

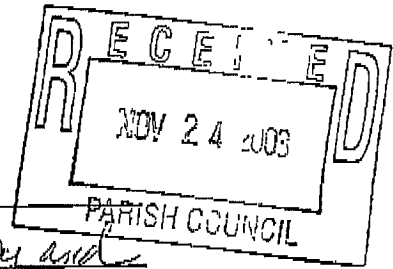
PETITION TO ADDRESS THE COUNCIL

OK per Lince

2003-0398

St. Charles Parish Council Chairman  
P. O. Box 302  
Hahnville, LA 70057  
(985) 783-5000

Today's Date: 11/24/03



Dear Chairman:

Please place my name to address the Council on:

DATE: December 1, 2003

SPECIFIC TOPIC: Loan and Pledge Agreement by and  
**one subject only**  
(\*see specific guidelines on reverse and refer to Parish Charter- Article VII., Sec. 1.)  
between the Louisiana Department of Environmental Quality and the Parish of St. Charles, Ordinance No. 98-7-1

DOCUMENTS, IF ANY: YES NO

NAME: Green Dufrene

ADDRESS: 3557 Hwy. 306  
Bayou La Batre, LA 70030

PHONE: (985) 758-7510

SIGNATURE: Green Dufrene

Dear Constituent:

Thank you for your active participation. Your views and comments will be considered by the Council in making our decisions. The Council has a considerable amount of business to conduct in a limited amount of time, therefore, please note the following items that are expected of you:

- The Home Rule Charter provides for citizens to address the Council. It makes no provision for initiating debate, discussion, or question and answer sessions with Councilmembers or Administration Officials. Your right is also guaranteed to examine public documents as you prepare your presentation. Should you have any questions for Councilmembers and/or Department Heads as you prepare, please forward such inquiries to the Council Office to insure a timely response. Should you wish to speak to any Official or Department personally, a complete list of contact information will be furnished at your request.
- Please be brief and limit your comments to the specific subject matter on which you have requested to address the Council.
- Please forward supporting documents to the Council Secretary for distribution to the Parish Council before your scheduled appearance in order for the Council to prepare themselves, if necessary.
- Upon completion of your allotted time to address the Council, please respect the time given to Councilmembers to respond to your comments by not interrupting or interjecting remarks.
- **Slanderous remarks and comments will not be tolerated.** If slanderous remarks or comments are made, your opportunity to address the Council will end, regardless of the remaining time left to address the Council.
- Repetitious comments and subject matter will be strictly limited.

A confirmation letter will follow when your name is placed on the agenda.

Sincerely,  
*Lance Marino*  
LANCE MARINO  
COUNCIL CHAIRMAN

(OVER)

SUMMARY NO. 4561

INTRODUCED BY: Chris A. Tregre, Parish President

ORDINANCE NO. 98- 7-1

An ordinance approving the Loan and Pledge Agreement by and between the Louisiana Department of Environmental Quality and the Parish of St. Charles, State of Louisiana, relative to the issuance and sale of Twenty-Four Million Dollars (\$24,000,000) of General Obligation Sewer Bonds, Series 1998, of the Parish of St. Charles, State of Louisiana.

WHEREAS, by Ordinance No. 98-6-8, this Council accepted an offer of the Louisiana State Department of Environmental Quality ("DEQ") to purchase \$24,000,000 of General Obligation Sewer Bonds, Series 1998, of the Parish, and

WHEREAS, Ordinance No. 98-6-8 sets forth the obligation of the Parish with respect to the payment of the Bonds and authorized the execution of an appropriate Loan and Pledge Agreement; and

WHEREAS, the form of Loan and Pledge Agreement is now available and it is appropriate to authorize the execution of the precise agreement to be entered into by and between DEQ and the Parish of St. Charles,

NOW, THEREFORE, BE IT ORDAINED by the St. Charles Parish Council (the "Council"), acting as the governing authority of the Parish of St. Charles, State of Louisiana, that

SECTION 1. The form of Loan and Pledge Agreement dated as of July 1, 1998, between the Louisiana Department of Environmental Quality and the Parish of St. Charles, State of Louisiana, is hereby confirmed and approved by this Council. The Loan and Pledge Agreement shall be in substantially the form attached hereto as Exhibit "A."

SECTION 2. The Parish President and Council Secretary are hereby authorized to execute said agreement for and on behalf of the Parish and the Parish government.

SECTION 3. This Ordinance shall become effective immediately.

The foregoing Ordinance having been submitted to a vote, the vote thereon was as follows.

YEAS: RAMCHANDRAN, ALEXANDER, CHAMPAGNE, PHILLIPS, AUTHEMENT, JOHNSON, DUHE, SIRMON

NAYS: NONE

ABSENT: MINNICH

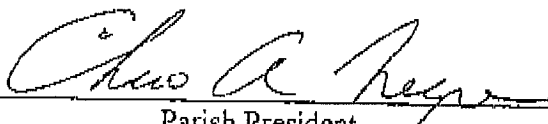
And the Ordinance was declared adopted on this, the 6th day of July, 1998.

  
Secretary

  
Chairman

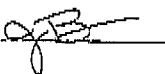
DELIVERED TO PARISH PRESIDENT:  
APPROVED:   
DISAPPROVED:

July 7, 1998  
\_\_\_\_\_  
\_\_\_\_\_

  
Parish President

RETURNED TO SECRETARY ON  
AT 2:35 A M / P M

7-7-98  
\_\_\_\_\_

RECEIVED BY 

STATE OF LOUISIANA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
MUNICIPAL FACILITIES REVOLVING LOAN FUND

LOAN AND PLEDGE AGREEMENT

BETWEEN

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY

AND

PARISH OF ST. CHARLES,  
STATE OF LOUISIANA

DEQ LOAN NO. CS-221139-02

Dated as of July 1, 1998

\$24,000,000

PARISH OF ST. CHARLES,  
STATE OF LOUISIANA  
GENERAL OBLIGATION SEWER BONDS, SERIES 1998

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- (k) The Borrower will promptly reimburse the Department for the portion of the Loan which is determined by the Department to be a Cost of the Project which is not eligible for funding from the State Revolving Fund, which reimbursement will be made in any event on or before the 180th day subsequent to the Completion Date. Such reimbursement shall be promptly paid to the Department upon written request of the Department with interest on the amount reimbursed at the rate borne by the Borrower Bonds from the later of the date of the disbursement from which any such non-eligible item was paid or the last Interest Payment Date on which the Borrower paid interest with respect to said amounts.
- (l) The Borrower agrees not to advertise the Project for construction bids until Plans and Specifications have been approved by the Department and any other agency of the State from whom review and/or approval is required.
- (m) The Borrower will establish a User Charge System to assure that each recipient of wastewater treatment services from the System will pay such recipient's proportionate share of the costs of operation and maintenance, including any necessary replacement of portions of the System (however, it is recognized that such costs may actually be paid from other lawfully available sources, such as sales tax and ad valorem tax revenues and receipts), and the Borrower also agrees that such User Charge System will be maintained. Further, the Borrower agrees to proceed to establish an enforceable Sewer Use Ordinance to (i) prohibit future connections to separate sanitary sewers in areas served by the System; (ii) insure that new sewers and sewer connections are properly designed and constructed; and (iii) require pre-treatment of industrial waste which would be detrimental to the treatment works of the System in its proper and efficient operation and maintenance or will otherwise prevent the entry of such waste into the treatment works of the System.
- (n) Within six (6) months after the Loan Closing, the Borrower will initiate the construction of the Project.
- (o) As a condition of the Loan, the Borrower will demonstrate to the satisfaction of the Department by a certificate of the Engineer, in substantially the form attached hereto as Exhibit F, before issuing an initial work order for construction, that the Borrower has or will have an ownership or such other real interest in the site of the Project, including necessary easements and rights-of-way, as the Department finds sufficient to assure undisturbed use and possession for the purpose of construction and operation of the Project for the estimated life of the Project. The Borrower agrees to provide the Department with a Site Certificate in substantially the form attached hereto as Exhibit I prior to disbursement by the Department of any loan proceeds for construction.
- (p) In the event that archeological artifacts or historical resources are unearthed during construction excavation of the Project, the Borrower shall stop or cause to be stopped construction activities and will notify the Department and the EPA of such unearthings.
- (q) The Borrower will immediately halt construction of the Project and notify the Department and EPA if any endangered species are encountered during construction so that mitigating measure can be taken in accordance with the Endangered Species Act of 1973, as amended.

**Section 4.2. Full Faith and Credit Pledge.** The Borrower Bonds shall constitute general obligations of the Borrower, and the full faith and credit of the Borrower is pledged to the punctual payment of the Borrower Bonds in accordance with the authority of Article VI, Section 33(B) of the Louisiana Constitution of 1974, as amended, and the Borrower obligates itself and shall levy and cause to be collected on all taxable property in the jurisdiction of the Borrower, the Tax in an amount sufficient to pay the principal of, interest on the Borrower Bond as well as all amounts due thereunder, as the same fall due.

**Section 4.3. Annual Review of User Fees.** At least annually the Borrower shall review the adequacy of its User Fee- to satisfy the requirements of Section 11.5 for the next succeeding Fiscal Year. If required by the Department, the Borrower shall prepare a report of such review stating the Borrower's opinion regarding the adequacy or inadequacy of the existing User Fees to satisfy the requirements of Section 11.5 and what action the Borrower will take to satisfy such requirements, if any. A copy of each such report shall be promptly furnished to the Department upon written request therefor. If such review indicates that the User Fees are, or are likely to be, insufficient to meet the requirements of Section 11.5 for the next succeeding Fiscal Year, or if it otherwise appears at any time during such Fiscal Year that User Fees are or are likely to be insufficient to meet such requirements, the Borrower shall promptly take such steps as are necessary to cure or avoid the deficiency.

**Section 4.4. Sewer Charges and Connections.** Acting in the exercise of its police powers, the Borrower shall take all action necessary to require every owner, tenant or occupant of each lot or parcel of land within the geographical boundaries of the Borrower which abuts upon a street or other public way containing a sewer line and upon which lots or parcels of a building shall have been constructed for residential, commercial or industrial use, to connect said building with the System and to cease to use any other method for the disposal of sewerage wastewater or other polluting matter which can be handled by the System. All such connections shall be made in accordance with the rules and regulations to be adopted from time to time by the Borrower, which rules and regulations may provide for an inspection charge to assure the proper making of such connection.

In addition to all other rights and remedies available to be used for the enforcement of sewerage charges and for the compelling of the making of sewerage connections as aforesaid, the Borrower covenants that it shall exercise and enforce promptly and efficiently all rights given it under the laws of the State for the enforcement and collection of such charges, and particularly those rights and remedies given it by Sub-Part C, Part II, Chapter 9, Title 33 of the Louisiana Revised Statutes of 1950, as amended.

## ARTICLE V FUNDS AND ACCOUNTS

**Section 5.1. Flow of Funds/Sinking Fund.** There shall be established with the Fiscal Agent Bank of the Borrower a separately identifiable fund or account to be designated the Sinking Fund. All moneys from the collection of the Tax shall be used solely to pay principal of and interest on the Borrower Bonds, and, to the extent allowed by applicable law, all amounts due and payable with respect to the Borrower Bonds, including but not limited to the applicable portion of the Administrative Fee and other amounts payable to the Department by the Borrower.

**Section 5.2. Renewal and Replacement Fund.** There shall be maintained with a Fiscal Agent Bank a separately identifiable fund or account designated the Sewer System Renewal and Replacement Fund (the "Renewal and Replacement Fund"). There shall be transferred to the "Renewal and Replacement Fund", on or before the twentieth (20th) day of each month of each year, from the income and revenues of the Sewer System, after making all deposits required by Sections 5.02, 5.03 and 5.04 of the Loan and Pledge Agreement dated as of April 1, 1994 executed by and between DEQ and Consolidated Waterworks and Wastewater District No. 1 of the Parish of St. Charles, Louisiana (the "District"), an amount equal to five percent (5%) of the revenues collected in the prior calendar month. Further, no payment need be made into the Renewal and Replacement Fund at any time if the balance in said Fund equals or exceeds an amount equal to \$100,000 00. All moneys in the Renewal and Replacement Fund may be drawn on and used by the Borrower for the purpose of paying the costs of any unusual and extraordinary maintenance and any repairs, replacements, extensions and improvements to the System which will either enhance its capacity or provide a higher degree of service.

**Section 5.3. Construction Fund.** There shall be established with the Fiscal Agent Bank of the Borrower a separately identifiable fund or account to be designated the Construction Fund. All proceeds of the Loan shall be deposited in the Construction Fund and used solely for the purposes of paying the Cost of the Project and costs of issuance of the Borrower Bonds.

**Section 5.4. Investments.** All moneys in any of the funds created hereunder shall be invested in Investment Securities the principal of and interest on which are payable not later than the dates on which it is estimated that such moneys will be required hereunder. All income derived from such investments shall be added to the amounts in the respective funds, if required, and such investments shall be liquidated to the extent at any time necessary to apply the proceeds thereof to the purpose for which the respective funds have been created.

Investment Securities acquired as an investment of moneys in any fund and account created hereunder shall be credited to such fund or account for the purpose of determining the amount in any fund or account at any time in accordance with this provision. All Investment Securities credited to such funds or accounts shall be valued at the lesser of amortized cost (exclusive of accrued interest) or fair market value.

**Section 5.5. Successor Fiscal Agent.** In the event the Borrower changes its Fiscal Agent Bank(s), the Borrower shall give the Department written notice of the time, address, location and contact person at any successor Fiscal Agent Bank no later than thirty (30) days subsequent to the effective date of any such change.

**Section 5.6. Fiscal Agent Bank Notification of Deficiencies.** If this Loan Agreement and the Borrower Bonds are pledged as security for any debt obligation issued by or on behalf of the Department, the Borrower will furnish to any trustee with respect to the debt obligations issued by or on behalf of the Department, a certificate or written agreement of the Borrower's Fiscal Agent Bank or Banks requiring such Fiscal Agent Bank or Banks to notify said trustee of any failure by the Borrower to deposit the amounts required to be deposited into the Sinking Fund pursuant to Section 5.1 hereof.