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City of Walterboro

242 Hampton Street

Walterboro, South Carolina 29488

Mailing Address:

Post Office Box 709

Walterboro, South Carolina 29488-0008

**Walterboro City Council
Public Hearing and Regular Meeting
November 1, 2016
City Hall
6:15 P.M.**

A G E N D A

I. Call to Order:

1. Invocation.
2. Pledge of Allegiance.

II. Public Input on Agenda Items:

III. Public Hearing:

1. **Ordinance # 2016-09**, An Ordinance Providing for the Issuance and Sale of Waterworks and Sewer System Revenue Bonds of the City of Walterboro, South Carolina, and Other Matters Relating Thereto.
2. **Ordinance # 2016-10**, A Series Ordinance, Approving the Financing of a Wastewater Treatment Plant Upgrade Through the Borrowing of Not Exceeding One Million Five Hundred Thousand Dollars (\$1,500,000), Plus Capitalized Interest, If Any, from the State Water Pollution Control Revolving Fund, by Agreement with the South Carolina Water Quality Revolving Fund Authority, Pursuant to Title 48, Chapter 5, Code of Laws of South Carolina, 1976, as Amended; Providing for the Agreement to Make and to Accept a Loan, the Execution and Delivery of a Loan Agreement Between the City of Walterboro, South Carolina and the South Carolina Water Quality Revolving Fund Authority, the Execution and Delivery of a Promissory Note from the City of Walterboro, South Carolina to the South Carolina Water Quality Revolving Fund Authority; and Other Matters Relating Thereto.

IV. Presentation:

1. South Carolina Legislative Update - Senator Margie Bright-Matthews.
2. Jack Jackson, Southeastern Solar Development, LLC.

V. Approval of Minutes:

1. Minutes of the October 4, 2016 Regular Meeting (Minutes attached).

VI. Old Business:

1. **Ordinance # 2016-09**, An Ordinance Providing for the Issuance and Sale of Waterworks and Sewer System Revenue Bonds of the City of Walterboro, South Carolina, and Other Matters Relating Thereto, **(Amended and Restated Bond Ordinance)**, **Second Reading and Adoption** (Ordinance attached).

2. **Ordinance # 2016-10**, A Series Ordinance, Approving the Financing of a Wastewater Treatment Plant Upgrade Through the Borrowing of Not Exceeding One Million Five Hundred Thousand Dollars (\$1,500,000), Plus Capitalized Interest, If Any, from the State Water Pollution Control Revolving Fund, by Agreement with the South Carolina Water Quality Revolving Fund Authority, Pursuant to Title 48, Chapter 5, Code of Laws of South Carolina, 1976, as Amended; Providing for the Agreement to Make and to Accept a Loan, the Execution and Delivery of a Loan Agreement Between the City of Walterboro, South Carolina and the South Carolina Water Quality Revolving Fund Authority, the Execution and Delivery of a Promissory Note from the City of Walterboro, South Carolina to the South Carolina Water Quality Revolving Fund Authority; and Other Matters Relating Thereto, **Second Reading and Adoption** (Ordinance attached).

VII. New Business:

1. **Ordinance # 2016-11**, An Ordinance Authorizing the City of Walterboro to Join with Colleton County and the Walterboro-Colleton County Airport Commission to Convey by Quit Claim Deed Unto Sealcraft Corporation, as the Grantee, All of its Rights, Titles and Interests, Including but Not Limited to Any and All Reversionary Interest, in and to the 5.00 Acre, More or Less, Tract of Land, Situated in Colleton County, South Carolina, and Being Located in the Industrial Area at 418 Wellston Circle, Walterboro, SC 29488, and Being Designated as Colleton County TMS Number 132-00-00-019, and Now Owned by Sealcraft Corporation, **First Reading by Title Only** (Ordinance attached).

2. Consideration of Funding Recommendations from the Accommodations Tax Advisory Committee (Memorandum attached).

3. Request to Use Downtown Waterfall Plaza on **November 8-9, 2016** for Bike Display by Charles Fox, Event Coordinator, Festivelo.

VII. New Business (Cont.):

4. Request to Close Streets for Turkey Trot 5K Run/Walk, **November 24, 2016**, from 8:00 A.M. to 9:30 A.M. by Walterboro-Colleton Chamber of Commerce (Letter attached).
5. Request to Close Streets for Annual Santa Sprint Run on **December 3, 2016** from 8:00 A.M. to 10:00 A.M. by Colleton County Arts Council (Letter attached).
6. Request to Use City Parking Lot for 1st Annual Rock-In the Holidays Festival on **December 4, 2016 from 3:00 P.M. until End of Parade**, by Michelle Strickland, Tourism Director (Letter attached).
7. Request to Close Streets for Sarah Cole's Cancer 5K Run on **March 25, 2017 from 9:00 A.M. to 12:00 P.M.** (Proceeds to go to MUSC Hospital) (Letter attached).

VIII. Committee Reports:

IX. City Manager's Report:

X. Executive Session:

1. Discussion of Negotiations Incident to Proposed Contractual Arrangements - Architectural Services for the Walterboro Wildlife Sanctuary Discovery Center.
2. Personnel Matter.

XI. Open Session:

1. Council May Take Action on Matters Discussed in Executive Session.

XII. ADJOURNMENT.

**AFFIDAVIT OF PUBLICATION
IN**

The Press and Standard

PERSONALLY appeared before me, William B. Moore, who being duly sworn, says that he is the publisher of The Press and Standard, published on Thursday of each week in Walterboro, County of Colleton, State of South Carolina; that the notice, of which a printed copy is hereby attached, was published in The Press and Standard for **One (1)** issues, and publication commencing on October 20, 2016 and ending on October 20, 2016.

SWORN to before me

this 24 day of OCT, 20 16
Barbara McCall (L.S.)

Notary Public for South Carolina

Commission Expires 6-4-22



William B. Moore



PUBLIC HEARING NOTICE

Walterboro City Council will hold a public hearing on Tuesday, November 1, 2016 at 6:15 P.M. in City Hall, 242 Hampton Street, to receive public comments on the following proposed ordinances:

Ordinance # 2016-09, An Ordinance Providing for the Issuance and Sale of Waterworks and Sewer System Revenue Bonds of the City of Walterboro, South Carolina, and Other Matters Relating Thereto, (Amended and Restated Bond Ordinance).

Ordinance # 2016-10, A Series Ordinance, Approving the Financing of a Wastewater Treatment Plant Upgrade Through the Borrowing of Not



COLLETON COUNTY
SOUTH CAROLINA

Colleton County Legislative Delegation

403 East Washington Street, Suite C

Post Office Box 2103

Walterboro, South Carolina 29488

Telephone: (843) 549-7586 Fax: (843)549-1281 Cell: (704) 607-5724

Senator Margie Bright Matthews

District 45

Senator John W. Matthews, Jr.

District 39

Senator C. Bradley Hutto

District 40

Senator George E. Campsen, III

District 43

Representative Kenneth F. Hodges

District 121

Representative Robert L. Brown

District 116

Representative Patsy G. Knight

District 97

Representative Justin T. Bamberg

District 90

August 4, 2016

The Honorable William T. Young, Jr.

Mayor, City of Walterboro

242 Hampton Street

Walterboro, South Carolina 29488

Re: Agenda- November 1, 2016

Dear Mayor Young:

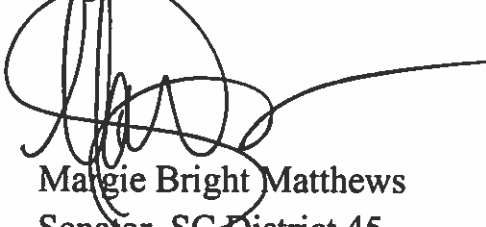
As we have wrapped up the 2016 session in the General Assembly, I wanted to reach out to all of the councils to provide an update on the progress made that may impact Colleton County. I have asked my legislative assistant to coordinate with your clerk to schedule a time that I can appear on your agenda.

Tentatively, it appears the November 1, 2016 meeting may be the first available date. Please advise whether my legislative update can be placed on your agenda.

I want to remind you that I will make myself available for any planning sessions or retreats in the future. I know that we are all dedicated to making sure that Colleton moves forward, together.

Please confirm that agenda placement and advise of the time that will be allotted for the presentation. Paula Todd in the delegation office will be available to confirm this with your clerk. I look forward to us continuing to work together for the betterment of Colleton.

Regards,



Margie Bright Matthews
Senator, SC District 45

MBM/pt

cc: Kevin Griffin, County Administrator

Walterboro City Council
Public Hearing and Regular Meeting
October 4, 2016

MINUTES

A Public Hearing and Regular Meeting of Walterboro City Council was held at City Hall on Tuesday, October 4, 2016 at 6:15 P.M. with Mayor Bill Young presiding.

PRESENT WERE: Mayor Bill Young, Council Members: Jimmy Syfrett, Paul Siegel, Tom Lohr, Bobby Bonds, James Broderick and Judy Bridge. City Manager Jeff Molinari, City Clerk Betty Hudson and City Attorney George Cone were also present. Approximately 12 persons were present in the audience.

There being a quorum present, the Mayor called the meeting to order and welcomed everyone to the meeting. He then invited everyone to stand and join Council in its invocation and the Pledge of Allegiance. Council Member Syfrett gave the invocation and Council Member Bridge led the Pledge of Allegiance to our flag.

PUBLIC INPUT ON AGENDA ITEMS:

There were no public comments of questions raised on agenda items.

PUBLIC HEARING:

1. Ordinance # 2016-07, An Ordinance to Amend Ordinance # 2016-04, So As to Set the Local Option Sales Tax Credit Factor in the Fiscal Year 2016-2017 Budget.

City Manager Molinari told Council that the Local Option Sales Tax Credit Factor is determined by a simple formula by taking the anticipated Local Option Sales Tax Collections and divide it by the total appraised value of property in the City. We typically don't get these numbers from the County until July. We now have that number and are anticipating collections in the amount of \$894,396. Our total appraised value of property in the City is \$516,176,154, which comes out to a Local Option Sales Tax Credit Factor of .001733. We need to get that figure to the County so that it can be reflected on the tax bills that go out this month.

No public comments/questions were raised by the public.

2. Ordinance # 2016-08, An Ordinance to Amend Appendix A, Meetings of Council, Section 2.218, Order of Business, of the Code of Ordinances of the City of Walterboro.

City Manager Molinari explained that this ordinance clarifies our Code of Ordinances and our order of business to reflect how we have been conducting meetings. He brought attention to item 13, which states that after Council comes out of Executive Session that it may take action on matters discussed in Executive Session. This particular session was amended due to a court case which involved the Town of Mount Pleasant. Including this in our order of business makes it clear that City Council may take action after meeting in Executive Session.

No public comments or questions were raised. The public hearing was closed and the regular meeting began.

APPROVAL OF MINUTES:

Upon motion of Council Member Bridge, seconded by Council Member Broderick, the Minutes of the September 6, 2016 Regular City Council Meeting were approved as submitted with all members voting in favor.

MINUTES/Page II

OLD BUSINESS:

1. **Ordinance # 2016-07, An Ordinance to Amend Ordinance # 2016-04, So As to Set the Local Option Sales Tax Credit Factor in the Fiscal Year 2016-2017 Budget, Second Reading and Adoption**

A motion was made by Council Member Siegel, seconded by Council Member Syfrett, giving Second Reading and Adoption to Ordinance # 2016-07, being: An Ordinance to Amend Ordinance # 2016-04, So As to Set the Local Option Sales Tax Credit Factor in the Fiscal Year 2016-2017 Budget. The motion passed unanimously.

2. **Ordinance # 2016-08, An Ordinance to Amend Appendix A, Meetings of Council, Section 2.218, Order of Business, of the Code of Ordinances of the City of Walterboro, Second Reading and Adoption**

A motion was then made by Council Member Syfrett, seconded by Council Member Lohr, giving Second Reading and Adoption to Ordinance # 2016-08, being: An Ordinance to Amend Appendix A, Meetings of Council, Section 2.218, Order of Business, of the Code of Ordinances of the City of Walterboro. All in favor. None Opposed. Motion carried.

NEW BUSINESS:

1. **Resolution No. 2016-09, A Resolution to Establish Just Compensation for North Lemacks Neighborhood Revitalization, Phase III, CDBG# 4-V-14-002**

City Manager Molinari stated, as you are aware, we are in the mist of implementing Phase III of the North Lemacks Street Revitalization Project. One of the components of this project is a trail that is going to provide connectivity to the Gruber Street park. There are three parcels adjacent to the park that the City will need to secure easements for in order to construct the trail. Because there is federal money involved, we are required to have an appraisal done on each parcel, which we have done. As you see in the resolution that each parcel has a value. This resolution is a requirement by the Department of Commerce, which will authorize the City to provide just compensation for each easement. You will see the three (3) parcels - two are on Grant Street, and one is on North Lemacks Street. The aggregate amount is \$10,200. This will all be provided through the CDBG grant.

A motion was then made by Council Member Broderick, seconded by Council Member Bridge, to adopt Resolution No. 2016-09, A Resolution to Establish Just Compensation for North Lemacks Neighborhood Revitalization, Phase III, CDBG # 4-V-14-002.

In discussing the motion, Council Member Bonds asked if this is part of the CDBG # 4-V-14-002. He asked, who is paying for it? Mr. Molinari answered, this is paid by the CDBG grant. Councilman Bonds then asked, so what happens when these folks are not satisfied with the price and we get into litigation over that, and the City is served. What happens then? City Manager Molinari responded that the City is required to offer the amount that the property is appraised for. If the property owner objects to that amount, we will have to make a determination on whether it would be in the City's best interest to offer them more money, which would come from the City or to pursue condemnation. I would think at this point that the path of least resistance would be to offer additional compensation, but at this point, we have not spoken to the property owners and I won't know until I receive a counter offer if there is one. Mr. Bonds then asked how did D&B Appraisal Services get this job? Who are they and how

MINUTES/Page III

did they get the go ahead to appraise the properties? Mr. Molinari answered, that was actually done through the Lowcountry Council of Governments. They did the selection and I believe that Mr. Larry Berry was selected as the appraiser. LCOG handled all of that for the City.

The motion to adopt Resolution No. 2016-09 then passed with all members voting in favor.

2. **Request for Street Closings for the Annual Christmas Parade on December 4, 2016 by the Colleton County Rice Festival Board**

A motion to approve the request as submitted to close the streets for the Annual Christmas Parade by the Colleton County Rice Festival was made by Council Member Bonds, seconded by Council Member Lohr and passed unanimously.

3. **Designation of Voting Delegate for the NLC City Summit in Pittsburgh, PA, November 16-19, 2016**

Mayor Young then moved to appoint Council Member Broderick as the voting Delegate. Council Member Syfrett seconded the motion that passed with all members voting in favor.

COMMITTEE REPORTS:

There were no Committee Reports given.

CITY MANAGER'S REPORT:

There was no City Manager's Report given.

EXECUTIVE SESSION:

The Mayor then entertained a motion to enter into an Executive Session. Council Member Bonds so moved and Council Member Broderick seconded the motion that passed unanimously. The Mayor then announced that the meeting would enter into an Executive Session for:

- 1) A Discussion of Negotiations incident to Proposed Contractual Arrangements - Walterboro Wildlife Sanctuary Discovery Center.
- 2) Receipt of Legal Advice - Encroachment Permit Process for Property Owners Along Former Seaboard Coastline Railroad Right-of-Way.

The meeting then convened into an Executive Session.

At approximately 7:27 P.M., a motion was made by Council Member Lohr to exit Executive Session and return to Open Session. Council Member Bridge seconded the motion. All in favor. None opposed. Motion carried.

OPEN SESSION:

The meeting returned to Open Session and there being no further business, a motion to adjourn was made by Council Member Bridge, seconded by Council Member Siegel and passed unanimously. The Mayor adjourned the meeting at 7:27 P.M.

Walterboro City Council
Public Hearing and Regular Meeting
October 4, 2016

MINUTES/Page IV

Notice of this meeting was distributed to all local media, posted on the City's website, and the City Hall bulletin board at least twenty-four hours prior to meeting time.

Respectfully,

Betty J. Hudson
City Clerk

ORDINANCE # 2016-09

AN ORDINANCE

PROVIDING FOR THE ISSUANCE AND SALE OF WATERWORKS AND SEWER SYSTEM REVENUE BONDS OF THE CITY OF WALTERBORO, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO.

AMENDED AND RESTATED BOND ORDINANCE

DATED: NOVEMBER 1, 2016

TABLE OF CONTENTS

(This Table of Contents is not a part of the Bond Ordinance
and is for convenience of reference only.)

ARTICLE I - FINDINGS AND DETERMINATIONS..... 1
 Section 1.01 Findings and Determinations 1

ARTICLE II - DEFINITIONS, CONSTRUCTION AND INTERPRETATIONS 3
 Section 2.01 Definition of Ordinance 3
 Section 2.02 Defined Terms..... 3
 Section 2.03 Interpretations..... 12

ARTICLE III - FISCAL YEAR 13
 Section 3.01 Establishment and Modification of Fiscal Year..... 13

ARTICLE IV - THE BONDS 14
 Section 4.01 Authorization for Bonds in Series..... 14
 Section 4.02 Conditions to Issuance of Bonds of a Series 16
 Section 4.03 Reliance on Certificates 19
 Section 4.04 Execution of Bonds 19
 Section 4.05 Authentication 20
 Section 4.06 Medium of Payment 20
 Section 4.07 Mutilated, Lost, Stolen or Destroyed Bonds 20
 Section 4.08 Transfer and Registry; Persons Treated as Owners 20
 Section 4.09 Date and Payment Provisions..... 21
 Section 4.10 Transferability of Bonds..... 21
 Section 4.11 Regulations With Respect to Exchanges and Transfer 21
 Section 4.12 Cancellation and Destruction of Mutilated, Paid or Surrendered Bonds 22
 Section 4.13 Notice of Redemption 22
 Section 4.14 Cancellation of Bonds Which Have Been Redeemed..... 23
 Section 4.15 Restriction on Optional Redemption..... 23
 Section 4.16 Selection of Bonds To Be Redeemed..... 24
 Section 4.17 Purchase of Bonds..... 24
 Section 4.18 Bonds Issued as Taxable Obligations 24
 Section 4.19 Security for Payment of Bonds; Priority of Lien 24
 Section 4.20 Bonds in Book-Entry Form..... 25
 Section 4.21 Waiver of Certain Provisions 25

ARTICLE V - RATES AND CHARGES 26
 Section 5.01 Rate Covenant 26

ARTICLE VI - JUNIOR LIEN BONDS AND SPECIAL FACILITIES BONDS..... 28
 Section 6.01 Right to Issue Junior Lien Bonds; Accession Thereof to Status of Bonds 28
 Section 6.02 Right to Issue Special Facilities Bonds 29
 Section 6.03 Lease Financing Agreements 29

ARTICLE VII - ESTABLISHMENT OF FUNDS 30
 Section 7.01 Requirement for Special Funds 30
 Section 7.02 The Gross Revenue Fund 30
 Section 7.03 Debt Service Funds 30
 Section 7.04 The Debt Service Reserve Funds 31
 Section 7.05 The Operation and Maintenance Fund 33

Section 7.06	The Depreciation and Contingent Fund	33
Section 7.07	The Rate Stabilization Fund.....	34
Section 7.08	Investments of Funds	34
ARTICLE VIII - DISPOSITION OF REVENUES.....		35
Section 8.01	Deposits to Gross Revenue Fund; Dispositions Therefrom.....	35
Section 8.02	Payments for Bonds	35
Section 8.03	Deposits for the Debt Service Reserve Funds - Valuation.....	36
Section 8.04	Deposits for the Operation and Maintenance Fund.....	37
Section 8.05	Reimbursement of Interest on Amounts Advanced by Credit Providers for the Debt Service Reserve Fund.	37
Section 8.06	Deposits for the Depreciation and Contingent Fund.....	37
Section 8.07	Payments for Junior Lien Bonds	37
Section 8.08	Use of Surplus Money.....	37
ARTICLE IX - AGREEMENT TO FURNISH INFORMATION WITH RESPECT TO SYSTEM.....		39
Section 9.01	Keeping Records	39
Section 9.02	Audit Required	39
ARTICLE X - INSURANCE		40
Section 10.01	Requirement of Insurance	40
ARTICLE XI - ADDITIONAL COVENANTS		42
Section 11.01	Additional Covenants to Secure Bonds.....	42
Section 11.02	Acquisition of Additional Utilities.....	43
Section 11.03	Sale, Exchange, Removal or Disposal of Component of System	44
ARTICLE XII - MODIFICATION OF ORDINANCE		45
Section 12.01	Modification Without Bondholder Approval.....	45
Section 12.02	Modification with Bondholder Approval.....	45
Section 12.03	Procedure for Procuring Bondholder Approval	46
Section 12.04	Notice to Rating Agencies.....	46
ARTICLE XIII - EVENTS OF DEFAULT.....		47
Section 13.01	Events of Default.....	47
ARTICLE XIV - REMEDIES		49
Section 14.01	Acceleration; Annulment of Acceleration.....	49
Section 14.02	Additional Remedies and Enforcement of Remedies	49
Section 14.03	Application of Revenues and Other Moneys After an Event of Default	50
Section 14.04	Remedies Not Exclusive	52
Section 14.05	Remedies Vested in Trustee	52
Section 14.06	Majority of Bondholders Control Proceedings	52
Section 14.07	Individual Bondholder Action Restricted	53
Section 14.08	Termination of Proceedings	54
Section 14.09	Waiver and Nonwaiver of Event of Default.....	54
Section 14.10	Notice of Events of Default.....	54
Section 14.11	Rights of Insurers	55
ARTICLE XV - TRUSTEE AND ITS FUNCTIONS; OTHER FIDUCIARIES		56
Section 15.01	Appointment and Vesting of Powers in Trustee; Limitation of Rights of Bondholders to Appoint Trustee.....	56
Section 15.02	Functions of Trustee.....	56

Section 15.03	Duty of Trustee with Respect to Deficits in Debt Service Funds	56
Section 15.04	Acceptance by Trustee Required.....	57
Section 15.05	Liability as to Recitals in Bond Ordinance and Bonds	57
Section 15.06	Trustee May Rely on Notices, etc	57
Section 15.07	Trustee Permitted to Resign	57
Section 15.08	Removal of Trustee	57
Section 15.09	Appointment of Successor Trustee Upon Resignation or Removal of Trustee.....	58
Section 15.10	When Bondholder May Seek Successor Trustee.	58
Section 15.11	Acceptance by Successor Trustee	58
Section 15.12	Effect of Trustee Merging With Another Bank	58
Section 15.13	Trustee to Secure Funds and Securities Held in Trust	59
Section 15.14	Disposition of Paid Bonds.....	59
Section 15.15	Appointment of Substitute Registrar.....	59
Section 15.16	Additional Provisions Regarding the Trustee	59
ARTICLE XVI - DEFEASANCE	63
Section 16.01	Defeasance Generally.....	63
Section 16.02	Money to be Held in Trust - When Returnable to the City	63
Section 16.03	Deposits With Trustee Subject to Conditions of Article XVI.....	64
Section 16.04	No Defeasance of Series of Bonds Paid by Insurer	64
ARTICLE XVII - MISCELLANEOUS	65
Section 17.01	Miscellaneous Rights of an Insurer	65
Section 17.02	Purpose of Covenants in Bond Ordinance	66
Section 17.03	Severability.....	66
Section 17.04	Remedies Granted by Ordinance Not Being Available to Holders of Other Bonds	66
Section 17.05	Authorization to Sign	66
Section 17.06	Repealing Clause.....	66
Section 17.07	Governing Law.....	66
Section 17.08	Date Effective.....	67

**EXHIBIT A CONSENT OF SOUTH CAROLINA WATER QUALITY
REVOLVING FUND AUTHORITY**

EXHIBIT B CONSENT OF BRANCH BANKING AND TRUST COMPANY

BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF WALTERBORO, SOUTH CAROLINA IN A COUNCIL ASSEMBLED, AS FOLLOWS:

ARTICLE I - FINDINGS AND DETERMINATIONS

Section 1.01. Findings and Determinations.

Incident to the enactment of this amended and restated bond ordinance (this "***Bond Ordinance***"), the City Council of the City of Walterboro (the "***City Council***"), the governing body of the City of Walterboro, South Carolina (the "***City***"), finds that the facts set forth in this Article exist, and the statements herein are in all respects true and correct:

1. The City is a municipal corporation of the State of South Carolina (the "***State***"), located in Colleton County, South Carolina (the "***County***"), and as such possesses all general powers granted by the Constitution and laws of the State to municipal corporations, including the power to operate utility systems and to furnish water and sewer collection for domestic and industrial use both within and without the corporate limits of the City.

2. The City, pursuant to State law, owns, operates, and maintains a waterworks system, which furnishes water to commercial, industrial and residential users, and a sewer system which provides for the collection, treatment and disposal of sewage from commercial, industrial and residential users.

3. By the provisions of an ordinance enacted by the City Council on November 5, 1974, and in accordance with State law, the City combined its waterworks system and its sewer system into a single system, which is now known as the Waterworks and Sewer System of the City of Walterboro, South Carolina (the "***System***").

4. The City, acting by and through the City Council, is responsible for the management of the System and the issuance of revenue bonds to defray the costs of capital improvements to the System.

5. The revenues of the System are presently pledged and hypothecated to secure the payment of the following revenue bonds issued by the City:

- (a) the now outstanding installments of the originally issued \$3,040,971 Waterworks and Sewer System Improvement Revenue Bond, Series 2009, dated August 14, 2009 (the "***2009 Bond***"); and

(b) the now outstanding installments of the originally issued \$1,940,000 Waterworks and Sewer System Refunding Revenue Bond, Series 2011B, dated August 30, 2011 (the "**2011B Bond**") and together with the 2009 Bond, the "**Outstanding Bonds**").

6. The Outstanding Bonds were issued in accordance with and are currently governed by the provisions of a bond ordinance enacted by the City Council on December 15, 1998 (the "**Original Bond Ordinance**").

7. By the terms of this Bond Ordinance, the City proposes to amend and restate all provisions of the Bond Ordinance. As a result, the written consent of all of the holders of the Outstanding Bonds is required to implement and effect the provisions of this Bond Ordinance. The City intends to solicit and receive the consent of the all of holders of the Outstanding Bonds regarding the implementation of this Bond Ordinance.

8. The 2009 Bond is currently held by the South Carolina Water Quality Revolving Fund Authority (the "**Water Quality Authority**"). The 2011B Bond is currently held by Branch Banking and Trust Company ("**BB&T**") and together with the Water Quality Authority, the " **Holders**").

9. The Holders have each initially indicated that they will grant their consent to the implementation of this Bond Ordinance. In order to confirm and evidence such consent, the City has requested that each of BB&T and the Water Quality Authority execute a written consent certificate (the "**Consent**"), the forms of which are attached hereto as **Exhibits A and B**.

10. The City is currently contemplating the issuance of its Waterworks and Sewer System Improvement Revenue Bond, Series 2016 (the "**2016 SRF Bond**").

11. Upon the issuance of the Series 2016 SRF Bond (and the receipt of the Consent of BB&T and the Water Quality Authority) the Series 2016 SRF Bond, all outstanding Series of Bonds and all future Series of Bonds shall be controlled by the provisions of this Bond Ordinance.

12. By reason of the foregoing, the City has determined to enact this Bond Ordinance to authorize the issuance of Bonds of the System.

[End of Article I]

ARTICLE II - DEFINITIONS, CONSTRUCTION AND INTERPRETATIONS

Section 2.01 Definition of Ordinance.

This ordinance may be hereafter cited and is hereinafter sometimes referred to as the Bond Ordinance; such term shall include all ordinances supplemental to, or amendatory of, this Bond Ordinance.

Section 2.02 Defined Terms.

In this Bond Ordinance, terms defined in Article I shall have the meaning assigned therein, and unless a different meaning clearly appears from the context, the following terms shall have the meanings assigned below:

“Accreted Value” shall mean the amounts set forth in or the amounts determined in the manner set forth in, a Series Ordinance, authorizing the issuance of Bonds in the form of Capital Appreciation Bonds.

“Annual Budget” shall mean the budget or amended budget of the City for the System in effect as provided in or adopted pursuant to the provisions of this Bond Ordinance.

“Annual Principal and Interest Requirement” shall mean, with respect to any particular Fiscal Year and to a Series of Bonds Outstanding, an amount (other than amounts paid from proceeds of Bonds) equal to the sum of (1) all interest payable on such Series of Bonds during such Fiscal Year, plus (2) any Principal Installment of such Series of Bonds during such Fiscal Year, minus (3) any Interest Payment Subsidies received by the City for such Series of Bonds during such Fiscal Year and used to pay debt service on such Series of Bonds during such Fiscal Year.

For purposes of computing the Annual Principal and Interest Requirement:

(a) the rate of interest used to determine (1) above shall be a rate per annum equal to (i) with respect to any Series of Bonds which bear interest at a fixed rate, the rate of interest borne or to be borne by such Bonds, and (ii) with respect to any Series of Variable Rate Bonds, the actual rate of interest on the date of calculation; provided however, if the Variable Rate Bonds have been Outstanding for at least twelve (12) months, the average rate over the twelve months immediately preceding the date of calculation.

(b) the Principal Installments for each Series of Bonds used to determine (2) above will be the actual planned Principal Installments, except as for any Series of Bonds in which 25% or more of the Principal Installments are payable in a single Fiscal Year, the Principal Installment in such year will be assumed to be the result derived by dividing (A) the aggregate outstanding principal due on such Series of Bonds by (B) the number of full years in the remaining term of such Series of Bonds, but if the date of calculation is within twelve (12) months of the final maturity date of such Series of Bonds and a binding commitment by an institutional lender or municipal underwriting firm exists to provide money to refinance the

outstanding aggregate principal amount of such Series of Bonds then Outstanding, the payment terms contained in the commitment are to be used for purposes of calculating the Principal Installments for such Series of Bonds.

(c) the amounts available in the Debt Service Reserve Fund established for a Series of Bonds may be applied against the interest payable on and the Principal Installments due on such Series of Bonds in the last Fiscal Year that such Series of Bonds is Outstanding.

“Auditor” shall mean an independent firm of certified public accountants of suitable standing who audit the books, records, and accounts of the City.

“Authorized Investments” shall mean, within the limitations set forth herein, any investments now or hereafter permitted under Section 6-5-10 of the South Carolina Code, or any successor or similar statute, and shall also include the South Carolina Investment Fund established at Sections 6-6-10 to 6-6-40 of the South Carolina Code or any successor or similar statute and as the same may be further limited pursuant to the provisions of a Series Ordinance.

“Authorized Officers” means the Mayor, the City Manager, the Chief Financial Officer, or any other official authorized by the City Council to act on behalf of the City.

“Bond Counsel” shall mean an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal, state and public agency financing, selected by the City.

“Bondholder” or **“Holder”**, or any similar term, when used with reference to a Bond or Bonds, shall mean any person who shall be the registered owner of any Outstanding Bond.

“Bond Payment Date” shall mean each date as shall be prescribed by any applicable Series Ordinance on which interest on any of the Bonds shall be payable or on which both principal and interest shall be payable on any of the Bonds according to their respective terms.

“Bonds” shall mean any indebtedness or obligations (issued as tax-exempt or taxable obligations) including those entered into under the provisions of long-term contracts payable from the revenues of the System, issued in accordance with the provisions of the Enabling Act, this Bond Ordinance and a Series Ordinance, excluding indebtedness incurred in accordance with Article VI hereof.

“Business Day” shall mean, except as set forth in a Series Ordinance with respect to the Series of Bonds issued thereunder, any day other than a Saturday, a Sunday, a day on which banking institutions in the State or in the State of New York are required or authorized by law (including executive orders) to close or a day on which the United States federal reserve payment system is not operational.

“Capital Appreciation Bonds” shall mean Bonds that bear interest payable only at maturity or payable prior to maturity only on the redemption dates set forth in, and in the

amounts determined by reference to the Accreted Value established in accordance with the provisions of the Series Ordinance authorizing the issuance of such Capital Appreciation Bonds.

“Chief Financial Officer” shall mean the employee of the City with the title of chief financial officer, or in the absence of such person, the individual to whom the City Council has delegated the responsibility of supervising and maintaining records and accounts relating to the collection and disbursement of the revenues derived from the operation and maintenance of the System.

“City” means the City of Walterboro, South Carolina.

“City Council” means the City Council of the City of Walterboro, the governing body of the City.

“City Manager” shall mean the City Manager of the City of Walterboro, South Carolina or in the absence of the City Manager, the assistant City Manager or the interim City Manager.

“Clerk” shall mean the City Clerk of the City. The term shall include the acting City Clerk or such other person designated by City Council to fulfill such role whenever, by reason of absence, illness or other reason, the person who is the City Clerk is unable to act.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and the Treasury Regulations issued thereunder, in each case, as from time to time in force.

“Date of Issue” shall mean that date established in any Series Ordinance from which interest shall accrue on the Bonds of the applicable Series.

“Debt Service Fund” shall mean each of the funds herein so designated and designed to provide for the payment of the principal of and interest on each Series of Bonds Outstanding and issued pursuant to this Bond Ordinance, as the same respectively fall due, and as established by the provisions of Section 7.03 hereof.

“Debt Service Reserve Fund” shall mean the funds, if any, so designated and designed (1) to secure the timely payment of the principal of and interest on the respective Series of Bonds Outstanding and issued pursuant to this Bond Ordinance and the applicable Series Ordinance, and (2) to provide for the redemption of such Series of Bonds Outstanding prior to their stated maturity, as established by the provisions of Section 7.04 hereof.

“Defeasance Obligations”, unless otherwise provided in a Series Ordinance for a particular Series of Bonds, shall mean non-callable: (i) Government Obligations; (ii) evidences of ownership of a proportionate interest in specified Government Obligations, which Government Obligations are held by a bank or trust company organized and existing under the laws of the United States of America or any state thereof in the capacity of custodian; (iii) non-callable, U.S. Treasury Securities – State and Local Government Series Securities; and (iv) AAA-rated general obligation bonds, issued by at least one nationally recognized credit rating organization, of the State, its institutions, agencies, school districts and political subdivisions.

“Depository” shall mean any bank or trust company selected by the City as a depository of moneys or securities held under the provisions of this Bond Ordinance and may include the Trustee.

“Depreciation and Contingent Fund” shall mean the fund herein so designated and designed to provide for contingencies, for the replacement of depreciated or obsolete parts of the System and for improvements, betterments and extensions of the System, as established by the provisions of Section 7.06 hereof. To the extent the City had previously maintained a separate Depreciation Fund and a separate Contingent Fund, such funds shall hereafter be combined into the Depreciation and Contingent Fund.

“Electronic Means” shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

“Enabling Act” shall mean Chapter 21 of Title 6, and Chapter 21 of Title 11 of the South Carolina Code, and all other statutory authorizations authorizing and enabling the City to enact this Bond Ordinance.

“Events of Default” shall mean those events set forth in Section 13.01 of this Bond Ordinance.

“Fiduciary” or ***“Fiduciaries”*** shall mean the Trustee and any Registrar and any other agent of the City appointed pursuant to the authorizations of this Bond Ordinance or any Series Ordinance or any or all of them, as may be appropriate.

“Fiscal Year” shall mean the period of twelve (12) calendar months, beginning on July 1 of each year, and ending on June 30 of the following year, unless the same shall have been changed pursuant to the authorization of Section 3.01 hereof.

“Government Obligations” shall mean: (a) direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America are pledged; and (b) obligations, the payment of the principal (if any), the premium (if any) and the interest (if any) on which is fully guaranteed as a full faith and credit obligation of the United States of America; and (c) obligations issued by the Federal Home Loan Bank and/or Federal National Mortgage Association as permitted by Section 6-5-10(a)(2) of the South Carolina Code, as amended.

“Gross Revenue Fund” shall mean the account or accounts established and maintained by the City in such fashion as to adequately reflect all of the receipts and revenues derived from the operation of the System and all interest and other income earned by the City in connection with the System, as established by the provisions of Section 7.02 hereof. Respecting the Outstanding Bonds, any reference to the “General Revenue Fund” shall be construed as the Gross Revenue Fund.

“Gross Revenues” or “Gross Revenues of the System” shall mean:

(a) all receipts and revenues derived from the operation of the System, except for those allocable to the operation of Special Facilities to the extent the same have been pledged to the payment of Special Facilities Bonds, including all service fees (including connection, tap and impact fees, availability fees, and meter purchases);

(b) all proceeds from the sale or other disposition of any property owned directly or beneficially by the City in connection with the operation of the System;

(c) all interest and other income received directly or indirectly by the City from the investment of moneys or accounts relating to the System; excluding, however, investment income restricted to a purpose inconsistent with the payment of operating expenses or debt service, and specifically excluding (whether or not so restricted) interest earned on any construction fund or construction account created with the proceeds of borrowing by the City;

(d) all other unencumbered money to which the City may become entitled from any source whatsoever in connection with the operation of the System, but specifically excluding any amounts received by way of government grants, developer contributions and aids-to-construction; and

(e) all Interest Payment Subsidies to the extent such monies are not otherwise used to pay debt service on a Series of Bonds. Any Interest Payment Subsidies payable to the Trustee and used to pay debt service on a Series of Bonds shall not be included in Gross Revenues.

All amounts received as *ad valorem* taxes shall not be included in Gross Revenues.

“Independent Consultant” shall mean such firm or firms, professional engineers, architects, rate consultants or other professionals who are nationally recognized and have a favorable reputation for consulting services for utility systems similar to the System. Such Independent Consultant shall not be an employee of the City and shall be engaged by the City to perform the tasks set forth to be performed by such Independent Consultant under the provisions of this Bond Ordinance.

“Insurance Consultant” shall mean a person or firm who is not, and no member, director, officer or employee of which is, an officer or employee of the City, which is qualified to survey risks and to recommend insurance coverage for public utilities and services and organizations engaged in such operations.

“Insurer”, with respect to any Series of Bonds, shall mean an insurance company that has written a Municipal Bond Insurance Policy covering such Series of Bonds.

“Interest Payment Subsidies” shall mean the refundable tax credit subsidies payable to the City from the federal government under any section of the Code that authorizes such tax credits.

“Junior Lien Bonds” shall mean any revenue bonds or other obligations issued by the City which are secured by pledges of the revenues of the System which are junior and subordinate in all respects to the pledges made to secure Bonds and to the payment by the City of all Operation and Maintenance Expenses.

“Mayor” shall mean the Mayor of the City. The term shall include the acting Mayor or the Mayor Pro Tempore whenever, by reason of absence, illness or other reason, the person who is the Mayor is unable to act.

“Municipal Bond Insurance Policy” shall mean any municipal bond insurance policy insuring the payment, when due, of the principal of and interest on a Series of Bonds.

“Net Earnings” shall mean, for the period in question, the Gross Revenues of the System, less Operation and Maintenance Expenses, and shall otherwise be adjusted as provided in (a) and (b) below:

(a) Net Earnings shall include amounts transferred into the Operation and Maintenance Fund from the Rate Stabilization Fund.

(b) Net Earnings shall not include: (i) any gains from the sale or disposition of investments or fixed or capital assets not resulting from the ordinary course of the City’s business; (ii) amounts transferred from Rate Stabilization Fund into any other fund, excluding the Operation and Maintenance Fund as provided in (a) above; and (iii) amounts transferred into the Rate Stabilization Fund.

“Operation and Maintenance Expenses” shall mean for the period in question all expenses incurred in connection with the administration and the operation of the System, including, without limiting the generality of the foregoing, such expenses as may be reasonably necessary to preserve the System in good repair and working order, principal and interest payments with respect to lease financing arrangements under Section 6.03 hereof, the fees and charges of the Trustee and the custodian or trustee of any fund, the costs of audits required hereunder, the costs of computation and payment of any arbitrage rebate, and the premiums for all insurance and fidelity bonds required by this Bond Ordinance. Operation and Maintenance Expenses shall not include:

- (a) depreciation and amortization allowances;
- (b) amounts paid as interest on Bonds;
- (c) amounts expended for extraordinary repairs to the System;
- (d) amounts paid from government grants or aids-to-construction;
- (e) unfunded net pension liabilities, other post-employment benefit liabilities or similar accounting determinations that do not result in any actual disposition of cash;

(f) any financing expenses, underwriting discounts, call premiums, gains or losses on the extinguishment of debt due to the refinancing of the same, and other related or incidental non-recurring expenses resulting from the issuance or refinancing of Bonds; and

(g) any transfers to the general fund (which shall only be payable out of surplus revenues under Section 8.08 herein) to the extent such amounts have been reflected as an Operating and Maintenance Expense.

“Operation and Maintenance Fund” shall mean the fund established by the provisions of Section 7.05 hereof and which is designed to provide for the payment of all Operation and Maintenance Expenses.

“Outstanding”, when used with reference to any Bonds, subject to Section 17.01 hereof, and except as may be modified for any Series of Bonds pursuant to the provisions of a Series Ordinance, shall mean, as of any date, all such Bonds theretofore or then being authenticated and delivered except:

(a) Bonds cancelled at or prior to such date;

(b) Bonds in lieu of or in substitution for which other Bonds shall have been executed and delivered;

(c) Bonds deemed to have been paid as provided in Article XVI hereof; and

(d) for purposes of any consent or other action to be taken by the holders of a specified percentage of Bonds, Bonds, to which a Responsible Officer (as defined herein) has actual knowledge, held by, or for the account of, the City, or by any person controlling, controlled by, or under common control with the City (unless all Bonds are so held).

“Paying Agent” shall mean the financial institution which is authorized by the City Council to pay the principal of or interest on and redemption premium, if any, on any Bonds and having the duties, responsibilities and rights provided for in this Bond Ordinance and any Series Ordinance, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Bond Ordinance. Pursuant to the provisions of Section 15.02 of this Bond Ordinance, the Trustee serves as the Paying Agent.

“Principal Installment” shall mean, as of any date of calculation, (i) the aggregate principal amount of Outstanding Bonds due on a Bond Payment Date, reduced by the aggregate principal amount of such Bonds which would be retired by reason of the payment when due of, and application in accordance with, any mandatory sinking fund payment payable before such future date, plus (ii) any mandatory sinking fund payment due on such certain future date, together with the aggregate amount of the premiums, if any, applicable to such mandatory sinking fund payments, plus (iii) with respect to any Capital Appreciation Bonds required to be paid on such certain date, the Accreted Value as of such certain date of such Capital Appreciation Bonds; and in this latter respect, any reference to “principal” of Bonds in this Bond

Ordinance shall mean, with respect to Capital Appreciation Bonds, the Accreted Value of such Capital Appreciation Bonds.

“Rate Stabilization Fund” shall mean the fund designed to provide for the stabilization of water and sewer rates by carrying forward surplus revenues.

“Record Date” shall mean the fifteenth (15th) day of the month immediately preceding each Bond Payment Date (or such other time or times as shall be prescribed by any applicable Series Ordinance).

“Redemption Price” shall mean, with respect to Bonds of any Series or a portion thereof, the principal amount of such Bonds or portion thereof plus the applicable premium, if any, payable upon redemption thereof in the manner contemplated in accordance with its terms, this Bond Ordinance and the applicable Series Ordinance.

“Registrar” shall mean the Trustee or any bank, trust company, or national banking association which is authorized by the City to maintain an accurate list of those who from time to time shall be the Holders of Bonds of a particular Series and to effect the transfer of such Bonds in accordance with the provisions of this Bond Ordinance and having the duties, responsibilities, and rights provided for in this Bond Ordinance and any Series Ordinance, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to this Bond Ordinance; however, the City Council may, pursuant to a Series Ordinance, authorize the City to serve as Registrar for the applicable Series of Bonds, in lieu of the institutions referred to above.

“Reserve Requirement” shall mean as of any date of calculation, the debt service reserve requirement, if any, established by a Series Ordinance authorizing a Series of Bonds.

“Responsible Officer” means, when used with respect to the Trustee, any vice president, assistant vice president, senior associate, associate or other officer of the Trustee having direct responsibility for the administration of this Bond Ordinance.

“Securities Depository” shall mean The Depository Trust Company, New York, New York, or any other recognized securities depository selected by the City, which securities depository maintains a book-entry system in respect of the Bonds of any Series, and shall include any substitute for or successor to the securities depository initially acting as Securities Depository.

“Securities Depository Nominee” shall mean, as to any Securities Depository, such Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration books maintained by any Registrar, the Bond certificates to be delivered to and immobilized at such Securities Depository during the continuation with such Securities Depository of participation in its book-entry system.

“Serial Bonds” shall mean the Bonds of any Series which are stated to mature in installments and for which there are no mandatory sinking fund provisions.

“Series” shall mean all of the Bonds authenticated and delivered on original issuance in a simultaneous transaction and designated as a single Series by the authorizing Series Ordinance, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for (but not to refund) such Bonds as herein provided, regardless of variations in maturity, interest rate or other provisions.

“Series Ordinance” shall mean an ordinance of City Council authorizing the issuance of a Series of Bonds pursuant to this Bond Ordinance in accordance with the terms and provisions hereof, adopted by City Council in accordance with Article IV hereof.

“South Carolina Code” shall mean the Code of Laws of South Carolina, 1976, as from time to time amended.

“Special Facilities” shall mean those facilities financed with the proceeds of Special Facilities Bonds as described in Section 6.02 hereof.

“Special Facilities Bonds” shall mean those obligations issued in accordance with Section 6.02 hereof.

“State” shall mean the State of South Carolina.

“State Treasurer’s Office” shall mean the office of the South Carolina State Treasurer.

“System” shall mean the waterworks and sewer system of the City as the same is now, or in accordance with Sections 11.02 and 11.03 of this Bond Ordinance may be constituted, all property real and personal, used and useful therefor, all apparatus and equipment used in connection therewith, and all acquisitions, replacements, enlargements, improvements, extensions, additions and betterments that may be made thereto at any time hereafter; provided, that during such time as any Special Facilities Bonds issued to finance Special Facilities are outstanding, the term “System” shall not include such Special Facilities.

“Term Bonds” shall mean the Bonds of any Series which are stated to mature in a single year and which are subject to mandatory sinking fund redemption prior to the stated maturity date.

“Trustee” shall mean the financial institution serving as Trustee pursuant to this Bond Ordinance and which shall have such other duties, privileges and functions as are set forth herein. Such term shall include any successor and any corporation or association resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at the time serving as successor trustee hereunder.

“Variable Rate Bonds” shall mean, for any period of time, any Bonds which during such period bear interest at a variable rate; provided that Bonds, the interest rate on which has been fixed for the remainder of the term thereof, shall no longer be Variable Rate Bonds.

“Water Quality Authority” shall mean the South Carolina Water Quality Revolving Fund Authority.

Section 2.03 Interpretations.

In this Bond Ordinance, unless the context otherwise requires:

(A) Articles, Sections and paragraphs referred to by number shall mean the corresponding Articles, Sections and paragraphs of this Bond Ordinance.

(B) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations, or other legal entities, including public bodies, as well as natural persons.

(C) The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder”, and any similar terms, as used in this Bond Ordinance refer to this Bond Ordinance or Sections or paragraphs of this Bond Ordinance and the term “hereafter” shall mean any date after the date of enactment of this Bond Ordinance.

(D) References to the payment of principal of Bonds shall be deemed to include payment of principal both at maturity and by mandatory redemption pursuant to any sinking fund payment obligations.

(E) Any Fiduciary shall be deemed to hold an Authorized Investment in which money is invested pursuant to the provisions of this Bond Ordinance, even though such Authorized Investment is evidenced only by a book entry or similar record of investment.

[End of Article II]

ARTICLE III - FISCAL YEAR

Section 3.01 Establishment and Modification of Fiscal Year.

The System shall continue to be operated on a Fiscal Year basis, which, until changed, shall commence on the first (1st) day of July of each year and shall end on the thirtieth (30th) day of June of the following year. The City may, by ordinance duly enacted by City Council, change the Fiscal Year at any time from that then existing to a different twelve (12) month period.

[End of Article III]

ARTICLE IV - THE BONDS

Section 4.01 Authorization for Bonds in Series.

(A) From time to time and for the purposes of:

(1) Obtaining funds for expansions, additions and improvements of the System, including the recouplement of funds already so expended;

(2) Providing funds for the payment of any bond anticipation note or notes issued in order to defray the costs of expansions, additions and improvements to the System and that were issued in anticipation of the issuance and sale of Bonds;

(3) Refunding Bonds or other obligations issued to provide land or facilities or equipment which are or are to become a part of the System or which are or were payable in whole or in part from revenues of the System;

(4) Providing funds for the payment of interest due on any Bonds;

(5) Funding any Debt Service Reserve Fund or restoring the value of the cash and securities in any Debt Service Reserve Fund to the amount equal to its Reserve Requirement, and reimbursing amounts owed to any providers of a surety bond, line of credit, insurance policy or letter of credit established pursuant to Section 7.04(E) hereof; and

(6) Paying the costs of issuance of Bonds, including any credit enhancement therefor;

but subject to the terms, limitations and conditions herein, the City Council may authorize the issuance of a Series of Bonds by the enactment of a Series Ordinance, and the Bonds of any such Series may be issued and delivered upon compliance with the provisions of this Article. The Bonds of each Series shall be issued in fully registered form, without coupons, and may be issued in the form of book-entry bonds. The Bonds shall, in addition to the title City of Walterboro, South Carolina, Waterworks and Sewer System Revenue Bonds, bear a letter or number Series designation as may be necessary to distinguish them from the Bonds of every other Series and shall designate the year in which the Series is issued. Bonds of any Series may be authorized to be issued in the form of Serial Bonds or Term Bonds, with or without mandatory sinking fund payments, or Capital Appreciation Bonds, or a combination of any of them, and may bear interest in whatever manner and payable at whatever frequency as shall be prescribed by the applicable Series Ordinance.

(B) Each Series Ordinance shall include a determination to the effect that the issuance of such Series of Bonds is necessary to provide funds to be used and expended for one or more of the purposes enumerated in paragraph (A) above. In addition each Series Ordinance shall specify and determine:

- (1) The then period of usefulness of the System;
- (2) The Date of Issue of such Series of Bonds or method for determining the same;
- (3) The maximum authorized principal amount of such Series of Bonds, and the manner of determining the precise principal amount and the officials authorized to make such determination;
- (4) Bond Payment Dates and the date or dates of maturity and the amounts thereof, or the manner of determining such dates and amounts and the officials authorized to make such determinations, provided that the Series Ordinance shall specify a date beyond which the final maturity of such Series shall not extend, which date shall not be longer than forty-five (45) years from the Date of Issue of such Series of Bonds as prescribed by Section 6-21-220 of the Enabling Act;
- (5) The purposes for which such Series of Bonds are being issued;
- (6) The title and designation of the Bonds of such Series;
- (7) The manner in which Bonds of such Series are to be sold and provisions for the sale thereof;
- (8) The interest rate or rates, or the manner of determining such rate or rates, of the Bonds of such Series, including whether and on what terms there shall be entered by the City an agreement for any form of interest rate swap or similar transaction with respect to such Series;
- (9) The portion of such Series that are Serial Bonds and that are Term Bonds and that are Capital Appreciation Bonds, if any, including the amount and date of each mandatory redemption or sinking fund installment, if any, required by such Series Ordinance to be paid for the retirement of any such Bonds, or the manner of making such designations and the officials authorized to make such designations;
- (10) The Redemption Price or Redemption Prices and the redemption date or redemption dates and other terms of redemption, if any, applicable to any of the Bonds of such Series for such payments, or the manner of determining such dates and prices and the officials authorized to make such determinations;
- (11) The Trustee, the Paying Agent, and the Registrar for such Bonds and if other than the Trustee, the manner of determining the Paying Agent, the Registrar and the escrow agent, if such Bonds are refunding Bonds;
- (12) The form or forms of the Bonds of such Series;

(13) The manner of numbering and lettering, and the denomination or denominations of the Bonds of such Series;

(14) Whether the Bonds of such Series shall be issued in book-entry form pursuant to Section 4.20 hereof;

(15) That the then applicable Reserve Requirement, if any, for all Series of Bonds Outstanding have been met;

(16) The disposition of the proceeds of the sale of the Bonds of such Series and the manner of their application;

(17) That a Debt Service Fund shall be and a Debt Service Reserve Fund may be established for the Series of Bonds, and that a construction fund be established if the proceeds of the Bonds of any Series are intended to be used for the expansion or improvement of the System, and that a capitalized interest account and/or a cost of issuance account be established as a standalone account or within any such construction fund if interest for any period is to be paid from proceeds of such Series of Bonds; and

(18) Any other provisions or funds deemed advisable by the City for the Bonds and any other applicable redemption requirement for the Bonds of such Series and the method of satisfying the same and not in conflict with or in substitution for the provisions of this Bond Ordinance.

Section 4.02 Conditions to Issuance of Bonds of a Series.

All Bonds shall be issued in compliance with the following provisions of this Section 4.02:

(1) Bonds shall be stated to mature and/or have mandatory or sinking fund redemptions on such day or days in the years and amounts prescribed or approved by the Series Ordinance.

(2) Bonds shall bear interest at the rate or rates and on the occasions prescribed or approved by the Series Ordinance.

(3) Bonds shall be issued for a purpose or purposes set forth in Section 4.01(A) herein.

(4) There shall exist, on the occasion of the issuance of the Bonds, no default in the payment of the principal of or interest on any Bonds or any Junior Lien Bonds then Outstanding.

(5) Unless on the date of delivery of such Series of Bonds there shall be on deposit in each Debt Service Reserve Fund the amount equal to the applicable Reserve Requirement, there shall be deposited in such Debt Service Reserve Funds such amounts

as may be necessary to make the value of the moneys and securities in each Debt Service Reserve Fund equal to the applicable Reserve Requirement, unless:

(a) the Series Ordinance and any previous Series Ordinances shall have provided for successive monthly payments beginning in the first month following the date of the issuance of the Bonds of any such Series in substantially equal monthly amounts (the "*Monthly Series Payments*") so that by the end of twelve (12) months from the date of issuance of such Series of Bonds there shall be in the applicable Debt Service Reserve Fund an amount equal to the applicable Reserve Requirement with respect to such Bonds; and

(b) there shall be no unremedied defaults of any Monthly Series Payments required to have been made.

(6) Except in the case of the first Series of Bonds issued hereunder or in the event no Bonds are Outstanding, or in the case of Bonds issued for the purpose of refunding any Bonds and which meet the test prescribed in Section 4.02(7) hereof:

Net Earnings during the most recent Fiscal Year for which audited financial statements of the System are completed shall be certified by the Auditors or the Independent Consultant on the basis of such audited financial statements to be not less than one hundred twenty percent (120%) of the maximum Annual Principal and Interest Requirements on all Bonds Outstanding and on such proposed Series of Bonds; provided that for purposes of this Section 4.02(6), such Net Earnings may be adjusted to reflect (1) any rate increases currently adopted and to be in effect prior to, coincident with or during the current Fiscal Year of the issuance of such proposed Series of Bonds and determined pro forma as though such rate increases had been in continuous effect during such recent Fiscal Year; (2) in the event a utility, system or enterprise that is in existence and operating and whose current customers have become customers of the System prior to the issuance of the proposed Series of Bonds or will become customers of the System concurrently with the issuance of such proposed Series of Bonds, 100% of the Net Earnings that the Auditors or the Independent Consultant estimate would have been received during such Fiscal Year if the utility, system or enterprise had been a part of the System throughout such recent Fiscal Year, taking into account, for the estimation of such Net Earnings in this subparagraph (2) only, the then-existing customer base and population of the acquired utility, system or enterprise; (3) in the event proceeds of such proposed Series of Bonds will be used to construct or to acquire a newly-constructed utility, system, enterprise, or component of the System which will serve an existing customer base and currently-populated area, 100% of the Net Earnings, estimated by the Independent Consultant, to be received by the System during the first Fiscal Year beginning after the date on which such project constructed or acquired with the proceeds of the proposed Series of Bonds is placed in service, taking into account for the estimation of such Net Earnings in this subparagraph (3) only the then-existing

customer base and population; (4) in the event proceeds of such proposed Series of Bonds will be used to pay interest on such proposed Series, 100% of the interest that will accrue on such Series of Bonds following the date of delivery of the proposed Series and that will be paid from such proceeds; and (5) in the event proceeds of such proposed Series of Bonds will be used to construct or to acquire an expansion to the System and to the extent not included by sub-paragraph (3), 100% of estimated Net Earnings to be received by the System in the first Fiscal Year following the completion of such project, certified by the Independent Consultant, from customers under long-term contracts which extend for the life of such proposed Series of Bonds.

Provided that in the instance of any Series of Bonds in the aggregate principal amount of \$2,500,000 or less, such calculation required by Section 4.02(6) may, unless provided to the contrary in any Series Ordinance, be made by the Chief Financial Officer.

In the event that a Series of Bonds is Outstanding and the City determines to issue a note or other obligation in anticipation of the issuance of a Series of Bonds, for the purposes of complying with the additional bonds test established in this Section 4.02(6) above, the Auditors, the Independent Consultant or the City (as applicable) shall project the maturity schedule (including rate, term and principal maturities) of the future Series of Bonds that will be used to pay the note or other obligation at maturity; such future Series of Bonds and the accompanying projections shall qualify as a proposed Series of Bonds for purposes of the additional bonds test in Section 4.02(6) herein.

Whenever this Section 4.02(6) requires a certification for the most recent Fiscal Year for which audited financial statements are available, the City may, in its discretion, provide for a special audit and a certification based upon such special audit, in lieu of the audit for such Fiscal Year, provided such special audit covers twelve (12) consecutive calendar months of the eighteen (18) full consecutive calendar months preceding the date of issuance of the proposed Series of Bonds.

(7) In the case of Bonds issued for the purpose of refunding any Bonds, Series of Bonds, or a portion of a Series of Bonds:

(a) the Annual Principal and Interest Requirement of the refunding Bonds shall not exceed one hundred ten percent (110%) of the Annual Principal and Interest Requirement of the refunded Bonds for any Fiscal Year until a time subsequent to the last maturity of Bonds issued prior to the issuance of such refunding Bonds which are not refunded and which remain Outstanding following the issuance of the refunding Bonds; or

(b) the additional bonds test prescribed by paragraph (6) herein shall be complied with.

(8) Any Series Ordinance authorizing a Series of Bonds may prescribe, in addition to the requirements set forth in Sections 4.02(6) and 4.02(7) hereof, further

requirements that must be met for the issuance of Bonds on a parity with Outstanding Bonds.

(9) If any Series of Bonds shall contain Variable Rate Bonds:

(a) The Series Ordinance shall provide for and specify a maximum interest rate on (i) such Bonds and (ii) any reimbursement obligation to a liquidity provider for such Bonds;

(b) The liquidity provider for such Bonds shall be rated within the highest two short term rating categories by any rating agency then rating any Series of Bonds; and

(c) Any accelerated principal payments or any interest computed at a rate in excess of that on such Bonds due to the liquidity provider for such Bonds pursuant to any reimbursement agreement with such liquidity provider shall be subordinate to the payment of debt service on all Bonds; provided, however, if either of the tests referred to in Section 4.02(6) or 4.02(7) of this Bond Ordinance is calculated (and met) assuming such accelerated principal payment and such excess interest amount to the liquidity provider, then such accelerated principal payment and excess interest amount may be on a parity with the payment of debt service on all Bonds.

(10) All amounts then due under a reimbursement agreement with any provider of a surety bond, line of credit, insurance policy or letter of credit as contemplated under Section 7.04(D) hereof shall have been paid.

Section 4.03 Reliance on Certificates.

Each of the City, the Trustee and any purchaser of any Bonds shall be entitled to conclusively rely upon certificates of the Auditors and the certificates and reports of the Independent Consultant and certificates of any Insurance Consultant, made in good faith, pursuant to any provision of this Bond Ordinance.

Section 4.04 Execution of Bonds.

(A) Unless otherwise prescribed by any Series Ordinance, the Bonds shall be executed in the name of and on behalf of the City by the Mayor of the City or in his absence the Mayor Pro-Tempore, the corporate seal of the City shall be impressed or reproduced thereon and the same shall be attested by the Clerk. Such officers may employ facsimiles of their signatures.

(B) In case any officer whose signature or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office.

Section 4.05 Authentication.

Only such Bonds as shall have endorsed thereon a certificate of authentication duly executed by the Trustee or the Registrar shall be entitled to any right or benefit under this Bond Ordinance. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Trustee or Registrar, and such executed certificate of the Trustee or Registrar upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Bond Ordinance. The Trustee's certificate of authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee or by any authorized officer of the Registrar.

Section 4.06 Medium of Payment.

The Bonds shall be payable with respect to principal, interest, and premium, if any, in lawful money of the United States of America, unless otherwise provided in a Series Ordinance.

Section 4.07 Mutilated, Lost, Stolen or Destroyed Bonds.

In the event any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Trustee may authenticate a new Bond of the same Series of like date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and to the Trustee evidence of such loss, theft or destruction satisfactory to the City and the Trustee together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the City shall pay the same. The City and the Trustee may charge the Holder or owner of such Bond with their reasonable fees and expenses (including reasonable attorney's fees, costs and expenses) in connection with such actions.

Section 4.08 Transfer and Registry; Persons Treated as Owners.

(A) As long as any Bonds shall be Outstanding, the City shall cause books for the registration and for the transfer of Bonds to be kept. Such books shall be kept by the Trustee unless there shall have been appointed a Registrar other than the Trustee to keep the books of registration for any particular Series of Bonds. The transfer of each Bond may be registered only upon the registration books of the City kept for that purpose by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof and an assignment with a written instrument of transfer satisfactory to the Trustee or the Registrar, as the case may be, duly executed by the registered owner or his duly authorized attorney. Upon the registration or transfer of any Bond, the City shall cause to be issued, subject to the provisions of Section 4.11 hereof, in the name of the transferee a new Bond or Bonds of the same aggregate principal amount, maturity and interest rate as the surrendered Bond.

(B) The City, the Trustee, and any Registrar may deem and treat the person in whose name any Bond shall be registered upon the registration books of the City as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment

of, or on account of, the principal of, premium (if any) and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or, upon his order, shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid; and none of the City, the Trustee and any Registrar shall be affected by any notice to the contrary.

(C) Notwithstanding anything in paragraphs (A) and (B) of this Section 4.08 to the contrary, Bonds may be issued in the form of contractual obligations which are not instruments and which may be transferred as provided in such contracts.

Section 4.09 Date and Payment Provisions.

Unless otherwise provided in any Series Ordinance with respect to Bonds issued thereunder, each Bond of a Series shall be authenticated on such dates as they shall, in each case, be delivered. Each Bond shall bear interest from the Date of Issue if no interest has yet been paid; otherwise from the last date to which interest has been paid and which date is on or prior to the date of such Bond's authentication.

Owners of at least \$1,000,000 principal amount of Bonds may, by written notice containing wiring instructions filed with the Trustee at least twenty (20) days prior to any Bond Payment Date, provide for the payment of the interest on such Bonds by wire transfer to an account at a bank located in the continental United States.

Section 4.10 Transferability of Bonds.

Bonds of a Series, upon surrender thereof at the office of the Trustee or the Registrar, as the case may be, for the Bonds of such Series with a written instrument of transfer satisfactory to the Trustee or the Registrar, duly executed by the Holder or his duly authorized attorney, may, at the option of the Holder and upon payment by such Holder of any charges made pursuant to Section 4.11 hereof, be exchanged for an equal aggregate principal amount of Bonds of such Series of like maturity and interest rate of any other authorized denominations.

Section 4.11 Regulations With Respect to Exchanges and Transfer.

In all cases in which the privilege of exchanging or transferring Bonds is exercised, the City shall execute and the Trustee or the Registrar, as the case may be, shall authenticate and deliver Bonds in accordance with the provisions of this Bond Ordinance. All Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled and destroyed and shall not be reissued, and a counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Trustee or the Registrar, as the case may be, to the City. All Bonds so destroyed shall thereafter no longer be considered Outstanding for any purposes of this Bond Ordinance. There shall be no charge to the Holder for such exchange or transfer of Bonds except that the Trustee or the Registrar, as the case may be, may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer. Neither the City nor the Trustee or the Registrar, as the case may be, shall be required to register, transfer or exchange Bonds of a Series during the period between a Record Date and its related

Bond Payment Date, or to register, transfer or exchange any Bonds called for redemption after the mailing of any notice of redemption of such Bond.

Section 4.12 Cancellation and Destruction of Mutilated, Paid or Surrendered Bonds.

Upon the surrender of mutilated Bonds pursuant to Section 4.07 hereof, or Bonds paid or surrendered, the same shall be cancelled and destroyed and shall not be reissued, and a counterpart of the certificate evidencing such destruction shall be furnished by the Trustee or the Registrar, as the case may be, to the City. All Bonds so destroyed shall thereafter no longer be considered Outstanding for any purposes of this Bond Ordinance.

Section 4.13 Notice of Redemption.

If any of the Bonds, or portions thereof, are called for redemption, the Trustee, shall give notice to the Holders of any Bonds to be redeemed, in the name of the City, of the redemption of such Bonds, or portions thereof. Notice of each redemption of Bonds is required to be delivered by the Trustee at least thirty (30) but no more than sixty (60) days prior to the redemption date to each registered owner of Bonds to be redeemed, at the address of such owner recorded on the bond register and to be otherwise given in accordance with, among others, the following requirements:

(1) notices must contain, at a minimum, the complete official name of the Bonds, CUSIP number (if any), Bond numbers, principal amount of each Bond to be redeemed (if less than all), publication date, redemption date, redemption price, redemption agent's name and address with contact person and phone number, Trustee's name and address, date of the Bonds, interest rate, maturity date, the place or places where amounts due will be payable, and any other descriptive information deemed necessary by the Trustee;

(2) notices must be sent to Bondholders of \$1,000,000 or more, to the Municipal Securities Rulemaking Board, if necessary (via its Electronic Municipal Market Access (EMMA) system, as may be amended or modified), and any Securities Depository by such method or such other method as is standard in the industry; in addition, any Bondholder holding in excess of \$1,000,000 principal amount of Bonds may request the Trustee to send notices to any additional addressee specified;

(3) a second notice to registered owners of the Bonds must be mailed by the means specified above to any registered owner of Bonds who has not presented Bonds for redemption sixty (60) days after the redemption date;

(4) notice of redemptions effected by advance refundings must also be given notice in accordance with the above requirements at least thirty (30) days but no more than sixty (60) days prior to the actual redemption date; and

(5) CUSIP number identification (if any) with appropriate dollar amounts for each CUSIP number must accompany all redemption payments and interest payments, whether by check or by wire transfer.

The obligation to provide notice shall not be conditioned upon the prior payment to the Paying Agent of money or the delivery to the Paying Agent of Authorized Investments or Government Obligations sufficient to pay the redemption price of the Bonds to which such notice relates or the interest thereon to the redemption date.

If at the time of mailing of a notice of redemption, there shall not have been deposited with the Trustee or Paying Agent moneys sufficient to redeem all the Bonds or portions thereof called for redemption, which moneys are or will be available for redemption of such Bonds, such notice is required to state that it is conditional on the deposit of the redemption moneys with the Trustee or Paying Agent not later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

The failure of the Trustee to give notice to a Bondholder or any defect in such notice shall not affect the validity of the redemption of any other Bonds for which notice is properly given. Any Bondholder may waive notice of redemption by delivery of a written waiver to the Trustee.

Any Series Ordinance providing for the issuance of Bonds consisting of contractual obligations not in the form of an instrument or providing for Bonds in bearer form may provide alternative methods for delivery of notice of redemption.

Provided sufficient funds for such redemption are on deposit with the Trustee, all Bonds so called for redemption shall cease to bear interest on the specified redemption date and shall no longer be deemed to be Outstanding hereunder. If said money shall not be so available on the redemption date, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

Section 4.14 Cancellation of Bonds Which Have Been Redeemed.

All Bonds which have been redeemed shall be cancelled and destroyed by the Trustee and shall not be reissued, and a counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Trustee to the City. All Bonds so destroyed shall thereafter no longer be considered Outstanding for any purposes of this Bond Ordinance.

Section 4.15 Restriction on Optional Redemption.

Notwithstanding anything in this Bond Ordinance to the contrary, no optional redemption of Bonds may occur unless all amounts payable by the City owing under a reimbursement agreement with any provider of a surety bond, line of credit, insurance policy or letter of credit as contemplated under Section 7.04(D) hereof shall have been paid in full.

Section 4.16 Selection of Bonds To Be Redeemed.

In the event that less than all of the Bonds of any Series are to be redeemed at the option of the City, Bonds to be redeemed shall be in such order of maturity as selected by the City. In the event of redemption of less than all of the Bonds of a Series of any maturity, the Bonds or portions of Bonds to be redeemed, shall be selected by lot by the Trustee. The portion of any Bond of a denomination which is larger than the minimum denomination for the Bonds of such Series shall be in the principal amount of such minimum denomination or a multiple thereof, and that, in selecting portions of such Bonds for redemption, the Trustee shall treat each such Bond as representing that number of Bonds of minimum denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by the amount of the minimum denomination; provided further that, if less than all of the beneficial interests in a Bond of a single maturity registered in the name of a Securities Depository or a Securities Depository Nominee are to be redeemed, the beneficial interests to be redeemed shall be selected by lot or in such manner as may be directed by the Securities Depository. If there shall be drawn for redemption less than all of a Bond, the City shall execute and the Trustee shall authenticate and deliver, upon the surrender of such Bond, without charge to the owner thereof, for the unredeemed balance of the principal amount of the Bond so surrendered, Bonds of the same Series in any authorized denomination. The procedures for selection of Bonds of a Series for redemption set forth in this Section 4.16 are subject, however, to any alternative provisions set forth in a Series Ordinance applicable to such Series of Bonds.

Section 4.17 Purchase of Bonds.

The Trustee shall, if and to the extent practicable, purchase Bonds at the written direction of the City at such time, in such manner and at such price as may be specified by the City. The Trustee may so purchase Bonds with any money then held by the Trustee which is available for the redemption or purchase of Bonds and in excess of that set aside for the payment of Bonds called for redemption; provided, that the Trustee is provided with an opinion of Bond Counsel to the effect that such redemption or purchase complies with any limitations or restrictions on such redemption or purchase contained in this Bond Ordinance.

Section 4.18. Bonds Issued as Taxable Obligations.

Notwithstanding anything in this Bond Ordinance to the contrary, the City may from time to time, pursuant to one or more Series Ordinances, provide for the issuance of Bonds the interest on which may be includable in gross income of the Holders of such Bonds for federal income taxation purposes. In such event, such Bonds may, at the option of the City, be issued as coupon bonds, payable to bearer, as provided in the applicable Series Ordinance. Such Series Ordinance shall provide such rules and regulations with respect to the ownership, transfer and substitution of such Bonds as are not inconsistent with the other provisions of this Bond Ordinance.

Section 4.19 Security for Payment of Bonds; Priority of Lien.

The Bonds shall be payable solely from and shall be secured by a pledge of the Gross Revenues. Pursuant to the provisions of Section 6-21-330 of the Enabling Act and as additional

security for the payment of all Bonds, a statutory lien on the System is hereby created and granted. Such pledge and lien securing the Bonds shall at all times and in all respects be and remain superior to pledges and liens made and given to secure any other bonds or other obligations payable from the revenues of the System. The Bonds shall not constitute an indebtedness of the City within the meaning of any provision, limitation or restriction of the Constitution or the laws of the State, other than those provisions authorizing indebtedness payable solely from a revenue-producing project not involving revenues from any tax or license, and the faith, credit and taxing power of the City are expressly not pledged therefor. The City is not obligated to pay any of the Bonds or the interest thereon except from the Gross Revenues.

Section 4.20 Bonds in Book-Entry Form.

Notwithstanding any other provision of this Bond Ordinance with respect to the form of Bonds to the contrary, a Series Ordinance may provide for the issuance of one or more Series of Bonds solely in fully registered form registerable to a Securities Depository, a Securities Depository Nominee or the beneficial owner of the Bonds. The Series Ordinance may further provide that such Series of Bonds shall be evidenced by one or more certificates or by a system of book entries in a form satisfactory to the Chief Financial Officer and to provide for payment, redemption, notices and like provisions in a manner consistent with such system of registration.

Section 4.21 Waiver of Certain Provisions.

Notwithstanding anything in this Bond Ordinance to the contrary, whenever all of the debt issued or all of the obligations incurred by the City under a Series Ordinance are acquired by and are held by a single entity, that single entity, at its sole option, may waive any provision or requirement of this Bond Ordinance that relates separately to the governance of such Series and is for the protection and benefit of such single entity only and not for the protection or benefit of any other Holder or Holders of Bonds.

[End of Article IV]

ARTICLE V - RATES AND CHARGES

Section 5.01 Rate Covenant.

(A) It is hereby determined that the rates for services and facilities furnished by the System shall, until otherwise revised, be as now established. Said rates and charges are determined to be sufficient to meet the requirements of this Bond Ordinance but they shall be revised by the City Council whenever necessary in order that they shall at all times be maintained on a basis sufficient to meet the requirements of this Bond Ordinance. The City specifically covenants and agrees to maintain rates and charges for all services furnished by the System which shall at all times be sufficient:

(1) To maintain the Debt Service Funds and thus provide for the punctual payment of the principal of and interest on the Bonds;

(2) To maintain the Debt Service Reserve Funds in the manner prescribed herein and in any applicable Series Ordinance;

(3) To provide for the payment of the Operation and Maintenance Expenses as may be necessary to preserve the same in good repair and working order;

(4) To build and maintain a reserve for depreciation of the System, for contingencies and for improvements, betterments and extensions to the System other than those necessary to maintain the same in good repair and working order;

(5) To pay all amounts owing under a reimbursement agreement with any provider of a surety bond, insurance policy or letter of credit as contemplated under Section 7.04(D) hereof;

(6) To provide for the punctual payment of the principal of and interest on all Junior Lien Bonds that may from time to time hereafter be outstanding; and

(7) To discharge all obligations imposed by the Enabling Act and by this Bond Ordinance and any applicable Series Ordinance.

(B) The City covenants and agrees that it will, at all times, prescribe and maintain and thereafter collect rates and charges for the services and facilities furnished by the System which, together with other income, are reasonably expected to yield annual Net Earnings in the current Fiscal Year equal to at least the sum of one hundred twenty percent (120%) of the Annual Principal and Interest Requirement in such Fiscal Year for all Bonds Outstanding. Promptly upon any material change in the circumstances which were contemplated at the time such rates and charges were most recently reviewed, but not less frequently than once in each Fiscal Year, the City, with or without the aid of an Independent Consultant, shall review the rates and charges for its services and shall promptly revise such rates and charges as necessary to comply with the foregoing requirement. Prior to the beginning of each Fiscal Year, the City shall adopt an Annual Budget including amended rate schedules for such Fiscal Year which shall set forth in reasonable

detail the estimated revenues and operating expenses and other expenditures of the System for such Fiscal Year which shall include the amount to be deposited during such Fiscal Year in the Depreciation and Contingent Fund. The City may at any time adopt an amended Annual Budget for the remainder of the then current Fiscal Year.

(C) If the City, in adopting the Annual Budget, determines that revenues may not be sufficient to meet the rate covenant established hereinabove or if the audited financial statements of the City indicate that the City did not satisfy the rate covenant for the prior year, the City shall, within forty-five (45) days, engage an Independent Consultant to prepare a report recommending such actions which will provide sufficient revenues in the following Fiscal Year to permit the City to meet the rate covenant. Copies of such report shall be made available to the City and the Trustee no later than sixty (60) days after the engagement of the Independent Consultant.

The City agrees that it shall use its best efforts to effect such changes recommended by the Independent Consultant in its report. So long as the City uses its best efforts to comply with such recommendations, failure to comply with the rate covenant shall not constitute an Event of Default under Article XIII hereof; provided however, a failure to comply with the rate covenant for a period of two consecutive Fiscal Years shall constitute an Event of Default.

[End of Article V]

ARTICLE VI - JUNIOR LIEN BONDS AND SPECIAL FACILITIES BONDS

Section 6.01 Right to Issue Junior Lien Bonds; Accession Thereof to Status of Bonds.

Notwithstanding that Bonds may be Outstanding, the City may at any time, and without limitation and free of all conditions issue Junior Lien Bonds, in such amount as it may from time to time determine, payable from the revenues of the System, provided that the pledge of revenues of the System granted for the protection of said Junior Lien Bonds, shall at all times be and remain subordinate and inferior in all respects to the pledges of revenues made or authorized for the Bonds and to the payment of all Operation and Maintenance Expenses; and provided, further, that the maturity of Junior Lien Bonds may not be accelerated and paid in full unless all of the Bonds shall have been paid or provision therefor has been made pursuant to Article XVI hereof.

By proceedings authorizing the issuance of Junior Lien Bonds, the City may provide for the accession of such Junior Lien Bonds to the status of Bonds provided all of the following conditions are met. Any such subsequent proceedings adopted by the City Council providing for such accession shall make the findings provided in subparagraphs (1) through (4) and state whether and to what extent a Debt Service Reserve Fund shall be established as set forth in subparagraph (5).

(1) The Junior Lien Bonds were issued for a purpose or purposes set forth in Section 4.01(A) hereof.

(2) There shall exist on the date of accession (a) no default in the payment of the principal of or interest on any Bonds or any Junior Lien Bonds then Outstanding, (b) no default in the performance of any duties required under the provisions of this Bond Ordinance, and (c) no amount owed by the City with respect to the full funding of a Debt Service Reserve Fund, either by way of cash or reimbursement of any other funding mechanism, except in accordance with Section 4.02(5)(a) hereof.

(3) There shall be deposited in the Debt Service Fund for such Series of newly-acceded Bonds the amounts which would have been required under the provisions of Section 8.02 hereof to be accumulated therein on the date of accession if said Junior Lien Bonds had originally been issued as Bonds.

(4) On the date of accession, the earnings tests prescribed by Section 4.02(6) hereof shall have been met.

(5) In the event such proceedings require a Reserve Requirement to be maintained for such Series of newly-acceded Bonds, then in such event, there shall be on deposit on the date of accession in a Debt Service Reserve Fund an amount equal to the Reserve Requirement established for such Junior Lien Bonds which are being acceded to the status of Bonds.

(6) The City shall obtain an opinion of Bond Counsel to the effect that: (a) this Bond Ordinance and the proceedings authorizing such Junior Lien Bonds have been duly adopted and are in full force and effect; (b) the Junior Lien Bonds have been duly and lawfully authorized and executed by the City and are valid and binding upon, and

enforceable against, the City (except to the extent that the enforceability thereof may be limited by the operation of bankruptcy, insolvency and similar laws affecting rights and remedies of creditors); and (c) this Bond Ordinance creates the valid pledge which it purports to create of the revenues and of moneys and securities on deposit in any of the funds established hereunder subject to the application thereof to the purposes and on the conditions permitted by this Bond Ordinance.

(7) In the event such Junior Lien Bonds were issued with variable rates, the provisions of subparagraph (8) of Section 4.02 shall have been met.

Section 6.02 Right to Issue Special Facilities Bonds.

The City shall have at all times the right to enter into contracts, leases or other agreements pursuant to which it will agree to construct, operate and pay the costs of Special Facilities to be financed by its issuance of Special Facilities Bonds, subject to the following conditions:

(A) It shall have been determined to the satisfaction of the City that the rents, revenues or receipts to be derived from the Special Facilities shall be at least equal to the principal, interest and any reserve requirements contained in the ordinance authorizing such Special Facilities Bonds and to pay all operation, maintenance and other costs and expenses applicable to such Special Facilities; and

(B) The revenues derived from Special Facilities need not be deposited in the Gross Revenue Fund, and may be pledged to secure Special Facilities Bonds; but no debt service or other costs or expense related to any Special Facilities may be paid from System revenues deposited in the Gross Revenue Fund except pursuant to Section 8.08 hereof.

For purposes of this Section 6.02, the term "Special Facilities" shall include all or a portion of water or sewer facilities (or those enterprises, if any referred to in Section 11.02 hereof) and rights to all or a portion of the use of, or the capacity available from, any such facilities.

Section 6.03 Lease Financing Agreements.

The City shall have at all times the right to enter into capital leases or other lease financing agreements secured by a lien on the property, plant and equipment comprising a part of the System; provided, however, that: (1) the aggregate principal amount of such obligations outstanding at any time shall not exceed ten percent (10%) of the value of the property, plant and equipment of the System, less accumulated depreciation, as shown on the audited balance sheet of the City for the most recent Fiscal Year for which audited financial statements are available; and (2) the loss of the property secured by the lien will not materially adversely affect the ability of the City to meet its financial obligations under this Bond Ordinance.

[End of Article VI]

ARTICLE VII - ESTABLISHMENT OF FUNDS

Section 7.01 Requirement for Special Funds.

For so long a time as any sum remains due and payable by way of principal or interest on Bonds, the following funds or accounts relating to the Gross Revenues of the System shall be established and maintained, and deposits shall be made therein in the manner herein required.

Section 7.02 The Gross Revenue Fund.

(A) There shall be established and maintained a fund or account designated as the Gross Revenue Fund. This account shall be so maintained as to accurately reflect:

- (1) the Gross Revenues of the System; and
- (2) Net Earnings.

(B) Except as otherwise specifically directed or permitted herein, all Gross Revenues of the System shall be deposited in accordance with and in the manner prescribed by Article VIII hereof into this fund. Money in the Gross Revenue Fund shall be withdrawn and made use of only in the manner and in the order of priority specified in Article VIII hereof. So long as the City establishes, from an accounting standpoint, proper records of receipts and disbursements for the Gross Revenue Fund, the Gross Revenue Fund may be used for the purposes of the Operation and Maintenance Fund, the Depreciation and Contingent Fund, subject to the prior applications of the amounts in the Gross Revenue Fund for the purposes set forth in Sections 7.03 and 7.04 hereof.

Section 7.03 Debt Service Funds.

(A) There shall be established and maintained a Debt Service Fund for each Series of Bonds Outstanding. The respective Debt Service Funds are intended to provide for the ratable payment of the principal of, redemption premium, if any, and interest on the respective Series of Bonds as the same respectively fall due. Payments into such Debt Service Funds shall be made in the manner prescribed by this Bond Ordinance, including the applicable provisions of Article VIII hereof, and, except as herein provided, all money in the respective Debt Service Funds shall be used solely to pay the principal of, redemption premium, if any, and interest on the respective Series of Bonds, and for no other purpose. Each Debt Service Fund shall bear a number Series designation as may be necessary to distinguish each Debt Service Fund.

(B) The Debt Service Funds shall be kept in the complete custody and control of the Trustee and withdrawals from the Debt Service Funds shall be made only by such Trustee who shall transmit to each Bondholder, at such times as may be appropriate, the sums required to pay the principal of, redemption premium, if any, and interest on the respective Series of Bonds. Amounts held by the Trustee due to non-presentment of Bonds on any redemption date must be retained by the Trustee for a period of at least one year after the final maturity of such Bonds. Provided, however, in the event (1) a Series of Bonds is purchased by a single institution and thereafter held by a single Bondholder, and (2) there is not established for such Series of Bonds a Reserve Requirement, the Debt Service Fund established for such Series of Bonds may be held

by the Holder of that Series of Bonds, and the Holder of any such Series of Bonds must provide to the Trustee, as and when requested by the Trustee, a written certificate containing current information as to the principal Outstanding, the redemption premium, if any, and accrued interest on such Series of Bonds, and, if the Holder of such Series of Bonds does not provide the Trustee such written certificate within five (5) Business Days of a request by the Trustee, the Trustee, for all purposes of this Bond Ordinance, shall conclusively assume that such Series of Bonds has been paid in accordance with the original tenor of such Series of Bonds.

(C) Money in the Debt Service Funds shall be invested and reinvested by the Trustee at the written direction of the Chief Financial Officer or his designee in Authorized Investments, maturing not later than the date on which such money is required to pay the principal of, premium, if any, and interest on the next occurring maturity of the Bonds. The Trustee shall have no responsibility for the investment of money in a Debt Service Fund that is not held by the Trustee. Unless otherwise provided in a Series Ordinance, all earnings from such investments shall be added to and become a part of the Debt Service Fund in which such investments are held, but shall be credited against payments that would otherwise be made to such Debt Service Fund pursuant to the provisions of Section 8.02 hereof.

(D) All monies received by the Trustee as Interest Payment Subsidies shall be deposited in the Debt Service Fund for such Series of Bonds and used to pay debt service on the Series of Bonds with respect to which such Interest Payment Subsidy was received.

(E) Within each Debt Service Fund, the Trustee, or as otherwise provided in the Series Ordinance, is authorized to create sub-accounts, as it determines necessary for the timely payment of the principal of, interest on, and sinking fund installments due on the Bonds.

Section 7.04 The Debt Service Reserve Funds.

(A) Each Series Ordinance may create a Debt Service Reserve Fund for the Series of Bonds authorized thereby. Any such Debt Service Reserve Fund shall be for the equal and ratable benefit only of Bonds of that Series. Each such Debt Service Reserve Fund is intended to insure the timely payment of the principal of, and premium, if any, and interest on, that Series of Bonds, and to provide for the redemption of such Bonds prior to their stated maturities. Any Debt Service Reserve Fund shall be maintained in an amount equal to the Reserve Requirement for such Series of Bonds. Unless otherwise provided in a Series Ordinance, money in a Debt Service Reserve Fund shall be used for the following purposes, and for no other:

(1) To prevent a default in the payment of the principal of or interest on that Series of Bonds, by reason of the fact that money in its Debt Service Fund is insufficient for such purposes;

(2) To pay the principal of, interest on, and redemption premium, if any, of the Bonds of that Series in the event that all Outstanding Bonds of that Series be redeemed as a whole; or

(3) To effect partial redemption of the Bonds of that Series; but subject to the restrictions of Section 4.15 hereof and provided that subsequent to said partial

redemption, the market value of the cash and securities in the Debt Service Reserve Fund shall be not less than the Reserve Requirement therefor.

Notwithstanding the provisions of Section 7.04(A)(1-3) above and as permitted by the Code and Section 4.21 hereof, if the Debt Service Reserve Fund was funded with cash generated by the System, then, upon the written consent of the Holder of such Series of Bonds secured by such Debt Service Reserve Fund, the monies in such Debt Service Reserve Fund may be returned to the City. The requirements for and provisions governing any Debt Service Reserve Fund in the remainder of this Bond Ordinance shall, in references to "the Debt Service Reserve Fund", "the Reserve Requirement" and "the Bonds", be deemed to refer to each such Debt Service Reserve Fund created by a Series Ordinance, if any, and in each case to the respective Reserve Requirement for the respective Series of Bonds, and to Bonds only of that respective Series and not to any other Bonds.

(B) (1) Except as provided in (B)(2) below, each Debt Service Reserve Fund shall be kept in the complete custody and control of the Trustee and withdrawals therefrom shall be made only by the Trustee who shall transmit to the Bondholders, at such times as may be appropriate, the sums required to pay the principal of, redemption premium, if any, and interest on the Bonds.

(2) If a Series of Bonds is held by the Water Quality Authority, then the Debt Service Reserve Fund for such Series of Bonds may be kept in the custody and control of the State Treasurer's Office and invested in the Local Government Investment Pool in Authorized Investments. Withdrawals therefrom shall be made only as directed by the Water Quality Authority at such times as may be required to pay the principal and interest on such Series of Bonds. Any withdrawal of the monies in a Debt Service Reserve Fund that exceeds the Reserve Requirement shall be transferred in accordance with the provisions of Section 7.04(C) hereof.

(C) Except as provided in Section 7.04(B)(2) herein, money in a Debt Service Reserve Fund shall be invested and reinvested by the Trustee at the written direction of the Chief Financial Officer or his designee in Authorized Investments. Subject to the remaining provisions of this paragraph (C), the earnings from such investments shall be added to and become a part of the Debt Service Reserve Fund. Except as provided in a Series Ordinance, if as of any date of calculation, the value of the securities and money in a Debt Service Reserve Fund shall exceed its Reserve Requirement, such excess shall either be used to effect partial redemption of Bonds of that Series, or shall be removed from such Debt Service Reserve Fund and, either (i) transferred into the applicable Debt Service Fund, as directed in writing by the Chief Financial Officer, or (ii) transferred to the Gross Revenue Fund, as permitted by the provisions of the Code.

(D) In the event a Series Ordinance requires a Debt Service Reserve Fund to be established for a Series of Bonds, unless otherwise required by such Series Ordinance, the City, in lieu of the deposit of moneys into a Debt Service Reserve Fund, may alternatively satisfy the Reserve Requirement by causing to be so credited an irrevocable and unconditional surety bond, line of credit, letter of credit or insurance policy equal to the Reserve Requirement therefor.

(E) In the event the amount credited to a Debt Service Reserve Fund under a surety bond, letter of credit, or insurance policy (the "*Original Funding Instrument*") also includes amounts available under another surety bond, letter of credit, or insurance policy (the "*Additional Funding Instrument*"), draws on the Original Funding Instrument and the Additional Funding Instrument shall be made on a pro rata basis to fund any insufficiency in the Debt Service Fund. In the event a Debt Service Reserve Fund is funded with both monies and a surety bond, letter of credit, or insurance policy (1) any withdrawals from such Debt Service Reserve Fund shall be made first from such monies (or the liquidation of investments made therewith) and second from such surety bond, line of credit, letter of credit, or insurance policy, and (2) cash deposits to such Debt Service Reserve Fund shall be used first to restore the cash balance and second to reinstate the surety bond, line of credit, letter of credit, or insurance policy. The surety bond, line of credit, letter of credit, or insurance policy shall be payable (upon the giving of notice as required thereunder) on any Bond Payment Date on which moneys will be required to be withdrawn from such Debt Service Reserve Fund and applied to the payment of the principal of or interest on the Outstanding Series of Bonds to which such surety bond, line of credit, letter of credit, or insurance policy relates when such payments cannot be made by amounts otherwise credited to such Debt Service Reserve Fund.

Section 7.05 The Operation and Maintenance Fund.

(A) There shall be established and maintained an Operation and Maintenance Fund. The Operation and Maintenance Fund is intended to provide for the payment of the Operation and Maintenance Expenses.

(B) Withdrawals from the Operation and Maintenance Fund shall be made by or on the order of the City in accordance, as nearly as may be practicable, with the Annual Budget then in effect.

Section 7.06 The Depreciation and Contingent Fund.

(A) There shall be established and maintained a Depreciation and Contingent Fund held and administered by the City. This fund shall be maintained in an amount to be established not less frequently than annually by the City Council in order to provide a reasonable reserve for depreciation of the System, for contingencies and for improvements, betterments and extensions of the System.

(B) Money in this fund shall be used solely:

- (1) For the purpose of restoring depreciated or obsolete items of the System;
- (2) For improvements, betterments and extensions to the System, other than for those things which are reasonably necessary to maintain the System in good repair and working order;
- (3) To defray the cost of unforeseen contingencies and extraordinary repairs to the System;
- (4) To prevent defaults of Bonds and Junior Lien Bonds; and

(5) For optional redemption of Bonds or Junior Lien Bonds.

(C) Withdrawals from this fund shall be made by or on order of the City.

Section 7.07 The Rate Stabilization Fund.

The City Council may, by ordinance, establish a Rate Stabilization Fund, as needed, and, if created, shall hold and administer such fund under the provisions of this Bond Ordinance and State law.

Section 7.08 Investments of Funds.

Whenever, in the opinion of the City, it becomes desirable to invest money in any of the funds established by this Article (other than the Debt Service Reserve Funds, the Debt Service Funds, and any capitalized interest account) the City may make Authorized Investments. Earnings resulting from the investment of money in a particular fund shall be deposited into the Gross Revenue Fund (i) except as otherwise provided in Sections 7.03, 7.04 and 7.07 hereof, and (ii) unless the City Council shall have determined pursuant to the Annual Budget that any such earnings on amounts in the Depreciation and Contingent Fund shall remain therein.

[End of Article VII]

ARTICLE VIII - DISPOSITION OF REVENUES

Section 8.01 Deposits to Gross Revenue Fund; Dispositions Therefrom.

The Gross Revenues of the System, except customers' deposits and that money the disposition of which is controlled by other provisions of this Bond Ordinance, are declared to be a part of the Gross Revenue Fund and shall from time to time be promptly deposited in a bank or depository in an account which will reflect the fact that they are a part of the Gross Revenue Fund. If Bonds are Outstanding, the dispositions from the Gross Revenue Fund required by the remaining Sections of this Article shall be made on or before the Business Day which is five Business Days prior to the end of each month following the delivery of the first Series of Bonds issued hereunder. Payments from the Gross Revenue Fund shall be made in the order of priority established by the sequence of the remaining Sections of this Article.

Section 8.02 Payments for Bonds.

Provision shall be made for the payment of principal of, premium, if any, and interest on all Bonds then Outstanding without priority of any other Bonds but ratably as to each Series of Bonds. To that end:

(1) There shall be deposited into each Debt Service Fund the monthly fraction of the aggregate amount of interest to become due on the respective Series of Bonds on the next ensuing Bond Payment Date; provided, however, that if provision has been made for the payment of all or part of the next installment of interest to become due on any Bonds, or the Trustee is in receipt of any Interest Payment Subsidies, pursuant to any other provision of this Bond Ordinance, or any Series Ordinance, or by reason of investment earnings, then, in such event, the deposits required by this paragraph may be omitted, or reduced accordingly.

(2) There shall be deposited into each Debt Service Fund the monthly fraction of the Principal Installment of the respective Series of Bonds next becoming due and payable (whether at stated maturity or by sinking fund installments), so that on each principal maturity date, the amount of principal to be paid shall have been accumulated and be on hand; provided, however, that if provision has been made for the payment of all or part of the next installment of principal to become due on the respective Series of Bonds, pursuant to any other provision of this Bond Ordinance, or any Series Ordinance, or by reason of investment earnings, then, in such event, the deposits required by this paragraph may be omitted, or reduced accordingly.

(3) If, on the occasion when the deposits required by paragraphs (1) and (2) of this Section, are to be made, the sum total of the deposits required thereby plus previous monthly deposits and the remaining deposits to be made prior to the next succeeding principal and interest payment dates, will be less than the sum required to effect the payment of the next succeeding installment of either principal or interest, or both on the respective Series of Bonds, as the case may be, a sum equal to such deficiency shall be added to the deposits so to be made.

Section 8.03 Deposits for the Debt Service Reserve Funds - Valuation.

Deposits shall next be made in the amounts required by this Section 8.03 or Section 4.02(5) into the respective Debt Service Reserve Funds. Except as provided in Section 7.04(B)(2), the Trustee shall calculate the value of the cash and securities in each Debt Service Reserve Fund forty-five days prior to each Bond Payment Date in order to determine if each Debt Service Reserve Fund contains the Reserve Requirement therefor, and the extent to which payments therefor or withdrawals must be made therefrom, and the timing thereof, pursuant to this Bond Ordinance and the respective Series Ordinances. To the extent the Trustee determines that a deficiency exists, but such deficiency is solely the result of accounting practices governing the valuation of securities in the Debt Service Reserve Fund, the Trustee may alternatively calculate the value of the securities in each Debt Service Reserve Fund as of the maturity date of such securities, so long as such securities mature on or prior to the Bond Payment Date. Unless a Debt Service Reserve Fund is being funded pursuant to Section 4.02(5)(a) of this Bond Ordinance or then contains in cash and securities (or a surety bond, insurance policy, or letter of credit as herein described) an amount at least equal to its Reserve Requirement, unless otherwise provided in the Series Ordinance, there shall be paid into such Debt Service Reserve Fund on the last Business Day of each of the twenty-four (24) months following a determination of a deficiency in such Debt Service Reserve Fund one-twenty-fourth (1/24) of the amount necessary to re-establish in such Debt Service Reserve Fund its Reserve Requirement; provided, however, nothing herein shall preclude the City from fully re-establishing such Reserve Requirement in a more timely fashion than as so prescribed. Any surety bond, line of credit, insurance policy or letter of credit being used to meet the Reserve Requirement of a Debt Service Reserve Fund shall be valued at the amount still remaining to be drawn thereon; and in the event that any such surety bond, line of credit, insurance policy or letter of credit has been drawn upon, the amount necessary to restore the principal balance thereof shall be paid by the City in the same manner and on a parity with the payments described in this Section 8.03 or as provided in an insurance agreement or applicable Series Ordinance.

The market value of any Authorized Investments in a Debt Service Reserve Fund shall be calculated as follows:

(1) as to investments the bid and asked prices of which are published on a regular basis in The Wall Street Journal (or, if published therein, then in The New York Times): the average of the bid and asked prices for such investments so published on or most recently prior to such time of determination;

(2) as to investments the bid and asked prices of which are not published on a regular basis in The Wall Street Journal or The New York Times: the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers (selected by the Trustee in its absolute discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service;

(3) as to certificates of deposit and bankers acceptances: the face amount thereof, plus accrued interest; and

(4) as to any investment not specified above, the value thereof established by prior agreement between the City and the Trustee.

Section 8.04 Deposits for the Operation and Maintenance Fund.

There shall be deposited in the Operation and Maintenance Fund, either from the Gross Revenue Fund or the Rate Stabilization Fund, the amounts budgeted for Operation and Maintenance Expenses for the ensuing month and any amounts required for an operational reserve.

Section 8.05 Reimbursement of Interest on Amounts Advanced by Credit Providers for the Debt Service Reserve Fund.

Provision shall then be made for payment of interest and any fees or penalties on amounts advanced by the provider of any surety bond, line of credit, letter of credit or insurance policy as contemplated in Section 7.04(D) hereof.

Section 8.06 Deposits for the Depreciation and Contingent Fund.

There shall be deposited into the Depreciation and Contingent Fund that sum which is one-twelfth (1/12) of the sum which has been currently determined by the City Council to be the budgeted requirement therefor for the then current Fiscal Year.

Section 8.07 Payments for Junior Lien Bonds.

Provision shall then be made for the payment of any other indebtedness which is junior and subordinate to the Bonds in the order of priority contemplated by the proceedings authorizing their issuance.

Section 8.08 Use of Surplus Money.

All money remaining after making the payments required by Sections 8.01 to 8.07, shall be disposed of for any lawful purpose in such manner as the City Council shall from time to time determine.

The City may determine by resolution of the City Council, at any time, or in the budget ordinance to deposit any percentage or any set amount of surplus money under this Section 8.08 into the Rate Stabilization Fund; provided, however, that any amounts deposited into the Rate Stabilization Fund shall not exceed the amount budgeted for the Operation and Maintenance Fund for the then current Fiscal Year. Amounts on deposit in the Rate Stabilization Fund may, at the direction of an Authorized Officer, be used to make deposits into the Operation and Maintenance Fund required by Section 8.04 hereof. Amounts on deposit in the Rate Stabilization Fund may, at the option of the City Council, be withdrawn and used for any other

required purpose of the System, but in such event, such withdrawal, if for a purpose other than the payments of Operation and Maintenance Expenses, shall be excluded from Net Earnings.

[End of Article VIII]

**ARTICLE IX - AGREEMENT TO FURNISH INFORMATION
WITH RESPECT TO SYSTEM**

Section 9.01 Keeping Records.

The City recognizes that those who may from time to time hereafter be Bondholders will, throughout the life of the Bonds, require full information with respect to the System, the fiscal affairs of the System, and all matters incident to each. To that end, the City hereby covenants and agrees that it will install and thereafter at all times maintain proper books of records and accounts, separate and distinct from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to the System, and all revenues and receipts derived therefrom, directly or indirectly. Such books and records shall be kept in such fashion as to reveal in detail:

- (A) The number of customers who may from time to time make use of the System;
- (B) The Gross Revenues of the System and the source from whence derived;
- (C) All expenses incurred in the operation of the System suitably identified as to purpose;
- (D) The Net Earnings of the System and a schedule demonstrating compliance with Section 5.01(B) hereof for such Fiscal Year;
- (E) All expenditures made from the several funds established by this Bond Ordinance, and Series Ordinances authorizing the issuance of the Bonds; and
- (F) The rate schedules that may from time to time be in force.

Section 9.02 Audit Required.

The City further covenants and agrees that so long as any Bonds are Outstanding, it will, not later than one hundred eighty (180) days after the close of each Fiscal Year, cause to be made and completed by the Auditors, an audit of the records, books and accounts pertaining to the System, made in accordance with generally accepted accounting practices, showing, among other things, Gross Revenues and Net Earnings; and that it will furnish a copy of such audit upon request to the Trustee. Such audit shall comment upon any violation of any provision of any resolution authorizing the issuance of any Bonds or Junior Lien Bonds and any violation of any provision of this Bond Ordinance noted by the Auditors, and such other matters as to them seem pertinent. The cost of such audit shall be treated as an Operation and Maintenance Expense. Any audits made available to the City shall not otherwise be restricted as to their subsequent dissemination to any party.

[End of Article IX]

ARTICLE X - INSURANCE

Section 10.01 Requirement of Insurance.

(A) The City covenants and agrees that so long as any Bonds are Outstanding:

(1) To the extent insurance coverage is available, that it will insure and at all times keep the System insured against physical loss or damage with a responsible insurance company or companies, authorized and qualified under the laws of the State, to assume the risks insured against, in such amount as private corporations engaged in similar endeavors would customarily insure for;

(2) That it will secure adequate fidelity bonds (blanket or individual) of a surety company doing business in the State, indemnifying the City against defalcation of all persons handling money derived from the System or signing checks on any bank accounts relating to the System, other than the Trustee or any Registrar;

(3) That all premiums on all bonds or insurance policies shall be deemed an Operation and Maintenance Expense;

(4) That all insurance policies shall be open to the inspection of any Bondholder at any reasonable time;

(5) That all money received by the City as a consequence of any defalcation, covered by any fidelity bond, shall be used to restore the fund depleted by the defalcation. All sums received by the City from insurance policies covering the System may, to the extent necessary, be applied to the repair and replacement of the damaged or destroyed property, but, in the event that such money is not used for such purposes, then the same shall be deposited in the Depreciation and Contingent Fund; and

(6) That it will comply with the requirements of State law regarding the mandatory purchase of liability insurance contained in Section 15-78-140(b) of the South Carolina Code.

(B) Insurance required by this Section 10.01 may be provided through the South Carolina Insurance Reserve Fund. The City may obtain or adopt alternative risk management programs which an Insurance Consultant determines to be reasonable, including, without limitation, self-insurance in whole or in part individually or in connection with other institutions, participation in programs of captive insurance companies; participation with other governmental entities in mutual or other cooperative insurance or other risk management programs, participation in state or federal insurance programs, taking advantage of state or federal laws now or hereafter in existence limiting liability, or establishing or participating in other alternative risk management programs; all as may be approved by the Insurance Consultant as reasonable and appropriate risk management by the City. If the City shall be self-insured for any coverage, the City shall obtain a report of an Insurance Consultant stating whether the anticipated funding of any self-insurance fund is actuarially sound, and if not, the required funding to produce such

result and such coverage shall be reviewed by the Insurance Consultant not less frequently than annually. Any self-insurance program shall be subject to annual review by the Insurance Consultant who shall provide a written report to the City which shall include recommendations relating to such self-insurance program. The City shall provide to the Trustee annual certification evidencing compliance with the Insurance Consultant's recommendations.

(C) All costs and expenses of providing the insurance required by this Section 10.01 shall be payable solely from the Gross Revenues of the System as an Operation and Maintenance Expense.

[End of Article X]

ARTICLE XI - ADDITIONAL COVENANTS

Section 11.01 Additional Covenants to Secure Bonds.

The City further covenants and agrees:

(A) That neither the System, nor any part thereof, nor any of the revenues derived from the System, have been or will be hypothecated, mortgaged, otherwise pledged or encumbered, save and except in accordance with the provisions hereof;

(B) That it will permit no free service to be rendered, or use to be made of the services and facilities of the System, and for the services and facilities of the System used by the City, the reasonable cost and value of such services and facilities shall be paid as such services accrue. The revenue so received from the City shall be deemed revenue derived from the operation of the System, and shall be accounted for in the same manner as other revenues of the System;

(C) That, to the extent lawful, it will not permit competing systems to operate within its boundaries;

(D) That, it will permit no customer to be connected to the System, or to receive any service afforded by the System, unless a proper meter is installed, and such customer shall become obligated to pay for the service rendered at the appropriate rate according to the rate schedule then in force;

(E) That so long as there are any Bonds Outstanding and unpaid, it will perform all duties with reference to the System required by the Constitution and statutes of the State;

(F) That it will not pledge, mortgage, or otherwise encumber the System or any portion thereof, or any revenues therefrom except in the manner herein authorized, and (except as provided in Section 11.03 herein) it will not sell, lease or otherwise dispose of any portion of the System, necessary or useful in the operation of the System, until all Bonds shall be paid in full, or unless and until provision shall have been made for the payment of all Bonds and the interest thereon in full, and the City further obligates itself and covenants and agrees with the Bondholders to maintain in good condition and to operate said System, and to collect and charge such rates for the services and facilities of the System so that the income and revenues of the System will be sufficient at all times to meet the requirements of this Bond Ordinance. If, pursuant to this Section, anything belonging to the System which is not deemed by the City to be necessary or useful therefor shall be sold or disposed of, the proceeds of such sale or disposition shall be deposited in the Depreciation and Contingent Fund;

(G) That it will permit, so long as there are any Bonds Outstanding, any Bondholder to inspect the System and all records and accounts thereof under reasonable terms and conditions and after reasonable notice has been given;

(H) That it will not make any use, and it shall direct the Trustee and each Fiduciary not to make any use of the proceeds of any Series of Bonds which Bonds were intended upon the issuance thereof to be exempt from federal income taxation, which, if such use had been reasonably expected on the date of the issuance of the Bonds of such Series would have caused such Bonds or any other Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and will observe and not violate the requirements of Section 148 of the Code;

(I) That, as to any Series of Bonds that was intended at the time of their issuance to be exempt from federal income taxation, it will take all actions required of it under the Code that are necessary to preserve the tax-exempt status of such Series of Bonds, including without limitation, actions necessary to comply with all information reporting requirements and any obligation to rebate arbitrage earnings on the proceeds of such Bonds to the United States Government;

(J) That it will make all payments or deposits required under Articles VII and VIII of this Bond Ordinance in a timely manner; and

(K) That no payments on account of appropriations to the general fund of the City shall be made except as permitted under Section 8.08 hereof.

Section 11.02 Acquisition of Additional Utilities.

No provision of this Bond Ordinance shall prevent the combining of the System with any other utility system or enterprise of whatever type if such combination then be permitted or authorized by the provisions of the South Carolina Code and if the requirements set forth below are met; but no such combination shall impair the validity or priority of the pledge of revenues and the lien thereon created by this Bond Ordinance. The City shall have the right, from time to time, to add other utilities, enterprises, activities and facilities (which at the date of enactment of this Bond Ordinance were not included in the definition of System hereunder) to the definition of System hereunder, provided that:

(A) the City Council shall have determined that such utilities, enterprises, activities or facilities are of a similar public utility nature as are the utilities now constituting the System;

(B) the City Council shall have adopted an appropriate amendatory ordinance to this Bond Ordinance;

(C) the City shall have received an opinion of Bond Counsel to the effect that such action to be taken under this Section is authorized under this Bond Ordinance and the laws of the State and will not adversely affect the excludability of interest on the Bonds which were intended upon their issuance to be exempt from federal income taxation; and

(D) for each of the five (5) Fiscal Years following the date of the additions to the System, Net Earnings, as shall have been forecasted either by Independent Consultants with a reputation for expertise in the type of enterprise being added to the System, by the Auditors or by the Chief Financial Officer, will be not less than one hundred twenty percent (120%) of the

Annual Principal and Interest Requirements on all Bonds then proposed to be Outstanding in each of such five (5) Fiscal Years; provided, however, that in the event that Bonds are being issued to acquire or improve the acquired utility, this paragraph (D) shall not apply and the City shall meet the requirements of Article IV hereof before issuing such Bonds and acquiring such utility.

Section 11.03 Sale, Exchange, Removal or Disposal of Component of System.

(A) The City may from time to time sell, exchange, remove or dispose of, (but not lease, contract or agree for the use thereof) an entire component comprising a part of the System, if it determines by ordinance:

(1) that the sale, exchange, removal or other disposition thereof would not materially reduce Net Earnings; or

(2) that the sale, exchange, removal or other disposition thereof (1) would not materially adversely affect the ability of the City to comply with the rate covenant, set forth in Section 5.01 hereof, for the current and next succeeding Fiscal Year, and (2) would be for a consideration of not less than reasonable value as may be determined in the sole discretion of the City Council.

(B) In addition to the provisions of Section 11.03(A) hereof, if the City determines to sell, exchange, remove or dispose of an entire component comprising a part of the System the following conditions shall also be met:

(1) an opinion of Bond Counsel to the effect that the sale, exchange, removal or disposal of a component of the System from the System has been effected in accordance with the terms of this Bond Ordinance; and

(2) notice shall be provided to any rating agency, if any, then rating any Series of Bonds regarding the sale, exchange, removal or disposal of such component from the System.

(C) If the City sells, exchanges, removes or otherwise disposes a component of the System, the proceeds, if any, of such transaction may be applied, at the discretion of the City, as follows:

(1) to the payment or satisfaction, in whole or in part, of (1) Bonds associated with or related to such component and (2) any other type of indebtedness of the City associated with or related to such component; or

(2) to the payment or satisfaction, in whole or in part, of the amount due under any type of contractual obligations of the City associated with or related to such component; or

(3) to the payment of the construction or purchase of additional improvements or expansions to the System.

[End of Article XI]

ARTICLE XII - MODIFICATION OF ORDINANCE

Section 12.01 Modification Without Bondholder Approval.

(A) Provided always that the security of the Bonds shall not be diminished, or in any manner impaired, the City Council may for any one or more of the following purposes at any time, or from time to time, enact an ordinance, supplementing this Bond Ordinance, which supplemental ordinance shall be fully effective in accordance with its terms:

(1) to provide for the issuance of a Series of Bonds in accordance with Article IV of this Bond Ordinance;

(2) to add to the covenants and agreements of the City in this Bond Ordinance, other covenants and agreements thereafter to be observed;

(3) to surrender any right, power or privilege reserved to or conferred upon the City by this Bond Ordinance;

(4) to cure, correct and remove any ambiguity or inconsistent provisions contained in this Bond Ordinance;

(5) to implement an addition to the System pursuant to Section 11.02 hereof;
and

(6) for any other purpose which, in the opinion of Bond Counsel, does not materially affect the interests of the Bondholders.

(B) It is further provided that such supplemental ordinance shall not become effective until a copy thereof, duly certified, shall have been filed in the office of the Clerk of Court for the County. The City will promptly give notice of enactment and a copy of any modification made hereunder to any Insurer.

Section 12.02 Modification with Bondholder Approval.

The rights and duties of the City and the Bondholders and the terms and provisions of this Bond Ordinance may be modified or altered in any respect by an ordinance enacted by the City Council with the consent of the Holders of fifty-one percent (51%) in principal amount of all Bonds of each Series which would be affected by such modification or alteration then Outstanding, if any, such consent to be evidenced in such manner as may be acceptable to the Trustee, however no such modification or alteration shall, without the consent of the Holders of all Bonds affected by such change or modification:

(A) Effect a change as to the type of currency in which the City is obligated to effect payment of the principal, interest and redemption premium of any Bond;

- (B) Permit the creation of a pledge of the revenues of the System prior to or equal to the Bonds except as may be permitted under the provisions of this Bond Ordinance;
- (C) Permit preference or priority of any Bonds to others;
- (D) Alter or modify the provisions of Section 4.02 or of Articles V, VII, and VIII; or
- (E) Reduce the percentage required for the written consent to the modification or alteration of the provisions of this Bond Ordinance.

Section 12.03 Procedure for Procuring Bondholder Approval.

The City and the Trustee may conclusively rely upon the registry books maintained by the Registrar to determine who are the Holders of the Bonds. Any and all modifications made pursuant to Section 12.02 shall not become effective until (1) there has been filed with the Clerk of Court for the County and with the Trustee a copy of such amendatory ordinance hereinabove provided for, duly certified, and (2) proof of consent to such modification by the Holders (depending on the type of type of type of modification) of (A) fifty-one percent (51%) in principal amount of the Bonds of each Series then Outstanding or (B) all Bonds Outstanding, shall be filed with the Trustee. In the event that any Series of Bonds are held under a book-entry system pursuant to Section 4.20, the approvals of Bondholders may be obtained in the manner provided in the agreement with the Securities Depository.

Upon any modification made pursuant to this Article XII, there shall be delivered to the Trustee an opinion of counsel, upon which the Trustee shall conclusively rely, to the effect that such modification is authorized or permitted under this Bond Ordinance.

Section 12.04 Notice to Rating Agencies.

Any rating agency rating a Series of Bonds shall be provided notice and a copy of any amendment to this Bond Ordinance or to any Series Ordinance within fifteen (15) days of its execution or enactment; notice provided via the Municipal Securities Rulemaking Board's EMMA system shall be sufficient for purposes of this Section 12.04.

[End of Article XII]

ARTICLE XIII - EVENTS OF DEFAULT

Section 13.01 Events of Default.

(A) Each of the following events is hereby declared to be an “*Event of Default*”:

(1) Payment of the principal of any of the Bonds shall not be made when the same shall become due and payable, either at maturity or by proceedings for redemption;

(2) Payment of any installment of interest on any Bonds shall not be made when the same becomes due and payable;

(3) Payment of any installment of either interest or principal on any Junior Lien Bonds shall not be made when the same becomes due and payable or any other event of default shall exist with respect to any Junior Lien Bonds;

(4) Except as provided in Section 5.01(C) hereof, the City shall not comply with the rate covenant in Section 5.01(B) herein;

(5) The City shall for any reason be rendered incapable of fulfilling its obligations hereunder;

(6) An order or decree shall be entered with the consent or acquiescence of the City appointing a receiver, or receivers, of the System, or of the revenues thereof, or any proceedings shall be instituted with the consent or acquiescence of the City for the purpose of effecting a composition between the City and its creditors whose claims relate to the System, or for the purpose of adjusting claims of such creditors, pursuant to any federal or State statute now or hereafter enacted, or if such order or decree, having been entered without the consent or acquiescence of the City, shall not be vacated or discharged or stayed on appeal within sixty (60) days after entry thereof, or if such proceeding having been instituted without the consent or acquiescence of the City, shall not be withdrawn or any orders entered shall not be vacated, discharged, or stayed on appeal within sixty (60) days after the institution of such proceedings, or the entry of such orders;

(7) The City shall fail to operate the System in an efficient and businesslike fashion so as to materially impair the operations of the System or shall default in the due and punctual performance of any other of the covenants, conditions, agreements or provisions contained in the Bonds or in this Bond Ordinance, and such default as to efficient operation or otherwise shall continue for thirty (30) days after written notice, specifying such default and requiring the same to be remedied, shall have been given to the City by any Bondholder, provided that in the case of default specified in this paragraph (7), if the default be such that it cannot be corrected within the said thirty (30) day period, it shall not constitute an event of default if corrective action is instituted by the City within said thirty (30) day period and diligently pursued until the default is corrected;

(8) The occurrence of an event of default on the part of the City under any reimbursement agreement between the City and a provider of a surety bond, insurance policy or letter of credit as contemplated under Section 7.04(D) hereof; and

(9) Such other events of default as may be specified in a Series Ordinance.

In determining whether a default in payment has occurred under paragraphs (1) or (2) of this subsection (A) and in determining whether a payment on Bonds has been made under any other provision of this Bond Ordinance, no effect shall be given to payments made under a Municipal Bond Insurance Policy.

(B) The foregoing provisions of paragraphs (4), (5) and (6) of the preceding subsection (A) are subject to the following limitations: If by reason of "force majeure" the City is unable in whole or in part to carry out its agreements herein contained (other than the obligations on the part of the City contained in any of Section 4.02 or Articles V, VII and VIII as to which this paragraph shall have no application), the City shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes; lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, tunnels or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the City, it being agreed that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the City, and the City shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the City unfavorable to the City.

[End of Article XIII]

ARTICLE XIV - REMEDIES

Section 14.01 Acceleration; Annulment of Acceleration.

(A) Upon the occurrence of an Event of Default, the Trustee shall, upon the written request of the Holders of not less than fifty-one percent (51%) in aggregate principal amount of Bonds Outstanding, by notice in writing to the City, declare all Bonds Outstanding immediately due and payable, and such Bonds shall become and be immediately due and payable, anything in the Bonds or in this Bond Ordinance to the contrary notwithstanding. In such event, there shall be due and payable on the Bonds an amount equal to the total principal amount of all such Bonds, plus all interest accrued thereon and which will accrue thereon to the date of payment.

(B) At any time after the principal of the Bonds shall have been so declared to be due and payable and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Bond Ordinance, the Trustee may annul such declaration and its consequences with respect to any Bonds not then due by their terms if:

(1) Moneys shall have been deposited in each Debt Service Fund sufficient to pay all matured installments of interest and principal (other than principal then due only because of such declaration) of all Outstanding Bonds;

(2) Moneys shall have been deposited with the Trustee sufficient to pay the charges, compensation, expenses, disbursements, advances and liabilities of the Trustee;

(3) All other amounts then payable by the City hereunder shall have been paid or a sum sufficient to pay the same shall have been deposited with the Trustee; and

(4) Every Event of Default known to the Trustee (other than a default in the payment of the principal of such Bonds then due only because of such declaration) shall have been remedied to the satisfaction of the Trustee.

No such annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

Section 14.02 Additional Remedies and Enforcement of Remedies.

(A) Upon the occurrence and continuance of any Event of Default, subject to the provisions of Section 17.01 hereof, the Trustee may, and upon the written request of the Holders of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds Outstanding, together with indemnification of the Trustee to its satisfaction therefor, shall proceed forthwith to protect and enforce its rights and the rights of the Bondholders under this Bond Ordinance by such suits, actions or proceedings as the Trustee, being advised by counsel, shall deem expedient, including but not limited to:

(1) Seeking a *writ of mandamus*, requiring the City to carry out its duties and obligations under the terms of this Bond Ordinance and under the Enabling Act;

(2) Suit upon all or any part of the Bonds;

(3) Civil action to require the City to account as if it were the trustee of an express trust for the Holders of Bonds;

(4) Civil action to enjoin any acts or things which may be unlawful or in violation of the rights of the Holders of the Bonds; or

(5) Enforcement of any other right of the Bondholders conferred by law or by this Bond Ordinance including the right to make application for the appointment of a receiver to administer and operate the System.

(B) Regardless of the happening of an Event of Default, the Trustee, if requested in writing by the Holders of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds then Outstanding, and upon receipt of assurances of indemnification of the Trustee, the sufficiency of which shall be determined in the Trustee's sole discretion, shall institute and maintain such suits and proceedings as it may be advised by counsel shall be necessary or expedient:

(1) To prevent any impairment of the security under this Bond Ordinance by any acts which may be unlawful or in violation of this Bond Ordinance; or

(2) To preserve or protect the interests of the Bondholders, provided that such request is in accordance with law and the provisions of this Bond Ordinance and, in the sole judgment of the Trustee, is not unduly prejudicial to the interests of the Holders of Bonds not making such request.

(C) When the Trustee incurs costs or expenses (including legal fees, costs and expenses) or renders services after the occurrence of an Event of Default, such costs and expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

Section 14.03 Application of Revenues and Other Moneys After an Event of Default.

(A) The City covenants that if an Event of Default shall happen and shall not have been remedied, the City, upon demand of the Trustee, shall pay or cause to be paid over to the Trustee:

(1) Forthwith, all moneys and securities then held by the City which are credited to any fund under this Bond Ordinance (specifically including any moneys and securities in any construction fund created with proceeds of Bonds if construction of the projects to be paid for thereby has been completed or terminated but exclusive of any

amounts remaining in such construction fund that are in dispute between the City and any contractor). However, any monies in a Debt Service Reserve Fund shall be applied only toward a Series of Bonds for which such Debt Service Reserve Fund was established; and

(2) As promptly as practicable after receipt thereof, all Gross Revenues.

(B) During the continuance of an Event of Default, the Trustee shall apply all moneys, securities, Gross Revenues, payments and receipts in its possession and the income therefrom as follows and in the following order:

(1) To the payment of the reasonable and proper charges of the Trustee and its reasonable counsel fees, costs and expenses;

(2) To the payment of the interest and principal (and redemption premium, if any) then due on the Bonds, as follows:

(a) Unless the principal of all of the Bonds shall have become or have been declared due and payable,

(i) First: To the payment of the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the persons entitled thereto, without any discrimination or preference;

(ii) Second: To the payment to the persons entitled thereto of the unpaid Principal Installments (and redemption premiums, if any) of any Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal (plus redemption premium, if any) due on such date, to the persons entitled thereto, without any discrimination or preference.

(b) If the principal of all of the Bonds shall have become or have been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any differences as to the respective rates of interest specified in the Bonds;

(3) To the payment of the amounts required by Section 8.03, ratably, according to the amounts due thereon to the persons entitled thereto;

- (4) To the payment of necessary Operation and Maintenance Expenses;
- (5) To the payment of the amounts required by Section 8.05, ratably, according to the amounts due thereon to the persons entitled thereto;
- (6) To the payment of the amounts required by Section 8.06, ratably, according to the amounts due thereon to the persons entitled thereto; and
- (7) To the payment of the amounts required by Section 8.07, ratably, according to the amounts due thereon to the persons entitled thereto.

Section 14.04 Remedies Not Exclusive.

No remedy by the terms of this Bond Ordinance conferred upon or reserved to the Trustee or the Bondholders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Bond Ordinance or existing at law or in equity or by statute (including the Enabling Act) on or after the date hereof.

Section 14.05 Remedies Vested in Trustee.

All rights of action (including the right to file proof of claims) under this Bond Ordinance or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto. Any such suit or proceedings instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Holders of the Bonds. Subject to the provisions of Section 14.03 hereof, any recovery of judgment shall be for the equal benefit of the Holders of the Outstanding Bonds.

Section 14.06 Majority of Bondholders Control Proceedings.

If an Event of Default shall have occurred and be continuing, notwithstanding anything in this Bond Ordinance to the contrary, the Holders of at least a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time, by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting any proceeding to be taken in connection with the enforcement of the terms and conditions of this Bond Ordinance or for the appointment of a receiver or any other proceedings hereunder, provided that such direction is in accordance with law and the provisions of this Bond Ordinance (including indemnity to the Trustee) and, in the sole judgment of the Trustee, is not unduly prejudicial to the interests of the Bondholders not joining in such direction and provided further that nothing in this Section 14.06 shall impair the right of the Trustee in its discretion to take any other action under this Bond Ordinance which it may deem proper and which is not inconsistent with such direction by Bondholders.

Section 14.07 Individual Bondholder Action Restricted.

(A) No Holder of any Bond shall have any right to institute any suit, action, or proceeding in equity or at law for the enforcement of this Bond Ordinance or for the execution of any trust hereunder or for any remedy under this Bond Ordinance unless:

(1) An Event of Default has occurred:

(a) under paragraph (1) or (2) of subsection (A) of Section 13.01 hereof;

(b) as to which a Responsible Officer of the Trustee has actual notice; and

(c) as to which the Trustee has been notified in writing

(2) The Holders of at least twenty-five percent (25%) in aggregate principal amount of Bonds Outstanding shall have made written request to the Trustee to proceed to exercise the powers granted in this Bond Ordinance or to institute such action, suit or proceeding in its own name; and

(3) Such Bondholders shall have provided assurances of indemnification of the Trustee, the sufficiency of which shall be determined in the Trustee's sole discretion; and

(4) The Trustee shall have failed or refused to exercise the powers herein granted or to institute such action, suit or proceedings in its own name for a period of sixty (60) days after receipt by it of such request and offer of indemnity.

(B) No one or more Holders of Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the security of this Bond Ordinance or to enforce any right hereunder except in the manner herein provided and for the equal benefit of the Holders of all Bonds Outstanding.

(C) Nothing contained in this Bond Ordinance shall affect or impair, or be construed to affect or impair, the right of the Holder of any Bond:

(1) To receive payment of the principal of or interest on such Bond on the due date thereof; or

(2) To institute suit for the enforcement of any such payment on or after such due date.

Section 14.08 Termination of Proceedings.

In case any proceeding taken by the Trustee or any Bondholder on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Bondholders, the City, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee and the Bondholders shall continue as if no such proceeding had been taken.

Section 14.09 Waiver and Nonwaiver of Event of Default.

(A) No delay or omission of the Trustee or of any Holder of the Bonds to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein. Every power and remedy given by this Article XIV to the Trustee and the Holders of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

(B) The Trustee may waive any Event of Default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Bond Ordinance, or before the completion of the enforcement of any other remedy under this Bond Ordinance.

(C) Notwithstanding anything contained in this Bond Ordinance to the contrary but subject to the provisions of Section 17.01 hereof, the Trustee, upon the written request of the Holders of at least a majority of the aggregate principal amount of Bonds then Outstanding (including, if more than one Series of Bonds shall at the time be Outstanding, the Holders of a majority in principal amount of all Bonds then Outstanding of each such Series), shall waive any Event of Default hereunder and its consequences; provided, however, that except under the circumstances set forth in subsection (B) of Section 14.01 hereof or subsection (B) of this Section 14.09, a default in the payment of the principal of, premium, if any, or interest on, any Bond, when the same shall become due and payable by the terms thereof or upon call for redemption, may not be waived without the written consent of the Holders of all the Bonds at the time Outstanding.

(D) In case of any waiver by the Trustee of an Event of Default hereunder, the City, the Trustee, each Insurer and the Bondholders shall be restored to their former positions and rights under this Bond Ordinance, respectively, but no such waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereon. The Trustee shall not be responsible to anyone for waiving or refraining from waiving any Event of Default in accordance with this Section 14.09.

Section 14.10 Notice of Events of Default.

(A) Within thirty (30) days after:

(1) The receipt of notice of an Event of Default as provided in Section 14.07(A)(1)(b) or (c) hereof; or

(2) The occurrence of an Event of Default under paragraphs (1) or (2) of subsection (A) of Section 13.01 hereof, as to which the Trustee shall be deemed to have notice,

the Trustee shall, unless such Event of Default shall have theretofore been cured, give written notice thereof by first class mail to each Insurer of any Series of Bonds then Outstanding, if any, and to each Holder of Bonds then Outstanding, provided that, except in the case of a default in the payment of principal of, together with premium, if any and interest on any of the Bonds, the Trustee may withhold such notice if, in its sole judgment, it determines that the withholding of such notice is in the best interests of the Bondholders.

(B) The Trustee shall immediately notify the City and each Insurer of any Series of Bonds then Outstanding of any Event of Default actually known to a Responsible Officer of the Trustee.

Section 14.11 Rights of Insurers.

Any Series Ordinance may provide that any Insurer, insuring the applicable Series of Bonds, upon the occurrence of an Event of Default and with respect to all remedies provided herein, may prevent the acceleration of the Bonds of all Series or may prevent the annulment of the acceleration of the Bonds of all Series. Such Insurer may be subrogated to the rights to payment of the Holders of any Bonds with respect to which it pays any principal or interest on the Bonds owned by that Holder.

[End of Article XIV]

ARTICLE XV - TRUSTEE AND ITS FUNCTIONS; OTHER FIDUCIARIES

Section 15.01 Appointment and Vesting of Powers in Trustee; Limitation of Rights of Bondholders to Appoint Trustee.

Prior to the delivery of any Bonds pursuant to this Bond Ordinance, the City shall appoint the Trustee. Such appointment shall be made by means of the Series Ordinance enacted by the City Council in connection with the issuance of the first Series of Bonds pursuant to this Bond Ordinance. The Trustee shall be and is hereby vested with all rights and powers necessary to enable it to discharge its duties hereunder but the right of the Bondholders to appoint a Trustee hereunder is limited to the circumstances contemplated by Section 15.10 hereof.

Section 15.02 Functions of Trustee.

The Trustee shall have the following additional functions:

- (A) To authenticate the Bonds of all Series that may be issued;
- (B) To act as custodian of the Debt Service Funds;
- (C) Except as otherwise provided herein, to act as custodian of the Debt Service Reserve Funds, if any;
- (D) Except as otherwise provided herein, to act as Paying Agent for the Bonds;
- (E) Unless otherwise prescribed by any Series Ordinance, to act as Registrar for the Bonds, and to maintain a set of registration books therefor, which shall at all times accurately reflect the names and addresses of all those who may be Holders of any Bonds;
- (F) To make reports to the City on a monthly or such other basis as may be requested by the City, but not less often than semi-annually:
 - (1) Establishing balances on hand;
 - (2) Listing investments made for any fund handled by the Trustee;
 - (3) Establishing the market value of the Debt Service Reserve Funds; and
 - (4) Listing all securities, if any, pursuant to Section 15.13 hereof.

Section 15.03 Duty of Trustee with Respect to Deficits in Debt Service Funds.

It shall be the further duty of the Trustee to give written notice to the City three (3) Business Days prior to each Bond Payment Date, if there is any deficiency in any Debt Service Fund which would result in a need for further moneys to meet the payment of interest and/or

principal falling due on the next ensuing Bond Payment Date, and the extent, if any, to which resort must be had to the respective Debt Service Reserve Fund to meet such deficiency.

Section 15.04 Acceptance by Trustee Required.

Prior to the delivery of any Bonds, the Trustee appointed pursuant to Section 15.01 hereof shall signify its acceptance of the powers, duties and obligations conferred and imposed upon it by this Bond Ordinance, by executing and delivering to the City a written acceptance thereof.

Section 15.05 Liability as to Recitals in Bond Ordinance and Bonds.

The recitals of fact made in this Bond Ordinance and in the Bonds shall be taken as statements of the City, and the Trustee shall not be deemed to have made any representation as to the correctness of the same, nor shall the Trustee be deemed to have made any representation whatsoever as to the validity or sufficiency of this Bond Ordinance or of the Bonds issued hereunder except with respect to the authentication of any Bonds. Nor shall the Trustee be under any responsibility or duty with respect to the issuance of said Bonds, or the application of the proceeds thereof, except to the extent provided for herein. Nor shall the Trustee be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct.

Section 15.06 Trustee May Rely on Notices, etc.

The Trustee shall at all times conclusively rely upon and be fully protected in acting upon any notice, resolution, request, consent, order, certificate, statement, opinion, bond, or other paper or document believed to be genuine and to have been signed by the proper party or parties.

Section 15.07 Trustee Permitted to Resign.

The Trustee may, at any time, resign and be discharged of its duties and obligations hereunder by giving to the City and the Bondholders written notice of such resignation, specifying a date (not less than sixty (60) days after such notice) when such resignation is intended to take effect. Such resignation shall take effect immediately upon but not before the appointment and qualification of such successor. If after sixty (60) days no successor has been appointed, the Trustee may petition a court of competent jurisdiction to appoint a successor.

Section 15.08 Removal of Trustee.

(A) The Trustee may be removed at any time by the Holders of not less than fifty percent (50%) of the principal amount of Bonds at such time Outstanding upon 30 days written notice to the Trustee.

(B) Provided an Event of Default has not occurred and is not continuing, the Trustee may be removed at any time by the City upon 30 days written notice to the Trustee.

(C) Any such removal shall take effect immediately (after the 30 day notice period) upon, but not before the appointment and qualification of such successor.

Section 15.09 Appointment of Successor Trustee Upon Resignation or Removal of Trustee.

(A) In case at any time the Trustee shall resign, or be removed or become incapable of acting, or be adjudged bankrupt or insolvent, or a receiver of its property shall be appointed, or any public officer shall take charge or control of its property or affairs, a successor thereto shall be promptly appointed by an ordinance of the City duly enacted. Such successor shall in all instances be a bank or a trust company, and duly chartered pursuant to the laws of the United States or of any state and shall have a combined capital and surplus of not less than \$500,000,000.

(B) Immediately following such appointment the City shall give written notice of such appointment to the Bondholders and any Registrar other than the Trustee.

Section 15.10 When Bondholder May Seek Successor Trustee.

If, in a proper case, no appointment of a successor Trustee shall be promptly made pursuant to Section 15.09, any Bondholder, the resigning or removed Trustee may make application to any court of competent jurisdiction for the appointment of a successor and said court may thereupon, after such notice, if any, as such court may prescribe, appoint a successor.

Section 15.11 Acceptance by Successor Trustee.

Any successor Trustee appointed hereunder shall execute and deliver to its predecessor and to the City a written acceptance of such appointment, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of its predecessor hereunder with like effect as if originally named as such Trustee and its predecessor shall be obligated to pay over, transfer, assign and deliver all moneys, securities and other property held by it to its successor, and on the written request of the City, or the successor, shall execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may be reasonably required for the vesting and confirming in such successor all the right, title and interest of the predecessor in and to any property held by it.

Section 15.12 Effect of Trustee Merging With Another Bank.

Any bank or trust company into which the Trustee may be merged, or with which it may be consolidated, or any bank or trust company resulting from any merger or consolidation to which it shall be a party, or any bank or trust company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, shall become the successor without the execution or filing of any paper or the performance of any further act; provided, always, that if the City shall be dissatisfied with the institution resulting from the merger, consolidation or other action spoken of above, then the City may at any time within thirty (30) days after such action

name a new Trustee (with the qualifications prescribed by Section 15.09 hereof) in lieu of the Trustee then acting.

Section 15.13 Trustee to Secure Funds and Securities Held in Trust.

The Trustee shall be a member of the Federal Deposit Insurance Corporation (the “*FDIC*”) and shall remain such a member throughout the period during which it shall act as Trustee. The Trustee, in its capacity as Trustee, Paying Agent, and Registrar, shall accept its appointment by a written instrument embodying its agreement to remain a member of the FDIC. Unless the same be secured as trust funds in the manner provided by the applicable regulations of the Comptroller of the Currency of the United States of America, and unless otherwise provided for in a Series Ordinance, all moneys in the custody of the Trustee in excess of the amount of such deposit insured by the FDIC, shall be secured by Authorized Investments at least equal to the sum on deposit and not insured by the FDIC.

Section 15.14 Disposition of Paid Bonds.

It shall be the duty of the Trustee to cancel all Bonds which shall have been paid, whether upon their maturity or redemption prior to maturity; such cancellation shall be done in such fashion as to render such Bonds incapable of further negotiation or hypothecation. In any event it shall furnish appropriate certificates to the City indicating the disposition of such Bonds. Upon effecting such cancellation, the Trustee shall furnish appropriate certificates to the City setting forth the disposition made of the Bonds so canceled.

Section 15.15 Appointment of Substitute Registrar.

The City may, from time to time, appoint a Registrar or Registrars to act in the place and stead of the Trustee as Registrar of the Bonds of one or more Series. The City shall cause written notice of such appointment to be mailed to the Holders of all Bonds affected by such appointment thirty (30) days prior to the effective date of such appointment.

Section 15.16 Additional Provisions Regarding the Trustee.

The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Bond Ordinance, and no implied covenants or obligations should be read into this Bond Ordinance against the Trustee. If any Event of Default under this Bond Ordinance shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this Bond Ordinance and shall use the same degree of care as a prudent person would exercise or use in the circumstances in the conduct of such prudent person's own affairs.

The Trustee agrees to perform the trust functions provided herein upon and subject to the following expressed terms and conditions:

(A) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents or receivers appointed with due care.

(B) The permissive items assigned to the Trustee as enumerated herein shall not be construed as a duty.

(C) The Trustee shall not be accountable for the use or application by the City of any money paid over by the Trustee in accordance with the provisions of this Bond Ordinance.

(D) Before taking any action under this Bond Ordinance relating to an Event of Default or in connection with its duties under this Bond Ordinance other than making payments of principal and interest on the Bonds as they become due or causing an acceleration of the Bonds whenever required by this Bond Ordinance, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all costs and expenses to which it may be put (including legal fees, costs and expenses) and to protect it against all liability, including, but not limited to, any liability arising directly or indirectly under any federal, state or local statute, rule, law or ordinance related to the protection of the environment or hazardous substances and except liability which is adjudicated to have resulted from its own negligence or willful misconduct in connection with any action so taken.

(E) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(F) None of the provisions of this Bond Ordinance shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds cannot be assured to the Trustee's satisfaction.

(G) So long as investments are made in Authorized Investments, the Trustee may conclusively rely upon the City's written instructions as to both the suitability and legality of all investments directed hereunder. To the extent invested in Authorized Investments, the Trustee shall have no responsibility to monitor the ratings of investments after the initial purchase of such investments. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge reasonable fees for such trades, including cash sweep accounts. Notwithstanding anything to the contrary herein, in the absence of written investment instructions from the City, the Trustee shall not be responsible or liable for keeping moneys held by it hereunder fully invested. While invested in Authorized Investments, the Trustee shall not be liable for any losses from such investments. Broker confirmations of investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered.

(H) The Trustee shall have no duty to review or analyze any financial statements delivered to it hereunder (including the audit required by Section 9.02 hereof) or verify the

accuracy thereof and shall hold such financial statements solely as a repository for the benefit of the Bondholders; the Trustee shall not be deemed to have notice of any information contained therein or Event of Default which may be disclosed therein.

(I) The City shall pay to the Trustee reasonable compensation for all services performed by it hereunder and also its reasonable expenses, charges and other disbursements and the fees, costs, and expenses of its attorneys, agents and employees incurred in and about the administration and the performance of its powers and duties hereunder. If the Trustee is required by governmental agency or court proceeding initiated by a third party to undertake efforts beyond that which is set forth herein but related thereto, the Trustee shall notify the City of same in writing. Payment for such extraordinary fees, costs and expenses (including but not limited to reasonable attorney's fees, costs and expenses) shall be made promptly by the City only after said notice.

(J) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Bond Ordinance arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation: acts of God; earthquakes; fire; flood; hurricanes or other catastrophic storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; labor disputes; acts of civil or military authority or governmental action; it being understood that the Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

(K) Notwithstanding anything to the contrary herein, to the extent that the Trustee is not otherwise acting in the capacity as dissemination agent, the Trustee shall not have any liability to any party in connection with any failure to timely file any notice with the Municipal Securities Rulemaking Board (via its EMMA system).

(L) The Trustee shall have the right to accept and act upon directions or instructions delivered using Electronic Means; provided, however, that the City shall provide to the Trustee an incumbency certificate listing Qualified Officers with the authority to provide such directions or instructions (each a "*Qualified Officer*") and containing specimen signatures of such Qualified Officers, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee directions or instructions using Electronic Means and the Trustee in its discretion elects to act upon such directions or instructions, the Trustee's understanding of such directions or instructions shall be deemed controlling. The City understands and agrees that the Trustee cannot determine the identity of the actual sender of such directions or instructions and that the Trustee shall conclusively presume that directions or instructions that purport to have been sent by an Qualified Officer listed on the incumbency certificate provided to the Trustee have been sent by such Qualified Officer. The City shall be responsible for ensuring that only Qualified Officers transmit such directions or instructions to the Trustee and that all Qualified Officers treat applicable user and authorization codes, passwords and/or authentication keys as confidential and with extreme care. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such directions or instructions notwithstanding

such directions or instructions conflict or are inconsistent with a subsequent written direction or written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit directions or instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized directions or instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting directions or instructions to the Trustee and that there may be more secure methods of transmitting directions or instructions (iii) that the security procedures (if any) to be followed in connection with its transmission of directions or instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

[End of Article XV]

ARTICLE XVI - DEFEASANCE

Section 16.01 Defeasance Generally.

Subject to the provisions of any Series Ordinance, if all of the Bonds issued pursuant to this Bond Ordinance and any other amounts required to be paid to a provider of a surety bond, line of credit, insurance policy or letter of credit hereunder shall have been paid and discharged, then the obligations of the City under this Bond Ordinance, the pledge of Gross Revenues made hereby, and all other rights granted hereby shall cease and determine. Subject to the provisions of any Series Ordinance, Bonds shall be deemed to have been paid and discharged within the meaning of this Article under each of the following circumstances:

(A) The Trustee shall hold, at the stated maturities of such Bonds, in trust and irrevocably appropriated thereto, sufficient money for the payment thereof.

(B) If default in the payment of the principal of such Bonds or the interest thereon shall have occurred and thereafter tender of such payment shall have been made, and the Trustee shall then hold in trust and irrevocably appropriated thereto, sufficient money for the payment thereof to the date of the tender of such payment.

(C) If the City shall have deposited with the Trustee, or any other bank or trust company which would otherwise meet the chartering and capital and surplus requirements contained in Section 15.09(A) hereof, in irrevocable trust money or Defeasance Obligations, the principal of and interest on which when due (without reinvestment thereof) will, as certified in a verification report provided by an independent entity providing such services and deemed qualified by the Trustee, provide money which, together with the money, if any, deposited at the same time, shall be sufficient to pay, when due, the principal, interest and redemption premium, if any, due and to become due on and prior to the maturity, or, if the City has irrevocably elected to redeem Bonds, on and prior to the redemption date, of such Bonds.

Section 16.02 Money to be Held in Trust - When Returnable to the City.

Any money which at any time shall be deposited with the Trustee or other escrow holder authorized under Section 16.01(C), by or on behalf of the City, for the purpose of paying and discharging any Bonds or the interest thereon, shall be and is hereby assigned, transferred and set over to the Trustee or such other escrow holder in trust for the respective Holders of the Bonds, and such money shall be and is hereby irrevocably appropriated to the payment and discharge thereof. But if, through lapse of time or otherwise, the Holders of said Bonds shall no longer be entitled to enforce payment of their obligations, then, in such event, it shall be the duty of the Trustee or such other escrow holder, upon written direction of the City, to forthwith return said funds to the City.

Section 16.03 Deposits With Trustee Subject to Conditions of Article XVI.

The City covenants and agrees that any money which it shall deposit with the Trustee shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Article, and that whenever it shall have elected to redeem Bonds it will irrevocably bind and obligate itself to give notice of redemption thereof, and will further authorize and empower the Trustee to cause the publication of such notice of redemption in its name and on its behalf.

Section 16.04 No Defeasance of Series of Bonds Paid by Insurer.

In the event that the principal and/or interest due on a Series of Bonds shall be paid by an Insurer pursuant to a Municipal Bond Insurance Policy, such Series of Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the City until the Insurer has been reimbursed in full therefor in accordance with the terms of the Municipal Bond Insurance Policy, and the assignment and pledge of the Gross Revenues of the System and all covenants, agreements and other obligations of the City to the registered Holders shall continue to exist and shall run to the benefit of the Insurer, and the Insurer shall be subrogated to the rights of such registered Holders.

[End of Article XVI]

ARTICLE XVII - MISCELLANEOUS

Section 17.01 Miscellaneous Rights of an Insurer.

(A) Notwithstanding any provision of this Bond Ordinance to the contrary, each Insurer shall be deemed the exclusive Holder of all Bonds insured by that Insurer, for the purposes of all approvals, consents, waivers, institution of any action, and the direction of all remedies. No rights granted to an Insurer by this Bond Ordinance shall be effective at any time that such Insurer is in breach of its obligations under the Municipal Bond Insurance Policy or is subject to bankruptcy or receivership proceedings. Additionally, this paragraph (A) shall be effective only in the event the Insurer's Municipal Bond Insurance Policy results in the applicable Series of Bonds being rated in at least the three (3) highest rating categories of either Standard & Poor's or Moody's Investors Service, Inc.

(B) Any provision of this Bond Ordinance expressly recognizing or granting rights in or to an Insurer may not be amended in any manner which affects the rights of such Insurer hereunder without the prior written consent of each such Insurer.

(C) To the extent that an Insurer makes payment of the principal of or interest on any Bonds, it shall become the owner and Holder of such Bonds, appurtenant coupons or right to payment of such principal of or interest on such Bonds and shall be fully subrogated to all of the registered Holders' rights thereunder, including the registered Holders' rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims for past due interest, the Trustee shall note Insurer's rights as subrogee on the registration books of the City maintained by the Trustee or Registrar upon receipt of proof from the Insurer as to payment of interest thereon to the registered Holders of the Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Trustee shall note the Insurer's rights as subrogee on the registration books of the City maintained by the Trustee or Registrar upon surrender of the Bonds by the registered Holders thereof to the Insurer or its agent.

(D) In the event that the principal of and/or interest on any Bonds shall be paid by the Insurer pursuant to the terms of its Municipal Bond Insurance Policy, (i) such Bonds shall continue to be "Outstanding" under this Bond Ordinance and (ii) the assignment and pledge of the Gross Revenues and all covenants, agreements and other obligations of the City to the registered Holders shall continue to exist, and the Insurer shall be fully subrogated to all of the rights of such registered Holders in accordance with the terms and conditions of subparagraph (C) above and the Insurer's Municipal Bond Insurance Policy.

(E) The terms and provisions of this Bond Ordinance or of any applicable Series Ordinance may not be terminated as long as there are any moneys owed to an Insurer under such terms and provisions of this Bond Ordinance or the applicable Series Ordinance or any agreement between such Insurer and the City.

Section 17.02 Purpose of Covenants in Bond Ordinance.

Every covenant, undertaking and agreement made on behalf of the City, as set forth in this Bond Ordinance is made, undertaken and agreed to, for the proper securing of the payment of the principal of and interest on the Bonds. Each shall be deemed to partake of the obligation of the contract between the City and the Bondholders and shall be enforceable accordingly. In this connection, any provider of a surety bond, line of credit, insurance policy or letter of credit as contemplated under Section 7.04(D) hereof may enforce the terms, conditions and obligations under this Bond Ordinance as a third party beneficiary hereunder. Nothing in this Bond Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, an Insurer, the Trustee, and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Bond Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Bond Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, an Insurer, the Trustee, and the registered owners of the Bonds.

Section 17.03 Severability.

If any Section, paragraph, clause or provision of this Bond Ordinance shall be held invalid, the invalidity of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Bond Ordinance.

Section 17.04 Remedies Granted by Ordinance Not Being Available to Holders of Other Bonds.

If it shall be held by any court of competent jurisdiction that any right or remedy granted by the Bond Ordinance or any Series Ordinance to the Holders of any Bond is not available to the Holders of all other Bonds, then such rights and remedies are herewith conferred upon the Holders of such other Bonds.

Section 17.05 Authorization to Sign.

For purposes of all consents and other necessary documentation associated with the issuance of Bonds, the Authorized Officers and the Clerk shall be authorized to sign on behalf of the City and the City Council.

Section 17.06 Repealing Clause.

All resolutions, or parts thereof, inconsistent herewith shall be and the same are hereby repealed to the extent of such inconsistencies.

Section 17.07 Governing Law.

The provisions of this Bond Ordinance shall be governed by the laws of the State, without regard to conflict of law principles.

Section 17.08 Date Effective.

Subject to the receipt of the Consent, if required, the provisions of this Bond Ordinance shall become effective as of the enactment date hereof.

DONE, RATIFIED AND ENACTED on this 1st day of November, 2016.

CITY OF WALTERBORO, SOUTH CAROLINA

(SEAL)

Mayor

Attest:

City Clerk

First Reading: September 6, 2016
Public Hearing: November 1 2016
Second Reading: November 1, 2016

EXHIBIT A

**CONSENT OF SOUTH CAROLINA WATER QUALITY
REVOLVING FUND AUTHORITY**

The undersigned hereby certifies that she is authorized to execute and deliver this Consent on behalf of the South Carolina Water Quality Revolving Fund Authority (the "**Authority**") as holder of the now outstanding installments of the originally issued \$3,040,971 Waterworks and Sewer System Improvement Revenue Bond, Series 2009, dated August 14, 2009 (the "**2009 Bond**").

The Authority hereby consents to the execution and delivery of "AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF WATERWORKS AND SEWER SYSTEM REVENUE BONDS OF THE CITY OF WALTERBORO, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO dated November 1, 2016 (the "**Bond Ordinance**").

The major amendments initiated by the enactment of the Bond Ordinance generally include the following: (1) amendments and clarifications to certain definitions; (2) revisions to the additional bonds test covenant (removing the forecasting requirement and authorizing the City to make certifications for bonds less than \$2.5mm); (3) increasing the threshold for the refunding bonds test to 110% from 100%; (4) changing the notice provisions for redemption to provide for a contingent call; (5) specific authorization for lease-purchase financing; (6) allowing the State Treasurer to serve as a fiduciary for the holding of certain Debt Service Reserve Funds; (7) allowing for the creation of a rate-stabilization fund; (8) increasing the date by which the annual audit is due from 120 days to 180 days; (9) modifying the approval threshold for certain changes to the bond ordinance from 66.66% to 51%; (10) increasing the acceleration threshold from 25% to 51% upon a default; and (11) adding certain covenants for the protection of the Trustee.

By granting this Consent, the Authority expressly authorizes the 2009 Bond to be governed by the terms of the Bond Ordinance. Further, the Authority expresses no opinion as to whether the consent of any other person is required for such amendment.

SOUTH CAROLINA WATER QUALITY
REVOLVING FUND AUTHORITY

By: _____
Bonnie Ammons, Director
Office of Local Government
Rural Infrastructure Authority

Dated: November 1, 2016

EXHIBIT B

CONSENT OF BRANCH BANKING AND TRUST COMPANY

The undersigned hereby certifies that he is authorized to execute and deliver this Consent on behalf of Branch Banking and Trust Company (the "**Bank**") as holder of the now outstanding installments of the originally issued \$1,940,000 Waterworks and Sewer System Refunding Revenue Bond, Series 2011B, dated August 30, 2011 (the "**2011B Bond**").

The Bank hereby consents to the execution and delivery of "AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF WATERWORKS AND SEWER SYSTEM REVENUE BONDS OF THE CITY OF WALTERBORO, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO dated November 1, 2016 (the "**Bond Ordinance**").

By granting this Consent, the Bank expressly authorizes the 2011B Bond to be governed by the terms of the Bond Ordinance. Further, the Bank expresses no opinion as to whether the consent of any other person is required for such amendment.

BRANCH BANKING AND TRUST COMPANY

By: _____
Andrew G. Smith
Senior Vice President

Dated: November 1, 2016

ORDINANCE # 2016-10

A SERIES ORDINANCE

APPROVING THE FINANCING OF A WASTEWATER TREATMENT PLANT UPGRADE THROUGH THE BORROWING OF NOT EXCEEDING ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000), PLUS CAPITALIZED INTEREST, IF ANY, FROM THE STATE WATER POLLUTION CONTROL REVOLVING FUND, BY AGREEMENT WITH THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, PURSUANT TO TITLE 48, CHAPTER 5, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; PROVIDING FOR THE AGREEMENT TO MAKE AND TO ACCEPT A LOAN, THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BETWEEN THE CITY OF WALTERBORO, SOUTH CAROLINA AND THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, THE EXECUTION AND DELIVERY OF A PROMISSORY NOTE FROM THE CITY OF WALTERBORO, SOUTH CAROLINA TO THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY; AND OTHER MATTERS RELATING THERETO.

CITY OF WALTERBORO, SOUTH CAROLINA

Enacted: November 1, 2016

TABLE OF CONTENTS

ARTICLE I - FINDINGS OF FACT 1

Section 1.1. Findings of Fact 1

**ARTICLE II – AUTHORIZATION OF THE LOAN AND ESTABLISHMENT OF FUNDS;
AMENDMENTS TO 2009 SERIES ORDINANCE 5**

Section 2.1. Authorization of Loan. 5

Section 2.2. Repayment of Loan by City..... 5

Section 2.3. Establishment of Funds. 5

Section 2.4 2009 Debt Service Reserve Fund; Amendments to the 2009 Series Ordinance 5

Section 2.5 Agreements..... 6

**ARTICLE III- LOAN AGREEMENT AND NOTE; FUNDING THE 2016 DEBT SERVICE
RESERVE FUND 7**

Section 3.1. Authorization of Loan Agreement and the Note. 7

Section 3.2. Provision for Funding of the 2016 Debt Service Reserve Fund..... 7

ARTICLE IV- MISCELLANEOUS 8

Section 4.1. Other Instruments and Actions..... 8

Section 4.2. Ordinance a Contract..... 8

Section 4.3. Effective Date..... 8

Section 4.4. Continuing Disclosure..... 8

EXHIBIT A – FORM OF LOAN AGREEMENT A-1

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WALTERBORO, IN A MEETING DULY ASSEMBLED, AS FOLLOWS:

ARTICLE I - FINDINGS OF FACT

Section 1.1. Findings of Fact. Incident to the adoption of this series ordinance (this “**2016 Series Ordinance**”), the City Council of the City of Walterboro (the “**City Council**”), the governing body of the City of Walterboro, South Carolina (the “**City**”), has made the following findings:

(a) The City is a municipality incorporated under the laws of the State of South Carolina (the “**State**”) and empowered by the provisions of Title 48, Chapter 5, Code of Laws of South Carolina, 1976, as amended (the “**Act**”) to: (i) undertake a sewer project as defined and approved pursuant to the Federal Water Pollution Control Act, Chapter 26, Title 33, United States Code, as modified or amended; (ii) make application for and to receive assistance from the South Carolina Water Quality Revolving Fund Authority (the “**State Authority**”); (iii) comply with regulations relating to the receipt and disposition of money of the State Water Pollution Control Revolving Fund (the “**Fund**”) created by the Act; (iv) apply for and receive state grants; (v) enter into loan agreements; and (vi) comply with all terms and conditions of any loan agreement.

(b) Title 6, Chapter 21 of the Code of Laws of South Carolina, 1976, as amended, permits the incurrence of debt for the purpose of financing facilities for the furnishing of water, wastewater, and electric services and permits the securing of such indebtedness with a pledge of revenues and a statutory lien upon the system from which such revenues are derived.

(c) The City Council has determined that, in order for the City to adequately serve its customers, it is necessary to undertake certain improvements to its sewer system. The project consists of upgrades and improvements to the City’s wastewater treatment plant (the “**Project**”). The Project will be a part of and will constitute a portion of the City’s waterworks and sewer system of the City (the “**System**”).

(d) On June 7, 2016, the City Council adopted a resolution authorizing an application to the State Authority for a loan from the Fund (the “**Loan**”).

(e) On July 12, 2016, the State Authority, upon review of the City’s loan application, conditionally approved the Loan.

(f) The Loan is to be made and secured pursuant to a loan agreement between the City and the State Authority (the “**Loan Agreement**”), the form of which is attached hereto as **Exhibit A** and a promissory note executed and delivered by the City, registered in the name of the State Authority (the “**Note**”), the form of which is attached as Appendix E to the Loan Agreement. Pursuant to the Loan Agreement, the City will agree to use the proceeds of the Loan only to pay the actual eligible costs of the Project, and, if deemed prudent by the City, capitalized interest on the Note pursuant to the terms of the Loan Agreement; the City will also agree to pay to the State Authority such amounts as shall be required to provide for the payment of all amounts due with

respect to the repayment of the Loan. To secure its obligations, the City will grant to the State Authority a pledge of, and a lien upon the Gross Revenues of the System (as defined in the Bond Ordinance, which term is defined below). Additionally, the City has provided a statutory lien upon the System. Upon any failure of the City to make any payments to the State Authority pursuant to the Loan Agreement or the Note, the State Authority shall require the State Treasurer to pay to the State Authority, subject to provisions of the Act, such amount from the State appropriations to which the City may be or become entitled as may be necessary to provide for the payment of all amounts due with respect to the Note.

(g) The City Council is adopting this 2016 Series Ordinance in order to:

(i) authorize the execution and delivery of, on behalf of the City, the Loan Agreement and the Note;

(ii) evidence the approval of the Project and the Loan by the City Council; and

(iii) authorize the execution and delivery by, and on behalf of, the City of such other agreements and certificates and the taking of such other action by the City and its officers as shall be necessary or desirable in connection with the financing of the Project in order to carry out the intent of this 2016 Series Ordinance.

(h) The City is authorized, pursuant to an ordinance enacted by the City Council on November 1, 2016, entitled, "AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF WATERWORKS AND SEWER SYSTEM REVENUE BONDS OF THE CITY OF WALTERBORO, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO" (the "**Bond Ordinance**"), to enact this 2016 Series Ordinance as a Series Ordinance thereunder and to issue the Note as a Series of Bonds thereunder; and the issuance of such Note is necessary for financing the Project. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Bond Ordinance.

(i) The Note will not be junior to any other revenue-secured debt of City and will be issued on parity with the following indebtedness: (A) the now outstanding installments of the originally issued \$3,040,971 Waterworks and Sewer System Improvement Revenue Bond, Series 2009, dated August 14, 2009 (the "**Series 2009 Bond**"); and (B) the now outstanding installments of the originally issued \$1,940,000 Waterworks and Sewer System Refunding Revenue Bond, Series 2011B, dated August 30, 2011 (together, the "**Outstanding Bonds**").

(j) The City previously issued its \$1,281,800 original principal amount Tax Increment Revenue Refunding Bond, Series 2011 dated August 30, 2011 (the "**2011 TIF Bond**"). The revenues of the System are also pledged to provide for the payment of the principal of and interest on the 2011 TIF Bond; provided, however, such pledge is inferior to the pledges of the revenues of the System that secure the payment of the Outstanding Bonds and any bond issued on parity, *inter sese*, hereafter.

(k) In accordance with Section 4.01(B) of the Bond Ordinance, the City Council hereby determines that the issuance of the Note as a Series of Bonds is necessary to provide funds to be used and expended for the purpose of expanding, adding and improving the System, which purposes are permitted by Sections 4.01(A)(1) of the Bond Ordinance. The City Council further specifies and determines as follows:

- (i) the period of usefulness of the System is not less than twenty-five (25) years;
- (ii) the Date of Issue of the Note shall be the date that the Note is executed and delivered as provided in Section 3.1 of this 2016 Series Ordinance;
- (iii) the principal amount of the Note shall not exceed One Million Five Hundred Thousand Dollars (\$1,500,000), plus capitalized interest, if any, the exact principal amount (exclusive of capitalized interest) to be determined at the final disbursement of the Loan by the State Authority;
- (iv) the dates for payment of interest on the Note, and the dates of maturity and the amounts thereof, shall be as set forth in the Loan Agreement;
- (v) the Note is to be issued for the purpose of providing funds to defray all or a portion of the costs of the Project;
- (vi) the Note shall be designated "Waterworks and Sewer System Improvement Revenue Bond, Series 2016 of the City of Walterboro, South Carolina";
- (vii) the Note shall be sold to the State Authority in accordance with the Act;
- (viii) the Note shall bear interest at the rate set forth in the Loan Agreement;
- (ix) the Note shall be issued as a single term bond, payable by way of equal, amortized payments of principal and interest as set forth in the Loan Agreement;
- (x) the redemption prices and dates applicable to the Note shall be as set forth in the Loan Agreement and the Note;
- (xi) The Bank of New York Mellon Trust Company, N.A. shall serve as Trustee, Paying Agent and Registrar for the Note;
- (xii) the form of the Note shall be as provided in Appendix E to the Loan Agreement, a copy of which is attached hereto as **Exhibit A**;
- (xiii) the Note shall not be issued in book-entry form as permitted by Section 4.20 of the Bond Ordinance;

(xiv) the Reserve Requirement for the Note shall be as set forth in Section 3.2 hereof;

(xv) the proceeds of the Note shall be applied as set forth in the Loan Agreement;

(xvi) the 2016 Debt Service Fund shall be established as a Debt Service Fund under the Bond Ordinance and the 2016 Debt Service Reserve Fund shall be established as a Debt Service Reserve Fund under the Bond Ordinance;

(xvii) because the State Authority will hold the proceeds of the Note until such time as they are requisitioned for costs, no construction fund shall be established; and

(xviii) the City has not been notified of the occurrence of any Event of Default under the Bond Ordinance, nor is it aware of any such occurrence.

(l) The Issuer has previously entered into a Debt Service Fund and Debt Service Reserve Fund Agreement dated August 14, 2009 with The Bank of New York Mellon, N.A. (the "*Trustee*") with respect to the Series 2009 Bond (the "*Prior Fund Agreement*"). By the terms of Series Ordinance 2009-07 dated August 11, 2009 (the "*2009 Series Ordinance*") and the Prior Fund Agreement, the 2009 Debt Service Reserve Fund (as defined in the 2009 Series Ordinance) was established and held by the Trustee. As provided hereinbelow, 2009 Debt Service Reserve Fund and the monies therein shall be transferred to the State Treasurer's Office as the new holder of the 2009 Debt Service Reserve Fund.

[END OF ARTICLE I]

ARTICLE II – AUTHORIZATION OF THE LOAN AND ESTABLISHMENT OF FUNDS; AMENDMENTS TO 2009 SERIES ORDINANCE

Section 2.1. Authorization of Loan. The City Council hereby authorizes the City's acceptance of the Loan from the State Authority in an amount not exceeding \$1,500,000, plus capitalized interest, if any, pursuant to and in accordance with the provisions of the Loan Agreement.

Section 2.2. Repayment of Loan by City. The City Council hereby authorizes the repayment of the Loan by the City to the State Authority from the Gross Revenues of the System (as defined in the Bond Ordinance), or if said revenues are not sufficient, from state appropriations as the City may become entitled to, pursuant to and in accordance with the provisions of the Loan Agreement and the Note.

Section 2.3. Establishment of Funds. There shall be established by the Chief Financial Officer (as defined in the Bond Ordinance) a 2016 Debt Service Fund, to be held by Trustee, and maintained in accordance with the provisions of the Bond Ordinance and the Loan Agreement.

As provided by Section 7.04(B)(2) of the Bond Ordinance, there shall also be established by the Chief Financial Officer a 2016 Debt Service Reserve Fund, to be kept in the custody and control of the State Treasurer's Office and maintained in accordance with the provisions of the Bond Ordinance and the Loan Agreement.

Section 2.4 2009 Debt Service Reserve Fund; Amendments to the 2009 Series Ordinance. By the terms of the 2009 Series Ordinance, there was established by the Chief Financial Officer and maintained by the Trustee the 2009 Debt Service Reserve Fund. As provided by Section 7.04(B)(2) of the Bond Ordinance, a Debt Service Reserve Fund for any Series of Bonds held by the Water Quality Authority may (as previously authorized in Section 2.3 hereinabove) be kept in the custody and control of the State Treasurer's Office. In keeping with the authorization in Section 7.04(B)(2) of the Bond Ordinance, the City Council authorizes the 2009 Debt Service Reserve Fund to be transferred to and maintained by the State Treasurer's Office. As a result of the authorizations herein, Sections 2.3, 3.2 and 3.3 of the 2009 Series Ordinance shall be amended and restated as provided below:

Section 2.3. Establishment of Funds. There shall be established by the Chief Financial Officer (as defined in the Bond Ordinance) a 2009 Debt Service Fund, to be held by Trustee, and maintained in accordance with the provisions of the Bond Ordinance and the Loan Agreement.

As provided by Section 7.04(B)(2) of the Bond Ordinance, there shall also be established by the Chief Financial Officer a 2009 Debt Service Reserve Fund, to be kept in the custody and control of the State Treasurer's Office and maintained in accordance with the provisions of the Bond Ordinance and the Loan Agreement.

Section 3.2. Provision for Funding the 2009 Debt Service Reserve Fund.
The Reserve Requirement is defined in the Loan Agreement. The Chief Financial Officer is hereby authorized to cause the satisfaction of such Reserve Requirement by funding the 2009 Debt Service Reserve Fund with cash or cash equivalents. Once funded with cash, the City, acting through the State Treasurer's Office, will maintain the Reserve Requirement in accordance with the provisions of the Bond Ordinance and the Loan Agreement.

Section 3.3 Trustee's Responsibilities. [Reserved].

Section 2.5 Agreements. Upon the execution and delivery of the Note authorized herein, the City shall be authorized to execute and deliver (a) a Debt Service Fund Agreement with the Trustee, as acknowledged by the Water Quality Authority (the "***Debt Service Fund Agreement***"), the provisions of which shall exclusively govern the 2009 Debt Service Fund (as defined in the 2009 Series Ordinance) and the 2016 Debt Service Fund, and (b) a Debt Service Reserve Fund Agreement with the State Treasurer's Office (the "***Debt Service Reserve Fund Agreement***"), the provisions of which shall govern the 2009 Debt Service Reserve Fund and the 2016 Debt Service Reserve Fund. Upon the execution and delivery of the Debt Service Fund Agreement and the Debt Service Reserve Fund Agreement, respectively, the Prior Fund Agreement shall be deemed terminated and the provisions therein shall no longer be valid or enforceable against the City.

[END OF ARTICLE II]

**ARTICLE III- LOAN AGREEMENT AND NOTE; FUNDING THE 2016 DEBT
SERVICE RESERVE FUND**

Section 3.1. Authorization of Loan Agreement and the Note. The Loan Agreement and the Note, in substantially the forms attached hereto as **Exhibit A**, with such changes as the Mayor of the City (the "***Mayor***") or the Chief Financial Officer shall approve (their execution to be conclusive evidence of such approval), are hereby approved. The execution and delivery of the Loan Agreement and the Note on behalf of the City are hereby authorized and directed. The Loan Agreement and the Note shall be dated as of the Date of Issue, which is expected to be December 1, 2016; however, such Date of Issue may be subject to change in the sole discretion of the Mayor. The Loan Agreement and the Note shall be executed on behalf of the City by the Mayor and attested by the City Clerk of the City (the "***Clerk***").

Section 3.2. Provision for Funding of the 2016 Debt Service Reserve Fund. The Reserve Requirement is defined in the Loan Agreement. The Chief Financial Officer is hereby authorized to cause the satisfaction of such Reserve Requirement by funding the 2016 Debt Service Reserve Fund with cash or cash equivalents. Once funded with cash, the City, acting through the State Treasurer's Office, will maintain the Reserve Requirement in accordance with the provisions of the Bond Ordinance and the Loan Agreement.

[END OF ARTICLE III]

ARTICLE IV- MISCELLANEOUS

Section 4.1. Other Instruments and Actions. In order to implement the Loan pursuant to the Loan Agreement and Note and to give full effect to the intent and meaning of this 2016 Series Ordinance and the agreements and actions herein authorized, the Mayor, the City Manager of the City, the Chief Financial Officer and the Clerk are hereby authorized to execute and deliver such certificates, showings, instruments and agreements and to take such further action as the Mayor shall deem necessary or desirable. Additionally, the Chief Financial Officer is authorized to cause satisfaction of any such fees or expenses as may be required to close the Note.

Section 4.2. Ordinance a Contract. This 2016 Series Ordinance shall constitute a contract between the City and the State Authority, and shall be enforceable as such against the City.

Section 4.3. Effective Date. This 2016 Series Ordinance shall become effective upon enactment by the City Council.

Section 4.4. Continuing Disclosure. The City covenants to file with the State Authority and with a central repository for availability in the secondary bond market when requested:

- (a) an annual independent audit, within thirty days of City's receipt of the audit; and
- (b) event specific information within thirty (30) days of an event adversely affecting more than five percent of City's customer base.
- (c) In the event the City fails to comply with the requirements of this Section 4.4, the only remedy shall be an action of specific performance.

[END OF ARTICLE IV]

DONE, RATIFIED AND ENACTED this 1st day of November, 2016.

**CITY OF WALTERBORO, SOUTH
CAROLINA**

(SEAL)

By: _____
Mayor

Attest:

City Clerk
City of Walterboro, South Carolina

First Reading: September 6, 2016
Public Hearing: November 1, 2016
Second Reading: November 1, 2016

EXHIBIT A

FORM OF LOAN AGREEMENT

LOAN AGREEMENT

between

SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY

and

CITY OF WALTERBORO

Dated

_____, 2016

relating to

Wastewater Treatment Plant Upgrade

South Carolina Water Pollution Control Revolving Fund

Loan Number: X1-181-16-441-08

No. ____ of Two Executed Original Counterparts

TABLE OF CONTENTS

	<u>Page</u>	
<u>ARTICLE I</u>		
<u>LOAN</u>		
Section 1.1	Loan Made and Accepted; Repayment	2
Section 1.2	Purpose Limited to Project	2
Section 1.3	Disbursements	2
Section 1.4	Changes in Payment Initiation Date, the Loan Amount and Repayment Schedule	3
Section 1.5	Deadline for Borrowing and Termination of Promise to Lend	5
Section 1.6	Conditions Precedent to Disbursement of Loan Proceeds	5
<u>ARTICLE II</u>		
<u>REPRESENTATIONS AND WARRANTIES</u>		
Section 2.1	Status of Project Sponsor	6
Section 2.2	Financial Statements	6
Section 2.3	Pending Litigation	6
Section 2.4	No Conflicting Transactions	6
Section 2.5	Ownership of Premises	6
Section 2.6	Other Project Arrangements	7
Section 2.7	No Construction Default	7
Section 2.8	No Default	7
Section 2.9	Effect of Draw Request	7
<u>ARTICLE III</u>		
<u>COVENANTS</u>		
Section 3.1	Contract Award, Construction Inspection and Completion	8
Section 3.2	Disbursements	8
Section 3.3	Release of Responsibility	8
Section 3.4	Other Agreements	8
Section 3.5	Accounting and Auditing	9
Section 3.6	Ratings from Rating Agencies	9
Section 3.7	Insurance	9
Section 3.8	Compliance with Governmental Authority	10
Section 3.9	Adequate Rates	10
Section 3.10	Review of Rates	10
Section 3.11	Disclosure of Events to Authority	11
Section 3.12	Procurement Requirements	11
Section 3.13	Inspection and Information	11

Section 3.14	Consent to Changes	11
Section 3.15	Additional Covenants	11

ARTICLE IV

ESTABLISHMENT OF FUNDS AND
DISPOSITION OF REVENUES

Section 4.1	Establishment of Gross Revenue Fund, Debt Service Fund, Operation and Maintenance Fund, and Depreciation and Contingent Fund	13
Section 4.2	Establishment and Funding of Debt Service Reserve Fund	14
Section 4.3	Disposition of Revenues	15
Section 4.4	Concerning the Debt Service Fund	17
Section 4.5	Concerning the Debt Service Reserve Fund	17

ARTICLE V

EVENTS OF DEFAULT

Section 5.1	Events of Default	19
-------------	-------------------	----

ARTICLE VI

REMEDIES

Section 6.1	Acceleration	20
Section 6.2	Additional Remedies and Enforcement of Remedies	20
Section 6.3	Remedies Not Exclusive	20
Section 6.4	Termination of Proceedings	20

ARTICLE VII

SECURITY

Section 7.1	Pledge of Revenues	21
Section 7.2	Statutory Lien	21
Section 7.3	Additional Security	21

ARTICLE VIII

SPECIAL REVOLVING FUND PROVISIONS

Section 8.1	Compliance	22
Section 8.2	Standard Conditions	22

ARTICLE IX

GENERAL CONDITIONS

Section 9.1	No Waiver	23
Section 9.2	Satisfactory Proceedings	23
Section 9.3	Evidence	23
Section 9.4	No Beneficiaries	23
Section 9.5	Review and Inspection of Work	23
Section 9.6	Notices	23
Section 9.7	No Joint Venture, Etc.	24
Section 9.8	Assignment	24
Section 9.9	Entire Agreement	24
Section 9.10	Continuity	24
Section 9.11	South Carolina Contract	24
Section 9.12	Limitations on Actions by Project Sponsor	24
Section 9.13	Counterparts	24
Section 9.14	Appendices	24
Section 9.15	Special Conditions	24
Section 9.16	Time of Essence	25
Section 9.17	Severability	25
APPENDIX "A"	SCOPE OF WORK	A-1
	PROJECT BUDGET	A-2
	PROJECT SCHEDULE	A-3
APPENDIX "B"	REPAYMENT SCHEDULE	B-1
	LOAN CLOSING FEE	B-2
APPENDIX "C"	PROCUREMENT REQUIREMENTS	C-1
APPENDIX "D"	SPECIAL CONDITIONS	D-1
APPENDIX "E"	FORM OF THE PROMISSORY NOTE	E-1
ATTACHMENT #1	DAVIS-BACON WAGE RATES REQUIRED UNDER FEDERAL CLEAN WATER ACT	

LOAN AGREEMENT

THIS LOAN AGREEMENT is entered into as of the ___ day of _____, 2016, between the SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, a public instrumentality of the State of South Carolina (the "*Authority*") and the CITY OF WALTERBORO, a municipal corporation of the State of South Carolina (the "*Project Sponsor*").

WITNESSETH:

WHEREAS, the Authority is authorized by Title 48, Chapter 5, Code of Laws of South Carolina, 1976, as amended (the "*Act*") to administer the South Carolina Water Pollution Control Revolving Fund (the "*Fund*") for the purpose of assisting Project Sponsors (as defined in the Act) in the construction of, among other things, publicly owned treatment works as defined in the Federal Water Pollution Control Act, Chapter 26, Title 33, United States Code, as amended; and

WHEREAS, the South Carolina Department of Health and Environmental Control (the "*Department*") is authorized by the Act to, among other things, develop a priority system and prepare an annual plan to insure compliance with the Federal Water Pollution Control Act; and

WHEREAS, the Authority is authorized by the Act to enter into Loan Agreements (as defined in the Act) with Project Sponsors in order to finance Projects (as defined in the Act); and

WHEREAS, the Act authorizes Project Sponsors, among other things, to undertake Projects, to receive assistance in the financing of such Projects by way of loans made from the Fund and to enter into loan agreements providing for the repayment of amounts received from the Fund, together with interest thereon; and

WHEREAS, the Project Sponsor proposes to acquire and construct the facilities described in Appendix "A" hereto (the "*Project*"), which Project will be part of the Project Sponsor's waterworks and sewer system (the "*System*"); and

WHEREAS, the Project Sponsor proposes to finance the Project with a loan made from the Fund, such loan to be on a parity with debt previously issued under, an ordinance enacted by the Project Sponsor on December 15, 1998 (the "*Original Bond Ordinance*") which, upon consent of the two current Bond holders, shall be governed by, and this loan issued pursuant to, an amended and restated bond ordinance enacted by the Project Sponsor on November 1, 2016 entitled "AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF WATERWORKS AND SEWER SYSTEM REVENUE BONDS OF THE CITY OF WALTERBORO, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO" (the "*Bond Ordinance*");

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

ARTICLE I

LOAN

SECTION 1.1. Loan Made and Accepted; Repayment. In consideration of the mutual promises of this Agreement, and upon and subject to its terms and conditions, the Authority agrees to make, and the Project Sponsor agrees to accept, the loan herein provided for (the "*Loan*"). The obligation of the Project Sponsor to repay the Loan and interest thereon is evidenced by this Agreement and a promissory note (the "*Note*") registered in the name of the Authority. The amount of the Loan (the "*Loan Amount*"), the interest rate on the Loan and the repayment schedule with respect to the Loan (the "*Repayment Schedule*") shall be as set forth in Appendix "B" hereto, as may be changed or modified pursuant to Section 1.4 hereof; the terms and form of the Note are set out in Appendix "E". The Project Sponsor shall make payments with respect to the Loan at the times and in the amounts set forth in Appendix "B", as modified, on the due date of any such payment.

SECTION 1.2. Purpose Limited to Project. The Project Sponsor shall use the proceeds of the Loan only to pay the actual eligible costs of the Project. The Project is described in Appendix "A" and more specifically as approved in the Project files of the Department. Except to the extent otherwise approved in writing by the Authority, only the costs shown in the Project budget set forth in Appendix "A" shall be allowed and only in the amounts provided for each category. Costs of construction shall be allowed only for work called for in plans and specifications approved by the Department. Proceeds may not be used to pay for labor performed by employees of the Project Sponsor but may be used to pay for materials installed by them.

SECTION 1.3. Disbursements.

1.3.1. The Authority shall make and the Project Sponsor shall accept full or partial disbursements only against incurred, actual eligible costs up to the Loan Amount and by category as provided in this Agreement.

1.3.2. For purposes of making requests for disbursement and representing the Project Sponsor in all administrative matters pertaining to administration of this Agreement, the Project Sponsor shall designate a single officer or employee (the "*Sponsor Representative*") prior to the first disbursement request.

1.3.3. In those cases when the Project Sponsor has paid the incurred Project costs and is seeking reimbursement for payment of such costs theretofore paid by the Project Sponsor, any check for disbursement from the Fund for reimbursement to the Project Sponsor shall be drawn and mailed to the Project Sponsor. In those cases when the Project Sponsor is seeking funds with which to pay incurred Project costs, any check for disbursement from the Fund to pay such costs may, at the option of the Authority, be drawn to the Project Sponsor alone or jointly to the Project Sponsor and contractor engaged by the Project Sponsor for the Project. Such check will be mailed to the Project Sponsor.

1.3.4. Before any disbursement, the Project Sponsor shall execute any documents requested by the Authority reasonably necessary or convenient to the foregoing and shall have satisfied all conditions of Section 1.6 hereof.

1.3.5. Requests for disbursement may be made only after the costs for which the draw is requested have been incurred. The Project Sponsor may not request a disbursement until all construction contracts are signed. The first request for disbursement submitted by the Project Sponsor pursuant to this Agreement shall include an amount for incurred construction costs and all amounts requested by the Project Sponsor for payment or reimbursement of amounts set forth in any of the categories "Planning and Design Engineering", "Land Acquisition", and "Legal and Appraisal Fees" which appear in the Project Budget in Appendix "A" hereto. The Project Sponsor shall not request disbursement against retainage until retainage is paid and shall not request disbursement for change orders unless such change orders have been approved by the Department. Unless the Authority otherwise approves, when the Project budget indicates that the Loan shall bear only a portion of the eligible costs of the Project, or a portion of certain itemized costs, any draw shall not exceed the same proportion of such costs reported for disbursement.

1.3.6. Requests for disbursement shall be made on forms of the Department unless the Authority or Department otherwise directs, and shall be accompanied by such invoices and other proofs as the Authority and Department may reasonably require. The final disbursement shall not be released until the Department issues its approval to place the Project into operation (the "*Permit to Operate*"). No disbursement requests will be accepted more than one hundred eighty (180) days after the date of such Permit to Operate.

1.3.7. The Authority may require that each draw request shall be submitted to the Authority and Department at least twenty-one (21) days before the day disbursement is needed and may limit draw requests to one per month. The Authority will exert its best efforts to mail its check in response to a disbursement request within twenty-one (21) days of receiving such request, but no assurance is given by the Authority that such schedule will be met and the Authority shall incur no liability to any Project Sponsor. Processing on shorter notice or faster schedule shall not amend this provision.

SECTION 1.4. Changes in Payment Initiation Date, the Loan Amount and Repayment Schedule.

1.4.1. The Loan Amount has been determined, in part, upon the basis of the projected cost of the Project as shown in Appendix "A". The Payment Initiation Date shown in Appendix "B" (the "*Payment Initiation Date*") is determined by a combination of factors, including, but not limited to the expected Project schedule shown in Appendix "A". Appendix "B" shows the Repayment Schedule anticipated by the parties on this basis and provides for repayment of the Loan, including interest thereon, in eighty (80) equal, or approximately equal, quarterly payments beginning on the first day of the third month after the month of the Payment Initiation Date. The Loan Amount, the Payment Initiation Date and the Repayment Schedule may be changed but only as provided in the following Section 1.4.2. The Interest Rate is fixed for the term of the Loan and may not be changed from the rate originally established in Appendix "B" hereof.

1.4.2. (a) At the written request of the Project Sponsor, submitted to the Authority no later than sixty (60) days prior to the original Payment Initiation Date in Appendix "B", the Payment Initiation Date may be extended once by the Authority to any date not later than the earlier to occur of (i) six (6) months from the original Payment Initiation Date in Appendix "B", or (ii) thirty (30) months from the first day of the month following the date of this Agreement, or (iii) the first day of the month following the date of the Permit to Operate issued by the Department for the operation of the Project.

(b) In the event the Permit to Operate the Project is issued by the Department more than one (1) month prior to the Payment Initiation Date stated in Appendix "B", the Authority shall require that either the Payment Initiation Date be accelerated to the first day of the month following the date of the Permit to Operate, or the term of the Loan be shortened by a minimum of three (3) months.

(c) The Project Sponsor may request that the Loan Amount be increased by including in principal on the Payment Initiation Date the interest which has accrued on amounts theretofore advanced from the Fund. Any such request shall be submitted in writing to the Authority by the Project Sponsor not less than thirty (30) days prior to the Payment Initiation Date.

(d) The Authority or the Project Sponsor may initiate a reduction to the Loan Amount at any time there is a determination that a lesser amount is required for completion of the Project.

(e) The initial Repayment Schedule with respect to the Loan set forth in Appendix "B" shall be modified to reflect (i) changes in the Loan Amount, (ii) extension or acceleration of the Payment Initiation Date, and (iii) any other modification thereto agreed to by the Authority and the Project Sponsor.

(f) Modification of the Repayment Schedule resulting from a change in the Loan Amount subsequent to the Payment Initiation Date shall be made such that:

(i) at the time of final disbursement pursuant to Section 1.3 the Authority shall determine the final Loan Amount;

(ii) a revised Repayment Schedule shall be calculated by the Authority based on the final Loan Amount, the interest rate set forth in Appendix "B" and payment in eighty (80) equal, or substantially equal, quarterly installments beginning on the first day of the third month after the month of the Payment Initiation Date; and

(iii) any difference between the amount theretofore paid by the Project Sponsor prior to the revision of the Repayment Schedule and the amount which would have been paid had the revised schedule been in effect from and after the Payment Initiation Date shall be credited against the next payment, or payments, due under the revised Repayment Schedule.

(g) For purposes of the Repayment Schedule, any amounts disbursed subsequent to the Payment Initiation Date shall be considered to have been advanced on the Payment Initiation Date.

1.4.3. Any change in the Loan Amount, extension or acceleration of the Payment Initiation Date or modification of the Repayment Schedule shall be documented administratively by notice under this Agreement and shall be reflected in the substitution of a revised Appendix "B" hereto reflecting any such change or modification. In connection with any such change or modification, the Authority may, but need not, impose new terms and conditions, including cancellation of the Note and execution of a new Note.

SECTION 1.5. Deadline for Borrowing and Termination of Promise to Lend. The Authority, in its sole discretion, may terminate its promise to lend all of, or any unadvanced portion of, the Loan Amount which has not been advanced if:

1.5.1. The Project Sponsor has not entered into all construction contracts applicable to the Project within six (6) months of the date of this Agreement; or

1.5.2. The Project Sponsor does not request disbursement of the unborrowed balance of the Loan Amount on or before the one hundred eightieth (180th) day following the date of the Permit to Operate issued by the Department for the Project; or

1.5.3. An Event of Default (as defined in Section 5.1 hereof) occurs (in which event the remedies for default likewise shall be available); or

1.5.4. A circumstance arises or becomes known which, in the Authority's sole discretion and opinion, (a) substantially impairs the ability of the Project Sponsor to complete the Project, to operate the Project or to repay the Loan, or (b) substantially impairs the merit of the Project.

SECTION 1.6. Conditions Precedent to Disbursement of Loan Proceeds. In addition to any other conditions herein provided, the Authority's obligation hereunder to make disbursements from the Fund for advances on the Loan shall be subject to satisfaction of the following conditions:

1.6.1. The Project Sponsor's representations and warranties shall remain true and correct;

1.6.2. No Event of Default shall have occurred under this Agreement or the Note;

1.6.3. The Project Sponsor has complied with the requirements of Sections 1.3, 1.4 and 1.5; and

1.6.4. There shall be on deposit in any debt service reserve fund required by this Agreement the amount required at such time to be on deposit therein.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

The Project Sponsor represents and warrants to the Authority as follows:

SECTION 2.1. Status of Project Sponsor. The Project Sponsor is a municipal corporation of the State of South Carolina (the "State"), authorized to acquire and construct the Project and to operate the Project and provide wastewater treatment services.

SECTION 2.2. Financial Statements. The financial statements of the Project Sponsor delivered to the Authority are true and correct in all respects, have been prepared in accordance with generally accepted accounting principles for units of government, consistently applied, and fairly present the respective financial condition of the subjects thereof as of the respective dates thereof. No material adverse change has occurred in the financial conditions reflected in the statements since their date and no additional borrowing has been made by the Project Sponsor since then other than borrowing specifically disclosed and approved by the Authority. All other information submitted by the Project Sponsor in support of its application for this Loan is true and correct as of the date of this Agreement, and no material adverse change with respect to the Project Sponsor has occurred.

SECTION 2.3. Pending Litigation. There are no actions, suits or proceedings, at law or in equity, in court or before any governmental or administrative agency, either pending or to the knowledge of the Project Sponsor reasonably to be considered threatened, which may impair the validity or enforceability of the Note or this Agreement or the Project Sponsor's ability to repay the Loan or to construct and operate the Project for revenue.

SECTION 2.4. No Conflicting Transactions. Consummation of the transactions hereby contemplated and performance of this Agreement will not result in any breach of, or constitute a default under, any deed to secure debt, mortgage, deed of trust, indenture, security agreement, lease, bank loan or credit agreement, municipal charter, ordinances, contracts or other instruments to which the Project Sponsor is a party or by which it may be bound or affected.

SECTION 2.5. Ownership of Premises. The Project Sponsor owns in fee simple the real property which presently constitutes or which will constitute the main operating facilities of the Project and of the System as a whole, and further owns in fee simple or by sufficient easement the real property upon, across or under which the Project Sponsor has or will have its collection or trunk lines, manholes, pump stations and the like, including those to be a part of the Project and otherwise. Property of which the Project Sponsor has taken possession pursuant to Section 28-2-90 of the South Carolina Eminent Domain Procedure Act (Title 28, Chapter 2, Code of Laws of South Carolina, 1976, as amended), and in connection with which no action pursuant to Section 28-2-470 of such statute has been instituted within thirty (30) days of the

condemnation notice with respect to such property, shall be deemed owned in fee simple by the Project Sponsor pursuant to this Section 2.5. The Project Sponsor has good record title to the real property described above (or has possession pursuant to the Eminent Domain Procedure Act, as described above) with only such exceptions of record as do not limit the fee simple ownership and do not and will not interfere with the full use and enjoyment of the premises by the Project Sponsor. With respect to the personal property and fixtures of the Project Sponsor necessary or convenient to the System and its operation, there are no liens or other claims of record against such property or other evidence of adverse ownership, and the Project Sponsor owns such personal property and fixtures in fee simple without conflicting claim of ownership.

SECTION 2.6. Other Project Arrangements. The Project Sponsor has secured the utilities, access, governmental approvals and other arrangements reasonably to be considered necessary for the undertaking of the Project.

SECTION 2.7. No Construction Default. Neither the Project Sponsor nor its contractor, architect or engineer for the Project or any related project is in default of any agreement respecting the Project or a related project.

SECTION 2.8. No Default. There is no default on the part of the Project Sponsor under this Agreement or the Note, and no event has occurred and is continuing, which, with notice or the passage of time would constitute a default under any part of this Agreement or the Note.

SECTION 2.9. Effect of Draw Request. Each request for and acceptance of disbursement by the Project Sponsor shall be affirmation that the representations and warranties of this Agreement remain true and correct as of the date of the request and acceptance, that no breach of other provisions hereof has occurred, and that no adverse developments affecting the financial condition of the Project Sponsor or its ability to complete the Project or to repay the Loan plus interest thereon have occurred since the date of this Agreement unless specifically disclosed in writing by the Project Sponsor in the request for disbursement. Unless the Authority is notified to the contrary, such affirmations shall continue thereafter.

ARTICLE III

COVENANTS

SECTION 3.1. Contract Award, Construction Inspection and Completion.

3.1.1 The Project Sponsor should not execute construction contracts or issue the notice to proceed with respect to the Project prior to receiving written approval from the Department to award construction contracts.

3.1.2 The Project Sponsor shall provide and maintain competent and adequate engineering supervision and continuous inspection of the Project to insure that the construction conforms with the plans and specifications approved by the Department. A monthly inspection report shall accompany each disbursement request.

3.1.3 The Project Sponsor shall cause the Scope of Work identified in Appendix "A" to be completed pursuant to the Project Schedule also defined in Appendix "A" hereto. The Project Sponsor shall require all contractors to satisfactorily complete all work within the time stated in the executed construction contract. Extension of any contract completion date requires the Department's approval. Any costs incurred as a result of a time extension which has not received approval by the Department shall not be eligible for Loan participation.

3.1.4 The Project Sponsor shall pay all costs to complete the Project not covered by the Loan and commits itself to complete the construction of the operable treatment works and to complete the treatment system of which this Project is a part.

SECTION 3.2. Disbursements. The Project Sponsor shall receive and promptly disburse the funds to be provided hereunder as trust funds for the purpose of paying the eligible costs of the Project and for no other purpose.

SECTION 3.3. Release of Responsibility. The Project Sponsor shall undertake the Project on its own responsibility and shall, to the extent permitted by law, release and hold harmless the Authority, the Department, the State and their officers, members and employees from any claim arising in connection with the design, construction or operation of the Project or any other aspect of the System including any matter due solely to their negligence.

SECTION 3.4. Other Agreements. The Project Sponsor shall comply with all terms and conditions of any construction contracts, architectural or engineering agreements, trust indentures, security deeds, promissory notes, loan agreements, or the like affecting the Project, the premises of the System and its operation. The Project Sponsor shall require its construction contractor to furnish both a performance bond and payment bond in the full amount of the construction contract. The requirement of such bonds shall be for the convenience of the Authority only and shall not be an undertaking by the Authority to the Project Sponsor or any third party.

SECTION 3.5. Accounting and Auditing.

3.5.1. Accounting. The Project Sponsor shall account for the Project and System in accordance with generally accepted accounting principles (GAAP), including financial, statistical, property, and supporting documentation. All accounting records shall be kept using GAAP accounting, and applying all relevant Government Accounting Standards Board (GASB) pronouncements, including GASB Statement No. 34 relating to the reporting of infrastructure assets.

3.5.2. Audit. Within six (6) months of the end of each fiscal year of the Project Sponsor, the Project Sponsor shall tender to the Authority an annual financial audit by a certified public accountant. The conduct of the audit and the audit shall be in accordance with Generally Accepted Auditing Standards as defined in Government Auditing Standards, Comptroller General of the United States, July 27, 2007, and revisions, updates or successors thereto.

SECTION 3.6. Ratings from Rating Agencies. If the Reserve Requirement, as defined in Section 4.2.1 herein, is initially, or at any time during the term of the Loan, set at a level that is less than the maximum amount due on the Note during any full calendar year, the Project Sponsor shall submit to the Authority a copy of its latest long-term, unenhanced underlying rating, affirmation thereof, and any new or updated credit report on the System and/or any Parity Debt, as defined in Section 4.3.1 herein, from Standard & Poor's Rating Service, or its respective successors and assigns, ("*S&P*") or Moody's Investors Service, Inc., or its respective successors and assigns, ("*Moody's*"), and from each, if both S&P and Moody's issued ratings. Additionally, the Project Sponsor shall immediately notify, and submit to, the Authority any commentaries, updated outlooks/reports, CreditWatch placements, ratings changes or downgrades, or other actions from S&P and/or Moody's with respect to the System and/or any Parity Debt.

SECTION 3.7. Insurance. The Project Sponsor covenants and agrees that so long as any amount remains unpaid on the Note:

(A) It will insure and at all times keep the Project insured against physical loss or damage with a responsible insurance company or companies, authorized and qualified under the laws of the State, to assume the risks insured against, in an amount equal to the replacement cost of the Project;

(B) It will secure adequate fidelity bonds (blanket or individual) of a surety company doing business in the State, indemnifying the Project Sponsor against defalcation of all persons handling money derived from the System or signing checks on any bank accounts relating to the System;

(C) All insurance policies shall be open to the inspection of the Authority at any reasonable time;
and

(D) All money received by the Project Sponsor as a consequence of any defalcation, covered by any fidelity bond, shall be used to restore the fund depleted by the defalcation. All sums received by the Project Sponsor from insurance policies covering the Project may, to the extent necessary, be applied to the

repair and replacement of the damaged or destroyed property, but, in the event that such money is not used for such purposes, then the same shall be deposited in the Depreciation and Contingent Fund.

SECTION 3.8. Compliance with Governmental Authority. The Project Sponsor shall comply with all environmental laws, rules and other provisions of legal force and effect and all such other provisions which govern the construction or operation of the Project or the System.

SECTION 3.9. Adequate Rates. The Project Sponsor shall at all times establish and maintain in effect rates and charges for the services provided by, or made available by, the Project and the System as shall be sufficient to meet the requirements of this Agreement, and the Project Sponsor specifically covenants and agrees to maintain rates and charges for all services furnished by the System which shall at all times be sufficient:

3.9.1. To provide for the punctual payment of the principal of and interest on the Note and any other indebtedness of the Project Sponsor payable from revenues of the System that may from time to time hereafter be outstanding;

3.9.2. To maintain any Debt Service Reserve Fund required by this Agreement in accordance with the provisions hereof;

3.9.3. To provide for the payment of the expenses of administration and operation and such expenses for maintenance of the System as may be necessary to preserve the same in good repair and working order;

3.9.4. To build and maintain a reserve for depreciation of the System, for contingencies and for improvements, betterments and extensions to the System other than those necessary to maintain the same in good repair and working order; and

3.9.5. To discharge all other obligations imposed by the Act and by this Agreement.

The Project Sponsor further covenants and agrees that it shall at all times establish and maintain in effect rates and charges for the services provided by, or made available by, the Project and the System which, together with other income, are reasonably expected to yield annual Net Earnings, as defined in the Bond Ordinance, in any fiscal year equal to the greater of (i) one hundred ten percent (110%) of the annual principal and interest on all debt paid from or secured by revenues of the System; or (ii) such other percentage of the annual principal and interest on all debt paid from or secured by revenues of the System as the Project Sponsor shall have covenanted that its Net Earnings would meet with respect to other outstanding indebtedness of the System.

SECTION 3.10. Review of Rates. The Project Sponsor covenants that, so long as any amount remains unpaid on the Note, it will review the adequacy of its rates and charges to comply with the requirements of this Agreement promptly upon any material changes in circumstances, but not less

frequently than once in each fiscal year of the Project Sponsor. The Project Sponsor shall submit any adjustments to its rates and charges to the Authority immediately upon adoption.

SECTION 3.11. Disclosure of Events to Authority. The Project Sponsor covenants that, so long as any amount remains unpaid on the Note, it will submit to the Authority event specific information within thirty (30) days of an event adversely affecting more than five (5) percent of revenues of the System and any other information which is otherwise required to be released to a municipal bond information repository service.

SECTION 3.12. Procurement Requirements. The Project Sponsor shall comply with all procurement requirements of law and, to the extent compliance therewith does not contravene any provision of law applicable to the Project Sponsor, shall comply with the procurement requirements set forth in Appendix "C" hereto.

SECTION 3.13. Inspection and Information. On reasonable notice, the Authority or the Department shall have for its own convenience and benefit, and without obligation to the Project Sponsor or any third party, the right to audit the books and records of the Project Sponsor as they may pertain to or affect the System and this Agreement and to enter upon the premises to inspect the Project. The Project Sponsor shall cause its architects, engineers, contractors, and auditors to cooperate during such inspections including making available any documents, records, reports or other materials pertinent to the Project and the inspection. The Project Sponsor shall comply with all reasonable requests by the Authority or the Department for information pertaining to the Project Sponsor's compliance with this Agreement.

SECTION 3.14. Consent to Changes. Without consent of the Authority and Department, the Project Sponsor shall make no modifications or changes to the Project, or allow to continue any defect, which would damage or reduce the value of the Project or the System. The Project Sponsor shall not divide the Project into component projects in order or in effect, so as to defeat the provisions of this Agreement. The Project Sponsor covenants that it shall remain the owner of the Project and agrees that it will not convey, transfer, mortgage or otherwise encumber the Project, the System or the revenues derived therefrom during the term of this Agreement without the express prior written approval of the Authority.

SECTION 3.15. Additional Covenants. The Project Sponsor further covenants and agrees that:

3.15.1. Neither the System, nor any part thereof, nor any of the revenues derived from the System, have been or will be hypothecated, mortgaged, otherwise pledged or encumbered, save and except as herein disclosed and provided for;

3.15.2. It will permit no free service to be rendered, or use to be made of the services and facilities of the System and for the services and facilities of the System used by the Project Sponsor, the reasonable cost and value of such services and facilities shall be paid as such services accrue. The revenue

so received from the Project Sponsor shall be deemed revenue derived from the operation of the System, and shall be accounted for in the same manner as other revenues of the System;

3.15.3. It will permit no customer to be connected to the System, or to receive any service afforded by the System, unless such customer shall become obligated to pay for the service rendered at the appropriate rate according to the rate schedule then in force;

3.15.4. It will maintain in effect rules and regulations requiring connection to the System by all persons within the jurisdiction of the Project Sponsor to whom the services of the System shall be available and shall impose availability fees and charges with respect to customers and properties within its corporate limits to which or whom service is available but which or who have not connected into the System; and

3.15.5. So long as any amount due with respect to the Note is unpaid, it will perform all duties with reference to the System required by the Constitution and statutes of the State; and the Project Sponsor hereby irrevocably covenants, binds and obligates itself not to pledge, mortgage or otherwise encumber the System or any part thereof, or any revenues therefrom, except in the manner herein authorized, and it will not sell, lease or dispose of any portion of the System, necessary or useful, and the Project Sponsor further obligates itself and covenants and agrees with the Authority to maintain in good condition and to operate said System, and to collect and charge such rates for the services and facilities of the System so that the income and revenues of the System will be sufficient at all times to meet the requirements of this Agreement.

ARTICLE IV
ESTABLISHMENT OF FUNDS AND
DISPOSITION OF REVENUES

SECTION 4.1. Establishment of Gross Revenue Fund, Debt Service Fund, Operation and Maintenance Fund, and Depreciation and Contingent Fund. Beginning on the first day of the month following the delivery of the Note, except with respect to the Debt Service Fund, and continuing until all amounts due with respect to the Note have been paid in full, the following funds shall be established and maintained:

4.1.1. The Project Sponsor shall establish a Gross Revenue Fund, into which shall be placed all receipts, income and revenue that the Project Sponsor shall derive, directly or indirectly, from the ownership of the System. Moneys in the Gross Revenue Fund may be withdrawn on order of the Project Sponsor, but shall be made use of only in the manner and in the order of priority specified in Section 4.3 hereof.

4.1.2. Beginning in the month of the Payment Initiation Date, the Project Sponsor shall provide for the establishment of a Series 2016 Debt Service Fund (the "*Debt Service Fund*") as a means of providing for the payment of the principal and interest on the Note as the same shall fall due. Moneys in the Debt Service Fund shall be used solely to pay the principal of and interest on the Note, and for no other purpose. The Debt Service Fund shall be kept in the complete custody and control of the Trustee, as defined in Section 4.4 herein and as established under the Bond Ordinance. Withdrawals from the Debt Service Fund shall be made only by the Trustee who shall transmit to the Authority the sums required to pay principal and interest on the Note.

4.1.3. The Project Sponsor shall establish an Operation and Maintenance Fund in order to provide for the payment of all expenses incurred in connection with the administration and operation of the System, and such expenses as may be reasonably necessary to preserve the System in good repair and working order.

4.1.4. The Project Sponsor shall establish a Depreciation and Contingent Fund in order to provide a reasonable reserve for depreciation of the System, for contingencies and for improvements, betterments and extensions of the System. Money in this fund shall be used solely for the purpose of restoring depreciated or obsolete items of the System; for improvements, betterments and extensions to the System, other than for those things which are reasonably necessary to maintain the System in good repair and working order; to defray the cost of unforeseen contingencies and extraordinary repairs to the System; to prevent defaults in the Note, Parity Debt (as defined in Section 4.3.1) and Junior Lien Bonds (as defined in the Bond Ordinance); and for optional redemption of the Note, Parity Debt, or Junior Lien Bonds.

4.1.5. In the event the Project Sponsor shall have established funds analogous to, or serving the purpose of, the funds required to be established by this Article IV, such funds may be continued and employed for the purposes of this Agreement, and the Project Sponsor shall not be required to establish duplicate funds.

SECTION 4.2. Establishment and Funding of Debt Service Reserve Fund.

4.2.1. Prior to delivery of this Agreement to the Authority, the Project Sponsor shall establish, and there shall be maintained until payment in full of the Note, a Series 2016 Debt Service Reserve Fund (the "*Debt Service Reserve Fund*") to provide a reserve for payment of principal of and interest on the Note. The Debt Service Reserve Fund Requirement (the "*Reserve Requirement*") shall initially equal at least the maximum amount due on the Note during any full calendar year and shall remain at such level subject to provisions of the following Section 4.2.2.

4.2.2. (a) If the Project Sponsor receives a long-term, unenhanced underlying rating on the System and/or any Parity Debt in at least the "A" category from S&P or Moody's, and from each, if both S&P and Moody's issue ratings, the Reserve Requirement may be reduced to zero subject to the following provisions.

(i) The Project Sponsor submits the S&P and/or Moody's ratings to the Authority to evidence eligibility for a Reserve Requirement of zero and receives written approval from the Authority to change the amount of the Reserve Requirement.

(ii) The Project Sponsor's Bond Ordinance permits Parity Debt to have the lesser level Reserve Requirement.

(b) To continue the zero Reserve Requirement, the Project Sponsor shall fully comply with all requirements of Section 3.6 herein for submitting S&P/Moody's ratings/affirmations/updated credit reports and for immediately providing any other rating agency actions related to the System and/or any Parity Debt.

(c) If there is no longer any current rating or if either the S&P or Moody's rating is downgraded below the "A" category, the Reserve Requirement shall immediately increase to the maximum annual amount due on the Note, and the Project Sponsor shall be required to meet the new requirement within one year through twelve (12) equal monthly deposits, beginning in the month following any such downgrade or loss of the rating for the System and/or Parity Debt.

(d) In the event the Reserve Requirement is ever increased as provided in Section 4.2.2(c) above due to a ratings downgrade or loss and subsequently upgraded to the level established in Section 4.2.2(a), then the Reserve Requirement shall revert to zero and any excess money in the Debt Service Reserve Fund shall be applied as provided in Section 4.4.3 hereof.

4.2.3. The Debt Service Reserve Fund is intended to insure the timely payment of the principal of and interest on the Note. Money in the Debt Service Reserve Fund shall be used only to prevent a default

in the payment of the Note, by reason of the fact that money in the Debt Service Fund is insufficient for such purposes.

4.2.4. Prior to the delivery of this Agreement to the Authority, the Project Sponsor shall deposit, or cause to be deposited, in the Debt Service Reserve Fund, if required to be established pursuant to Section 4.2.1, funds in an amount, or investments permitted by Section 4.4.3 having a value, equal to the Reserve Requirement. In the event that the Reserve Requirement shall increase due to an increase in the Loan Amount pursuant to Section 1.4.2(c), the Project Sponsor shall immediately deposit, or cause to be deposited, in the Debt Service Reserve Fund, if required to be established pursuant to Section 4.2.1, funds in an amount equal to such increase in the Reserve Requirement. [In the event any valuation of the Debt Service Reserve Fund shall establish that the value of the funds and/or investments in the Debt Service Reserve Fund is less than the Reserve Requirement, the Project Sponsor shall, within ten (10) days of receipt of such valuation deposit in the Debt Service Reserve Fund funds in an amount equal to such deficiency; provided, however, that if, at the time of such valuation, the market value of South Carolina Pooled Investment Fund is not less than 99.50% of the book value, the Project Sponsor shall not be required to deposit additional monies in the Debt Service Reserve Fund.

SECTION 4.3. Disposition of Revenues. All revenues derived from the operation of the System shall be deposited in the Gross Revenue Fund. Beginning in the month following the delivery of this Agreement with respect to payments pursuant to Sections 4.3.2 to 4.3.7, inclusive, and beginning in the month of the Payment Initiation Date with respect to payments pursuant to Section 4.3.1, withdrawals from the Gross Revenue Fund shall be made on or before the Business Day, as defined in the Bond Ordinance, which is five (5) Business Days prior to the end of each month in the following order of priority:

4.3.1. The monthly fraction of the next payment of principal and interest to become due on the Note on the next succeeding payment date shall be deposited in the Debt Service Fund. Simultaneously with making the monthly deposit in the Debt Service Fund required by this Section 4.3.1, the Project Sponsor shall deposit (a) in a fund for the payment of amounts due with respect to the promissory note of the Project Sponsor to the Authority relating to loan number S1-122-09-441-06 from the Fund (the "*2009 Revenue Bond*"), the monthly fraction of the next payment of principal and interest to become due on the 2016 Revenue Bond; (b) in a fund for the payment of amounts due with respect to the Project Sponsor's Waterworks and Sewer System Refunding Revenue Bond, Series 2011B (the "*2011B Revenue Bond*"), the monthly fraction of the next payment of principal and interest to become due on the 2011B Revenue Bond; and (c) into a fund or funds for the payment of amounts due with respect to any obligations of the Project Sponsor (the "*Obligations*") secured by a pledge of revenues on a parity with the pledge securing the Note, the 2009 Revenue Bond and the 2011B Revenue Bond, the monthly fraction or fractions of the next payment or payments due on any such Obligation or Obligations. The 2009 Revenue Bond, the 2011B Revenue Bond and the Obligations are hereinafter sometimes referred to as "*Parity Debt*". In the event amounts available for payments into the funds with respect to the Note and all Parity Debt are not sufficient to make all payments then required to be made, such available amounts shall be deposited into such funds on a pro rata basis.

4.3.2. (a) In the event any amounts shall be withdrawn from the Debt Service Reserve Fund in order to provide for payment of any amounts due with respect to the Note, there shall be deposited in the Debt Service Reserve Fund not less than one-twelfth (1/12) of the amount of any such withdrawal and such deposits with respect to any such withdrawal shall begin in the month following such withdrawal and shall continue in each month thereafter until the amount on deposit in the Debt Service Reserve Fund shall equal at least the Reserve Requirement.

(b) In the event the Reserve Requirement for the Debt Service Reserve Fund is increased pursuant to any provision of Section 4.2.2 herein, there shall be deposited in the Debt Service Reserve Fund not less than one-twelfth (1/12) of the amount necessary to fully meet the Reserve Requirement, and such deposits shall begin in the month following a ratings downgrade or loss and shall continue in each month thereafter until the amount on deposit in the Debt Service Reserve Fund shall equal such increased Reserve Requirement.

(c) If the value of the Debt Service Reserve Fund is ever less than the Reserve Requirement, other than as provided in (a) or (b) above, or as provided in Section 4.2.4 with respect to any increase in the Loan Amount, there shall be deposited in the Debt Service Reserve Fund not less than one-fourth (1/4) of an amount equal to the total Reserve Requirement deficiency, beginning in the month following such a determination. Such deposits shall continue to be made until the amount on deposit in the Debt Service Reserve Fund shall equal at least the Reserve Requirement.

(d) Nothing in this Section 4.3.2 (a), (b) or (c) shall preclude the Project Sponsor from fully reestablishing the Reserve Requirement in a more timely fashion than so prescribed.

4.3.3. If, in any month, for any reason, the Project Sponsor shall fail to pay all or any part of the money it has herein agreed to pay into said Debt Service Fund or Debt Service Reserve Fund, the amount of any such deficiency shall be added to and shall become a part of the amount due and payable into said Debt Service Fund or Debt Service Reserve Fund in the next succeeding month.

4.3.4. There shall be deposited into the Operation and Maintenance Fund that sum which has been currently determined by the Project Sponsor to be the cost of operating and maintaining the System for the next ensuing month.

4.3.5. Provision shall be made for payment of interest and any fees or penalties on amounts advanced by the provider of any surety bond, line of credit, letter of credit or insurance policy as contemplated by Section 7.04(D) of the Bond Ordinance.

4.3.6. There shall be deposited in the Depreciation and Contingent Fund that sum which is one-twelfth (1/12) of the sum determined by the Project Sponsor to be needed for the Depreciation and Contingent Fund for the then current fiscal year.

4.3.7. Provision shall then be made for the payment of any other indebtedness which is junior and subordinate to the Note and all Parity Debt in the order of priority contemplated by the proceedings authorizing their issuance.

4.3.8. Any revenues remaining after the foregoing deposits have been made shall be disposed of for any lawful purpose in such manner as the Project Sponsor shall from time to time determine; provided, however, the transfer of money to the General Fund or any fund outside of the System shall not exceed an amount that when subtracted from Net Earnings equals less than 110% of the annual principal and interest requirements on all debt secured by or paid from the System.

SECTION 4.4. Concerning the Debt Service Fund. The Debt Service Fund established pursuant to Section 4.1.2 hereof shall be established with a bank whose deposits are insured by the Federal Deposit Insurance Corporation (the "*Trustee*") chosen by the Project Sponsor with the written approval of the Authority. The Debt Service Fund shall be held and administered by the Trustee in accordance with the provisions of the Bond Ordinance and the following provisions of this Section 4.4. The Trustee shall acknowledge and accept its duties and responsibilities with respect to the Debt Service Fund in a written instrument delivered to the Authority with this Agreement.

4.4.1. The Trustee shall notify the Authority in writing of the date of the establishment of the Debt Service Fund and the initial amount of the deposit for such fund. If the Project Sponsor fails to deposit the amount required by this Agreement in this fund at the time required for such deposit, the Trustee, no later than the fifth day after the date on which such deposit is to be made, shall provide written notification to the Project Sponsor, with a copy to the Authority, of the amount required for deposit into the Debt Service Fund pursuant to the provisions of this Agreement.

4.4.2. From sums deposited in the Debt Service Fund by the Project Sponsor, the Trustee shall transmit to the Authority an electronic funds transfer or a check made payable to "Office of Local Government - SRF" in the amount, and at the times, required by the Agreement and Note. If insufficient sums exist in the Debt Service Fund for any payment then due, the Trustee shall immediately notify the Authority.

4.4.3. Upon payment in full of all amounts due with respect to the Note, which payment shall be evidenced to the Trustee in writing by the Authority, the Trustee shall pay over all amounts remaining in the Debt Service Fund to the Project Sponsor upon the receipt of written directions from the Project Sponsor and the Trustee shall thereafter have no further responsibilities under this Agreement.

SECTION 4.5. Concerning the Debt Service Reserve Fund. The Debt Service Reserve Fund established pursuant to Section 4.2 hereof shall be established with the South Carolina State Treasurer's Office (the "*DSRF Custodian*") and the Debt Service Reserve Fund shall be held and administered by the DSRF Custodian in accordance with the following provisions of this Section 4.5. The DSRF Custodian shall acknowledge and accept its duties and responsibilities with respect to the Debt Service Reserve Fund in a written instrument delivered to the Authority with this Agreement.

4.5.1. The DSRF Custodian shall notify the Authority in writing of the date of the establishment of the Debt Service Reserve Fund, the account number and the initial amount of the deposit. If the Project Sponsor fails to deposit the amount required by this Agreement at the time required for such deposit, the

DSRF Custodian, no later than the fifth day after the date on which such deposit is to be made, shall provide written notification to the Authority of the amount required for deposit into the Debt Service Reserve Fund pursuant to the provisions of this Agreement. The DSRF Custodian shall also verify balances in the Debt Service Reserve Fund, as requested by the Authority, but no less than monthly during any period of monthly deposits and no less than annually when the full Reserve Requirement is met and maintained.

4.5.2. Upon receipt by the DSRF Custodian of written notification from the Authority that any amount due for payment on the Note has not been received by the Authority, the DSRF Custodian shall immediately transfer to the Authority, in accordance with the Authority's instructions contained in the aforesaid notice, such amount as set forth in such notice as being due and unpaid on the Note. Simultaneously with the making of any payment pursuant to this subsection 4.5.2, the Authority shall notify the Project Sponsor of the date and amount of such payment and the amount required to be deposited in the Debt Service Reserve Fund by the Project Sponsor in order for the Debt Service Reserve Fund to have on deposit therein the amount required by this Agreement.

4.5.3. Pending disbursement pursuant to this Section 4.5, monies in the Debt Service Reserve Fund shall be invested and reinvested within the South Carolina Pooled Investment Fund in accordance with investment policies governing this fund. Subject to the remaining provisions of this subsection 4.5.3, the earnings from such investments shall be added to and become a part of the Debt Service Reserve Fund. The DSRF Custodian shall determine the market value of investments in the Debt Service Reserve Fund as of June 30 each year and provide such valuation to the Project Sponsor and Authority. If, upon the date of this annual calculation, the value of the securities and money in the Debt Service Reserve Fund shall exceed the amount required to be on deposit therein, such excess, at the direction of the Project Sponsor within ten (10) days of receipt of the annual valuation, shall: (i) remain in the Debt Service Reserve Fund; (ii) be used to effect partial prepayment of the Note; or (iii) be removed from the Debt Service Reserve Fund and transmitted to the Project Sponsor for deposit into the Gross Revenue Fund, as directed by the Project Sponsor's finance director.

4.5.4. Upon payment in full of all amounts due with respect to the Note, which payment shall be evidenced to the DSRF Custodian in writing by the Authority, the DSRF Custodian shall pay over all amounts remaining in the Debt Service Reserve Fund to the Project Sponsor upon the receipt of written directions from the Project Sponsor and the DSRF Custodian shall thereafter have no further responsibilities under this Agreement.

ARTICLE V
EVENTS OF DEFAULT

SECTION 5.1. Events of Default. The following occurrences shall constitute Events of Default hereunder:

(A) The Project Sponsor fails to comply with any of the covenants, terms and conditions made in this Agreement;

(B) The Project Sponsor fails to pay any amount due on the Note at the time and in the manner provided in the Note and this Agreement;

(C) Any representation, warranty or statement made by the Project Sponsor in this Agreement or in connection with it or the Loan shall be or become untrue, incorrect or misleading in any material respect;

(D) The Project Sponsor makes an assignment for benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions for appointment of a receiver or trustee for any substantial part of its property or is the subject of such a petition or commences or has commenced against it or its property (a) any similar proceeding under any bankruptcy law or other debtor-relief or similar law or (b) any foreclosure of any mortgage or similar implementation of a trust indenture or like instrument;

(E) Dissolution of the existence of the Project Sponsor;

(F) Any legal or equitable action is commenced against the Project Sponsor which, if adversely determined, could reasonably be expected to impair substantially the ability of the Project Sponsor to perform each and every obligation under this Agreement;

(G) Construction of the Project is not carried out with reasonable dispatch, ceases and is not resumed for forty-five (45) days or is abandoned; and

(H) The Authority reasonably suspects the occurrence of any default or Event of Default by the Project Sponsor, and following request by the Authority, the Project Sponsor fails to provide evidence reasonably satisfactory to the Authority that such default or Event of Default has not in fact occurred.

ARTICLE VI

REMEDIES

SECTION 6.1. Acceleration. Upon the occurrence of an Event of Default, the Authority may, by notice in writing to the Project Sponsor, declare the principal balance of the Note immediately due and payable; and such amount and all interest accrued thereon shall become and be immediately due and payable, anything in the Note or in this Agreement to the contrary notwithstanding. In such event, there shall be due and payable on the Note an amount equal to the total principal amount disbursed on the Note, plus all interest accrued thereon and which will accrue thereon to the date of payment.

SECTION 6.2. Additional Remedies and Enforcement of Remedies. Upon the occurrence and continuance of any Event of Default, the Authority may proceed forthwith to protect and enforce its rights by such suits, actions or proceedings as the Authority shall deem expedient, including but not limited to:

(A) Requiring the Project Sponsor to carry out its duties and obligations under the terms of this Agreement and under the Act;

(B) Suit upon all or any part of the Note;

(C) Civil action to require the Project Sponsor to account as if it were the trustee of an express trust for the Authority;

(D) Civil action to enjoin any acts or things which may be unlawful or in violation of the rights of the Authority; and

(E) Enforcement of any other right of the Authority including the right to make application for the appointment of a receiver to administer and operate the System.

SECTION 6.3. Remedies Not Exclusive. No remedy by the terms of this Agreement conferred upon or reserved to the Authority is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or existing at law or in equity or by statute (including the Act) on or after the date hereof.

SECTION 6.4. Termination of Proceedings. In case any proceeding taken by the Authority on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Authority, the Authority and the Project Sponsor shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Authority shall continue as if no such proceeding had been taken.

ARTICLE VII

SECURITY

SECTION 7.1. Pledge of Revenues. For the payment of the Note and as security for its other obligations under this Agreement, the Project Sponsor hereby grants to the Authority a pledge of, and lien upon the Gross Revenues of the System, as defined in the Bond Ordinance. Such pledge and lien upon the Gross Revenues shall be on a parity in all respects to the pledge and lien securing any Parity Debt (as defined in Section 4.3.1) and shall at all times and in all respects be and remain superior to any pledges made to secure any other obligations of the Project Sponsor payable from the revenues of the System except to the extent otherwise agreed to in writing by the Authority. Parity Debt may be issued only in compliance with Article IV of the Bond Ordinance or, if the Bond Ordinance is no longer in effect, only with the prior written approval of the Authority.

SECTION 7.2. Statutory Lien. As additional security for the obligations of the Project Sponsor under this Agreement, there is hereby granted to the Authority a statutory lien upon the System, pursuant to Section 6-21-330 of the Code of Laws of South Carolina, 1976, as amended.

SECTION 7.3. Additional Security. Upon any failure of the Project Sponsor to make any payment to the Authority in accordance with the provisions of the Note and this Agreement, the Authority shall, without further action, require the State Treasurer to pay to the Authority, subject to the provisions of the Act, the amount of state appropriations as the Project Sponsor may become entitled to until all delinquent payments under the Note have been paid.

ARTICLE VIII

SPECIAL REVOLVING FUND PROVISIONS

SECTION 8.1. Compliance. The Project Sponsor agrees that no date reflected in this Agreement, or in the project completion schedule, or extension of any such date, shall modify any compliance date established in a National Pollutant Discharge Elimination System permit (the "*NPDES Permit*"). It is the Project Sponsor's obligation to request any required modification of applicable permit terms or other enforceable requirements.

SECTION 8.2. Standard Conditions. The Project Sponsor acknowledges and agrees to comply with the following Federal and/or State requirements:

(A) The Project Sponsor shall provide access to the Project work whenever it is in preparation or progress and provide proper facilities for access and inspection. The Project Sponsor shall allow the Regional Administrator of the Environmental Protection Agency, the Comptroller General of the United States, the Department and the Authority, or any authorized representative, to have access to any books, documents, plans, reports, papers, and other records of the contractor which are pertinent to the Project for the purpose of making audit, examination, excerpts, copies, and transcriptions.

(B) Pursuant to requirements of the Federal Water Pollution Control Act, as amended on June 10, 2014 (the "*Federal Act*"), the Project Sponsor shall comply with the Davis-Bacon Act and certify that all laborers and mechanics employed by prime contractors and subcontractors are paid wages at rates not less than those listed on the prevailing wage rate contained in the Project's contract documents and that all applicable provisions of the Davis-Bacon Act have been met. The Project Sponsor shall require the prime contractor to comply with the Davis-Bacon Act. See Attachment #1.

(C) The Project Sponsor shall not presently be debarred for noncompliance with Federal Law and shall not award contracts to any firm that is presently debarred for noncompliance with Federal Law where the contract amount equals or exceeds the federal small purchase procurement threshold.

(D) The Project shall comply with "American Iron and Steel" provisions, as set forth in the Federal Act and related American Iron and Steel implementation guidance, requiring that all of the iron and steel products used in the Project be produced in the United States unless a waiver is granted by the U.S. Environmental Protection Agency. The Project Sponsor shall require all bidders to comply with the American Iron and Steel provisions.

(E) Pursuant to requirements of Section 603(d)(1)(E) of the Federal Act, the Project Sponsor of a project involving the repair, replacement or expansion of a publicly owned treatment works shall develop and implement a fiscal sustainability plan ("*FSP*") or certify that it has developed and implemented such a plan. Sponsors with an existing and implemented FSP shall certify to that effect before the loan closing date. Sponsors developing an FSP must submit a certification that an FSP has been developed, and will be implemented, by the date of the final loan disbursement.

ARTICLE IX

GENERAL CONDITIONS

SECTION 9.1. No Waiver. No disbursements shall waive any provision of this Agreement or the Note or preclude the Authority from declaring a default if the Project Sponsor is unable to satisfy any such provisions or perform hereunder.

SECTION 9.2. Satisfactory Proceedings. All proceedings taken in connection with transactions provided for in this Agreement shall be satisfactory to the Authority.

SECTION 9.3. Evidence. Any condition of this Agreement which requires a submission of evidence of the existence or nonexistence of facts shall imply as a condition the existence or nonexistence, as the case may be, of such fact or facts, and the Authority shall, at all times, be free independently to establish to its satisfaction and in its absolute discretion such existence or nonexistence.

SECTION 9.4. No Beneficiaries. All conditions of the obligations of the Authority to make disbursements are imposed solely and exclusively for its benefit, its successors and assigns, and no other person shall have standing to require satisfaction of such conditions or to assume that the Authority will refuse to make disbursements in the absence of strict compliance. No person shall be deemed the beneficiary of any such conditions or any other provisions of this Agreement.

SECTION 9.5. Review and Inspection of Work. Any audit or review of plans and specifications and any inspection of the work shall be for the convenience of the Authority and Department only in order to determine that they are within the approved scope of the Project. No such review and inspection, approvals and disapprovals shall be an undertaking by the Authority or Department of responsibility for design or construction.

SECTION 9.6. Notices. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent by registered or certified mail to the other party hereto, with instruction to show to whom delivered and return receipt requested addressed as follows:

If to the Project Sponsor:

City of Walterboro
242 Hampton Street
Walterboro, South Carolina 29488-3929

Attention: City Manager

If to the Authority:

South Carolina Water Quality Revolving Fund
Authority
c/o Office of Local Government - SRF
South Carolina Rural Infrastructure Authority
1201 Main Street
Suite 1600
Columbia, South Carolina 29201

Attention: Patricia A. Comp

Each party may notify the other by the same process of any change of such address. Loan requests and disbursements and other routine loan administration may be conducted by regular mail.

SECTION 9.7. No Joint Venture. Etc. The Authority is not a partner, joint venturer, or in any other way a party to the Project or the operation of the System of the Project Sponsor. The Authority shall not be in any way liable or responsible by reason of the provisions hereof, to the Project Sponsor or any third party, for the payment of any claims in connection therewith.

SECTION 9.8. Assignment. This Agreement may not be assigned by the Project Sponsor without the prior written consent of the Authority. The Authority may assign the Note and this Agreement, and any such holder and assignee of same shall succeed to and be possessed of the same rights as the Authority under both to the extent so transferred or assigned.

SECTION 9.9. Entire Agreement. This Agreement and the Note contain the entire terms of this Agreement and transaction. They may not be changed, waived or discharged in whole or in part, except by written instrument executed by the party sought to be charged therewith.

SECTION 9.10. Continuity. This Agreement shall be binding upon the legal representatives, successors and assigns of each party and shall inure to their benefit; provided, however, that nothing herein said shall be deemed to limit any restriction on assignment impressed upon the Project Sponsor.

SECTION 9.11. South Carolina Contract. This Agreement shall be governed by and construed in accordance with the laws of the State.

SECTION 9.12. Limitations on Actions by Project Sponsor. No action shall be commenced by the Project Sponsor against the Authority for any claim under this Agreement unless notice thereof specifically setting forth the claim shall have been given to the Authority within thirty (30) days after the occurrence of the event or omission which the Project Sponsor alleges gave rise to such claim. Failure to give such notice shall constitute a waiver of any such claim. Liability of the Authority to the Project Sponsor for any breach of the terms of this Agreement shall not exceed a sum equal to the amount which the Authority shall have failed to disburse in consequence of a breach by the Authority of its obligations under this Agreement. Upon the making of any such payment by the Authority to the Project Sponsor, it shall be treated as a disbursement under this Agreement.

SECTION 9.13. Counterparts. This Agreement is executed in two counterparts, which are separately numbered, but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

SECTION 9.14. Appendices. The appendices attached to this Agreement are a part of it.

SECTION 9.15. Special Conditions. The Statements of Special Conditions in Appendix "D" shall govern the matters they address.

SECTION 9.16. Time of Essence. Time is of the essence of this Agreement.

SECTION 9.17. Severability. If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, any remaining provisions of this Agreement shall survive and be applied, and together with the invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

IN WITNESS WHEREOF, the Project Sponsor and the Authority have caused these presents to be signed, sealed and delivered all as of the date hereof.

CITY OF WALTERBORO

(SEAL)

By: _____

Name: _____

Title: _____

Attest:

Its _____

SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY

By: _____

Bonnie Ammons, Director,
Office of Local Government,
South Carolina Rural Infrastructure Authority

SCOPE OF WORK

Project Sponsor: City of Waltherboro
Project Name: Wastewater Treatment Plant Upgrade
Loan Number: X1-181-16-441-08

Upgrade to include a new septage receiving station, converting existing equalization basin into aerobic digester, new sludge feed pumps and polymer feed system installed in existing building, new dewatering platform with 2-screw presses for dewatering with all necessary appurtenances.

PROJECT BUDGET

Project Sponsor: City of Walterboro
 Project Name: Wastewater Treatment Plant Upgrade
 Loan Number: X1-181-16-441-08

<u>ITEM</u>	<u>CWSRF LOAN</u>	<u>EDA GRANT</u>	<u>RIA GRANT</u>	<u>PROJECT SPONSOR</u>	<u>TOTAL ELIGIBLE COSTS</u>
Planning and Design Engineering				\$336,488	\$336,488
Legal and Appraisal Fees	1,600			15,900	17,500
Construction %	1,060,000 29.58%	2,024,000 56.47%	500,000 13.95%		3,584,000
Construction Contingency	358,400				358,400
Construction Inspection and Engineering	<u>80,000</u>	<u> </u>	<u> </u>	<u> </u>	<u>80,000</u>
Total	\$1,500,000	\$2,024,000	\$500,000	\$352,388	\$4,376,388

SUBJECT TO REVISION PRIOR TO CLOSING

PROJECT SCHEDULE

Project Sponsor: City of Walterboro
Project Name: Wastewater Treatment Plant Upgrade
Loan Number: X1-181-16-441-08

<u>ACTION</u>	<u>DATE</u>
Bid Opening	November 15, 2016
Contract Execution	December 15, 2016
Notice to Proceed	December 29, 2015
Start of Construction	January 12, 2017
DHEC Permit to Operate	November 14, 2017

SUBJECT TO REVISION PRIOR TO CLOSING

REPAYMENT SCHEDULE

Project Sponsor: City of Waltherboro
Project Name: Wastewater Treatment Plant Upgrade
Loan Number: X1-181-16-441-08

Loan Amount: \$1,500,000 Payment Initiation Date: December 1, 2017
Interest Rate: 1.80% per annum First Payment Due Date: March 1, 2018

- (1) Prior to the Payment Initiation Date, amounts disbursed shall bear interest from the date of the Authority's check for each disbursement and accrued interest only shall be due on the Payment Initiation Date.
- (2) Repayment of the principal and interest shall be due in 80 installments, commencing on the first day of the third month after the month of the Payment Initiation Date and continuing quarterly on the first day of each third month thereafter.
- (3) Repayment shall be in 79 equal installments in the amount of Twenty-Two Thousand Three Hundred Sixty-Eight and 77/100 Dollars (\$22,368.77) each, and one final installment in the amount of Twenty-Two Thousand Three Hundred Sixty-Eight and 65/100 Dollars (\$22,368.65).

SUBJECT TO REVISION PRIOR TO CLOSING

LOAN CLOSING FEE

Project Sponsor: City of Waltherboro
Project Name: Wastewater Treatment Plant Upgrade
Loan Number: X1-181-16-441-08

Loan Amount: \$1,500,000
.25% Loan Closing Fee: \$3,750

The Loan Closing Fee identified above shall be due and paid at the time of delivery of the Loan Agreement, Note and other required Loan closing documents. Such fee is not reimbursable through the Loan.

SUBJECT TO REVISION PRIOR TO CLOSING

Project Sponsor: City of Walterboro

Loan Number: X1-181-16-441-08

PROCUREMENT REQUIREMENTS

Recycled Funds

- I. Prior to construction contract award, the Project Sponsor shall:
 - A. Advertise the Project for a minimum of thirty (30) days in advance of bid opening using at least one of the following methods:
 1. Local newspapers of general circulation.
 2. Statewide or regional newspapers of general circulation.
 3. The South Carolina Business Opportunities (SCBO).
 - B. Modify bid documents only by written addenda, which require prior Department approval.
 - C. Hold a public bid opening.
 - D. Utilize competitive sealed construction bids.
 - E. Require at least a five percent (5%) bid bond or certified check.
 - F. Require one hundred percent (100%) payment and performance bonds.
 - G. Require the contractor, during construction, to provide fire, extended coverage, vandalism and malicious mischief insurance equal to the actual value of the insured property.
 - H. Follow, and require the prime contractor to follow, Davis-Bacon and Related Acts provisions.
 - I. Follow, and require the prime contractor to follow, American Iron and Steel Provisions.
 - J. If other funding sources are included which have stricter bidding requirements or if applicable Federal, State or local laws or ordinances have stricter requirements, these stricter requirements govern.
 - K. After bid opening, provide the Department with the following:
 1. Project Construction Summary For Recycled Projects (DHEC Form #1295).
 2. A certified copy of the advertisement with date(s) of publication.
 3. Detailed bid tabulation certified by Project Sponsor's engineer.
 4. Proposal of successful bidder(s).
 5. Bid bond with associated Power of Attorney.
 6. Engineer's award recommendation of low bidder(s) to Project Sponsor. If the award is recommended to other than the low bidder(s), provide justification for decision.
 7. Certified copy of Project Sponsor's tentative award resolution listing the proposed contractor(s) and contractor amount(s).
 8. Davis-Bacon wage rate(s) used in bidding the project.
 9. A copy of the proposed prime contractor's Bidders American Iron and Steel Certification (DHEC Form 2556).
 10. Certification Regarding Debarment, Suspension and Other Responsibility Matters (DHEC Form #3590) from the proposed prime contractor(s) and all subcontractors whose contract amount is expected to exceed \$25,000.

11. Project Inspection Designation Form (DHEC Form #2324), with all required attachments, indicating the selected method of providing continuous inspection during construction.
 - L. Receive Department approval to award the construction contract(s).
- II. Subsequent to construction contract award, the Project Sponsor shall submit the following to the Department as proof of compliance with procurement requirements:
- A. Executed contract documents.
 - B. Notice to Proceed.
 - C. Monthly Construction Inspection Reports.
 - D. Davis-Bacon Certification (DHEC Form #2557) with each draw request.
 - E. American Iron and Steel Certification (DHEC Form #0962) with each draw request.
- III. Subsequent to contract award, the Project Sponsor shall submit the following, for Department review and approval, on any proposed change orders:
- A. Need for the change.
 - B. Clear description of the change.
 - C. Cost and pricing data.
 - D. Documentation of negotiation.
 - E. For claims, information showing the claim did not result from the Project Sponsor's or contractor's mismanagement.

SPECIAL CONDITIONS

Project Sponsor: City of Waltherboro

Project Name: Wastewater Treatment Plant Upgrade

Loan Number: X1-181-16-441-08

None.

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

**PROMISSORY NOTE TO SOUTH CAROLINA
WATER QUALITY REVOLVING FUND AUTHORITY FOR
SOUTH CAROLINA WATER POLLUTION CONTROL
REVOLVING FUND LOAN**

**CITY OF WALTERBORO, SOUTH CAROLINA
WATERWORKS AND SEWER SYSTEM IMPROVEMENT REVENUE BOND, SERIES 2016**

FOR VALUE RECEIVED, the City of Walterboro (the "*Project Sponsor*") promises to pay to the order of the South Carolina Water Quality Revolving Fund Authority (the "*Authority*") the principal sum owing from time to time by the Project Sponsor pursuant to, and in accordance with, the Loan Agreement (the "*Agreement*"), the terms of which are incorporated herein by reference, between the Project Sponsor and the Authority relating to Loan Number XI-181-16-441-08, Wastewater Treatment Plant Upgrade, principal sum, rate of interest and amount and due date of payments thereunder being set forth in Appendix "B" to the Agreement. The records of the Authority with respect to the date and amount of payments on this Note shall be conclusive as to such matters. Interest shall be computed on a three hundred sixty-five-day year basis and compounded annually; the principal of this Note and any installment thereof shall bear interest until paid in full.

Time is of the essence of this Note.

The Project Sponsor may prepay the outstanding principal balance of this Note in whole or in part, together with any accrued interest thereon, at any time without penalty or premium; all such prepayments shall be applied against principal installments due on this Note in the inverse order of the maturity dates thereof.

All payments of principal and interest shall be made in money of the United States at the office of the Authority in Columbia, South Carolina, or at such place as the Authority may designate in writing, and shall be made in funds immediately available in Columbia, South Carolina.

The Project Sponsor agrees to pay at the time any such late payment hereunder is made a late charge of three percent (3%) of any payment not made on or before the tenth day of the month in which such payment is due. Interest which accrues after maturity of this Note or after its earlier acceleration shall be due and payable upon demand.

Payments shall be applied first to any late charge, then to interest, then to principal. There is no intent for any payment to exceed any legal limit on interest, if any such legal limit applies. If an excess sum occurs, it shall be applied to principal unless the Project Sponsor elects its return in writing.

If the Project Sponsor fails to make any payment of principal or interest within thirty (30) days of the date when due, or if the Project Sponsor defaults in the performance of any of the terms, covenants or conditions of any agreement or other documents concerning this Note, including without limitation the Agreement, the Authority may declare the principal of this Note and all unpaid interest accrued on it to be due and payable immediately, without prior notice or demand to the Project Sponsor.

The failure of the Project Sponsor to make any payment of principal or interest or both shall not constitute a default until thirty (30) days following the due date but the Authority shall have no obligation to give the Project Sponsor notice of any failure to make such payments. Upon any such payment default, the Authority shall immediately avail itself of the provisions of Section 7.3 of the Agreement relating to additional security for payment of amounts due on this Note.

The Project Sponsor waives presentment for payment, demand, protest, and notice of non-payment. Neither a failure to accelerate for default nor acceptance of a past due installment shall be a novation of this Note or constitute a waiver of the right to insist upon strict compliance with it and any related agreements and documents.

The Project Sponsor shall pay all costs of collection, including but not limited to reasonable attorney's fees if the Authority endeavors to collect this Note in any manner through an attorney at law. The rights and remedies of the Authority provided in this Note are cumulative and not exclusive of any other rights and remedies afforded the Authority by law or by any other document.

This Note shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina.

IN WITNESS WHEREOF, the Project Sponsor has caused this Note to be executed under its seal and to be registered in the name of the South Carolina Water Quality Revolving Fund Authority as of this _____ day of _____, 2016.

CITY OF WALTERBORO

[SEAL]

By: _____

Typed Name: _____

Title: _____

Attest:

Its _____

CERTIFICATE OF AUTHENTICATION

This Promissory Note is the obligation issued pursuant to the Project Sponsor's Bond Ordinance enacted _____, 2016, as authorized by the Project Sponsor's Series Ordinance enacted _____, 2016.

BANK OF NEW YORK MELLON, TRUSTEE

By: _____, Authorized Officer

Typed Name: _____

**Davis-Bacon Wage Rates Required Under Federal Clean Water Act
For Subrecipients (Project Sponsors)**

1. Applicability of the Davis-Bacon (DB) Prevailing Wage Requirements

Under the Federal Clean Water Act, as amended on June 10, 2014, DB prevailing wage requirements were permanently applied to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a State drinking water revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations

- (a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.
- (i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
- (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
- (b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.
- (c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- (d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract Provisions

Refer to Appendix A: Mandatory Supplemental General Conditions For The South Carolina State Revolving Fund Program that must be included in all bid documents and contracts over \$2,000. Available from the Department.

4. Contract Provisions for Contracts in Excess of \$100,000

Refer to Appendix A: Mandatory Supplemental General Conditions For The South Carolina State Revolving Fund Program that must be included in all bid documents and contracts over \$100,000. Available from the Department.

5. Compliance Verification

- (a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- (b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d) The subrecipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/vhd/america2.htm>.

ORDINANCE 2016-11

AN ORDINANCE AUTHORIZING THE CITY OF WALTERBORO TO JOIN WITH COLLETON COUNTY AND THE WALTERBORO-COLLETON COUNTY AIRPORT COMMISSION TO CONVEY BY QUIT CLAIM DEED UNTO SEALCRAFT CORPORATION, AS THE GRANTEE, ALL OF ITS RIGHTS, TITLES AND INTERESTS, INCLUDING BUT NOT LIMITED TO ANY AND ALL REVERSIONARY INTEREST, IN AND TO THE 5.00 ACRE, MORE OR LESS, TRACT OF LAND, SITUATED IN COLLETON COUNTY, SOUTH CAROLINA, AND BEING LOCATED IN THE INDUSTRIAL AREA AT 418 WELLSTON CIRCLE, WALTERBORO, SC 29488, AND BEING DESIGNATED AS COLLETON COUNTY TMS NUMBER 132-00-00-019, AND NOW OWNED BY SEALCRAFT CORPORATION.

ADOPTED, THIS _____ DAY OF _____, 2016.

William T. Young, Jr.
Mayor

ATTEST:

Betty J. Hudson
City Clerk

First Reading By Title Only: _____
Public Hearing: _____
Second Reading: _____



Accommodations Tax Advisory Committee

To: Walterboro City Council
Cc: Jeffrey P. Molinari, City Manager
From: Accommodations Tax Advisory Committee
Date: October 20, 2016
Re: Approvals at October 20th, 2016 meeting

At its regularly scheduled meeting held on October 20, 2016, the Accommodations Tax Advisory Committee approved the following requests:

<u>Requests for 65% Tourism Fund</u>	<u>Requested</u>	<u>Approved</u>
Colleton Center – SCBA Barbeque Cookoff	\$10,000	\$ 8,000
Lowcountry & Resorts Island – guidebooks/promotion	\$14,900	\$ 7,000
Walterboro Tourism Comm – digital advertising	\$30,000	\$15,000

Should these requests be approved as submitted, the projected remaining balance for 2016-2017 will be approximately **\$7,583**. The remaining funds will be for consideration at the next scheduled meeting in February 2017. Therefore, the Atax Advisory Committee respectfully requests City Council approve these items.

ACCOMMODATIONS TAX APPLICATION

September 23, 2016

The Colleton Center and the Coastal Electric Trust, Inc.'s Operation RoundUp

I. Basic Information

- A. Project Name: *Smoke in the 'Boro, 4th Annual SCBA (SC Barbeque Association) Cook-Off*
March 17 & 18, 2017
- B. Requesting Amount: \$10,000
- C. Total Project Cost: \$23,360
- D. Application Information:
1. Name: The Colleton Center
 2. Federal Tax ID: 20-4536007
 3. Contact: Jean Harrigal, Executive Director
 4. Address: 494 Hampton Street, (P.O. Box 468, mailing)
Walterboro, SC 29488
 5. Phone/Fax: 843-549-8360
E-Mail: colletonctr@lowcountry.com

II. Narrative

During the weekend of Friday, March 17th, and Saturday, March 18th, 2017, The Colleton Center and Coastal Electric Cooperative's community assistance program, the Coastal Electric Trust Incorporated (both 501(c)(3) organizations), are again planning to co-host *Smoke in the 'Boro*, a South Carolina Barbeque Association (SCBA) Cook-Off. As in 2014, 2015, and 2016, the event will be held at Coastal Electric's Outback facility located on Jefferies Boulevard. Power, water, parking, and the use of the Outback building for the competition judging will again make this an ideal location. We are fortunate to have such an ongoing and collaborative partnership.

This event has been developed under the direction of Wayne Keith, an SCBA-certified barbeque judge, who actively participates during the year in a number of cook-offs as a judge and as a member of a cooking team. He and his family owned and operated Keith's Barbeque in Walterboro from 1949 until 1992 in various locations. Mr. Keith is an SCBA Senior Judge, based on his lifetime of experience in the barbeque world. His reputation and position make him uniquely qualified to recruit cooks, judges, and sponsors, and to spread the word about our events.

This will be a family weekend event, which will also offer live music on both days and a separate area on Saturday for local churches to sell baked goods. There will also be a Cruise-In car show on Saturday, which was a popular addition starting in 2015. This feature attracts an additional and diverse audience population.

Based on the success of and experience gained from our first three *Smoke in the 'Boro* events, this year will also feature two separate cook-offs. Friday night will again be an "Anything Butt" night. Cooking teams will prepare entries of their choice - from chicken wings to

seafood to desserts. The cookers will provide their own food. As we did last year, we will have 20-25 local citizens serving as judges, evaluating and ranking the entries in a blind tasting. The winners will be announced and prizes awarded on Saturday afternoon.

On Saturday, the main cook-off for the best barbequed Boston Butt and ribs will take place. The cookers will prepare their pork during the previous night, and submit their (blind) entries to the judges on Saturday morning. Based on the number of cook-off participants, 35-50 judges, SCBA-certified and novice level, will assess the entries. The judges will be under the direction of Grand Marshal, Ken Hilliard, of Hanahan, SC. Both days will be conducted in accordance with SCBA requirements and guidelines. All participants will know those requirements in advance.

In March of 2015, twenty five certified teams from all areas of the state (e.g. Simpsonville, Greenville, Sumter, Blythewood and Beaufort), as well as Charlotte and Shelby NC, entered. Many local county cookers also competed. We expect many of the same returning teams and again some new entrants for this year's event. Based on participation in the last three years, we estimate that 25+ cooking teams will enter for 2017. Each team will pay an entry fee of \$150 to \$200, depending on the date of sign-up. Prizes for the top five will consist of a trophy (modeled after the Red Rocker logo) and cash ranging from \$150 to \$1,000. We again look for participation from all over South Carolina and the region, and encourage and welcome local entrants.

For the Friday and Saturday events, the public will purchase tickets for \$1.00 each to taste the food of their choice. Soft drinks, water, beer and wine will be available each day with payment in the form of the \$1.00 tickets. Sales of alcoholic beverages will be controlled through the ticket process. Only one glass of beer or wine can be purchased at a time. Permits for the sale of beer and wine will be obtained as required. Pepsi donated soft drinks and water last year, and Southern Eagle donated one keg of beer. We will be working with those vendors again, and hope to be as fortunate in 2017.

A budget, included as an attachment to this application, is based on experience from the last three years. The Colleton Center and Coastal Electric are requesting \$10,000 from ATAX funds to cover out of town advertising costs, photolets, printing and distribution of information. Printing will cover such items as posters, postcards, and banners used to promote the event at out-of-county locations. Advertising, which has already begun on the SCBA website, will continue through the local print media, additional websites, and, with funding from ATAX, through newspapers in such areas as Columbia, Orangeburg, Aiken, Beaufort, and the Charleston, Monck's Corner and Summerville areas - as many publications with as wide a range as possible. We will advertise again in *BBQ Times*, a national magazine. Over the last two years, other publications have noticed our ads and called to request ads for their publications as well. As funding allows, these new placement locales will be evaluated for possible use this year.

It is expected that attendees this year will again be equally divided between locals and cook-off fans from a fifty to sixty mile radius around Walterboro, including some from out of state. The SCBA events have a loyal following from all over the state and the southeast

region. For those of us who have been involved in the planning, organizing, and presenting of past years' *Smoke in the 'Boro* events, this year has a particular significance. Wayne Keith's brother, Lennoye (Len) Keith, who was an important part of our event since its inception, passed away this summer. His quiet support, steady guidance, and hard work will be sorely missed, and we all want to make this year the best ever in honor of his memory.

III. Benefit to Tourism

Our cook-offs have attracted people from around the State, as well as the region. The barbeque world is highly competitive, with an impressive following. Because this is a two day event, visitors, judges, and some participants will stay in local hotels and B&Bs. For the 2014, 2015, and 2016 events, several attendees, judges and participants and their families stayed in local accommodations, in order to attend both days' events. In 2014 the I-95 Travel Writers from Canada attended on Friday night producing a video of the event. They also interviewed attendees to publicize the BBQ on their blog and website, so public exposure of the event was extensive. With ATAX funds, we have been able to advertise in the national magazine, *BBQ Times*. This 2017 BBQ will be another opportunity to attract people to Colleton County for a positive and popular event, provide them with two days of fun, food, and festivities, and entice them to come back for other occasions. Our first three *Smoke in the 'Boro* events shed a positive light on Walterboro, and we heard from many people - cooks and attendees alike - who felt that Walterboro's BBQ event was one of the best in the state. SCBA volunteers, judges and cooks are helpful and valuable visitors to our area, and they are critical in spreading the good news about our community and events.

IV. Benefit to the Community

Our community benefits from this event in a number of ways: 1) there will be an economic benefit for local businesses - hotels/motels, B&B's, restaurants, gas stations, etc, - benefiting from sales to participants and attendees; 2) supplies for the event, from paper goods to meat for the cooks, are almost exclusively purchased from local businesses; 3) local residents who wish to try their hand at competitive cooking have the opportunity to do so here at home; and 4) the event gives everyone an opportunity to enjoy a family-friendly weekend with great variety. This will be a positive, neighborly event, featuring good food, good music, and good spirited competition, typical of life in Colleton County.

V. Tracking

The cooks will provide their addresses, as will the judges. As with the three prior year events, we will canvas attendees to find out where they are from and how they heard about the event. For our planning purposes, we are estimating that at least 700 people will attend the Colleton Cook-Off during the two-day event. We will track attendance numbers through head count estimates, ticket sales and collection, and food and drink consumption. The numbers for our 2016 event were impressive. We hosted 25 competitive cooks and 44 SCBA judges. General attendance for Friday was approximately 400, and for Saturday, 450. Canvassing at both days' events indicate

approximately 250 visitors from areas outside of Colleton County and several from outside of South Carolina (Georgia, New Hampshire and North Dakota), who attended with family members and friends to enjoy and learn about the event.

VI Duration of Project

Smoke in the 'Boro Barbeque Cook-Off will take place on Friday, March 17th (5:30 p.m. – 8 p.m., through Saturday, March 18th, 11 a.m. - 2 p.m., 2017.

VII Permits

Beer/wine permits, any required DHEC permits, and any permissions for banner display or signage will be obtained prior to the event. Event insurance for the 2 days will also be purchased.

VIII Additional Comments

The barbeque cook-off is the type of event that gains momentum through success and by word of mouth. According to our plan, *Smoke in the 'Boro* has become an annual event for Colleton County, with each year showing an increase in competitors and visitors.

The Colleton Center is a 501(c)(3) organization whose mission is to provide for the renovation and restoration of the historic Hampton Street Elementary School building and for the development of a premiere arts and civic center, serving the interests and talents of the diverse Lowcountry residents and visitors.

Operation Round Up® is a Coastal Electric Cooperative community service assistance program governed and executed by Coastal Electric Trust, Inc., a 501(c)(3) corporation. Contributions to Coastal Electric Trust are used to assist local individuals or families with special needs or requests. These needs include but are not limited to food, shelter, clothing, healthcare, education and accessibility needs. Funds, once approved, are used to pay bills or for services directly and are never given to the individual or family making the request. Coastal Electric Trust has been an active service provider in the community for over 20 years.

IX Budget

Please see attached.

X Required Attachments

- A. Secretary of State Letter
- B. Organization's latest Financial Statement/Budget of Project

Thank you!

SCBA BARBEQUE EVENT BUDGET

Smoke in the 'Boro 2017

EXPENDITURES

Meat/Pork for cookoff	\$3,500.00
Beverages (Water/beer/wine)	\$650.00
Cash Prizes, Trophies & Plaques	\$3,500.00
Advertising Local	\$3,000.00
In town banner/billboards	\$500.00
Paper/Plastic Products	\$500.00
(Includes napkins, cups, plasticware, paper towels, food boxes for judging,	
Insurance/Permit/Background checks	\$910.00
Judges	\$800.00
Advertising/portapotties/signage/other *	\$10,000.00
Total	\$23,360.00

A-TAX BREAKDOWN*

Porta-Potties	\$330.00
Out of town Advertising such as Charleston P&S/Mercury, Island Journal Scene, Orangeburg, Greenville Columbia, Savannah, Aiken	\$8,600.00
Signage/stakes/flagging	\$300.00
Misc. supplies/waters/drinks for judges	\$350.00
Printing share Posters, Postcards	\$420.00
Total	\$10,000.00



South Carolina
**LOWCOUNTRY
AND RESORT ISLANDS**
TOURISM COMMISSION

City of Walterboro Accommodations Tax Funds
Application for FY 2016-2017

PROMOTION OF WALTERBORO AND THE LOWCOUNTRY

Amount requested from City of Walterboro ATAX funds: \$14,900

Total cost of project: \$533,640

LOWCOUNTRY
& Resort Islands
TOURISM COMMISSION

Federal ID# 57-0941807

Contact:
Peach Morrison,
Executive Director

Post Office Box 615
Yemassee, SC 29945

(843) 717-3090
Fax 717-2888

Email: peach@southcarolinalowcountry.com

September 27, 2016

ACCOMMODATION TAX FUNDS REQUEST APPLICATION

DATE: 9/27/2016

I BASIC INFORMATION:

A. Project Name: Promotion of Walterboro and the Lowcountry

B. Total Amount Requested: \$14,900

C. Total Cost of Project: \$533,640

D. Applicant Information

Organization: Lowcountry & Resort Islands Tourism Commission

Federal ID #: 57-0941807

Contact Name: Peach Morrison Title: Executive Director

Address: Post Office Box 615 Yemassee, South Carolina 29945

Contact Phone: (843) 717-3090 Fax: (843) 717-2888

Email: peach@southcarolinalowcountry.com

II PROJECT NARRATIVE:

A. General Description:

The Lowcountry Tourism Commission is one of eleven similar programs across the State designated by SC-PRT and created by the General Assembly. The Commission's primary mission is the stimulation of economic growth and the development of the area's tourism industry through regional tourism promotional activities. We have implemented an award-winning, professional tourism promotion program for Walterboro and the surrounding area for over 25 years.

B. Benefit to Tourism:

The Commission benefits tourism in Walterboro and the surrounding region through an integrated marketing campaign which includes our website, social media outlets, national & regional advertising, personal contact and international distribution of promotional literature which lists Walterboro hotels, restaurants, historic sites, etc. The Commission also serves as a local fulfillment agency - responding to requests generated by advertising placed by PRT and the Commission for travel & tourism information. The Lowcountry Visitors Center &

Museum located on I-95 at Exit 33 (Point South) provides assistance and information to travelers and vacationers, and encourages tourists to visit Walterboro and its attractions.

C. Benefit to Community:

A growing industry in Walterboro is tourism and service related employment. Benefits include: wider exposure, attraction of more visitors needing accommodations and services - thereby creating more jobs, increased sales and revenues. We send visitors to Walterboro 7-days-per-week from our visitors center on I-95.

D. Tracking:

From our most recent Conversion Study, the numbers Survey Monkey reported was an average spend of our study was \$1,022 (slightly higher than the PRT reported average spend of \$822). In calculating the information provided by those who returned the survey, we had an overall conversion rate of 46% (55% through web leads). By using the number of Guidebooks requested from our office in the last fiscal year, we can conclude from the results of this study that our Commission produces a direct expenditure of \$15,932,367 from the trips taken by those who receive our Lowcountry Guidebook:

33,890 Guidebooks X 46% visits to the SC Lowcountry = 15,589

15,589 visits X \$1,022 average spend during vacation = \$15,932,367

With respect to the City of Walterboro's piece of the economic impact of our results, we calculate that we will have brought 7,483 room nights to Walterboro during the last fiscal year. Walterboro was reported as the destination of the traveler in 10% of those completing the survey. With 33,890 Guidebooks dispersed and 46% actually making a trip to the Lowcountry, that gives us 15,589 visiting parties. Of that, 10% reported Walterboro as their destination – 1,559 visiting parties staying an average of 4.8 nights = 7,483 room nights. This does NOT include those receiving our information via our web site, events newsletter, attractions brochure or social media outlets. Also, these figures are direct impact only. They do not include indirect revenue created by our local citizens who are employed by the tourism industry, by the vendors who supply goods to the industry or sales tax or hospitality taxes which are collected from those visiting guests.

The 2014 Hilton Head Island Visitor Profile, conducted by the University of South Carolina Beaufort through the research team at the Lowcountry and Resort Islands Tourism Institute under the direction of Dr. John Salazar, reported an economic spend of \$1,303 with an average stay of 4.8 night in the Hotel Lodging Segment. Therefore, we feel that our research is appropriate with respect to average spend and length of stay. We will again conduct our own Conversion Study during the months of October and November of 2016 as part of our three year cycle.

In FY 2015/2016, we were in direct contact with 53,884 guests and visitors who have requested our printed materials: 33,890 Guidebooks distributed + 5,500 Attractions Brochures distributed + 14,494 Guests at Visitors Center. Our online presence touched 103,285 viewers (at least once): 89,358 unique Web users (up 26.4% from the previous year) + 8,061 vetted and active Constant Contact email recipients (up 3.3% from the previous year) + 3,862 Facebook likes (up 30.4% from the previous year) + 945 Twitter followers (up

20.2% from the previous year) + 1,059 Pinterest followers (up 48.7% from the previous year) = 157,169. This is 8.9% higher than the total "attendance" from last year, predominately seen in our increased web presence. Our goal is to persist in our efforts optimizing each of our platforms in the marketing mix to continue this trend through FY 2016/2017.

We continue to measure our effectiveness through ongoing conversion studies, our monthly reports which determine ROI respective to media outlets, through collaboration with regional Chambers and City Tourism offices in guest profile studies and in conjunction with the Lowcountry & Resort Islands Tourism Institute and USCB. Our monthly reports track response to advertising across all platforms, guests that stop at the Frampton Plantation House, website traffic through Google Analytics and other tracking reports in Facebook, Constant, Pinterest and Twitter. We also use the tools provided through SC Parks, Recreation and Tourism and the Southeastern Tourism Society to keep abreast of the newest technology, upcoming trends and ever-changing ways to better reach our target market and influence travelers to choose Walterboro as their next destination.

E. Duration of Project: Starting Date July 1, 2016 Completion June 30, 2017

F. Permits Required: (if any) Does not apply. The Commission is the only statutorily established regional tourism entity serving Beaufort, Colleton, Hampton and Jasper counties.

G. Additional Comments:

A large portion of ATAX funds will be used to match 50/50 with Tourism Advertising Grant Funds (TAG) grants from PRT, thereby doubling the effectiveness of local accommodations tax funds used for advertising and promotion. Please also see our approved Marketing Plan in your packet.

III. BUDGET

Approved by Commission Board of Directors, June 8, 2016

Income	
Gift Shop	
Retail Sales	95,000.00
Total Gift Shop Income	95,000.00 95,000.00
Tourism Commission	
Bank	
Interest	90.00
Local ATAX	55,000.00
Local HTAX	3,000.00
State Appropriation	225,000.00
State ATAX	105,000.00

TAG 16-17	45,000.00	
Total Tourism Comm	433,090.00	433,090.00
Visitors Center & Museum		
Ad Sales	3,550.00	
Donations	2,000.00	
Total VC & M	5,550.00	5,550.00

TOTAL INCOME	533,640.00	<<
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Expense

Gift Shop

Consignments	3,000.00	
Credit Card Charges	3,000.00	
Misc	2,000.00	
Retail Merchandise	45,000.00	
Total Gift Shop	53,000.00	53,000.00

Tourism Commission

Advertising		
Advertising Other	5,000.00	
Paid Media	31,000.00	
Alarm		
System	250.00	
Annual Audit & Payroll Services	9,000.00	
Auto Insurance	550.00	
Contingency	1,000.00	
Conversion Study	500.00	
December Annual Meeting	1,000.00	
Dues & Subscriptions	4,100.00	
Electric	3,500.00	
Employee Appreciation	600.00	
Equipment/Maint.		
Replace comput, sftwr, etc	1,000.00	
Equip/Maint Contracts	1,100.00	
Exterminating	250.00	
FAM Trips / BAH	3,000.00	
Inquiry Postage	11,000.00	
Misc	1,000.00	
National Tourism Week	500.00	
Office		
Postage	500.00	
Office Supplies		
Other	2,000.00	
Stationery	500.00	
Office/Building Ins	6,600.00	

Sub-total	83,950.00	83,950.00
Payroll Taxes & Expenses:		
FT Med Benefits	13,800.00	
FT Pension	10,250.00	
Taxes - SUTA	600.00	
Taxes MCARE & SS		
(Co)	11,000.00	
Retired Employee Health Insurance	4,800.00	
Total Payroll Taxes & Expenses	40,450.00	40,450.00
Printed Materials/Literature 60m LCGB	28,400.00	
Promo & Display	0.00	
Sub-total	28,400.00	28,400.00
Salary & Wages (Gross)		
	160,850.00	160,850.00
SCATR Co-		
op	12,000.00	
Telephone Other	2,800.00	
Toll Free Number	150.00	
Trash		
Removal	690.00	
Travel		
Shows	5,000.00	
Travel/Reg/Per Diem	10,500.00	
Water Bill	300.00	
Web Site Marketing & Maintenance	68,000.00	
Sub-total	99,440.00	99,440.00
Total Tourism Commission		413,090.00
Visitors		
Center		
Alarm		
System	250.00	
Battle of Pocatigo	3,500.00	
Billboards	41,000.00	
Building Ins.	1,250.00	
Building, Fencing, Upkeep	6,000.00	
Cleaning Supplies	100.00	
Contingency	1,000.00	
Contract Grounds Maint	3,500.00	
Contract		
Labor	500.00	
Electricity	4,000.00	
Exterminating	250.00	
Groundskeeping Supplies	100.00	
Landscaping	250.00	
Misc	1,000.00	

Museum Exhibits	200.00	
Paper Products/Soap	350.00	
Signage	2,000.00	
Trash Removal	700.00	
Water Bill	600.00	
Total Visitors Center	66,550.00	66,550.00

Deposit to Funds Balance CD Account	***	0.00	1,000.00
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TOTAL EXPENSES

533,640.00

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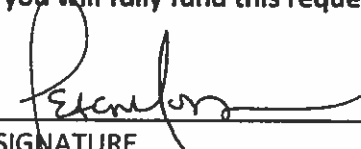
Funds granted by the City of Walterboro will be spent as follows:

National Magazine Advertising (10%)	\$ 3,100
Literature Printing (10%)	\$ 2,840
Web Site Marketing (10%)	\$ 6,800
Travel Shows (10%)	\$ 500
Inquiry Postage	\$ 760
Fireball Run	\$ 900
	<u>\$14,900</u>

Please note: For every \$1 Walterboro provides to this Project Budget, we match it with \$35.81 from other sources.

This funding allows the Commission to initiate or support tourism promotions for Walterboro and the Lowcountry which otherwise would not be possible, and results in thousands of new inquiries, new and repeat visitors, bus tour groups, international visitors, tourism jobs, income and tax revenues for the area. Over 14,494 documented visitors from all 50 states and 50 foreign countries came through our visitors center last year - viewing displays about the Colleton Museum and Farmer's Market and the South Carolina Artisans Center and picking up area information on the Rice Festival, the Downtown Criterium and other events, The Walterboro Wildlife Sanctuary and Walterboro accommodations. This year, we will print 65,000 copies of our updated Lowcountry Visitors Guidebook, which is sent to all 50 states and to nearly 50 foreign countries every year. It's distributed in all State welcome centers, the Savannah International Airport and includes 102 Walterboro tourism related business and other area attractions, sights to see, natural assets and events.

On behalf of the Commission, we greatly appreciate Walterboro's past support and hope that you will fully fund this request which we will gladly accept in quarterly payments.



 SIGNATURE

City of Walterboro Digital Funding Request 2016-2017

Project Name: Digital Advertising

Amount requested from A-tax: \$30,000

Organization Name: Walterboro Tourism Commission (DMO)

Tax ID Number: 27-0473097

Contact Name: Michelle Strickland
Tourism Director
Secretary/Treasurer Walterboro Tourism Commission

Address: 1273 Sniders Highway
Walterboro, SC 29488

Phone & fax: 843-538-4353 office
843-909-4325 cell
843-538-4356 (fax)

Email: mstrickland@walterborosc.org

Project/Event Description (narrative)

Today's traveler does most of their destination research and planning on-line. According to Miles Travel Research, a leader in the tourism industry, on-line sources of information are used by 90% of US leisure and business travelers and over 80% of all international visitors. Digital advertising is no longer a separate function in many organizations but is a fundamental part of both marketing and management.

As Walterboro continues to grow, it is important to maintain the foundation that the Walterboro Tourism Commission has established with the Walterboro Rocks and Front Porch of the Lowcountry Marketing Plans. Rather than take away from those resources, this is a request for funding dedicated exclusively to digital marketing.

WTC has already dedicated some resources to enhancing the digital experience by creating a new Tourism Landing Page within the municipal website and several new videos. Our goal now is to drive traffic to that page so that content can perform at its full potential. Without paid advertising, the new content will not be seen.



Benefit to Tourism and/or the Community

Hospitality and tourism is one of the industries that is most affected by digital development. In order to perform well and gain competitive advantages, players in the travel industry are always looking for the newest and greatest ways to reach their buyer persona and tailor their offering to their target audience.

By partnering with the state in cooperative advertising efforts, Walterboro is able to get better product placement, as well as enhanced value. By strategically planning advertising during the winter and early spring when travelers are planning their spring and summer trips, WTC has placed Walterboro in the best position for return on the investment, or conversion. The more visitor inquiries we can convert into actual trips to Walterboro, the better our conversion rate. The more trips to Walterboro, the more tourism dollars we can utilize to benefit our economy.

Budget:

It is recommended that digital marketing make up 30% of the entire marketing budget. However the return is well worth the investment. For example: Just one flight of trip advisor lasting only 2 months will deliver 157,000 impressions. That is 157,000 eyes on Walterboro, and 157,000 chances for us to draw visitors in. The possibilities with digital marketing far exceed any other advertising medium.

WTC has proposed a well developed a marketing plan, in cooperation with South Carolina Parks Recreation and Tourism, that incorporates video and static content, and utilizes search engine, site specific, and social media advertising. (proposed budget spreadsheet attached)

Digital Advertising Programs

Vendor	Flight	Dates	Impressions/Clicks	Net	Qty	Total
Goodway Group Display	Fall	Fall: 9.1.16 - 10.31.16	478,000 impressions	\$3,200		\$ -
Goodway Group Display	Winter	Winter: 2.1.17 - 3.31.17	478,000 impressions	\$3,200	1	\$ 3,200
Goodway Group Display	Spring	Spring: 4.1.17 - 5.31.17	478,000 impressions	\$3,200	1	\$ 3,200
Goodway Group SEM	Fall	Fall: 9.1.16 - 12.31.16	1,600 clicks	\$4,000		\$ -
Goodway Group SEM	Winter	Winter: 1.1.17 - 3.31.17	1,200 clicks	\$3,000	1	\$ 3,000
Goodway Group SEM	Spring	Spring: 4.1.17 - 6.30.17	1,200 clicks	\$3,000	1	\$ 3,000
Trip Advisor	Fall	Fall: 9.1.16 - 10.31.16	157,000 impressions	\$3,000		\$ -
Trip Advisor	Winter	Winter: 1.1.17 - 3.31.17	235,000 impressions	\$4,500	1	\$ 4,500
Trip Advisor	Spring	Spring: 4.1.17 - 5.31.17	157,000 impressions	\$3,000	1	\$ 3,000
Weatherbug	Fall	Fall: 9.1.16 - 10.31.16	156,000 impressions	\$2,500		\$ -
Weatherbug	Winter	Winter: 1.1.17 - 2.28.17	156,000 impressions	\$2,500		\$ -
Weatherbug	Spring	Spring: 3.1.17 - 4.30.17	156,000 impressions	\$2,500		\$ -
Southern Living	Fall	Fall: 8.1.16 - 10.31.16	222,000 impressions	\$6,000		\$ -
Southern Living	Winter	Winter: 2.1.17 - 3.31.17	148,000 impressions	\$4,000	1	\$ 4,000
Southern Living	Spring	Spring: 4.1.17 - 5.31.17	156,000 impressions	\$4,000		\$ -
Hulu	Fall	Fall: 9.1.16 - 10.31.16	225,000 impressions	\$15,000		\$ -
Hulu	Spring	Spring: 2.1.17 - 4.30.17	350,000 impressions	\$22,500		\$ -
YouTube	Fall	Fall: 8.1.16 - 9.30.16	3,333 impressions	\$1,000		\$ -
YouTube	Winter	Winter: 10.1.16 - 11.30.16	3,333 impressions	\$1,000	1	\$ 1,000
YouTube	Spring	Spring: 2.1.17 - 3.31.17	3,333 impressions	\$1,000	1	\$ 1,000
YouTube	Summer	Summer: 4.1.17 - 5.31.17	3,333 impressions	\$1,000		\$ -
Facebook	Fall	Fall: 8.1.16 - 9.30.16	265,957 impressions	\$1,000		\$ -
Facebook	Winter	Winter: 10.1.16 - 11.30.16	265,957 impressions	\$1,000	1	\$ 1,000
Facebook	Spring	Spring: 2.1.17 - 3.31.17	265,957 impressions	\$1,000	1	\$ 1,000
Facebook	Summer	Summer: 4.1.17 - 5.31.17	265,957 impressions	\$1,000	1	\$ 1,000

DSC.com Advertising Programs

Flight		Page(s)	Net	Qty	Total
Gold 100%	July - Dec 2016	Beaches, Discover, State Parks, Search, Family Vacations, Golf	\$2,000		\$ -
Gold 100%	Jan - June 2017		\$2,000	1	\$ 2,000
Gold 50%	July - Dec 2016		\$1,250		\$ -
Gold 50%	Jan - June 2017		\$1,250		\$ -
Silver 100%	July - Dec 2016	BBQ, Trip Ideas, Romantic Getaways, Hidden Gems, Festivals & Fairs, Outdoor Attractions, Heritage	\$1,500		\$ -
Silver 100%	Jan - June 2017		\$1,500		\$ -
Silver 50%	July - Dec 2016		\$1,000		\$ -
Silver 50%	Jan - June 2017		\$1,000		\$ -
Bronze 100%	July - Dec 2016	Uniquely SC Food, Welcome Centers, Music & Arts Festivals, Recreation, Entertainment, Seafood, Family Events, Museum & Arts Attractions, Hotels & Motels, Shopping, B&Bs and Historical Inns, Vacation Rentals, Campgrounds & RV Parks, Nature Events, Sports Events, Fine Dining, Charleston, Columbia, Greenville, Hilton Head, Myrtle Beach, States	\$1,000		\$ -
Bronze 100%	Jan - June 2017		\$1,000		\$ -
Bronze 50%	July - Dec 2016		\$600		\$ -
Bronze 50%	Jan - June 2017		\$600		\$ -

Out of Home Advertising Programs

Flight	Dates	Impressions	Net	Qty	Total
OOH Digital Billboard	Fall	8.1.16 - 9.25.16	TBD		\$ -
OOH Digital Billboard	Winter	10.31.16 - 12.25.16	TBD		\$ -
OOH Digital Billboard	Spring	1.30.17 - 3.26.17	TBD		\$ -
OOH Digital Billboard	Summer	4.10.17 - 6.4.17	TBD		\$ -

Total Net Cost					\$ 30,900
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Walterboro City Council
242 Hampton Street
Walterboro, SC 29488

Dear Members,

Hope this memo finds all doing well

I just want to say how wonderful the staff has been with getting this event ready!

We just sent some pictures of the tall order bicycle that we would like to place in front of the veterans fountain on Tuesday or Wednesday November 8 or 9 and remove on Monday November 14

We would like to decorate with fall theme, potted mums in orange and yellow and maybe some hay or straw and some stick figures.

Can we please have permission to earn this placement?

Warmly

Charles Fox
Volunteer event coordinator

www.FestiVELO.org

3005 W Montague Ave, Charleston, South Carolina 29418

Charles@Festivelo.org

(843) 303-3334 (cell)

(843) 740-7206 (fax)





WALTERBORO-COLLETON
CHAMBER OF COMMERCE

Mayor Young
Walterboro City Council
242 Hampton Street
Walterboro, SC 29488
RE: Turkey Trot

Mayor Young and City Councilmen,

On November 24, 2016 The Walterboro-Colleton Chamber of Commerce would like to host the annual Turkey Trot 5k run/walk and a 1 mile fun run.

The event will last from 8:00 – 9:30 A.M. The race will start by the Sheriff's annex building, go down Klein Street entering into the Walterboro Wildlife Sanctuary, continuing through the sanctuary turning left onto Washington Street, passing over Ireland Creek turning right onto Ivanhoe Road, Ivanhoe Road turning right onto Jefferies Blvd., crossing over Ireland Creek Bridge and turning right onto Ireland Hills Drive, continuing on Ireland Hills Drive turning right onto Washington Street. This is where the race will end. Jeffrey Herndon is heading up this event for the WCCC. We appreciate you taking the time to consider this race for our community.

Regards,

Jeremy Ware
President
Walterboro-Colleton
Chamber of Commerce

October 10, 2016

Dear Mayor and City Council:

On behalf of The Colleton County Arts Council, I respectfully request permission to host the Annual Santa Sprint run On December 3rd in the Walterboro Wildlife Sanctuary.

Please note the details to follow:

1. Sponsored by The Colleton County Arts Council
2. Proposed Date: December 3, 2016
3. Time: 8-10am.
4. Proposed Route: See attachment
5. Estimated participants: 100
Open to everyone
\$20 per person in advance. \$25 day of race.

The event is to raise funds for art supplies for the many art classes. This helps keep the class cost affordable for students.

For further information, please contact Kim Bridge, CCAC Director at 549-1922.

Thank you.

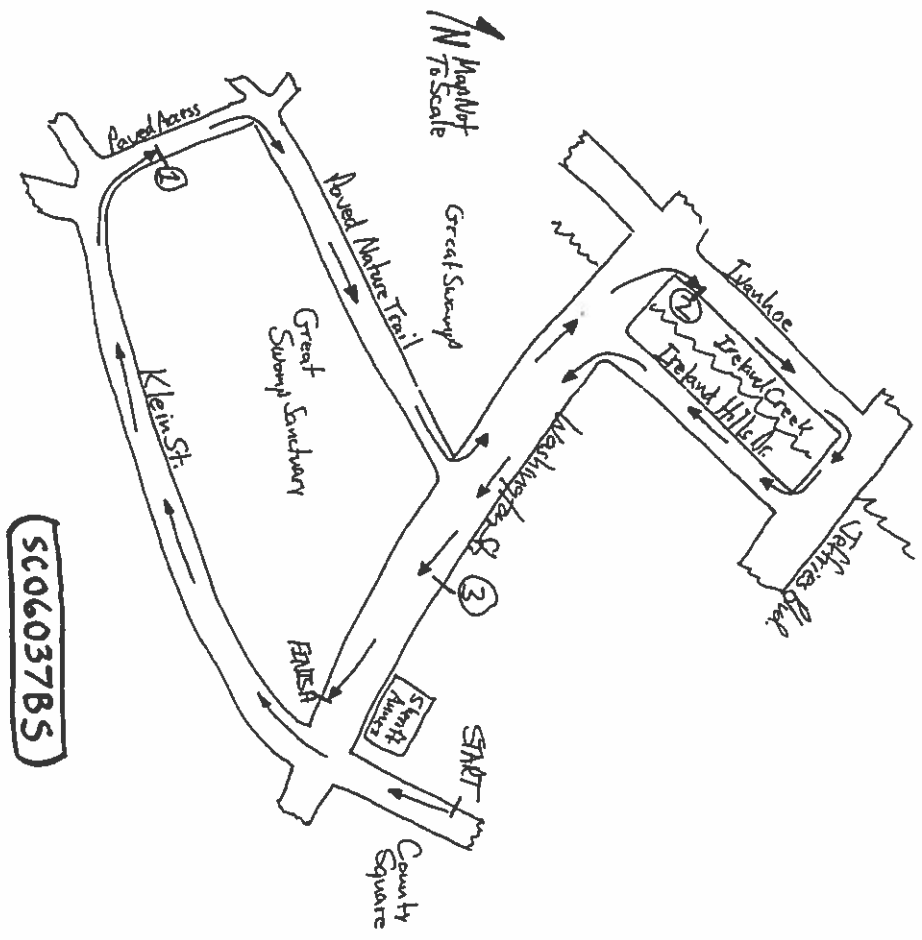
A handwritten signature in black ink that reads "Kim Bridge". The signature is written in a cursive, flowing style.



Great Swamp Sanctuary 5KM Walterboro, S.C.

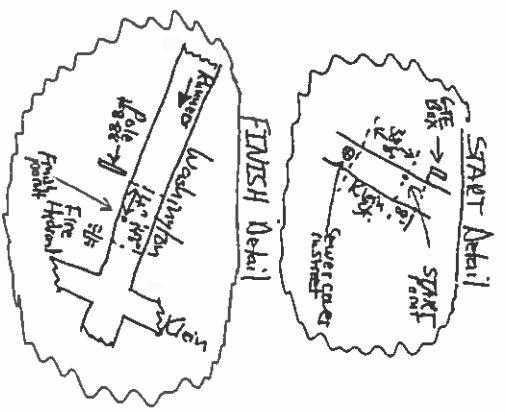
Location of Key Points

- START:** On Klein St. in the County Square. Point is 38' Northeast of a sewer cover in street and 8' Southwest of GTE cable box #120267 P225
- MILE 1:** On Access trail from Matfield Park Parking Lot. Point is 346' Northwest of parking lot.
- MILE 2:** On Ibauloe beside Ireland Creek. Point is 89' Northeast of Washington St.
- MILE 3:** On Washington St. near County Maintenance building. Point is 17'10" Northeast of SCEIG Pole #172102 and 200' Southwest of a GTE Bundled Cable Box.
- FINISH:** On Washington St. Point is 4'6" Northwest of a fire hydrant and 4'8" Southwest of GTE Pole #8-88.



Course Measured by: Danny White (RMS)
10-16-06

SC06037BS





The Front Porch of the Lowcountry

Walterboro

October 25, 2016

Walterboro City Council
242 Hampton Street
Walterboro, SC 29488

Re: Holiday Festival Activities

Dear Mr. Mayor and City Council,

The Walterboro Tourism Commission is excited to sponsor the 1st Annual *Rock-IN the Holidays* advertising campaign, featuring several community events combined into one weekend package. As part of this holiday initiative, we would like to provide more activities for our citizens and tourists surrounding the Tree Lighting Ceremony and Christmas Parade on Sunday December 4th from 2pm until the conclusion of the parade.

This letter is a formal request to reserve the City Parking lot for festive holiday vendors and activities, including, but not limited to:

- A food vendor with funnel cakes and fried oreos (hot chocolate and coffee depending on the weather)
- A vendor with glow in the dark necklaces and bracelets
- A holiday train ride for kids
- A carnival slide
- Holiday music
- Face Painting

Thank you for your consideration.

Sincerely,

Michelle Strickland, Tourism Director
843-538-4353
mstrickland@walterborosc.org

Whitlee Hill

397 Croshil Lane
Ruffin, SC 29475
(843) 217-3592

September 29, 2016

Walterboro City Council
242 Hampton Street
Walterboro, SC 29488

Re: Sarah Cole's Cancer Crasher 5K race

Dear Mayor and City Council:

As many of you may know, my niece Sarah Cole Hardy has been battling a brain tumor since her first birthday. To increase awareness of childhood cancer and raise money for pediatric cancer research, my family would like to host a 5k event on March 25, 2017 from 9:00 a.m. until 12:00 p.m. All proceeds will go to MUSC Children's Hospital.

We respectfully request City Council's approval on several items:

- The race route will be the same as the route used for the annual Rice Run. We request appropriate road closures during the race.
- Please allow the use of 18"x24" event directional signs for the event.

Thank you for your support of this worthy cause. Please let me know if you have any questions or need any additional information.

Sincerely,

Whitlee Hill

Sarah Cole Hardy Cancer 5K Run
Route

Starts on Washington Street at Canady Agency
Across Jefferies down Hargo Hill
Turn Left Woodlawn Street
Turn left on Churchill Road
Turn Right on Camelia
Turn Right on Ireland Hills Road
Turn Right onto Forest Hills Road
Turn Right onto Ivanhoe Road
Turn Left onto East Washington Street
Ending at intersection of East Washington and Jefferies