NCDENR
North Carolina Department of Environment and Natural Resources
Division of Water Quality

Beverly Eaves Perdue
Governor

Coleen H. Sullins
Director

Dee Freeman
Secretary

February 18, 2011

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ms. Karen Mills, Finance Director
Town of Cary
PO Box 8005
Cary, North Carolina 27513

SUBJECT: Offer and Acceptance for a State Loan
Project No. CS370616-05
Western Wake Regional Water Reclamation Facility

Dear Ms. Mills:

The City of Cary has been approved for loan assistance from the Clean Water State Revolving Fund in the amount of $ 35,000,000.

Enclosed are two (2) copies of an Offer and Acceptance Document extending a State Revolving loan in the amount of $ 35,000,000. This offer is made subject to the assurances and conditions set forth in the Offer and Acceptance Document. Please submit the following items to the Construction Grants and Loans Section, 1633 Mail Service Center, Raleigh, North Carolina 27699-1633 within forty-five (45) days of receipt.

1. A resolution adopted by the governing body accepting the loan offer and making the applicable assurances contained therein. (Sample copy attached)

2. One (1) copy of the original Offer and Acceptance Document executed by the authorized representative for the project, along with the signed "Standard Conditions for the Federal SRF loans". **Retain the other copy for your files.**

3. Federal Identification Number of the Recipient (Memo attached)

Construction Grants and Loans Section
1633 Mail Service Center, Raleigh, North Carolina 27699-1633
Location: 2728 Capital Blvd. Raleigh, North Carolina 27604
Phone: 919-733-6900 \ FAX: 919-715-6229 Internet: www.nccgl.net

An Equal Opportunity \ Affirmative Action Employer

One NorthCarolina Naturally

On behalf of the Department of Environment and Natural Resources, I am pleased to make this offer of State Revolving Loan funds made available by North Carolina Clean Water Revolving Loan and Grant Act of 1987 and the Federal Clean Water Act Amendments of 1987.

Sincerely,

Daniel M. Blaisdell, P.E., Chief
Construction Grants & Loans Section

KA/sd

Enclosures

cc: Brown and Caldwell, Raleigh, NC
PMB
SRF

STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
DIVISION OF WATER QUALITY

State Loan or Grant Offer and Acceptance
This Offer must be accepted, if at all, within forty-five (45) days of receipt.
This Offer is made subject to the attached Standard Conditions and Assurances

Legal Name and Address of Award Recipient
Town of Cary
P.O. Box 8005
Cary, NC 27513

Account
Clean Water State Revolving Fund (SRF) ☒
State General (SRL) ☐
State Emergency Loan (SEL) ☐
High Unit Cost Grant (SRG) ☐
Technical Assistance Grant ☐

State Project Number: E-SRF-T-10-0256
Federal Project Number: CS370616-05
CFDA Number: 66.458

Project Description:
Western Wake Regional Water Reclamation Facility (18 MGD) Construction

Total Financial Assistance Offer:	**$ 35,000,000**	**Interest Rate:**	2.22% Per Annum
Total Project Cost:	$ 329,271,700	**Maximum Loan Term:**	20 Years
Closing Fee (2%):	$ 700,000		

Consideration having been given by the Department of Environment and Natural Resources to the application submitted by the applicant pursuant to North Carolina General Statute 159G, (1) the applicant is an eligible unit of government, (2) the project meets the eligibility criteria for a State Loan or Grant, and (3) the project has been approved and certified by the Department of Environment and Natural Resources as being entitled to priority for State financial assistance,
The Department of Environment and Natural Resources, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina: **Dee Freeman, Secretary**
North Carolina Department of Environment & Natural Resources

Signature: Chris Wallace Date: 2/7/11

On Behalf of: **Town of Cary**
Name of Representative in Resolution: _____
Title (Type or Print): _____

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this State Loan or Grant Offer and make the assurances and accept the conditions.

Signature _____ Date _____

STANDARD CONDITIONS FOR FEDERAL SRF LOANS

1. The recipient shall comply with all provisions of the following Federal laws and authorities (super cross-cutters):

   (a) Title VI of the Civil Rights Act of 1964 – 42 U.S.C. §2000d

   (b) CFR 35.3145(c) (Civil Rights laws) and provide completed EPA 4700-4 form

   (c) Section 13 of the Federal Water Pollution Control Act Amendments of 1972 – 33 U.S.C. §1251

   (d) Section 504 of the Rehabilitation Act of 1973 – 29 U.S.C. §794

2. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures.

3. Civil Rights and Labor Standard Requirements, and use of MBE (Minority Business Enterprise), WBE (Women's Business Enterprise), and Small Businesses:

   (a) Specific MBE/WBE (DBE) requirements are included in the SRF Special Conditions that are to be included in the contract specifications. Positive efforts shall be made by recipients, their consultants and contractors to utilize small businesses and minority-owned businesses for sources of supply and services. Such efforts should allow these sources the maximum feasible opportunity to compete for subagreements and contracts to be performed, utilizing Federal SRF funds. Documentation of efforts made to utilize minority and women-owned firms must be maintained by all recipients, consulting firms, and construction contractors, and made available upon request.

   (b) The recipient shall not award contracts to any firm that has been debarred for noncompliance from the Federal Labor Standards, Title VI of the Civil Rights Act of 1964, as amended, or any firm that appears on the EPA's list of debarred firms. The recipient shall also comply with 40 CFR 32. (Complete the Debarment Certification in the SRF Special Conditions)

   (c) The recipient shall require all prime construction contractors, as part of their bid, to certify that subcontracts have not and will not be awarded to any firm that has been debarred for noncompliance from the Federal Labor Standards, Title VI of the Civil Rights Act of 1964, as amended, or Executive Order 11246, as amended, or any firm that appears on the EPA's list of debarred firms. (Complete the Debarment Certification in the SRF Special Conditions for each Subcontractor)

   (d) The recipient shall require all contractors on the project to comply with the Department of Labor's Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-946), under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

4. Acquisition of Real Property:

   The recipient shall comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended, in regard to acquisition of

all real property, (including easements), for the project covered by this loan, and any resulting relocation of persons, businesses, or farm operations. See Assurance 8.

5. Prompt Payment and Payment Retainage:

   It is the policy of the State of North Carolina to make timely periodic loan disbursements to the recipient, and to require the recipient to make prompt periodic payment on subagreements. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the conditions of this loan and subsequent amendments;

   (a) The recipient agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.

   (b) The recipient agrees to include appropriate provisions in each construction contract, and to require the prime contractor to include them in all subcontracts, to implement this prompt payment requirement.

6. **The construction contract(s) requires the contractor to adhere to Davis Bacon and Related Acts Provisions and Procedures as listed in the Code of Federal Regulations Chapter 29 Part 5 Section 5 (29 CFR 5.5). Public Law pertaining to this is also enacted in Title 40, United States Code, Subtitle II Section 3141 through Section 3148.**

ASSURANCES

1. The recipient acknowledges that in the event that a milestone contained in the most recent Clean Water State Revolving Fund Intended Use Plan and/or the Notice of Intent to Fund is not met, this State Loan or Grant offer may be rescinded by the Department of Environment and Natural Resources.

2. The final plans and specifications have or will be approved by the Division of Water Quality and the applicant so notified, prior to the project being advertised or placed on the market for bids.

3. Eligible project expenses are as discussed in the North Carolina Clean Water SRF Program Guidance. Projects will not receive reimbursement for sales taxes. Sales taxes are deducted from project costs at the 90% milestone in accordance with the SRF Program Guidance.

4. The applicant agrees to construct the project or cause it to be constructed to final completion in accordance with the application and plans and specifications approved by the Division of Water Quality.

5. The construction contract(s) requires the contractor to furnish performance and payment bonds, each of which is in an amount of not less than one hundred percentum (100%) of the contract price; and to maintain during the life of the contract(s) adequate fire, extended coverage, workmen's compensation, public liability, and property damage insurance.

6. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.

7. Any change or changes in the approved plans and specifications or contract(s) which (has/have) made or will make any major alteration in the work required by the plans and specifications, or which increases the

cost of the project above the latest estimate approved by the Department of Environment and Natural Resources, was or will be submitted to the Division of Water Quality for approval.

8. The construction contract(s) provides that any duly authorized representative of the State will have access to the work whenever it is in preparation or progress, and that the contractor will provide proper facilities for such access and inspection. Further, any authorized representative of the State shall have access, for the purpose of audit and examination, to any books, documents, papers and records of the applicant that are pertinent to funds received under the Act; and the applicant shall submit to the Division of Water Quality such documents and information as it may require in connection with the project.

9. The applicant will provide and maintain competent and adequate engineering supervision and inspection of the project to insure that the construction conforms with the approved plans and specifications. Proof of adequate inspection is required as part of the Project Bid Information package.

10. The applicant shall demonstrate to the satisfaction of the Department of Environment and Natural Resources that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project prior to the authorization to award construction contracts. No loan disbursements will be made until clear site certificates are submitted.

11. At least thirty (30) days, shall be allowed from the first date of publication to the date of bid opening.

12. The Project Bid Information package, including MBE and WBE (DBE) requirements, must be submitted and approved prior to the State issuing an Authorization to Award letter. If the approval of the debt instrument for this loan is necessary for the applicant to award contracts, the completed Project Bid Information and supporting documentation must be delivered to the Division of Water Quality a minimum of twenty (20) days prior to the award of contracts.

13. The recipient shall not award any contracts for construction until the Authority to Award is given by the State. Doing so, will be at the risk of the award recipient.

14. Recipient acknowledges that no loan disbursements will be made until the contract documents are submitted and approved. The recipient shall notify the State when contracts are awarded.

15. The recipient shall conduct a preconstruction conference, if applicable, for each construction contract in cooperation with the State, and, in accordance with guidelines which shall be furnished by the State. The State shall be invited to the conference.

16. The Local Government Commission will forward the debt instrument after total project costs are established in the Authority to Award Letter. The applicant must execute the debt instrument a minimum of ten (10) days prior to the request of disbursement of loan funds.

17. Recipient acknowledges that no loan disbursements will be made on the engineering planning and design or construction phase services until the contracts are submitted and approved.

18. Recipient acknowledges that no loan disbursements will be made until the recipient has enacted the User Charge System and the Sewer Use Ordinance, as approved by the State.

19. Eligible small purchases estimated to exceed $10,000 require three informal bids for approval.

20. Recipient acknowledges that no more than ninety (90) percent of the loan may be disbursed before the final O&M Manual is submitted and approved.

21. Within thirty (30) days of the date of completion of the project, the applicant will make available to the Construction Grants Section staff all requested project closeout items including final costs for the purpose of making final adjustments to the Revolving Loan and debt instrument.

22. The recipient, one year after the completion of construction and initial operation of the wastewater facilities, shall certify whether or not such treatment works meet the design specifications and effluent limitations, according to the Division of Water Quality's Performance Certification Policy.

23. All principal payments will be made annually on or before May 1st. The first principal payment is due not earlier than six months after the original date of completion of the project. All interest payments will be made semiannually on or before May 1st and November 1st of each year. The first interest payment is due not earlier than six months after the original date of completion of the project.

24. In accordance with G.S. 159-26(b)(6), a capital project fund is required to account for all debt instrument proceeds used to finance capital projects. It is required that a capital project ordinance, in accordance with G.S. 159-13.2, be adopted by the governing board authorizing all appropriations necessary for the completion of the project. A copy of the approved ordinance must be submitted to this office before submitting the first reimbursement request.

25. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three (3) years following completion of the project.

26. Each Loan recipient will be required to submit an annual audit, prepared by an independent external auditor, in accordance with GS 159-34.

27. All funds loaned pursuant to North Carolina General Statute 159G shall be expended solely for carrying out the approved project and an audit shall be performed in accordance with G.S. 159-34, as amended. **The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State.** Please note that the State is not a party to the construction contract(s) and the loan recipient is expected to uphold its contract obligations regarding timely payment. See Standard Condition 5.

28. The applicant shall demonstrate to the satisfaction of the Department of Environment and Natural Resources its ability to pay the remaining or ineligible cost of the project.

Acknowledgement of Standard Conditions and Assurances.
The Applicant hereby gives assurance to the Department of Environment and Natural Resources that the declarations, assurances, representations, and statements made by the applicant in the application; and all documents, amendments, and communications filed with the Department of Environment and Natural Resources by the applicant in support of its request for a loan will be fulfilled.

.....	.....
Signature	Date

North Carolina Clean Water SRF Program Overview

Construction Grants & Loans Section Website: All required materials can be found on the Section website - ://portal.ncdenr.org/web/wq/cgls

Summary of the Application Process

- Submit Application by Deadline. Please review the attached information on eligible costs.
- Notice of Intent to Fund letters mailed within 30 calendar days. Section I, Funding Phase, applies. Recipients of this letter move on to the next three steps:
  - Engineering Report Submittal
  - Permitting/Plans & Specifications
  - Contracting- See sections II & III contracting, construction and reimbursements.

Description of Project Phases

I. FUNDING PHASE

A) Application

Applications for State Revolving Fund (SRF) loan assistance may be downloaded from the Construction Grants and Loans (CG&L) Section website. **The following forms, in addition to the 5 page Common Application Form, constitute a complete application package:**

- Complete signed DENR Appendix with appropriate boxes checked, Resolution with Certification of Recording Officer and Water and Sewer Rate Form (N/A for Stormwater Projects)
- Priority Point sheet with supporting documentation for the SRF program.
- Form LGC 108A (Download all LGC forms separately from the DENR website)
- Form LGC 108 C (Wastewater Projects) or LGC 108D or 108E (Stormwater Projects)
- **PLEASE NOTE – <u>an Engineering Report will only be required if your project is approved for funding.</u>**

The DENR Clean Water Appendix contains additional instructions, a Sample Resolution and the Water and Sewer Rate form. Local Government Commission (LGC) Forms 108A, and 108C, 108D or 108E as required may be downloaded separately from the same web page. The Priority Rating Sheet and Guidance are separate downloads from the DENR website.

Interest rates for loans are set on March 31st of each year at ½ the 20-year bond buyers index. The LGC sets the loan term with a maximum term of 20 years. The LGC meets on the first Tuesday of each month. **Applications that score enough points in the Priority Rating System will have their applications forwarded to the LGC during Engineering Report/Plans & Specs review.** This approval is required to ensure that the unit of government has the ability to repay borrowed funds.

B) Loan Offer

After approval of the Loan Application, CG&L prepares a formal Loan Offer. Two copies of the Loan Offer are mailed to recipients with several attachments. The loan recipient should sign and return one copy to CG&L with a resolution accepting the loan offer and keep the other copy for their files. The attachments should be carefully reviewed.
In the event of bids that exceed the project budget, a loan increase for up to 10% but not over $500,000 dollars can be authorized without approval of the LGC. Amounts above these require a new application to be submitted to CG&L for LGC approval. **The SRF 2% Closing Fee** is invoiced when bids are approved. It is due 30 days from when it is dated.

II. CONSTRUCTION CONTRACTING PHASE

A) Authority to Award (ATA)

The contracts may be advertised as soon as plans & specifications are approved and permits are issued. NC General Statutes require the project to be advertised for 7 days, however the Construction Grants & Loans section requires projects to be advertised for 30 days. For the initial advertisement period, three bids must be received in order for an award to be made. The Plans & Specifications approval letter has the Project Bid Information form attached. It and the other information described in it must be submitted to and approved by this office **before contracts can be awarded**. This information is as follows:

- Project Bid Information Form (Formerly the Project Review and Cost Summary Form), signed by authorized representative
- Bid tabulation, sealed by the consulting engineer
- Proposals of the successful bidders
- Tentative award resolution from loan recipient subject to CG&L's approval
- Proof of Advertisement
- Engineer's recommendation
- Debarment Certification
- MBE/WBE requirements. (Detailed guidance on the website)
- Other Documents Required:

  - ✓ **Sewer Use Ordinance and User Charge System** (Guidance on website).
  - ✓ **Engineering Contracts for Planning and Design and Construction Phase Services.** (Detailed Guidance later in this document)
  - ✓ **EPA 4700 compliance form** (found on website).
  - ✓ **Clear Site Certificates** (found on website).
  - ✓ **Inter-Municipal agreements if applicable.**
  - ✓ **Proof of Asset Management Plan Implementation if applicable.**

B) Construction Contract Document Approval

This is the last step before a promissory note will be drawn up and funds can be reimbursed. Approval of contracts requires the following:

- Contract must be fully executed
- Notice to Proceed must be executed by owner and contractor
- Bonds must be dated on or after contract date
- Original power of attorney must be dated on or after bonds
- Insurance must be current
- All documents must be bound with the specifications

III. CONSTRUCTION PHASE AND REIMBURSEMENTS

A) Inspections

Coordinate the Preconstruction Conference with the CG&L Inspector assigned to project.

B) Promissory Note

This enables funds to be disbursed for the project. This amount and what it covers, is detailed in the ATA letter.

C) Reimbursements - General Information ($$$)

- Forms can be found on our website.
- Please limit requests for reimbursement to one per month
- Checks are cut by the State only once per week.
- All items must be approved in advance before being reimbursed.
- One copy of the following information is required for reimbursements:
  - Reimbursement request form with original signature.
  - Contractor monthly estimates
  - Engineering invoices
  - Invoices for any other approved costs (force account, equipment, testing)
  - Eligible land cost reimbursement requires a receipt indicating fair market value has been deposited with the Court, an appraisal indicating fair market value, and a copy of an offer to purchase the land.
- Indicate cumulative totals on the reimbursement form
- As noted in the Loan Offer Assurances, sales taxes will be deducted from loan proceeds at the 90% milestone, but the Loan Recipient may opt to deduct them with each reimbursement request. Sales Taxes are reimbursed by the NC Department of Revenue.

D) First Payment

- Capital Project Ordinance required.
- The Promissory Note must be executed by the applicant and a copy received by the Section.
- First reimbursement request typically includes planning & design costs, bidding and other upfront costs.

E) **90% payment milestone**

- O&M manuals must be approved.
- All sales tax certificates must be submitted. Monthly tax reports should have been sent with reimbursements, but taxes are not withheld until now.

F) **95 % Milestone - Project Closeout and Final Reimbursement**

Final payment (or beyond 95%) requires submittal of the following:

- CG&L inspector must issue final inspection report signifying that project is complete and all concerns have been satisfied. A closeout checklist will have been presented prior to the final inspection.
- All final invoices showing zero retainage must be submitted.
- Engineer's and Owner certifications.
- Signed Closeout Checklist.
- All of the "Other Items Required" listed under the Authority to Award section of this guidance must be submitted and/or approved as appropriate.

IV. REPAYMENT PHASE

Repayments will be reflected in the final promissory note and will be for the actual funds borrowed. Repayments by the recipient begin on the May 1st or the November 1st that is between 6 months and 12 months after original project completion in the notice to proceed. The May 1st payment includes principal and interest and the November 1st payment is only interest. **Interest begins to accrue from the date of completion on the Notice to Proceed.** (i.e., no interest during the originally planned construction period) For multi-prime contracts the General contract will be used to set this date.

Eligible Expenses

Generally, project eligibility is defined under Sections 212, 319 and 320 of the Clean Water Act. This has historically excluded collection systems intended only to serve growing areas. In 2007, EPA issued the "White Paper" which explored eligible costs in an effort to increase the flexibility of what the SRF program can fund.

Anything to be reimbursed must be approved by this office. This includes formal construction bids, small purchases, engineering contracts and engineering amendments, and change orders.

I. Construction Projects

A. Project elements not essential for treating wastewater are not eligible .

B. If preference is given to a brand, it must be bid as a preferred alternate and any cost increase above the base bid is not eligible.

C. The SRF will pay to restore project related items such as road patching, sidewalks and seeding.

II. Engineering and Technical Services

A. Planning and Design Contracts

- Calculated after bids using the bid prices and EPA allowance curves
- Must include task descriptions
  1. Planning Tasks
     - Facility Plan/Engineering Report preparation.
     - Environmental Assessment
     - Preliminary Planning
     - Preliminary Design
     - User Charge System
     - Alternative Analysis
  2. Design Tasks
     - Surveying for Plan Map (may be pulled out from design curve with sufficient justification)
     - Final Design
  3. Other (not included in allowance but need quotes to pay)
     - Soils Report (Geotechnical Report)
     - Hydro-geologic Report (For facilities that land apply)
     - Any mark-up by primary A/E is still subject to the allowance curve.

B. Construction Administration and Inspection

- Price should be cost plus fixed fee or per diem with a ceiling. This fee schedule should be in the contract.
- Task Description should be included
- Note - Invoices must included hours, rate and task
- Time Frame for Performance included
- Payment provisions included
- Loan Administration contracts (COG's, etc.). Hourly rate are not required but
- a task description or list of services is required and a fee ceiling.
- Contract must be amended to pay beyond the ceiling. Must be a corresponding change order.

- Inspection fees are only eligible when they cover eligible construction work. This applies to change orders too.
  1. Construction Administration typical tasks
     - Attend various meetings and conferences
     - Provide copies of plans and specs for owner an contractor
     - Sometimes bidding, addenda, tabulation of bids, recommendation, sometimes this is broken out separately
     - Review shop drawings
     - Review field tests
     - Interpret intent of drawings
     - Establish benchmarks (but not actual staking)
     - Preconstruction Conference
     - Review of Payment Applications
     - Prepare Change Orders
     - Coordinate with DWQ
     - Sometimes O&M manual included here
     - Provide As-Builts to the owner
     - Start-up sometimes included here

C. Other items broken out separately. These may be paid as lump sums
- Bidding
- Construction Testing Services (Concrete, Geotechnical etc.)
- Record Drawings
- TV and Clean
- Startup Services
- O&M Manuals

D. Engineering Amendments
- Typically if the days in the associated change order were deemed eligible then the associated days in the amendment are eligible for reimbursement. When change order work is not the reason for an amendment, a case by case decision will be made.

III. Other Eligible Costs

- Legal - Legal fees for contract review and for advertisements etc.
- Real Property-**SRF** pays costs associated with real property acquisition but <u>not</u> the cost of the real property itself unless it is integral to wastewater treatment (e.g. land for spray irrigation). Costs for appraisals shall be limited to $1,000. This is based on typical market rates and may be adjusted from time to time. This limit is deemed high enough to account for MAI status, commercial properties, availability of an appraiser, etc.
- Soil Testing - Will pay up to $10,000 in invoices w/o requiring a contract. (when not performed by the engineer). Can also be approved as part of the engineering contract.
- Preparation of applications and permits required by Federal, State or local regulations or procedures. (40 CFR Pt 35, Subpt. I, App A, H, 2, b.) Permits imposed by the local unit such as building permits are <u>not</u> eligible.

FEDERAL ID REQUEST MEMO

TO: All Loan and Grants Recipients

SUBJECT: Federal Identification Number

Please be advised that all local government units receiving grant or loan funds from the State of North Carolina must supply their Federal Identification Number to this office upon acceptance of your loan/grant offer. Therefore, please provide the information below and return to:

Mr. Michael Adamio
Construction Grants and Loans Section
Division of Water Quality
1633 Mail Service Center
Raleigh, North Carolina 27699-1633

RECIPIENT:

PROJECT NUMBER:

FEDERAL IDENTIFICATION NUMBER:

(Suggested Format)

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects, and

WHEREAS, the North Carolina Department of Environment and Natural Resources has offered a (State Revolving Loan, Grant, or State Bond Loan) in the amount of $_____ for the construction of (project description), and

WHEREAS, the (unit of government) intends to construct said project in accordance with the approved plans and specifications,

NOW, THEREFORE, BE IT RESOLVED BY THE (GOVERNING BODY) OF THE (UNIT OF GOVERNMENT):

That (unit of government) does hereby accept the (State Revolving Loan, Grant, or State Bond Loan) offer of $_____.

That the (unit of government) does hereby give assurance to the North Carolina Department of Environment and Natural Resources that all items specified in the (loan or grant) offer, Section II - Assurances will be adhered to.

That (name and title of authorized representative), and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That (unit of government) has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the (date adopted) at (place), North Carolina.

(Signature of Chief Executive Officer)

Date

REIMBURSEMENT REQUEST FORM

Division of Water Quality **Project No._____**

Construction Grants & Loans Section

Period Covered by this Report - From _____ To _____ **SRF - Federal, ARRA SEL,SRL,SRG,-State**

Recipient Organization

Name: **Payment No._____**

Address: **Page No._____ of _____**

City, State & Zip:

Status of Funds

Please Label Each Column
Use separate column for each contract.
Use additional sheets if needed.
Use a "Misc." column if needed.

Example Column Labels

Classification of	*Engineer* A	*Contract #1, ABC Const. Co.* B	*Contract #2, XYZ Utility Inc.* C	Total
Admin & Legal				
Land Costs				
Design Fees (Allowance)				
Engr's Fees Admin				
Inspection Fees				
Construction Cost				
Equipment				
Misc.				
Deductions (income)				
Total Cumulative to date				
Previous Received				
Amount Requested				
Percent Complete				

Certification

I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with terms of the project and that the request for payment represents the monies due which have not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award.

I further certify that the _____ will expend all of the requisitioned loan proceeds for the purpose of paying costs of the project within three (3) banking days after receipt of such funds from the state.

Further, I certify that Davis Bacon Requirments for SRF Projects have been met, and that Certified Payroll records are being submitted by the contractor and kept on file by engineer and owner.

_____ **Recipient**

_____ **Signature of Authorized Representative** **Date**

_____ **Type or Print Name and Title**