

OFFICIAL PROCEEDINGS OF
THE ST. MARY PARISH COUNCIL OF THE
PARISH OF ST. MARY, STATE OF LOUISIANA

APRIL 13, 2016
FRANKLIN, LOUISIANA

The St. Mary Parish Council met on this date with Chairman Kevin Voisin presiding and the following members present: Rev. Craig Mathews, J Ina, Dale Rogers, Glen Hidalgo, Ken Singleton, Gabriel Beadle, James Bennett, Jr., Sterling Fryou, Paul P. Naquin, Jr. and Steve Bierhorst.

The Invocation was pronounced by Mr. Hidalgo and the Pledge of Allegiance was led by Mr. Rogers.

Mr. Bierhorst moved that the reading of the minutes of the Second Regular Meeting, March 23, 2016, be dispensed with and that the same be approved. Mr. Fryou seconded the motion, which carried.

Mark Bogan, 7413 Hwy. 182 Verdunville appeared before the Parish Council to inform the Council that Chris Cox, Veterans Affairs, Public Opinion will be the guest speaker at an Open House for all Veterans to speak relative to available benefits for Veterans.

Mr. Bogan stated that Mayor Raymond Harris, City of Franklin has approved the use of the Franklin Recreation Center to have the Open House. (The particulars of the Open House have not been finalized at this time.)

Coach Edwin Colbert and Centerville Bidy Basketball 7 and 8 year olds All-Star Bidy Basketball Team appeared before the Council to inform that the Basketball team recently placed 1st in the 2016 National Championship in Thibodaux, LA.

Following accolades of the team players, Mr. Ina moved that the following resolution be adopted. The Council seconded the motion, which carried by the following 11-0-0-0 Roll Call vote:

YEAS: Rev. Mathews, Messrs. Ina, Rogers, Hidalgo, Singleton, Beadle, Bennett, Fryou, Naquin, Bierhorst and Voisin

NAYS: None

ABSTAIN: None

ABSENT: None

RESOLUTION

WHEREAS, the Centerville Bidy Basketball 7 and 8 year olds All-Star Team ended the 2016 Season by placing 1st in the National Championship, and

WHEREAS, the Centerville Bidy Basketball 7 and 8 year olds All-Star Team finished the season with a 16-2 record.

WHEREAS, the winning season for the Centerville Bidy Basketball 7 and 8 year olds All-Star Team was the result of hard work and determination by the Coaches and Team Members.

NOW, THEREFORE BE IT RESOLVED, that the St. Mary Parish Council does hereby congratulate the 7 and 8 year olds Bidy Basketball Team and Coaches on their winning season and placing 1st in the 2016 National Bidy Basketball Championship in Thibodaux, Louisiana.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 13th day of April 2016.

APPROVED:

**KEVIN VOISIN, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

Mr. Hanagriff, Parish President reported that the Tri City Helping Hearts Foundation will be hosting the 16th Annual Helping Hearst Gospel Banquet on Saturday, April 23, 2016 at 4:00 p.m. at the Senior Citizens Building (AARP) in Morgan City, LA.

Mr. Hanagriff also informed that the 13th Annual Bayou Teche Black Festival, the Battle of the Paddles (a jambalaya and gumbo cook-off) and the 6th Annual Wooden Boat Show will be held on April 15 and 16, 2016 in Franklin.

Mr. Hanagriff stated that the Senior Citizens luncheon will be held on Thursday, April 14, 2016 at 10:00 a.m. at the Franklin Recreation Center.

Mr. Voisin stated that the City of Morgan City will host their 1st Patio Festival on Saturday, April 16, 2016 at Lawrence Park.

Henry "Bo" LaGrange, Chief Administrative Officer presented his report for a two (2) week period ending April 13, 2016. (All items in Mr. LaGrange's report are informational.)

Mr. LaGrange expounded relative to Item 1 which stated, "The FEMA Mitigation Division Director, Sandra Keefe, has written to advise that it has accepted out comments and that changes to the revised Preliminary DFIRMS sated June 30, 2015 are warranted. Therefore, the road name adjustments have been made. After thirty (30) days from April 11th, 2016, FEMA will finalize the FIRMS and Flood Insurance Study Report by issuing a Letter of Final Determination. The Letter of Final Determination will explain the adoption/compliance process and will state when the FIRMS and FIS Report will become effective."

Items 4 and 5 respectfully stated, "The Keep St. Mary Beautiful Committee will be participating in the Great American Cleanup this year in Franklin on Wednesday, April 20th, 2016 at 3:00 p.m.. Cabot will be partnering with the committee on this cleanup. Those interested in participating are asked to meet in the parking lot by the City Buffet/Stage shopping center. Gloves, water, trash bags and grabbers will be provided."

"The Cajun Coast Visitors & Convention Bureau has advised that it will celebrate Tourism Awareness Day on Tuesday, May 3rd, 2016 at the Welcome Center in Morgan City from 3:30 p.m. to 4:30 p.m. Lt. Governor Nungesser will be in attendance.

In response to an inquiry by Mr. Singleton in regard status of the ticket machines at the Fontenot, Russo, Marcell, Quintana and Michel or Millet Point Boat Landings, Mr. LaGrange informed that the machines are installed, operating and the pavilions are installed.

Mr. LaGrange also informed that improvements to Wilson's Boat Landing are currently under design and will be let for bids in the next 30 or 45 days.

Rev. Mathews requested that the Parish President or Administration update the Council on the status of a recent oil spill that occurred on Bayou Teche near the Sorrell and Adeline Bridges near La. Hwy. 182 and La. Hwy. 87.

Mr. Hanagriff advised that the spill is under control and booms are presently being cleaned.

Duval Arthur, Office of Emergency Preparedness coordinator appeared before the Parish Council to inform that Bayou Teche was opened on April 11, 2016 to water traffic.

Mr. Arthur stated that approximately 60 workers worked continuously to get the crude oil spill cleaned out of Bayou Teche. (Approximately 199 barrels were spilled into the Teche.)

Mr. Arthur stated that booms and skimmer boats were placed in the water to contain the oil spill.

Mr. Arthur stated that 184 barrels of oil were skimmed from the Teche and an additional 30 barrels were removed from the banks of the Teche. (There was a total of 299 barrels of oil in the tank.)

There were no injuries other than one (1) worker who stepped on a nail. (The situation was monitored from the time of the spill until completion.)

Mr. Arthur stated that 1-800 numbers were given to residents, but; residents along the bayou were recommended to shelter in place because the crude oil spill did not pose a threat to people in the area.

Mr. Naquin stated that he received numerous calls from residents in the Sorrell area.

Mr. Naquin stated that he was also on the scene of the oil spill. (He received a call from one resident near the spill.)

Mr. Naquin stated that he telephoned Water & Sewer Commission No. 4's office and was informed that the District does not receive water from Bayou Teche. (The District's water is received from the Atchafalaya Basin and no oil spill was entered into the Atchafalaya Basin.)

Following an update on the crude oil spill, Rev. Mathews expressed his appreciation of the efforts of the officials and their clean-up crews.

Rev. Mathews stated that he should have been notified of the oil spill.

Rev. Mathews stated that he was unable to answer questions concerning the spill because he had no knowledge of the spill.

Rev. Mathews further stated that a system of communications needs to be implemented whereby the Administration notifies the Council members so that the Council can respond to the public's concerns and requests.

Mr. Hanagriff, Parish President stated that in the future, lines of communications and some sort of protocol will be implemented whereby everyone will be notified of any disaster, etc.

In the absence of Tammy Luke, Mr. Lagrange presented the following items as recommended by the Planning & Zoning Commission at their March 21, 2016 Regular Meeting:

a. Preliminary & Final Subdivision Approval –

Name: Steve McQuiston represented by Michael Picard and April McQuiston
Address: 19143 Hwy. 182, Jeanerette, LA.

Parcel Id# Sec. 37 T13S R9E;
#1965001010.00-4.74AC Tract ac East Half Tract BD La Hwy. 182-Bourdier-RR-
Mathilda Pltn Acq. 45W 281173

Zoned: Agricultural (AG) Zoned District

PURPOSE: as shown on a plat titled “Showing Property Boundary Survey & Partition of the Remainder of Tract 1 Belonging to Steve B. McQuiston lots are herein designated as Tract 1B “DCEFGD” and Tract 1C “ABCD A” situated in: Section 37, T13S-R8E, St. Mary Parish, Louisiana; as prepared by S.J. Langlinais & Associates, Inc., dated February 26, 2016”

Variance request from the Board Adjust is April 4, 2016, Subdivision is based on Variance approval

b. Recommend Re-zoning –

Name: Ricky Granger
Address: 122 Jupiter St., Bayou Vista, LA

Parcel Id# Sec. 19 T15S R12E;
-# 2984321059.00- LOT 6-1 CLARKE BAYOU VISTA SUBD ACQ 34P 325512
IMPROVEMENTS

PURPOSE: this area was re-zoned to match the existing zoning that is wanting to acquire the property

Rezone from Existing Neighborhood (EN2) Zoned District to Light Industrial (LI) Zoned District

Mr. Bierhorst moved that Preliminary & Final Subdivision Approval be granted for:

Name: Steve McQuiston represented by Michael Picard and April McQuiston
Address: 19143 Hwy. 182, Jeanerette, LA.

Parcel Id# Sec. 37 T13S R9E;
#1965001010.00-4.74AC Tract ac East Half Tract BD La Hwy. 182-Bourdier-RR-
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Variance request from the Board Adjust is April 4, 2016, Subdivision is based on Variance approval Mr. Naquin seconded the motion, which carried.

Mr. Bierhorst Recommend Re-zoning for:

Name: Ricky Granger
Address: 122 Jupiter St., Bayou Vista, LA

Parcel Id# Sec. 19 T15S R12E;
-# 2984321059.00- LOT 6-1 CLARKE BAYOU VISTA SUBD ACQ 34P 325512
IMPROVEMENTS

PURPOSE: this area was re-zoned to match the existing zoning that wants to acquire the property

Rezone from Existing Neighborhood (EN2) Zoned District to Light Industrial (LI) Zoned District Mr. Naquin seconded the motion, which carried.

Mr. Hidalgo introduced the following ordinance:

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 1592, EFFECTIVE ON AUGUST 13, 2003; CREATING THE ATCHAFALAYA GOLF COURSE COMMISSION AND DESIGNATING THE RESPONSIBILITIES, POWERS, AND SELECTION OF SAID COMMISSION TO ADD SECTION 2(i).

WHEREAS, the St. Mary Parish Council declares that it is necessary and desirable and in the best interest of the citizens and taxpayers that the aforementioned Ordinance be amended to add Section 2(i) to read as follows:

Notwithstanding any other provisions of this ordinance, the St. Mary Parish Council, by a majority vote, may authorize the administrative branch of St. Mary Parish government to advertise for proposals from golf management companies relating to the management of Atchafalaya Idlewild Golf Course.

NOW, THEREFORE, BE IT ORDAINED by the St. Mary Parish Council, State of Louisiana acting as the governing authority of the Parish of St. Mary, State of Louisiana that Section 2 of Ordinance No. 1592 shall be amended to add Section 2(i) to read as follows, effective upon publication, all existing sections of Ordinance 1592 shall remain in effect.

(i) Notwithstanding any other provisions of this ordinance, the St. Mary Parish Council, by a majority vote, may authorize the administrative branch of St. Mary Parish government to advertise for proposals from golf management companies relating to the management of Atchafalaya Idlewild Golf Course.

This ordinance having been offered and read on this the 13th day of April 2016, having been published in accordance with law.

Mr. Hidalgo introduced the following ordinance:

ORDINANCE NO.

An Ordinance in compliance with Ordinance No. 1973, Chapter 5 Procedures, Division 5.4 General Procedures for Public Hearing, Section 5.4.2 Rezoning (Zoning Map Amendments).

WHEREAS, on March 12th, 2014, the St. Mary Parish Council adopted Ordinance No. 1973 – St. Mary Parish Unified Development Code, and

WHEREAS, Chapter 5 Procedures, Division 5.4 General Procedures for Public Hearing, Section 5.4.2 Rezoning (Zoning Map Amendments) provides a process for the official zoning district map to be amended, and

THEREFORE, BE IT ORDAINED by the Parish Council of the Parish of St. Mary, State of Louisiana, acting as the governing authority of the Parish of St. Mary, State of Louisiana:

SECTION I - That certain tract of land described in Exhibit “A” is hereby rezoned from the current zoning of Existing Neighborhood (EN2) Zoned District to Light Industrial (LI) Zoned District.

This ordinance shall become effective and be in full force upon publication in the official journal of the Parish.

This ordinance having been offered and read on this the 13th day of April 2016; having been published in accordance with law.

EXHIBIT "A"

Name: Ricky Granger
Address: 122 Jupiter St., Bayou Vista, LA

Parcel Id# Sec. 19 T15S R12E;
-# 2984321059.00- LOT 6-1 CLARKE BAYOU VISTA SUBD ACQ 34P 325512
IMPROVEMENTS

PURPOSE: this area was re-zoned to match the existing zoning that is wanting to acquire the property

Rezone from Existing Neighborhood (EN2) Zoned District to Light Industrial (LI) Zoned District

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Mr. Hidalgo introduced the following ordinance:

ORDINANCE NO.

An ordinance authorizing the issuance of _____ Dollars (\$_____) of Sales Tax Refunding Bonds (Solid Waste), Series 2016, of the Parish of St. Mary, State of Louisiana; prescribing the form, terms and conditions of such bonds and providing for the payment thereof; providing for the sale of such bonds; authorizing an agreement with the Paying Agent and the Escrow Agent; and providing for other matters in connection therewith.

WHEREAS, the Parish of St. Mary , State of Louisiana (the “Issuer”), now owns and operates a sanitary landfill (the “Parish Landfill”), and has heretofore issued its Sales Tax Bonds (Solid Waste), Series 2010 (the “Series 2010 Bonds”), which are currently outstanding and payable from and secured by an irrevocable pledge and dedication of (a) the Issuer’s allocation or portion of the avails or proceeds of the special three-fourths of one percent (3/4%) parishwide sales and use tax now being levied and collected by the Issuer pursuant to the Constitution and laws of Louisiana, and in compliance with elections held in the Issuer on December 11, 1973, May 2, 1987, and April 5, 2003 (the “Tax”), respectively, subject to the prior payment of the reasonable and necessary costs and expenses of collecting and administering the Tax, and debt service requirements on any sales tax bonds heretofore or hereafter issued by the Issuer for wastewater purposes which debt service requirements shall never exceed thirty-five percent (35%) of the Issuer’s allocation or portion of the proceeds of the Tax estimated to be received by the Issuer in the calendar year in which such bonds are issued (the “Sales Tax Revenues”); and (b) the income, revenues and receipts derived by the Issuer from the imposition of rates and charges for solid waste collection and disposal and tipping fees at the Parish Landfill, after having first paid therefrom, the reasonable and necessary expenses of administering, operating and maintaining the Parish landfill, and costs of the Issuer associated with solid waste collection in the rural areas of the Issuer (the “Net Revenues”); and

WHEREAS, the Issuer has found and determined that the refunding of \$_____ of the 2010 Bonds, consisting of those 2010 Bonds which mature March 1, 20__ to March 1, 20__, inclusive (the “Refunded Bonds”), would be financially advantageous to the Issuer; and

WHEREAS, pursuant to Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, it is now the desire of this Parish Council to adopt this ordinance to provide for the issuance of _____ Dollars (\$_____) principal amount of its Sales Tax Refunding Bonds (Solid Waste), Series 2016 (the “Bonds”), for the purpose of refunding the Refunded Bonds, funding a reserve therefor and paying the costs of issuance of the Bonds, to fix the details of the Bonds and to sell the Bonds to the purchaser thereof; and

WHEREAS, after the delivery of the Bonds, the Issuer will have no outstanding bonds or other obligations of any kind or nature payable from or enjoying a lien on the Net Revenues or Sales Tax Revenues herein pledged, EXCEPT the unrefunded Series 2010 Bonds and the outstanding Sales Tax Refunding Bonds (Solid Waste), Series 2013 (collectively, the “Outstanding Parity Bonds”); and

WHEREAS, it is the intention of the Issuer that the Bonds authorized herein be secured by, equally with the Outstanding Parity Bonds, and payable from the payable from the Net Revenues and Sales Tax Revenues; and

WHEREAS, under the terms and conditions of ordinances adopted by the Issuer on November 10, 2010, and March 13, 2013 authorizing the issuance of the Outstanding Parity Bonds (collectively, the “Outstanding Parity Bond Ordinance”), the Issuer has authority to issue additional bonds under the terms and conditions provided therein; and

WHEREAS, the Parish Council has determined that all the terms and conditions specified in the Outstanding Parity Bond Ordinance have been or will be complied with prior to the delivery of the Bonds; and

WHEREAS, it is further necessary to provide for the application of a portion of the proceeds of the Bonds to the refunding of the Refunded Bonds and to provide for other matters in connection with the payment and redemption of the Refunded Bonds; and

WHEREAS, in connection with the issuance of the Bonds, it is necessary that provision be made for the payment of the principal and interest of the Refunded Bonds described in Exhibit A hereto, and to provide for the call for redemption of the Refunded Bonds, pursuant to a Notice of Defeasance and Call for Redemption; and

WHEREAS, it is necessary that this Parish Council prescribe the form and content of a Defeasance and Escrow Deposit Agreement, as set forth in Exhibit B hereto, providing for the payment of the principal and interest of the Refunded Bonds and authorize the execution thereof as hereinafter provided; and

WHEREAS, it is the further desire of this Parish Council to provide for the sale of the Bonds to the Purchaser (hereinafter defined); and

NOW, THEREFORE, BE IT ORDAINED by the Parish Council of the Parish of St. Mary, State of Louisiana, acting as the governing authority of the Parish of St. Mary, State of Louisiana, that:

ARTICLE I

DEFINITIONS AND INTERPRETATION

SECTION 1.1. Definitions. The following terms shall have the following meanings unless the context otherwise requires:

“**Act**” shall mean Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other applicable constitutional and statutory authority.

“**Additional Parity Bonds**” shall mean any *pari passu* additional bonds which may hereafter be issued pursuant to Section 8.1 hereof on a parity with the Bonds.

“**Bond**” or “**Bonds**” shall mean any or all of the Sales Tax Refunding Bonds (Solid Waste), Series 2016, of the Parish of St. Mary, State of Louisiana, issued pursuant to this Bond Ordinance, as the same may be amended from time to time, whether initially delivered or issued in exchange for, upon transfer of, or *in lieu* of any previously issued Bond.

“**Bond Counsel**” shall mean Foley & Judell, L.L.P., or any other attorney or firm of attorneys whose experience in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized.

“**Bond Obligation**” shall mean, as of the date of computation, the principal amount of the Bonds then Outstanding.

“**Bond Ordinance**” shall mean this ordinance, as further amended and supplemented as herein provided.

“**Bond Year**” means the one-year period ending on March 1 of each year, the principal payment date for the Bonds.

“**Business Day**” shall mean a day of the year other than a day on which banks located in New York, New York and the cities in which the principal offices of the Escrow Agent and the Paying Agent are located are required or authorized to remain closed and on which the New York Stock Exchange is closed.

“**Code**” shall mean the Internal Revenue Code of 1986, as amended.

“**Commitment Letter**” shall mean the offer for purchase of the Bonds by the Purchaser, attached hereto as Exhibit C.

“**Costs of Issuance**” shall mean all items of expense, directly or indirectly payable or reimbursable and related to the authorization, sale and issuance of the Bonds, including but not limited to printing costs, costs of preparation and reproduction of documents, filing and

recording fees, initial fees and charges of any fiduciary, legal fees and charges, if paid by the Issuer, fees and disbursements of consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of the Bonds, costs and expenses of refunding, premiums for the insurance of the payment of the Bonds, if any, and any other cost, charge or fee paid or payable by the Issuer in connection with the original issuance of Bonds.

“Defeasance Obligations” shall mean (a) cash, or (b) non-callable Government Securities.

“Escrow Agent” shall mean Whitney Bank, in Baton Rouge, Louisiana, and its successor or successors, and any other person which may at any time be substituted in its place pursuant to the Bond Ordinance.

“Escrow Agreement” shall mean the Defeasance and Escrow Deposit Agreement between the Issuer and the Escrow Agent, substantially in the form attached hereto as Exhibit B, as the same may be amended from time to time, the terms of which Escrow Agreement are incorporated herein by reference.

“Executive Officers” shall mean collectively the Parish President, the Council Chairman and Clerk of Council of the Parish of St. Mary, State of Louisiana.

“Fiscal Year” shall mean the one-year period commencing on January 1 of each year, or such other one-year period as may be designated by the Governing Authority as the fiscal year of the Issuer.

“Governing Authority” shall mean the Parish Council of the Parish of St. Mary, State of Louisiana, or its successor in function.

“Government Securities” shall mean direct general obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, which may be United States Treasury Obligations such as the State and Local Government Series and may be in book-entry form.

“Interest Payment Date” shall mean March 1 and September 1 of each year, commencing September 1, 2016.

“Issuer” shall mean the Parish of St. Mary, State of Louisiana.

“Net Revenues” shall mean all Revenues, after having first paid therefrom the reasonable and necessary expenses of administering, operating and maintaining the Parish landfill, and costs of the Issuer associated with solid waste collection in the rural areas of the Issuer.

“Outstanding”, when used with reference to the Bonds, shall mean, as of any date, all Bonds theretofore issued under the Bond Ordinance, except:

(A) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;

(B) Bonds for the payment or redemption of which sufficient Defeasance Obligations have been deposited with the Paying Agent or an escrow agent in trust for the Owners of such Bonds with the effect specified in this Bond Ordinance, provided that if such Bonds are to be redeemed, irrevocable notice of such redemption has been duly given or provided for pursuant to the Bond Ordinance, to the satisfaction of the Paying Agent, or waived;

(C) Bonds in exchange for or *in lieu* of which other Bonds have been registered and delivered pursuant to the Bond Ordinance; and

(D) Bonds alleged to have been mutilated, destroyed, lost, or stolen which have been paid as provided in the Bond Ordinance or by law.

“Outstanding Parity Bonds” shall mean the Issuer's unrefunded Series 2010 Bonds and the outstanding Sales Tax Refunding Bonds (Solid Waste), Series 2013, maturing serially on March 1, 2017 to 2024, inclusive, as described in the preamble hereto.

“Outstanding Parity Bond Ordinance” shall mean, collectively, the ordinances adopted by the Issuer on November 20, 2010, and March 13, 2013 authorizing the issuance of the Outstanding Parity Bonds.

“Owner” shall mean the Person reflected as registered owner of any of the Bonds on the registration books maintained by the Paying Agent.

“Paying Agent” shall mean [Whitney Bank, in Baton Rouge, Louisiana,] as paying agent and registrar hereunder, until a successor Paying Agent shall have become such pursuant to the applicable provisions of the Bond Ordinance, and thereafter “Paying Agent” shall mean such successor Paying Agent.

“Person” shall mean any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

“Purchaser” shall mean _____, _____, _____.

“Record Date” shall mean, with respect to an Interest Payment Date, the fifteenth day of the calendar month next preceding such Interest Payment Date, whether or not such day is a Business Day.

“Refunded Bonds” shall mean the portion of the Issuer's outstanding Series 2010 Bonds, maturing March 1, 20__ to March 1, 20__, inclusive, which are being refunded by the Bonds, as more fully described in Exhibit A hereto.

“Reserve Fund Requirement” shall mean, as of any date of calculation, a sum equal to the lesser of (i) 10% of the proceeds of the Bonds, the Outstanding Parity Bonds and any issue of additional parity bonds payable from the Net Revenues and Sales Tax Revenues, (ii) the highest combined principal and interest requirements for any succeeding Bond Year (ending March 1) on the Bonds, the Outstanding Parity Bonds, and any issue of pari passu bonds payable from the Net Revenues and Sales Tax Revenues, or (iii) 125% of the average aggregate amount of principal installments and interest becoming due in any calendar year on the Bonds, the Outstanding Parity Bonds, and any issue of additional parity bonds payable from the Net Revenues and Sales Tax Revenues.

“Revenues” shall mean all income, revenues and receipts to be derived by the Issuer from the operation of the Parish Landfill and from the imposition of rates and charges for the collection and disposal of solid waste in the rural areas of the Issuer, including earnings on investments in the funds and accounts described in Section 4.4 hereof, but not including any insurance or condemnation proceeds, or proceeds from the sale or other disposition of the Parish Landfill.

“Sales Tax Revenues” shall mean the Issuer’s allocation or portion of the avails or proceeds of the Tax now being levied and collected by the Issuer pursuant to the Constitution and laws of Louisiana, and in compliance with elections held in the Issuer on December 11, 1973, May 2, 1987, and April 5, 2003, respectively, subject to the prior payment of (i) the reasonable and necessary costs and expenses of collecting and administering the Tax, and (ii) debt service requirements on any sales tax bonds heretofore or hereafter issued by the Issuer for wastewater purposes, which debt service requirements on such sales tax bonds issued for wastewater purposes shall never exceed thirty-five percent (35%) of the Issuer’s allocation or portion of the proceeds of the Tax estimated to be received by the Issuer in the calendar year in which such bonds are issued.

“Series 2010 Bonds” means the Issuer’s outstanding Sales Tax Bonds (Solid Waste), Series 2010.

“State” shall mean the State of Louisiana.

“Tax” shall have the meaning set forth in the preamble hereto.

SECTION 1.2. Interpretation. In this Bond Ordinance, unless the context otherwise requires, (a) words importing the singular include the plural and vice versa, (b) words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders and (c) the title of the offices used in this Bond Ordinance shall be deemed to include any other title by which such office shall be known under any subsequently adopted charter.

ARTICLE II

AUTHORIZATION AND ISSUANCE OF BONDS

SECTION 2.1. Authorization of Bonds and Escrow Agreement. (a) This Bond Ordinance creates a series of Bonds of the Issuer to be designated “Sales Tax Refunding Bonds (Solid Waste), Series 2016, of the Parish of St. Mary, State of Louisiana” and provides for the full and final payment of the principal of and interest on all of the Bonds.

(b) The Bonds issued under this Bond Ordinance shall be issued for the purpose of refunding the Refunded Bonds through the escrow of a portion of the proceeds of the Bonds, together with other available moneys of the Issuer, in Government Securities plus an initial cash deposit, in accordance with the terms of the Escrow Agreement, in order to provide for the payment of the principal of, and interest on the Refunded Bonds as they mature or upon earlier redemption as provided in Section 12.1 hereof.

(c) Provision having been made for the orderly payment until redemption of all the Refunded Bonds, in accordance with their terms, it is hereby recognized and acknowledged that as of the date of delivery of the Bonds under this Bond Ordinance, provision will have been made for the performance of all covenants and agreements of the Issuer incidental to the Refunded Bonds, and that accordingly, and in compliance with all that is herein provided, the Issuer is expected to have no future obligation with reference to the Refunded Bonds, except to assure that the Refunded Bonds are paid from the Government Securities and funds so escrowed in accordance with the provisions of the Escrow Agreement.

(d) The Escrow Agreement is hereby approved by the Issuer, and the Executive Officers are hereby authorized and directed to execute and deliver the Escrow Agreement on behalf of the Issuer substantially in the form of Exhibit B hereof, with such changes, additions, deletions or completions deemed appropriate by such Executive Officers, and it is expressly provided and covenanted that all of the provisions for the payment of the principal of and interest on the Refunded Bonds from the special trust fund created under the Escrow Agreement shall be strictly observed and followed in all respects.

SECTION 2.2. Bond Ordinance to Constitute Contract. In consideration of the purchase and acceptance of the Bonds by those who shall own the same from time to time, the provisions of this Bond Ordinance shall be a part of the contract of the Issuer with the Owners and shall be deemed to be and shall constitute a contract between the Issuer and the Owners from time to time of the Bonds. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Owners, each of which Bonds, regardless of the time or times of its issue or maturity, shall be of equal rank without preference, priority or distinction over any other thereof except as expressly provided in this Bond Ordinance.

SECTION 2.3. Obligation of Bonds. The Bonds shall be secured by and payable equally with the Outstanding Parity Bonds in principal and interest by an irrevocable pledge and dedication of the Net Revenues and the Sales Tax Revenues. The Net Revenues and the Sales Tax Revenues are irrevocably and irrevocably pledged in an amount sufficient for the payment of the Bonds and the Outstanding Parity Bonds in principal and interest as they shall respectively become due and payable, and for the other purposes hereinafter set forth in this Bond Ordinance. The income and revenues shall be credited to an identifiable fund or account as hereinafter provided and shall be and remain so pledged for the security and payment of the Bonds and the Outstanding Parity Bonds, in principal and interest and for all other payments provided for in this Bond Ordinance until such bonds shall have been fully paid and discharged.

SECTION 2.4. Authorization and Designation. Pursuant to the provisions of the Act, there is hereby authorized the issuance of _____ Dollars (\$_____) principal amount of Bonds of the Issuer to be designated “Sales Tax Refunding Bonds (Solid Waste), Series 2016, of the Parish of St. Mary, State of Louisiana,” for the purpose of refunding

the Refunded Bonds, funding a reserve therefor and paying the Costs of Issuance. The Bonds shall be in substantially the form set forth in Exhibit D hereto, with such necessary or appropriate variations, omissions and insertions as are required or permitted by the Act and this Bond Ordinance.

SECTION 2.5. Denominations, Dates, Maturities and Interest. The Bonds are issuable as fully registered bonds without coupons in the denominations of \$5,000 principal amount or any integral multiple thereof within a single maturity, and shall be numbered R-1 upwards.

The Bonds shall be dated the date of delivery thereof, shall mature on March 1 in the years and in the principal amounts and the outstanding principal amount of the Bonds shall bear interest, payable on the Interest Payment Dates, at the rates per annum, as follows:

<u>DATE</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>DATE</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>
<u>(MARCH 1)</u>	<u>PAYMENT</u>	<u>RATE</u>	<u>(MARCH 1)</u>	<u>PAYMENT</u>	<u>RATE</u>

It is expressly provided that the Bonds may be issued for convenience in the form of a single, fully registered bond maturing in installments as shown above.

SECTION 2.6. Payment of Principal and Interest. The principal of the Bonds are payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts at the designated corporate trust office of the Paying Agent, upon presentation and surrender thereof. Interest on the Bonds is payable by check mailed on or before the Interest Payment Date by the Paying Agent to each Owner (determined as of the close of business on the applicable Record Date) at the address of such Owner as it appears on the registration books of the Paying Agent maintained for such purpose. Except as otherwise provided in this Section, Bonds shall bear interest from date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, as the case may be. The Person in whose name any Bond is registered at the close of business on the Record Date with respect to an Interest Payment Date shall in all cases be entitled to receive the interest payable on such Interest Payment Date (unless such Bond has been called for redemption on a redemption date which is prior to such Interest Payment Date) notwithstanding the cancellation of such Bond upon any registration of transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date.

ARTICLE III

GENERAL TERMS AND PROVISIONS OF THE BONDS

SECTION 3.1. Exchange of Bonds; Persons Treated as Owners. The Issuer shall cause books for the registration and for the registration of transfer of the Bonds as provided in this Bond Ordinance to be kept by the Paying Agent at its designated corporate trust office, and the Paying Agent is hereby constituted and appointed the registrar for the Bonds. At reasonable times and under reasonable regulations established by the Paying Agent said list may be inspected and copied by the Issuer or by the Owners (or a designated representative thereof) of 15% of the outstanding principal amount of the Bonds.

All Bonds presented for registration of transfer or exchange shall be accompanied by a written instrument or instruments of transfer in form and with a guaranty of signature satisfactory to the Paying Agent, duly executed by the Owner or his attorney duly authorized in writing.

The Bonds may be transferred, registered and assigned only on the Bond Register, and such registration shall be at the expense of the Issuer. A Bond may be assigned by the execution of an assignment form on the Bond or by other instruments of transfer and assignment acceptable to the Paying Agent. A new Bond will be delivered by the Paying Agent to the last assignee (the new Owner) in exchange for such transferred and assigned Bond after receipt of the Bond to be transferred in proper form. Such new Bond shall be in an authorized denomination. Neither the Issuer nor the Paying Agent shall be required to issue, register, transfer or exchange any Bond during a period beginning at the opening of business on a Record Date and ending at the close of business on the Interest Payment Date.

No service charge to the Owners shall be made by the Paying Agent for any exchange or registration of transfer of Bonds. The Paying Agent may require payment by the person requesting an exchange or registration of transfer of Bonds of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto.

The Issuer and the Paying Agent shall not be required to issue, register the transfer of or exchange any Bond during a period beginning at the opening of business on a Record Date or any date of selection of Bonds to be redeemed and ending at the close of business on the Interest Payment Date.

All Bonds delivered upon any registration of transfer or exchange of Bonds shall be valid obligations of the Issuer, evidencing the same debt and entitled to the same benefits under this Bond Ordinance as the Bonds surrendered.

Prior to due presentment for registration of transfer of any Bond, the Issuer and the Paying Agent, and any agent of the Issuer or the Paying Agent may deem and treat the person in whose name any Bond is registered as the absolute owner thereof for all purposes, whether or not such Bond shall be overdue, and shall not be bound by any notice to the contrary.

SECTION 3.2. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be improperly cancelled, or be destroyed, stolen or lost, the Issuer may in its discretion adopt an ordinance and thereby authorize the issuance and delivery of a new Bond in exchange for and substitution for such mutilated or improperly cancelled Bond, or *in lieu* of and in substitution for the Bond destroyed, stolen or lost, upon the Owner (i) furnishing the Issuer and the Paying Agent proof of his ownership thereof and proof of such mutilation, improper cancellation, destruction, theft or loss satisfactory to the Issuer and the Paying Agent, (ii) giving to the Issuer and the Paying Agent an indemnity bond in favor of the Issuer and the Paying Agent in such amount as the Issuer may require, (iii) compliance with such other reasonable regulations and conditions as the Issuer may prescribe and (iv) paying such expenses as the Issuer and the Paying Agent may incur. All Bonds so surrendered shall be delivered to the Paying Agent for cancellation pursuant to Section 3.3 hereof. If any Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof. Any such duplicate Bond issued pursuant to this Section shall constitute an original, additional, contractual obligation on the part of the Issuer, whether or not the lost, stolen or destroyed Bond be at any time found by anyone. Such duplicate Bond shall be in all respects identical with those replaced except that it shall bear on its face the following additional clause:

This bond is issued to replace a lost, cancelled or destroyed bond under the authority of R.S. 39:971 through 39:974.

Such duplicate Bond may be signed by the facsimile signatures of the same officers who signed the original Bonds, provided, however, that in the event the officers who executed the original Bonds are no longer in office, then the new Bonds may be signed by the officers then in office. Such duplicate Bonds shall be entitled to equal and proportionate benefits and rights as to lien and source and security for payment as provided herein with respect to all other Bonds hereunder, the obligations of the Issuer upon the duplicate Bonds being identical to its obligations upon the original Bonds and the rights of the Owner of the duplicate Bonds being the same as those conferred by the original Bonds.

SECTION 3.3. Cancellation of Bonds. All Bonds paid or redeemed either at or before maturity, together with all Bonds purchased by the Issuer, shall thereupon be promptly cancelled by the Paying Agent. The Paying Agent shall thereupon promptly furnish to the Clerk of Council of the Issuer an appropriate certificate of cancellation.

SECTION 3.4. Execution. The Bonds shall be executed in the name and on behalf of the Issuer by the manual or facsimile signatures of the Executive Officers, and the corporate seal of the Issuer (or a facsimile thereof) shall be thereunto affixed, imprinted, engraved or otherwise reproduced thereon. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer before the Bonds so signed and sealed shall have been actually delivered, such Bonds may, nevertheless, be delivered as herein provided, and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Said officers shall, by the execution of the Bonds, adopt as and for their own proper signatures their respective facsimile signatures appearing on the Bonds, and the Issuer may adopt and use for that purpose the facsimile signature of any person or persons who

shall have been such officer at any time on or after the date of such Bond, notwithstanding that at the date of such Bond such person may not have held such office or that at the time when such Bond shall be delivered such person may have ceased to hold such office.

SECTION 3.5. Registration by Paying Agent. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Ordinance unless and until a certificate of registration on such Bond substantially in the form set forth in Exhibit D hereto shall have been duly manually executed on behalf of the Paying Agent by a duly authorized signatory, and such executed certificate of the Paying Agent upon any such Bond shall be conclusive evidence that such Bond has been executed, registered and delivered under this Bond Ordinance.

SECTION 3.6. Regularity of Proceedings. The Issuer, having investigated the regularity of the proceedings had in connection with the issuance of the Bonds, and having determined the same to be regular, each of the Bonds shall contain the following recital, to-wit:

“It is certified that this bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of this State.”

ARTICLE IV

PAYMENT OF BONDS; DISPOSITION OF FUNDS

SECTION 4.1. Deposit of Funds With Paying Agent. The Issuer covenants that it will deposit or cause to be deposited with the Paying Agent from the moneys derived from the Net Revenues or the Sales Tax Revenues, at least three (3) days in advance of each Interest Payment Date, funds fully sufficient to pay promptly the principal and interest so falling due on such date.

SECTION 4.2. Pledge of Net Revenues and Sales Tax Revenues . The Bonds shall be secured by and payable, equally with the Outstanding Parity Bonds in principal and interest by an irrevocable pledge and dedication of the Net Revenues and the Sales Tax Revenues. The Net Revenues and the Sales Tax Revenues are irrevocably and irrevocably pledged in an amount sufficient for the payment of the Bonds and the Outstanding Parity Bonds in principal and interest as they shall respectively become due and payable, and for the other purposes hereinafter set forth in this Bond Ordinance. The income and revenues shall be credited to an identifiable fund or account as hereinafter provided and shall be and remain so pledged for the security and payment of the Bonds and the Outstanding Parity Bonds in principal and interest and for all other payments provided for in this Bond Ordinance until such bonds shall have been fully paid and discharged.

SECTION 4.3. Outstanding Parity Bonds. The Issuer recognizes the Owners of the Outstanding Parity Bonds have certain contractual rights with respect to the Net Revenues and Sales Tax Revenues by virtue of the provisions of the Outstanding Parity Bond Ordinance. Nothing in this Ordinance shall be construed in such a manner as to impair any rights vested in the Owners of the Outstanding Parity Bonds, and if at any time it shall be established that any of the provisions of this Bond Ordinance are in conflict with the provision of the Outstanding Parity Ordinance in such manner as to impair any contractual rights vested in the Owners thereof, the provisions of the Outstanding Parity Bond Ordinance shall be controlling as to such conflicts as long as the Outstanding Parity Bonds are outstanding.

SECTION 4.4. Funds and Accounts. The Issuer, through its Governing Authority, hereby covenants to fix, establish, maintain and collect such rates, charges and tipping fees for the disposal of solid waste at the Parish Landfill, for the collection and disposal of solid waste in the rural areas of the Parish, and to revise the same from time to time whenever necessary, and to budget and transfer Sales Tax Revenues to the Enterprise Fund (as defined below), as will always provide revenues in such year sufficient (i) to provide for the payment of all reasonable and necessary expenses of administering, operating and maintaining the Parish Landfill, and costs of the Issuer associated with solid waste collection and disposal in the rural areas of the Issuer, (ii) to provide for the payment of principal of and interest on the Bonds, the Outstanding Parity Bonds and other obligations payable therefrom as and when the same shall become due and payable, (iii) to provide for the creation of a reserve therefor, and (iv) to provide a reserve to care for improvements, renewals and replacements necessary to properly operate the Parish Landfill. Such rates, charges and tipping fees may be altered or amended from time to

time, but shall not at any time be reduced below a level sufficient to provide revenues in each year (including Sales Tax Revenues), after paying all reasonable and necessary expenses of administering, operating and maintaining the Parish Landfill and costs associated with solid waste collection and disposal in the rural areas of the Issuer in such year, at least equal to 130% of the highest combined principal and interest requirements for any succeeding Bond Year on the Bonds, the Outstanding Parity Bonds and any Additional Parity Bonds hereafter issued as provided herein.

The Issuer and the Governing Authority further covenant that all of the Revenues and Sales Tax Revenues shall be credited to a separate fund or account designated the "Enterprise Fund" heretofore established with the fiscal agent bank of the Issuer, and such income, revenue and receipts shall be first used to pay those costs and expenses set forth below:

a. The payment of all reasonable and necessary expenses of administering, operating and maintaining the Parish Landfill, and costs of the Issuer associated with solid waste collection in the rural areas of the Issuer. Thereafter, the Net Revenues and the Sales Tax Revenues transferred to the Enterprise Fund shall be administered and used in the following order of priority and for the following express purposes:

b. The maintenance of a Solid Waste Bond Fund (the "Bond Fund - 2004"), sufficient in amount to pay promptly and fully the principal of and the interest on the Bonds, Outstanding Parity Bonds and any Additional Parity Bonds issued hereafter in the manner provided by this Bond Ordinance, as they severally become due and payable, by transferring from the Enterprise Fund on or before the 20th day of each month of each year, a sum equal to 1/6th of the interest falling due on the next Interest Payment Date and a sum equal to 1/12th of the principal falling due on the next principal payment date on all bonds payable from the Bond Fund - 2004, together with such additional proportionate sum as may be required to pay said principal and interest as the same respectively become due. Said bank shall make available from the Bond Fund - 2004 to the paying agent bank or banks for all bonds payable from the Bond Fund - 2004 at least three (3) days in advance of the date on which each payment of principal or interest falls due, funds fully sufficient to pay promptly the principal and interest so falling due on such date.

c. The maintenance of a Solid Waste Bond Reserve Fund (the "Bond Reserve Fund - 2004"), by depositing therein at the time of the delivery of the Bonds from existing funds or from Bond proceeds, an amount sufficient to equal the Reserve Fund Requirement. The monies in the Bond Reserve Fund - 2004 shall be retained solely for the purpose of paying the principal of and interest on the Bonds, Outstanding Parity Bonds and any Additional Parity Bonds payable from the aforesaid Bond Fund - 2004 specified in paragraph (b) above as to which there would otherwise be default. In the event that Additional Parity Bonds are issued hereafter in the manner provided by the Bond Ordinance, there shall be transferred from the Enterprise Fund or from the proceeds of such Additional Parity Bonds, such amounts, as shall be designated in the ordinance authorizing such Additional Parity Bonds, as will increase the total amount on deposit in the Bond Reserve Fund - 2004 within a period of not exceeding five (5) years, to a sum equal to the Reserve Fund Requirement on the Bonds, the Outstanding Parity Bonds and such Additional Parity Bonds.

d. The maintenance of a Solid Waste Depreciation and Contingencies Fund (the "Contingencies Fund - 2004"), to care for improvements, renewals and replacements necessary to operate the Parish Landfill, and other solid waste facilities, by transferring from the Enterprise Fund to the Contingencies Fund, monthly on or before the 20th day of each month of each year, a sum equal to \$.50 per ton, for each ton of solid waste delivered to the Parish Landfill for the preceding month, provided that such sum is available after provision is made for the payments required under paragraphs (a), (b) and (c) above. The payments into the Contingencies Fund shall continue as long as any of the Bonds, Outstanding Parity Bonds or Additional Parity Bonds, are outstanding; provided, however, that if at the end of any Fiscal Year the balance in the Contingencies Fund shall be excess of Five Hundred Thousand Dollars (\$500,000), then, in the discretion of the Governing Authority, monthly deposits into the Contingencies Fund - 2004 may be discontinued. In addition to caring for improvements, renewals and replacements necessary to properly operate the Parish Landfill, the monies in the Contingencies Fund may be used to pay the principal of and the interest on the Bonds, the Outstanding Parity Bonds, and any Additional Parity Bonds issued hereafter in the manner provided in the Bond Ordinance, for the payment of which there are not sufficient monies in the Bond Fund - 2004 and the Bond Reserve Fund - 2004 described in paragraphs (b) and (c) above, but the monies in the Contingencies Fund shall never be used for the making of improvements, renewals and replacements to the Parish

Landfill or other solid waste facilities if such use of said monies will leave in the Contingencies Fund for the making of emergency repairs or replacements less than the sum of One Hundred Thousand Dollars (\$100,000).

Any monies remaining in the Enterprise Fund after making the above-required payments may be used by the Issuer for the purpose of calling and/or purchasing and paying any outstanding bonds, or for such other lawful corporate purposes as the Governing Authority may determine.

If at any time it shall be necessary to use monies in the Bond Reserve Fund - 2004 or the Contingencies Fund - 2004 for the purpose of paying principal of, premium, if any, or interest on bonds payable from the aforesaid Bond Fund - 2004, as to which there would otherwise be default, then the monies so used shall be replaced from the revenues first thereafter received, not hereinabove required to be used for administration, operation and maintenance of the Parish Landfill, and costs associated with solid waste collection and disposal in the rural areas of the Issuer, or for meeting the current principal, interest payments, and reserve requirements, it being the intention hereof that there shall as nearly as possible be at all times in the Bond Reserve Fund - 2004 and in the Contingencies Fund - 2004, the amounts specified in paragraphs (c) and (d) above. If at any time there are sufficient monies on deposit in the Reserve Fund - 2004 and the Contingencies Fund - 2004 to retire all outstanding bonds payable from the Bond Fund - 2004 by exercising the redemption option provided by the ordinances authorizing the issuance of such bonds or by purchase on the open market, the Issuer may utilize such funds for such purpose.

All or any part of the monies in the Bond Reserve Fund - 2004 and the Contingencies Fund - 2004 shall, at the written request of the Issuer, be invested in one or both of the following if and to the extent that the same are legal for the investment of funds of the Issuer: (a) direct obligations of the United States of America, or (b) time certificates of deposit of state banks organized under the laws of the State of Louisiana and national banks having their principal office in the State of Louisiana, provided that such certificates of deposit are continuously and at all times secured by direct general obligations of the United States of America having a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such certificates of deposit. Any investments shall mature in five (5) years or less from the date of investment. All income derived from such investments shall be added to the Enterprise Fund as income of the Parish Landfill, and such investments shall, to the extent at any time necessary, be liquidated and the proceeds thereof applied to the purpose for which the respective funds are created.

ARTICLE V

REDEMPTION OF BONDS

SECTION 5.1. Redemption of Bonds. The Bonds maturing March 1, 20__ are callable at the option of the Issuer in full or in part at any time on and after March 1, 20__, and if less than a full maturity, then by lot within such maturity, at the principal amount thereof plus accrued interest to the date of redemption.

In the event a Bond to be redeemed is of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any multiple thereof) may be redeemed. Bonds are not required to be redeemed in inverse order of maturity. Official notice of such call of any of the Bonds for redemption will be given by first class mail, postage prepaid, or via accepted means of electronic communication, not less than thirty (30) days prior to the redemption date addressed to the registered owner of each Bond to be redeemed at his address as shown on the registration books of the Paying Agent.

ARTICLE VI

PARTICULAR COVENANTS

SECTION 6.1. Obligation of the Issuer in Connection with the Issuance of the Bonds. As a condition of the issuance of the Bonds, the Issuer hereby binds and obligates itself to:

(a) Deposit irrevocably in trust with the Escrow Agent under the terms and conditions of the Escrow Agreement, as hereinafter provided, an amount of the proceeds derived

from the issuance and sale of the Bonds, together with additional moneys of the Issuer, as will enable the Escrow Agent to purchase Government Obligations described in the Escrow Agreement, which shall mature in principal and interest in such a manner as to provide at least the required cash amount on or before each payment date for the Refunded Bonds (said amounts being necessary on each of the designated dates to pay and retire or redeem the Refunded Bonds, including premiums, if any, payable upon redemption). Prior to or concurrently with the delivery of the Bonds, the Issuer shall obtain an independent mathematical verification that the moneys and obligations required to be irrevocably deposited in trust in the Escrow Fund with the Escrow Agent, together with the earnings to accrue thereon, will always be sufficient for the payment of the principal of, premium and interest on the Refunded Bonds. The moneys so deposited with the Escrow Agent shall constitute a trust fund irrevocably dedicated for the use and benefit of the owners of the Refunded Bonds.

(b) Deposit in the Expense Fund established with the Escrow Agent such amount of the proceeds of the Bonds as will enable the Escrow Agent to pay the Costs of Issuance and the costs properly attributable to the establishment and administration of the Escrow Fund on behalf of the Issuer.

SECTION 6.2. Payment of Bonds. The Issuer shall duly and punctually pay or cause to be paid as herein provided, the principal of every Bond and the interest thereon, at the dates and places and in the manner stated in the Bonds according to the true intent and meaning thereof.

SECTION 6.3. Tax Covenants. (a) To the extent permitted by the laws of the State, the Issuer will comply with the requirements of the Code to establish, maintain and preserve the exclusion from “gross income” of interest on the bonds under the Code. The Issuer shall not take any action or fail to take any action, nor shall it permit at any time or times any of the proceeds of the Bonds or any other funds of the Issuer to be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any Bond to be an “arbitrage bond” as defined in the Code or would result in the inclusion of the interest on any Bond in “gross income” under the Code, including, without limitation, (i) the failure to comply with the limitation on investment of the proceeds of the Bonds, (ii) the failure to pay any required rebate of arbitrage earnings to the United States of America, or (iii) the use of the proceeds of the Bonds in a manner which would cause the Bonds to be “private activity bonds” under the Code.

(b) The Issuer shall not permit at any time or times any proceeds of the Bonds or any other funds of the Issuer to be used, directly or indirectly, in a manner which would result in the exclusion of the interest on any Bond from the treatment afforded by Section 103(a) of the Code, as from time to time amended, or any successor provision thereto.

(c) The Executive Officers are hereby empowered, authorized and directed to take any and all action and to execute and deliver any instrument, document or certificate necessary to effectuate the purposes of this Section.

SECTION 6.4. Bonds “Qualified Tax-Exempt Obligations”. The Bonds are designated as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code. In making this designation, the Issuer finds and determines that:

(a) the Bonds are not “private activity bonds” within the meaning of the Code; and

(b) the reasonably anticipated amount of qualified tax-exempt obligations which will be issued by the Issuer and all subordinate entities in calendar year 2016 does not exceed \$10,000,000.

SECTION 6.5. Continuing Disclosure Certificate. It is recognized that the Issuer will not be required to comply with the continuing disclosure requirements described in the Rule 15c2-12(b) of the Securities and Exchange Commission [17 CFR ‘240.15c2-12(b)] (the “Rule”), because the Bonds are not municipal securities subject to the Rule and because:

(a) the Bonds are not being purchased by a broker, dealer or municipal securities dealer acting as an underwriter in a primary offering of municipal securities, and

(b) the Bonds are being sold to [only one] financial institution (i.e., no more than thirty-five persons), which (i) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment in the Bonds and (ii) is not purchasing the Bonds for more than one account or with a view to distributing the Bonds.

SECTION 6.6. Obligation to Collect Tax. The Issuer does hereby obligate itself and is bound under the terms and provisions of law to levy, impose, enforce and collect the Tax and to provide for all reasonable and necessary rules, regulations, procedures and penalties in connection therewith, including the proper application of the proceeds of the Tax, until all of the Bonds and the Outstanding Parity Bonds have been retired as to both principal and interest. Nothing herein contained shall be construed to prevent the Issuer from altering, amending or repealing from time to time as may be necessary this Bond Ordinance or any subsequent Bond Ordinance providing with respect to the Tax, said alterations, amendments or repeals to be conditioned upon the continued preservation of the rights of the Owners with respect to the Net Revenues of the Tax. The Tax Ordinance imposing the Tax and pursuant to which the Tax is being levied, collected and allocated, and the obligations to continue to levy, collect and allocate the Tax and to apply the revenues therefrom in accordance with the provisions of this Bond Ordinance, shall be irrevocable for the full period of its authorization until the Bonds and the Outstanding Parity Bonds have been paid in full as to principal, premium, if any, and interest, and shall not be subject to amendment in any manner which would impair the rights of the Owners from time to time of the Bonds or which would in any way jeopardize the prompt payment of principal thereof and interest thereon. More specifically, neither the Legislature of Louisiana nor the Issuer may discontinue or decrease the Tax or permit to be discontinued or decreased the Tax in anticipation of the collection of which the Bonds have been issued, or in any way make any change which would diminish the amount of the Net Revenues of the Tax pledged to the payment of the Bonds and received by the Issuer, until all of such Bonds and the Outstanding Parity Bonds shall have been retired as to both principal and interest and all amounts payable hereunder have been paid.

The Owners of any of the Bonds may, either at law or in equity, by suit, action, mandamus or other proceeding, enforce and compel performance of all duties required to be performed as a result of issuing the Bonds and may similarly enforce the provisions of any ordinance imposing the Tax and the Bond Ordinance and proceedings authorizing the issuance of the Bonds.

SECTION 6.7. Indemnity Bonds. So long as any of the Bonds are outstanding and unpaid, the Issuer shall require all of its officers and employees who may be in a position of authority or in possession of money derived from the collection of the Tax, to obtain or be covered by a blanket fidelity or faithful performance bond, or independent fidelity bonds written by a responsible indemnity company in amounts adequate to protect the Issuer from loss.

SECTION 6.8. Issuer to Maintain Books and Records. So long as any of the Bonds are outstanding and unpaid in principal or interest, the Issuer shall maintain and keep proper books of records and accounts separate and apart from all other records and accounts in which shall be made full and correct entries of all transactions relating to the collection and expenditure of the Net Revenues of the Tax, including specifically but without limitation, all reasonable and necessary costs and expenses of collection. Not later than six (6) months after the close of each Fiscal Year, the Issuer shall cause an audit of such books and accounts to be made by the Legislative Auditor of the State of Louisiana (or his successor) or by a recognized independent firm of certified public accountants showing the receipts of and disbursements made for the account of the aforesaid Sales Tax Fund. Such audit shall be available for inspection upon request by the Owners of any of the Bonds. The Issuer further agrees that the Paying Agent and the Owners of any of the Bonds shall have at all reasonable times the right to inspect the records, accounts and data of the Issuer relating to the Tax.

SECTION 6.9. Rights of Owners. The Owners of the Bonds from time to time shall be entitled to exercise all rights and powers for which provision is made in the laws of the State of Louisiana. Any Owner of the Bonds or any trustee acting for such Owner in the manner hereinafter provided, may, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State of Louisiana, or granted and contained in this Bond Ordinance, and may enforce and compel the performance of all duties required by this Bond Ordinance, or by any applicable statutes to be performed by the Issuer or by any agency, board or officer thereof, including the fixing, charging and collecting of rates, charges and tipping fees.

In the event that default shall be made in the payment of the interest on or the principal of the Bonds as the same shall become due, or in the making of the payments into any of the funds provided by Section 4.4 of this Bond Ordinance, or any other payments required to be made by this Bond Ordinance, or in the event that the Issuer or any agency, board, officer, agent or employee thereof shall fail or refuse to comply with the provisions of this Bond Ordinance or shall default in any covenant made herein, and in the further event that any such default shall continue for a period of thirty (30) days after written notice, any Owner of such bonds or any trustee appointed to represent such Owners as hereinafter provided, shall be entitled as of right to the appointment of a receiver of the Issuer's solid waste operations and facilities, hereinafter referred to in this Section as the "Solid Waste System," in an appropriate judicial proceeding in a court of competent jurisdiction.

The receiver so appointed shall forthwith directly or by his agents and attorneys, enter into and upon and take possession of the Solid Waste System, and each and every part thereof, and shall hold, operate and maintain, manage and control the Solid Waste System, and each and every part thereof, and in the name of the Issuer shall exercise all the rights and powers of the Issuer with respect to the Solid Waste System as the Issuer itself might do. Such receiver shall collect and receive all rates, fees, charges and other revenues, maintain and operate the Solid Waste System in the manner provided in this Bond Ordinance, and comply under the jurisdiction of the court appointing such receiver, with all of the provisions of this Bond Ordinance.

Whenever all that is due upon the Bonds and interest thereon, and under any covenants of this Bond Ordinance for all funds herein required, and upon any other obligations and interest thereon, having a charge, lien or encumbrance upon the fees, charges or other revenues of the Solid Waste System, shall have been paid and made good, and all defaults under the provisions of this Bond Ordinance shall have been cured and made good, possession of the Solid Waste System shall be surrendered to the Issuer upon the entry of an order of the court to that effect. Upon any subsequent default, any Owner of Bonds, or any trustee appointed for such Owner as hereinafter provided, shall have the same right to secure the further appointment of a receiver upon any such subsequent default.

Such receiver shall in the performance of the powers hereinabove conferred upon him be under the direction and supervision of the court making such appointment, shall at all times be subject to the orders and decrees of such court, and may be removed thereby and a successor receiver appointed in the discretion of such court. Nothing herein contained shall limit or restrict the jurisdiction of such court to enter such other and further orders and decrees as such court may deem necessary or appropriate for the exercise by the receiver of any function not specifically set forth herein.

Any receiver appointed as provided herein shall hold and operate the Solid Waste System in the name of the Issuer and for the joint protection and benefit of the Issuer and Owners of the Bonds. Such receiver shall have no power to sell, assign, mortgage or otherwise dispose of any assets of any kind or character belonging or pertaining to the Solid Waste System but the authority of such receiver shall be limited to the possession, operation and maintenance of the Solid Waste System for the sole purpose of the protection of both the Issuer and the Owners and the curing and making good of any default under the provisions of this Bond Ordinance, and the title to and the ownership of the Solid Waste System shall remain in the Issuer, and no court shall have any jurisdiction to enter any order or decree permitting or requiring such receiver to sell, mortgage or otherwise dispose of any assets of the Solid Waste System except with the consent of the Issuer and the Owners of not less than 3/4 of the principal amount of Bonds then Outstanding, and in such manner as the court shall direct.

The Owner or Owners of Bonds in an aggregate principal amount of not less than twenty-five percent (25%) of Bonds issued under this Bond Ordinance then Outstanding may by a duly executed certificate appoint a trustee for the Owners with authority to represent such Owners in any legal proceedings for the enforcement and protection of the rights of such Owners. Such certificate shall be executed by such Owners, or by their duly authorized attorneys or representatives, and shall be filed in the office of the Clerk of the Council.

Until an event of default shall have occurred, the Issuer shall retain full possession and control of the Solid Waste System with full right to manage, operate and use the same and every part thereof with the rights appertaining thereto, and to collect and receive, and, subject to the

provisions of this Bond Ordinance, to take, use and enjoy and distribute the earnings, income, issue and profits accruing on or derivable from the Solid Waste System.

SECTION 6.10. Sale or Lease of Parish Landfill. So long as any of the Bonds are outstanding and unpaid in principal or interest, the Issuer shall be bound and obligated not to sell, lease, encumber or in any manner or dispose of the Parish Landfill or any substantial part thereof; provided, however, that this covenant shall not be construed to prevent the disposal by the Issuer of property which in its judgment has become inexpedient to use in connection with the operation of the Parish Landfill, when other property of equal value is substituted therefor, or the proceeds derived from such property is used for the purpose of making improvements, or additions to, or renewal of capital assets of the Parish Landfill, or for the purchase of the Bonds of the last maturity then outstanding at a price not greater than par, or the redemption price of the Bonds, whichever is greater.

SECTION 6.11. Franchise. So long as any of the Bonds are outstanding and unpaid in principal and interest, the Issuer obligates itself not to grant a franchise, permit or license to any competing landfill operation within the boundaries of the Issuer which would render services or facilities similar to those of the Parish Landfill, and also obligates itself to oppose the granting of any such franchise, permit or license by any other public board having jurisdiction over such matters. Further, the Issuer shall maintain its corporate identity and existence as long as any of the Bonds remain outstanding.

SECTION 6.12. Covenant to Protect Parish Landfill Revenues through Insurance. So long as any of the Bonds are Outstanding and unpaid, the Issuer shall require all of its officers and employees who may be in a position of authority or in possession of monies derived from the Issuer's solid waste operations, to obtain or be covered by a blanket fidelity or faithful performance bond, or independent fidelity bonds written by a responsible indemnity company in amounts adequate to protect the Issuer from loss.

ARTICLE VII

SUPPLEMENTAL BOND ORDINANCES

SECTION 7.1. Supplemental Bond Ordinances Effective Without Consent of Owners. For any one or more of the following purposes and at any time from time to time, an ordinance supplemental hereto may be adopted, which, upon the filing with the Paying Agent of a certified copy thereof, but without any consent of Owners, shall be fully effective in accordance with its terms:

(a) to add to the covenants and agreements of the Issuer in the Bond Ordinance other covenants and agreements to be observed by the Issuer which are not contrary to or inconsistent with the Bond Ordinance as theretofore in effect;

(b) to add to the limitations and restrictions in the Bond Ordinance other limitations and restrictions to be observed by the Issuer which are not contrary to or inconsistent with the Bond Ordinance as theretofore in effect;

(c) to surrender any right, power or privilege reserved to or conferred upon the Issuer by the terms of the Bond Ordinance, but only if the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the Issuer contained in the Bond Ordinance;

(d) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision of the Bond Ordinance; or

(e) to insert such provisions clarifying matters or questions arising under the Bond Ordinance as are necessary or desirable and are not contrary to or inconsistent with the Bond Ordinance as theretofore in effect.

SECTION 7.2. Supplemental Bond Ordinances Effective With Consent of Owners. Except as provided in Section 7.1, any modification or amendment of the Bond Ordinance or of the rights and obligations of the Issuer and of the Owners hereunder, in any particular, may be made by a supplemental ordinance, with the written consent of the Owners of a majority of the Bond Obligation at the time such consent is given. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any

outstanding Bond or of any installment of interest thereon or a reduction in the principal amount thereof or in the rate of interest thereon without the consent of the Owner, or shall reduce the percentages of Bonds the consent of the Owner of which is required to effect any such modification or amendment, or change the obligation of the Issuer to levy and collect the Tax for the payment of the Bonds as provided herein, without the consent of the Owners of all of the Bonds then outstanding, or shall change or modify any of the rights or obligations of either the Paying Agent or the Escrow Agent without its written assent thereto. For the purposes of this Section, Bonds shall be deemed to be affected by a modification or amendment of the Bond Ordinance if the same adversely affects or diminishes the rights of the Owners of said Bonds.

Any rating agency rating the Bonds must receive notice of any amendment to the Bond Ordinance and a copy thereof at least 15 days in advance of its execution or adoption.

ARTICLE VIII

ADDITIONAL PARITY BONDS

SECTION 8.1. Issuance of Additional Parity Bonds. All of the Bonds shall enjoy complete parity of lien on the Net Revenues and Sales Tax Revenues, despite the fact that any of the Bonds may be delivered at an earlier date than any other of the Bonds. The Issuer shall issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the Net Revenues and Sales Tax Revenues having priority over or parity with the Bonds herein authorized and the Outstanding Parity Bonds, provided, however, that Additional Parity Bonds may hereafter be issued under the following conditions:

(a) The Bonds or any part hereof, including interest thereon, may be refunded and the refunding bonds so issued shall enjoy complete equality of lien with the portion of the Bonds which is not refunded, if there be any, and the refunding bonds shall continue to enjoy whatever priority of lien over subsequent issues may have been enjoyed by the Bonds refunded; provided, however, that if only a portion of the Bonds outstanding is so refunded and if the refunding bonds require principal and interest payments during any Bond Year in excess of the principal and interest which would have been required to pay the Bonds refunded thereby, then such Bonds may not be refunded without the consent of the Owners of the unrefunded portion of the Bonds (provided such consent shall not be required if such refunding bonds meet the requirements set forth in clause (b) below).

(b) Additional Parity Bonds may also be issued on a parity with the Bonds if all of the following conditions are met:

- (i) The average Sales Tax Revenues for the two (2) completed Fiscal Years immediately preceding the issuance of the additional bonds, together with the projected Net Revenues for the year in which such Additional Parity Bonds are issued, must be at least one and thirty-five hundredths (1.35) times the highest combined principal and interest requirements for any Fiscal Year period on all Bonds, Outstanding Parity Bonds and any Additional Parity Bonds theretofore issued and then outstanding which are payable from the Net Revenues and Sales Tax Revenues (but excluding bonds which have been refunded or provisions otherwise made for their full and complete payment and redemption), and the bonds so proposed to be issued.
 - (ii) There must be no delinquencies in payments required to be made into the various funds established by Section 4.4 of this Bond Ordinance.
 - (iii) The existence of the facts required by paragraphs (i) and (ii) above must be determined by the independent certified public accountants who have been employed to audit the books of the Issuer or by such successors thereof who may have been employed for that purpose.
 - (iv) The Additional Parity Bonds must be payable as to principal on March 1st of each year in which principal falls due and payable as to interest on March 1st and September 1st of each year.
 - (v) The proceeds of the Additional Parity Bonds must be used solely for the making of improvements, renewals, replacements or repairs to the Parish Landfill or other solid waste facilities or for refunding bonds issued for such purposes.
- (c) Junior and subordinate bonds may be issued for solid waste purposes without restrictions.

ARTICLE IX

REMEDIES ON DEFAULT

SECTION 9.1. Events of Default. If one or more of the following events (in this Bond Ordinance called "Events of Default") shall happen, that is to say,

(a) if default shall be made in the due and punctual payment of the principal of any Bond when and as the same shall become due and payable, whether at maturity or otherwise; or

(b) if default shall be made in the due and punctual payment of any installment of interest on any Bond when and as such interest installment shall become due and payable; or

(c) if default shall be made by the Issuer in the performance or observance of any other of the covenants, agreements or conditions on its part in the Bond Ordinance, any supplemental ordinance or in the Bonds, and such default shall continue for a period of forty-five (45) days after written notice thereof to the Issuer by the Owners of not less than 25% of the Bond Obligation; or

(d) if the Issuer shall file a petition or otherwise seek relief under any Federal or State bankruptcy law or similar law;

then, upon the happening and continuance of any Event of Default the Owners of the Bonds shall be entitled to exercise all rights and powers for which provision is made under Louisiana law. Under no circumstances may the principal or interest of any of the Bonds be accelerated. All remedies shall be cumulative with respect to the Paying Agent and the Owners; if any remedial action is discontinued or abandoned, the Paying Agent and the Owners shall be restored to the former positions.

ARTICLE X

CONCERNING FIDUCIARIES

SECTION 10.1. Escrow Agent; Appointment and Acceptance of Duties. Whitney Bank, Baton Rouge, Louisiana, is hereby appointed Escrow Agent. The Escrow Agent shall signify its acceptance of the duties and obligations imposed upon it by this Bond Ordinance by executing and delivering the Escrow Agreement. The Escrow Agent is authorized to file, on behalf of the Issuer, subscription forms for any Government Securities required by the Escrow Agreement. A successor to the Escrow Agent may be designated in the manner set forth in the Escrow Agreement.

SECTION 10.2. Paying Agent; Appointment and Acceptance of Duties. The Issuer will at all times maintain a Paying Agent having the necessary qualifications for the performance of the duties described in this Bond Ordinance. The designation of [Whitney Bank] as the initial Paying Agent is hereby confirmed and approved. The Paying Agent shall signify its acceptance of the duties and obligations imposed on it by the Bond Ordinance by executing and delivering an acceptance of its rights, duties and obligations as Paying Agent set forth herein in form and substance satisfactory to the Issuer.

SECTION 10.3. Successor Paying Agent. Any successor Paying Agent shall (i) be a trust company or bank in good standing, located in or incorporated under the laws of the State, duly authorized to exercise trust powers and subject to examination by federal or state authority and (ii) have a reported capital and surplus of not less than \$10,000,000.

ARTICLE XI

SALE OF BONDS

SECTION 11.1. Sale of Bonds. The Bonds are hereby awarded to and sold to the Purchaser. The Issuer hereby accepts the Commitment Letter of the Purchaser to purchase the Bonds, attached as Exhibit C hereto, and any terms of the Commitment Letter not otherwise contained herein shall be incorporated herein by reference. The Bonds shall be delivered to the Purchaser or its agents or assigns, upon receipt by the Issuer (directly or indirectly) of the agreed purchase price.

SECTION 11.2. Placement Agent. Raymond James & Associates, Inc., is hereby confirmed as Placement Agent in accordance with the resolution adopted by this Governing Authority on March 23, 2016, giving preliminary approval to the issuance of the Bonds.

ARTICLE XII

REDEMPTION OF REFUNDED BONDS

SECTION 12.1. Call for Redemption. Subject only to the delivery of the Bonds, \$_____ principal amount of the Issuer's Sales Tax Bonds (Solid Waste), Series 2010, consisting of said bonds due March 1, 20__ to March 1, 20__, inclusive, are hereby called for redemption on March 1, 20__, at the principal amount thereof, and accrued interest to the date of redemption, in compliance with the ordinance adopted on November 10, 2010, authorizing their issuance.

ARTICLE XIII

MISCELLANEOUS

SECTION 13.1. Defeasance. If the Issuer shall pay or cause to be paid to the Owners of all Bonds then outstanding, the principal and interest to become due thereon, at the times and in the manner stipulated therein and in the Bond Ordinance, then the covenants, agreements and other obligations of the Issuer to the Owners shall be discharged and satisfied. In such event, the Paying Agent shall, upon the request of the Issuer, execute and deliver to the Issuer all such instruments as may be desirable to evidence such discharge and satisfaction and the Paying Agent shall pay over or deliver to the Issuer all moneys, securities and funds held by them pursuant to the Bond Ordinance which are not required for the payment of Bonds not theretofore surrendered for such payment.

Bonds or interest installments for the payment of which money shall have been set aside and shall be held in trust (through deposit by the Issuer of funds for such payment or otherwise) at the maturity date thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section. Bonds shall be deemed to have been paid, prior to their maturity, within the meaning and with the effect expressed above in this Section if they have been defeased pursuant to Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, or any successor provisions thereto.

SECTION 13.2. Evidence of Signatures of Owners and Ownership of Bonds. (a) Any request, consent, revocation of consent or other instrument which the Bond Ordinance may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys-in-fact appointed in writing. Proof of (i) the execution of any such instrument, or of an instrument appointing any such attorney, or (ii) the ownership by any person of the Bonds shall be sufficient for any purpose of the Bond Ordinance (except as otherwise therein expressly provided) if made in the following manner, or in any other manner satisfactory to the Paying Agent, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

- (i) the fact and date of the execution by any Owner or his attorney-in-fact of such instrument may be proved by the certificate, which need not be acknowledged or verified, of an officer of a bank or trust company or of any notary public that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such certificate or affidavit shall also constitute sufficient proof of his authority;
- (ii) the ownership of Bonds and the amount, numbers and other identification, and date of owning the same shall be proved by the registration books of the Paying Agent; and
- (iii) any request or consent by the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the Issuer or the Paying Agent in accordance therewith.

SECTION 13.3. Moneys Held for Particular Bonds. The amounts held by the Paying Agent for the payment due on any date with respect to particular Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it, without liability for interest, for the Owners entitled thereto.

SECTION 13.4. Parties Interested Herein. Nothing in the Bond Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the Issuer, the Paying Agent and the Owners any right, remedy or claim under or by reason of the Bond Ordinance or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in the Bond Ordinance contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Paying Agent and the Owners.

SECTION 13.5. No Recourse on the Bonds. No recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Bond Ordinance against the Executive Officers or any member of the Governing Authority or officer of the Issuer or any person executing the Bonds.

SECTION 13.6. Successors and Assigns. Whenever in this Bond Ordinance the Issuer is named or referred to, it shall be deemed to include its successors and assigns and all the covenants and agreements in this Bond Ordinance contained by or on behalf of the Issuer shall bind and ensure to the benefit of its successors and assigns whether so expressed or not.

SECTION 13.7. Subrogation. In the event the Bonds herein authorized to be issued, or any of them, should ever be held invalid by any court of competent jurisdiction, the Owner or Owners thereof shall be subrogated to all the rights and remedies against the Issuer had and possessed by the owner or owners of the Refunded Bonds.

SECTION 13.8. Severability. In case any one or more of the provisions of the Bond Ordinance or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of the Bond Ordinance or of the Bonds, but the Bond Ordinance and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date of the Bond Ordinance which validates or makes legal any provision of the Bond Ordinance or the Bonds which would not otherwise be valid or legal shall be deemed to apply to the Bond Ordinance and to the Bonds.

SECTION 13.9. Publication of Bond Ordinance. This Bond Ordinance shall be published one time in the official journal of the Issuer; however, it shall not be necessary to publish any exhibits hereto if the same are available for public inspection and such fact is stated in the publication.

SECTION 13.10. Execution of Documents. In connection with the issuance and sale of the Bonds, the Executive Officers and the Finance Director are each authorized, empowered and directed to execute on behalf of the Issuer such documents, certificates and instruments as they may deem necessary, upon the advice of Bond Counsel, to effect the transactions contemplated by this Bond Ordinance, the signatures of the Executive Officers and Finance Director on such documents, certificates and instruments to be conclusive evidence of the due exercise of the authority granted hereunder.

SECTION 13.11. Effective Date. This Bond Ordinance shall become effective immediately.

This ordinance having been offered and read on this the 13th day of April 2016, having been published in accordance with law.

EXHIBIT A TO BOND ORDINANCE

OUTSTANDING BONDS TO BE REFUNDED

**SALES TAX BONDS (SOLID WASTE), SERIES 2010
DATED MARCH 1, 2010**

<u>DATE (MARCH 1)</u>	<u>PRINCIPAL PAYMENT</u>	<u>INTEREST RATE</u>	<u>CUSIP NUMBERS</u>
2021	\$ 370,000	4.250%	79242R AK8
2022	385,000	4.500	79242R AL6
2023	405,000	4.600	79242R AM4
2024	425,000	4.750	79242R AN2
2025	1,055,000	5.000	79242R AP7
2028	<u>3,510,000</u>	5.000	79242P AQ5
	<u>\$6,150,000</u>		

Those bonds set forth above will be called for redemption on March 1, 2020, at the principal amount thereof and accrued interest to the date fixed for redemption.

**EXHIBIT B
TO BOND ORDINANCE**

(FORM OF DEFEASANCE AND ESCROW DEPOSIT AGREEMENT)

This DEFEASANCE AND ESCROW DEPOSIT AGREEMENT, by and between **THE PARISH OF ST. MARY, STATE OF LOUISIANA** (the "Issuer"), appearing herein through the hereinafter named officers, and **WHITNEY BANK**, in Baton Rouge, Louisiana, a Louisiana state banking corporation duly authorized to exercise corporate trust powers, as escrow agent (the "Escrow Agent"), appearing herein through the hereinafter named officers, which shall be dated as of June 1, 2016:

W I T N E S S E T H :

WHEREAS, the Issuer has heretofore duly authorized and issued its Sales Tax Bonds (Solid Waste), Series 2010, of which \$7,485,000 are outstanding (the "2010 Bonds"); and

WHEREAS, the governing authority of the Issuer has found and determined that the call for redemption of those 2010 Bonds maturing March 1, 2021 to March 1, 2028, inclusive (the "Refunded Bonds"), would be financially advantageous to the Issuer and would result in debt service savings; and

WHEREAS, the Issuer has authorized the issuance of \$_____ of its Sales Tax Refunding Bonds (Solid Waste), Series 2016 (the "Bonds"), for the purpose of refunding the Refunded Bonds, pursuant to an ordinance adopted by the governing authority of the Issuer on May 11, 2016 (the "Bond Ordinance"), the Refunded Bonds to be redeemed being described in the Bond Ordinance; and

WHEREAS, the Bond Ordinance provides that a portion of the proceeds from the sale of the Bonds (exclusive of accrued interest thereon), together with other available funds, shall be placed in escrow with the Escrow Agent and, together with the interest earned from the investment thereof, will be sufficient to pay the principal of, and interest on the Refunded Bonds as the same mature and become due or are called for redemption;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and in order to provide for the aforesaid refunding and thereby reduce annual debt service on the Refunded Bonds and lower the effective rate of interest paid with respect to the Issuer's general obligation bonds, the parties hereto agree as follows:

SECTION 1. Establishment of Escrow Fund. There is hereby created and established with the Escrow Agent a special and irrevocable escrow fund to be known as the "Parish of St. Mary, State of Louisiana, Sales Tax Refunding Bonds (Solid Waste), Series 2016 Escrow Fund" (herein called the "Escrow Fund") to be held in trust by the Escrow Agent separate and apart from other funds of the Issuer and the Escrow Agent. Receipt of a true and correct copy of the Bond Ordinance is hereby acknowledged by the Escrow Agent, and reference herein to or citation herein of any provision of said Bond Ordinance shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if fully set forth herein.

SECTION 2. Deposit to Escrow Fund; Application of Moneys. Concurrently with the issuance and delivery of the Bonds, the Issuer will cause to be deposited with the Escrow Agent the sum of \$_____ from the proceeds of the Bonds (the "Bond Proceeds") and a transfer of \$_____ from the existing funds of the Issuer (the "Existing Funds"). Such funds will be applied as follows:

- (i) \$_____ of Bond Proceeds to the Escrow Fund to purchase the Escrow Obligations (hereinafter defined) described in Schedule A attached hereto;
- (ii) \$_____ of Existing Funds to the Escrow Fund to purchase the Escrow Obligations (hereinafter defined) described in Schedule A attached hereto;

(iii) \$_____ of Existing Funds to the Escrow Fund to establish an initial cash deposit; and

(iv) \$_____ of Bond Proceeds to the Expense Fund created in Section 3 hereof.

(b) Concurrently with such deposit, the Escrow Agent shall apply the moneys described in (i) and (ii) above to the purchase of the obligations, described in Schedule A attached hereto. The obligations listed in Schedule A hereto and any other direct obligations of the United States Government are hereinafter referred to as the "Escrow Obligations." All documents evidencing the book entries of the Escrow Obligations shall be held by the Escrow Agent and appropriate evidence thereof shall be furnished by the Escrow Agent to the Issuer. As shown in Schedule B attached hereto, the Escrow Obligations shall mature in principal amounts and pay interest in such amounts and at such times so that sufficient moneys will be available from such Escrow Obligations (together with other moneys on deposit in the Escrow Fund) to pay, as the same mature and become due or are redeemed, the principal of and interest on the Refunded Bonds. The Issuer, on the basis of a mathematical verification of an independent certified public accountant, has heretofore found and determined that the investments described in said Schedule A are adequate in yield and maturity date in order to provide the necessary moneys to accomplish the refunding of the Refunded Bonds.

In the event that, on the date of delivery of the Bonds, there is not delivered to the Escrow Agent any Escrow Obligation described in Schedule A hereto, the Escrow Agent shall accept delivery of cash and/or replacement obligations which are direct, non-callable general obligations of or guaranteed by the United States of America (collectively, "Replacement Obligations") described in paragraph (b) of this Section, in lieu thereof, and shall hold such Replacement Obligations in the Escrow Fund until the Escrow Obligations described in Schedule A which were not delivered on the date of delivery of the Bonds are available for delivery. The Escrow Agent shall return to the supplier thereof any Replacement Obligations in exchange for and upon receipt of the Escrow Obligations set forth in Schedule A for which such Replacement Obligations described in such paragraph (b) were substituted. The Escrow Agent shall have no power or duty to invest any moneys held in the Escrow Fund or to make substitutions of the Escrow Obligations held in the Escrow Fund or to hereafter sell, transfer or otherwise dispose of such Escrow Obligations, except pursuant to the following subparagraph (b).

(c) An obligation shall qualify as a Replacement Obligation or other permitted substitution obligation only if such Replacement Obligations:

(i) are in an amount, and/or mature in an amount (including any interest received thereon), which together with any cash or Government Securities substituted for the Escrow Obligations listed in Schedule A hereto is equal to or greater than the amount payable on the maturity date of the Escrow Obligations listed in Schedule A hereto for which the substitution occurred;

(ii) mature on or before the next date on which the Government Securities listed in Schedule A hereto which are substituted for will be required for payment of principal of, or interest on the Refunded Bonds; and

(iii) the Escrow Agent shall have been provided with (A) a mathematical verification of an independent certified public accountant that the Replacement Obligations are sufficient to pay the principal and interest of the Refunded Bonds as shown on Schedule C and (B) an opinion of nationally recognized bond counsel to the effect that the substitution is permitted hereunder and has no adverse effect on the exclusion from gross income for federal income tax purposes of interest on the bonds or the Refunded Bonds.

To the extent that the Escrow Obligations mature before the payment dates referred to in Schedule C, the Escrow Agent shall, at the written direction of the Issuer, invest for the benefit of the Issuer such cash in other Escrow Obligations provided that the investment in such other Escrow Obligations mature on or before dates pursuant to Section 6 in such amounts as equal or exceed the Section 6 requirements and that such investment does not cause the Bonds

or the Refunded Bonds to be "arbitrage bonds" under the Internal Revenue Code of 1986, as amended.

(d) The Escrow Agent shall collect and receive the interest accruing and payable on the Escrow Obligations and the maturing principal amounts of the Escrow Obligations as the same are paid and credit the same to the Escrow Fund, so that the interest on and the principal of the Escrow Obligations, as such are paid, will be available to make the payments required pursuant to Section 6 hereof.

(e) In the event there is a deficiency in the Escrow Fund, the Escrow Agent shall notify the Issuer of such deficiency, and the Issuer shall immediately remedy such deficiency by paying to the Escrow Agent the amount of such deficiency. The Escrow Agent shall not be liable for any such deficiency, except as may be caused by the Escrow Agent's negligence or willful misconduct.

SECTION 3. Establishment of Expense Fund; Use of Moneys in Expense Fund.

There is also hereby created and established with the Escrow Agent a special trust account to pay the Costs of Issuance of the Bonds, as defined in the Bond Ordinance (herein called the "Expense Fund") to be held in the custody of the Escrow Agent separate and apart from any other funds of the Issuer and the Escrow Agent, to which the amount of the proceeds derived from the issuance and sale of the Bonds hereinabove set forth are to be deposited. The amounts on deposit in the Expense Fund shall be used for and applied to the payment of the Costs of Issuance of the Issuer in connection with the issuance, sale and delivery of the Bonds and the establishment of the funds hereunder in the maximum amounts set forth on Schedule D hereto; and pending such disbursement moneys in the Expense Fund shall be invested by the Escrow Agent in writing as directed by the Issuer. Payment of the aforesaid expenses is hereby expressly approved by the Issuer and shall be made by the Escrow Agent from the moneys on deposit in such Expense Fund for the purposes listed in Schedule D hereto upon receipt by the Escrow Agent of either an invoice or statement for the appropriate charges, or a written request of the Issuer signed by an Executive Officer or Finance Director, which request shall state, with respect to each payment to be made, the person, firm or corporation to whom payment is to be made, the amount to be paid and the purpose for which the obligation to be paid was incurred. Each such invoice, statement or written request shall be sufficient evidence to the Escrow Agent that the payment requested to be made from the moneys on deposit in such Expense Fund is a proper payment to the person named therein in the amount and for the purpose stated therein, and upon receipt of such invoice, statement or written request, and the Escrow Agent shall pay the amount set forth therein as directed by the terms thereof. When all expenses contemplated to be paid from such Expense Fund have been paid, such fund shall be closed and any balance remaining therein shall be withdrawn by the Escrow Agent, disbursed to the Issuer and applied by the Issuer to the payment of principal of Bonds next falling due.

SECTION 4. Deposit to Escrow Fund Irrevocable. The deposit of the moneys in the Escrow Fund shall constitute an irrevocable deposit of said moneys in trust exclusively for the benefit of the owners of the Refunded Bonds and such moneys and Escrow Obligations, together with any income or interest earned thereon, shall be held in escrow and shall be applied solely to the payment of the principal of and interest on the Refunded Bonds as the same mature and become due or are redeemed. Subject to the requirements set forth herein for the use of the Escrow Fund and the moneys and investments therein, the Issuer covenants and agrees that the Escrow Agent shall have full and complete control and authority over and with respect to the Escrow Fund and moneys and investments therein and the Issuer shall not exercise any control or authority over and with respect to the Escrow Fund and the moneys and investments therein.

SECTION 5. Use of Moneys. The Escrow Agent shall apply the moneys deposited in the Escrow Fund and the Expense Fund and the Escrow Obligations, together with any income or interest earned thereon, in accordance with the provisions hereof. The Escrow Agent shall have no power or duty to invest any moneys held hereunder, or to make substitutions of the Escrow Obligations held hereunder or to sell, transfer or otherwise dispose of the Escrow Obligations acquired hereunder, except as provided in 2(b) above. The liability of the Escrow Agent for the payment of the amounts to be paid hereunder shall be limited to the principal of and interest on the Escrow Obligations and cash available for such purposes in the Escrow Fund and the Expense Fund. Any amounts held as cash in the Escrow Fund, or in the Expense Fund shall be held in cash without any investment thereof or liability for interest thereon, not as a time

or demand deposit with any bank, savings and loan or other depository.

SECTION 6. Payment of Refunded Bonds. The Escrow Agent shall receive the matured principal of and the interest on the Escrow Obligations as the same are payable. On or before each interest payment date on the Refunded Bonds, the Escrow Agent shall transmit to the Issuer or the paying agent for the Refunded Bonds in immediately available funds, sufficient amounts for the payment of the interest on the Refunded Bonds due on said date and any principal on the Refunded Bonds due on said date by reason of the redemption of Refunded Bonds, in accordance with Schedule C attached hereto.

SECTION 7. Notice of Defeasance and Call for Redemption. The Issuer shall cause a Notice of Defeasance and Call for Redemption of the Refunded Bonds to be sent by the paying agent for the Refunded Bonds, by first class mail, postage prepaid, not less than thirty (30) days prior to the date of redemption of the Refunded Bonds to the registered owners as the same appear on the registration books maintained by the paying agent. The Issuer will reimburse the Escrow Agent for any expenses incurred in connection with this Section from moneys other than those in the Escrow Fund.

SECTION 8. Remaining Moneys in Escrow Fund. Upon the retirement of the Refunded Bonds, any amounts remaining in the Escrow Fund shall be paid to the Issuer as its property free and clear of the trust created by the Bond Ordinance and this Agreement and shall be transferred to the Issuer.

SECTION 9. Rights of Owners of Refunded Bonds. The escrow trust fund created hereby shall be irrevocable and the owners of the Refunded Bonds shall have a beneficial interest and a first, prior and paramount claim on all moneys and Escrow Obligations in the Escrow Fund until paid out, used and applied in accordance with this Agreement.

SECTION 10. Fees of Escrow Agent. In consideration of the services rendered by the Escrow Agent under this Agreement, the Issuer has paid to the Escrow Agent its reasonable fees and expenses, and the Escrow Agent hereby acknowledges (i) receipt of such payment and (ii) that it shall have no lien whatsoever upon any moneys in the Escrow Fund. In no event shall the Issuer be liable to any person by reason of the transactions contemplated hereby other than to the Escrow Agent as set forth in this Section 10.

The Escrow Agent and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance of the moneys and securities deposited therein, the purchase of those Escrow Obligations listed in Schedule A, the retention of the Escrow Obligations or the proceeds thereof or any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any act, omission or error of the Escrow Agent made in good faith and without negligence in the conduct of its duties.

Notwithstanding anything in this Agreement to the contrary, if the Escrow Agent is required by a governmental agency or court proceeding initiated by a third party to undertake efforts beyond that which is set forth herein but related hereto (other than due to Escrow Agent's negligence or willful misconduct), the Escrow Agent shall notify the Issuer of the same in writing and the Issuer shall promptly pay the Escrow Agents for such extraordinary fees, costs and expenses reasonably and necessarily incurred in connection therewith.

SECTION 11. Enforcement. The Issuer, the paying agent for the Refunded Bonds and the owners of the Refunded Bonds shall have the right to take all actions available under law or equity to enforce this Agreement or the terms hereof.

SECTION 12. Records and Reports. The Escrow Agent will keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money and Escrow Obligations deposited to the Escrow Fund and all proceeds thereof. With respect to each investment of the proceeds of Escrow Obligations, the Escrow Agent shall record, to the extent applicable, the purchase price of such investment, its fair market value, its coupon rate, its yield to maturity, the frequency of its interest payment, its disposition price, the accrued interest due

on its disposition date and its disposition date. Such books shall be available for inspection at reasonable hours and under reasonable conditions by the Issuer and the owners of the Bonds and the Refunded Bonds.

SECTION 13. Successor Escrow Agents. If at any time the Escrow Agent or its legal successor or successors should be removed by the Issuer, or become unable, through operation of law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of escrow agent hereunder. In such event the Issuer, by appropriate order, and with the prior written consent of the Issuer, shall promptly, and not later than 60 days after such event, appoint an escrow agent to fill such vacancy.

Any successor escrow agent shall execute, acknowledge and deliver to the Issuer and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor escrow agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor escrow agent, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor escrow agent all such rights, powers and duties. The Escrow Agent shall pay over to its successor escrow agent a proportional part of the Escrow Agent's fee hereunder.

The Escrow Agent may be removed at any time by an instrument or concurrent instrument in writing delivered to the Escrow Agent by the Issuer.

SECTION 14. Amendments. This Agreement may be amended with the consent of the Issuer and the Escrow Agent (i) to correct ambiguities, (ii) to strengthen any provision hereof which is for the benefit of the owners of the Refunded Bonds or the Bonds or (iii) to sever any provision hereof which is deemed to be illegal or unenforceable; and provided further that this Agreement shall not be amended unless the Issuer shall deliver an opinion of nationally recognized bond counsel, that such amendments will not cause the Refunded Bonds to be "arbitrage bonds". A copy of any amendment shall be provided to the Insurer and any rating agencies which have rated the Bonds.

SECTION 15. Successors Bound. All covenants, promises and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns of the Issuer, the Escrow Agent and the owners of the Refunded Bonds, whether so expressed or not.

SECTION 16. Louisiana Law Governing. This Agreement shall be governed by the applicable laws of the State of Louisiana.

SECTION 17. Termination. This Agreement shall terminate when all of the Refunded Bonds have been paid as aforesaid and any remaining moneys have been paid to the Issuer.

SECTION 18. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the Issuer or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 19. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Deposit Agreement as of the day and year first written.

THE PARISH OF ST. MARY, STATE OF LOUISIANA

By: _____
Parish President

By: _____
Chairman of the Council

ATTEST:

By: _____ (SEAL)
Clerk of the Council

WHITNEY BANK
Baton Rouge, Louisiana

By: _____
Title: Senior Vice President and Trust Officer

(SEAL)

**SCHEDULE A
To Escrow Deposit Agreement**

**SCHEDULE OF SECURITIES
PURCHASED WITH BOND PROCEEDS**

**SCHEDULE B
To Escrow Agreement**

ESCROW CASH FLOW AND PROOF OF SUFFICIENCY

**SCHEDULE C
To Escrow Deposit Agreement**

DEBT SERVICE ON REFUNDED BONDS

**SCHEDULE D
To Escrow Deposit Agreement**

COSTS OF ISSUANCE

**EXHIBIT D
TO BOND ORDINANCE**

THE PAYING AGENT/REGISTRAR IS DIRECTED NOT TO REGISTER ANY TRANSFER OF THIS BOND EXCEPT UPON THE EXECUTION OF THE ASSIGNMENT FORM HEREON BY BOTH THE CURRENT OWNER OF THIS BOND AND THE ASSIGNEE THEREOF.

NO. R_____

PRINCIPAL AMOUNT \$_____

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. MARY

SALES TAX REFUNDING BONDS (SOLID WASTE), SERIES 2016
OF THE
PARISH OF ST. MARY, STATE OF LOUISIANA

<u>Bond Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>
_____, 2016	March 1, 20__	_____%

The Parish of St. Mary, State of Louisiana (the "Issuer"), promises to pay, but solely from the source and as hereinafter provided, to:

or registered assigns, on the Maturity Date set forth above, but solely from the revenue sources hereinafter specified, the Principal Amount set forth above, together with interest thereon from the Bond Date set forth above or the most recent interest payment date to which interest has been paid or duly provided for, payable on March 1 and September 1 of each year, commencing September 1, 2016 (each an "Interest Payment Date"), at the Interest Rate per annum set forth above until said Principal Amount is paid, unless this Bond shall have been previously called for redemption and payment shall have been duly made or provided for. The principal of this Bond, upon maturity or redemption, is payable in lawful money of the United States of America at the designated corporate trust office of [Whitney Bank, Baton Rouge, Louisiana] (the "Paying Agent"), or successor thereto, upon presentation and surrender hereof. Interest on this Bond is payable by check mailed by the Paying Agent to the registered owner (determined as of the close of business on the 15th calendar day of the month next preceding the Interest Payment Date) at the address as shown on the registration books of the Paying Agent.

This Bond is one of an authorized issue aggregating in principal the sum of _____ Dollars (\$_____) (the "Bonds"), all of like tenor and effect except as to number, interest rate, denomination and maturity, said Bonds having been issued by the Issuer pursuant to the Outstanding Parity Bond Ordinance and an ordinance adopted by its governing authority on May 11, 2016 (the "Bond Ordinance"), for the purpose of refunding the callable maturities of the Issuer's outstanding Sales Tax Bonds (Solid Waste), Series 2010, maturing March 1, 20__ to March 1, 20__, inclusive, funding a reserve therefor and paying the costs of issuance of the Bonds, under the authority conferred by Chapter 14-A of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

Those Bonds maturing March 1, 20__ will be callable for redemption by the Issuer in whole or in part at any time on or after March 1, 20__, and if less than a full maturity, then by lot within such maturity, at the principal amount thereof plus accrued interest from the most recent interest payment date to which interest has been paid or duly provided for to the date fixed for redemption. In the event a Bond is of a denomination larger than Five Thousand Dollars (\$5,000), a portion of such Bond (\$5,000 or any multiple thereof) may be redeemed. Official notice of such call of any of the Bonds for redemption will be given by first class mail, postage

prepaid, or via means of electronic communication, by notice deposited in the United States mails not less than thirty (30) days prior to the redemption date addressed to the registered owner of each bond to be redeemed at his address as shown on the registration books of the Paying Agent.

The Issuer shall cause to be kept at the designated corporate trust office of the Paying Agent a register (the "Bond Register") in which registration of the Bonds and of transfers of the Bonds shall be made as provided in the Bond Ordinance. This Bond may be transferred, registered and assigned only on the Bond Register and such registration shall be at the expense of the Issuer. This Bond may be assigned by the execution of the assignment form hereon or by other instrument of transfer and assignment acceptable to the Paying Agent. A new Bond or Bonds will be delivered by the Paying Agent to the last assignee (the new registered owner) in exchange for this transferred and assigned Bond after receipt of this Bond to be transferred in proper form. Such new Bond or Bonds shall be in the denomination of \$5,000 or any integral multiple thereof within a single maturity. Neither the Issuer nor the Paying Agent shall be required to issue, register, transfer or exchange any Bond during a period beginning (i) at the opening of business on the 15th calendar day of the month next preceding an Interest Payment Date and ending at the close of business on the Interest Payment Date, or (ii) with respect to Bonds to be redeemed, at the opening of business fifteen (15) days before the date of the mailing of a notice of redemption of such Bonds and ending on the date of such redemption.

This Bond and the issue of which it forms a part are issued on a complete parity with the Issuer's unrefunded Sales Tax Bonds (Solid Waste), Series 2010, maturing March 1, 2017 to March 1, 20__ and the Sales Tax Refunded Bonds (Solid Waste), Series 2013, maturing March 1, 2017 to March 1, 2024, inclusive (collectively, the "Outstanding Parity Bonds"). It is certified that the Issuer, in issuing this Bond and the issue of which it forms a part, has complied with all the terms and conditions set forth in the ordinances authorizing the issuance of the Outstanding Parity Bonds.

The Bonds, including this Bond, are payable, equally with the Outstanding Parity Bonds, as to principal and interest from (a) the Issuer's allocation or portion of the avails or proceeds of the special three-fourths of one percent (3/4%) parishwide sales and use tax now being levied and collected by the Issuer pursuant to the Constitution and laws of Louisiana, and in compliance with elections held in the Issuer on December 11, 1973, May 2, 1987, and April 5, 2003 (the "Tax"), respectively, subject to the prior payment of the reasonable and necessary costs and expenses of collecting and administering the Tax, and debt service requirements on any sales tax bonds heretofore or hereafter issued by the Issuer for wastewater purposes which debt service requirements shall never exceed thirty-five percent (35%) of the Issuer's allocation or portion of the proceeds of the Tax estimated to be received by the Issuer in the calendar year in which such bonds are issued (the "Sales Tax Revenues"); and (b) the income, revenues and receipts derived by the Issuer from the imposition of rates and charges for solid waste collection and disposal and tipping fees at the Parish Landfill, after having first paid therefrom, the reasonable and necessary expenses of administering, operating and maintaining the Parish landfill, and costs of the Issuer associated with solid waste collection in the rural areas of the Issuer (the "Net Revenues"). This Bond constitutes a borrowing solely upon the credit of the Net Revenues and the Sales Tax Revenues, and does not constitute an indebtedness or pledge of the general credit of the Issuer within the meaning of any constitutional or statutory limitation of indebtedness.

The governing authority of the Issuer has covenanted and agreed to fix, maintain and collect such rates, charges and tipping fees for the disposal of solid waste at the Parish Landfill, for the collection and disposal of solid waste in the rural areas of the Issuer and, subject to the terms and conditions set forth in the Bond Ordinance, to budget and transfer from Sales Tax Revenues to the Enterprise Fund, as will always provide revenues in each year sufficient (i) to provide for the payment of all reasonable and necessary expenses of administering, operating and maintaining the Parish Landfill, and costs of the Issuer associated with solid waste collection and disposal in the rural areas of the Issuer, (ii) to provide for the payment of interest on and principal of the Bonds and other obligations payable therefrom as and when the same shall become due and payable, (iii) to provide for the creation of a reserve therefor, and (iv) to provide a reserve to care for improvements, renewals and replacements necessary to properly operate the Parish Landfill. For a more complete statement of the revenues from which and conditions under which this Bond is payable, the general covenants and provisions pursuant to which this Bond is issued, and the provisions for the issuance of additional *pari passu* bonds hereafter under certain

terms and conditions, reference is hereby made to the Bond Ordinance. Capitalized terms used but not defined herein shall have the meaning given to them in the Bond Ordinance

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Registration hereon shall have been signed by the Paying Agent.

It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of this State. It is further certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond and the issue of which it forms a part necessary to constitute the same legal, binding and valid obligations of the Issuer have existed, have happened and have been performed in due time, form and manner as required by law, and that the indebtedness of the Issuer, including this Bond and the issue of which it forms a part, does not exceed any limitation prescribed by the Constitution and statutes of the State of Louisiana, and that the Bonds shall not be invalid for any irregularity or defect in the proceedings for the issuance and sale thereof.

IN WITNESS WHEREOF, the Issuer, acting through its governing authority, the St. Mary Parish Council, State of Louisiana, has caused this Bond to be executed in its name by the facsimile signatures of the Parish President, the Chairman of the Council and the Clerk of the Council and the corporate seal of the Issuer to be imprinted hereon.

PARISH OF ST. MARY,
STATE OF LOUISIANA

Clerk of the Council

Chairman of the Council

Parish President

(SEAL)

* * * * *

(FORM OF PAYING AGENT'S CERTIFICATE OF REGISTRATION)

This Bond is one of the Bonds referred to in the within-mentioned Bond Ordinance.

as Paying Agent

Date of Registration: _____

By: _____

* * * * *

(FORM OF ASSIGNMENT)
ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers the within bond and all rights thereunder unto

Name: _____

Address: _____

_____,
who by its execution below hereby certifies to the Paying Agent/Registrar that (a) it is (i) an affiliate of the original owner of this Bond, (ii) a bank, insurance company or similar financial institution, each of which certifies that it is a "qualified institutional buyer" as defined in Rule 144A of the Securities Act of 1933, as amended ("Rule 144A"), or (iii) a special purpose entity, trust or custodial arrangement, the beneficial owners of which are restricted to "qualified institutional buyers" as defined in Rule 144A, and (b) it consents to the terms of the Purchaser Letter executed by the original owner of this Bond.

Dated: _____

By: _____

Its: _____

* * * * *

**EXHIBIT E
TO BOND ORDINANCE**

NOTICE OF DEFEASANCE AND CALL FOR REDEMPTION

**SALES TAX BONDS (SOLID WASTE), SERIES 2010
(MATURING MARCH 1, 2021 TO 2028, INCLUSIVE)
OF
THE PARISH OF ST. MARY,
STATE OF LOUISIANA**

NOTICE IS HEREBY GIVEN, pursuant to an ordinance adopted on May 11, 2016, by the Parish Council of the Parish of St. Mary, State of Louisiana, acting as the governing authority of the Parish of St. Mary, State of Louisiana (the "Issuer"), that there has been deposited with **WHITNEY BANK**, Baton Rouge, Louisiana (the "Escrow Agent"), as Escrow Agent under a Defeasance and Escrow Deposit Agreement dated as of June 1, 2016 (the "Escrow Deposit Agreement"), between the Escrow Agent and the Issuer, moneys which have been invested in direct, non-callable obligations of the United States of America, in an amount sufficient to assure the availability of sufficient moneys to pay the principal of and interest on \$6,150,000 of the Issuer's outstanding Sales Tax Bonds (Solid Waste), Series 2010, consisting of all of the bonds of said issue which mature March 1, 2021 to March 1, 2028, inclusive (the "Refunded Bonds"), as hereinafter further described.

In accordance with the provisions of Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, the Refunded Bonds are defeased and deemed to be paid, and will no longer be secured by or entitled to the benefits of the resolution of the Issuer providing for their issuance.

NOTICE IS HEREBY FURTHER GIVEN that the Refunded Bonds are called for redemption on March 1, 2020, at the principal amount thereof and accrued interest to the call date, upon presentation and surrender of said bonds at the corporate trust office of Whitney Bank, the Paying Agent therefor, in Baton Rouge, Louisiana. The Refunded Bonds to be redeemed on March 1, 2020 are listed below, and include all of the bonds of the maturities listed:

DATE (March 1)	PRINCIPAL PAYMENT	INTEREST RATE	CUSIP NUMBERS
2021	\$ 370,000	4.250%	79242R AK8
2022	385,000	4.500	79242R AL6
2023	405,000	4.600	79242R AM4
2024	425,000	4.750	79242R AN2
2025	1,055,000	5.000	79242R AP7
2028	<u>3,510,000</u>	5.000	79242P AQ5
	<u>\$6,150,000</u>		

No further interest will accrue and be payable on said bonds from and after March 1, 2020. The Refunded Bonds should not be surrendered for payment until March 1, 2020, and at that time should be surrendered at Whitney Bank, as follows:

By Hand, Express Mail
or Courier Service

Whitney Bank
Attn: Beth Zeigler
2600 Citi Place Dr., Suite 200
Baton Rouge, Louisiana 70808

By Mail

Whitney Bank
Attn: Beth Zeigler
2600 Citi Place Dr., Suite 200
Baton Rouge, Louisiana 70808

The CUSIP NUMBERS listed above are provided for the convenience of the bondowners. The Issuer does not certify as to their correctness.

Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Jobs and Growth Tax Relief Reconciliation Act of 2003, unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee.

THE PARISH OF ST. MARY, STATE OF
LOUISIANA

By: _____
Council Clerk

Date: May 11, 2016

Mr. Naquin moved that the following ordinance be adopted. Mr. Fryou seconded the motion, which carried by the following 11-0-0-0 Roll Call vote:

YEAS: Messrs. Ina, Rogers, Hidalgo, Singleton, Beadle, Bennett, Fryou, Naquin, Bierhorst, Voisin and Rev. Mathews

NAYS: None

ABSTAIN: None

ABSENT: None

ORDINANCE NO. 2039

An Ordinance in compliance with Ordinance No. 1973, Chapter 5 Procedures, Division 5.4 General Procedures for Public Hearing, Section 5.4.2 Rezoning (Zoning Map Amendments).

WHEREAS, on March 12th, 2014, the St. Mary Parish Council adopted Ordinance No. 1973 – St. Mary Parish Unified Development Code, and

WHEREAS, Chapter 5 Procedures, Division 5.4 General Procedures for Public Hearing, Section 5.4.2 Rezoning (Zoning Map Amendments) provides a process for the official zoning district map to be amended, and

THEREFORE, BE IT ORDAINED by the Parish Council of the Parish of St. Mary, State of Louisiana, acting as the governing authority of the Parish of St. Mary, State of Louisiana:

SECTION I - That certain tract of land described in Exhibit “A” is hereby rezoned from the current zoning of Single Family (SR) Residential Zoned District to General Commercial (GC) Zoned District.

This ordinance shall become effective and be in full force upon publication in the official journal of the Parish.

This ordinance having been offered and read on this the 9th day of March 2016; having been published in accordance with law; and having been heard in a public hearing at Franklin, Louisiana on the 13th day of April 2016; was adopted.

APPROVED:

**KEVIN VOISIN, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

This ordinance was submitted to the President of St. Mary Parish on this the 15th day of April 2016, at the hour of 9:05 a.m.

APPROVED:

**DAVID HANAGRIFF, PRESIDENT
ST. MARY PARISH**

This ordinance was returned to the Clerk of the Council on this the 15th day of April 2016, at the hour of 10:15 a.m.

EXHIBIT "A"

**Name: CC's Seafood & Grill, LLC (Chandra Chauvin)
Address: 15830 Hwy. 182, Franklin, LA**

**Parcel Id# Sec.13 T14S R9E;
2174801014.00- Lot BD Old U S 90 - Falzon - New U S 90 - Markerson per Plat 16W
147937 In Sec. 13 T14S R9E Acq. 140 297708 Improvements.**

PURPOSE: this structure was built and operated as a restaurant for many years-has been closed down for over six (6) months thus losing the grandfather clause

Rezone from Single Family (SR) Residential Zoned District to General Commercial (GC) Zoned District

Mr. Naquin moved that the following ordinance be adopted. Mr. Fryou seconded the motion, which carried by the following 11-0-0-0 Roll Call vote:

YEAS: Messrs. Ina, Rogers, Hidalgo, Singleton, Beadle, Bennett, Fryou, Naquin, Bierhorst, Voisin and Rev. Mathews

NAYS: None

ABSTAIN: None

ABSENT: None

ORDINANCE NO. 2040

An Ordinance in compliance with Ordinance No. 1973, Chapter 5 Procedures, Division 5.4 General Procedures for Public Hearing, Section 5.4.2 Rezoning (Zoning Map Amendments).

WHEREAS, on March 12th, 2014, the St. Mary Parish Council adopted Ordinance No. 1973 – St. Mary Parish Unified Development Code, and

WHEREAS, Chapter 5 Procedures, Division 5.4 General Procedures for Public Hearing, Section 5.4.2 Rezoning (Zoning Map Amendments) provides a process for the official zoning district map to be amended, and

THEREFORE, BE IT ORDAINED by the Parish Council of the Parish of St. Mary, State of Louisiana, acting as the governing authority of the Parish of St. Mary, State of Louisiana:

SECTION I - That certain tract of land described in Exhibit “A” is hereby rezoned from the current zoning of Light Industrial (LI) Zoned District to Single Family (SR) Residential Zoned District.

This ordinance shall become effective and be in full force upon publication in the official journal of the Parish.

This ordinance having been offered and read on this the 9th day of March 2016; having been published in accordance with law; and having been heard in a public hearing at Franklin, Louisiana on the 13th day of April 2016; was adopted.

APPROVED:

**KEVIN VOISIN, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

This ordinance was submitted to the President of St. Mary Parish on this the 15th day of April 2016, at the hour of 9:05 a.m.

APPROVED:

**DAVID HANAGRIFF, PRESIDENT
ST. MARY PARISH**

This ordinance was returned to the Clerk of the Council on this the 15th day of April 2016, at the hour of 10:15 a.m.

EXHIBIT “A”

**Name: Dianne Luke Nugent, June Luke, Charlotte Luke Hay, David Luke, Gary Luke, Grant Luke, Joel Luke, John Luke, Jr., Elaine Luke Young, Leila Luke Deslatte, Melinda Luke Yoshida, Charles Luke & Laura Luke Zuniga
Address: 1668 Iberia St., Franklin, LA**

**Parcel Id# Sec. 2 T14S R9E;
2204701194.00- LOT TRACT D-E-F-G-H-D PER PLAT 40M 258487 ACQ 24M 192689.**

PURPOSE: this area was re-zoned to match the existing zoning surrounding it

Rezone from Light Industrial (LI) Zoned District to Single Family (SR) Residential Zoned District.

Mr. Naquin moved that the following ordinance be adopted. Mr. Fryou seconded the motion, which carried by the following 11-0-0-0 Roll Call vote:

YEAS: Messrs. Ina, Rogers, Hidalgo, Singleton, Beadle, Bennett, Fryou, Naquin, Bierhorst, Voisin and Rev. Mathews

NAYS: None

ABSTAIN: None

ABSENT: None

ORDINANCE NO. 2041

An Ordinance in compliance with Ordinance No. 1973, Chapter 5 Procedures, Division 5.4 General Procedures for Public Hearing, Section 5.4.2 Rezoning (Zoning Map Amendments).

WHEREAS, on March 12th, 2014, the St. Mary Parish Council adopted Ordinance No. 1973 – St. Mary Parish Unified Development Code, and

WHEREAS, Chapter 5 Procedures, Division 5.4 General Procedures for Public Hearing, Section 5.4.2 Rezoning (Zoning Map Amendments) provides a process for the official zoning district map to be amended, and

THEREFORE, BE IT ORDAINED by the Parish Council of the Parish of St. Mary, State of Louisiana, acting as the governing authority of the Parish of St. Mary, State of Louisiana:

SECTION I - That certain tract of land described in Exhibit “A” is hereby rezoned from the current zoning of Light Industrial (LI) Zoned District to Single Family (SR) Residential Zoned District.

This ordinance shall become effective and be in full force upon publication in the official journal of the Parish.

This ordinance having been offered and read on this the 9th day of March 2016; having been published in accordance with law; and having been heard in a public hearing at Franklin, Louisiana on the 13th day of April 2016; was adopted.

APPROVED:

**KEVIN VOISIN, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

This ordinance was submitted to the President of St. Mary Parish on this the 15th day of April 2016, at the hour of 9:05 a.m.

APPROVED:

**DAVID HANAGRIFF, PRESIDENT
ST. MARY PARISH**

This ordinance was returned to the Clerk of the Council on this the 15th day of April 2016, at the hour of 10:15 a.m.

EXHIBIT "A"

Name: Frank Thomas Luke

Address: 1608, 1630, 1664 & 1680 Iberia St., Franklin, LA

Parcel Id# Sec 2 T14S R9E;

-2204701184.00-Lot por 0.577 AC Tract AA-BB-CC-DD-AA Earl Luke Et Al Part. Tracts shaded green per Plat 24M 192689 situated in Sec. 2 T14S R9E Acq.41Z 264237,

-2240701185.00- Lot por 0.577 AC Tract AA-BB-CC-DD-AA Earl Luke Et Al Part. Tracts shaded green per Plat 24M 192689 situated in Sec. 3 T14S R9E Acq.41Z 264237,

-2204701189.00-0.786 AC Tract R-S-T-U-V-R Earl Luke Et Al Part. Tracts shaded in green per Plat 24M 192689 Acq. 41Z 264267,

-2204701190.00-1.672 AC being that por of 6.369 AC Tract E-MM-LL-KK-Z-Y-X-U-T-S-R-O-N-M-K-J-G-F-E Luke Part. Tracts shaded in green per Plat 24M 192689 situated in Sec. 2 T14S R9E Acq. 43V 272358,

-2204701191.00-4.697 AC being that por of 6.369 AC Tract E-MM-LL-KK-Z-Y-X-U-T-S-R-O-N-M-K-J-G-F-E Luke Part. Tracts shaded in green per Plat 24M 192689 situated in Sec. 3 T14S R9E Acq. 43V 272358,

-2204701193.00-0.340 AC Tract J-K-L-Q-J Luke Part. Tracts shaded in green per Plat 24M 192689 Acq. 43V 272358 &

-2204701195.00-0.208 AC being that por of 0.407 AC Tract C-D-H-I-C Luke Part. Tracts shaded in green per Plat 24M 192689 situated in Sec. 2 T14S R9E Acq. 43V 272358.

Purpose: this area was re-zoned to match the existing zoning surrounding it

Rezone from Light Industrial (LI) Zoned District to Single Family (SR) Residential Zoned District.

Mr. Naquin moved that the following ordinance be adopted. Mr. Fryou seconded the motion, which carried by the following 11-0-0-0 Roll Call vote:

YEAS: Messrs. Ina, Rogers, Hidalgo, Singleton, Beadle, Bennett, Fryou, Naquin, Bierhorst
Voisin and Rev. Mathews

NAYS: None

ABSTAIN: None

ABSENT: None

ORDINANCE NO. 2042

An Ordinance in compliance with Ordinance No. 1973, Chapter 5 Procedures, Division 5.4 General Procedures for Public Hearing, Section 5.4.2 Rezoning (Zoning Map Amendments).

WHEREAS, on March 12th, 2014, the St. Mary Parish Council adopted Ordinance No. 1973 – St. Mary Parish Unified Development Code, and

WHEREAS, Chapter 5 Procedures, Division 5.4 General Procedures for Public Hearing, Section 5.4.2 Rezoning (Zoning Map Amendments) provides a process for the official zoning district map to be amended, and

THEREFORE, BE IT ORDAINED by the Parish Council of the Parish of St. Mary, State of Louisiana, acting as the governing authority of the Parish of St. Mary, State of Louisiana:

SECTION I - That certain tract of land described in Exhibit “A” is hereby rezoned from the current zoning of Light Industrial (LI) Zoned District to Single Family (SR) Residential Zoned District.

This ordinance shall become effective and be in full force upon publication in the official journal of the Parish.

This ordinance having been offered and read on this the 9th day of March 2016; having been published in accordance with law; and having been heard in a public hearing at Franklin, Louisiana on the 13th day of April 2016; was adopted.

APPROVED:

**KEVIN VOISIN, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

This ordinance was submitted to the President of St. Mary Parish on this the 15th day of April 2016, at the hour of 9:05 a.m.

APPROVED:

**DAVID HANAGRIFF, PRESIDENT
ST. MARY PARISH**

This ordinance was returned to the Clerk of the Council on this the 15th day of April 2016, at the hour of 10:15 a.m.

Name: Grant Luke
Address: 1650 Iberia St., Franklin, LA

Parcel Id# Sec. 2 T14S R9E;
-# 2204701192.00- Lot 13-D Diane Luke Nugent ET AL Part per DWG #6356-1 per Plat
27H 206574.

Purpose: this area was re-zoned to match the existing zoning surrounding it

Rezone from Light Industrial (LI) Zoned District to Single Family (SR) Residential Zoned District.

Mr. Naquin moved that the following ordinance be adopted. Mr. Fryou seconded the motion, which carried by the following 11-0-0-0 Roll Call vote:

YEAS: Messrs. Ina, Rogers, Hidalgo, Singleton, Beadle, Bennett, Fryou, Naquin, Bierhorst
Voisin and Rev. Mathews

NAYS: None

ABSTAIN: None

ABSENT: None

ORDINANCE NO. 2043

An Ordinance in compliance with Ordinance No. 1973, Chapter 5
Procedures, Division 5.4 General Procedures for Public Hearing,
Section 5.4.2 Rezoning (Zoning Map Amendments).

WHEREAS, on March 12th, 2014, the St. Mary Parish Council adopted Ordinance No. 1973 – St. Mary Parish Unified Development Code, and

WHEREAS, Chapter 5 Procedures, Division 5.4 General Procedures for Public Hearing, Section 5.4.2 Rezoning (Zoning Map Amendments) provides a process for the official zoning district map to be amended, and

THEREFORE, BE IT ORDAINED by the Parish Council of the Parish of St. Mary, State of Louisiana, acting as the governing authority of the Parish of St. Mary, State of Louisiana:

SECTION I - That certain tract of land described in Exhibit "A" is hereby rezoned from the current zoning of Single Family (SR) Residential Zoned District to Existing Neighborhood (EN2) Zoned District.

This ordinance shall become effective and be in full force upon publication in the official journal of the Parish.

This ordinance having been offered and read on this the 9th day of March 2016; having been published in accordance with law; and having been heard in a public hearing at Franklin, Louisiana on the 13th day of April 2016; was adopted.

APPROVED:

**KEVIN VOISIN, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

This ordinance was submitted to the President of St. Mary Parish on this the 15th day of April 2016, at the hour of 9:05 a.m.

APPROVED:

**DAVID HANAGRIFF, PRESIDENT
ST. MARY PARISH**

This ordinance was returned to the Clerk of the Council on this the 15th day of April 2016, at the hour of 10:15 a.m.

EXHIBIT "A"

**Name: Hollie Robichaux Blanchard representing Gary Robichaux
Address: 135 Oak Dr., Centerville, LA**

**Parcel Id# Sec. 3 T15S R10E;
-#2474561081.00- Lot being that Por Tract "ABCDA" per Plat 37S 247966 situated in Sec.
37 T15S R10E Acq. 37S 247966
-#2474561082.00- Lot being that Por Tract "ABCDA" per Plat 37S 247966 situated in Sec.
8 T15S R10E Acq. 37S 247966.**

Purpose: to place a manufactured home

**Rezone from Single Family Residential (SR) Zoned District to Existing Neighborhood
(EN2) Zoned District**

Mr. Bierhorst moved that the following resolutions be adopted. Mr. Singleton seconded the motion, which carried by the following 11-0-0-0 Roll Call vote:

YEAS: Messrs. Rogers, Hidalgo, Singleton, Beadle, Bennett, Fryou, Naquin, Bierhorst, Voisin, Rev. Mathews and Mr. Ina

NAYS: None

ABSTAIN: None

ABSENT: None

PROCLAMATION

WHEREAS, the 48th Anniversary of the National Fair Housing Law, Title VIII of the Civil Rights Act of 1968, during the month of April, is an occasion for all Americans – individually and collectively - to rededicate themselves to the principle of freedom from housing discrimination whenever it exists; and

WHEREAS, this law guarantees for each citizen that critical, personal element of freely choosing a home; and

WHEREAS, a fair housing law has been passed by the State of Louisiana; and implementation of that law requires the positive commitment, involvement and support of all our citizens; and

WHEREAS, the department and agencies of the State of Louisiana are to provide leadership in the effort to make fair housing not just an idea, but an ideal for all our citizens; and

WHEREAS, barriers that diminish the rights and limit the options of any citizen will ultimately diminish the rights and limit the options of all.

NOW, THEREFORE BE IT RESOLVED, that the St. Mary Parish Council, hereby proclaim the month of April 2016, as:

FAIR HOUSING MONTH

in St. Mary Parish, Louisiana and do hereby encourage all citizens to abide by the letter and spirit of the Fair Housing Law, and ask the citizens of St. Mary Parish to join in reaffirming the obligation and commitment to fair housing opportunities for all.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 13th day of April 2016.

APPROVED:

**KEVIN VOISIN, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

PROCLAMATION

WHEREAS, Autism Spectrum Disorder (ASD) is a lifelong developmental disability, resulting in significant impairment of an individual's ability to learn, develop healthy interactive behaviors, and understand verbal, nonverbal, and reciprocal communication; and,

WHEREAS, ASD is the third most common developmental disability, affecting 1,500,000 individuals nationwide, and 10,388 children in this state; and,

WHEREAS, persons with an Autism Spectrum Disorder can succeed and reach their highest potential with effective community-based supports; accurate, early diagnosis, and the resulting appropriate education and intervention are vital to the future growth and development of the individual; and,

WHEREAS, Support groups, such as Autism Society Bayou, have dedicated years of service in their ongoing efforts to advocate for the rights, humane treatment, and appropriate education of all persons with ASD; and,

WHEREAS, These groups remain committed to individuals with ASD and to educating families, professionals, and the general public to better understand ASD; and,

WHEREAS, autism spectrum disorder is a complex disability that requires and greater recognition and understanding to ensure that individuals with ASD living in Morgan City are afforded a self-determined life full of dignity, respect and fulfillment:

NOW, THEREFORE BE IT RESOLVED, that the St. Mary Parish Council, hereby proclaim the month of April 2016 as:

NATIONAL AUTISM AWARENESS MONTH

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 13th day of April 2016.

APPROVED:

**KEVIN VOISIN, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

Mr. Singleton moved that the following resolution be adopted. Mr. Rogers seconded the motion, which carried by the following 10-0-1-0 Roll Call vote:

YEAS: Messrs. Singleton, Beadle, Bennett, Fryou, Naquin, Bierhorst, Voisin,
Rev. Mathews, Messrs. Ina and Rogers

NAYS: None

ABSTAIN: Mr. Hidalgo

ABSENT: None

RESOLUTION OF ACCEPTANCE

A resolution authorizing and directing the President to execute for and on behalf of the Parish of St. Mary, a Certificate of Substantial Completion from Acadiane' Renovations, Ltd. relative to Recreational and Infrastructure Improvements Project at Centerville Park.

WHEREAS, Acadiane' Renovations, Ltd., 15223 Hwy. 182 W, Franklin, LA 70538, has substantially completed Recreational and Infrastructure Improvements Project at Centerville Park.

NOW THEREFORE, BE IT RESOLVED by the Parish of St. Mary that the President be and he is hereby empowered, authorized and directed to execute a Certificate of Substantial Completion for and on behalf of the Parish of St. Mary accepting Recreational and Infrastructure Improvements Project at Centerville Park.

BE IT FURTHER RESOLVED, that he be authorized and directed to have a copy of said Certificate of Substantial Completion recorded in the mortgage records of St. Mary Parish, Louisiana.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 13th day of April, 2016.

APPROVED:

**KEVIN VOISIN, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

In regard to a resolution authorizing David Hanagriff, the President of St. Mary Parish to execute a two (2) year contract with Cajun Mosquito Control, LLC of New Iberia, La. relative to mosquito control services for the Parish of St. Mary, Glen Stokes, President, Mosquito Control Contractors, Inc. appeared before the Council to express his dissatisfaction concerning the procedures that were utilized to execute a contract with Cajun Mosquito Control, LLC.

Mr. Stokes stated that approximately 2 years prior, a contract was signed with Mosquito Control Contractors, Inc. for a period of 2 years ending March 2016 with several 1-year extensions.

Mr. Stokes stated that with less than 30 days prior to the end of the contract he was telephoned by Mr. LaGrange and was informed that Request for Proposals would be received by the Parish.

Mr. Stokes stated that the contract automatically rolled over unless either party disagreed with the contract within 60 days.

Mr. Stokes further stated that he was informed by the Administration that if he did not submit a proposal he would be omitted from the RFP's and the contract would be cancelled. (Mr. Stokes stated that he submitted a Request for Proposal for Mosquito Control services under protest.)

Mr. Stokes stated that 1 week prior to the Proposals being opened, he stated that he was informed that the proposals would be opened at this Regular Meeting. (In addition 1 week prior, he was asked to submit a re-proposal for the contract.)

Mr. Stokes stated that he resubmitted the same proposal as the original proposal (again under protest).

Mr. Stokes stated that at this time he is still unaware of what proposals were received by the Parish.

Mr. Stokes stated that the procedure that the Administration used is flawed and corruptible.

Mr. Stokes stated that he contacted Mr. LaGrange and Mr. Punch, Purchasing Agent for information to no avail.

Mr. Stokes stated that his attorney also contacted Mr. Duplantis, the Parish's Legal Advisor which stated that he did not have any information regarding the matter.

Rev. Mathews questioned whether the process for RFP's is the same as in previous years for awarding a contract.

Mr. Hanagriff stated that previously it was a bid request. (Presently the process is a Request for Proposals.)

In response to an inquiry by Rev. Mathews in regards to the number of times that Mr. Stokes has bided and awarded a contract, Mr. Stokes stated that he was awarded a contract at least five (5) times.

Mr. LaGrange explained that approximately 2 ½ years prior to this date, the Administration let out bids for Mosquito Control Services.

Mr. LaGrange stated that the bid specifications stated that it would be a 2 year contract with a 2 year option period with a provision that either party could notify the other 60-90 days prior to the year end of the contract not to exercise the option period.

Mr. LaGrange stated that upon execution of the contract by the Parish President and Mr. Stokes that provision was left out of the original contract filed in the Clerk of Court's office.

Mr. LaGrange stated that Mr. Stokes brought to his attention the matter of the provision being left out of the contract and the Legal Advisor was contacted to review the contract.

Mr. LaGrange stated that Mr. Duplantis' opinion is that the contract rules over any other matter concerning the contract, therefore; the Administration moved forward with the RFP's.

Mr. LaGrange further stated that the Administration advertised for proposals and received two (2) proposals.

The proposals that were submitted by the two (2) companies were evaluated and asked that the companies submit their final and best price for mosquito services.

Mr. LaGrange stated that after receiving the proposals a second time, they were evaluated and scored (by a score sheet) with points and various categories.

Mr. LaGrange explained that some points were based on three (3) areas of pricing for mosquito control services (1) Adult Spraying, (2) Larviciding (3) Surveillance.

Mr. LaGrange stated that when the final and best offer was received, the scoring was complete and Cajun Mosquito Control scored 96.54 points and Mosquito Control Contractors, Inc. scored 93.74 out of 100 points.

Mr. LaGrange stated that the Request for Proposals were evaluated and scored by himself, Camile Punch, Purchasing Agent and Jenny Darce, Administrative Assistant.

Mr. LaGrange informed that the Parish's policy is when proposals are received; they are not public record until a contract is awarded.

Mr. LaGrange stated that after the contract is awarded; everything concerning the proposals is available for public record and copies may be obtained from the Parish.

Mr. LaGrange stated that the recommendation is to award the two (2) year contract to Cajun Mosquito Control, LLC of New Iberia, LA.

Mr. Hanagriff stated that the dollar amounts did not change in reference to the two (2) proposals submitted by either company.

Mr. Stokes was informed that after tonight's awarding of the contract, all information regarding the proposals will be available for the public's review.

Following lengthy detailed discussion, Rev. Mathews called for the question and moved that the following resolutions be adopted. Mr. Naquin seconded the motion, which carried by the following 11-0-0-0 Roll Call vote:

YEAS: Messrs. Singleton, Beadle, Bennett, Fryou, Naquin, Bierhorst, Voisin, Rev. Mathews, Messrs. Ina, Rogers and Hidalgo

NAYS: None

ABSTAIN: None

ABSENT: None

RESOLUTION

A resolution authorizing David Hanagriff, the President of the Parish of St. Mary to execute a Federally Funded Agreement between the Governor's Office of Homeland Security and Emergency Preparedness and St. Mary Parish relative to Pump Station 2 & 2A Drainage Project – HMGP #1786-101-0005.

BE IT RESOLVED, that David Hanagriff, President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Parish Council, to execute a Federally Funded Agreement between the Governor's Office of Homeland Security and Emergency Preparedness and St. Mary Parish relative to Pump Station 2 & 2A Drainage Project – HMGP #1786-101-0005, with said Agreement to contain such terms, conditions and stipulations as he may best see fit, he being fully authorized in the premises.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 13th day of April 2016.

APPROVED:

**KEVIN VOISIN, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

RESOLUTION

A resolution authorizing David Hanagriff, the President of St. Mary Parish to execute Amendment No. 1 to the Agreement with South Central Louisiana Human Services Authority relative to Claire House.

BE IT RESOLVED, that David Hanagriff, President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Parish Council, to execute Amendment No. 1 to the Agreement with South Central Louisiana Human Services Authority relative to Claire House, with said amendment to contain such terms, conditions and stipulations as he may best see fit, he being fully authorized in the premises.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 13th day of April 2016.

APPROVED:

**KEVIN VOISIN, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

RESOLUTION

A Resolution authorizing the President of St. Mary Parish to execute a Third Party Custodian Agreement between St. Mary Parish Council (“Local Government”), Capital One, National Association (“Bank”) and The Bank of New York Mellon (“Custodian”) relative to collateral pledged as security.

BE IT RESOLVED, that the President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Parish Council, to execute a Third Party Custodian Agreement between St. Mary Parish Council (“Local Government”), Capital One, National Association (“Bank”) and The Bank of New York Mellon (“Custodian”) relative to collateral pledged as security, with said Agreement to contain such terms, conditions and stipulations as he may best see fit, he being fully authorized in the premises.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 13th day of April 2016.

APPROVED:

**KEVIN VOISIN, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

RESOLUTION

A resolution authorizing David Hanagriff, the President of St. Mary Parish to execute a two (2) year contract with Cajun Mosquito Control, LLC of New Iberia, La. relative to mosquito control services for the Parish of St. Mary.

BE IT RESOLVED, that David Hanagriff, President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Parish Council, to execute a two (2) year contract with Cajun Mosquito Control, LLC of New Iberia, La. relative to mosquito control services for the Parish of St. Mary with said Contract to contain such terms, conditions and stipulations as he may best see fit, he being fully authorized in the premises.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this 13th the day of April 2016.

APPROVED:

**KEVIN J. VOISIN, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

RESOLUTION

A resolution authorizing David Hanagriff, the President of St. Mary Parish to execute a contract with Byron E. Talbot Contractor, Inc. relative to Cross Drain Removal and Replacement, Duhon Blvd. at Lakeview Drive in Amelia, Louisiana.

BE IT RESOLVED, that David Hanagriff, President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Parish Council, to execute a contract with Byron E. Talbot Contractor, Inc., P. O. Box 5658, Thibodaux, Louisiana 70302, relative to Cross Drain Removal and Replacement, Duhon Blvd. at Lakeview Drive in Amelia, Louisiana, with said contract to contain such terms, conditions and stipulations as he may best fit, he being fully authorized in the premises.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 13th day of April 2016.

APPROVED:

**KEVIN VOISIN, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

OLD BUSINESS:

- A. Referred from the March 9, 2016 Regular Meeting – Appointment to the following Board and Commission:

Wards 5 and 8 Joint Sewer Commission – 1 Vacancy

Don Darbonne

Mr. Hidalgo requested that Item A be referred to the April 27, 2016 Regular Meeting.

- B. Referred from the March 23, 2016 Regular Meeting – Appointment to the following Board and Commission:

**Waterworks District No. 7 (Jeanerette, Four Corners, Sorrell and Glencoe area)
- 1 Vacancy**

Frank Mathews, Jr. – Present Member

Rev. Mathews moved that Frank Mathews, Jr. be reappointed to Waterworks District No. 7 Board of Commissioners. Mr. Ina seconded the motion, which carried.

NEW BUSINESS:

A. We received the following financial statements:

St. Mary Parish Housing Program – year ended September 30, 2015
Fire Protection District No. 2 – year ended September 30, 2015
Fire Protection District No. 7 – year ended September 30, 2015
St. Mary Parish Water & Sewer Commission No. 2 – year ended September 30, 2015 & 2014
Recreation District No. 1 – year ended September 30, 2015
Recreation District No. 2 – year ended September 30, 2015
Recreation District No. 3 – year ended September 30, 2015
Recreation District No. 5 – year ended September 30, 2015
Gravity Sub-Drainage District No. 1 of Gravity Drainage District No. 2– year ended September 30, 2015
St. Mary Parish Sewerage District No. 8 – year ended September 30, 2015
St. Mary Parish Tourist Commission – year ended September 30, 2015
St. Mary Parish Water & Sewer Commission No. 4 – year ended September 30, 2015
Gravity Drainage District No. 6 – year ended September 30, 2015
Wax Lake East Drainage District – year ended September 30, 2015

B. Guy C. Ellison, III, C.P.L., TerraQuest Resources, L.L.C. has written – Kitty Hawk Energy, L.L.C. is interested in acquiring an Oil, Gas and Mineral Lease from St. Mary Parish Council regarding the mineral interest owned in the following described lands:

TOWNSHIP 13 SOUTH-RANGE 9 EAST

All of the rights, titles and interest in roads owned by and not under mineral lease from the St. Mary Parish Council, situated in Section 37, Township 13 South, Range 9 East, St. Mary Parish, Louisiana within the following described boundaries:

Beginning at a point having coordinates of X=1,917,148 and Y=442,045; thence South 68 Degrees 23 Minutes 44 Seconds East 1,567.09 feet to a point having coordinates of X=1,918,605 and Y=441,468; t hence South 28 Degrees 03 Minutes 39 Seconds West 1,456.17 feet to a point having coordinates of X=1,917,920 and Y=440,183; thence North 61 Degrees 35 Minutes 14 Seconds West 1,525.79 feet to a point having coordinates of X=1,916,578 and Y=440,909; thence North 1,270.98 feet to the point of beginning, containing approximately **1.63 acres**, as shown on the attached plat. All bearings, distances and coordinates, if applicable, are based on Louisiana coordinate System of 1927, (North or South Zone).

(A Resolution will be required authorizing the advertising of this property.)

Mr. Naquin moved that the following resolution be adopted. Mr. Rogers seconded the motion, which carried by the following 11-0-0-0 Roll Call vote:

YEAS: Messrs. Beadle, Bennett, Fryou, Naquin, Bierhorst, Voisin Rev. Mathews, Messrs. Ina, Rogers, Hidalgo and Singleton

NAYS: None

ABSTAIN: None

ABSENT: None

RESOLUTION

A resolution authorizing the President to advertise and receive bids for Oil, Gas and Mineral Lease of property owned by the Parish of St. Mary, State of Louisiana.

BE IT RESOLVED, that David Hanagriff, President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Council to advertise and receive bids for Oil, Gas and Mineral Lease all of the rights, titles and interest in any highways, right-of-ways, roads, or other lands owned by and not under mineral lease from the St. Mary Parish Government, within the following described boundaries:

TOWNSHIP 13 SOUTH-RANGE 9 EAST

All of the rights, titles and interest in roads owned by and not under mineral lease from the St. Mary Parish Council, situated in Section 37, Township 13 South, Range 9 East, St. Mary Parish, Louisiana within the following described boundaries:

Beginning at a point having coordinates of X=1,917,148 and Y=442,045; thence South 68 Degrees 23 Minutes 44 Seconds East 1,567.09 feet to a point having coordinates of X=1,918,605 and Y=441,468; thence South 28 Degrees 03 Minutes 39 Seconds West 1,456.17 feet to a point having coordinates of X=1,917,920 and Y=440,183; thence North 61 Degrees 35 Minutes 14 Seconds West 1,525.79 feet to a point having coordinates of X=1,916,578 and Y=440,909; thence North 1,270.98 feet to the point of beginning, containing approximately 1.63 acres, as shown on the attached plat. All bearings, distances and coordinates, if applicable, are based on Louisiana coordinate System of 1927, (North or South Zone).

BE IT FURTHER RESOLVED, that the President of St. Mary Parish, David Hanagriff, is hereby authorized to award the bid in the best interest of the Parish and execute all necessary documents.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 13th day of April 2016.

APPROVED:

**KEVIN VOISIN, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

- C. Mr. Singleton to request an allocation of \$8,500 from Wards 5 & 8 3/10% Sales Tax Fund to the Patterson Volunteer Fire Department to help with the cost of First Responders Equipment and training.

Mr. Singleton moved that funds in the amount of \$8,500 be allocated from Wards 5 & 8 3/10% Sales Tax Fund to the Patterson Volunteer Fire Department to help with the cost of First Responders Equipment and training. Mr. Hidalgo seconded the motion, which carried.

D. Appointment to the following Boards and Commissions:

**Waterworks District No. 7 (Jeanerette, Four Corners, Sorrell and Glencoe area)
– 1 Vacancy**

No applications received.

Mrs. Morgan, Clerk stated that Wilfred Edwards, Sr. telephoned after the deadline and stated that he would like to be considered for reappointment to Waterworks District No. 7 Board of Commissioners.

Rev. Mathews moved that Wilfred Edwards, Sr. be reappointed to Waterworks District No. 7 Board of Commissioners. Mr. Rogers seconded the motion, which carried.

There being no further business, Mr. Fryou moved for adjournment. Mr. Singleton seconded the motion, which carried.

Lisa C. Morgan, Clerk

Kevin Voisin, Chairman