

EXHIBIT A

DESCRIPTION OF PROJECTS

Dillman Road Wastewater Treatment Plant Project:

The Dillman Road Wastewater Treatment Plant project is the first phase of the treatment plant expansion and modernization plan. The focus of this phase of the project is the replacement of select electrical and mechanical systems due to age and condition. The equipment replacement will include process modernization of the mixed liquor and aerobic digestion aeration systems. The project also includes the addition of a new disc filter and building to expand filtration capacity from 15 million gallon per day (mgd) to 20 mgd. Other improvements will include, but not be limited to, replacement and upgrade of the administrative building heating and cooling system, replacement of the main entry gate with an electronic operated gate, replacement of polymer blending units for the belt press, and design, site safety and miscellaneous improvements at all or any portion of the Dillman Road Wastewater Treatment Plant.

Blucher Pool Wastewater Treatment Plant Project:

The Blucher Pool Wastewater Treatment Plant Project includes replacement, upgrade and improvement projects at the existing wastewater treatment facility, including, but not limited to, repair of the damaged belt press, replacement of three (3) RAS pumps, completion of a hydraulic capacity study for the north sewer basin and the Blucher Poole Wastewater Treatment Plant, design of a plant hydraulic system to include an equalization basin and primary clarifier, replacement of plumbing in the solids handling building, switching current PCL (HMI) over to an ignition system with replacement units, replacement of intake pumps and flow meters, rehabilitation of influent flume, replacement of yard valves, replacement of the primary splitter gate to aeration basin No. 3, and miscellaneous design and equipment replacement projects related thereto.

Collection System Project:

The Collection System Project includes collection system replacement, upgrade and improvement projects, including, but not limited to, a sump pump disconnect program, rehabilitation of sewer pipes and manholes, replacement and upgrade of existing lift stations, coordination with INDOT and the City engineering on road improvement and relocation projects, design of capacity upgrades and all equipment related thereto.

Other Projects:

Other projects include construction and equipping projects at a new Service Center, including, but not limited to, demolition of the existing buildings at the Winston Thomas property, design of a new Service Center and maintenance facility and any other costs or equipment related thereto.

EXHIBIT B

R-__

[FORM OF REGISTERED BOND]

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF MONROE

CITY OF BLOOMINGTON, INDIANA
SEWAGE WORKS REVENUE BOND OF 2024

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Date</u>	<u>Date of Authentication</u>	<u>[CUSIP]</u>
__%	January 1, 20__	_____, 20__	_____, 20__	[_____]

REGISTERED
OWNER: _____

PRINCIPAL AMOUNT: _____ Dollars (\$_____)

The City of Bloomington, in Monroe County, State of Indiana, (the "City") for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, upon surrender hereof, solely out of the special revenue fund hereinafter referred to, the Principal Amount stated above as evidenced by the records of the registered owner making payments for this bond, or its assigns, on the Maturity Date specified above (unless this bond be subject to and be called for redemption prior to maturity as hereinafter provided), and to pay interest thereon until the Principal Amount is paid upon redemption or at maturity, at the Interest Rate per annum specified above and from the interest payment date to which interest has been paid or duly provided for next preceding the Date of Authentication of this bond as shown above (unless this bond is authenticated after the fifteenth day of the month immediately preceding an interest payment date (the "Record Date") and on or before the next such interest payment date, in which case it shall bear interest from such interest payment date or unless this bond is authenticated on or before [January/July] 1, 20__, in which case it shall bear interest from the Original Date specified above), with such interest payable semiannually on January 1 and July 1 of each year, commencing [January/July] 1, 20__. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

The principal of and premium, if any, on this Bond are payable upon the surrender thereof at the principal office of _____ (the "Registrar" or the "Paying Agent") in the

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_____, _____. All payments of interest on this Bond shall be paid by check mailed one business day prior to the interest payment date to the Registered Owner as of the Record Date at the address as it appears on the registrations books kept by the Registrar. Each Registered Owner of \$1,000,000 or more in principal amount of the Bonds shall be entitled to receive interest payments by wire transfer by providing written wire instructions to the Paying Agent before the Record Date for any payment. All payments of principal of, and premium, if any, on the Bonds (as hereinafter defined) shall be made in any coin or currency of the United States of America, which on the dates of such payment, shall be legal tender for the payment of public and private debts.

THE CITY SHALL NOT BE OBLIGATED TO PAY THIS BOND OR THE INTEREST HEREON EXCEPT FROM THE HEREINAFTER DESCRIBED SPECIAL FUND, AND NEITHER THIS BOND NOR THE ISSUE OF WHICH IT IS A PART SHALL IN ANY RESPECT CONSTITUTE A CORPORATE INDEBTEDNESS OF THE CITY WITHIN THE PROVISIONS AND LIMITATIONS OF THE CONSTITUTION OF THE STATE OF INDIANA.

This bond is one of an authorized series of bonds of like date, tenor and effect, except as to denomination, numbering, rates of interest, redemption terms and dates of maturity, aggregating _____ Dollars (\$_____), numbered and lettered consecutively from R-1 upward (the "Bonds"), issued for the purpose of providing funds to pay the cost of certain additions, improvements and extensions to the sewage works of the City, [fund a debt service reserve fund/pay the premium on a debt service reserve surety policy] and pay the costs of issuance of the Bonds. This Bond is issued pursuant to an ordinance adopted by the Common Council of the City on the ____ day of _____, 2020, entitled "An Ordinance Authorizing the Acquisition, Construction and Installation by the City of Bloomington, Indiana, of Certain Extensions and Improvements to the City's Sewage Works Utility, the Issuance and Sale of Revenue Bonds to Provide Funds for the Payment of the Costs Thereof, and the Collection, Segregation and Distribution of the Revenues of Such Sewage Works and Other Related Matters" (the "Ordinance"), and in accordance with the provisions of Indiana law, including, without limitation, Indiana Code 36-9-23, as amended (the "Act").

Pursuant to the provisions of the Act and the Ordinance, the principal of and interest on this Bond, the Outstanding Parity Bonds (as defined in the Ordinance), and any bonds hereafter issued on a parity therewith are payable solely from the Sewage Works Sinking Fund (the "Sinking Fund") maintained under the Ordinance to be funded from the Net Revenues (herein defined as the gross revenues of the Sewage Works (defined as the City's Sewage Works system, including all real estate, equipment and appurtenances thereto used in connection therewith, and all extensions, additions and improvements thereto and replacements thereof, now or at anytime hereafter constructed or acquired, after deduction only for the payment of the reasonable expenses of operation, repair and maintenance of the System).

The City irrevocably pledges the entire Net Revenues of the Sewage Works deposited into the Sinking Fund to the prompt payment of the principal of and interest on the Bonds, the Outstanding Parity Bonds and any bonds ranking on a parity therewith to the extent necessary for such purposes, and covenants that it will cause to be fixed, maintained and collected such rates

and charges for services rendered by the Sewage Works as are sufficient in each year for the payment of the proper and reasonable expenses of operation and maintenance of the Sewage Works and for the payment of the sums required to be paid into the Sinking Fund under the provisions of the Act and the Ordinance. If the City or the proper officers thereof shall fail or refuse to so fix, maintain and collect such rates or charges, or if there shall be a default in the payment of the interest on or principal of this bond, the owner of this bond shall have all of the rights and remedies provided for in the Act, including the right to have a receiver appointed to administer the System and to charge and collect rates sufficient to provide for the payment of this bond and the interest hereon.

The City further covenants that for so long as the Bonds, the Outstanding Parity Bonds and any bonds hereafter issued on a parity therewith (the "Additional Parity Bonds") remain outstanding, it will set aside and pay into the Sinking Fund a sufficient amount of the Net Revenues of the Sewage Works for the payment of (a) the interest on all bonds payable from the revenues of the Sewage Works, as such interest shall fall due, (b) the necessary fiscal agency charges for paying such bonds and interest, (c) the principal of all bonds payable from the revenues of the Sewage Works, and (d) an additional amount as a margin of safety to create the reserve required by the Ordinance. Such required payments shall constitute a first charge upon all the Net Revenues of the System. Reference is made to the Ordinance for a more complete statement of the revenues from which and conditions under which this bond is payable, a statement of the conditions on which obligations may hereafter be issued on a parity with this bond, the manner in which the Ordinance may be amended and the general covenants and provisions pursuant to which this bond has been issued.

[Insert optional redemption terms, if applicable].

[The bonds maturing on _____ 1, ___ are subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof plus accrued interest, on the dates and in the amounts set forth below:

<u>Date</u>	<u>Amount</u>
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*Final Maturity]

[Each Five Thousand Dollars (\$5,000) principal amount shall be considered a separate bond for purposes of mandatory redemption. If less than an entire maturity is called for redemption, the bonds to be redeemed shall be selected by lot by the Registrar.]

Notice of such redemption shall be mailed to the address of the registered owners of the Bonds to be redeemed as shown on the registration records of the City, as of the date which is forty-five (45) days prior to such redemption date, not less than thirty (30) and not more than sixty (60) days prior to the date fixed for redemption, unless the notice is waived by the registered owner of the Bonds to be redeemed. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption may be

determined by the City. Interest on the Bonds called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named, and thereafter, such bonds shall no longer be protected by the Ordinance and shall not be deemed to be outstanding thereunder.

If this bond shall not be presented for payment or redemption on the date fixed therefor, the City may deposit in trust with the Paying Agent, an amount sufficient to pay such Bond or the redemption price, as the case may be, and thereafter the Registered Owner shall look only to the funds so deposited in trust for payment and the City shall have no further obligation or liability with respect thereto.

This bond is transferable or exchangeable only upon the books of the City kept for that purpose at the designated corporate trust operations office of the Registrar by the Registered Owner in person, or by his attorney duly authorized in writing, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the Registered Owner, or his attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount and of the same maturity shall be executed and delivered in the name of the transferee or to the Registered Owner, as the case may be, in exchange therefor. This bond may be transferred without cost to the Registered Owner except for any tax or governmental charge required to be paid with respect to the transfer. The City, the Registrar and the Paying Agent may treat and consider the person in whose name this bond is registered as the absolute owner hereof for all purposes, including for the purpose of receiving payment of, or on account of, the principal hereof and interest and premium, if any, due hereon.

This bond is subject to defeasance prior to redemption or payment as provided in the Ordinance referred to herein. **THE OWNER OF THIS BOND, BY THE ACCEPTANCE HEREOF, HEREBY AGREES TO ALL THE TERMS AND PROVISIONS CONTAINED IN THE ORDINANCE.** The Ordinance may be amended without the consent of the owners of the Bonds as provided in the Ordinance if the Common Council determines, in its sole discretion, that the amendment shall not adversely affect the rights of any of the owners of the Bonds.

The Bonds are issuable only in fully registered form in the denomination of [\$5,000] or any integral multiple thereof.

[A Continuing Disclosure Contract from the City to each registered owner or holder of any Bond, dated as of the date of initial issuance of the Bonds (the "Contract"), has been executed by the City, a copy of which is available from the City and the terms of which are incorporated herein by this reference. The Contract contains certain promises of the City to each registered owner or holder of any Bond, including a promise to provide certain continuing disclosure. By its payment for and acceptance of this bond, the registered owner or holder of this bond assents to the Contract and to the exchange of such payment and acceptance for such promises.]

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been executed by an authorized representative of the Registrar.

IN WITNESS WHEREOF, the City of Bloomington, in Monroe County, Indiana, has caused this bond to be executed in its corporate name by the manual or facsimile signature of the Mayor of the City, its corporate seal to be hereunto affixed, imprinted or impressed by any means and attested manually or by facsimile by its Controller.

CITY OF BLOOMINGTON

Mayor

(Seal)

ATTEST:

Controller

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds issued and delivered pursuant to the provisions of the within-mentioned Ordinance.

_____]

By _____
Authorized Representative

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ (insert name and address) the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints attorney to transfer the within bond on the books kept for the registration thereof with full power of substitution in the premises.
Dated: _____

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

Signature Guarantee:

NOTICE: Signature(s) must be guaranteed by a broker-dealer or a commercial bank or trust company.