection (the “DEP”) for the Funding Assistance (the “Funding Assistance Agreement”), all in accordance with, Chapter 8 Article 19 and Chapter 22, Article 36 of the West Virginia Code of 1931, as amended (collectively, the “Act”);

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PIEDMONT:

Section 1. Pursuant to the Ordinance and the Act, this Supplemental Resolution is adopted and there is hereby authorized and ordered the Funding Assistance in the principal amount of \$47,500. The Funding Assistance shall be dated the date of delivery thereof and shall bear no interest. The principal amounts advanced under the Funding Assistance will be deemed forgiven on the 30th day of June in the fiscal year in which advanced. The Funding Assistance shall be deemed no longer Outstanding after the last advance is forgiven. The Funding Assistance may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the DEP, and otherwise in compliance with, the Funding Assistance Agreement. The Funding Assistance is not subject to an Administrative Fee.

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

Section 3. The Local Government does hereby appoint and designate M&T Bank, Westernport, Maryland, to serve as Depository Bank.

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

Section 5. The Mayor and the Recorder are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable in connection with the Funding Assistance hereby and by the Ordinance approved and provided for, to the end that the Funding Assistance may be delivered on or about August 30, 2023, to the Authority pursuant to the Funding Assistance Agreement.

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

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

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

Adopted this 16th day of August, 2023.

CITY OF PIEDMONT

By: Paula Boggs
Its: Mayor

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Council of the City of Piedmont on the 16th day of August, 2023.

Dated: August 30, 2023.

[SEAL]


Recorder



west virginia department of environmental protection

Division of Water and Waste Management
601 57th Street, SE
Charleston, WV 25304
Phone: 304-926-0495 / Fax: 304-926-0463

Harold D. Ward, Cabinet Secretary
dep.wv.gov

August 8, 2023

The Honorable Paula Boggs
Mayor, City of Piedmont
52 Second Street
Piedmont, WV 26750-1000

RE: City of Piedmont
DWTRF Binding Commitment
Lead Service Line Inventory
DWTRF No. 23DWTRFA024LSL
IJDC No. 2023W-2422

Dear Mayor Boggs,

This letter is a binding commitment to provide financing through the Drinking Water Treatment Revolving Fund (Fund) program for the development of a Lead Service Line Inventory.

We are hereby committing a forgivable loan in the amount of \$47,500 which will not be subject to any repayments.

If the City's bonds have not been issued to the Fund prior to December 30, 2023, it is understood that the Fund reserves the right to discontinue processing the City's application and, on that day, will have no further responsibilities or obligations hereunder.

Should you have any questions, please do not hesitate to contact me at (304) 926-0499 extension 43830, or Katheryn.D.Emery@wv.gov.

Sincerely,

Katheryn D. Emery, P.E.
Director

KE/ct

cc: Kim Ruddle, Region 8
Samme L. Gee, Esquire, Jackson & Kelly
Wayne Morgan, WV IJDC
OEHS Kearneysville District Office
Meredith Vance, BPH



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

Writer's Contact Information

August 30, 2023

City of Piedmont
Funding Assistance
(West Virginia DWTRF Program)

City of Piedmont
Piedmont, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Department of Environmental Protection
Charleston, West Virginia

Ladies and Gentlemen:

We are counsel to the City of Piedmont, a municipality in Mineral County, West Virginia (the "Local Government"). As such counsel, we have examined a certified copy of proceedings and other papers relating to the authorization of a Funding Assistance Agreement dated August 30, 2023, including all schedules and exhibits attached thereto (the "Funding Assistance Agreement"), between the Local Government and the West Virginia Water Development Authority (the "Authority") on behalf of the West Virginia Department of Environmental Protection (the "DEP"). All capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Funding Assistance Agreement and the Local Act.

The Funding Assistance is being provided for the purposes of (i) paying a portion of the costs of the Design Project; and (ii) paying costs of issuance and related costs.

We have also examined the applicable provisions of Chapter 8, Article 19 and Chapter 22, Article 36 of the Code of West Virginia, 1931, as amended (the "Local Statute"), and the Ordinance enacted by the Local Government on August 16, 2023 as supplemented by Supplemental Resolution adopted August 16, 2023 (collectively, the "Local Act"), pursuant to and under which Local Statute and Local Act, the Funding Assistance is authorized and the Funding Assistance Agreement has been undertaken. The Funding Assistance is forgivable at the end of each fiscal year in which funds are advanced for the Design Project.

Based upon the foregoing and upon my examination of such other documents as we have deemed necessary, we are of the opinion as follows:

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

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

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

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

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

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

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

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

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

Very truly yours,


STEPTOE & JOHNSON PLLC

August 30, 2023

City of Piedmont
Funding Assistance
(West Virginia DWTRF Program)

City of Piedmont
Piedmont, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Department of Environmental Protection
Charleston, West Virginia

Ladies and Gentlemen:

Based upon the rates and charges as set forth in the water rate ordinance of the City of Piedmont enacted January 14, 2020, and the projected operating expenses and the anticipated customer usage as furnished to us by Issuer, it is our opinion that such rates and charges will be sufficient to provide revenues which, together with other revenues of the waterworks system of the Issuer, will pay all operating expenses and leave a balance each year equal to at least 120% of the maximum amount required in any year for debt service on the Issuer's: (i) Water Revenue Bonds, Series 2001 A (United States Department of Agriculture), dated March 15, 2001, issued in the original aggregate principal amount of \$950,000 (the "Series 2001 A Bonds"); and (ii) Water Revenue Bonds, Series 2001 B (United States Department of Agriculture), dated March 15, 2001, issued in the original aggregate principal amount of \$350,000 (the "Series 2001 B Bonds") (collectively, the "Prior Bonds").

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

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

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

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

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

Sincerely,

A handwritten signature in blue ink that reads "Brad Ryan". The signature is fluid and cursive, with the first name "Brad" being larger and more prominent than the last name "Ryan".

Brad Ryan, CPA
BOCEPHUS LLC
ACCOUNTING AND TAX SERVICES

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

900 Pennsylvania Avenue, Suite 1117, Charleston, WV 25302

Phone: (304) 558-3971

FAX: (304) 558-1280

mbc.wv.gov

Date of Report:

8/30/2023

ISSUE: City of PiedmontFunding Assistance (West Virginia DWTRF Program)ADDRESS: 52 Second Street, Piedmont, West Virginia 26705COUNTY: MineralPURPOSE OF ISSUE: ☒ New Money
☐ RefundingRefunding issue(s) dated: NA

ISSUE DATE: _____

RATE: 0.00% ADMIN FEE NAISSUE AMOUNT: \$ 47,500.001st DEBT SERVICE DUE: NA1st PRINCIPAL DUE: NA1st DEBT SERVICE AMOUNT: NAPAYING AGENT: NABOND COUNSEL: Step toe and Johnson PLLCUNDERWRITERS COUNSEL: Jackson KellyContact Name: John StumpContact Name: Samme GeePhone: 304.353.8196Phone: 304.340.1318Email: john.stump@step toe-johnson.comEmail: sgee@jacksonkelly.comCLOSING BANK: M&T Bank

ESCROW TRUSTEE: _____

Contact Name: Kathy Beverage

Contact Name: _____

Phone: 301.359.3049

Phone: _____

Email: _____

Email: _____

KNOWLEDGEABLE ISSUER CONTACT:

OTHER: Department of Environmental ProtectionContact Name: Paula BoggsContact Name: Christopher ThomasTitle: MayorTitle: Technical AnalystPhone: 304.355.2621Phone: 304.414.1981Email: pboggs@martin.lib.wv.usEmail: Christopher.W.Thomas@wv.gov

DEPOSITS TO MBC AT CLOSE: _____

Accrued Interest: _____

By: Wire _____

Capitalized Interest: _____

Check _____

Reserve Account: _____

In-house Transfer _____

Other: _____

REFUNDS & TRANSFERS BY MBC AT CLOSE:

To Escrow Trustee: _____

By: Wire _____

To Issuer: _____

Check _____

To Cons. Invest Fund: _____

IGT _____

To Other: _____

ISSUER NUMBERS:

BANK ID NUMBER: _____

CUSIP: _____

ACCOUNT NUMBER: _____

PROGRAM NUMBER: _____

NOTES: The Funding Assistance is forgivable. No accounts are set up at the Commission

FOR MUNIICIPAL BOND COMMISSION USE ONLY:

Documents Required: _____

Transfers Required: _____