

ORDINANCE NO. 2009- 1

AN ORDINANCE AMENDING SECTION 24-4.4 OF THE ZONING ORDINANCE OF THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA

WHEREAS, the City has instituted a progressive annexation policy, and

WHEREAS, property being annexed has either been developed prior to the adoption of zoning by the County of Orangeburg, its present zoning classification is not compatible with the Comprehensive Plan of the City of Orangeburg, or its use is not in the public interest of the citizens of the City of Orangeburg, and

WHEREAS, it is the intent of the City of Orangeburg that annexed property be developed in accordance with its Comprehensive Plan and Zoning Ordinance thus requiring that City Council has discretionary authority in said matters.

NOW, THEREFORE, BE IT ORDAINED BY CITY COUNCIL DULY ASSEMBLED, that for the proposes stated above Section 24-4.4 of the Zoning Ordinance of the City of Orangeburg, State of South Carolina is hereby amended and after amendment shall read as follows:

"Section 24-4.4 Zoning Annexed Property.

All territory, which may hereafter be annexed into the City of Orangeburg, shall be zoned A-1 unless at the time the application for annexation is filed the applicant(s) request an alternative zoning classification or City Council rules otherwise. A request for alternate zoning classification shall be forwarded to the Planning Commission for review and recommendation to City Council as to the applicant's request and the type of zoning to be attached to the area to be annexed. The City Council, at the time it rules on annexation, shall zone the property being annexed as a whole or individually by parcel after consideration of the recommendations of the Planning Commission, public hearing comments and the purposes of zoning contained in Section 24-3 of the Zoning Ordinance."

DONE AND RATIFIED BY THE CITY OF ORANGEBURG, STATE OF

SOUTH CAROLINA

THIS 7TH DAY OF APRIL, 2009.



ATTEST:

City Clerk

Mayer

Members of Council

**AN ORDINANCE AMENDING THE GENERAL TERMS AND CONDITIONS OF THE
DEPARTMENT OF PUBLIC UTILITIES**

WHEREAS, in the year 1927 City Council adopted a policy permitting the owner of property located partly within and partly without the corporate limits of the City of Orangeburg to receive utilities from its Department of Public Utilities at "in-city rates" provided the owner paid city property taxes on the entire parcel of land; and

WHEREAS, with the passage of time the City has discovered that owners of property located partly within and partly without the corporate limits of the City of Orangeburg are receiving utility services at "in-city rates", but are not on the property tax rolls of the City; and

WHEREAS, the City deems it necessary to amend said policy in order that all utility classifications are paying non-discriminatory, uniform rates, and

WHEREAS, it is the present policy of the City that property located in the unincorporated areas of the County of Orangeburg must sign an annexation covenant prior to receiving water and wastewater services, and

WHEREAS, the City has discovered that a property owner may circumvent certain provisions of this annexation policy by partition of property and wishes to prevent said circumvention.

NOW, THEREFORE, BE IT ORDAINED BY CITY COUNCIL DULY ASSEMBLED, that the General Terms and Conditions of the Department of Public Utilities dated November 6, 2002 and amended by Ordinances dated March 20, 2007, March 4, 2008 and July 15, 2008 are further amended by amending Section IV, C. Water, sub-section 1. d, Section IV, D. Wastewater, sub-section 1., d, and Section VII, A. General, sub-section 4 and after amendments shall read as follows:

"Section IV, C., Water, 1. d. No water taps shall be made in now existing unincorporated areas of Orangeburg County for the purpose of providing water until the owner or owners of said premises agree by annexation covenant for said premises and all property of an owner adjoining said premises to be annexed into the corporate limits of the City of Orangeburg at such time as said property and premises may be annexed under the statutory laws of the State of South Carolina. For purposes of this section "owner" shall include any entity owning adjoining property in which the owner or owners of the premises being served have an ownership interest or any member of the immediate family of such owner or owners having an ownership interest in adjoining property."

"Section IV, D., Wastewater, 1. d. No wastewater taps shall be made in now existing unincorporated areas of Orangeburg County for the purpose of providing wastewater until the owner or owners of said premises agree by annexation covenant for said premises and all property of an owner adjoining said premises to be annexed into the corporate limits of the City of Orangeburg at such time as said property and premises may be annexed under the statutory laws of the State of South Carolina. For purposes of this section "owner" shall include any entity owning adjoining property in which the owner or owners of the premises being served have an ownership interest or any member of the immediate family of such owner or owners having an ownership interest in adjoining property."

" Section VII, A., General, All bills rendered will cover service for a period of approximately one (1) month prior to the billing date, except that any service connected prior to the usual meter reading date will be billed on the appropriate schedule for the service actually rendered; but in no case less than the scheduled monthly service charge and/or minimum. The Department at its sole discretion shall determine the appropriate rate schedule by which a Customer shall be billed. A Customer owning a parcel of property partly within and partly without the corporate limits of the City of Orangeburg shall be billed for utility services at "outside-city rates."

DONE AND RATIFIED BY THE CITY OF ORANGEBURG, STATE OF
SOUTH CAROLINA THIS 7th DAY OF APRIL, 2009.



Paul G. Mims
Mayor

James H. Haire
Lyndia L. F. F. F.

Charles E. Bannett

Jayell W. Rhoney
Chris J. J.

Members of Council

ATTEST: Carol W. Johnson
City Clerk

City Ordinance

2009-3

Cancelled

ORDINANCE NO. 2009-4

ORDINANCE TO AMEND SECTION 24-4.1, DISTRICT BOUNDARIES AND MAPS OF THE CODE OF ORDINANCES OF THE CITY OF ORANGEBURG AND THE ZONING MAP OF THE CITY OF ORANGEBURG, SOUTH CAROLINA.

WHEREAS, pursuant to section 24-12.1(b)(a) of the Zoning Ordinance of the City of Orangeburg, South Carolina, a petition has been made for an amendment of said Ordinance and Map; and,

WHEREAS, proper notice of the Public Hearing for proposed Zoning Map amendment has been duly published in accordance with Section 24-12.5 and the property has been duly posted in accordance with Section 24-12.6 of said Zoning Ordinance; and,

WHEREAS, the City Council of the City of Orangeburg has reviewed said petition and the recommendation of the Planning Commission and finds that it is in the best interest of the City of Orangeburg to grant the petition.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Orangeburg, State of South Carolina, in Council duly assembled, and by the authority of same that the Zoning Map of the City of Orangeburg is hereby amended by changing the classification of the below described property from "A-2 Multi-Unit Residential District" to "O-1, Office Institutional Residential District".

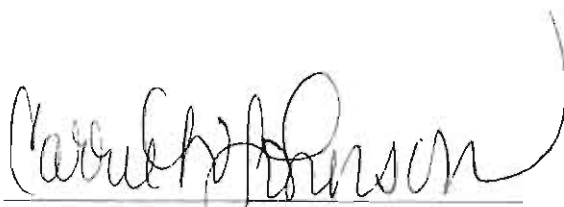
BE IT FURTHER ORDAINED that this amendment shall be effective as of the date of this Ordinance and the Zoning Administrator is hereby directed to amend the Zoning Map of the City of Orangeburg to reflect the above within seven (7) days of the adoption of this ordinance.

Description of Property:

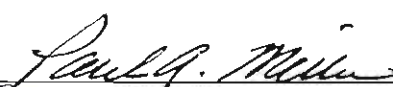
All that certain piece, parcel or lot of land, with all buildings and improvements thereon, situate, lying and being on the north side of Whitman Street, in the City of Orangeburg, School District #5, Orangeburg county, South Carolina, being bounded and measuring as follows; On the South by Whitman Street for a distance of 85.4 feet; on the West by lot now or formerly of T.M. and Corrie Lee Hall for a distance of 231.6 feet; on the North by lot now or formerly of Nell S. Sullivan for a distance of 81.6 feet; and on the East by lot of Catherine F. and T. T. Jeffords for a distance of 260.0 feet and further described on that certain plat prepared by Donald J. Smith, R.L.S. 9764, entitled "Plat of Survey Prepared for: Clinton Broomfield" dated September 25, 2001, and recorded October 8, 2001, in the Orangeburg County Register of Deeds office in Book 785, at Page 159. Said lot has such size, shape, metes, bounds, buttings and dimensions as will by reference to said plat more fully appear. TMP# 0173-14-07-012

DONE AND RATIFIED BY THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA THIS 16TH DAY OF JUNE 2009.

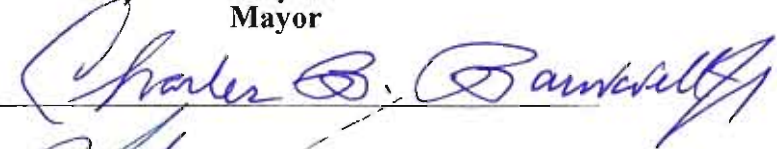





City Clerk



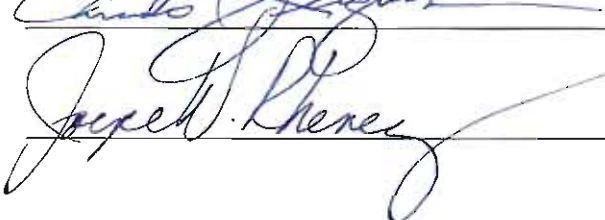
Mayor



Council Member



Council Member



Council Member

Members of Council

ORDINANCE NO. 2009-5

AN ORDINANCE TO ANNEX THE WITHIN DESCRIBED PROPERTY INTO THE CITY OF ORANGEBURG, SOUTH CAROLINA

WHEREAS, a proper petition has been filed with the City Council by the property owner Kinder Hillcrest, LLC., St. Matthew Road, TMP# 0174-14-01-010 and TMP# 0174-14-07-027, being 100 percent of the freeholders owning 100 percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Orangeburg by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code Section§ 5-3-150 (3); and,

WHEREAS, it appears to Council that annexation would be in the best interest of the property owner and the City of Orangeburg; and,

WHEREAS, notice and public hearing requirements of S.C. Code Section § 5-3-150 (3) have been complied with.

The property is designated as follows on the City/County tax maps:

Parcel "A"-All that certain piece, parcel or tract of land, together with al improvements thereon, situate, lying and being in School District # 5 (outside), Orangeburg Township, County of Orangeburg, State of South Carolina, containing 1.99 acres, more or less, and being more particularly shown and delineated as "Parcel A", on a plat prepared by Donald J. smith, Jr., Inc., entitled "Plat of Survey prepared for Hillcrest Apartments, LLC & Arnold Bernstein, County of Orangeburg, South Carolina" dated March 11, 2003, revised April 21, 2003 and recorded in the Office of the Register of Deeds for Orangeburg County in Plat Book C-94, at Page 002. Said lot having such size, shape, dimension, buttings and bounding as will by reference to said plat more fully and at large appear. TMP# 0174-14-01-010

Parcel "B"- All that certain piece, parcel or tract of land, together with all improvements thereon, situate, lying and being in School District #5 (outside), Orangeburg Township, County of Orangeburg, State of South Carolina, containing 0.49 acres, more or less, and being more particularly shown and delineated as "Parcel B", on a plat prepared by Donald J. smith, Jr., Inc., entitled "Plat of Survey prepared for Hillcrest Apartments, LLC & Arnold Bernstein, County of Orangeburg, South Carolina," dated March 11, 2003, revised April 21, 2004, and recorded in the office of Register of Deeds for Orangeburg County in Plat Book C-294, at Page 001. Said lot having such size, shape, dimensions, buttings and bounding as will by reference to said plat more fully and at large appear. Being a potion of the same property conveyed to the Grantor herein by Deed of Kenneth L. Garrick and Bennie e. Garrett dated June 12, 1984 and recorded in the Office of the Register of Deeds for the County of Orangeburg, In Book 496 at Page 391. TMP# 0174-14-07-027

The property shall be zoned **"A-2 Multi Family Residential District"** pending confirmation or rezoning pursuant to the Zoning Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Orangeburg, South Carolina, this 2nd day of June, 2009, that the property herein described in hereby annexed to and becomes a part of the City of Orangeburg effective June 3, 2009.



Attest:

Carrie H. Johnson

City Clerk

Sam Q. Miller
MAYOR
James W. Cheney
Charles B. Bantam
Chris Jones
James H. Hane
David A. Hane

ORDINANCE NO. 2009-6

AN ORDINANCE TO ANNEX THE WITHIN DESCRIBED PROPERTY INTO THE CITY OF ORANGEBURG, SOUTH CAROLINA

WHEREAS, a proper petition has been filed with the City Council by the property owner South Carolina Healthcare Facilities, LLC., at 1748 St. Matthews Road, TMP # 0174-14-06-007, being 100 percent of the freeholders owning 100 percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Orangeburg by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code Section § 5-3-150 (3); and,

WHEREAS, it appears to Council that annexation would be in the best interest of the property owner and the City of Orangeburg; and,

WHEREAS, notice and public hearing requirements of S.C. Code Section § 5-3-150 (3) have been complied with.

The property is designated as follows on the City/County tax maps:

All that certain piece, parcel or tract of land with any improvements thereon situate, lying and being in Consolidated School District # 5, County of Orangeburg, State of South Carolina containing .72 acre and being set forth and shown on a plat thereof prepared for S.C. Healthcare Facilities by Edisto Engineers and Surveyors, Inc., approved by Clifton H. Harper R.L.S. dated March 25, 2008 and recorded in the Office of the Register of Deeds for the County of Orangeburg, State of South Carolina in Plat Book D103 at page 8 and having the following boundaries and measurements; Northeast by property of Decatur Properties, LLC 207.64 feet; East by property of J.F. Cleckley & Co. 126.19 feet; Southwest by property of J. F. Cleckley & Co. 162.34 feet; and West by the right-of-way of St. Matthews Road (S-38-94) and measuring thereon 263.34 feet.

Being the same property conveyed to J. & A. Investments, a SC General Partnership by deed of John W. Bruner, Jr. dated April 22, 1997 and recorded in the Office of the Register of Deeds for the County of Orangeburg, State of South Carolina in Deed Book 643 at Page 291 and by deed of Virgil S. Bruner dated April 22, 1997 and recorded in the Office of the Register of Deeds for the County of Orangeburg, State of South Carolina in Deed Book 643 at page 295. TMP# 0174-14-06-007

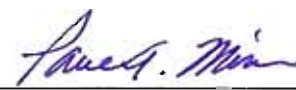
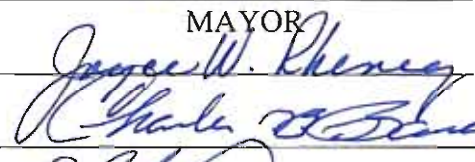
The property shall be zoned **"B-1 General Business District"** pending confirmation or rezoning pursuant to the Zoning Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Orangeburg, South Carolina, this 2nd day of June 2009, that the property herein described in hereby annexed to and becomes a part of the City of Orangeburg effective June 3, 2009.



Attest:


City Clerk


MAYOR




ORDINANCE NO. 2009-7

AN ORDINANCE TO AMEND THE MUNICIPAL DISTRICT MAP DATED NOVEMBER 6, 2001, FOR THE PURPOSE OF ADDING NEWLY ANNEXED CITY PROPERTY TO MUNICIPAL COUNCIL DISTRICT TWO (2)

WHEREAS, the City of Orangeburg annexed the properties, as described herein below, into the corporate limits of the City of Orangeburg by Ordinance No.2009-5, and Ordinance No. 2009-6, dated June 3, 2009, and;

WHEREAS, it is necessary that the annexed area be included in one of the six (6) Municipal Council Districts, and;

NOW, THEREFORE, BE IT ORDAINED, by City Council duly assembled, that the Municipal District Map dated November 6, 2001 is amended by making the following additions to District 2.

Annexed Properties:

Parcel "A"-All that certain piece, parcel or tract of land, together with all improvements thereon, situate, lying and being in School District # 5 (outside), Orangeburg Township, County of Orangeburg, State of South Carolina, containing 1.99 acres, more or less, and being more particularly shown and delineated as "Parcel A", on a plat prepared by Donald J. Smith, Jr., Inc., entitled "Plat of Survey prepared for Hillcrest Apartments, LLC & Arnold Bernstein, County of Orangeburg, South Carolina" dated March 11, 2003, revised April 21, 2003 and recorded in the Office of the Register of Deeds for Orangeburg County in Plat Book C-94, at Page 002. Said lot having such size, shape, dimension, buttings and bounding as will by reference to said plat more fully and at large appear. TMP# 0174-14-01-010

Parcel "B"- All that certain piece, parcel or tract of land, together with all improvements thereon, situate, lying and being in School District #5 (outside), Orangeburg Township, County of Orangeburg, State of South Carolina, containing 0.49 acres, more or less, and being more particularly shown and delineated as "Parcel B", on a plat prepared by Donald J. Smith, Jr., Inc., entitled "Plat of Survey prepared for Hillcrest Apartments, LLC & Arnold Bernstein, County of Orangeburg, South Carolina," dated March 11, 2003, revised April 21, 2004, and recorded in the office of Register of Deeds for Orangeburg County in Plat Book C-294, at Page 001. Said lot having such size, shape, dimensions, buttings and bounding as will by reference to said plat more fully and at large appear. Being a portion of the same property conveyed to the Grantor herein by Deed of Kenneth L. Garrick and Bennie E. Garrett dated June 12, 1984 and recorded in the Office of the Register of Deeds for the County of Orangeburg, In Book 496 at Page 391. TMP# 0174-14-07-027

All that certain piece, parcel or tract of land with any improvements thereon situate, lying and being in Consolidated School District # 5, County of Orangeburg, State of South Carolina containing .72 acre and being set forth and shown on a plat thereof prepared for S.C. Healthcare Facilities by Edisto Engineers and Surveyors, Inc., approved by Clifton H. Harper R.L.S. dated March 25, 2008 and recorded in the Office of the Register of Deeds for the County of Orangeburg, State of South Carolina in Plat Book D103 at page 8 and having the following boundaries and measurements; Northeast by property of Decatur Properties, LLC 207.64 feet; East by property of J.F. Cleckley & Co. 126.19 feet; Southwest by property of J. F. Cleckley & Co. 162.34 feet; and West by the right-of-way of St. Matthews Road (S-38-94) and measuring thereon 263.34 feet.

Being the same property conveyed to J. & A. Investments, a SC General Partnership by deed of John W. Bruner, Jr. dated April 22, 1997 and recorded in the Office of the Register of Deeds for the County of Orangeburg, State of South Carolina in Deed Book 643 at Page 291 and by deed of Viri S. Bruner dated April 22, 1997 and recorded in the Office of the Register of Deeds for the County of Orangeburg, State of South Carolina in Deed Book 643 at page 295. TMP# 0174-14-06-007

BE IT FURTHER ORDAINED, that upon passage of this Ordinance, the City Administrator is hereby directed to submit said annexation and district assignments to the United States Department of Justice for approval.

DONE AND RATIFIED by City Council for the City of Orangeburg, State of South Carolina, in Council duly assembled this 16th day of June 2009.



Attest:

Carrie Johnson

Paul G. Miller
Mayor
Samuel Haire
Sandra L. Ristes
Charles B. Bunnell
John W. Bruner
James H. Phene



ORDINANCE NO. 2009-8

AN ORDINANCE AMENDING THE PERSONNEL HANDBOOK OF THE CITY OF ORANGEBURG, SOUTH CAROLINA, FOR THE PURPOSE OF ADOPTING NEW FEDERAL REGULATIONS REGARDING THE FAMILY MEDICAL LEAVE ACT (FMLA).

WHEREAS, the City of Orangeburg by its City Council may have in the past approved, ratified, adopted or otherwise enacted various personnel policies, employee handbooks or other ordinances governing employment practices and;

WHEREAS, the City of Orangeburg wishes to ratify proposed revisions to its Family Medical Leave Policy.

NOW THEREFORE BE IT ORDAINED BY CITY COUNCIL DULY ASSEMBLED, this day of 2nd day of June, 2009 that the Personnel Handbook be amended in the administration of Family Medical Leave.

BE IT FURTHER ORDAINED, that Section 6 entitled FAMILY AND MEDICAL LEAVE ACT (FMLA) of the City of Orangeburg Personnel Handbook be amended and will read as follows:

6. FAMILY AND MEDICAL LEAVE ACT (Applies Only to Employees Employed 12 Months Or Longer And Who Have Worked 1250 Hours or More in the Preceding 12 Months, Both Prior to Commencement of Leave.)

General: Employees who meet the length of service and hours worked requirement described above have rights under the Family and Medical Leave Act. As a general rule, employees must request leaves of absence under this law and policy, but in appropriate situations, employees may be placed on leave status without application.

Reason for Leave of Absence

1. Medical and Family Leave. An eligible employee may be entitled to a leave of absence under this law and policy if a serious health condition, including disability resulting from an on-the-job injury, prevents the employee from being able to perform his job, if the employee's spouse, child or parent has a serious health condition and the employee must be absent from work in order to care for that relative, or to care for a natural child, adopted child, or formally placed foster child, provided that entitlement to leave to care for a child who is newly born or newly received in the employee's household shall end 12 months after a natural child is born or 12 months after an adopted or foster child is received in the employee's household.

2. Military Caregiver Leave. An eligible employee whose spouse, parent, child or next-of-kin is a covered service member of the Armed Forces of the United States may be entitled to leave of absence to care for the service member if he is injured while on active duty.

3. Qualifying Military Exigency Leave. An eligible employee whose spouse, parent or child is a member of the National Guard or Reserves of the U.S. Armed Forces and is on active duty or called to active duty in federal service may be entitled to a leave of absence due to one or more qualifying exigencies arising out of the active duty or call to active duty.

Qualifying exigencies are: (1) Short-notice deployment (*i.e.*, notice of 7 days or less); (2) Military events and related activities; (3) Childcare and school activities (regular or routine childcare by the employee does not count); (4) Financial and legal arrangements; (5) Counseling; (6) Rest and recuperation; (7) Post-deployment activities; and (8) Additional activities not encompassed in the other categories, but agreed to by the employer and employee.

Proof of need for leave of absence may be required regardless of the type of leave taken.

Length of Leave

1. Medical and Family Leave. An eligible employee may take the equivalent of a total of 12 work weeks of leave during any 12 consecutive months for his own serious health condition, that of a parent, spouse or child, or to care for a newly born or newly received child. Leave to care for a newly born or newly received child must be taken consecutively. Leave required because of the employee's own serious health condition or that of a spouse, child, or parent, may be taken intermittently or by means of a modified work schedule when necessary.

2. Military Caregiver Leave. Leave to care for an injured service member may be taken for up to 26 work weeks in a single 12 month period. Any leave taken by the employee for any other FMLA-qualifying reason will count against the 26 weeks of leave permitted to care for an injured service member.

3. Qualifying Military Exigency Leave. Leave taken because of a qualifying exigency is available for up to 12 work weeks in any 12 consecutive months. Leave taken because of a short notice deployment is limited 7 days from the date of notice, and leave taken to be with the service member during periods of rest and recuperation are limited to 5 days per period of rest and recuperation. Leave taken to attend post-deployment activities must be taken within 90 days of the end of active duty service.

Coordination of Leave and Paid Time Off

An employee who must be absent for an FMLA-qualifying reason will be paid for time lost from work from accrued paid time off balances, if any. Leave taken under this policy counts towards the employee's 12 weeks of leave (or 26 weeks, where appropriate) regardless of whether all or part of the employee's leave is paid.

Effect of Leave on Accrual of Fringe Benefits

1. Health benefit plan. Employees taking leave under this policy must continue to pay their portion of health benefit plan premiums on the same date that such portion of premiums would be deducted from the employee's wages.

2. Accrual of paid leave. Unpaid time lost from work due to leave granted under this policy is not considered time worked for the purpose of accrual of paid time off.

Employee Responsibility

Employees who request leave under this policy must give 30 days advance notice or such lesser amount of notice as is possible in the particular circumstances. When the need for leave is unforeseeable, the employee must follow the normal procedure for reporting an absence.

Termination of Leave of Absence

A leave of absence under this policy will end when the need for the leave of absence ends, or when the maximum leave described above has been taken, whichever occurs sooner.

Reinstatement

At or before the conclusion of the FMLA leave of absence the employee is entitled to reinstatement to his former position or to a position equivalent to his former position. The employee must demonstrate that he is fit for duty and must give reasonable notice of intent to return to work.

Extension of Leave Without Benefits

An employee who is unable to perform the duties of his position due to his own disability and who has exhausted his entitlement to leave under the Family and Medical Leave Act by taking 12 consecutive weeks of leave may, in the discretion of the City Administrator or the Manager of the Department of Public Utilities, upon written application, be granted up to an additional 14 weeks of leave. This additional leave of absence does not entitle the employee to reinstatement or to payment of any portion of his health benefit plan premiums. If the employee is able to return to work prior to the exhaustion of his extended leave, he may be returned to his previous position if it is vacant and is to be filled, or to some other position of equal or lesser compensation for which he is qualified and where there is a vacancy to be filled. If the employee is not returned to active employment, he may be continued on extended leave of absence status until he is returned to active duty status or his extended leave of absence expires, whichever occurs sooner.

Employees who have exhausted their FMLA leave under other circumstances, but who continue to require leave which would qualify for FMLA leave if such leave had not been exhausted, may apply for an extended leave of absence for personal reasons. Such extended leaves are granted only in the discretion of the City Administrator or Manager of the Department of Public Utilities.

Automatic Termination of Employment

An employee's employment will automatically terminate if he does not return to full active employment status at the conclusion of his leave of absence or extended leave of absence.

Special Situations

1. Spouses. When both a husband and a wife are employed, their combined right to a leave of absence because of the birth or placement of a child, or to care for a newly born or placed child or to care for a parent with a serious health condition is 12 weeks in a 12 month period, or 26 weeks in a single 12 month period to care for an injured service member.

2. Key Employees (salaried employee in highest paid 10% of all employees). Such employees may be denied reinstatement rights if reinstatement would cause substantial and grievous economic injury to operations.

Notice of Rights

Federal law requires that we provide you with the notice of your rights that appears on the following page.

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition, or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block.

Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

DONE AND RATIFIED BY THE CITY OF ORANGEBURG, SOUTH CAROLINA, THIS
14th DAY OF JULY, 2009.

Paul S. Miller
Mayor

Sam Hane
Lynda R. Hutto

Charles S. Banks

Chris Dyer
James D. Cherry

Members of Council

ATTEST:

Carrie M. Johnson
City Clerk



ORDINANCE NO. 2009-9

AN ORDINANCE TO ANNEX THE WITHIN DESCRIBED PROPERTY AS GLENFIELD APARTMENTS, TMP# 0174-13-05-001, INTO THE CITY OF ORANGEBURG, SOUTH CAROLINA

WHEREAS, a proper petition has been filed with the City Council by the property owner Glenfield, A Limited Partnership., for the parcel on Columbia Road know as Glenfield Apartments, TMP 0174-13-05-001, being 100 percent of the freeholders owning 100 percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Orangeburg by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code Section§ 5-3-150 (3); and,

WHEREAS, it appears to Council that annexation would be in the best interest of the property owner and the City of Orangeburg; and,

WHEREAS, notice and public hearing requirements of S.C. Code Section § 5-3-150 (3) have been complied with.

The property is designated as follows on the City/County tax maps:

The territory to be annexed is described as follows

All that piece, parcel or tract of land situate, lying and being in Orangeburg County, South Carolina, located immediately North of the incorporated limits of the City of Orangeburg, lying East of US Route 21, Orangeburg County, State of South Carolina, measuring and containing Seven and Nine Hundred Eighty Three One Thousandths (7.983) acres (347,739.48 Square Feet), being generally bound to: North and East by properties of Dewitt H. Wannamaker, to the South by lands now or formerly the property of the Rhoad Estate and by the Eastern right-of-way of US Route 21 to the West. Commencing at the intersection of the centerline of Rhoad Street and the Eastern right-of-way of US Hwy 21; thence approximately Two Hundred and Sixty (260) feet more or less, measured Northward along the Eastern right-of-way line of US Route 21 to Point A, the point of the beginning, an iron pin located on the centerline of an existing canal separating the former properties of Dewitt H. Wannamaker and Rhoad; thence North 08 degrees 42 minutes 51 seconds East along the Eastern right-of-way of US Route 21, a distance of Six Hundred Nine and Forty Three One Hundredths(609.43) feet to Point B, an iron pin; Thence South 80 degrees 08 minutes 40 seconds East a distance of One Hundred Seventy Two and Seventy Nine One Hundredths (172.79) feet to Point C, an iron pin; Thence South 68 degrees 08 minutes 19 seconds East a distance of Four Hundred Eighty Three and Thirty Six One Hundredths (483.36) feet to Point D, an iron pin; Thence South 00 degrees 17 minutes 43 seconds East a distance of Three Hundred Thirty Eight and Twenty Three One Hundredths (338.23) feet to Point E, and iron pin located in the center of an existing canal. The Center of said existing canal being the southern property line of the tract being described herein; thence South 85 degrees 37 minutes 10 seconds West along a transverse line lying immediately North of the Centerline of the existing canal, a distance of Seven Hundred Fifteen and No One Hundredths (715.00) feet to Point A the Point of the Beginning.

The Said tract of land is a portion of that shown on a Plat prepared by S.D. Moss, RLS, entitle "Plat" representing 19.0 acres, more or less, of lands located about two miles North of Orangeburg, South Carolina, calculated and platted for Dewitt H. Wannamaker, January 22, 1952," recorded January 22, 1952, in the Orangeburg County Court House

This conveyance is made subject to the conditions, restrictions and easements of record affecting the property. This being a portion of the property conveyed to the grantor by Deed at Deed Book 252, at page 329. TMP# 0174-13-05-001

The property shall be zoned **"A-2 Multi Family Residential District"** pending confirmation or rezoning pursuant to the Zoning Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Orangeburg, South Carolina, this 4 th day of August 2009, that the property herein described in hereby annexed to and becomes a part of the City of Orangeburg effective August 5,2009.



Paul G. Moore
MAYOR
James H. Hane
Gregory W. Rhoads
Chris D. Dyer

Attest:

Carrie D. Johnson
City Clerk

ORDINANCE NO. 2009-10

AN ORDINANCE TO AMEND THE MUNICIPAL DISTRICT MAP DATED NOVEMBER 6, 2001, FOR THE PURPOSE OF ADDING NEWLY ANNEXED CITY PROPERTY TO MUNICIPAL COUNCIL DISTRICT TWO (2)

WHEREAS, the City of Orangeburg annexed the property, as described herein below, into the corporate limits of the City of Orangeburg by Ordinance number 2009-09, dated August 4, 2009, and;

WHEREAS, it is necessary that the annexed area be included in one of the six (6) Municipal Council Districts, and;

NOW, THEREFORE, BE IT ORDAINED, by City Council duly assembled, that the Municipal District Map dated November 6, 2001 is amended by making the following addition to District 2.

Annexed Area:

All that piece, parcel or tract of land situate, lying and being in Orangeburg County, South Carolina, located immediately North of the incorporated limits of the City of Orangeburg, lying East of US Route 21, Orangeburg County, State of South Carolina, measuring and containing Seven and Nine Hundred Eighty Three One Thousandths (7.983) acres (347,739.48 Square Feet), being generally bound to: North and East by properties of Dewitt H. Wannamaker, to the South by lands now or formerly the property of the Rhoad Estate and by the Eastern right-of-way of US Route 21 to the West: Commencing at the intersection of the centerline of Rhoad Street and the Eastern right-of-way of US Hwy 21; thence approximately Two Hundred and Sixty (260) feet more or less, measured Northward along the Eastern right-of-way line of US Route 21 to Point A, the point of the beginning, an iron pin located on the centerline of an existing canal separating the former properties of Dewitt H. Wannamaker and Rhoad; thence North 08 degrees 42 minutes 51 seconds East along the Eastern right-of-way of US Route 21, a distance of Six Hundred Nine and Forty Three One Hundredths (609.43) feet to Point B, an iron pin; Thence South 80 degrees 08 minutes 40 seconds East a distance of One Hundred Seventy Two and Seventy Nine One Hundredths (172.79) feet to Point C, an iron pin; Thence South 68 degrees 08 minutes 19 seconds East a distance of Four Hundred Eighty Three and Thirty Six One Hundredths (483.36) feet to Point D, an iron pin; Thence South 00 degrees 17 minutes 43 seconds East a distance of Three Hundred Thirty Eight and Twenty Three One Hundredths (338.23) feet to Point E, and iron pin located in the center of an existing canal. The Center of said existing canal being the southern property line of the tract being described herein; thence South 85 degrees 37 minutes 10 seconds West along a transverse line lying immediately North of the Centerline of the existing canal, a distance of Seven Hundred Fifteen and No One Hundredths (715.00) feet to Point A, the Point of the Beginning.

The Said tract of land is a portion of that shown on a Plat prepared by S.D. Moss, RLS, entitle "Plat" representing 19.0 acres, more or less, of lands located about two miles North of Orangeburg, South Carolina, calculated and platted for Dewitt H. Wannamaker, January 22, 1952," recorded January 22, 1952, in the Orangeburg County Court House.

This conveyance is made subject to the conditions, restrictions and easements of record affecting the property. This being a portion of the property conveyed to the grantor by Deed at Deed Book 252, at page 329. TMP# 0174-13-05-001

BE IT FURTHER ORDAINED, that upon passage of this Ordinance, the City Administrator is hereby directed to submit said annexation and district assignments to the United States Department of Justice for approval.

DONE AND RATIFIED by City Council for the City of Orangeburg, State of South Carolina, in Council duly assembled this 4th day of August 2009.



Attest:

Carrie H. Johnson
City Clerk

Lawrence M. ...
Mayor
Jayce W. Phene
John D. ...
John D. ...



ORDINANCE NO. 2009 - 11

A SERIES ORDINANCE MAKING PROVISION FOR THE TERMS AND CONDITIONS OF COMBINED PUBLIC UTILITY SYSTEM REVENUE BORROWING OF THE CITY OF ORANGEBURG, SOUTH CAROLINA, AUTHORIZED BY A BOND ORDINANCE OF THE CITY OF ORANGEBURG ADOPTED JANUARY 20, 2004; APPROVING THE FINANCING OF SYSTEM IMPROVEMENTS FOR THE CITY OF ORANGEBURG, SOUTH CAROLINA, THROUGH THE BORROWING OF NOT EXCEEDING \$982,514 PLUS CAPITALIZED INTEREST, IF ANY, FROM THE STATE DRINKING WATER REVOLVING LOAN 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 ORANGEBURG AND THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, THE EXECUTION AND DELIVERY OF A PROMISSORY NOTE FROM THE CITY OF ORANGEBURG TO THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ORANGEBURG, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

ARTICLE I
FINDINGS OF FACT

SECTION 1.1. Findings of Fact. As an incident to the adoption of this Series Ordinance, the City Council ("City Council") of the City of Orangeburg, South Carolina (the "City") has made the following findings:

(a) The City of Orangeburg is a municipality created pursuant to the laws of the State of South Carolina and empowered by the provisions of Title 48, Chapter 5, Code of Laws of South Carolina, 1976, as amended (the "Act") (i) to undertake construction of, among other things, public drinking water supply, storage, treatment and distribution facilities as defined in the Federal Safe Drinking Water Act, Title 42, United States Code, Section 300f, *et seq.*, as amended; (ii) to receive assistance including such assistance which may be available by virtue of the American Recovery and Reinvestment Act of 2009 (the "ARRA") which makes available additional resources to the Authority defined below, for use on loans and additional subsidization to rapidly create and preserve jobs through investment in drinking water infrastructure facilities; (iii) to comply with regulations relating to the receipt and disposition of money of the State Drinking Water Revolving Loan Fund; (iv) to apply for and receive state grants; (v) to enter into loan agreements; and (vi) to comply with all terms and conditions of any loan agreement.

(b) Title 6, Chapter 21, Code of Laws of South Carolina, 1976, as amended, permits the incurring of debt for the purpose of financing facilities for the furnishing of water and wastewater treatment services and permits the securing of such indebtedness with a pledge of revenues derived from the operation of the Combined Public Utility System (the "System") of the City and a statutory lien upon the System.

(c) By ordinance entitled AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF COMBINED PUBLIC UTILITY SYSTEM REVENUE BONDS OF THE CITY OF ORANGEBURG, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO," adopted on January 20, 2004 (the "Bond Ordinance"), City Council made provision for the issuance from time to time of Combined Public Utility System Revenue Bonds of the City payable from revenues derived from the operation of the System.

(d) The revenues derived from the System are now hypothecated and pledged to the payment of the outstanding installments of an original issue of \$9,500,000 Combined Public Utility System Revenue Bond, Series 2004, of the City dated February 5, 2004 (the "2004 Bond"). The City

proposes the issuance of a \$4,280,163 loan from the South Carolina Water Quality Revolving Fund Authority to be delivered simultaneously with the loan authorized herein. The 2004 Bond and the \$4,280,163 loan are hereinafter referred to as the "Parity Bonds."

(c) The City has determined to defray the cost of the capital improvements described in attached Exhibit A (the "Project") through the borrowing authorized herein. The Project will be part of the System.

(f) On April 7, 2009, City Council adopted a Resolution authorizing application to the South Carolina Water Quality Revolving Fund Authority (the "State Authority") for a loan from the State Drinking Water Revolving Loan Fund created by the Act (the "Loan"), to provide for the financing of the Project.

(g) On June 5, 2009, the State Authority upon review of the City's loan application conditionally approved the Loan.

(h) The Bond Ordinance provides that a Series Ordinance shall be adopted with respect to each Series of Bonds which Series Ordinance shall express the approval of City Council to the issuance of a Series of Bonds and City Council's agreement to abide by the terms, provisions and agreements set forth in the Bond Ordinance and shall specify and determine:

- (1) The Date or Dates of Issue of such Series of Bonds;
- (2) The precise principal amount of the Series of Bonds;
- (3) The specific purposes for which the proceeds of such Series will be used;
- (4) The title and designation of the Bonds of such Series and manner of numbering and lettering, and the denomination or denominations of the Bonds of such Series;
- (5) The date or dates of maturity and the amounts thereof;
- (6) The interest rate or rates, or the manner of determining such rate or rates, of the Bonds of such Series including the extent to which Variable Rate Indebtedness is issued and if such Variable Rate Indebtedness is issued, the extent to which an interest rate cap or other financial structure customarily employed in such a borrowing will be used;
- (7) The time for the payment of interest on the Bonds in such Series and the Record Date;
- (8) 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;
- (9) The Registrar and the Paying Agent for such Bonds;
- (10) The portion of such Series that are serial Bonds and that are Term 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;
- (11) The portion of such Series that are Capital Appreciation Bonds, if any, including the time for payment of such Capital Appreciation Bonds in order to address the information requested in paragraphs (7) and (8) above.
- (12) Any other applicable redemption requirement for the Bonds of such Series and the method of satisfying the same;
- (13) The manner in which Bonds of such Series are to be sold and provisions for the sale thereof;
- (14) The form or forms for the Bonds of each Series;
- (15) That the then applicable Reserve Requirement, if any, has been or will be met;

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

(17) Any other provisions deemed advisable by the City not in conflict with or in substitution for the provisions of the Bond Ordinance and the Series Ordinance relating to the Bonds of such Series.

(i) The Loan is to be made and secured pursuant to a loan agreement (the "Loan Agreement") between the City and the State Authority, and a promissory note executed and delivered by the City registered in the name of the State Authority (the "Note" or the "Bond"). Pursuant to the Loan Agreement, the City will agree to use the Loan proceeds only to pay the actual eligible costs of the Project, and the City will 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 lien on the System and a pledge of, and lien upon, all revenues derived from the operation of the System and all funds and accounts of the City derived from such revenues, which pledge and lien are on a parity with the Parity Bonds and any additional bonds issued on a parity therewith. In addition, the City will treat ARRA loan funds in the manner required by the Loan Agreement.

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 the provisions of the Act, such amount from State appropriations to which the City may be or may become entitled as may be necessary to provide for the payment of all amounts due with respect to the Note.

(j) The Bond Ordinance permits the issuance of further bonds on a parity with the Parity Bonds, on the following conditions. Capitalized terms used herein shall have the meanings ascribed thereto in the Bond Ordinance.

(1) 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 Prior Lien Bonds, Bonds or Junior Lien Bonds then Outstanding;

(2) Unless on the date of delivery of such Series of Bonds there shall be on deposit an amount equal to the Reserve Requirement for all Bonds to be Outstanding immediately following the issuance of such Series of Bonds, there shall be deposited in the Debt Service Reserve Fund such amount as is necessary to make the value of the moneys and securities in the Debt Service Reserve Fund equal to the Reserve Requirement; and

(3) Except in the case of Bonds issued for the purpose of refunding any Bonds, Net Earnings during the Fiscal Year immediately preceding the Fiscal Year in which such Series of Additional Bonds are to be issued shall be, as established in a certificate of independent certified public accountants, not less than 120% of the highest combined Annual Principal and Interest Requirement for any succeeding Fiscal Year on all Bonds Outstanding and all Bonds then proposed to be issued. It is specifically provided that the calculation of Net Earnings may be adjusted to reflect any rate increases currently adopted and to be in effect prior to or coincident with the issuance of such Additional Bonds, and determined pro forma as though such rate increases had been in continuous effect during such preceding fiscal year, and further adjusted to reflect estimated Net Earnings, as certified to the City by a Consulting Engineer to be received from any new or existing utility system or customers to be acquired from the proceeds of such Additional Bonds, and further adjusted to reflect 80% of estimated Net Earnings, as certified to the City by a Consulting Engineer to be received from construction of any new facilities or customers to be acquired as a result of construction of such new facilities, shall be not less than 125% of the highest Annual Principal and Interest Requirement for all Bonds then outstanding and then proposed to be issued and not less than 100% of debt service requirements coming due on all outstanding Junior Lien Bonds during the fiscal year in which such Additional Bonds are to be issued. Such calculation shall be made by an independent firm of Consulting Engineers having skill and experience in utility financing and rate design, upon the basis of a report of the accountants of the City showing actual Net Earnings for the fiscal year preceding the fiscal year in which such series of Additional Bonds are to be issued. In addition, in determining Net Earnings for purposes of this subparagraph, the customer base of the System at the end of such preceding fiscal year may be assumed to be the customer base for the entire fiscal year.

It is specifically found that the Note, whose issuance is herewith provided for, is issued for purposes permitted by and in full compliance with all of the provisions set forth in the Bond Ordinance and that the Note will be on a parity with said Parity Bonds. It is further found that the

commitment from the State Authority to purchase the Note is for an amount not to exceed \$982,514 plus capitalized interest, if any. The final amount of the borrowing as well as the dates on which principal and interest payments will be made and the amount of such payments are subject to revision as construction proceeds. The final terms and conditions of the borrowing will be set forth in the Loan Agreement attached hereto as Exhibit B which terms and conditions are incorporated herein.

NOW THEREFORE BE IT ORDAINED BY COUNCIL IN MEETING DULY ASSEMBLED:

- (1) The useful life of the System is found to be 40 years.
- (2) The Date of Issue of the Note is to be no later than September 30, 2009, and the actual date of issue of the Note will be as set forth and contained in the final Note.
- (3) The Note shall be in the original principal amount of not exceeding \$982,514 plus capitalized interest, if any, and the actual principal amount of the Note will be as set forth in the Agreement.
- (4) The proceeds of the Note shall be used to defray the cost of the Project described in attached Exhibit A and to pay costs of issuance.
- (5) The Note shall be designated City of Orangeburg, South Carolina, Combined Public Utility System Revenue Bond, Series 2009B, and shall be issued in the denomination of the final principal amount borrowed and shall be numbered 1.
- (6) The date of maturity and amounts thereof shall be as set forth in the Loan Agreement. No portion of the Bond is a term bond as the bond will be payable in serial maturities. Inasmuch as the final principal amount may be reduced to reflect lower than anticipated construction costs, any changes to the principal amount to provide for a reduction in the amount borrowed shall be permitted and shall be evidenced by the City's execution of the Loan Agreement, as it may be amended from time to time.
- (7) The time for the proceeds of interest on the Note and the Record Date shall be as set forth in the Loan Agreement.
- (8) The Note is subject to prepayment 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 the Note in inverse order of maturity.
- (9) The Registrar for the Bond shall be the Trustee under the Bond Ordinance.
- (10) The Bond shall be sold to the State Authority pursuant to the State Authority's final approval of the Loan.
- (11) The Note shall be substantially in the form attached to the Loan Agreement.
- (12) The Bond Ordinance provides that a Debt Service Reserve Fund may be so designated in a series ordinance providing for a Series of Bonds. A Debt Service Reserve Fund was not created for the 2004 Bond. Pursuant to Article IV of the Loan Agreement, a Reserve Requirement equal to the maximum amount due on the Note during any full calendar year is hereby established for the Note (the "Reserve Requirement"). Such Reserve Requirement shall be initially satisfied by the deposit in the Debt Service Reserve Fund established pursuant to the Bond Ordinance and the Series Ordinance of an amount necessary to satisfy the Reserve Requirement for the Note.
- (13) The proceeds of the Note shall be applied to defray the cost of the Project and to pay costs of issuance.
- (14) The proceeds of the Note shall be disbursed in accordance with the requirements of the Loan Agreement.

ARTICLE II THE LOAN

SECTION 2.1. Authorization of Loan. Council hereby authorizes the City's acceptance of the Loan from the State Authority of not exceeding \$982,514 plus capitalized interest, if any, pursuant to and in accordance with, the provisions of the Loan Agreement.

SECTION 2.2. Repayment of Loan by the City. Council hereby authorizes the repayment of the Loan by the City to the State Authority from revenues of the System or, if said revenues are not sufficient, from state appropriations as the City may become entitled pursuant to and in accordance with the provisions of the Loan Agreement and the Note.

ARTICLE III
LOAN AGREEMENT AND NOTE

SECTION 3.1. Authorization of Loan Agreement and the Note. The Loan Agreement and the Note in substantially the forms attached hereto as Exhibit "B" with such changes as the executing officers shall approve (their execution to be conclusive evidence of such approval) are hereby approved and the execution and delivery of the Loan Agreement and the Note, on behalf of the City are hereby authorized and directed. The Note, as permitted by Section 4.04 of the Bond Ordinance, shall be executed in the name and on behalf of the City by the Manager of the System and attested by the Comptroller of the System. The Loan Agreement and other documents requiring execution shall also be so executed and attested on behalf of the City and/or the System by the Manager and the Comptroller, respectively.

ARTICLE IV
MISCELLANEOUS

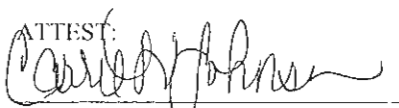
SECTION 4.1. Other Instruments and Actions. In order to implement the Loan pursuant to the Loan Agreement and Note and to give full effect to the intent and meaning of this Ordinance and the agreements and actions herein authorized, the Mayor and Clerk are hereby authorized to execute and deliver such certificates, showings, instruments and agreements and to take such further action as they shall deem necessary or desirable.

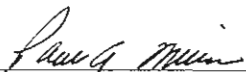
SECTION 4.2. Ordinance a Contract. This Ordinance shall be a contract between the City and the State Authority, and shall be enforceable as such against the City.

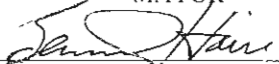
SECTION 4.3. Effective Date. This Ordinance shall become effective upon receiving approval on third reading by Council.


DONE, RATIFIED AND ADOPTED THIS 4th day of August, 2009.

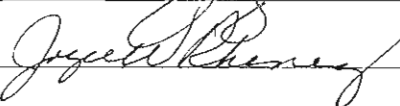


ATTEST:

CITY CLERK



MAYOR






MEMBERS OF COUNCIL.

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

I, the undersigned, Clerk of the City Council of the City of Orangeburg, South Carolina ("Council"), DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted by Council. The Ordinance was read at three public meetings of Council on July 7, 2009, July 14, 2009 and August 4, 2009. An interval of at least six days occurred between each reading. At each meeting, a quorum of Council was present and remaining present throughout the meeting.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand this 4th day of August, 2009.

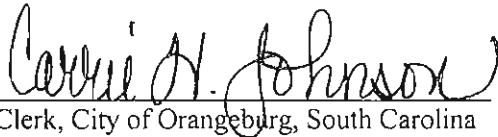

Clerk, City of Orangeburg, South Carolina

EXHIBIT A

Description of the Project

Sewer treatment plant upgrade and gravity sewer rehabilitation to include approximately 1,235 linear feet (LF) of 42-inch gravity sewer, 1,921 LF of 36-inch gravity sewer, 1,448 LF of 24-inch gravity sewer, and associated appurtenances.

LOAN AGREEMENT

between

SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY

and

CITY OF ORANGEBURG

Dated

_____, 2009

relating to

Wastewater Treatment Plant Upgrade and Gravity Sewer Rehabilitation

South Carolina Water Pollution Control Revolving Fund

Loan Number: S1-129-09-345-01

No. ____ of Two Executed Original Counterparts

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LOAN AGREEMENT

THIS LOAN AGREEMENT is entered into as of the ____ day of _____, 2009, between the SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, a public instrumentality of the State of South Carolina (the "*Authority*") and the CITY OF ORANGEBURG, a municipal corporation of the State of South Carolina (the "*Project Sponsor*").

W I T N E S S E T H:

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 American Recovery and Reinvestment Act of 2009 (the "*ARRA*") makes available additional resources to the Fund for use on loans and additional subsidization to rapidly create and preserve jobs through investment in wastewater infrastructure facilities; 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 combined public utility system comprised of waterworks, sewer, electric light and natural gas components (the "*System*"); and

WHEREAS, the Project Sponsor proposes to finance the Project with a loan made from the Fund, such loan to be pursuant to, and on a parity with debt previously issued under, Ordinance No. 2004-2 enacted by the Project Sponsor on January 20, 2004 entitled "AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF COMBINED PUBLIC UTILITY SYSTEM REVENUE BONDS OF THE CITY OF ORANGEBURG, 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 or except as provided in the following Section 1.3.6, 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. When any portion of the "Construction" category in the Project Budget contained in Appendix "A" hereto is shown to be from ARRA Loan funds, then all draw requests for construction shall first be disbursed entirely from such funds until the ARRA funds are completely exhausted.

1.3.7. 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 twenty (120) days after the date of such Permit to Operate.

1.3.8. 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 paragraph 1.4.2, below. 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 Loan 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, or any unadvanced portion of, the Loan Amount which has not been advanced if:

1.5.1. The Project Budget in Appendix "A" hereof identifies any funding from the ARRA and the Project Sponsor has not entered into all construction contracts applicable to the Project within one (1) month of the date of this Agreement.

1.5.2. The Project Sponsor does not request disbursement of the unborrowed balance of the Loan Amount on or before the one hundred twentieth (120th) 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 Act 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 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 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 the System according to Generally Accepted Governmental Accounting Principles (GAAP), applying all relevant Government Accounting Standards Board (GASB) pronouncements, as well as, when applicable, Financial Accounting Standards Board (FASB) pronouncements and Accounting Principle Board (APB) opinions issued on or before November 30, 1989, unless those pronouncements conflict with, or contradict, subsequent GASB pronouncements.

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. An audit, as required by OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations, may be necessary for each year program funds are disbursed to the Project Sponsor (CFDA Number 66.458).

SECTION 3.6. 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 applied to payment of the Note.

SECTION 3.7. 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 3.8. 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:

3.8.1. 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;

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

3.8.3. 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;

3.8.4. 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

3.8.5. 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 3.9. 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 3.10. 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 released to a municipal bond information repository service.

SECTION 3.11. 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 3.12. 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 3.13. 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 3.14. Additional Covenants. The Project Sponsor further covenants and agrees that:

3.14.1. 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;

3.14.2. 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;

3.14.3. 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;

3.14.4. 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

3.14.5. 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 The Debt Service Fund established pursuant to the Bond Ordinance shall be maintained as the Debt Service Fund for 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. Moneys 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 to prevent defaults of, or for the optional redemption of, the Note and Parity Debt (as defined in Section 4.3.2 hereof), and Junior Lien Bonds (as defined in the Bond Ordinance).

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 2009A 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 equal at least the maximum amount due on the Note during any full calendar year.

4.2.2. 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.

4.2.3. 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 funds in an amount, or investments permitted by subsection 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 subsection 1.4.2(c), the Project Sponsor shall immediately deposit, or cause to be deposited, in the Debt Service Reserve Fund funds in an amount equal to such increase in the Reserve Requirement.

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 subsections 4.3.1 and 4.3.3 to 4.3.6, inclusive, and beginning in the month of the Payment Initiation Date with respect to payments pursuant to subsection 4.3.2, withdrawals from the Gross Revenue Fund shall be made on or before the fifteenth (15th) day of each month in the following order of priority:

4.3.1. 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.

4.3.2. 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 4.3.2, the Project Sponsor shall deposit in the Debt Service Fund (a) the monthly fraction of the next payment of principal and interest to become due on the Project Sponsor's Combined Public Utility System Revenue Bond, Series 2004 (the "**2004 Revenue Bond**"); (b) the monthly fraction of the next payment of principal and interest to become due on the _____, 2009 Promissory Note of the Project Sponsor to the Authority from the South Carolina Drinking Water Revolving Loan Fund relating to loan number S3-040-09-3810001-01 (the "**2009B Revenue Bond**"); and (c) the monthly fraction or fractions of the next payment or payments 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 2004 Revenue Bond, and the 2009B Revenue Bond. The 2004 Revenue Bond, the 2009B Revenue Bond, and the Obligations are hereinafter sometimes referred to as "**Parity Debt**". In the event amounts available for payments into the Debt Service Fund 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 the Debt Service Fund on a pro rata basis.

4.3.3. (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) If the value of the Debt Service Reserve Fund is ever less than the Reserve Requirement, other than as provided in (a) above, or as provided in subsection 4.2.3 with respect to any increase in the Loan Amount, there shall be deposited in the Debt Service Reserve Fund not less than one-eleventh (1/11) 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.

4.3.4. 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 the 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 the Debt Service Fund or Debt Service Reserve Fund in the next succeeding month.

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

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. 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.

SECTION 4.4. Concerning the Debt Service Fund and the Debt Service Reserve Fund. The Debt Service Fund established pursuant to Section 4.1.2 hereof and the Debt Service Reserve Fund established pursuant to Section 4.2 hereof shall be established with a single bank whose deposits are insured by the Federal Deposit Insurance Corporation (the "*Custodian*") chosen by the Project Sponsor with the written approval of the Authority. The Debt Service Fund and the Debt Service Reserve Fund shall be held and administered by the Custodian in accordance with the provisions of the Bond Ordinance and the following provisions of this Section 4.4. The Custodian shall acknowledge and accept its duties and responsibilities

with respect to the Debt Service Fund and the Debt Service Reserve Fund in a written instrument delivered to the Authority with this Agreement.

4.4.1. The Custodian shall notify the Authority in writing of the date of the establishment of the Debt Service Reserve Fund and the initial amount of the deposit to such fund. If the Project Sponsor fails to deposit the amount required by this Agreement in the Debt Service Fund or the Debt Service Reserve Fund at the times required for such deposits, the Custodian, 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 or the Debt Service Reserve Fund pursuant to the provisions of this Agreement. The Custodian shall also verify balances in the Debt Service Reserve Fund, as requested by the Authority, but no less often than semiannually during any period of monthly deposits and no less often than annually when the full Reserve Requirement is met and maintained.

4.4.2. From sums deposited in the Debt Service Fund by the Project Sponsor, the Custodian shall transmit to the Authority 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 Custodian shall transfer the amount needed for payment from the Debt Service Reserve Fund and the Custodian shall notify the Project Sponsor of the amounts required to be deposited in the Debt Service Reserve Fund in order to replenish such a withdrawal and have on deposit therein the amount required by this Agreement. A copy of any such notice shall be provided to the Authority by the Custodian.

4.4.3. Pending disbursement pursuant to this Section 4.4, money in the Debt Service Reserve Fund shall be invested and reinvested in insured interest bearing accounts, repurchase agreements collateralized by direct obligations of the United States, or in direct obligations of the United States having maturities not exceeding six (6) months. Subject to the remaining provisions of this subsection 4.4.3, the earnings from such investments shall be added to and become a part of the Debt Service Reserve Fund. Whenever, and as of any date of calculation, the value of the securities and money in the Debt Service Reserve Fund shall exceed the Reserve Requirement, such excess shall, at the direction of the Project Sponsor, either be used to effect partial prepayment of the Note, or shall be removed from the Debt Service Reserve Fund and transferred into the Debt Service Fund.

4.4.4. Upon payment in full of all amounts due with respect to the Note, which payment shall be evidenced to the Custodian in writing by the Authority, the Custodian shall pay over all amounts remaining in the Debt Service Fund for purposes of the Note and the Debt Service Reserve Fund to the Project Sponsor upon the receipt of written directions from the Project Sponsor and the Custodian shall thereafter have no further responsibilities under this Agreement; provided, however, that in the event any Parity Debt remains outstanding upon the payment in full of the Note, the disposition of funds then remaining in the Debt Service Fund shall be controlled by the proceedings authorizing the issuance of such outstanding Parity Debt.

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 custodian 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 custodian 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 Revenues, as defined in the Bond Ordinance, which remain after paying the cost of the operation and maintenance of the System. Such pledge and lien upon the Revenues shall be on a parity in all respects to the pledge and lien securing any Parity Debt (as defined in Section 4.3.2) 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 an 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, 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) Civil Rights and Labor Standards Requirements and use of Disadvantaged Business Enterprise (DBE) firms and Debarment or Suspension Prevention. (Executive Order 12549)

(1) Positive efforts shall be made by the Project Sponsor and its consultants to utilize DBE firms as sources of supplies, services and construction. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts and subcontracts to be performed utilizing Loan funds. Documentation of efforts made to utilize DBE firms shall be maintained by the Project Sponsor and its consulting firms and construction contractors.

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

(3) The Project Sponsor shall require all prime construction contractors to certify that subcontracts have not and will not be awarded to any firm that has been debarred for noncompliance with Federal Law, where the subcontract amount is expected to equal or exceed the Federal small purchase procurement threshold.

(4) The Project Sponsor agrees to comply with all the requirements of 41 CFR Part 60-4 which implements Executive Order 11246 as amended (Equal Employment Opportunity).

(5) The Project Sponsor agrees to require all construction contractors and their subcontractors to comply with the Affirmative Action, Equal Opportunity Clause, Goals and Timetables, if the amount of the contract or subcontract is in excess of \$10,000.

(6) The Project Sponsor shall require all contractors on the Project to comply with the Department of Labor's Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-956) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

(C) The Project Sponsor shall comply with Section 1606 (Davis-Bacon and Related Acts) of ARRA 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 and Related Acts have been met. The Project Sponsor shall require the prime contractor to comply with the Davis-Bacon and Related Acts.

(D) The Project Sponsor shall comply with Section 1605 (Buy American) of ARRA and certify that all of the iron, steel and manufactured goods used in the Project are 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 certify compliance with the Buy American provisions.

(E) The Project Sponsor shall comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Act of 1970 (PL 92-646) in regard to acquisition of real property (including easements) for the Project and any resulting relocation of persons, business and farm operations.

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 Orangeburg
979 Middleton Street
Orangeburg, South Carolina 29115-4790

Attention: City Manager

If to the Authority:

South Carolina Water Quality Revolving Fund
Authority
c/o Office of Local Government - SRF
South Carolina State Budget and Control Board
1122 Lady Street, Suite 1080
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 ORANGEBURG

(SEAL)

By: _____

Name: _____

Title: _____

Attest:

Its _____

SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY

By: _____

Michael S. Gullledge, Director,
Office of Local Government,
South Carolina State Budget and Control Board

SCOPE OF WORK

Project Sponsor: City of Orangeburg

Project Name: Wastewater Treatment Plant Upgrade and Gravity Sewer Rehabilitation

Loan Number: S1-129-09-345-01

Rehabilitation of approximately 1,235 linear feet (LF) of 42-inch gravity sewer, 1,921 LF of 36-inch gravity sewer, 1,448 LF of 24-inch gravity sewer, and associated appurtenances.

PROJECT BUDGET

Project Sponsor: City of Orangeburg

Project Name: Wastewater Treatment Plant Upgrade and Gravity Sewer Rehabilitation

Loan Number: S1-129-09-345-01

CWSRF LOAN

<u>ITEM</u>	<u>ARRA FUNDS</u>	<u>REGULAR FUNDS</u>	<u>TOTAL ELIGIBLE COSTS</u>
Planning and Design Engineering		\$ 545,719	\$ 545,719
Construction	2,140,081	1,127,595	3,267,676
Construction Contingency		326,768	326,768
Construction Inspection and Engineering	<u> </u>	<u>140,000</u>	<u>140,000</u>
Total	\$2,140,081	\$2,140,082	\$4,280,163

SUBJECT TO REVISION PRIOR TO CLOSING

PROJECT SCHEDULE

Project Sponsor: City of Orangeburg
Project Name: Wastewater Treatment Plant Upgrade and Gravity Sewer Rehabilitation
Loan Number: S1-129-09-345-01

<u>ACTION</u>	<u>DATE</u>
Bid Opening	May 6, 2009
Contract Execution	July 7, 2009
Notice to Proceed	July 21, 2009
Start of Construction	August 4, 2009
DHEC Permit to Operate	January 4, 2010

SUBJECT TO REVISION PRIOR TO CLOSING

REPAYMENT SCHEDULE

Project Sponsor: City of Orangeburg

Project Name: Wastewater Treatment Plant Upgrade and Gravity Sewer Rehabilitation

Loan Number: S1-129-09-345-01

Loan Amount: \$4,280,163

Payment Initiation Date: February 1, 2010

Interest Rate: 1.84% per annum blended
\$2,140,081 at 0% from ARRA funds
\$2,140,082 at 3.50% from Regular funds

First Payment Due Date: May 1, 2010

- (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 Sixty-Four Thousand Sixty and 64/100 Dollars (\$64,060.64) each, and one final installment in the amount of Sixty-Four Thousand Sixty and 65/100 Dollars (\$64,060.65).

SUBJECT TO REVISION PRIOR TO CLOSING

LOAN CLOSING FEE

Project Sponsor: City of Orangeburg

Project Name: Wastewater Treatment Plant Upgrade and Gravity Sewer Rehabilitation

Loan Number: S1-129-09-345-01

Regular Loan Funds: \$2,140,082

.5% Loan Closing Fee: \$10,700

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. No closing fee is associated with the ARRA Loan Funds.

SUBJECT TO REVISION PRIOR TO CLOSING

Project Sponsor: City of Orangeburg

Loan Number: S1-129-09-345-01

PROCUREMENT REQUIREMENTS

ARRA 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. MBE/WBE publications.
 3. Statewide or regional newspapers of general circulation.
 4. With prior notification to the Department, 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 the Buy American provision (Section 1605) of ARRA and certify that all of the iron, steel and manufactured goods used in the Project were produced in the United States unless a waiver was granted by the U. S. Environmental Protection Agency. The Project Sponsor's Buy American Certification must accompany all draw requests. Require the prime contractor to follow the Buy American provision of ARRA and provide a Buy American certification with the Project's bid package documentation.
 - I. Follow the Davis-Bacon and Related Acts (Section 1606) of ARRA which requires that all laborers and mechanics employed by contractors and subcontractors be paid wages at rates not less than those listed on the prevailing wage rate contained in the contract documents and that all applicable provisions of the Davis-Bacon and Related Acts be met. The Project Sponsor's Davis-Bacon Certification must accompany all draw requests. Require the prime contractor to follow the Davis-Bacon provision of ARRA.
 - J. Create and maintain a list of all firms that bid or quote on prime contracts and/or subcontracts (Bidders List) including both disadvantaged business enterprises and non-disadvantaged business enterprises. The Bidders List must be kept until Project completion.
 - K. 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.
 - L. After bid opening, provide the Department with the following:
 1. Project Construction Summary Form (DHEC Form #3589).
 2. A certified copy of the advertisement with date(s) of publication.

3. A copy of the Project Sponsor's Bidders List.
 4. Detailed bid tabulation certified by Project Sponsor's engineer.
 5. Proposal of successful bidder(s).
 6. Bid Bond with associated Power of Attorney.
 7. A copy of the Davis-Bacon Wage Rate used in bidding the Project.
 8. 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.
 9. Certified copy of Project Sponsor's tentative award resolution listing the proposed contractor(s) and contract amount(s).
 10. A copy of the proposed prime contractor's Buy American Certification (DHEC Form #2556).
 11. Prime Contractor's Subagreement Certification (DHEC Form #3591).
 12. Evidence that the low bidder(s) complied with the Disadvantaged Business Enterprise (DBE) requirements listed in the bid documents. DBE approval must precede bid package approval.
 13. A copy of the prime contractor's Bidders List.
 14. DBE Subcontractor Performance Form (EPA Form 6100-3) from all DBE firms.
 15. EEO Documentation Form (DHEC Form #2323), with all required attachments, including Certification by Proposed Prime or Subcontractor Regarding Equal Employment Opportunity (DHEC Form #3592) from the proposed prime contractor(s) and all subcontractors whose contract amount is expected to exceed \$10,000.
 16. 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.
 17. Project Inspection Designation Form (DHEC Form #2324), with all required attachments, indicating the selected method of providing continuous inspection during construction.
- M. 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. Semi-annual MBE/WBE Utilization Reports (EPA Form 5700-52A).
 - D. Monthly Construction Inspection Reports.
 - E. Project Sponsor's Buy American and Davis-Bacon Certification (DHEC Form #2557) which must accompany all draw requests.
- 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 Orangeburg
Project Name: Wastewater Treatment Plant Upgrade and Gravity Sewer Rehabilitation
Loan Number: S1-129-09-345-01

None

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

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

**CITY OF ORANGEBURG, SOUTH CAROLINA
COMBINED PUBLIC UTILITY SYSTEM REVENUE BOND, SERIES 2009A**

FOR VALUE RECEIVED, the City of Orangeburg (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 S1-129-09-345-01, Wastewater Treatment Plant Upgrade and Gravity Sewer Rehabilitation, principal sum, rate of interest and amount and due date of payments thereunder being set forth in Appendix "B" to the Loan 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 _____, 2009.

CITY OF ORANGEBURG

[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 No. 2004-2 enacted January 20, 2004, as authorized by the Project Sponsor's Series Ordinance enacted _____ 2009.

FIRST-CITIZENS BANK & TRUST COMPANY, REGISTRAR

By: _____, Authorized Officer

Typed Name: _____



ORDINANCE NO. 2009 - 12

A SERIES ORDINANCE MAKING PROVISION FOR THE TERMS AND CONDITIONS OF COMBINED PUBLIC UTILITY SYSTEM REVENUE BORROWING OF THE CITY OF ORANGEBURG, SOUTH CAROLINA, AUTHORIZED BY A BOND ORDINANCE OF THE CITY OF ORANGEBURG ADOPTED JANUARY 20, 2004; APPROVING THE FINANCING OF SYSTEM IMPROVEMENTS FOR THE CITY OF ORANGEBURG, SOUTH CAROLINA, THROUGH THE BORROWING OF NOT EXCEEDING \$4,280,163 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 ORANGEBURG AND THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, THE EXECUTION AND DELIVERY OF A PROMISSORY NOTE FROM THE CITY OF ORANGEBURG TO THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ORANGEBURG, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

ARTICLE I
FINDINGS OF FACT

SECTION 1.1. Findings of Fact. As an incident to the adoption of this Series Ordinance, the City Council ("City Council") of the City of Orangeburg, South Carolina (the "City") has made the following findings:

(a) The City of Orangeburg is a municipality created pursuant to the laws of the State of South Carolina and empowered by the provisions of Title 48, Chapter 5, Code of Laws of South Carolina, 1976, as amended (the "Act") (i) to undertake construction of, among other things, public owned treatment works as defined in the Federal Water Pollution Control Act, Chapter 26, Title 33, United States Code, subsection 1381, *et seq.* as amended; (ii) to receive assistance including such assistance which may be available by virtue of the American Recovery and Reinvestment Act of 2009 (the "ARRA") which makes available additional resources to the Authority defined below, for use on loans and additional subsidization to rapidly create and preserve jobs through investment in drinking water infrastructure facilities; (iii) to comply with regulations relating to the receipt and disposition of money of the State Water Pollution Control Revolving Fund; (iv) to apply for and receive state grants; (v) to enter into loan agreements; and (vi) to comply with all terms and conditions of any loan agreement

(b) Title 6, Chapter 21, Code of Laws of South Carolina, 1976, as amended, permits the incurring of debt for the purpose of financing facilities for the furnishing of water and wastewater treatment services and permits the securing of such indebtedness with a pledge of revenues derived from the operation of the Combined Public Utility System (the "System") of the City and a statutory lien upon the System.

(c) By ordinance entitled AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF COMBINED PUBLIC UTILITY SYSTEM REVENUE BONDS OF THE CITY OF ORANGEBURG, SOUTH CAROLINA, AND OTHER MATTERS RELATING THERETO," adopted on January 20, 2004 (the "Bond Ordinance"), City Council made provision for the issuance from time to time of Combined Public Utility System Revenue Bonds of the City payable from revenues derived from the operation of the System.

(d) The revenues derived from the System are now hypothecated and pledged to the payment of the outstanding installments of an original issue of \$9,500,000 Combined Public Utility System Revenue Bond, Series 2004, of the City dated February 5, 2004 (the "2004 Bond"). The City

proposes the issuance of a \$982,514 loan from the South Carolina Water Quality Revolving Fund Authority to be delivered simultaneously with the loan authorized herein. The 2004 Bond and the \$982,514 loan are hereinafter referred to as the "Parity Bonds."

(e) The City has determined to defray the cost of the capital improvements described in attached Exhibit A (the "Project") through the borrowing authorized herein. The Project will be part of the System.

(f) On April 7, 2009, City Council adopted a Resolution authorizing application to the South Carolina Water Quality Revolving Fund Authority (the "State Authority") for a loan from the State Water Pollution Control Revolving Fund created by the Act (the "Loan"), to provide for the financing of the Project.

(g) On June 5, 2009, the State Authority upon review of the City's loan application conditionally approved the Loan.

(h) The Bond Ordinance provides that a Series Ordinance shall be adopted with respect to each Series of Bonds which Series Ordinance shall express the approval of City Council to the issuance of a Series of Bonds and City Council's agreement to abide by the terms, provisions and agreements set forth in the Bond Ordinance and shall specify and determine:

- (1) The Date or Dates of Issue of such Series of Bonds;
- (2) The precise principal amount of the Series of Bonds;
- (3) The specific purposes for which the proceeds of such Series will be used;
- (4) The title and designation of the Bonds of such Series and manner of numbering and lettering, and the denomination or denominations of the Bonds of such Series;
- (5) The date or dates of maturity and the amounts thereof;
- (6) The interest rate or rates, or the manner of determining such rate or rates, of the Bonds of such Series including the extent to which Variable Rate Indebtedness is issued and if such Variable Rate Indebtedness is issued, the extent to which an interest rate cap or other financial structure customarily employed in such a borrowing will be used;
- (7) The time for the payment of interest on the Bonds in such Series and the Record Date;
- (8) 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;
- (9) The Registrar and the Paying Agent for such Bonds;
- (10) The portion of such Series that are serial Bonds and that are Term 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;
- (11) The portion of such Series that are Capital Appreciation Bonds, if any, including the time for payment of such Capital Appreciation Bonds in order to address the information requested in paragraphs (7) and (8) above.
- (12) Any other applicable redemption requirement for the Bonds of such Series and the method of satisfying the same;
- (13) The manner in which Bonds of such Series are to be sold and provisions for the sale thereof;
- (14) The form or forms for the Bonds of each Series;
- (15) That the then applicable Reserve Requirement, if any, has been or will be met;

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

(17) Any other provisions deemed advisable by the City not in conflict with or in substitution for the provisions of the Bond Ordinance and the Series Ordinance relating to the Bonds of such Series.

(i) The Loan is to be made and secured pursuant to a loan agreement (the "Loan Agreement") between the City and the State Authority, and a promissory note executed and delivered by the City registered in the name of the State Authority (the "Note" or the "Bond"). Pursuant to the Loan Agreement, the City will agree to use the Loan proceeds only to pay the actual eligible costs of the Project, and the City will 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 lien on the System and a pledge of, and lien upon, all revenues derived from the operation of the System and all funds and accounts of the City derived from such revenues, which pledge and lien are on a parity with the Parity Bonds and any additional bonds issued on a parity therewith. In addition, the City will treat ARRA loan funds in the manner required by the Loan Agreement.

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 the provisions of the Act, such amount from State appropriations to which the City may be or may become entitled as may be necessary to provide for the payment of all amounts due with respect to the Note.

(j) The Bond Ordinance permits the issuance of further bonds on a parity with the Parity Bonds, on the following conditions. Capitalized terms used herein shall have the meanings ascribed thereto in the Bond Ordinance.

(1) 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 Prior Lien Bonds, Bonds or Junior Lien Bonds then Outstanding;

(2) Unless on the date of delivery of such Series of Bonds there shall be on deposit an amount equal to the Reserve Requirement for all Bonds to be Outstanding immediately following the issuance of such Series of Bonds, there shall be deposited in the Debt Service Reserve Fund such amount as is necessary to make the value of the moneys and securities in the Debt Service Reserve Fund equal to the Reserve Requirement; and

(3) Except in the case of Bonds issued for the purpose of refunding any Bonds, Net Earnings during the Fiscal Year immediately preceding the Fiscal Year in which such Series of Additional Bonds are to be issued shall be, as established in a certificate of independent certified public accountants, not less than 120% of the highest combined Annual Principal and Interest Requirement for any succeeding Fiscal Year on all Bonds Outstanding and all Bonds then proposed to be issued. It is specifically provided that the calculation of Net Earnings may be adjusted to reflect any rate increases currently adopted and to be in effect prior to or coincident with the issuance of such Additional Bonds, and determined pro forma as though such rate increases had been in continuous effect during such preceding fiscal year, and further adjusted to reflect estimated Net Earnings, as certified to the City by a Consulting Engineer to be received from any new or existing utility system or customers to be acquired from the proceeds of such Additional Bonds, and further adjusted to reflect 80% of estimated Net Earnings, as certified to the City by a Consulting Engineer to be received from construction of any new facilities or customers to be acquired as a result of construction of such new facilities, shall be not less than 125% of the highest Annual Principal and Interest Requirement for all Bonds then outstanding and then proposed to be issued and not less than 100% of debt service requirements coming due on all outstanding Junior Lien Bonds during the fiscal year in which such Additional Bonds are to be issued. Such calculation shall be made by an independent firm of Consulting Engineers having skill and experience in utility financing and rate design, upon the basis of a report of the accountants of the City showing actual Net Earnings for the fiscal year preceding the fiscal year in which such series of Additional Bonds are to be issued. In addition, in determining Net Earnings for purposes of this subparagraph, the customer base of the System at the end of such preceding fiscal year may be assumed to be the customer base for the entire fiscal year.

It is specifically found that the Note, whose issuance is herewith provided for, is issued for purposes permitted by and in full compliance with all of the provisions set forth in the Bond Ordinance and that the Note will be on a parity with said Parity Bonds. It is further found that the

commitment from the State Authority to purchase the Note is for an amount not to exceed \$4,280,163 plus capitalized interest, if any. The final amount of the borrowing as well as the dates on which principal and interest payments will be made and the amount of such payments are subject to revision as construction proceeds. The final terms and conditions of the borrowing will be set forth in the Loan Agreement attached hereto as Exhibit B which terms and conditions are incorporated herein.

NOW THEREFORE BE IT ORDAINED BY COUNCIL IN MEETING DULY ASSEMBLED:

- (1) The useful life of the System is found to be 40 years.
- (2) The Date of Issue of the Note is to be no later than September 30, 2009, and the actual date of issue of the Note will be as set forth and contained in the final Note.
- (3) The Note shall be in the original principal amount of not exceeding \$4,280,163 plus capitalized interest, if any, and the actual principal amount of the Note will be as set forth in the Agreement.
- (4) The proceeds of the Note shall be used to defray the cost of the Project described in attached Exhibit A and to pay costs of issuance.
- (5) The Note shall be designated City of Orangeburg, South Carolina, Combined Public Utility System Revenue Bond, Series 2009A, and shall be issued in the denomination of the final principal amount borrowed and shall be numbered 1.
- (6) The date of maturity and amounts thereof shall be as set forth in the Loan Agreement. No portion of the Bond is a term bond as the bond will be payable in serial maturities. Inasmuch as the final principal amount may be reduced to reflect lower than anticipated construction costs, any changes to the principal amount to provide for a reduction in the amount borrowed shall be permitted and shall be evidenced by the City's execution of the Loan Agreement, as it may be amended from time to time.
- (7) The time for the proceeds of interest on the Note and the Record Date shall be as set forth in the Loan Agreement.
- (8) The Note is subject to prepayment 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 the Note in inverse order of maturity.
- (9) The Registrar for the Bond shall be the Trustee under the Bond Ordinance.
- (10) The Bond shall be sold to the State Authority pursuant to the State Authority's final approval of the Loan.
- (11) The Note shall be substantially in the form attached to the Loan Agreement.
- (12) The Bond Ordinance provides that a Debt Service Reserve Fund may be so designated in a series ordinance providing for a Series of Bonds. A Debt Service Reserve Fund was not created for the 2004 Bond. Pursuant to Article IV of the Loan Agreement, a Reserve Requirement equal to the maximum amount due on the Note during any full calendar year is hereby established for the Note (the "Reserve Requirement"). Such Reserve Requirement shall be initially satisfied by the deposit in the Debt Service Reserve Fund established pursuant to the Bond Ordinance and the Series Ordinance of an amount necessary to satisfy the Reserve Requirement for the Note.
- (13) The proceeds of the Note shall be applied to defray the cost of the Project and to pay costs of issuance.
- (14) The proceeds of the Note shall be disbursed in accordance with the requirements of the Loan Agreement.

ARTICLE II THE LOAN

SECTION 2.1. Authorization of Loan. Council hereby authorizes the City's acceptance of the Loan from the State Authority of not exceeding \$4,280,163 plus capitalized interest, if any, pursuant to and in accordance with, the provisions of the Loan Agreement.

SECTION 2.2. Repayment of Loan by the City. Council hereby authorizes the repayment of the Loan by the City to the State Authority from revenues of the System or, if said revenues are not sufficient, from state appropriations as the City may become entitled pursuant to and in accordance with the provisions of the Loan Agreement and the Note.

ARTICLE III
LOAN AGREEMENT AND NOTE

SECTION 3.1. Authorization of Loan Agreement and the Note. The Note, as permitted by Section 4.04 of the Bond Ordinance, shall be executed in the name and on behalf of the City by the Manager of the System and attested by the Comptroller of the System. The Loan Agreement and other documents requiring execution shall also be so executed and attested on behalf of the City and/or the System by the Manager and the Comptroller, respectively.

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 Ordinance and the agreements and actions herein authorized, the Mayor and Clerk are hereby authorized to execute and deliver such certificates, showings, instruments and agreements and to take such further action as they shall deem necessary or desirable.

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

SECTION 4.3. Effective Date. This Ordinance shall become effective upon receiving approval on third reading by Council.

DONE, RATIFIED AND ADOPTED THIS 4th day of August, 2009.



Paul A. Min
MAYOR
Joseph Khoury
Charles Diggs
Blaine Harris

MEMBERS OF COUNCIL

ATTEST:
Carrie H. Johnson
CITY CLERK

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

I, the undersigned, Clerk of the City Council of the City of Orangeburg, South Carolina ("Council"), DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted by Council. The Ordinance was read at three public meetings of Council on July 7, 2009, July 14, 2009 and August 4, 2009. An interval of at least six days occurred between each reading. At each meeting, a quorum of Council was present and remaining present throughout the meeting.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand this 14th day of August, 2009.

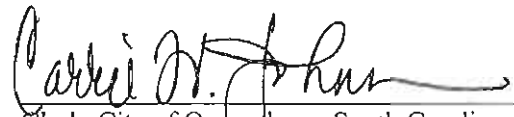

Clerk, City of Orangeburg, South Carolina

EXHIBIT A

Description of the Project

S.C. Highway 400 water main rehabilitation to include installation of approximately 22,764 linear feet of 12-inch water main and all necessary appurtenances.

LOAN AGREEMENT

between

SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY

and

CITY OF ORANGEBURG

Dated

_____, 2009

relating to

SC Highway 400 Water Main Rehabilitation

South Carolina Drinking Water Revolving Loan Fund

Loan Number: S3-040-09-3810001-01

No. ____ of Two Executed Original Counterparts

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LOAN AGREEMENT

THIS LOAN AGREEMENT is entered into as of the _____ day of _____, 2009, between the SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, a public instrumentality of the State of South Carolina (the "*Authority*") and the CITY OF ORANGEBURG, 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 Drinking Water Revolving Loan Fund (the "*Fund*") for the purpose of assisting Project Sponsors (as defined in the Act) in the construction of, among other things, public drinking water supply, storage, treatment and distribution facilities as defined in the Federal Safe Drinking Water Act, Title 42, United States Code, Section 300f et seq., 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 Safe Drinking Water Act; and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (the "*ARRA*") makes available additional resources to the Fund for use on loans and additional subsidization to rapidly create and preserve jobs through investment in drinking water infrastructure facilities; 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 combined public utility system comprised of waterworks, sewer, electric light and natural gas components (the "*System*"); and

WHEREAS, the Project Sponsor proposes to finance the Project with a loan made from the Fund, such loan to be pursuant to, and on a parity with debt previously issued under, Ordinance No. 2004-3 enacted by the Project Sponsor on January 20, 2004 entitled "AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF COMBINED PUBLIC UTILITY SYSTEM REVENUE BONDS OF THE CITY OF ORANGEBURG, 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", "Legal and Appraisal Fees" and "SRF Loan Closing Fee", 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 or except as provided in the following Section 1.3.6, 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. When any portion of the "Construction" category in the Project Budget contained in Appendix "A" hereto is shown to be from ARRA Loan funds, then all draw requests for construction shall first be disbursed entirely from such funds until the ARRA funds are completely exhausted.

1.3.7. 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 twenty (120) days after the date of such Permit to Operate.

1.3.8. 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 paragraph 1.4.2, below. 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 Loan 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, or any unadvanced portion of, the Loan Amount which has not been advanced if:

1.5.1. The Project Budget in Appendix "A" hereof identifies any funding from the ARRA and the Project Sponsor has not entered into all construction contracts applicable to the Project within one (1) month of the date of this Agreement.

1.5.2. The Project Sponsor does not request disbursement of the unborrowed balance of the Loan Amount on or before the one hundred twentieth (120th) 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 water supply/distribution 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 distribution or trunk lines, booster stations, storage tanks 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 Act 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 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.

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 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 the System according to Generally Accepted Governmental Accounting Principles (GAAP), applying all relevant Government Accounting Standards Board (GASB) pronouncements, as well as, when applicable, Financial Accounting Standards Board (FASB) pronouncements and Accounting Principle Board (APB) opinions issued on or before November 30, 1989, unless those pronouncements conflict with, or contradict, subsequent GASB pronouncements.

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. An audit, as required by OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations, may be necessary for each year program funds are disbursed to the Project Sponsor (CFDA Number 66.468).

SECTION 3.6. 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 applied to payment of the Note.

SECTION 3.7. 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 3.8. 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:

3.8.1. 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;

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

3.8.3. 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;

3.8.4. 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

3.8.5. 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 3.9. 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 3.10. Disclosure of Events to Authority. The Project Sponsor covenants that, so long as any amount remains unpaid on the Note, it shall provide 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 released to a municipal bond information repository service.

SECTION 3.11. 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 3.12. 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 3.13. 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 3.14. Additional Covenants. The Project Sponsor further covenants and agrees that:

3.14.1. 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;

3.14.2. 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;

3.14.3. 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;

3.14.4. 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

3.14.5. 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 The Debt Service Fund established pursuant to the Bond Ordinance shall be maintained as the Debt Service Fund for 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. Moneys 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 to prevent defaults of, or for the optional redemption of, the Note and Parity Debt (as defined in Section 4.3.2 hereof), and Junior Lien Bonds (as defined in the Bond Ordinance).

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 2009B 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 equal at least the maximum amount due on the Note during any full calendar year.

4.2.2. 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.

4.2.3. 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 funds in an amount, or investments permitted by subsection 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 subsection 1.4.2(c), the Project Sponsor shall immediately deposit, or cause to be deposited, in the Debt Service Reserve Fund funds in an amount equal to such increase in the Reserve Requirement.

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 subsections 4.3.1 and 4.3.3 to 4.3.6, inclusive, and beginning in the month of the Payment Initiation Date with respect to payments pursuant to subsection 4.3.2, withdrawals from the Gross Revenue Fund shall be made on or before the fifteenth (15th) day of each month in the following order of priority:

4.3.1. 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.

4.3.2. 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 4.3.2, the Project Sponsor shall deposit in the Debt Service Fund (a) the monthly fraction of the next payment of principal and interest to become due on the Project Sponsor's Combined Public Utility System Revenue Bond, Series 2004 (the "**2004 Revenue Bond**"); (b) the monthly fraction of the next payment of principal and interest to become due on the _____, 2009 Promissory Note of the Project Sponsor to the Authority from the South Carolina Water Pollution Control Revolving Fund relating to loan number S1-129-09-345-01 (the "**2009A Revenue Bond**"); and (c) the monthly fraction or fractions of the next payment or payments 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 2004 Revenue Bond, and the 2009A Revenue Bond. The 2004 Revenue Bond, the 2009A Revenue Bond, and the Obligations are hereinafter sometimes referred to as "**Parity Debt**". In the event amounts available for payments into the Debt Service Fund 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 the Debt Service Fund on a pro rata basis.

4.3.3. (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) If the value of the Debt Service Reserve Fund is ever less than the Reserve Requirement, other than as provided in (a) above, or as provided in subsection 4.2.3 with respect to any increase in the Loan Amount, there shall be deposited in the Debt Service Reserve Fund not less than one-eleventh (1/11) 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.

4.3.4. 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 the 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 the Debt Service Fund or Debt Service Reserve Fund in the next succeeding month.

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

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. 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.

SECTION 4.4. Concerning the Debt Service Fund and the Debt Service Reserve Fund. The Debt Service Fund established pursuant to Section 4.1.2 hereof and the Debt Service Reserve Fund established pursuant to Section 4.2 hereof shall be established with a single bank whose deposits are insured by the Federal Deposit Insurance Corporation (the "*Custodian*") chosen by the Project Sponsor with the written approval of the Authority. The Debt Service Fund and the Debt Service Reserve Fund shall be held and administered by the Custodian in accordance with the provisions of the Bond Ordinance and the following provisions of this Section 4.4. The Custodian shall acknowledge and accept its duties and responsibilities

with respect to the Debt Service Fund and the Debt Service Reserve Fund in a written instrument delivered to the Authority with this Agreement.

4.4.1. The Custodian shall notify the Authority in writing of the date of the establishment of the Debt Service Reserve Fund and the initial amount of the deposit to such fund. If the Project Sponsor fails to deposit the amount required by this Agreement in the Debt Service Fund or the Debt Service Reserve Fund at the times required for such deposits, the Custodian, 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 or the Debt Service Reserve Fund pursuant to the provisions of this Agreement. The Custodian shall also verify balances in the Debt Service Reserve Fund, as requested by the Authority, but no less often than semiannually during any period of monthly deposits and no less often than annually when the full Reserve Requirement is met and maintained.

4.4.2. From sums deposited in the Debt Service Fund by the Project Sponsor, the Custodian shall transmit to the Authority 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 Custodian shall transfer the amount needed for payment from the Debt Service Reserve Fund and the Custodian shall notify the Project Sponsor of the amounts required to be deposited in the Debt Service Reserve Fund in order to replenish such a withdrawal and have on deposit therein the amount required by this Agreement. A copy of any such notice shall be provided to the Authority by the Custodian.

4.4.3. Pending disbursement pursuant to this Section 4.4, money in the Debt Service Reserve Fund shall be invested and reinvested in insured interest bearing accounts, repurchase agreements collateralized by direct obligations of the United States, or in direct obligations of the United States having maturities not exceeding six (6) months. Subject to the remaining provisions of this subsection 4.4.3, the earnings from such investments shall be added to and become a part of the Debt Service Reserve Fund. Whenever, and as of any date of calculation, the value of the securities and money in the Debt Service Reserve Fund shall exceed the Reserve Requirement, such excess shall, at the direction of the Project Sponsor, either be used to effect partial prepayment of the Note, or shall be removed from the Debt Service Reserve Fund and transferred into the Debt Service Fund.

4.4.4. Upon payment in full of all amounts due with respect to the Note, which payment shall be evidenced to the Custodian in writing by the Authority, the Custodian shall pay over all amounts remaining in the Debt Service Fund for purposes of the Note and the Debt Service Reserve Fund to the Project Sponsor upon the receipt of written directions from the Project Sponsor and the Custodian shall thereafter have no further responsibilities under this Agreement; provided, however, that in the event any Parity Debt remains outstanding upon the payment in full of the Note, the disposition of funds then remaining in the Debt Service Fund shall be controlled by the proceedings authorizing the issuance of such outstanding Parity Debt.

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 Revenues, as defined in the Bond Ordinance, which remain after paying the cost of the operation and maintenance of the System. Such pledge and lien upon the Revenues shall be on a parity in all respects to the pledge and lien securing any Parity Debt (as defined in Section 4.3.2) 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 an operating 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, 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) Civil Rights and Labor Standards Requirements and use of Disadvantaged Business Enterprise (DBE) firms and Debarment or Suspension Prevention. (Executive Order 12549)

(1) Positive efforts shall be made by the Project Sponsor and its consultants to utilize DBE firms as sources of supplies, services and construction. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts and subcontracts to be performed utilizing Loan funds. Documentation of efforts made to utilize DBE firms shall be maintained by the Project Sponsor and its consulting firms and construction contractors.

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

(3) The Project Sponsor shall require all prime construction contractors to certify that subcontracts have not and will not be awarded to any firm that has been debarred for noncompliance with Federal Law, where the subcontract amount is expected to equal or exceed the Federal small purchase procurement threshold.

(4) The Project Sponsor agrees to comply with all the requirements of 41 CFR Part 60-4 which implements Executive Order 11246 as amended (Equal Employment Opportunity).

(5) The Project Sponsor agrees to require all construction contractors and their subcontractors to comply with the Affirmative Action, Equal Opportunity Clause, Goals and Timetables, if the amount of the contract or subcontract is in excess of \$10,000.

(6) The Project Sponsor shall require all contractors on the Project to comply with the Department of Labor's Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-956) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

(C) The Project Sponsor shall comply with Section 1606 (Davis-Bacon and Related Acts) of ARRA 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 and Related Acts have been met. The Project Sponsor shall require the prime contractor to comply with the Davis-Bacon and Related Acts.

(D) The Project Sponsor shall comply with Section 1605 (Buy American) of ARRA and certify that all of the iron, steel and manufactured goods used in the Project are 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 certify compliance with the Buy American provisions.

(E) The Project Sponsor shall comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Act of 1970 (PL 92-646) in regard to acquisition of real property (including easements) for the Project and any resulting relocation of persons, business and farm operations.

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 Orangeburg
979 Middleton Street
Orangeburg, South Carolina 29115-4790

Attention: City Manager

If to the Authority:

South Carolina Water Quality Revolving Fund
Authority
c/o Office of Local Government - SRF
South Carolina State Budget and Control Board
1122 Lady Street, Suite 1080
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 ORANGEBURG

(SEAL)

By: _____

Name: _____

Title: _____

Attest:

Its _____

SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY

By: _____

Michael S. Gullledge, Director,
Office of Local Government,
South Carolina State Budget and Control Board

SCOPE OF WORK

Project Sponsor: City of Orangeburg

Project Name: SC Highway 400 Water Main Rehabilitation

Loan Number: S3-040-09-381000-01

Installation of approximately 22,764 linear feet of 12-inch water main and all necessary appurtenances.

PROJECT BUDGET

Project Sponsor: City of Orangeburg
 Project Name SC Highway 400 Water Main Rehabilitation
 Loan Number: S3-040-09-3810001-01

DWSRF LOAN

<u>ITEM</u>	<u>ARRA FUNDS</u>	<u>REGULAR FUNDS</u>	<u>TOTAL ELIGIBLE COSTS</u>
Planning and Design Engineering		\$ 83,000	\$ 83,000
SRF Loan Closing Fee 1.0% of Regular Funds Only		4,888	4,888
Construction	491,257	272,039	763,296
Construction Contingency		76,330	76,330
Construction Inspection and Engineering	_____	<u>55,000</u>	<u>55,000</u>
Total	\$491,257	\$491,257	\$982,514

SUBJECT TO REVISION PRIOR TO CLOSING

PROJECT SCHEDULE

Project Sponsor: City of Orangeburg

Project Name: SC Highway 400 Water Main Rehabilitation

Loan Number: S3-040-09-3810001-01

ACTION

DATE

Bid Opening

May 6, 2009

Contract Execution

August 6, 2009

Notice to Proceed

August 13, 2009

Start of Construction

August 20, 2009

DHEC Permit to Operate

January 20, 2010

SUBJECT TO REVISION PRIOR TO CLOSING

REPAYMENT SCHEDULE

Project Sponsor: City of Orangeburg

Project Name: SC Highway 400 Water Main Rehabilitation

Loan Number: S3-040-09-3810001-01

Loan Amount: \$982,514

Payment Initiation Date: February 1, 2010

Interest Rate: 1.84% per annum blended
\$491,257 at 0% from ARRA funds
\$491,257 at 3.50% from Regular funds

First Payment Due Date: May 1, 2010

Loan Term: 20 Years

Payment Frequency: Quarterly

- (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 Fourteen Thousand Seven Hundred Five and 16/100 Dollars (\$14,705.16) each, and one final installment in the amount of Fourteen Thousand Seven Hundred Four and 89 /100 Dollars (\$14,704.89).

SUBJECT TO REVISION PRIOR TO CLOSING

Project Sponsor: City of Orangeburg

Loan Number: S3-040-09-3810001-01

PROCUREMENT REQUIREMENTS

ARRA 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. MBE/WBE publications.
 - 3. Statewide or regional newspapers of general circulation.
 - 4. With prior notification to the Department, 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 the Buy American provision (Section 1605) of ARRA and certify that all of the iron, steel and manufactured goods used in the Project were produced in the United States unless a waiver was granted by the U. S. Environmental Protection Agency. The Project Sponsor's Buy American Certification must accompany all draw requests. Require the prime contractor to follow the Buy American provision of ARRA and provide a Buy American certification with the Project's bid package documentation.
 - I. Follow the Davis-Bacon and Related Acts (Section 1606) of ARRA which requires that all laborers and mechanics employed by contractors and subcontractors be paid wages at rates not less than those listed on the prevailing wage rate contained in the contract documents and that all applicable provisions of the Davis-Bacon and Related Acts be met. The Project Sponsor's Davis-Bacon Certification must accompany all draw requests. Require the prime contractor to follow the Davis-Bacon provision of ARRA.
 - J. Create and maintain a list of all firms that bid or quote on prime contracts and/or subcontracts (Bidders List) including both disadvantaged business enterprises and non-disadvantaged business enterprises. The Bidders List must be kept until Project completion.
 - K. 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.
 - L. After bid opening, provide the Department with the following:
 - 1. Project Construction Summary Form (DHEC Form #3589).
 - 2. A certified copy of the advertisement with date(s) of publication.

3. A copy of the Project Sponsor's Bidders List.
 4. Detailed bid tabulation certified by Project Sponsor's engineer.
 5. Proposal of successful bidder(s).
 6. Bid Bond with associated Power of Attorney.
 7. A copy of the Davis-Bacon Wage Rate used in bidding the Project.
 8. 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.
 9. Certified copy of Project Sponsor's tentative award resolution listing the proposed contractor(s) and contract amount(s).
 10. A copy of the proposed prime contractor's Buy American Certification (DHEC Form #2556).
 11. Prime Contractor's Subagreement Certification (DHEC Form #3591).
 12. Evidence that the low bidder(s) complied with the Disadvantaged Business Enterprise (DBE) requirements listed in the bid documents. DBE approval must precede bid package approval.
 13. A copy of the prime contractor's Bidders List.
 14. DBE Subcontractor Performance Form (EPA Form 6100-3) from all DBE firms.
 15. EEO Documentation Form (DHEC Form #2323), with all required attachments, including Certification by Proposed Prime or Subcontractor Regarding Equal Employment Opportunity (DHEC Form #3592) from the proposed prime contractor(s) and all subcontractors whose contract amount is expected to exceed \$10,000.
 16. 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.
 17. Project Inspection Designation Form (DHEC Form #2324), with all required attachments, indicating the selected method of providing continuous inspection during construction.
- M. 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. Semi-annual MBE/WBE Utilization Reports (EPA Form 5700-52A).
 - D. Monthly Construction Inspection Reports.
 - E. Project Sponsor's Buy American and Davis-Bacon Certification (DHEC Form #2557) which must accompany all draw requests.
- 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 Orangeburg
Project Name: SC Highway 400 Water Main Rehabilitation
Loan Number: S3-040-09-3810001-01
None

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

**PROMISSORY NOTE TO SOUTH CAROLINA
WATER QUALITY REVOLVING FUND AUTHORITY FOR
SOUTH CAROLINA DRINKING WATER
REVOLVING LOAN FUND LOAN
CITY OF ORANGEBURG, SOUTH CAROLINA
COMBINED PUBLIC UTILITY SYSTEM REVENUE BOND, SERIES 2009B**

FOR VALUE RECEIVED, the City of Orangeburg (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 S3-040-09-3810001-01, SC Highway 400 Water Main Rehabilitation, principal sum, rate of interest and amount and due date of payments thereunder being set forth in Appendix "B" to the Loan 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 _____, 2009.

CITY OF ORANGEBURG

[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 No. 2004-2 enacted January 20, 2004, as authorized by the Project Sponsor's Series Ordinance enacted _____ 2009.

FIRST-CITIZENS BANK & TRUST COMPANY, REGISTRAR

By: _____, Authorized Officer

Typed Name: _____

ORDINANCE NO. 2009-13

AN ORDINANCE AMENDING THE BUDGET FOR THE CITY OF ORANGEBURG,
SOUTH CAROLINA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2008 AND
ENDING SEPTEMBER 30, 2009

THE CITY COUNCIL OF THE CITY OF ORANGEBURG HEREBY ORDAINS AND
RATIFIES:

Section 1. That the Budget of the City of Orangeburg for the Fiscal Year beginning October 1, 2008 and ending September 30, 2009, designated as Ordinance No. 2008-15, shall be and hereby is amended so to levy a tax to cover the period from the first day of January 2008 to the thirty-first day of December 2008, both inclusive, for the sums and in the manner hereinafter mentioned and shall be levied, collected and paid into the Treasury of the City of Orangeburg, South Carolina, for the use and service thereof; i.e., a tax of eighty-four (84) mills and the same is hereby assessed on each dollar of the assessed value of all real estate and personal property within the City of Orangeburg, South Carolina, except as such which is exempt from taxation by law.

Section 2. That in all other respects, except as hereby and heretofore amended, the budget for the City of Orangeburg for the Fiscal Year beginning October 1, 2008 and ending September 30, 2009 shall remain in full force and effect.

Section 3. That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Adopted by the Council of the City of Orangeburg on this 15th day of September, 2009, at which a quorum was present and voting.



ATTEST:

Carroll Johnson
CITY CLERK

Paul G. Min
MAYOR

Jesse W. Rhea

Charles D. Dugan

Charles B. Brown, III

Linda H. Hester

Gene Hane

MEMBERS OF COUNCIL

ORDINANCE NO. 2009-14

AN ORDINANCE TO RAISE REVENUE AND ADOPT A BUDGET FOR THE CITY OF ORANGEBURG, SOUTH CAROLINA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2009 AND ENDING SEPTEMBER 30, 2010

BE IT ORDAINED by the Mayor and Council Members of the City of Orangeburg, South Carolina, in Council assembled, and by authority of the same:

SECTION 1. In accordance with Section 5-7-260 of the 1976 Code of Laws of South Carolina, and Council shall act by Ordinance to adopt budgets, levy taxes, and collect all other income sources available to the City pursuant to public notice.

SECTION 2. That the prepared budget for the fiscal year October 1, 2009-September 30, 2010, and the estimated revenue for payment of same is hereby adopted.

SECTION 3. That a tax to cover the period from the first day of January, 2009 to the thirty-first day of December, 2009, both inclusive, for the sums and in the manner hereinafter mentioned, is and shall be levied, collected and paid into the Treasury of the City of Orangeburg for the use and service thereof; i.e., a tax of 87 mills be and the same is hereby assessed on each dollar of the assessed value of all real estate and personal property within the City of Orangeburg, South Carolina, except as such which is exempt from taxation by law.

SECTION 4. Tax levied under this Ordinance shall be due and payable at the office of the City Clerk and Treasurer, in the Municipal Building of the City of Orangeburg, South Carolina, from the first day of November, 2009, until the fifteenth day of January 2010, from the hours of 8:00 A.M. until 5:00 P.M., Monday through Friday, Saturdays and Sundays excepted.

SECTION 5. On January 16, 2010, a penalty of fifteen (15) percent shall be added on all unpaid taxes. The City Clerk and Treasurer shall on March 17, 2010, place all delinquent properties in execution in accordance with and adding an additional execution cost of \$60.00 to \$90.00 based on costs to City, Section 6-1-10, as amended, of the Code of Ordinances of the City of Orangeburg, South Carolina.

SECTION 6. If for any reason, any sentence, clause or provisions of this Ordinance shall be declared invalid, such shall not affect the remaining provisions thereof.

DONE AND RATIFIED BY THE CITY COUNCIL OF ORANGEBURG, SOUTH CAROLINA, IN COUNCIL ASSEMBLED THIS 10th DAY OF SEPTEMBER 2009.



Samuel M. Murr
MAYOR

Jesse W. Sherry
Charles D. Jones
Charles B. Bennett
Angela P. Kell
Bernice Haice

MEMBERS OF COUNCIL

ATTEST:

Carol H. Johnson
CITY CLERK



ORDINANCE No. 2009 – 15

AN ORDINANCE
TO ADOPT A BUDGET FOR THE OPERATION OF
THE DEPARTMENT OF PUBLIC UTILITIES OF THE
CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA
FOR THE FISCAL YEAR OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2010
INCLUDING THE ADOPTION OF NEW RATES
FOR THE DEPARTMENT OF PUBLIC UTILITIES EFFECTIVE ON THE DATES
INDICATED ON THE RATE SCHEDULES
PERTAINING TO NATURAL GAS, WATER AND WASTEWATER

BE IT ORDAINED by City Council duly assembled that the attached budget consisting of seven (7) pages is hereby adopted as the operating budget for the Department of Public Utilities of the City of Orangeburg for the fiscal year October 1, 2009 through September 30, 2010.

BE IT FURTHER ORDAINED that the Manager of the Department of Public Utilities is authorized to transfer budgeted amounts between line items and/or divisions or between approved capital projects in accordance with the duties and responsibilities of said Manager.

BE IT FURTHER ORDAINED that the following rates, hereto attached, be adopted, and declared effective and full force on the dates indicated on the rate schedule;

Gas Rates

Gas Rate – 3A (Small General Service)
Gas Rate – 3B (Medium General Service)
Gas Rate – 3C (Large General Service)
Gas Rate – 3D (Interruptible Service)
Gas Rate – 3E (Contract Demand Service)
Gas Rate – 3F (Propane Peaking Service)
Gas Rate – 3G (Gas Transportation Service)

Water Rates

Water Rate – Code 4A, 4B, 4C (General Service – Inside City Limits)
Water Rate – Code 4D, 4E, 4F (General Service – Outside City Limits)
Water Rate – Code 4G (Detecto Check Fire Service – Inside City Limits)
Water Rate – Code 4H (Multiple Unit Dwellings or Businesses – Inside City Limits)
Water Rate – Code 4I (Multiple Unit Dwellings or Businesses - Outside City Limits)
Water Rate – Code 4J (Detecto Check Fire Service – Outside City Limits)
Water Rate – Code 4K (Combined General & Private Fire Protection Service)
(Inside City)
Water Rate – Code 4L (Combined General & Private Fire Protection Service)
(Outside City)
Water Rate – Code 4M (Separate Private Fire Protection Service – Inside City Limits)
Water Rate – Code 4N (Separate Private Fire Protection Service – Outside City Limits)

Water Rates - Continued

Water Rate – Code 4P (Fire Hydrants – Inside City Limits)

Water Rate – Code 4Q (Fire Hydrants – Outside City Limits)

Water Rate – Code 4R (Silver Springs Rural Community Water District – Wholesale)

Water Rate – Code 4S (Town of Norway – Wholesale)

Wastewater Rates

Wastewater Rate – Code 5A (Small General Service – Inside City Limits)

Wastewater Rate – Code 5B (Commercial – Inside City Limits)

Wastewater Rate – Code 5C (Industrial – Inside City Limits)

Wastewater Rate – Code 5D (Small General Service – Outside City Limits)

Wastewater Rate – Code 5E (Commercial – Outside City Limits)

Wastewater Rate – Code 5F (Industrial - Outside City Limits)

Wastewater Rate – Code 5H (Multiple Unit Dwellings or Businesses)
(Inside City Limits)

Wastewater Rate – Code 5I (Multiple Unit Dwellings or Businesses)
(Outside City Limits)

Wastewater Rate – Code 5J (Wholesale – Outside City Limits)

DONE AND RATIFIED by Council duly assembled this 1st day of
September, 2009.



Paul G. Minner
Mayor

Blaine Haire
Charles B. Baskerville
James K. Kenealy
Chris J. J. J.

Members of Council

ATTEST:

Carol N. Johnson
City Clerk

DEPARTMENT OF PUBLIC UTILITIES
CITY OF ORANGEBURG
PROJECTED BUDGET
TOTAL PROJECTIONS

	ACTUAL 2007-2008	PROJECTED 2009-2010
<u>OPERATING INCOME:</u>		
Net Billings	\$ 95,146,715	\$ 95,742,341
Water and Wastewater Taps	401,500	361,000
Water and Wastewater Impact Fees	221,296	301,000
Counter Service Fees	934,467	975,187
Fiber Rentals	42,398	85,500
Miscellaneous Sales & Services	362,277	346,000
Charge Off Accts Collected	91,392	114,000
TOTAL INCOME	<u>\$ 97,200,045</u>	<u>\$ 97,925,028</u>
<u>COST OF SALES:</u>		
Electricity Purchased	\$ 51,554,421	\$ 50,649,572
Natural Gas Purchased	11,720,171	12,325,500
GROSS PROFIT	<u>\$ 33,925,453</u>	<u>\$ 34,949,956</u>
<u>OPERATING EXPENSES:</u>		
Depreciation Expense	\$ 6,645,598	\$ 7,413,287
Operating Expense	7,608,501	8,263,623
Administrative Expense	7,629,548	8,389,709
Bad Debt Expense	135,374	140,903
TOTAL OPERATING EXPENSE	<u>\$ 22,019,021</u>	<u>\$ 24,207,522</u>
OPERATING PROFIT	\$ 11,906,432	\$ 10,742,434
<u>NON-OPERATING REVENUE:</u>		
Interest Earned Short-Term Investment	\$ 646,136	\$ 237,500
Interest Earned 2004 Bond Issue	14,027	1,999
TOTAL NON-OPERATING REVENUE	<u>\$ 660,163</u>	<u>\$ 239,499</u>
TOTAL OPERATING & NON-OPERATING REVENUE	\$ 12,566,595	\$ 10,981,933
<u>NON-OPERATING EXPENSE:</u>		
Other Interest Expense	\$ -	\$ -
Interest 2004 Bond Issue	175,015	142,500
TOTAL NON-OPERATING EXPENSE	<u>\$ 175,015</u>	<u>\$ 142,500</u>
NET PROFIT	\$ 12,391,580	\$ 10,839,433

DEPARTMENT OF PUBLIC UTILITIES
CITY OF ORANGEBURG
PROJECTED BUDGET
ELECTRIC DIVISION

	<u>ACTUAL</u> <u>2007-2008</u>	<u>PROJECTED</u> <u>2009-2010</u>
<u>OPERATING INCOME:</u>		
Net Billings	\$ 69,559,263	\$ 67,937,200
Counter Service Fees	663,913	690,470
Fiber Rentals	42,398	85,500
Miscellaneous Sales & Services	247,146	225,500
Charge Off Accts Collected	72,192	93,250
TOTAL INCOME	<u>\$ 70,584,912</u>	<u>\$ 69,031,920</u>
<u>COST OF SALES:</u>		
Electricity Purchased	<u>\$ 51,554,421</u>	<u>\$ 50,649,572</u>
GROSS PROFIT	<u>\$ 19,030,491</u>	<u>\$ 18,382,348</u>
<u>OPERATING EXPENSES:</u>		
Depreciation Expense	\$ 3,120,798	\$ 3,401,813
Operating Expense	2,357,671	2,437,832
Administrative Expense	3,535,397	3,945,503
Bad Debt Expense	104,292	107,733
TOTAL OPERATING EXPENSE	<u>\$ 9,118,158</u>	<u>\$ 9,892,881</u>
OPERATING PROFIT	\$ 9,912,333	\$ 8,489,467
<u>NON-OPERATING REVENUE:</u>		
Interest Earned Short-Term Investment	\$ 369,544	\$ 128,250
Interest Earned 2004 Bond Issue	7,191	1,025
TOTAL NON-OPERATING REVENUE	<u>\$ 376,735</u>	<u>\$ 129,275</u>
TOTAL OPERATING & NON-OPERATING REVENUE	\$ 10,289,068	\$ 8,618,742
<u>NON-OPERATING EXPENSE:</u>		
Other Interest Expense	\$ -	\$ -
Interest 2004 Bond Issue	85,906	73,955
TOTAL NON-OPERATING EXPENSE	<u>\$ 85,906</u>	<u>\$ 73,955</u>
NET PROFIT	\$ 10,203,162	\$ 8,544,787

DEPARTMENT OF PUBLIC UTILITIES
CITY OF ORANGEBURG
PROJECTED BUDGET
GAS DIVISION

	<u>ACTUAL</u> <u>2007-2008</u>	<u>PROJECTED</u> <u>2009-2010</u>
<u>OPERATING INCOME:</u>		
Net Billings	\$ 14,947,208	\$ 16,284,025
Counter Service Fees	178,669	184,717
Miscellaneous Sales & Services	8,919	9,500
Charge Off Accts Collected	7,732	8,250
TOTAL INCOME	<u>\$ 15,142,528</u>	<u>\$ 16,486,492</u>
<u>COST OF SALES:</u>		
Natural Gas Purchased	<u>\$ 11,720,171</u>	<u>\$ 12,325,500</u>
GROSS PROFIT	<u>\$ 3,422,357</u>	<u>\$ 4,160,992</u>
<u>OPERATING EXPENSES:</u>		
Depreciation Expense	\$ 603,114	\$ 665,750
Operating Expense	519,666	562,798
Administrative Expense	1,096,432	1,185,706
Bad Debt Expense	13,250	14,220
TOTAL OPERATING EXPENSE	<u>\$ 2,232,462</u>	<u>\$ 2,428,474</u>
OPERATING PROFIT	\$ 1,189,895	\$ 1,732,518
<u>NON-OPERATING REVENUE:</u>		
Interest Earned Short-Term Investment	\$ 82,554	\$ 32,775
Interest Earned 2004 Bond Issue	1,417	202
TOTAL NON-OPERATING REVENUE	<u>\$ 83,971</u>	<u>\$ 32,977</u>
TOTAL OPERATING & NON-OPERATING REVENUE	\$ 1,273,866	\$ 1,765,495
<u>NON-OPERATING EXPENSE:</u>		
Other Interest Expense	\$ -	\$ -
Interest 2004 Bond Issue	17,542	13,494
TOTAL NON-OPERATING EXPENSE	<u>\$ 17,542</u>	<u>\$ 13,494</u>
NET PROFIT	\$ 1,256,324	\$ 1,752,001

DEPARTMENT OF PUBLIC UTILITIES
CITY OF ORANGEBURG
PROJECTED BUDGET
WATER DIVISION

	<u>ACTUAL</u> <u>2007-2008</u>	<u>PROJECTED</u> <u>2009-2010</u>
<u>OPERATING INCOME:</u>		
Net Billings	\$ 6,081,662	\$ 6,871,741
Water Taps	334,855	185,500
Water Impact Fees	133,075	150,500
Counter Service Fees	54,890	61,500
Miscellaneous Sales & Services	53,720	65,500
Charge Off Accts Collected	7,993	8,250
TOTAL INCOME	<u>\$ 6,666,195</u>	<u>\$ 7,342,991</u>
GROSS PROFIT	\$ 6,666,195	\$ 7,342,991
<u>OPERATING EXPENSES:</u>		
Depreciation Expense	\$ 1,502,468	\$ 1,822,262
Operating Expense	2,522,307	2,833,250
Administrative Expense	2,075,846	2,235,000
Bad Debt Expense	11,340	12,500
TOTAL OPERATING EXPENSE	<u>\$ 6,111,961</u>	<u>\$ 6,903,012</u>
OPERATING PROFIT	\$ 554,234	\$ 439,979
<u>NON-OPERATING REVENUE:</u>		
Interest Earned Short-Term Investment	\$ 128,583	\$ 51,300
Interest Earned 2004 Bond Issue	4,814	686
TOTAL NON-OPERATING REVENUE	<u>\$ 133,397</u>	<u>\$ 51,986</u>
TOTAL OPERATING & NON-OPERATING REVENUE	\$ 687,631	\$ 491,965
<u>NON-OPERATING EXPENSE:</u>		
Other Interest Expense	\$ -	\$ -
Interest 2004 Bond Issue	63,964	49,203
TOTAL NON-OPERATING EXPENSE	<u>\$ 63,964</u>	<u>\$ 49,203</u>
NET PROFIT	\$ 623,667	\$ 442,762

DEPARTMENT OF PUBLIC UTILITIES
CITY OF ORANGEBURG
PROJECTED BUDGET
WASTEWATER DIVISION

	<u>ACTUAL</u> <u>2007-2008</u>	<u>PROJECTED</u> <u>2009-2010</u>
<u>OPERATING INCOME:</u>		
Net Billings	\$ 4,558,582	\$ 4,649,375
Wastewater Taps	66,645	175,500
Wastewater Impact Fees	88,221	150,500
Counter Service Fees	36,995	38,500
Miscellaneous Sales & Services	52,492	45,500
Charge Off Accts Collected	3,475	4,250
TOTAL INCOME	<u>\$ 4,806,410</u>	<u>\$ 5,063,625</u>
GROSS PROFIT	\$ 4,806,410	\$ 5,063,625
<u>OPERATING EXPENSES:</u>		
Depreciation Expense	\$ 1,419,218	\$ 1,523,462
Operating Expense	2,208,857	2,429,743
Administrative Expense	921,873	1,023,500
Bad Debt Expense	6,492	6,450
TOTAL OPERATING EXPENSE	<u>\$ 4,556,440</u>	<u>\$ 4,983,155</u>
OPERATING PROFIT	\$ 249,970	\$ 80,470
<u>NON-OPERATING REVENUE:</u>		
Interest Earned Short-Term Investment	\$ 65,455	\$ 25,175
Interest Earned 2004 Bond Issue	605	86
TOTAL NON-OPERATING REVENUE	<u>\$ 66,060</u>	<u>\$ 25,261</u>
TOTAL OPERATING & NON-OPERATING REVENUE	\$ 316,030	\$ 105,731
<u>NON-OPERATING EXPENSE:</u>		
Other Interest Expense	\$ -	\$ -
Interest 2004 Bond Issue	7,603	5,848
TOTAL NON-OPERATING EXPENSE	<u>\$ 7,603</u>	<u>\$ 5,848</u>
NET PROFIT	\$ 308,427	\$ 99,883

Department of Public Utilities
Approved Capital Improvements Planned
Fiscal Year 2009 – 2010

Administrative Communications Improvements	\$ 350,000
Medium Voltage Breaker & Relay Replacement	\$ 710,000
Natural Gas Service on Big Buck Boulevard	\$ 610,000
Relocation and Upgrade Highway 4/400 Booster Pump Station	\$ 950,000
Whitford Stage Creek Pump Station Upgrade	<u>\$1,074,148</u>
TOTAL	\$3,694,148

DEPARTMENT OF PUBLIC UTILITIES
CITY OF ORANGEBURG
PROJECTED SOURCES OF FUNDING & EXPENDITURES
FISCAL YEAR 2009 – 2010

	<u>2010</u>
<u>OPERATIONS:</u>	
Net Income	\$10,839,433
Charges Against Operations Not Requiring Working Capital - Depreciation	<u>\$ 7,413,287</u>
TOTAL	\$18,252,720
 <u>USE OF WORKING CAPITAL:</u>	
Approved Capital Projects For Fiscal Year	\$ 3,694,148 **
Cash Transfer to City General Fund In Lieu of Taxes	\$ 4,250,000
DPU Re-Investments	\$ 9,095,437
2004 Bond Issue Principal	\$ 950,000
2009 SRF Loan	<u>\$ 263,135</u>
TOTAL	\$18,252,720

** SEE ATTACHMENT FOR BREAKDOWN OF APPROVED CAPITAL PROJECTS

Applicable:

To a single-family dwelling unit or individual dwelling units in apartment or other multi-family residential structures where each unit is served through a separate gas meter. This schedule is not applicable to a residence that is used for commercial, professional, or any other enterprise unless the domestic use is separately metered.

Monthly Rate:

Customer will pay monthly for service based on separately applied charges for System Gas Supply, Distribution, Customer Service, and Weather Normalization components.

Supply Charge:

Customer will pay a monthly charge for system gas supply based on total deliveries to Customer.

Distribution Charge:

\$0.2325 per therm delivered

Service Charge:

\$5.50 per meter per month

Weather Normalization Charge:

A Weather Normalization Charge will be assessed during the months of October through April to adjust for fluctuations in consumption due to colder or warmer than normal weather.

Note: “General Terms and Conditions” in effect apply to above.

Effective: October 1, 2009

Applicable:

To any non-domestic and/or commercial or industrial customer having requirements of less than 4,000 therms per month.

Monthly Rate:

Customer will pay monthly for service based on separately applied charges for System Gas Supply, Distribution, Customer Service, and Weather Normalization components.

Supply Charge:

Customer will pay a monthly charge for system gas supply based on total deliveries to Customer.

Distribution Charge:

\$0.2265 per therm delivered

Service Charge:

\$12.00 per meter per month

Weather Normalization Charge:

A Weather Normalization Charge will be assessed during the months of October through April to adjust for fluctuations in consumption due to colder or warmer than normal weather.

Note: “General Terms and Conditions” in effect apply to above.

Effective: October 1, 2009

Applicable:

To any non-domestic and/or commercial or industrial customer having requirements in excess of 400 dekatherms per month. This rate schedule is not available to any customer whose requirements exceed 250 dekatherms per day on 4 or more days during the most recent 12 month period. In order to receive service hereunder, Customer must provide and pay for the cost of suitable communication equipment and power source (including any ongoing monthly charges) for Department installed flow computer and other metering equipment.

Monthly Rate:

Customer will pay monthly for service based on separately applied charges for System Gas Supply, Distribution, Customer Service, and Weather Normalization components.

System Gas Supply Charge:

Customer will pay a monthly charge for system gas supply based on total deliveries to Customer.

Distribution Charge:

\$1.915 per dekatherm delivered

Service Charge:

\$100.00 per bill

Weather Normalization Charge:

A Weather Normalization Charge will be assessed during the months of October through April to adjust for fluctuations in consumption due to colder or warmer than normal weather.

Note: “General Terms and Conditions” in effect apply to above.

Effective: October 1, 2009

Applicable:

As a convenience to Customers who do not desire to transport gas, this Rate Schedule is applicable to any Customer having requirements in excess of 1,000 dekatherms per month and who elects to take service hereunder. Customers served hereunder must have adequate standby facilities to meet requirements in the event of service interruption or curtailment, or takes Contract Service under the Department's Contract Demand and/or Propane Peaking Service Gas Sales Rate Schedules (Rate Codes 3E and 3F, respectively). Service under this Rate Schedule is not available to any Customer who transports gas under the Department's Gas Transportation Rate Schedule (Rate Code 3G). Service hereunder is interruptible and may be interrupted or curtailed by the Department at any time. In order to receive service hereunder, Customer must execute a service agreement and provide and pay for the cost of suitable communication equipment and power source (including any ongoing monthly charges) for Department installed flow computer and other metering equipment.

Monthly Rate:

Customer will pay monthly for service based on separately applied charges for Interruptible Gas Supply, Distribution, and Customer Service components. The monthly rate charged by the Department is intended to equal the rate Customer would pay if Customer contracted directly for interruptible upstream capacity from Carolina Gas Transmission (CGT) and Southern Natural Gas (SNG) plus Department's cost of gas.

Supply Charge:

Customer will pay monthly for all interruptible gas consumed by Customer based on the sum of:

1. The price paid by the Department for its system gas supply, as adjusted for losses, plus
2. The rate charged per Dth by CGT for interruptible transportation service pursuant to CGT's Rate Schedule IT Zone 1, plus fuel and variable cost, as adjusted for losses, plus
3. The rate charged per Dth by SNG for interruptible transportation service pursuant to SNG's Rate Schedule IT Zone 1 to Zone 3, plus fuel and variable cost, as adjusted for losses, plus
4. \$0.05 per Dth delivered.

Distribution Charge:

\$0.80 per dekatherm delivered

Service Charge:

\$250.00 per bill - In the event the Customer pays a Customer Service Charge pursuant to the Department's Contract Demand Service Gas Sales Rate Schedule (Rate Code 3E) or Propane Peak Shaving Service Gas Sales Rate Schedule (Rate Code 3F), this charge will be waived.

Scheduling:

Customer is responsible for scheduling deliveries with the Department (or the Department's agent) five days before the beginning of each billing month. Should Customer fail to schedule deliveries, the Department will assign a scheduled quantity equal to the quantity previously scheduled by Customer.

Balancing:

Customer is responsible for balancing actual deliveries with scheduled quantities on a monthly basis. To the extent Customer's failure to balance actual deliveries with scheduled quantities contributes to any penalty or additional cost to the Department, Customer shall reimburse Department for such additional cost.

Competitive Pricing Provision:

In the event the Customer can demonstrate that the Customer's as-fired price of alternative fuel is less than the level of the charges determined as set forth above, the Department, at its sole discretion may reduce the Interruptible Gas Supply Charge to a level, which when added to the Department's Distribution Charge, is not less than the as-fired cost of the Customer's alternative fuel. In no event will the Department reduce the Interruptible Gas Supply Charge to a level less than the Department's out-of-pocket cost of gas.

In the event that the Customer's as-fired price of alternative fuel is less than the level of the charges determined as set forth above, with the Interruptible Gas Supply Charge reduced to its minimum, the Department, at its sole discretion may reduce its Distribution Charge. In no event will the Department reduce its Distribution Charge below \$0.05 per dekatherm.

Unauthorized Deliveries:

The Department retains the right to discontinue interruptible service on one-hour's notice for as long as necessary to protect economic deliveries to its firm customers. During periods of interruption or curtailment, all deliveries to the Customer in excess of any Contract Demand that the Customer may have for Contract Demand Service and/or Propane Peaking Service will be considered unauthorized. Unauthorized deliveries will be subject to (in addition to all other charges) a \$25.00 per dekatherm penalty plus any penalty or other charges incurred by the Department attributable to Customer's failure to limit deliveries to authorized levels. The above Competitive Pricing Provision will not apply to unauthorized deliveries.

Note: "General Terms and Conditions" in effect apply to above.

Effective: October 1, 2009

Applicable:

This rate schedule is applicable to any Customer who has entered into a Service Agreement that specifies a Contract Demand for the purchase of gas under this Rate Schedule. Service under this Rate Schedule is dependent upon the Department successfully securing the rights to any additional capacity which the Department in its sole opinion, determines is required in order to serve the Customer and continue economic service to existing firm service customers. Service under this rate schedule is first through the meter. All quantities of natural gas delivered to the Customer on any day in excess of Contract Demand are considered interruptible. At Customer's option, such interruptible deliveries will be supplied by the Department pursuant to the terms and conditions of the Department's Interruptible Service Gas Sales Rate Schedule (Code 3D) or Gas Transportation Service Rate Schedule (Code 3G). All deliveries in excess of Contract Demand must be scheduled by Customer. In order to receive service hereunder, Customer must provide and pay for the cost of suitable communication equipment and power source (including any ongoing monthly charges) of Department installed flow computer and other metering equipment.

Monthly Rate:

Customer will pay monthly for service based on separately applied charges for Contract Demand Gas Supply – Demand, Contract Demand Gas Supply – Commodity, Distribution, and Customer Service components. The monthly rate charged by the Department is intended to equal the rate Customer would pay if Customer contracted directly for firm upstream transportation capacity from Carolina Gas Transmission Corporation (CGT) and Southern Natural Gas (SNG) plus Department's cost of gas.

Contract Demand Gas Supply – Demand Charge:

Customer will pay monthly for each dekatherm of Contract Demand, the Department's Contract Demand Gas Supply – Demand Charge. The Department's Contract Demand Gas Supply – Demand Charge is the maximum rate (as adjusted for losses) related to demand and/or reservation charges associated with the delivery of gas to the Department transported pursuant to CGT's FT Firm Transportation Service Rate Schedule for Zone 1 and SNG's Firm Transportation Service Rate Schedule Zone 1 to Zone 3, as adjusted for losses. Costs include all demand related costs associated with the transportation of such gas by CGT and SNG.

Contract Demand Gas Supply – Commodity Charge:

Customer will pay monthly for each dekatherm delivered, the Department's Contract Demand Gas Supply – Commodity Charge. The Department's Contract Demand Gas Supply – Commodity Charge is the sum of:

1. The price paid by the Department for its system gas supply, as adjusted for losses, plus
2. The commodity rate charged per Dth by Carolina Gas Transmission (CGT) for firm transportation service pursuant to CGT's Rate Schedule FT Zone 1, plus fuel and variable cost, as adjusted for losses, plus
3. The rate charged per Dth by Southern Natural Gas (SNG) for firm transportation service pursuant to SNG's Rate Schedule FT Zone 1 to Zone 3, plus fuel and variable cost, as adjusted for losses, plus
4. \$0.05 per Dth delivered.

Distribution Charge:

Demand Charge: \$3.00 per dekatherm of Contract Demand
Commodity Charge: \$0.45 per dekatherm delivered

Customer Service Charge:

\$250.00 per bill

Minimum:

The monthly minimum charge is the Contract Demand Gas Supply – Demand Charge plus the Distribution Demand Charge plus the Customer Service Charge.

Deliveries in Excess of Contract Demand:

Daily deliveries in excess of the Customer's Contract Demand are considered Interruptible Sales delivered to Customer pursuant to the Department's Interruptible Service Gas Sales Rate Schedule (Rate Code 3D) or transportation gas delivered to Customer pursuant to the Department's Gas Transportation Service Rate Schedule (Rate Code 3G). Customer shall designate in its service agreement for Contract Demand Service whether Customer will purchase or transport volumes in excess of Contract Demand (including Propane Peaking Service). Customer will be billed monthly for daily deliveries in excess of Contract Demand on the basis of the rate charges and terms and conditions set forth in either the Department's Interruptible Service Gas Sales Rate Schedule (Rate Code 3D) or Department's Gas Transportation Service Rate Schedule (Rate Code 3G).

Note: "General Terms and Conditions" in effect apply to above.

Effective: October 1, 2009

Applicable:

This rate schedule is applicable to any consumer who has entered into a Service Agreement that specifies a Contract Demand for Service under this Rate Schedule. The Department reserves the right to limit service under this Rate Schedule to existing customers taking service hereunder where the Department, in its sole opinion has determined that sufficient capacity is not available to provide such additional service without jeopardizing economic service to its other firm service customers. Deliveries of gas under this Rate Schedule are limited to periods of curtailment or interruption on the Department's system. In order to receive service hereunder, Customer must provide and pay for the cost of suitable communication equipment and power source (including any ongoing monthly charges) for Department installed flow computer and other metering equipment.

Monthly Rate:

Customer will pay monthly for service hereunder based on separately applied charges for Propane Peaking Gas Supply – Demand, Propane Peaking Gas Supply – Commodity, Propane Peaking gas Supply – Excess Inventory, Distribution, and Customer Service components.

Propane Peaking Gas Supply – Demand Charge:

\$1.00 per dekatherm of Contract Demand

Propane Peaking Gas Supply – Commodity Charge:

Customer will pay monthly for each dekatherm delivered, the Department's average unit cost (as adjusted for losses) associated with propane used by the Department in its Propane-Air Peak Shaving Plant.

Propane Peaking Gas Supply – Excess Inventory Charge:

Customer will pay a monthly surcharge of \$0.22 per dekatherm for each dekatherm of gas delivered under this Rate Schedule during the 6 month period ended with the current billing month, in excess of 6 times Customer's Propane Peaking Service Contract Demand.

Distribution Charge:

Demand Charge: \$3.00 per dekatherm of Contract Demand
Commodity Charge: \$0.45 per dekatherm delivered

Service Charge:

\$250.00 per bill – This charge will be discounted to \$50.00 in the event Customer pays a Customer Charge pursuant to the Department's Interruptible Service Gas Sales Rate Schedule (Rate Code 3D) or the Contract Demand Service Gas Sales Rate Schedule (Rate Code 3E).

Minimum:

The monthly minimum charge will be the Propane Peaking Gas Supply – Demand Charge, plus Propane Peaking Gas Supply – Excess Inventory Charge, plus Distribution – Demand Charge, plus Customer Service Charge.

Deliveries:

Deliveries hereunder will be limited to deliveries to the Customer during periods of interruption or curtailment. During periods of interruption or curtailment, deliveries in excess of the Customer's Contract Demand for Contract Demand Service will be considered Propane Peak Shaving Service up to the Customer's Propane Peak Shaving Contract Demand. Deliveries in excess of the Customer's Propane Peak Shaving Contract Demand will be considered delivered under the Department's Interruptible Service Gas Sales Rate Schedule and will be priced based on the unauthorized overrun provisions of that rate schedule.

Note: "General Terms and Conditions" in effect apply to above.

Effective: October 1, 2009

Applicable:

This rate schedule is applicable to any consumer who has entered into a Service Agreement with the Department for the transportation of natural gas through the Department's gas distribution system. Customer is responsible for the delivery of gas to the Department for transportation service hereunder. Service under this Rate Schedule is not available to any Customer who takes service under the Department's Interruptible Service Gas Sales Rate Schedule (Code 3D). The Department is under no obligation to deliver to Customer on any day, quantities of natural gas in excess of receipts by the Department of gas for Customer's account. In order to receive service hereunder, the Customer must provide and pay for the cost of suitable communication equipment and power source (including any ongoing monthly charges) of Department installed flow computer and other metering equipment.

Monthly Rate:

The Customer will pay monthly for service hereunder based on separately applied charges for Distribution and Customer Service components. In addition to these charges, the Customer will pay for any gas delivered to the Customer in excess of Receipts and will reimburse the Department for any costs attributable to the Customer's actions or inactions with regard to the Customer's purchase of gas and/or transportation of gas upstream of the Department, including but not limited to, the Customer's failure to balance daily receipts and deliveries and the Customer's failure to properly schedule receipts and deliveries.

Distribution Charge:

\$0.80 per dekatherm

Customer Service Charge:

\$250.00 per bill

Minimum:

The monthly minimum charge will be the Customer Service Charge.

Receipts:

As used herein, the term Receipts represents the volume of gas received for the account of the Department for redelivery to the Customer, less losses. Receipts in excess of the quantity of gas scheduled by Customer for delivery will be considered interruptible transportation gas.

Deliveries:

As used herein, Deliveries represent the volume of gas delivered by the Department to the Customer subject to this Rate Schedule. Deliveries to the customer on any day will be equal to the lesser of the quantity of gas received by the Department for the Customer's account or the metered quantity of gas delivered to the Customer. Metered deliveries on any day in excess of receipts will be used to offset any excess in receipts during the same billing month. Daily receipts by the Department in excess of metered deliveries to the Customer will be used to offset any deficiency in receipts during the same billing month, except, excess receipts may not be used to offset any deficiency which occurred on any day that the Department's system is in curtailment. On any day when the Department's system is in curtailment, excess metered deliveries over receipts will be considered sold to Customer as unauthorized overrun gas pursuant to the Department's Interruptible Service Gas Sales Rate Schedule (Rate Code 3D).

Balancing:

The Customer is required to balance receipts and deliveries on a daily basis. For each billing month, any excess in receipts over metered deliveries to the customer will be purchased by the Department at 95% of the Department's average unit cost of its lowest cost supply (including associated transportation charges as adjusted for losses). Any deficiency in receipts will be purchased by the Customer at 105% of the greater of the Interruptible Gas Supply Charge or the Department's out-of-pocket cost associated with the Customer's deficiency. In addition, the Customer will pay any penalty incurred by the Department attributable to the Customer's failure to balance receipts and deliveries.

Scheduling:

The Customer is responsible for the scheduling of receipts and deliveries with the Department (or the Department's agent) and with any other party that requires scheduling. The Customer must schedule receipts and deliveries with the Department 30 minutes in advance of the deadline established by CGT.

Service Character:

Transportation service hereunder is considered firm up to the lesser of the quantity of gas scheduled by Customer for delivery that day or the quantity of gas received that day by the Department for Customer's account. Quantities of gas received by the Department in excess of the firm quantity shall be considered as interruptible transportation gas. The Department however, reserves the right to interrupt, curtail, or suspend deliveries and/or receipts under this Rate Schedule if in the sole opinion of the Department such interruption, curtailment, or suspension is required in order to protect economic service to the Department's firm sales customers.

Service hereunder is limited to the delivery to the Customer, by the Department, of gas received by the Department for the account of Customer. Customer assumes all responsibility in connection with the purchase of gas and the delivery of gas to the Department. The Department provides no guarantee or warranty regarding the service provided by any entity upstream of the Department.

Note: "General Terms and Conditions" in effect apply to above.

Effective: October 1, 2009

Department of Public Utilities - Orangeburg, South Carolina

For tap sizes ¾”, 1”, or 1-1/2”, this rate shall only apply to a single “unit” supplied by an individual water meter. “Unit” shall mean a single dwelling unit (i.e., an apartment, a condominium, or a mobile home), a single shop or business establishment, or an industrial establishment.

Commodity Charge:

\$0.95 per 100 Cu. Ft. per month

Service Charge:

For ¾ inch tap -----	\$ 3.54 per month per bill
For 1 inch tap -----	\$ 5.15 per month per bill
For 1-1/2 inch tap -----	\$ 6.44 per month per bill
For 2 inch tap -----	\$ 12.85 per month per bill
For 3 inch tap -----	\$ 38.57 per month per bill
For 4 inch tap -----	\$ 51.42 per month per bill
For 6 inch tap -----	\$ 96.42 per month per bill
For 8 inch tap -----	\$ 128.55 per month per bill

Note: “General Terms and Conditions” in effect apply to above.

Effective: October 1, 2009

Water Rate – Codes 4D, 4E, 4F

General Service

(Outside City Limits)

Department of Public Utilities - Orangeburg, South Carolina

For tap sizes ¾”, 1”, or 1-1/2”, this rate shall only apply to a single “unit” supplied by an individual water meter. “Unit” shall mean a single dwelling unit (i.e., an apartment, a condominium, or a mobile home), a single shop or business establishment, or an industrial establishment.

Commodity Charge:

\$1.90 per 100 Cu. Ft. per month

Service Charge:

For ¾ inch tap -----	\$ 7.08 per month per bill
For 1 inch tap -----	\$ 10.30 per month per bill
For 1-1/2 inch tap -----	\$ 12.88 per month per bill
For 2 inch tap -----	\$ 25.70 per month per bill
For 3 inch tap -----	\$ 77.14 per month per bill
For 4 inch tap -----	\$ 102.84 per month per bill
For 6 inch tap -----	\$ 192.84 per month per bill
For 8 inch tap -----	\$ 257.10 per month per bill

Note: “General Terms and Conditions” in effect apply to above.

Effective: October 1, 2009

Water Rate - Code 4G

Detecto Check Fire Service
(Inside City Limits)

Department of Public Utilities - Orangeburg, South Carolina

Commodity Charge:

\$2.57 per 100 Cu. Ft. per month

Service Charge:

For 4 inch tap -----	\$ 51.42 per month per bill
For 6 inch tap -----	\$ 96.42 per month per bill
For 8 inch tap -----	\$ 128.55 per month per bill
For 10 inch tap -----	\$ 160.69 per month per bill
For 12 inch tap -----	\$ 192.83 per month per bill

Customers who are billed on this rate for fire protection service will not be required to pay for water actually used to fight a fire on the property which this meter provides service. The customer must provide the Department a Fire Incident Report from the applicable Fire Department in order for this provision to apply.

Note: “General Terms and Conditions” in effect apply to above.

Effective: October 1, 2009

Water Rate - Code 4H

Multiple Unit Dwellings or Businesses

(Inside City Limits)

Department of Public Utilities - Orangeburg, South Carolina

This rate shall only apply to tap sizes ¾”, 1”, or 1-½”, for water meters supplying more than a single unit.

1. In units that are served through a common water meter, but have separate electric meters, the utility bill having the electric charges will also show the water service charge for that unit. The commodity charge for the water service will be shown on the utility bill for water.
2. In units having common water and electric services, the water service charges will be made a part of the utility bill for water. The commodity charge will be based on the water consumption and the service charge will be computed by multiplying the number of units which have water service, times the service charge.
3. “Unit” shall mean a single dwelling unit (i.e., an apartment, a condominium, or a mobile home), a single shop or business establishment, or an industrial establishment. Each guest-room of a hotel, motel, hospital, nursing home, or dormitory shall be considered ½ unit.

Commodity Charge:

\$0.95 per 100 Cu. Ft. per month

Service Charge:

For ¾ inch tap	-----	\$ 3.54 per unit per month
For 1 inch tap	-----	\$ 5.15 per unit per month
For 1-1/2 inch tap	-----	\$ 6.44 per unit per month

Note: “General Terms and Conditions” in effect apply to above.

Effective: October 1, 2009

Water Rate - Code 4I

Multiple Unit Dwellings or Businesses

(Outside City Limits)

Department of Public Utilities - Orangeburg, South Carolina

This rate shall only apply to tap sizes ¾”, 1”, or 1-½”, for water meters supplying more than a single unit.

1. In units that are served through a common water meter, but have separate electric meters, the utility bill having the electric charges will also show the water service charge for that unit. The commodity charge for the water service will be shown on the utility bill for water.
2. In units having common water and electric services, the water service charges will be made a part of the utility bill for water. The commodity charge will be based on the water consumption and the service charge will be computed by multiplying the number of units which have water service, times the service charge.
3. “Unit” shall mean a single dwelling unit (i.e., an apartment, a condominium, or a mobile home), a single shop or business establishment, or an industrial establishment. Each guest-room of a hotel, motel, hospital, nursing home, or dormitory shall be considered ½ unit.

Commodity Charge:

\$1.90 per 100 Cu. Ft. per month

Service Charge:

For ¾ inch tap -----	\$ 7.08 per unit per month
For 1 inch tap -----	\$ 10.30 per unit per month
For 1-1/2 inch tap -----	\$ 12.88 per unit per month

Note: “General Terms and Conditions” in effect apply to above.

Effective: October 1, 2009

Water Rate - Code 4J

Detecto Check Fire Service

(Outside City Limits)

Department of Public Utilities - Orangeburg, South Carolina

Commodity Charge:

\$5.14 per 100 Cu. Ft. per month

Service Charge:

For 4 inch tap -----	\$ 102.84 per month per bill
For 6 inch tap -----	\$ 192.84 per month per bill
For 8 inch tap -----	\$ 257.10 per month per bill
For 10 inch tap -----	\$ 321.38 per month per bill
For 12 inch tap -----	\$ 385.66 per month per bill

Customers who are billed on this rate for fire protection service will not be required to pay for water actually used to fight a fire on the property which this meter provides service. The customer must provide the Department a Fire Incident Report from the applicable Fire Department in order for this provision to apply.

Note: "General Terms and Conditions" in effect apply to above.

Effective: October 1, 2009

Combined General & Private

(Inside City Limits)

Department of Public Utilities - Orangeburg, South Carolina

Commodity Charge:

\$0.95 per 100 Cu. Ft. per month

Service Charge:

For 4 inch tap ----- \$ 51.42 per month per bill

For 6 inch tap ----- \$ 96.42 per month per bill

For 8 inch tap ----- \$ 128.55 per month per bill

For 10 inch tap ----- \$ 160.69 per month per bill

For 12 inch tap ----- \$ 192.83 per month per bill

Customers who are billed on this rate for fire protection service will not be required to pay for water actually used to fight a fire on the property which this meter provides service. The customer must provide the Department a Fire Incident Report from the applicable Fire Department in order for this provision to apply.

Note: "General Terms and Conditions" in effect apply to above.

Effective: October 1, 2009

Water Rate - Code 4L

**Combined General & Private
Fire Protection Service
(Outside City Limits)**

Department of Public Utilities - Orangeburg, South Carolina

Commodity Charge:

\$1.90 per 100 Cu. Ft. per month

Service Charge:

For 4 inch tap -----	\$102.84 per month per bill
For 6 inch tap -----	\$192.84 per month per bill
For 8 inch tap -----	\$257.10 per month per bill
For 10 inch tap -----	\$321.38 per month per bill
For 12 inch tap -----	\$385.66 per month per bill

Customers who are billed on this rate for fire protection service will not be required to pay for water actually used to fight a fire on the property which this meter provides service. The customer must provide the Department a Fire Incident Report from the applicable Fire Department in order for this provision to apply.

Note: “General Terms and Conditions” in effect apply to above.

Effective: October 1, 2009

Water Rate - Code 4M

Separate Private Fire Protection Service

(Inside City Limits)

Department of Public Utilities - Orangeburg, South Carolina

Commodity Charge:

\$2.57 per 100 Cu. Ft. per month

Service Charge:

For 4 inch tap -----	\$ 51.42 per month per bill
For 6 inch tap -----	\$ 96.42 per month per bill
For 8 inch tap -----	\$128.55 per month per bill
For 10 inch tap -----	\$160.69 per month per bill
For 12 inch tap -----	\$192.83 per month per bill

Customers who are billed on this rate for fire protection service will not be required to pay for water actually used to fight a fire on the property which this meter provides service. The customer must provide the Department a Fire Incident Report from the applicable Fire Department in order for this provision to apply.

Note: "General Terms and Conditions" in effect apply to above.

Effective: October 1, 2009

Water Rate - Code 4N

Separate Private Fire Protection Service

(Outside City Limits)

Department of Public Utilities - Orangeburg, South Carolina

Commodity Charge:

\$5.14 per 100 Cu. Ft. per month

Service Charge:

For 4 inch tap -----	\$102.84 per month per bill
For 6 inch tap -----	\$192.84 per month per bill
For 8 inch tap -----	\$257.10 per month per bill
For 10 inch tap -----	\$321.38 per month per bill
For 12 inch tap -----	\$385.66 per month per bill

Customers who are billed on this rate for fire protection service will not be required to pay for water actually used to fight a fire on the property which this meter provides service. The customer must provide the Department a Fire Incident Report from the applicable Fire Department in order for this provision to apply.

Note: "General Terms and Conditions" in effect apply to above.

Effective: October 1, 2009

Department of Public Utilities - Orangeburg, South Carolina

Net Monthly Rate

The following is the rate schedule for fire hydrants installed in the City of Orangeburg.

Service Charge: \$6.11 per fire hydrant per month

Note: “General Terms and Conditions” in effect apply to above.

Effective: October 1, 2009

Department of Public Utilities - Orangeburg, South Carolina

Net Monthly Rate

The following is the rate schedule for fire hydrants installed outside the City of Orangeburg.

Service Charge: \$12.22 per fire hydrant per month

Note: “General Terms and Conditions” in effect apply to above.

Effective: October 1, 2009

Department of Public Utilities - Orangeburg, South Carolina

Commodity Charge:

\$1.08 per 100 Cu. Ft. per month

Service Charge:

\$141.59 per month

Contract Demand

Minimum Bill:

Contract demand times commodity charge per month

A new CONTRACT DEMAND shall be calculated annually at the close of the Department of Public Utilities' fiscal year. The new calculated CONTRACT DEMAND shall be 65 percent of the average of the previous twelve months billing (amount billed). The CONTRACT DEMAND shall never be less than the initial CONTRACT DEMAND of 467.91 Ccf per month. The new CONTRACT DEMAND shall become effective with the October billing of the new fiscal year.

Note: "General Terms and Conditions" in effect apply to above.

Effective: November 1, 2009

Commodity Charge:

\$1.08 per 100 Cu. Ft. per month

Service Charge:

\$141.59 per month

Contract Demand

Minimum Bill:

Contract demand times commodity charge per month

A new CONTRACT DEMAND shall be calculated annually at the close of the Department of Public Utilities' fiscal year. The new calculated CONTRACT DEMAND shall be 65 percent of the average of the previous twelve months billing (amount billed). The CONTRACT DEMAND shall never be less than the initial CONTRACT DEMAND of 2033.20 Ccf per month. The new CONTRACT DEMAND shall become effective with the October billing of the new fiscal year.

Note: "General Terms and Conditions" in effect apply to above.

Effective: November 1, 2009

Wastewater Rate - Code 5A

Small General Service

(Inside City Limits)

Department of Public Utilities - Orangeburg, South Carolina

Applicable:

To a single family dwelling unit or individual dwelling units in apartment structures or other multi-family residential structures supplied by individual water meters. This schedule is not applicable to a residence which is used for commercial, professional, or any other enterprise unless the domestic use can be separately metered.

Service Charge:

\$6.62 per bill per month

Commodity Charge:

\$1.23 per 100 cu. ft. per month

For purposes of billing, the commodity charge will be based on the metered water consumption. There shall be no additional charge for use in excess of the greater of 1,500 cubic feet or the average use of the revenue months of February and March.

Note: "General Terms and Conditions" in effect apply to above.

Effective: October 1, 2009

Department of Public Utilities - Orangeburg, South Carolina**Service Charge:**

\$6.62 per bill per month

Commodity Charge:

\$1.23 per 100 cu. ft. per month

Monitoring Charge:

For all waste where monitoring by DPU is required.

Waste Characteristic \$55.13 per bill per month

Grease, Oil, and Sand \$28.35 per bill per month

Surcharge:

For all waste with BOD and/or suspended solid concentrations in excess of 300 milligrams per liter and oil and grease concentration in excess of 100 mg/l.

$$S = V \times f$$

Where:

f = $0.00624 ((\$0.34 \text{ (BOD-300)} + \$0.17 \text{ (TSS-300)} + \$0.12 \text{ (O\&G-100)})$

S = Industrial waste surcharge in dollars

V = Sewage volume in hundred cubic feet

0.00624 = Conversion factor for hundred cubic feet to million pounds

BOD = The greater of BOD strength index in parts per million by weight* or 300 parts per million by weight

300 = Allowable BOD strength under normal volume charges in parts per million by weight*

TSS = The greater of suspended solids strength index in parts per million by weight* or 300 parts per million by weight

300 = Allowable suspended solids strength under normal volume charges in parts per million by weight*

O&G = The greater of oil and grease strength in ppm by weight* or 100 parts per million by weight

100 = Allowable oil and grease strength

*or mg/l

COD values may be substituted for BOD values at the discretion of the Department of Public Utilities. When COD values are used, the formula shall be modified as follows:

$$f = 0.00624 ((\$0.28 \text{ (COD-450)} + \$0.17 \text{ (TSS-300)} + \$0.12 \text{ (O\&G-100)})$$

where COD = The greater of COD strength index in parts per million by weight* or 450 parts per million by weight.

For the purposes of billing, the commodity charge and surcharge will be based on the metered water consumption. Commercial units which are strictly residential shall be exempt from a surcharge and monitoring charge.

Note: "General Terms and Conditions" in effect apply to above.

Effective: October 1, 2009

Department of Public Utilities - Orangeburg, South Carolina**Service Charge:**

\$16.54 per bill per month

Commodity Charge:

\$1.23 per 100 cu. ft. per month

Monitoring Charge:

For all waste where monitoring by DPU is required.

Waste Characteristic \$55.13 per bill per month

Grease, Oil, and Sand \$28.35 per bill per month

Surcharge:

For all waste with BOD and/or suspended solid concentrations in excess of 300 milligrams per liter and oil and grease concentration in excess of 100 mg/l.

$$S = V \times f$$

Where:

f = $0.00624 ((\$0.34 \text{ (BOD-300)} + \$0.17 \text{ (TSS-300)} + \$0.12 \text{ (O\&G-100)})$

S = Industrial waste surcharge in dollars

V = Sewage volume in hundred cubic feet

0.00624 = Conversion factor for hundred cubic feet to million pounds

BOD = The greater of BOD strength index in parts per million by weight* or 300 parts per million by weight

300 = Allowable BOD strength under normal volume charges in parts per million by weight*

TSS = The greater of suspended solids strength index in parts per million by weight* or 300 parts per million by weight

300 = Allowable suspended solids strength under normal volume charges in parts per million by weight*

O&G = The greater of oil and grease strength in ppm by weight* or 100 parts per million by weight

100 = Allowable oil and grease strength

*or mg/l

COD values may be substituted for BOD values at the discretion of the Department of Public Utilities. When COD values are used, the formula shall be modified as follows:

$$f = 0.00624 ((\$0.28 \text{ (COD-450)} + \$0.17 \text{ (TSS-300)} + \$0.12 \text{ (O\&G-100)})$$

where COD = The greater of COD strength index in parts per million by weight* or 450 parts per million by weight.

For the purposes of billing, the commodity charge and surcharge will be based on the metered water consumption. Commercial units which are strictly residential shall be exempt from a surcharge and monitoring charge.

Note: "General Terms and Conditions" in effect apply to above.

Effective: October 1, 2009

Wastewater Rate - Code 5D

Small General Service

(Outside City Limits)

Department of Public Utilities - Orangeburg, South Carolina

Applicable:

To a single family dwelling unit or individual dwelling units in apartment structures or other multi-family residential structures supplied by individual water meters. This schedule is not applicable to a residence which is used for commercial, professional, or any other enterprise unless the domestic use can be separately metered.

Service Charge:

\$13.24 per bill per month

Commodity Charge:

\$2.46 per 100 cu. ft. per month

For purposes of billing, the commodity charge will be based on the metered water consumption. There shall be no additional charge for use in excess of the greater of 1,500 cubic feet or the average use of the revenue months of February and March.

Note: "General Terms and Conditions" in effect apply to above.

Effective: October 1, 2009

Department of Public Utilities - Orangeburg, South Carolina

Service Charge:

\$13.24 per bill per month

Commodity Charge:

\$2.46 per 100 cu. ft. per month

Monitoring Charge:

For all waste where monitoring by DPU is required.

Waste Characteristic	\$110.26 per bill per month
Grease, Oil, and Sand	\$ 56.70 per bill per month

Surcharge:

For all waste with BOD and/or suspended solid concentrations in excess of 300 milligrams per liter and oil and grease concentration in excess of 100 mg/l.

$$S = V \times f$$

Where:

- f = 0.00624 ((\$0.68 (BOD-300) + \$0.34 (TSS-300) + \$0.24 (O&G-100))
 - S = Industrial waste surcharge in dollars
 - V = Sewage volume in hundred cubic feet
 - 0.00624 = Conversion factor for hundred cubic feet to million pounds
 - BOD = The greater of BOD strength index in parts per million by weight* or 300 parts per million by weight
 - 300 = Allowable BOD strength under normal volume charges in parts per million by weight*
 - TSS = The greater of suspended solids strength index in parts per million by weight* or 300 parts per million by weight
 - 300 = Allowable suspended solids strength under normal volume charges in parts per million by weight*
 - O&G = The greater of oil and grease strength in ppm by weight* or 100 parts per million by weight
 - 100 = Allowable oil and grease strength
- *or mg/l

COD values may be substituted for BOD values at the discretion of the Department of Public Utilities. When COD values are used, the formula shall be modified as follows:

f = 0.00624 ((\$0.56 (COD-450) + \$0.34 (TSS-300) + \$0.24 (O&G-100))
where COD = The greater of COD strength index in parts per million by weight* or 450 parts per million by weight.

For the purposes of billing, the commodity charge and surcharge will be based on the metered water consumption. Commercial units which are strictly residential shall be exempt from a surcharge and monitoring charge.

Note: “General Terms and Conditions” in effect apply to above.

Effective: October 1, 2009

Department of Public Utilities - Orangeburg, South Carolina

Service Charge:

\$33.08 per bill per month

Commodity Charge:

\$2.46 per 100 cu. ft. per month

Monitoring Charge:

For all waste where monitoring by DPU is required.

Waste Characteristic	\$110.26 per bill per month
Grease, Oil, and Sand	\$ 56.70 per bill per month

Surcharge:

For all waste with BOD and/or suspended solid concentrations in excess of 300 milligrams per liter and oil and grease concentration in excess of 100 mg/l.

$$S = V \times f$$

Where:

- f = 0.00624 ((\$0.68 (BOD-300) + \$0.34 (TSS-300) + \$0.24 (O&G-100))
 - S = Industrial waste surcharge in dollars
 - V = Sewage volume in hundred cubic feet
 - 0.00624 = Conversion factor for hundred cubic feet to million pounds
 - BOD = The greater of BOD strength index in parts per million by weight* or 300 parts per million by weight
 - 300 = Allowable BOD strength under normal volume charges in parts per million by weight*
 - TSS = The greater of suspended solids strength index in parts per million by weight* or 300 parts per million by weight
 - 300 = Allowable suspended solids strength under normal volume charges in parts per million by weight*
 - O&G = The greater of oil and grease strength in ppm by weight* or 100 parts per million by weight
 - 100 = Allowable oil and grease strength
- *or mg/l

COD values may be substituted for BOD values at the discretion of the Department of Public Utilities. When COD values are used, the formula shall be modified as follows:

$$f = 0.00624 ((\$0.56 (\text{COD}-450) + \$0.34 (\text{TSS}-300) + \$0.24 (\text{O\&G}-100))$$

where COD = The greater of COD strength index in parts per million by weight* or 450 parts per million by weight.

For the purposes of billing, the commodity charge and surcharge will be based on the metered water consumption. Commercial units which are strictly residential shall be exempt from a surcharge and monitoring charge.

Note: “General Terms and Conditions” in effect apply to above.

Effective: October 1, 2009

Wastewater Rate - Code 5H

Multiple Unit Dwellings or Businesses
(Inside City Limits)

Department of Public Utilities – Orangeburg, South Carolina

Page 1 of 2

Service Charge:
\$6.62 per unit per month

Commodity Charge:
\$1.23 per 100 cu. ft. per month

Monitoring Charge:
For all waste where monitoring by DPU is required.

Waste Characteristic	\$55.13 per bill per month
Grease, Oil, and Sand	\$28.35 per bill per month

Surcharge:
For all waste with BOD and/or suspended solid concentrations in excess of 300 milligrams per liter and oil and grease concentration in excess of 100 mg/l.

S = V x f

Where:

- f = 0.00624 ((\$0.34 (BOD-300) + \$0.17 (TSS-300) + \$0.12 (O&G-100))
 - S = Industrial waste surcharge in dollars
 - V = Sewage volume in hundred cubic feet
 - 0.00624 = Conversion factor for hundred cubic feet to million pounds
 - BOD = The greater of BOD strength index in parts per million by weight* or 300 parts per million by weight
 - 300 = Allowable BOD strength under normal volume charges in parts per million by weight*
 - TSS = The greater of suspended solids strength index in parts per million by weight* or 300 parts per million by weight
 - 300 = Allowable suspended solids strength under normal volume charges in parts per million by weight*
 - O&G = The greater of oil and grease strength in ppm by weight* or 100 parts per million by weight
 - 100 = Allowable oil and grease strength
- *or mg/l

COD values may be substituted for BOD values at the discretion of the Department of Public Utilities. When COD values are used, the formula shall be modified as follows:

f = 0.00624 ((\$0.28 (COD-450) + \$0.17 (TSS-300) + \$0.12 (O&G-100))
where COD = The greater of COD strength index in parts per million by weight* or 450 parts per million by weight.

Wastewater Rate - Code 5H Multiple Unit Dwellings or Businesses
(Inside City Limits)

Department of Public Utilities – Orangeburg, South Carolina

Page 2 of 2

For the purposes of billing, the commodity charge and surcharge will be based on the metered water consumption. Commercial units which are strictly residential shall be exempt from a surcharge and monitoring charge.

1. In units that are served through a common water meter, but have separate electric meters, the utility bill having the electric charges will also show the wastewater service charge for that unit. The commodity charge for the wastewater service will be shown on the utility bill for water.
2. In units having common water and electric services, the wastewater charge will be made a part of the utility bill for water. The commodity charge will be based on the water consumption and the service charge will be computed by multiplying the number of units which have wastewater service, times the service charge.
3. "Unit" shall mean a single dwelling unit (i.e., an apartment, a condominium, or a mobile home), a single shop or business establishment, or an industrial establishment. Each guest-room of a hotel, motel, hospital, nursing home, or dormitory shall be considered ½ unit.

Note: "General Terms and Conditions" in effect apply to above.

Effective: October 1, 2009

Wastewater Rate - Code 5I Multiple Unit Dwellings or Businesses
(Outside City Limits)

Department of Public Utilities – Orangeburg, South Carolina

Page 1 of 2

Service Charge:

\$13.24 per unit per month

Commodity Charge:

\$2.46 per 100 cu. ft. per month

Monitoring Charge:

For all waste where monitoring by DPU is required.

Waste Characteristic \$110.26 per bill per month

Grease, Oil, and Sand \$ 56.70 per bill per month

Surcharge:

For all waste with BOD and/or suspended solid concentrations in excess of 300 milligrams per liter and oil and grease concentration in excess of 100 mg/l.

$$S = V \times f$$

Where:

f = 0.00624 ((\$0.68 (BOD-300) + \$0.34 (TSS-300) + \$0.24 (O&G-100))

S = Industrial waste surcharge in dollars

V = Sewage volume in hundred cubic feet

0.00624 = Conversion factor for hundred cubic feet to million pounds

BOD = The greater of BOD strength index in parts per million by weight* or 300 parts per million by weight

300 = Allowable BOD strength under normal volume charges in parts per million by weight*

TSS = The greater of suspended solids strength index in parts per million by weight* or 300 parts per million by weight

300 = Allowable suspended solids strength under normal volume charges in parts per million by weight*

O&G = The greater of oil and grease strength in ppm by weight* or 100 parts per million by weight

100 = Allowable oil and grease strength

*or mg/l

COD values may be substituted for BOD values at the discretion of the Department of Public Utilities. When COD values are used, the formula shall be modified as follows:

$$f = 0.00624 (($0.56 (COD-450) + $0.34 (TSS-300) + $0.24 (O&G-100))$$

where COD = The greater of COD strength index in parts per million by weight* or 450 parts per million by weight.

Wastewater Rate - Code 5I Multiple Unit Dwellings or Businesses
(Outside City Limits)

Department of Public Utilities – Orangeburg, South Carolina

Page 2 of 2

For the purposes of billing, the commodity charge and surcharge will be based on the metered water consumption. Commercial units which are strictly residential shall be exempt from a surcharge and monitoring charge.

1. In units that are served through a common water meter, but have separate electric meters, the utility bill having the electric charges will also show the wastewater service charge for that unit. The commodity charge for the wastewater service will be shown on the utility bill for water.
2. In units having common water and electric services, the wastewater charge will be made a part of the utility bill for water. The commodity charge will be based on the water consumption and the service charge will be computed by multiplying the number of units which have wastewater service, times the service charge.
3. "Unit" shall mean a single dwelling unit (i.e., an apartment, a condominium, or a mobile home), a single shop or business establishment, or an industrial establishment. Each guest-room of a hotel, motel, hospital, nursing home, or dormitory shall be considered ½ unit.

Note: "General Terms and Conditions" in effect apply to above.

Effective: October 1, 2009

Wastewater Rate - Code 5J

Wholesale (Outside City Limits)

Department of Public Utilities - Orangeburg, South Carolina

Service Charge:

\$13.24 per unit per month

Commodity Charge:

\$1.94 per 100 cu. ft. per month

For the purposes of billing, the commodity charge and surcharge will be based on the metered wastewater. The service charge will be based on the number of units served by the entity discharging to the Department.

“Unit” shall mean a single dwelling unit (i.e., an apartment, a condominium, or a mobile home), a single shop or business establishment, or an industrial establishment. Each guest-room of a hotel, motel, hospital, nursing home, or dormitory shall be considered ½ unit.

Note: “General Terms and Conditions” in effect apply to above.

Effective: November 1, 2009



ORDINANCE No. 2009 – 15

AN ORDINANCE
TO ADOPT A BUDGET FOR THE OPERATION OF
THE DEPARTMENT OF PUBLIC UTILITIES OF THE
CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA
FOR THE FISCAL YEAR OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2010
INCLUDING THE ADOPTION OF NEW RATES
FOR THE DEPARTMENT OF PUBLIC UTILITIES EFFECTIVE ON THE DATES
INDICATED ON THE RATE SCHEDULES
PERTAINING TO NATURAL GAS, WATER AND WASTEWATER

BE IT ORDAINED by City Council duly assembled that the attached budget consisting of seven (7) pages is hereby adopted as the operating budget for the Department of Public Utilities of the City of Orangeburg for the fiscal year October 1, 2009 through September 30, 2010.

BE IT FURTHER ORDAINED that the Manager of the Department of Public Utilities is authorized to transfer budgeted amounts between line items and/or divisions or between approved capital projects in accordance with the duties and responsibilities of said Manager.

BE IT FURTHER ORDAINED that the following rates, hereto attached, be adopted, and declared effective and full force on the dates indicated on the rate schedule;

Gas Rates

Gas Rate – 3A (Small General Service)
Gas Rate – 3B (Medium General Service)
Gas Rate – 3C (Large General Service)
Gas Rate – 3D (Interruptible Service)
Gas Rate – 3E (Contract Demand Service)
Gas Rate – 3F (Propane Peaking Service)
Gas Rate – 3G (Gas Transportation Service)

Water Rates

Water Rate – Code 4A, 4B, 4C (General Service – Inside City Limits)
Water Rate – Code 4D, 4E, 4F (General Service – Outside City Limits)
Water Rate – Code 4G (Detecto Check Fire Service – Inside City Limits)
Water Rate – Code 4H (Multiple Unit Dwellings or Businesses – Inside City Limits)
Water Rate – Code 4I (Multiple Unit Dwellings or Businesses - Outside City Limits)
Water Rate – Code 4J (Detecto Check Fire Service – Outside City Limits)
Water Rate – Code 4K (Combined General & Private Fire Protection Service)
(Inside City)
Water Rate – Code 4L (Combined General & Private Fire Protection Service)
(Outside City)
Water Rate – Code 4M (Separate Private Fire Protection Service – Inside City Limits)
Water Rate – Code 4N (Separate Private Fire Protection Service – Outside City Limits)

Water Rates - Continued

Water Rate – Code 4P (Fire Hydrants – Inside City Limits)

Water Rate – Code 4Q (Fire Hydrants – Outside City Limits)

Water Rate – Code 4R (Silver Springs Rural Community Water District – Wholesale)

Water Rate – Code 4S (Town of Norway – Wholesale)

Wastewater Rates

Wastewater Rate – Code 5A (Small General Service – Inside City Limits)

Wastewater Rate – Code 5B (Commercial – Inside City Limits)

Wastewater Rate – Code 5C (Industrial – Inside City Limits)

Wastewater Rate – Code 5D (Small General Service – Outside City Limits)

Wastewater Rate – Code 5E (Commercial – Outside City Limits)

Wastewater Rate – Code 5F (Industrial - Outside City Limits)

Wastewater Rate – Code 5H (Multiple Unit Dwellings or Businesses)
(Inside City Limits)

Wastewater Rate – Code 5I (Multiple Unit Dwellings or Businesses)
(Outside City Limits)

Wastewater Rate – Code 5J (Wholesale – Outside City Limits)

DONE AND RATIFIED by Council duly assembled this 1st day of
September, 2009.



Paul G. Haire
Mayor

Blair Haire

Charles S. Banks

James H. Haire

Chris Haire

Members of Council

ATTEST:
Carol H. Haire
City Clerk

ORDINANCE NO. 2009-16

AN ORDINANCE TO ANNEX THE WITHIN DESCRIBED PROPERTY AS ORANGEBURG FOODS, INC. TAX MAP # 0173-19-03-003, INTO THE CITY OF ORANGEBURG, SOUTH CAROLINA

- WHEREAS,** a proper petition has been filed with the City Council by the property owner of Orangeburg Foods, Inc., for the entire parcel located on John C. Calhoun, TMP# 0173-19-03-003, being 100 percent of the freeholders owning 100 percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Orangeburg by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code Section§ 5-3-150 (3); and,
- WHEREAS,** it appears to Council that annexation would be in the best interest of the property owner and the City of Orangeburg; and,
- WHEREAS,** notice and public hearing requirements of S.C. Code Section § 5-3-150 (3) have been complied with.

The property is designated as follows on the City/County tax maps: #0173-19-03-003

The territory to be annexed is described as follows:

All that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being in and/or adjacent of the City of Orangeburg, County of Orangeburg, State of South Carolina, and being more particularly set forth and shown as tract "A", containing Eight and Nineteen-Hundredths (8.19) acres, more or less, on a Plat for Orangeburg Foods, Inc., and Piedmont Pork, Inc., prepared by Edisto Surveyors, Inc., approved by Richard L. Stroman, RLS, dated December 15, 1993, recorded in the Office of the RMC for Orangeburg County in Plat Book 70L at Page 325, said tract being irregular in shape and bounded and measuring as follows: COMMENCING AT A POINT ON THE RIGHT OF WAY OF Arthur Street, where the within described property adjoins lands of W. Perry Arant, Jr. and running N 9 degrees, 48 feet and 00 inches W, along the right of way of Arthur Street, a distance on One Hundred Sixty-eight and Seventy-six Hundredths (168.76) feet to a point; thence turning and running N 56 degrees 20 feet and 45 inches E, along the right of way of tracks of CSX Railroad, a distance of Seven Hundred Fifty-two and Thirty-seven Hundredths (752.37) feet to a point thence turning and running S 40 degrees 47 feet and 36 inches W, along the right of way of Road S-38-679, a distance of Two Hundred Eighty-two and Twenty-nine Hundredths (282.29) feet to a point; thence turning and running S 49 degrees 12 feet and 24 inches E, along the right of way of Road S-38-679, a distance of Forty (40) feet to a point; thence turning and running N 40 degrees 47 feet and 36 inches E, along the right of way of Road S-38-679, a distance of Four Hundred Nineteen and Seventy-six Hundredths (419.76) feet to an iron; thence turning and running S 75 degrees 33 feet and 19 inches E, along the right of way of US Route 301, a distance of Four and Twenty-eight Hundredths (4.28) feet to an iron; thence turning and running S 10 degrees 29 feet and 46 inches W, along a spur line of CSX Railroad, a distance of Two Hundred Sixty-six and Forty-six hundredths (266.46) feet to an iron; thence running 85 degrees 4 feet and 49 inches E, along said spur line, a distance of Four Hundred Seventy-six and Seven One-hundredths (476.07) feet to a pipe; thence turning and running S 74 degrees 17 feet and 50 inches W, along lands of Stephen D. Nash, right of way of Granary Street and lands of W. Perry Arant, Jr., a total distance of Five Hundred Fifty-three and Seventy-seven Hundredths (553.77) feet to a pipe; thence turning and running N 9 degrees 48 feet and 00 inches W, along lands of W. Perry Arant, Jr., measuring thereon Two Hundred Forty-five and Seventy-three Hundredths (245.73) feet to a pipe; thence a distance of Seven and Ninety-six hundredths (7.96) feet along lands of W. Perry Arant, Jr., to a man ole; thence turning and running a distance of Four and Fourteen-hundredths (4.14) feet along lands of W. Perry Arant, Jr., to a pipe; thence running S 80 degrees 12 feet and 00 inches W, along lands of W. Perry Arant, Jr., a distance of One Hundred Thirty-seven and Four One-hundredths (137.04) feet to the POINT OF BEGINNING.

Also: All that certain piece, parcel or tract of land, with all improvements thereon, situate, lying and being in and/or adjacent to the city of Orangeburg, County of Orangeburg, State of South Carolina, being more particularly set forth and shown as Tract "B" containing Two and twenty-five hundredths (2.25) acres, more or less on the plat hereinabove set forth and described as follows: COMMENCING AT THE NORTHERNMOST POINT of the within described property on the right of way of Arthur Street, where it adjoins the right of way of CSX Railroad and running S 9 degrees 48 feet and 00 inches E, along said right of way of Arthur Street, a distance of Three Hundred Twenty-one and Seventy-nine hundredths (321.79) feet to a pipe; thence turning and running S 59 degrees 58 feet and 04 inches W, along land of Henry G. Young, Jr., a distance of Two Hundred Forty and Ninety-six hundredths (240.96) feet to a pipe; thence running S 57 degrees 16 feet and 57 inches W, along lands of Davis, a distance of Forty-one and Thirty-four hundredths (41.34) feet to an iron; thence turning and running N31degrees 00 feet and 42 inches W, along lot 44 and by the right of way of Duncan Street, on said plat, a distance of Two Hundred Seventy-hundredths (278.70) feet, to an iron; thence turning and running N 56 degrees 20 feet 45 inches E, along the right of way of the tracks of the CSX Railroad, a distance of Three Hundred Ninety-nine and Ten one-hundredths (399.10) feet to THE POINT OF BEGINNING. Being the same property conveyed to Master Feed and Grain Company, Inc., (now Central Soya Company, Inc, by Merger) by (1) deed of A. D. Griffith, dated September 22, 1956, recorded in the office of the RMC for Orangeburg County in Deed Book 205 at Page 31; and (2) deed of City of Orangeburg, recorded on October 3, 1956, in the aforesaid office in Deed Book 204 at Page 586; and (3) deed of Edward M. Feresner dated July 2, 1956, recorded in the aforesaid office in Deed Book 203 at Page 260; and (4) deed of Arthur L. Dukes, dated July 20, 1956, recorded in the aforesaid office in Deed Book 205 at Page 429; and (5) deed of Arthur L. Dukes, dated July 20, 1956, recorded in the aforesaid office in Deed Book 203 at Page 433.TMP# 0173-19-03-003

The property shall be zoned **"D-1 Industrial District"** pending confirmation or rezoning pursuant to the Zoning Ordinance.

NOW, THEREFORE, BE IT **ORDAINED** by the Mayor and Council of the City of Orangeburg, South Carolina, this 6th day of October, 2009, that the property herein described in hereby annexed to and becomes a part of the City of Orangeburg effective October 7, 2009.



Paul G. Min
MAYOR
Angela R. Ruffles
Charles B. Brandy
L. J. Zimmerman
Chris J. Jace
Richard F. J. Jace

Attest:

Carroll Johnson
City Clerk

ORDINANCE NO. 2009-17

AN ORDINANCE TO AMEND THE MUNICIPAL DISTRICT MAP DATED NOVEMBER 6, 2001, FOR THE PURPOSE OF ADDING NEWLY ANNEXED CITY PROPERTY TO MUNICIPAL COUNCIL DISTRICT FIVE (5)

WHEREAS, the City of Orangeburg annexed the property, as described herein below, into the corporate limits of the City of Orangeburg by Ordinance number 2009-16, dated October 6, 2009, and;

WHEREAS, it is necessary that the annexed area be included in one of the six (6) Municipal Council Districts, and;

NOW, THEREFORE, BE IT ORDAINED, by City Council duly assembled, that the Municipal District Map dated November 6, 2001 is amended by making the following addition to District 5.

Annexed Area:

All that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being in and/or adjacent of the City of Orangeburg, County of Orangeburg, State of South Carolina, and being more particularly set forth and shown as tract "A", containing Eight and Nineteen-Hundredths (8.19) acres, more or less, on a Plat for Orangeburg Foods, Inc., and Piedmont Pork, Inc., prepared by Edisto Surveyors, Inc., approved by Richard L. Stroman, RLS, dated December 15, 1993, recorded in the Office of the RMC for Orangeburg County in Plat Book 70L at Page 325, said tract being irregular in shape and bounded and measuring as follows: COMMENCING AT A POINT ON THE RIGHT OF WAY OF Arthur Street, where the within described property adjoins lands of W. Perry Arant, Jr. and running N 9 degrees, 48 feet and 00 inches W, along the right of way of Arthur Street, a distance on One Hundred Sixty-eight and Seventy-six Hundredths (168.76) feet to a point; thence turning and running N 56 degrees 20 feet and 45 inches E, along the right of way of tracks of CSX Railroad, a distance of Seven Hundred Fifty-two and Thirty-seven Hundredths (752.37) feet to a point thence turning and running S 40 degrees 47 feet and 36 inches W, along the right of way of Road S-38-679, a distance of Two Hundred Eighty-two and Twenty-nine Hundredths (282.29) feet to a point; thence turning and running S 49 degrees 12 feet and 24 inches E, along the right of way of Road S-38-679, a distance of Forty (40) feet to a point; thence turning and running N 40 degrees 47 feet and 36 inches E, along the right of way of Road S-38-679, a distance of Four Hundred Nineteen and Seventy-six Hundredths (419.76) feet to an iron; thence turning and running S 75 degrees 33 feet and 19 inches E, along the right of way of US Route 301, a distance of Four and Twenty-eight Hundredths (4.28) feet to an iron; thence turning and running S 10 degrees 29 feet and 46 inches W, along a spur line of CSX Railroad, a distance of Two Hundred Sixty-six and Forty-six hundredths (266.46) feet to an iron; thence running 85 degrees 4 feet and 49 inches E, along said spur line, a distance of Four Hundred Seventy-six and Seven One-hundredths (476.07) feet to a pipe; thence turning and running S 74 degrees 17 feet and 50 inches W, along lands of Stephen D. Nash, right of way of Granary Street and lands of W. Perry Arant, Jr., a total distance of Five Hundred Fifty-three and Seventy-seven Hundredths (553.77) feet to a pipe; thence turning and running N 9 degrees 48 feet and 00 inches W, along lands of W. Perry Arant, Jr., measuring thereon Two Hundred Forty-five and Seventy-three Hundredths (245.73) feet to a pipe; thence a distance of Seven and Ninety-six hundredths (7.96) feet along lands of W. Perry Arant, Jr., to a man ole; thence turning and running a distance of Four and Fourteen-hundredths (4.14) feet along lands of W. Perry Arant, Jr., to a pipe; thence running S 80 degrees 12 feet and 00 inches W, along lands of W. Perry Arant, Jr., a distance of One Hundred Thirty-seven and Four One-hundredths (137.04) feet to the POINT OF BEGINNING.

Also: All that certain piece, parcel or tract of land, with all improvements thereon, situate, lying and being in and/or adjacent to the city of Orangeburg, County of Orangeburg, State of South Carolina, being more particularly set forth and shown as Tract "B" containing Two and twenty-five hundredths (2.25) acres, more or less on the plat hereinabove set forth and described as follows: COMMENCING AT THE NORTHERNMOST POINT of the within described property on the right of way of Arthur Street, where it adjoins the right of way of CSX Railroad and running S 9 degrees 48 feet and 00 inches E, along said right of way of Arthur Street, a distance of Three Hundred Twenty-one and Seventy-nine hundredths (321.79) feet to a pipe; thence turning and running S 59 degrees 58 feet and 04 inches W, along land of Henry G. Young, Jr., a distance of Two Hundred Forty and Ninety-six hundredths (240.96) feet to a pipe; thence running S 57 degrees 16 feet and 57 inches W, along lands of Davis, a distance of Forty-one and Thirty-four hundredths (41.34) feet to an iron; thence turning and running N 31 degrees 00 feet and 42 inches W, along lot 44 and by the right of way of Duncan Street, on said plat, a distance of Two Hundred Seventy-hundredths (278.70) feet, to an iron; thence turning and running N 56 degrees 20 feet 45 inches E, along the right of way of the tracks of the CSX Railroad, a distance of Three Hundred Ninety-nine and Ten one-hundredths (399.10) feet to THE POINT OF BEGINNING.

Being the same property conveyed to Master Feed and Grain Company, Inc., (now Central Soya Company, Inc. by Merger) by (1) deed of A. D. Griffith, dated September 22, 1956, recorded in the office of the RMC for Orangeburg County in Deed Book 205 at Page 31; and (2) deed of City of Orangeburg, recorded on October 3, 1956, in the aforesaid office in Deed Book 204 at Page 586; and (3) deed of Edward M. Feresner dated July 2, 1956, recorded in the aforesaid office in Deed Book 203 at Page 260; and (4) deed of Arthur L. Dukes, dated July 20, 1956, recorded in the aforesaid office in Deed Book 205 at Page 429; and (5) deed of Arthur L. Dukes, dated July 20, 1956, recorded in the aforesaid office in Deed Book 203 at Page 433. TMP# 0173-19-03-003

BE IT FURTHER ORDAINED, that upon passage of this Ordinance, the City Administrator is hereby directed to submit said annexation and district assignments to the United States Department of Justice for approval.

DONE AND RATIFIED by City Council for the City of Orangeburg, State of South Carolina, in Council duly assembled this 6 day of October, 2009.



Attest:

Carroll Johnson

Lee A. Min
Mayor

Dorinda L. Kurtis
Charles B. Barnwell
L. James Reid
Chris Dixon
Richard F. Stroman

ORDINANCE NO. 2009-18

AN ORDINANCE TO ANNEX THE WITHIN DESCRIBED PROPERTY OF STEPHEN D. NASH , LOCATED AT 805 WHALEY STREET AT TAX MAPS # 0173-19-03-008-0173-19-03-009, INTO THE CITY OF ORANGEBURG, SOUTH CAROLINA

WHEREAS, a proper petition has been filed with the City Council by the property owner of Stephen D. Nash, parcels located on 805 Whaley Street, known as TMP# 0173-19-03-008/0173-19-03-009, being 100 percent of the freeholders owning 100 percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City of Orangeburg by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code Section§ 5-3-150 (3); and,

WHEREAS, it appears to Council that annexation would be in the best interest of the property owner and the City of Orangeburg; and,

WHEREAS, notice and public hearing requirements of S.C. Code Section § 5-3-150 (3) have been complied with.

The property is designated as follows on the City/County tax maps:
TMP # 0173-19-03-008/0173-19-03-009

The territory to be annexed is described as follows:

All that certain piece, parcel or tract of land, with all improvements thereon, situate, lying and being in the City of Orangeburg, County of Orangeburg, State of South Carolina, containing Three and Sixty-eight hundredths (3.68) acres, more or less and being more particularly set forth and shown on a Plat of Property of Mrs. Annie Margaret Dukes, prepared by Henry M. Chaplin, RLS, dated October 28, 1966, and recorded in the Office of the RMC for Orangeburg County in Plat Book 24 at Page 17, and bounded and measuring as follows: On the southeast by the right of way of Whaley Street, measuring thereon Three Hundred Ninety (390) feet; on the West by the right of way of Granary Street, measuring thereon Four Hundred Sixteen (416) feet, Five inches; on the North by property now or formerly of Master Mix Company, measuring thereon Three Hundred Ninety (390) feet and on the East by the packing house side tract of the Atlantic Coast Line Railroad Company, measuring thereon Three Hundred Eight (308) feet, Seven (7) inches; all measurements being more or less.

Being the same property conveyed to Orangeburg Stockyards, Inc. (now Horger Livestock's, Inc. Pursuant to Articles of Amendment, recorded in the aforesaid office in Deed Book 559 at Page 1095) by deed of Annie Margaret Dukes, recorded in the office of the RMC for Orangeburg County of January 9, 1967, in Deed Book 291 at Page 147.TMP# 0173-19-03-008/0173-19-03-009.

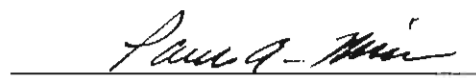

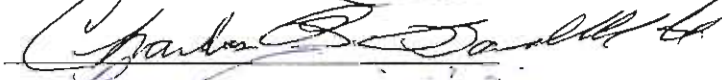



The property shall be zoned **"D-1 Industrial District"** pending confirmation or rezoning pursuant to the Zoning Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Orangeburg, South Carolina, this 6 day of October 2009, that the property herein described in hereby annexed to and becomes a part of the City of Orangeburg effective October 7, 2009.



Attest:

City Clerk


MAYOR






ORDINANCE NO. 2009-19

AN ORDINANCE TO AMEND THE MUNICIPAL DISTRICT MAP DATED NOVEMBER 6, 2001, FOR THE PURPOSE OF ADDING NEWLY ANNEXED CITY PROPERTY TO MUNICIPAL COUNCIL DISTRICT FIVE (5)

WHEREAS, the City of Orangeburg annexed the property, as described herein below, into the corporate limits of the City of Orangeburg by Ordinance number 2009-18, dated October 6, 2009, and;

WHEREAS, it is necessary that the annexed area be included in one of the six (6) Municipal Council Districts, and;

NOW, THEREFORE, BE IT ORDAINED, by City Council duly assembled, that the Municipal District Map dated November 6, 2001 is amended by making the following addition to District 5.

Annexed Area:

All that certain piece, parcel or tract of land, with all improvements thereon, situate, lying and being in the City of Orangeburg, County of Orangeburg, State of South Carolina, containing Three and Sixty-eight hundredths (3.68) acres, more or less and being more particularly set forth and shown on a Plat of Property of Mrs. Annie Margaret Dukes, prepared by Henry M. Chaplin, RLS, dated October 28, 1966, and recorded in the Office of the RMC for Orangeburg County in Plat Book 24 at Page 17, and bounded and measuring as follows: On the southeast by the right of way of Whaley Street, measuring thereon Three Hundred Ninety (390) feet; on the West by the right of way of Granary Street, measuring thereon Four Hundred Sixteen (416) feet, Five inches; on the North by property now or formerly of Master Mix Company, measuring thereon Three Hundred Ninety (390) feet and on the East by the packing house side tract of the Atlantic Coast Line Railroad Company, measuring thereon Three Hundred Eight (308) feet, Seven (7) inches; all measurements being more or less.

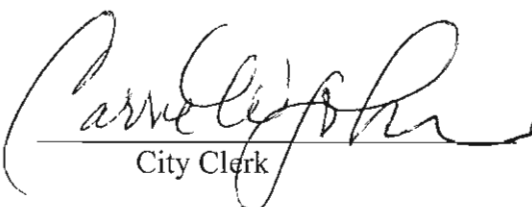
Being the same property conveyed to Orangeburg Stockyards, Inc. (now Horger Livestock's, Inc. Pursuant to Articles of Amendment, recorded in the aforesaid office in Deed Book 559 at Page 1095) by deed of Annie Margaret Dukes, recorded in the office of the RMC for Orangeburg County of January 9, 1967, in Deed Book 291 at Page 147. TMP# 0173-19-03-008/0173-19-03-009.

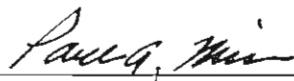
BE IT FURTHER ORDAINED, that upon passage of this Ordinance, the City Administrator is hereby directed to submit said annexation and district assignments to the United States Department of Justice for approval.

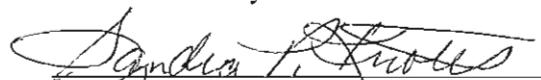
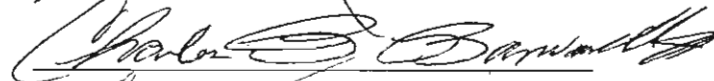


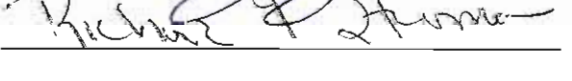
DONE AND RATIFIED by City Council for the City of Orangeburg, State of South Carolina, in Council duly assembled this 6th day of October 2009.



Attest:


City Clerk


Mayor

ORDINANCE NO. 2009-20

**AN ORDINANCE ADOPTING LAND DEVELOPMENT
REGULATIONS FOR THE CITY OF ORANGEBURG**

WHEREAS, the City of Orangeburg by aggressive annexation has and will annex undeveloped properties suitable for subdivisions; and,

WHEREAS, the City finds that it is in its best interest to govern the subdivision of said lands, encourage economically sound and stable development, assure the timely provision of required streets, utilities and other facilities and services, to assure adequate provision of safe and convenient access and circulation, to assure public open spaces and to assure the wise and timely development of said properties in harmony with the Comprehensive Plan of the City of Orangeburg.

NOW, THEREFORE BE IT ORDAINED BY CITY COUNCIL DULY ASSEMBLED, that land development regulations entitled Land Development Ordinance consisting of Fifty-three (53) pages and a Table of Contents consisting of three (3) pages are hereby adopted for the above purposes.

DONE AND RATIFIED BY THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA THIS 15TH DAY OF DECEMBER, 2009.



Laurel G. Min

Mayor
James Haire

Dandrea P. Kittle

Richard L. Starnes

Attest: *Carrie Johnson*



ORDINANCE NO. 2009 – 21

**AN ORDINANCE AMENDING THE GENERAL TERMS AND CONDITIONS OF THE
DEPARTMENT OF PUBLIC UTILITIES TO ADOPT AND IMPLEMENT
LAND DEVELOPMENT REGULATIONS OF THE CITY**

WHEREAS, the City of Orangeburg has adopted a Land Development Ordinance dated December 15, 2009, and;

WHEREAS, certain regulations contained in said Ordinance apply to water, wastewater and natural gas extensions provided by the Department of Public Utilities to properties inside the corporate limits of the City, and;

WHEREAS, to implement said Ordinance it is necessary that the Terms and Conditions of Department of Public Utilities be amended.

NOW, THEREFORE, BE IT ORDAINED BY CITY COUNCIL DULY ASSEMBLED, that the General Terms and Conditions of the Department of Utilities are hereby amended as follows:

Section IV entitled Department Installations, B, Natural Gas, Section 1 (a) entitled Inside City Limits, is amended by adding the following sentence:

"All extensions shall be in accordance with the land development regulations as contained in the Land Development Ordinance dated December 15, 2009".

Section IV entitled Department Installations, C, Water, Section 3 (a) entitled Extensions, Inside City Limits, is amended by adding the following sentence:

"All extensions shall be in accordance with the land development regulations as contained in the Land Development Ordinance dated December 15, 2009".

Section IV, entitled Department Installations, D, Wastewater, Section 3(a) entitled Extensions, Inside City Limits, is amended by adding the following sentence:

"All extensions shall be in accordance with the land development regulations as contained in the Land Development Ordinance dated December 15, 2009".

DONE AND RATIFIED BY THE CITY OF ORANGEBURG, STATE OF SOUTH CAROLINA THIS 15 DAY OF DECEMBER, 2009.



Paul G. Hain
Mayor
Sam Hain
Bonny P. Kester
Charles S. Burchett Jr.
Richard A. Spencer
Charles J. Jorgensen

Members of Council

ATTEST:
Carroll D. Hain
City Clerk