

December 21, 2020

The Water Works Board of the City of Calera met on December 21, 2020 at 5:00 p.m. at Calera City Hall with the following present:

Chairman: Jon Graham

Members: Calvin Morgan, Bill Davis, Chris Bunn, Fred Hoskins

Department Heads: Kelly Ellison, Bill Hilyer, Chris Pappas

Guests: Kenny Dale Cost

Chairman Graham called the meeting to order. Bill Davis made a motion to approve the following minutes:

Regular Meeting – November 16, 2020

Calvin Morgan seconded said motion which was carried unanimously.

WATER SUPERINTENDENT REPORT:

No report given

PUBLIC WORKS DIRECTOR REPORT:

Bill Hilyer, Public Works Director updated the Board on the following items:

30 new meters installed
324 new meters for the year

REPORTS OF WATER BOARD MEMBERS:

No reports given

ENGINEER REPORT:

Chris Pappas, Engineer updated the Board on the following item:

SFR Application Project is still pending, waiting on confirmation of a December 28, 2020 closing date.

FINANCE DIRECTOR REPORT :

Kelly Ellison, Finance Director presented the following reports for discussion: (Documents Attached)

Department Head Report as of November 30, 2020

CHAIRMAN REPORT:

MINUTES OF A REGULAR PUBLIC MEETING OF
THE BOARD OF DIRECTORS OF
THE WATER WORKS BOARD OF THE TOWN OF CALERA
HELD ON DECEMBER 21, 2020

The Board of Directors of The Water Works Board of the Town of Calera (the "Board"), met in regular public session in the Town of Calera, Alabama, at Town Hall located at 7901 US Highway 31, Calera, Alabama, 35040, on the 21st day of December, 2020, at 5:00 p.m., Central Time. Jon G. Graham, Chairman of the said Board of Directors, called the meeting to order and presided as chairman of the meeting. Connie Payton, Secretary of the Board, acted as secretary of the meeting. On roll call, the following members of the Board of Directors were found to be present:

PRESENT:

[Jon G. Graham
Calvin Morgan
Bill Davis
Chris Bunn
Fred Hoskins]

ABSENT:

[None]

The Chairman announced that the meeting was open for the transaction of business. On motion duly made, seconded and carried, the said waiver was ordered spread upon the minutes of this meeting at the end thereof.

* * *

The following resolution was thereupon introduced in writing:

**A RESOLUTION AUTHORIZING THE ISSUANCE BY THE BOARD OF ITS
\$5,330,000 SUBORDINATED WATER REVENUE BOND
SERIES 2020-DWSRF-DL**

RESOLUTION NO. WB R-2020-0 5

BE IT RESOLVED by the Board of Directors (herein called the "Directors") of The Water Works Board of the Town of Calera (herein called the "Board"), as follows:

**ARTICLE I
DEFINITIONS AND USE OF PHRASES**

Section 1.1 Definitions. The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given the following respective interpretations herein:

"**ADEM**" means the Alabama Department of Environmental Management, an agency of the State of Alabama created pursuant to Chapter 22A of Title 22 of the Code of Alabama, 1975.

"**Additional Prior Lien Obligations**" means any bonds or other obligations which the Board may at the time of issuance be authorized to issue and for the payment of the principal of and interest on which the Revenues may be pledged under the reserved right so to do contained in the Board Indenture on parity with the Series 2012 Bonds and the Series 2016 Bonds and, further, satisfying the conditions set forth therein for the issuance of Additional Bonds (as therein defined).

"**Additional Subordinate Lien Obligations**" means those obligations of the Board satisfying the requirements of Section 8.1 hereof to be payable from Revenues on parity with the Series 2020-DWSRF-DL Bond.

"**Authority**" means the Alabama Drinking Water Finance Authority, a public corporation under the laws of the State of Alabama.

"**Authority Loan**" means the loan made to the Board by the Authority, the repayment of which is evidenced by the Series 2020-DWSRF-DL Bond.

"**Authority Trustee**" means The Bank of New York Mellon Trust Company, N.A., as successor trustee to J.P. Morgan Trust Company, N.A. under the Master Authority Trust Indenture.

"**Authority Trustee Prime Rate**" means the rate of interest established (whether or not charged) from time to time by the Authority Trustee as its general reference rate of interest, after taking into account such factors as the Authority Trustee may from time to time deem appropriate in its sole discretion (it being understood, however, that the Authority Trustee may from time to time make various loans at rates of interest having no relationship to such general reference rate of interest).

"**Bank**" means The Bank of New York Mellon Trust Company, N.A., in its capacity as registrar, transfer agent and paying agent with respect to the Series 2020-DWSRF-DL Bond.

"**Board**" means The Water Works Board of the Town of Calera, a public corporation under the laws of the State of Alabama.

"**Board Indenture**" means the Trust Indenture dated February 1, 1998, as heretofore supplemented and amended, between the Board and the Board Trustee, under and pursuant to which the Series 2012 Bonds and the Series 2016 Bonds were issued.

"**Board Trustee**" means U.S. Bank, National Association, a national banking association, as trustee under the Board Indenture.

"**Chairman**" means the Chairman of the Directors.

"**Davis-Bacon Act**" means the Davis-Bacon Act of 1931, P.L. No. 403.

"**Directors**" means the governing body of the Board as from time to time constituted.

"**Interest Payment Date**" means each August 15 and February 15, commencing February 15, 2021.

"**Loan Amount**" has the meaning given in the Special Loan Conditions Agreement.

"**Master Authority Trust Indenture**" means the Master Direct Loan Trust Indenture from the Authority to the Authority Trustee, dated as of January 1, 2004.

"**Net System Revenues**" shall mean all Revenues remaining after payment of all Operating Expenses.

"**Operating Expenses**" shall have the meaning given to such term in the Board Indenture.

"**Prior Lien Obligations**" means the Series 2012 Bonds, the Series 2016 Bonds, and any Additional Prior Lien Obligations that may hereafter be issued under the Board Indenture.

"**Project**" means the improvements to the System to be acquired, constructed, equipped or installed with proceeds of the Authority Loan in accordance with the provisions of the Special Loan Conditions Agreement.

"**Project Fund**" shall have the meaning given to such term in the Master Authority Trust Indenture.

"**Project Funds**" means the amount deposited into the Project Fund for disbursement to or on behalf of the Board for payment of the costs of the Project.

"Redemption Date" means the date fixed for redemption of any principal installments of the Series 2020-DWSRF-DL Bond in a Resolution adopted pursuant to the provisions of Section 3.1 hereof.

"Redemption Price" means the price at which the Series 2020-DWSRF-DL Bond or principal installments thereof called for redemption and prepayment may be redeemed on the Redemption Date.

"Resolution" means a resolution adopted by the Directors.

"Revenues" shall mean all revenues derived from the operation of the System.

"Series 2012 Bonds" means the 2012 Bonds and the Series 2012-A Bonds.

"Series 2012-A Bonds" means the Board's \$3,595,000 initial principal amount Water Revenue Bonds, Series 2012-A, dated November 1, 2012.

"Series 2016 Bonds" means the Series 2016-A Bonds and the Series 2016-B Bonds.

"Series 2016-A Bonds" means the Board's \$1,795,000 initial principal amount Water Revenue Bonds, Series 2016-A, dated February 2, 2016.

"Series 2016-B Bonds" means the Board's \$1,400,000 initial principal amount Water Revenue Bonds (Federally Taxable), Series 2016-B, dated February 2, 2016.

"Series 2020-DWSRF-DL Bond" means the Board's Subordinated Water Revenue Bond, Series 2020-DWSRF-DL, dated December 15, 2020, authorized to be issued hereunder.

"Special Loan Conditions Agreement" means the Special Authority Loan Conditions Agreement among the Board, the Authority, and ADEM, dated December 15, 2020.

"System" means the water works plant and distribution system of the Board, as it now exists and as it may hereafter be extended or improved.

"Town" means the Town of Calera, a municipal corporation under the laws of the State of Alabama.

"United States Securities" means any securities that are direct obligations of the United States of America and any securities with respect to which payment of the principal thereof and the interest thereon is unconditionally guaranteed by the United States of America.

"2012 Bonds" means the Board's \$9,445,000 initial principal amount Water Revenue Bonds, Series 2012, dated July 1, 2012.

Section 1.2 Use of Words and Phrases. The following words and phrases, where used in this Resolution, shall be given the following and respective interpretations:

"Herein," "hereby," "hereunder," "hereof" and other equivalent words refer to this Resolution as an entirety and not solely to the particular portion hereof in which any such word is used.

The definitions set forth in Section 1.1 hereof shall be deemed applicable whether the words defined are herein used in the singular or plural.

Any pronoun or pronouns used herein in any fashion shall be deemed to include both singular and plural and to cover all genders.

ARTICLE II FINDINGS

Section 2.1 Findings. The Directors do hereby find and declare that the following facts are true and correct:

(a) The Board has determined to make capital improvements to the System, the estimated costs of the said improvements being approximately \$5,330,000. The Board has heretofore filed an application with ADEM for the purpose of obtaining a loan (herein called the "Authority Loan") from the Authority to provide funds to pay a portion of the costs of the Project.

(b) The award of the Authority Loan to the Board will be of substantial economic benefit to the Board and to its customers by reducing the amount of interest that would be payable by the Board if the funds were provided from sources other than from the Authority Loan. In particular, the making of the Authority Loan will enable the Board to take advantage of initiatives established by the requirements imposed on the Authority respecting the use of funds made available from the current capitalization grant agreement between the Authority and the United States Environmental Protection Agency (the "Capitalization Grant Agreement").

(c) The Capitalization Grant Agreement requires, among other things, that all projects funded in whole or part with funds from the Authority, including the Project, be constructed in accordance with certain provisions of the Davis-Bacon Act.

(d) The Board deems it necessary, desirable and in the public interest that the Board obtain the Authority Loan for the purpose of providing funds to finance the costs of the Project, to pay capitalized interest, and to pay a portion of the costs insured in connection with the Authority Loan. In order to accept the Authority Loan and to evidence the obligation of the Board to repay the Authority Loan, the Board deems it necessary, desirable and in the public interest that the Series 2020-DWSRF-DL Bond hereinafter authorized be issued.

(e) Immediately upon the issuance of the Series 2020-DWSRF-DL

Bond, the Board will have no bonds, warrants or other indebtedness of any kind whatsoever payable from or secured by (in whole or part) Revenues other than the Series 2012 Bonds, the Series 2016 Bonds, and the Series 2020-DWSRF-DL Bond.

(f) The pledge of Net System Revenues in favor of the Series 2020-DWSRF-DL Bond shall be on parity of lien with any Additional Subordinate Lien Obligations hereafter issued in accordance with the provisions of Section 8.1 hereof, and shall be subject and subordinate to the pledge of the Net System Revenues made by the Board in favor of Prior Lien Obligations.

(g) The Board is not in default under the Board Indenture, nor under any resolution or ordinance authorizing any outstanding indebtedness of the Board, and no such default is imminent.

ARTICLE III
ACCEPTANCE OF AUTHORITY LOAN AND
ISSUANCE OF SERIES 2020-DWSRF-DL BOND

Section 3.1 Authority Loan Made and Accepted. In consideration of the mutual promises and agreements made in the Special Loan Conditions Agreement, in this Resolution and in the Series 2020-DWSRF-DL Bond, and subject to the terms and conditions of each thereof, the Board, by the delivery of the Series 2020-DWSRF-DL Bond, accepts the Authority Loan that the Authority has, upon delivery to it of the Series 2020-DWSRF-DL Bond, made available to the Board in the Loan Amount in the manner and to the extent specified in the Special Loan Conditions Agreement.

(a) **Authorization and Description of the Series 2020-DWSRF-DL Bond.** Pursuant to the applicable provisions of Article 9 of Chapter 50 of Title 11 of the Code of Alabama 1975, as amended, and for the purpose of evidencing repayment of the Authority Loan made to the Board by the Authority, there is hereby authorized to be issued by the Board one Subordinated Water Revenue Bond, Series 2020-DWSRF-DL, in the principal amount of \$5,330,000. The Series 2020-DWSRF-DL Bond shall be issued as one fully registered bond in the form prescribed in Section 3.4 hereof. The principal of the Series 2020-DWSRF-DL Bond shall mature and become payable on August 15 in the following years and in the following installments:

Year of Maturity	Principal Amount
2024	\$215,000
2025	220,000
2026	225,000
2027	230,000
2028	235,000
2029	240,000

2030	245,000
2031	250,000
2032	255,000
2033	260,000
2034	265,000
2035	275,000
2036	280,000
2037	285,000
2038	290,000
2039	300,000
2040	305,000
2041	310,000
2042	320,000
2043	325,000

The Series 2020-DWSRF-DL Bond shall be initially issued and registered in the name of the Authority.

(b) **Interest Rate and Method of Payment of Principal and Interest.** The principal installments of the Series 2020-DWSRF-DL Bond shall bear interest from its date (December 15, 2020) until their respective due dates at the per annum rate of interest of 2.20%, computed on the basis of a 360 day year consisting of twelve (12) consecutive thirty (30) day months as reflected in the amortization schedule set forth in Appendix C to the Special Loan Conditions Agreement. Such interest shall be payable on February 15, 2021, and semiannually on each August 15 and February 15 thereafter until and at the respective maturities of principal installments of the Series 2020-DWSRF-DL Bond. Interest accruing on the Series 2020-DWSRF-DL Bond from December 15, 2020, through and including August 31, 2023, is included in the principal amount of the Series 2020-DWSRF-DL Bond as the "Capitalized Interest Amount," as such term is defined in the Special Loan Conditions Agreement, and shall be remitted to the Holder by the Bank out of funds held by the Bank for such purpose. Payment of the principal of and interest on the Series 2020-DWSRF-DL Bond shall be payable in lawful money of the United States of America by check or draft mailed by the Bank to the holder of the Series 2020-DWSRF-DL Bond at the address shown on the registry books of the Bank pertaining to the Series 2020-DWSRF-DL Bond; provided, that so long as the Authority is the registered holder of the Series 2020-DWSRF-DL Bond, payment of the principal of and interest on the Series 2020-DWSRF-DL Bond shall be made in accordance with instructions given by the Authority.

(c) **Interest Rate after Maturity.** Each installment of principal of and interest on the Series 2020-DWSRF-DL Bond shall bear interest after its due date until paid at a per annum rate of interest equal to 2% above the Authority Trustee Prime Rate.

(d) **Redemption Provisions.** The principal installments of the Series 2020-DWSRF-DL Bond having a stated maturity on August 15, 2031, and thereafter, may be redeemed and paid prior to their respective maturities, at the option of the Board, as a whole or in part (but if in part, in the inverse order of installments of principal), on August 15, 2030, and on any date thereafter, at and for a redemption price with respect to the principal to be prepaid plus accrued

interest thereon to the Redemption Date. Any such redemption or prepayment of the Series 2020-DWSRF-DL Bond shall be effected in the following manner:

(1) **Call.** The Directors shall by Resolution call for redemption and prepayment of the Series 2020-DWSRF-DL Bond (or principal portions thereof) on the stated date when it is by its terms subject to redemption, and shall recite in said Resolution that the Board is not in default with respect to payment of the principal of or interest on the Series 2020-DWSRF-DL Bond.

(2) **Notice.** The Bank shall forward by United States Registered Mail or United States Certified Mail to the holder of the Series 2020-DWSRF-DL Bond a notice stating the following: (I) that the Series 2020-DWSRF-DL Bond (or principal installments thereof) has (or have) been called for redemption and will become due and payable at the Redemption Price, on a specified Redemption Date, and (II) that all interest on the Series 2020-DWSRF-DL Bond (or principal installments thereof to be redeemed) will cease after the Redemption Date. Such notice shall be so mailed not less than forty-five (45) days nor more than ninety (90) days prior to the Redemption Date. The holder of the Series 2020-DWSRF-DL Bond may waive the requirements of this subsection.

(3) **Payment of Redemption Price.** Not later than forty-five (45) days prior to the Redemption Date, the Board shall make available at the Bank the total Redemption Price of the Series 2020-DWSRF-DL Bond or principal installments thereof so called for redemption and shall further provide to the holder of the Series 2020-DWSRF-DL Bond a certified copy of the Resolution required in item (1) of this subsection (e).

Upon compliance by the Board with the foregoing requirements on its part contained in this subsection, and if the Board is not on the Redemption Date in default with respect to the payment of the principal of or interest on the Series 2020-DWSRF-DL Bond (or principal portions thereof) called for redemption shall become due and payable at the Redemption Price on the Redemption Date specified in such notice, anything herein or in the Series 2020-DWSRF-DL Bond to the contrary notwithstanding, and the holder thereof shall then and there surrender the Series 2020-DWSRF-DL Bond for redemption; provided however, that in the event that less than all of the outstanding principal of the Series 2020-DWSRF-DL Bond is to be redeemed, the registered holder thereof shall surrender the Series 2020-DWSRF-DL Bond to the Bank in exchange, without expense to the holder, for a new Series 2020-DWSRF-DL Bond of like tenor, except in a principal amount equal to the unredeemed portion of the Series 2020-DWSRF-DL Bond. All future interest on the Series 2020-DWSRF-DL Bond (or principal portions thereof) so called for redemption shall cease to accrue after the Redemption Date. Out of the moneys so deposited with it, the Bank shall make provision for payment of the Series 2020-DWSRF-DL Bond (or principal portions thereof) so called for redemption at the Redemption Price and on the Redemption Date.

Section 3.2 Source of Payment; Pledge of Net System Revenues; Acknowledgment of Prior Pledge. (a) The principal of and the interest on the Series 2020-DWSRF-DL Bond

shall be payable solely from the Net System Revenues. The Board hereby pledges so much as may be necessary of Revenues for payment of the principal of and interest on the Series 2020-DWSRF-DL Bond. Such pledge is on parity of lien with the pledge thereof made for any Additional Subordinate Lien Obligations hereafter issued in accordance with Section 8.1 hereof, and shall be subject and subordinate to the pledge of the Net System Revenues made by the Board in favor of the pledge thereof made for the benefit of the Prior Lien Obligations.

(b) Neither the Series 2020-DWSRF-DL Bond nor any of the agreements herein contained shall constitute a general indebtedness or general obligation of the Board or of the Town within the meaning of any state constitutional or statutory provision or limitation. The full faith and credit of the Board are not pledged for payment of the Series 2020-DWSRF-DL Bond, and the Series 2020-DWSRF-DL Bond shall not be a general obligation of the Board. Neither this Resolution nor the Series 2020-DWSRF-DL Bond shall be deemed to impose upon the Board any obligation to pay the principal of or the interest on the Series 2020-DWSRF-DL Bond, or any other sum, except from the Net System Revenues remaining after payment of the Prior Lien Obligations. None of the agreements, representations or warranties made or implied in this Resolution, or in the issuance of the Series 2020-DWSRF-DL Bond, shall ever impose any personal or pecuniary liability or charge upon the Board, whether before or after any breach by the Board of any such agreement, representation or warranty, except with respect to the Net System Revenues remaining after payment of the Prior Lien Obligations. Nothing contained in this section shall, however, relieve the Board from the performance of the several agreements and representations on its part herein contained.

(c) The amounts at any time on deposit in the Bond Fund (hereinafter defined) are hereby irrevocably pledged for payment of the principal of and the interest on the Series 2020-DWSRF-DL Bond.

Section 3.3 2020-DWSRF-DL Bond Fund. (a) **Payments Therein and Use and Continuance Thereof.** There is hereby created a special fund to be designated the "Series 2020-DWSRF-DL Bond Fund" (the "Bond Fund") for the purpose of providing for the payment of the principal of and interest on the Series 2020-DWSRF-DL Bond, which special fund shall be maintained until the principal of and interest on the Series 2020-DWSRF-DL Bond has been paid in full. On or before February 15, 2021, and on or before each August 15 and February 15 thereafter until maturity of the Series 2020-DWSRF-DL Bond, the Board will pay into the Bond Fund an amount equal to the sum of (i) the interest that will mature on the Series 2020-DWSRF-DL Bond on such February 15 or August 15, as the case may be (interest on the Series 2020-DWSRF-DL Bond from December 15, 2020 through and including August 31, 2023 having been capitalized), and (ii) the principal installment that will mature on the Series 2020-DWSRF-DL Bond on such August 15.

(b) **Use of Moneys in 2020-DWSRF-DL Bond Fund.** All moneys paid into the 2020-DWSRF-DL Bond Fund shall be used only for payment of the principal of and the interest on the Series 2020-DWSRF-DL Bond; provided, that if at the final maturity of the Series 2020-DWSRF-DL Bond there shall be in the 2020-DWSRF-DL Bond Fund moneys in excess of what shall be required to pay in full the principal of and the interest on the Series 2020-DWSRF-DL Bond, then any such excess shall thereupon be returned to the Board.

(c) **Appointment of the Bank.** The Board hereby appoints the Bank as registrar and paying agent with respect to the Series 2020-DWSRF-DL Bond. The Authority shall have no liability for payment of any charges or fees of the Bank in acting in such capacity, it being understood that all such charges or fees shall be the sole responsibility of the Board. Subject to the provisions of any separate agreement with the Bank, the Board shall pay to the Bank from time to time reasonable compensation for all services rendered by it under this Resolution, including its services as registrar and paying agent for the Series 2020-DWSRF-DL Bond, and also all its reasonable expenses, charges, counsel fees, costs, and expenses and other disbursements and those of its attorneys, agents and employees, incurred in and about the performance of its duties hereunder. If the Bank 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 thereto (other than due to the Bank's negligence or willful misconduct), the Bank shall notify the Board of the same in writing and the Board shall promptly pay the Bank for such extraordinary fees, costs and expenses (including reasonable attorney's fees, costs, and expenses) reasonably and necessarily incurred in connection therewith.

(d) **Trust Nature of and Security for the 2020-DWSRF-DL Bond Fund.** The 2020-DWSRF-DL Bond Fund shall be and at all times remain public funds impressed with a trust for the purpose for which the 2020-DWSRF-DL Bond Fund is herein created. Each depository for any part of the 2020-DWSRF-DL Bond Fund shall at all times keep the moneys on deposit with it in the 2020-DWSRF-DL Bond Fund continuously secured for the benefit of the Board and the holder of the Series 2020-DWSRF-DL Bond either:

(1) by holding on deposit as collateral security United States Securities or other marketable securities eligible as security for the deposit of trust funds under regulations of the Board of Governors of the Federal Reserve System, having a market value (exclusive of accrued interest) not less than the amount of moneys on deposit in the 2020-DWSRF-DL Bond Fund, or

(2) if the furnishing of security in the manner provided in the foregoing clause (1) of this sentence is not permitted by the then applicable law and regulations, then in such other manner as may be required or permitted by the applicable state and federal laws and regulations respecting the security for, or granting a preference in the case of, the deposit of public funds;

provided, however, that it shall not be necessary for any such depository so to secure any portion of the moneys on deposit in 2020-DWSRF-DL Bond Fund that may be insured by the Federal Deposit Insurance Corporation (or by any agency of the United States of America that may succeed to its functions).

Section 3.4 Form of Series 2020-DWSRF-DL Bond. The Series 2020-DWSRF-DL Bond shall be in substantially the following form, with such insertions, omissions and other variations as may be necessary to conform to the provisions hereof:

\$5,330,000

\$5,330,000

**UNITED STATES OF AMERICA
STATE OF ALABAMA**

**THE WATER WORKS BOARD OF THE TOWN OF CALERA
SUBORDINATED WATER REVENUE BOND
SERIES 2020-DWSRF-DL**

For value received, **THE WATER WORKS BOARD OF THE TOWN OF CALERA**, a public corporation under the laws of Alabama (herein called the "Board"), will pay to **ALABAMA DRINKING WATER FINANCE AUTHORITY**, or registered assigns, solely out of the revenues hereinafter referred to, the aggregate principal sum of

FIVE MILLION THREE HUNDRED THIRTY THOUSAND DOLLARS

in principal installments on August 15 in the following respective years and principal amounts:

Year of Maturity	Principal Amount
2024	\$215,000
2025	220,000
2026	225,000
2027	230,000
2028	235,000
2029	240,000
2030	245,000
2031	250,000
2032	255,000
2033	260,000
2034	265,000
2035	275,000
2036	280,000
2037	285,000
2038	290,000
2039	300,000
2040	305,000
2041	310,000
2042	320,000
2043	325,000

with interest on the then unpaid principal balance hereof from the date hereof, at the rate of 2.20%, which rate shall be computed on the basis of a 360-day year consisting of twelve (12)

consecutive thirty (30) day months, as reflected in the amortization schedule set forth in Appendix C to the Special Loan Conditions Agreement hereinafter described. Such interest shall be payable on February 15, 2021, and semiannually on each August 15 and February 15 thereafter until and at the respective maturities of principal installments of the Series 2020-DWSRF-DL Bond. Interest accruing on this bond from the date hereof through and including August 31, 2023, is included in the principal amount of the Series 2020-DWSRF-DL Bond as the "Capitalized Interest Amount," as such term is defined in the Special Loan Conditions Agreement.

Interest on this bond is payable by check or draft mailed by The Bank of New York Mellon Trust Company, N.A. (the "Bank"), to the then registered holder hereof at the address shown on the registry books of the Bank pertaining to the Series 2020-DWSRF-DL Bond; provided, that so long as the Alabama Drinking Water Finance Authority (the "Authority") is the registered holder of this bond, the payments of principal of and interest on this bond shall be made by the Bank in accordance with instructions given the Bank by the Authority. Interest on this bond shall be deemed timely made if mailed to the then registered holder on the interest payment date with respect to which such payment is made or, if such interest payment date is not a business day, then on the first business day following such interest payment date. The Authorizing Resolution (hereinafter defined) provides that all payments by the Board or the Bank to the person in whose name this bond is registered shall to the extent thereof fully discharge and satisfy all liability for the same. Any transferee of this bond takes it subject to all payments of principal and interest in fact made with respect hereto.

The Board is a public corporation organized under the provisions of Article 9 of Chapter 50 of Title 11 of the Code of Alabama 1975, as amended, and this bond is authorized to be issued for purposes for which bonds may be issued under the provisions of said Article 9 and pursuant to a resolution (the "Authorizing Resolution") duly adopted by the Board of Directors of the Board on December 21, 2020. The covenants and representations herein contained or contained in the Authorizing Resolution do not and shall never constitute a personal or pecuniary liability or charge against the general credit of the Board, nor shall the Town of Calera, Alabama, in any manner be liable for payment of the principal of or the interest on this bond or for the performance of the undertakings of the Board contained herein or in said Authorizing Resolution.

This bond is designated "Subordinated Water Revenue Bond, Series 2020-DWSRF-DL," is authorized to be issued in the aggregate principal amount of \$5,330,000, and is payable solely out of the Revenues (as defined in the Authorizing Resolution) from the System (as defined in the Authorizing Resolution) remaining after payment of all Operating Expenses (as defined in the Authorizing Resolution) (the "Net System Revenues"). The Board hereby pledges so much of the Net System Revenues as shall be necessary to pay the principal of and interest on this bond. The said pledge is subject to the prior and senior pledge of Net System Revenues heretofore or hereafter made by the Board for all Prior Lien Obligations (as such term is defined in the Authorizing Resolution), on a parity of lien with the pledge of Net System Revenues for any Additional Subordinate Lien Obligations (as such term is defined in the Authorizing Resolution) hereafter issued in accordance with the provisions of Section 8.1 of the Authorizing Resolution, and senior to any pledge of Net System Revenues made by the Board

for any indebtedness, other than Additional Prior Lien Obligations and Additional Subordinate Lien Obligations, hereafter issued.

Those of the principal installments hereof having stated maturities on August 15, 2031, and thereafter, may be redeemed and paid prior to their respective maturities, at the option of the Board, as a whole or in part (but if in part, in the inverse order of installments of principal), on August 15, 2030, and on any date thereafter, at and for a redemption price with respect to each principal installment of this bond redeemed equal to the principal prepaid plus accrued interest thereon to the Redemption Date, after not less than forty-five (45) nor more than ninety (90) days prior notice by United States Registered Mail or Certified Mail to the registered owner of this bond, at and for a redemption price equal to the principal so prepaid plus accrued interest to the date of prepayment.

In the event less than all the outstanding principal hereof is to be redeemed, the registered holder hereof shall surrender this Series 2020-DWSRF-DL Bond to the Bank in exchange for a new Series 2020-DWSRF-DL Bond of like tenor herewith except in a principal amount equal to the unredeemed portion of this bond. Upon the giving of notice of redemption in accordance with the provisions of the Authorizing Resolution, this bond (or principal installments thereof) so called for redemption and prepayment shall become due and payable on the date specified in such notice, anything herein or in the Authorizing Resolution to the contrary notwithstanding, and the holder hereof shall then and there surrender for prepayment, and all future interest on the Series 2020-DWSRF-DL Bond (or principal installments thereof) so called for prepayment shall cease to accrue after the date specified in such notice, whether or not the Series 2020-DWSRF-DL Bond is so presented.

This bond is transferable by the registered holder hereof, in person or by authorized attorney, only on the books of the Bank (the registrar and transfer agent of the Board) and only upon surrender of this bond to the Bank for cancellation, and upon any such transfer a new Series 2020-DWSRF-DL Bond of like tenor hereof will be issued to the transferee in exchange therefor, all as more particularly described in the Authorizing Resolution. Each holder, by receiving or accepting this bond, shall consent and agree and shall be estopped to deny that, insofar as the Board and the Bank are concerned, this bond may be transferred only in accordance with the provisions of the Authorizing Resolution.

The Bank shall not be required to transfer or exchange this bond during the period of fifteen (15) days next preceding any February 15 or August 15; and in the event that this bond (or any principal portion hereof) is duly called for redemption and prepayment, the Bank shall not be required to register or transfer this bond during the period of forty-five (45) days next preceding the date fixed for such redemption and prepayment.

Execution by the Bank of its registration certificate hereon is essential to the validity hereof.

It is hereby certified that all conditions, actions and things required by the Constitution and laws of the State of Alabama to exist, be performed and happen precedent to or in the issuance of this bond exist, have been performed and have happened in due and legal form.

IN WITNESS WHEREOF, the Board has caused this bond to be executed in its name and behalf by the Chairman of its Board of Directors, has caused its corporate seal to be hereunto affixed and attested by its Secretary, both of said officers being hereunto duly authorized, and has caused this bond to be dated December 15, 2020.

**THE WATER WORKS BOARD
OF THE TOWN OF CALERA**

By:

Chairman
Board of Directors

[SEAL]

ATTEST:

By: _____
Its Secretary

Form of Registration Certificate

This Series 2020-DWSRF-DL Bond was registered in the name of the above-registered owner as of the 15th day of December, 2020.

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.**

By: _____
Its Authorized Officer

Form of Assignment

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto the within bond and hereby irrevocably constitute(s) and appoints _____ attorney, with full power of substitution in the premises, to transfer this bond on the books of the within-mentioned Bank.

DATED this ___ day of _____, _____.

NOTE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within bond in every particular, without alteration, enlargement or change whatsoever.

Signature guaranteed:

(Bank, Trust Company, or Firm*)

By _____
(Authorized Officer)

Its Medallion Number: _____

*Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee

program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

ARTICLE IV

EXECUTION OF THE SERIES 2020-DWSRF-DL Bond

Section 4.1 Execution of Series 2020-DWSRF-DL Bond. The Series 2020-DWSRF-DL Bond shall be executed by the Chairman or by the Vice Chairman, and the seal of the Board shall be affixed thereto and attested by the Secretary of the Board. Signatures on the Series 2020-DWSRF-DL Bond by persons who were officers of the Board at the time such signatures were written or printed shall continue effective although such persons cease to be such officers prior to the delivery of the Series 2020-DWSRF-DL Bond.

Section 4.2 Registration and Transfer. (a) Registration Certificate on Series 2020-DWSRF-DL Bond. A registration certificate, in substantially the form appearing in the form of the Series 2020-DWSRF-DL Bond set forth in Article III hereof, duly executed by the manual signature of the Bank, shall be endorsed on the Series 2020-DWSRF-DL Bond and shall be essential to its validity.

(b) Registration and Transfer of Series 2020-DWSRF-DL Bond. The Series 2020-DWSRF-DL Bond shall be registered as to both principal and interest, and shall be transferable only on the registry books of the Bank. The Bank shall be the registrar and transfer agent of the Board and shall keep at its office proper registry and transfer books in which it will note the registration and transfer of the Series 2020-DWSRF-DL Bond presented for such purpose, all in the manner and to the extent hereinafter specified.

No transfer of the Series 2020-DWSRF-DL Bond shall be valid hereunder except upon presentation and surrender of the Series 2020-DWSRF-DL Bond at the office of the Bank with written power to transfer signed by the registered owner thereof in person or by duly authorized attorney, properly stamped if required, in form and with guaranty of signature satisfactory to the Bank, whereupon the Board shall execute, and the Bank shall register and deliver to the transferee, a new Series 2020-DWSRF-DL Bond, registered in the name of such transferee and of like tenor as that presented for transfer. The person in whose name the Series 2020-DWSRF-DL Bond is registered on the books of the Bank shall be the sole person to whom or on whose order payments on account of the principal thereof and of the interest (and premium, if any) thereon may be made respecting the Series 2020-DWSRF-DL Bond. Each holder of the Series 2020-DWSRF-DL Bond, by receiving or accepting the Series 2020-DWSRF-DL Bond, shall consent and agree and shall be estopped to deny that, insofar as the Board and the Bank are concerned, the Series 2020-DWSRF-DL Bond may be transferred only in accordance with the provisions of this Authorizing Resolution.

The Bank shall not be required to register or transfer the Series 2020-DWSRF-DL Bond during the period of fifteen (15) days next preceding any Interest Payment Date with respect thereto; and if the Series 2020-DWSRF-DL Bond is duly called for redemption (in whole or in

part), the Bank shall not be required to register or transfer the Series 2020-DWSRF-DL Bond (or partial portion thereof) during the period of forty-five (45) days next preceding any Redemption Date.

ARTICLE V
EVENTS OF DEFAULT AND
REMEDIES OF BONDHOLDERS

Section 5.1 Events of Default Defined. Any of the following shall constitute default hereunder by the Board:

- (a) Failure by the Board to pay the principal of or the interest on the Series 2020-DWSRF-DL Bond when such principal and interest respectively become due and payable, whether by maturity or otherwise;
- (b) A default by the Board under the Board Indenture;
- (c) A default by the Board under the Special Loan Conditions Agreement;
- (d) A determination by a court having jurisdiction that the Board is insolvent or bankrupt, or appointment by a court having jurisdiction of a receiver for the Board or for all or a substantial part of the assets of the Board, or the approval by a court of competent jurisdiction of any petition for reorganization of the Board or rearrangement or readjustment of its obligations under any provisions of the bankruptcy laws of the United States; or
- (e) Any representation or statement made by the Board herein, in the Special Loan Conditions Agreement, or in connection with the Application (as defined in the Special Loan Conditions Agreement) shall be or become untrue, incorrect or misleading in any respect.

Section 5.2 Remedies on Default. With respect to the Series 2020-DWSRF-DL Bond, upon any default by the Board in any one of the ways defined in Section 5.1 hereof, such holder shall have the following rights and remedies:

- (a) **Acceleration.** The holder of the Series 2020-DWSRF-DL Bond may, by written notice to the Board, declare all principal of the Series 2020-DWSRF-DL Bond forthwith due and payable, and thereupon it shall so be, anything herein or therein to the contrary notwithstanding. If, however, the Board shall make good that default and every other default hereunder (except the principal so declared payable), with interest on all overdue payments of principal and interest, then the holder of the Series 2020-DWSRF-DL Bond, by written notice to the Board, may waive such default and its consequences, but no such waiver shall affect any subsequent default or right relative thereto.
- (b) **Suits at Law or in Equity.** The holder of the Series 2020-DWSRF-DL Bond is empowered (i) to sue on such bond, (ii) by mandamus, suit or other proceeding, to enforce all agreements of the Board herein contained, (iii)

by action or suit in equity, to require the Board to account as if it were the trustee of an express trust for the holder of the Series 2020-DWSRF-DL Bond, and (iv) by action or suit in equity, to enjoin any act or things which may be unlawful or a violation of the rights of the holder of the Series 2020-DWSRF-DL Bond.

Section 5.3 Delay No Waiver. No delay or omission by the holder of the Series 2020-DWSRF-DL Bond to exercise any available right, power or remedy hereunder shall impair or be construed a waiver thereof or an acquiescence in the circumstances giving rise thereto; every right, power or remedy given herein to the holder of the Series 2020-DWSRF-DL Bond may be exercised from time to time and as often as deemed expedient.

**ARTICLE VI
AGREEMENTS RESPECTING CONSTRUCTION
AND ACQUISITION OF THE PROJECT
AND SALE OF THE SERIES 2020-DWSRF-DL BOND**

Section 6.1 Construction and Acquisition of the Project. The Board will commence and complete such construction and acquisition of the Project, including the acquisition of such real estate (or easements or other interests therein) as may be necessary for either, as soon as may be practicable, delays incident to strikes, riots, acts of God and the public enemy and similar acts beyond the reasonable control of the Board only excepted.

Section 6.2 Application of Proceeds of Authority Loan. The entire proceeds derived from the Authority Loan (the repayment of which such loan shall be evidenced by the Series 2020-DWSRF-DL Bond) shall be held by the Authority Trustee and applied in accordance with the provisions of the Master Authority Trust Indenture and the Special Loan Conditions Agreement.

Section 6.3 Sale of Series 2020-DWSRF-DL Bonds. The Series 2020-DWSRF-DL Bond is hereby sold and awarded to the Authority, at and for a purchase price equal to \$5,330,000 (*i.e.*, the par amount of the Series 2020-DWSRF-DL Bond). The Bank is hereby directed to authenticate the Series 2020-DWSRF-DL Bond and to deliver same to the Authority. The Series 2020-DWSRF-DL Bond shall be issued in the form provided in this Resolution, with any such changes as the Chairman or the Vice Chairman, as the case may be, shall approve.

Section 6.4 Authorization of Special Loan Conditions Agreement. The Chairman and the Vice Chairman, or either of them, is hereby authorized and directed to execute and deliver, in the name and behalf of the Board, the Special Authority Loan Conditions Agreement in substantially the form marked Exhibit A to this Resolution and made a part hereof as if set out in full herein, and the Secretary is hereby authorized and directed to affix the seal of the Board to the said Special Authority Loan Conditions Agreement and to attest the same.

Section 6.5 Additional Documents Authorized. The Chairman and Vice Chairman, or either of them, is hereby authorized and directed to execute such other documents or certificates as may be necessary or desirable in order to carry out the transactions contemplated by this Resolution. The Secretary of the Board is hereby authorized to attest any such other documents or certificates necessary or desirable to carry out the transactions contemplated by this Resolution and is authorized to affix the seal of the Board to any such documents or

certificates.

**ARTICLE VII
CERTAIN REPRESENTATIONS, WARRANTIES AND
COVENANTS OF THE BOARD**

Section 7.1 To Maintain Adequate Rates; Board Indenture Covenants. The Board will make and maintain such rates and charges for water and other services supplied from the System and will make collections from the users thereof so that revenues from the System available for debt service will at all times be sufficient to make timely payment of the debt service on all indebtedness of the Board, including, without limitation, the Series 2020-DWSRF-DL Bond. The Board hereby covenants and agrees that for purposes of the rate covenant and all other covenants and agreements of the Board set forth in the Board Indenture, the Series 2020-DWSRF-DL Bond shall be treated as if it had been issued as an "Additional Bond" (as such term is defined and used in the Board Indenture) under the Board Indenture and, further, as included within the meaning of "Bonds" or "the Bonds" (as such term is defined and used in the Board Indenture).

Section 7.2 To Respect Priority of Pledge; Certain Covenants of the Board Respecting Issuance of Additional Prior Lien Obligations under the Board Indenture. (a) The pledge herein made of the Net System Revenues for the Series 2020-DWSRF-DL Bond shall be prior and superior to any pledge or agreement hereafter made of the Revenues for the benefit of any securities hereafter issued or any contract hereafter made by the Board not constituting Additional Prior Lien Obligations, and shall be on parity with any pledge or agreement hereafter made of Revenues for the benefit of any Additional Subordinate Lien Obligations hereafter issued.

(b) The Board hereby covenants and agrees that, although the lien on the Revenues in favor of the Series 2020-DWSRF-DL Bond is subordinate and subject to the lien on such revenues for Prior Lien Obligations, in order to induce the Authority to make the Authority Loan the Board has agreed that, when issuing Additional Prior Lien Obligations pursuant to the Board Indenture, the Series 2020-DWSRF-DL Bond shall be treated as if it had been issued as "Additional Bonds" under the Board Indenture for purposes of computing the Annual Net Debt Service Requirement (as defined and used in the Board Indenture) and the maximum Annual Net Debt Service Requirement. Any pledge of Revenues for any obligation of the Board purportedly issued as an Additional Parity Lien Obligation without having complied with the provisions of this Section 7.2 shall be null and invalid, and to the extent otherwise deemed valid such obligation shall be subordinate in all respects to the Series 2020-DWSRF-DL Bond (including, without limitation, respecting the pledge of and lien on Net System Revenues).

Section 7.3 No Conflicting Transactions; No Other Indebtedness. (a) The Board represents and warrants that (i) the Series 2020-DWSRF-DL Bond is a valid and binding limited obligation of the Board payable out of Net System Revenues, and (ii) the provisions of the Series 2020-DWSRF-DL Bond and this Resolution will not result in any breach of, or constitute a default under, any mortgage, deed of trust, security agreement, resolution, bank loan, credit agreement or other instrument to which the Board is a party or by which it is bound.

(b) The Board hereby represents and warrants that, immediately following the issuance of the Series 2020-DWSRF-DL Bond, the Board will have no bonds, warrants or other indebtedness of any kind whatsoever payable from or secured by (in whole or part) revenues of the System other than (i) the Prior Lien Obligations, and (ii) the Series 2020-DWSRF-DL Bond.

Section 7.4 Upon the Event of Satisfaction of the Board Indenture. If, prior to the payment in full of the Series 2020-DWSRF-DL Bond, the Board Indenture shall become void and be discharged pursuant to the provisions of the Board Indenture, the Board agrees that it shall provide written notice of the same to the Authority and that the Board shall not, without the prior written consent of the Authority, thereafter issue any bonds or other obligations payable out of Revenues unless the Series 2020-DWSRF-DL Bond shall be secured by a pledge of Revenues prior to any bonds or other obligations which may be issued by the Board subsequent to the satisfaction of the Board Indenture. In the event of any such satisfaction of the Board Indenture, the may require that the Board enter into an agreement supplemental hereto confirming the continuation of the covenants contained herein with respect to the Series 2020-DWSRF-DL Bond.

Section 7.5 To Furnish Authority With Reports. The Board agrees to furnish to the Authority, within 270 days after the close of its fiscal year, the audited financial statements of the Board for such fiscal year.

ARTICLE VIII

ADDITIONAL SUBORDINATE LIEN OBLIGATIONS

Section 8.1 Issuance of Additional Subordinate Lien Obligations. (a) While the Board is not in default in payment of the principal of or the interest on the Series 2020-DWSRF-DL Bond or any other indebtedness of the Board, it may, subject to the provisions of Section 3.2 hereof, at any time and from time to time issue Additional Subordinate Lien Obligations for any purpose for which the Board may issue its bonds; provided, the Board shall have satisfied the conditions set forth in subsection (b) of this Section 8.1. The Additional Subordinate Lien Obligations may be in such denomination or denominations, shall bear interest at such rate or rates, shall mature in such amounts and at such times, and may contain such other provisions as the Board shall determine.

(b) Prior to the issuance of any Additional Subordinate Lien Obligations, the Board will either:

(i) obtain the written consent of the Authority to the issuance of such Additional Subordinate Lien Obligations, or

(ii) not less than twenty (20) days prior to the issuance of any such Additional Subordinate Lien Obligations, furnish to the Authority a certificate of an independent auditor certifying that the Annual Net Income (as such term is defined in the Board Indenture) for the fiscal year of the Board next preceding that during which the Additional Subordinate Lien Obligations are to be issued was not less than 110% of the sum of the maximum Annual Net Debt Service Requirement (as defined in the Board Indenture) payable on (A) all indebtedness of the Board (whether issued as "Additional Bonds" under the Board Indenture, as

Additional Subordinate Lien Obligations hereunder, or otherwise), plus (B) the Additional Subordinate Lien Obligations then proposed to be issued.

Section 8.2 Confirmation of Pledge. The Board hereby recognizes and confirms that the pledge of Revenues made hereunder in favor of the Series 2020-DWSRF-DL Bond is (i) subject to the prior and superior pledge thereof made for the benefit of Prior Lien Obligations, (ii) on parity with any pledge thereof made for any Additional Subordinate Lien Obligations hereafter issued, and (iii) prior and superior to any pledge thereof made for any and all other bonds, notes or other obligations hereafter issued by the Board.

**ARTICLE IX
PROVISIONS RESPECTING INSURANCE; CERTAIN PROVISIONS
RESPECTING THE BANK**

Section 9.1 Insurance on the System. The Board will at all times carry the insurance on the System required to be carried by the Board Indenture.

Section 9.2 Application of Insurance Proceeds. The Board agrees that proceeds of any insurance will be applied in accordance with the Board Indenture.

Section 9.3 Certain Provisions Respecting the Bank. The Bank agrees to perform the duties herein imposed only upon and subject to the following expressed terms and conditions:

(a) The Bank may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents or receivers, and shall be entitled to advice of counsel concerning all matters of trusts hereof and duties hereunder.

(b) The Bank may consult with counsel, and the advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Bank hereunder in good faith and in reliance thereon.

(c) The Bank shall be protected in acting and relying upon any notice, order, requisition, request, consent, certificate, order, opinion (including an opinion of independent counsel), affidavit, letter, telegram or other paper or document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons.

(d) None of the provisions in this Resolution shall require the Bank to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

Section 9.4 Indemnification of Bank. The Board hereby agrees to indemnify and hold harmless the Bank and its officers, directors, agents and employees from and against any

and all costs, claims, liabilities, losses or damages whatsoever (including reasonable costs and fees of counsel, auditors or other experts), asserted or arising out of or in connection with the acceptance or administration of the trusts established pursuant to the Resolution, except costs, claims, liabilities, losses or damages resulting from the negligence or willful misconduct of the Bank, including the reasonable costs and expenses (including the reasonable fees and expenses of its counsel) of defending itself against any such claim or liability in connection with its exercise or performance of any of its duties hereunder and of enforcing this indemnification provision. The indemnifications set forth herein shall survive the termination of the Resolution and/or the resignation or removal of the Bank.

ARTICLE X MISCELLANEOUS PROVISIONS

Section 10.1 Provisions Constitute Contract. The provisions of this Resolution shall constitute a contract between the Board and the holders of the Series 2020-DWSRF-DL Bond.

Section 10.2 Severability. The provisions of this Resolution are hereby declared to be severable. In the event any court of competent jurisdiction should hold any provision hereof to be invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Resolution.

Section 10.3 Replacement of Mutilated, Lost, Stolen or Destroyed Series 2020-DWSRF-DL Bond. In the event the Series 2020-DWSRF-DL Bond is mutilated, lost, stolen or destroyed, the Board may execute and deliver a new Series 2020-DWSRF-DL Bond of like tenor as that mutilated, lost, stolen or destroyed; provided that (a) in the case of any such mutilated Series 2020-DWSRF-DL Bond, such Series 2020-DWSRF-DL Bond is first surrendered to the Board and the Bank, and (b) in the case of any such lost, stolen or destroyed Series 2020-DWSRF-DL Bond, there is first furnished to the Board and the Bank evidence of such loss, theft or destruction satisfactory to each of them, together with indemnity satisfactory to each of them. The Board may charge the holder with the expense of issuing any such new Series 2020-DWSRF-DL Bond.

Section 10.4 Provisions for Payment at Par. Each trustee at which the Series 2020-DWSRF-DL Bond shall at any time be payable, by acceptance of its duties as paying agent therefor, shall be construed to have agreed thereby with the holder of the Series 2020-DWSRF-DL Bond that it will make, out of the funds supplied to it for that purpose, all remittances of principal and interest on the Series 2020-DWSRF-DL Bond in bankable funds at par without any deduction for exchange or other costs, fees or expenses.

Section 10.5 Disclaimer of General Liability. It is hereby expressly made a condition of this Resolution that any agreements or representations herein contained or contained in the Series 2020-DWSRF-DL Bond do not and shall never constitute a personal or pecuniary liability or charge against the general credit of the Board, and in the event of a breach of any such agreement or representation no personal or pecuniary liability or charge payable directly or indirectly from the general revenues of the Board shall arise therefrom. Nothing contained in this section, however, shall relieve the Board from the observance and performance of the several covenants, representations and agreements on its part herein contained.

EXHIBIT A

Form of Special Authority Loan Conditions Agreement

I, **CONNIE PAYTON**, as Secretary of **THE WATER WORKS BOARD OF THE TOWN OF CALERA**, a public corporation under the laws of the State of Alabama, hereby certify that the attached pages numbered from 1 through [___], together with the form of Special Authority Loan Conditions Agreement labeled Exhibit A, constitute a true and correct copy of all those portions of the minutes of a regular public meeting of the Board of Directors of the said corporation held on December 21, 2020, pertaining to the matters therein as set out, as the said minutes appear in the records of said corporation.

WITNESS my signature as Secretary of the said corporation, under its seal, this 28th day of December, 2020.

[S E A L]

As Secretary of
**THE WATER WORKS BOARD
OF THE TOWN OF CALERA**

GUESTS:

There being no further business, Fred Hoskins made a motion to adjourn at 5:16 p.m.

Approved this 19th of January 2021.

Jon G. Graham, Chairman

ATTEST:

Connie B. Payton, City Clerk