

CITY OF WHITE HOUSE
Board of Mayor and Aldermen Agenda
Special Session
August 17, 2009
5:00 p.m.

1. Call to Order by the Mayor
2. Roll Call
3. New Business
 1. Board consideration of the following resolution:
 - A. **Resolution 09-16** – A resolution authorizing and providing for the financing of the construction of a wastewater facilities project, including authorizing the execution of applications, contractual agreements, and other necessary documents, and making certain representations, certifications, and pledges of certain revenue in connection with such financing.
4. Adjournment

Memo

TO: Board of Mayor and Alderman
Angie Carrier, City Administrator

FROM: Bill K. Crusenberry, Director of Wastewater

DATE: August 13, 2009

SUBJECT: Clean Water State Revolving Fund (CWSRF) Loan with
American Recovery and Reinvestment Act of 2009 (ARRA)
Funding for the Cope's Crossing Lift Station and Removal of
the Tyree Springs Lift Station

I would like to request approval to enter in to this loan agreement. This project has been budgeted for completion within the 2009-2010 budget year. Our actual fixed interest rate will be 50% of the amount determined at closing based on the Bond Buyers Index (BBI) on that day.

I would be happy to answer any questions you may have. Thank you.



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
State Revolving Fund Loan Program
L&C Tower, 8th Floor
401 Church Street
Nashville, TN 37243

August 11, 2009

The Honorable John Decker, Mayor
City of White House
Wastewater Plant
725 Industrial Drive,
White House, TN 37188

RE: Loan Package
City of White House (Robertson and Sumner Counties), Tennessee
CWA 2009-246, New Pump station and Collector at Copes Crossing to eliminate the
Tyree Springs Lift Station.

Dear Mayor Decker:

Enclosed for your review and signature is a completed Loan Package for the City of White House's American Recovery and Reinvestment Act (ARRA) Clean Water State Revolving Loan. Please sign and return the entire loan package to me at the above address. **Please do not retype these documents. Also for your convenience, the signature pages were tabbed.** Please refer to the enclosed Loan Application Guidance sheet for instructions on completing the loan package. **Please return the completed loan package to SRF by 10:00 A.M. on August 18, 2009.**

If you have any questions, please contact me at (615) 532-0501 or "Bagher.Sami@tn.gov".

Sincerely,

A handwritten signature in cursive script, appearing to read "Bagher Sami".

Bagher Sami, Ph.D., Manager
State Revolving Fund Loan Program Administrative Section

Enclosure: Loan Package

ARRA/SRF REVOLVING FUND LOAN PROGRAM

Items to be Submitted for a Loan

Technical

1. Planning Document (Please see the attached Suggested Outline for the Facilities Plan.)

Administrative

1. One **original letter** from the loan recipient's authorized representative **requesting a specified loan amount**, including a brief project description, and the projected construction start and end dates. (Please see the attached format for the **Letter of Request for a Loan***.)

2. **ARRA/SRF Loan Application Package**

PLEASE NOTE: As a service to the loan recipient, the application package will be prepared by the SRF Loan Program's administrative staff and submitted to the loan applicant for signatures in designated places.

- a. Three originals of the **ARRA/SRF Authorizing Resolution*** approving the loan recipient's request for an **ARRA/SRF loan**

The Resolution must be approved and passed before the local government can complete the loan application process.

- b. Three originals of the **ARRA/SRF Application for Project Loan*** signed by the loan recipient's authorized representative (dated on or after the date of the Authorizing Resolution)

- c. Three originals of the **ARRA/SRF Revolving Fund Loan Agreement* or Amendment*** (dated on or after the date of the Authorizing Resolution)

- d. Three originals of the ARRA February 17, 2010 Construction Certification

- e. Three originals of the ARRA Section 1511 Certification

PLEASE NOTE: The following items must be prepared by the loan applicant and submitted with the loan application package.

- f. One original of the **ARRA/SRF Revolving Fund Loan Budget/Re-budget Form*** signed by either the loan recipient's authorized representative or the consulting engineer

- g. Three originals of the **General Certificate*** duly executed, witnessed, and sealed as required by Paragraph 9 of the Loan Agreement (dated on or after the adopted dates of the rate resolutions and the Authorizing Resolution)

- h. One original of the **ARRA/SRF Attorney* Opinion Letter Form** as required by Paragraph 9 of the Loan Agreement (dated on or after the date on the Loan Agreement or Amendment)

- i. One original of the **ARRA/SRF Engineer* Opinion Letter Form** (from a licensed, professional engineer or certified public accountant) as required by Paragraph 9 of the Loan Agreement (dated on or after the date on the Loan Agreement or Amendment) regarding the reasonableness of project costs, the sufficiency of user charges, and the estimated date of construction completion

3. One original of EPA's **Preaward Compliance Review Report*** (Form 4700-4) signed by the loan recipient's authorized representative

4. Project schedule from the consulting engineer (Please see the attached **ARRA/SRF Project Schedule Format***.)

5. One original of the **Representation of the Local Government as to Loans / State-Shared Taxes*** signed by the loan recipient's authorized representative

6. One copy of the loan recipient's service agreement with the engineering firm

Financial

1. Audited financial statements for the most current three years and any projected financial information currently available.

2. Three originals of the existing, adopted user rate resolution **or** three originals of the proposed user rate resolution.

If user rates are increased in stages, a resolution must be adopted stating that the proposed rate increases are sufficient to repay the loan. The final stage of the user rate increases does not have to be implemented until the completion of the project.

AUTHORIZING RESOLUTION 916

RESOLUTION AUTHORIZING AND PROVIDING FOR THE FINANCING OF THE CONSTRUCTION OF A WASTEWATER FACILITIES PROJECT, INCLUDING AUTHORIZING THE EXECUTION OF APPLICATIONS, CONTRACTUAL AGREEMENTS, AND OTHER NECESSARY DOCUMENTS, AND MAKING CERTAIN REPRESENTATIONS, CERTIFICATIONS, AND PLEDGES OF CERTAIN REVENUE IN CONNECTION WITH SUCH FINANCING.

WHEREAS, the City of White House is a public and governmental body in White House, Tennessee (the "Local Government"); and

WHEREAS, the Local Government has determined that it is necessary and desirable to undertake certain activities or tasks in connection with a wastewater facilities project, Department of Environment and Conservation Number CWA 2009-246 (the "Project"), in and for the Local Government; and

WHEREAS, Tennessee Code Annotated, Section 68-221-1001 *et. seq.*, provide for the lending of moneys in the wastewater facilities Revolving Loan Fund to Local Governments for the purpose of providing funds for Project Loans; and

WHEREAS, the local Government has determined that it is necessary and advisable to borrow funds for the Project pursuant to these sections.

NOW, THEREFORE, be it resolved as follows:

Section 1. Local Government hereby approves the creation of indebtedness on behalf of the Local Government in the principal amount of ONE MILLION DOLLARS (\$1,000,000) by the obtaining of a Project Loan.

Section 2. The execution and delivery of the Application for a Project Loan in the principal amount of ONE MILLION DOLLARS (\$1,000,000) for the purpose of funding all or a portion of the total estimated cost of the Project ONE MILLION DOLLARS (\$1,000,000), by John Decker, the Mayor of the Local Government, is hereby ratified and approved in all respects.

Section 3. Except as provided in Section 4, a portion of the ARRA funding for the Project Loan shall be forgiven by the State. The principal forgiven shall be \$400,000.

Section 4. The form, terms, and provisions of the agreement for the Project Loan among the Local Government, the Tennessee Department of Environment and Conservation and the Tennessee Local Development Authority (the "Loan Agreement"), as presented at this meeting, are hereby approved. It is acknowledged that the Project Loan includes funding from the American Recovery and Reinvestment Act (ARRA). In order to qualify for the ARRA funding, construction must have begun or all project contracts must be signed by February 17, 2010. Failure to comply with this requirement shall result in the immediate termination of the loan agreement. All funds, which have been disbursed under this loan agreement, shall be repaid within ninety (90) days of receipt of the NOTICE OF TERMINATION of the loan from the Authority and Department. Determination by the Authority and the Department of such failure shall be conclusive.

Section 5. The Local Government hereby agrees to honor and accept the method of financing as may be determined by the Authority pursuant to the Loan Agreement.

Section 6. The Local Government hereby agrees to make the monthly payments on the Project Loan in accordance with the Payment Schedule to be attached to the Loan Agreement.

Section 7. The Local Government hereby agrees to levy fees, rates or charges for services provided by the Project and/or to levy ad valorem taxes sufficient to pay the interest on and principal of the Project Loan in accordance with the Loan Agreement. The Local Government also agrees to levy fees, rates, or charges and/or ad valorem taxes sufficient to pay the cost of operation and maintenance of the wastewater system of which the Project is a part, which cost shall include depreciation and all other debt service expense of the system.

Section 8. The Local Government assigns and pledges its State-Shared Taxes to the State and consents to the withholding and application of State-Shared Taxes in the event of failure by the Local Government to remit monthly payments in accordance with the terms of the Loan Agreement, as the Loan Agreement may be supplemented or amended from time to time.

Section 9. The Local Government hereby agrees that there are no local pledges of State-Shared Taxes other than those disclosed.

Section 10. The Local Government hereby agrees to obtain alternative methods of financing for all costs necessary for the completion of the Project which are in excess of the combined financing provided by any agency of the United States Government and by the Tennessee Local Development Authority.

Section 11. The Mayor of the Local Government is authorized and directed to execute the Loan Agreement, and any amendments or supplements to the Loan Agreement, in the name and behalf of the Local Government; to deliver such documents to the other parties to such documents, such execution and delivery to be conclusive proof of the approval of the Local Government of such documents; and to take such further action and to execute and deliver such further instruments or documents as such officer may consider necessary or advisable in connection with the Loan Agreement. Provided, however, this resolution shall not be deemed to grant authority to the named officer to approve any increase in the amount of the Project Loan.

Section 12. All orders, resolutions, or ordinances in conflict with this resolution be and the same are repealed insofar as such conflict exists. This resolution shall become effective immediately upon its passage.

Duly passed and approved this 17th day of August, 2009.

John Decker, Mayor

WITNESS:

(Affix Seal As Appropriate)

(Name and Title)

Section 6. The Local Government hereby agrees to make the monthly payments on the Project Loan in accordance with the Payment Schedule to be attached to the Loan Agreement.

Section 7. The Local Government hereby agrees to levy fees, rates or charges for services provided by the Project and/or to levy ad valorem taxes sufficient to pay the interest on and principal of the Project Loan in accordance with the Loan Agreement. The Local Government also agrees to levy fees, rates, or charges and/or ad valorem taxes sufficient to pay the cost of operation and maintenance of the wastewater system of which the Project is a part, which cost shall include depreciation and all other debt service expense of the system.

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John Decker, Mayor

WITNESS:

(Affix Seal As Appropriate)

(Name and Title)

CHECK ONE

 X CWA/CGA
 DWA/DGA

**STATE REVOLVING FUND PROGRAM
APPLICATION FOR ARRA/SRF PROJECT LOAN**

Tennessee Department of Environment and Conservation
State Revolving Fund Loan Program
8th Floor, L & C Tower
Nashville, Tennessee 37243
Telephone (615) 532-0445

TO BE FILLED IN BY SRFLP OFFICE:

CWA 2009-246

Project Number
\$1,000,000

Loan Amount
\$400,000

Amount of Principal Forgiveness
20

Term of Loan in Years

Bond Buyer Index Rate and Date

Loan Interest Rate

Loan Approval by Department (date)
COMMISSIONER, DEPARTMENT OF
ENVIRONMENT & CONSERVATION

City of White House

LEGAL NAME OF APPLICANT
725 Industrial Drive

Address
White House, TN 37188

City / State and Zip Code

hereby makes application for a Project Loan to fund the following described activities or tasks concerning a facility (the "Project").

Project Description: The proposed project consists of the construction of approximately 700 linear feet (LF) of 12-inch diameter gravity sewer, approximately 1,800 LF of 10-inch diameter gravity sewer, approximately 2,500 LF of 8-inch diameter forcemain, approximately 16 manholes, and a new duplex sewer lift station at Copes Crossing to replace the existing Tyree Springs sewer lift station.

The entire scope of the Project is estimated to cost: \$ 1,000,000
 Amount of ARRA/State Revolving Fund Loan Requested: \$ 1,000,000
 Requested Term of Loan (not to exceed 20 years): 20 years

PROGRAM LOANS THE TOTAL AMOUNT OF OUTSTANDING OR APPLIED FOR PROGRAM LOANS UNDER THE HEALTH LOAN PROGRAMS OF THE TENNESSEE LOCAL DEVELOPMENT AUTHORITY IS:

\$ -0-

PROJECT LOANS THE TOTAL AMOUNT OF OUTSTANDING OR APPLIED FOR PROJECT LOANS UNDER THE STATE REVOLVING LOAN FUND IS: (this application excluded)

\$ 2,777,945

STATE-SHARED TAXES PLEDGED TO PAYMENT OF OUTSTANDING OBLIGATIONS OF THE LOCAL GOVERNMENT UNIT IN ADDITION TO THE PROGRAM LOANS AND PROJECT LOANS LISTED ABOVE:

TYPE OF TAX*	AMOUNT PLEDGED
Sales	\$ <u>0</u>
Gasoline	\$ <u>0</u>
Beer	\$ <u>0</u>
TVA Replacement	\$ <u>0</u>
Mixed Drink	\$ <u>0</u>
Alcoholic Beverage	\$ <u>0</u>
Income Tax	\$ <u>0</u>

***FOR U.D. NEED RECITAL OF ALL PRIOR LIENS**

John Decker, Mayor

 (Typed) Name and Title of Authorized Representative

Signature

August 17, 2009
 Date

(Revised June 98)

Project Description: The proposed project consists of the construction of approximately 700 linear feet (LF) of 12-inch diameter gravity sewer, approximately 1,800 LF of 10-inch diameter gravity sewer, approximately 2,500 LF of 8-inch diameter forcemain, approximately 16 manholes, and a new duplex sewer lift station at Copes Crossing to replace the existing Tyree Springs sewer lift station.

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Alcoholic Beverage	\$ <u>0</u>
Income Tax	\$ <u>0</u>

***FOR U.D. NEED RECITAL OF ALL PRIOR LIENS**

John Decker, Mayor
 (Typed) Name and Title of Authorized Representative

Signature

August 17, 2009
 Date

(Revised June 98)

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\$ -0-

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Alcoholic Beverage	\$ <u>0</u>
Income Tax	\$ <u>0</u>

***FOR U.D. NEED RECITAL OF ALL PRIOR LIENS**

John Decker, Mayor
 (Typed) Name and Title of Authorized Representative

 Signature

August 17, 2009
 Date

(Revised June 98)

REVOLVING FUND LOAN AGREEMENT

This Agreement is among the Tennessee Department of Environment and Conservation (the "Department"), the Tennessee Local Development Authority (the "Authority") and the City of White House (the "Local Government"), which is a Tennessee governmental entity authorized to own, operate, and manage wastewater facilities. The purpose of this agreement is to provide for the financing of all or a portion of a wastewater facility (the "Project") by the Local Government. The Local Government submitted an application for the financing dated August 17, 2009 which is made by reference a part of this Agreement.

1. DEFINITIONS. Unless the context in this Agreement indicates another meaning, the following terms shall have the following meaning:
 - (a) "Agreement" means this agreement providing financing for the Project from the Fund;
 - (b) "ARRA" means the American Recovery and Reinvestment Act of 2009, and rules and regulations promulgated there under.
 - (c) "Clean Water Act" means the Water Pollution Control Act of 1972, PL 92-500, 33 U.S.C. Sections 1251 et seq., as amended, and rules and regulations promulgated thereunder;
 - (d) "Facility" means either a wastewater facility or a water system;
 - (e) "Fund" means:
 - (1) For wastewater projects, the wastewater revolving loan fund created by the Tennessee Wastewater Facilities Act of 1987, TCA Sections 68-221-1001, et seq., and rules and regulations promulgated thereunder, or
 - (2) For water projects, the drinking water revolving loan fund created by the Drinking Water Revolving Loan Fund Act of 1997, TCA Sections 68-221-1201, et seq., and rules and regulations promulgated thereunder;
 - (f) "Local Government" means the governmental entity borrowing under this Agreement described in (1) TCA Section 68-221-1003(7)(A), as amended, if a wastewater facility and (2) TCA Section 68-221-1203(6), as amended, if a water system.
 - (g) "Program Loan" and "Loan Program Agreement" have the meanings established by TCA Section 4-31-102, as amended;
 - (h) "Project" means the activities or tasks concerning a facility described in the Application to be financed pursuant to this Agreement;
 - (i) "Project Cost" means the total amount of funds necessary to complete the Project;
 - (j) "Project Loan" means the moneys loaned from the fund to finance the Project and required to be repaid pursuant to this Agreement;
 - (k) "Safe Drinking Water Act" means the Safe Drinking Water Act, Title XVI of Public Health Service Act, 42 U.S.C. Sections 300f et seq., as amended, and rules and regulations promulgated thereunder;

- (l) "State" shall mean the State of Tennessee acting through the Department and the Authority, jointly or separately, as the context requires;
- (m) "State-Shared Taxes" has the meaning established by TCA Section 4-31-102, as amended; and
- (n) "Unobligated State-Shared Taxes" means the total amount of State-Shared Taxes received by the Local Government in the prior fiscal year of the State as shown by the latest completed audit for the State's fiscal year, after deducting the amount of such State-Shared Taxes applied to other indebtedness of the Local Government in such fiscal year.

2. PROJECT

- (a) Description. A description of the Project is contained in the Application.
- (b) Funding Sources. The Local Government estimates the Project Cost to be **\$1,000,000** which is expected to be funded as follows:

(1) State Revolving Loan	\$500,000
(2) ARRA Funds*	\$500,000
(3) Local Funds	-0-
(4) Other Funds:	-0-
TOTAL	\$1,000,000

3. LOAN

- (a) Loan and use of proceeds. The State shall lend to the Local Government from moneys available in the Fund an aggregate principal amount not to exceed **ONE MILLION DOLLARS (\$1,000,000)** (the "Project Loan") to bear interest as described in (b) below. The loan shall be used by the Local Government for completion of the Project described in the Application and in accordance with plans and specifications and special conditions, approved and required by the Department. Interest on the portion of the Project Loan from other than ARRA funds will begin to accrue upon the first disbursement of the Project Loan pursuant to Section 5 hereof.
- (b) Interest rate. The rate of interest for this Project Loan is that rate established by the Authority at the meeting at which this loan is approved and stated on the payment schedule which is incorporated into this Agreement and attached hereto.
- (c) Payment schedule. The Local Government expressly agrees to make all payments of principal and interest in accordance with the Payment Schedule, including the form of payment (currently electronic funds transfer), as it is from time to time revised by the State. A revision of the Payment Schedule shall not be deemed to be an amendment of this Agreement.

*See section 4(d)

4. REPAYMENT OF PROJECT LOAN.

- (a) Payments. The Local Government promises to repay to the order of the State the Project Loan plus interest, payable in installments on the 20th day of each month in accordance with the Payment Schedule established by the Authority. The Payment Schedule will require payments of interest to begin after the first disbursement pursuant to Section 5 of this Agreement. The Payment Schedule will require repayments of principal to begin either (1) within ninety (90) days after the Project is completed, or, if the Project consists solely of planning, replanning, or design work, after the Project is complete; or (2) within one hundred twenty (120) days after ninety percent (90%) of the Project Loan has been disbursed, whichever event occurs earlier. Each payment of interest and/or repayment of principal shall be by electronic funds transfer. Provided, however, the Authority may agree in the instance of a newly created water system to defer the commencement of principal repayment for no more than one year after the Project is completed.
- (b) Reduction. The Project Loan, and the required payments made pursuant to the Payment Schedule, shall be reduced to reflect:
- (1) Funding not listed in Section 2(b) which subsequently becomes available, or
 - (2) The amount actually disbursed by the State to the Local Government pursuant to the Agreement as the Project Loan.
- If any of the conditions set out above shall occur, a new Payment Schedule reflecting such changes shall be submitted to the Local Government to be attached to this Agreement, superseding any previous schedules.
- (c) Prepayment. The Local Government, at its option, may prepay all or any portion of the Project Loan.
- d) Principal Forgiven. Except as provided in Section 4(e), a portion of the ARRA funding for the Project Loan shall be forgiven by the State. The principal forgiven shall be \$400,000.
- (e) Acceleration. If the local government fails to begin construction or have all project contracts signed by February 17, 2010, then this Agreement shall terminate and ALL funds which have been disbursed shall be repaid to the State within ninety (90) days of receipt of notice of termination of the Agreement. The determination by the Authority and the Department of such failure by the local government shall be conclusive.

5. DISBURSEMENT OF PROJECT LOAN. Each request by the Local Government for disbursement of the Project Loan shall constitute a certification by the Local Government that all representations made in this Agreement remain true as of the date of the request and that no adverse developments affecting the financial condition of the Local Government or its ability to complete the Project or to repay the Project Loan plus interest have occurred since the date of this Agreement unless specifically disclosed in writing by the Local Government in the request for disbursement. Submitted requests for disbursement must be supported by proper invoices and other documentation required by and acceptable to the Department and the Authority.

After the Department has certified and the Authority has approved a request for disbursement, the Authority will disburse the Project Loan during the progress of the Project. Each disbursement shall be by electronic funds transfer or such other form of payment as specified in the Payment

Schedule and shall be equal to that portion of the unpaid principal amount incurred to the date of the Local Government's request for disbursement. No more than 90% of the Project Loan shall be paid to the Local Government prior to the time the construction of the Project has been completed, the facilities constituting the Project are in the opinion of the Department in proper operation, and the Project has been approved by the Department; at that time the remaining 10% of the Project Loan may be paid to the Local Government. Provided, however, that if this Project Loan is for planning or replanning and design, payments may be made prior to the completion of construction of the Project for the full amount of costs associated with the planning or replanning and design.

6. AMENDMENT.

- (a) Increase in Project Loan. If the final Project Cost is greater than is estimated in Section 2(b), then the Project Loan may be increased by a subsequent agreement executed by the parties hereto (the amount of such increase may be subject to a different interest rate) if the following conditions are fulfilled:
- (1) Amounts in the Fund are authorized and available for such increase;
 - (2) The increased Project Loan otherwise meets the applicable statutory requirements and the regulations adopted thereunder; and
 - (3) Such increase in this Project Loan does not result in any violation or breach of any contract, resolution or ordinance of the Local Government.
- (b) Other Amendments and Modifications. Any other amendment or modification of this Agreement must first be approved by the Authority and must be in writing executed by the parties hereto.

7. REPRESENTATIONS AND COVENANTS OF LOCAL GOVERNMENT. The Local Government hereby represents, agrees and covenants with the State as follows:

- (a) To construct, operate and maintain the Project in accordance, and to comply, with all applicable federal and State statutes, rules, regulations, procedural guidelines, and grant conditions;
- (b) To comply with the Project schedule, plans and specifications, and any and all special conditions established and/or revised by the Department;
- (c) To commence operation of the Project on its completion; and not to contract with others for the operation and management of or to discontinue operation or dispose of the Project without the prior written approval of the Department and the Authority;
- (d) To provide for the Local Government's share of the cost of the Project;
- (e) To advise the Authority before pledging or encumbering its State Shared Taxes;
- (f) To comply with applicable federal requirements including the laws and executive orders listed and referenced on Exhibits B and C to this Agreement;
- (g) To advise the Department before applying for federal or other State assistance for the Project;
- (h) To establish and maintain adequate financial records for the Project in accordance with generally accepted government accounting principles; to cause to be made an annual audit

acceptable to the Comptroller of the Treasury of the financial records and transactions covering each fiscal year; and to furnish a copy of such audit to the Authority. In the event of the failure or refusal of the Local Government to have the annual audit prepared, then the Comptroller of the Treasury may appoint an accountant or direct the Department of Audit to prepare the audit at the expense of the Local Government;

- (i) To 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;
 - (j) To abide by and honor any further guarantees or securities as may be required by the State which are not in conflict with State or federal law;
 - (k) To do, file, or cause to be done or filed, any action or statement required to perfect or continue the lien(s) or pledge(s) granted or created hereunder;
 - (l) To establish and collect, and to increase, user fees and charges and/or increase or levy, as the case may be, ad valorem taxes as needed to pay the monthly installments due under this Agreement, as well as the other costs of operation and maintenance including depreciation and debt service of the system of which the Project is a part.
8. SECURITY AND DEFAULT. As security for payments due under this Agreement, the Local Government pledges users fees and charges and/or ad valorem taxes, and covenants and agrees that it shall increase such fees or increase or levy, as the case may be, ad valorem taxes as needed to pay the monthly installments due here under, as well as the other costs or operation and maintenance of the system, including depreciation. The Local Government covenants to establish and collect such fees and taxes and to make such adjustments to raise funds sufficient to pay such monthly payments and costs but to create only a minimum excess.

The Local Government further pledges such other additional available sources of revenues as are necessary to meet the obligations of the Local Government under this Agreement.

As further security for this Project Loan, the Local Government pledges and assigns subject to the provisions herein its Unobligated State-Shared Taxes in an amount equal to the maximum annual debt service requirements under this Agreement. In the event the Local Government fails to remit the monthly payments as established in the Payment Schedule, the Authority shall deliver by certified mail a written notice of such failure to the Local Government within 5 days of such failure. In the event the Local Government shall fail to cure payment delinquency within 60 days of the receipt of such notice, the Authority shall so notify the Commissioner of Finance and Administration of the State of Tennessee of the default of the Local Government and the assignment of Unobligated State-Shared Taxes under this Agreement. Upon receipt of such notice, the Commissioner shall withhold such sum or part of such sum from any State-Shared Taxes which are otherwise apportioned to the Local Government and pay only such sums necessary to liquidate the delinquency of the Local Government to the Authority for deposit into the fund. The Local Government acknowledges that it has no claim on State-Shared Taxes withheld as permitted under this Agreement.

9. CONDITIONS PRECEDENT. This Agreement is further conditioned on the receipt of the following documents, in form and substance acceptable to the Authority, if applicable, on or before the date of the first disbursement of the Project Loan; each document is to be dated or certified, as the case may be, on or before the date of the first disbursement of the Project Loan:

- (a) A general certificate of the Local Government certifying the resolution or ordinance authorizing the Local Government to enter into this Agreement, the resolution or ordinance authorizing the rate and fee structure for the users of the system, and other matters;
 - (b) An opinion of the Attorney or Special Counsel to the Local Government to the effect that:
 - (1) The Local Government has been duly created and is validly existing and has full power and authority (under its Charter and By-laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of this Agreement;
 - (2) This Agreement is duly executed and constitutes a valid and binding contract of the Local Government, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium or similar laws affecting the enforcement of creditors rights generally;
 - (3) This Agreement is not in conflict in any material way with any contracts or ordinances of the Local Government; and
 - (4) There is no litigation materially adversely affecting this Agreement or the financial condition of the Local Government.
 - (c) An opinion of a licensed engineer or certified public accountant as to the sufficiency of the rates, fees and charges to meet costs of operation and maintenance, including depreciation and all debt service of the Local Government in Paragraph 7(l);
 - (d) An opinion of a licensed engineer as to the reasonableness of the project costs and as to the estimated completion date of the Project; and
 - (e) A representation of the Local Government as to loans and state shared taxes.
10. SEVERABILITY. In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, the invalidity thereof shall in no way affect any of the other covenants, conditions or provisions hereof.
11. NOTICES. Any notice shall be delivered to the parties at the addresses below (or such other addresses as the parties shall specify to each other in writing):

To Department: Tennessee Department of Environment and Conservation
401 Church Street, 8th Floor
Nashville, TN 37243
ATTN: State Revolving Fund Loan Program

To Authority: Tennessee Local Development Authority
Suite 1600, James K. Polk Building
Nashville, TN 37243-0273
ATTN: Assistant Secretary

To Local Government: City of White House
ATTN: John Decker, Mayor
725 Industrial Drive
White House, TN 37188

12. SECTION HEADINGS. Section headings are provided for convenience of reference only and shall not be considered in construing the intent of the parties to this Agreement.

13. EFFECTIVE DATE. The effective date of this Agreement shall be the date on which the Authority approves this Agreement as indicated below.

IN WITNESS WHEREOF, the parties to this Agreement have caused the Agreement to be executed by their respective duly authorized representatives.

LOCAL GOVERNMENT

NAME: White House
(City)

BY: _____
John Decker, Mayor

DATE: August 17, 2009

**TENNESSEE LOCAL DEVELOPMENT
AUTHORITY**

BY: _____

TITLE: _____

MEETING APPROVAL DATE: _____

INTEREST RATE: _____

APPROVED AS TO FUNDING:

**COMMISSIONER, DEPARTMENT OF
ENVIRONMENT AND CONSERVATION**

BY: _____

DATE: _____

**COMMISSIONER OF FINANCE AND
ADMINISTRATION**

BY: _____

DATE: _____

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(City)

BY: _____
John Decker, Mayor

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NAME: White House
(City)

BY: _____
John Decker, Mayor

DATE: August 17, 2009

**TENNESSEE LOCAL DEVELOPMENT
AUTHORITY**

BY: _____

TITLE: _____

MEETING APPROVAL DATE: _____

INTEREST RATE: _____

APPROVED AS TO FUNDING:

**COMMISSIONER, DEPARTMENT OF
ENVIRONMENT AND CONSERVATION**

BY: _____

DATE: _____

**COMMISSIONER OF FINANCE AND
ADMINISTRATION**

BY: _____

DATE: _____

IMPORTANT NOTICE REGARDING ARRA FUNDING

It is acknowledged that the Project Loan includes funding from the American Recovery and Reinvestment Act (ARRA). In order to qualify for the ARRA funding, construction must have begun or all project contracts must be signed by February 17, 2010. Failure to comply with this requirement **SHALL RESULT IN THE IMMEDIATE TERMINATION OF THE LOAN AGREEMENT**. All funds which have been disbursed under this loan agreement **SHALL BE REPAID TO THE STATE WITHIN NINETY (90) DAYS of receipt of the NOTICE OF TERMINATION of the Agreement from the Authority and Department**. **Determination of such failure by the Authority and Department shall be conclusive.**

I have read the foregoing Notice of possible loss of ARRA funding:

Local Government Representative

IMPORTANT NOTICE REGARDING ARRA FUNDING

It is acknowledged that the Project Loan includes funding from the American Recovery and Reinvestment Act (ARRA). In order to qualify for the ARRA funding, construction must have begun or all project contracts must be signed by February 17, 2010. Failure to comply with this requirement **SHALL RESULT IN THE IMMEDIATE TERMINATION OF THE LOAN AGREEMENT**. All funds which have been disbursed under this loan agreement **SHALL BE REPAID TO THE STATE WITHIN NINETY (90) DAYS** of receipt of the **NOTICE OF TERMINATION** of the **Agreement from the Authority and Department**. **Determination of such failure by the Authority and Department shall be conclusive.**

I have read the foregoing Notice of possible loss of ARRA funding:

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Local Government Representative

EXHIBIT A

LIST OF CLOSING DOCUMENTS RELATED TO LOAN AGREEMENT

Authorizing Resolution

Application for Project Loan

Payment Schedule

Budget/Rebudget Form

ARRA February 17, 2010 Construction Certification

ARRA Section 1511 Certification

General Certificate with copies of ordinances/resolution approving Loan Agreement and Rate Structure

Opinion as to Sufficiency of Rates, Fees and Charges

Opinion as to Cost and Completion

Representation as to Loans and State Shared Taxes

Legal Opinion of Counsel to Local Government

General Loan Conditions

Special Loan Conditions (if applicable)

EXHIBIT B

GENERAL LOAN CONDITIONS

CITY OF WHITE HOUSE

CWA 2009-246

The Local Government hereby agrees to comply with these Loan Conditions attached to, and made a part of, this Loan Agreement.

1. The following project schedule is established:
 - a. Must submit Plans and Specifications on or before September 15, 2009,
 - b. Must receive bids on or before November 1, 2009,
 - c. Must submit complete Authority-To-Award (Bid) package on or before December 1, 2009,
 - d. Must start construction on or before February 17, 2010,
 - e. Complete construction on or before **mm/dd/yyyy**,
 - f. Initiate operation on or before **mm/dd/yyyy**,
 - g. Complete start up services on or before **mm/dd/yyyy**.
 - h. **IMPORTANT NOTICE REGARDING ARRA FUNDING:** In order to qualify for receipt of the ARRA Funding included in the project loan agreement, construction must have begun or ALL construction contracts must be signed by February 17, 2010
2. No date reflected in the loan agreement, or in the project completion schedule, or extension of any such date, shall modify any compliance date established in an NPDES Permit. It is the borrower's obligation to request any required modification of applicable permit terms or other enforcement requirements.
3. In accordance with federal Executive Order 11625 dated October 13, 1971, and Executive Order 12138 dated May 18, 1979, the local government must make a good faith effort to include participation from Disadvantaged Business Enterprises (DBE) in subagreement awards. The Minority Business Enterprises (MBE) fair share goal is 2.6% for construction and 5.2% for supplies, services and equipment. The Women's Business Enterprises (WBE) fair share goal is 2.6% for construction and 5.2% for supplies, services and equipment.

I. The Following Steps Must be Utilized in Soliciting Participation:

- a. Include qualified small, Disadvantaged Business Enterprises (DBE) on solicitation lists.
- b. Assure that small, Disadvantaged Business Enterprises (DBE) are solicited.

- c. Divide total project requirement, when economically feasible, into small tasks or quantities to permit maximum participation of small, Disadvantaged Business Enterprises (DBE).
- d. Establish delivery schedules, where requirements of the work permit, which will encourage participation by small, Disadvantaged Business Enterprises (DBE).
- e. Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce, as appropriate.
- f. Require construction contractors to solicit Disadvantaged Business Enterprises (DBE) participation utilizing above steps a. through e.

II. DBE REPORTING REQUIREMENTS

- a. Require the Loan Recipient to have the Prime Contractor provide EPA Form 6100-2 to any DBE Subcontractor(s) that will participate in the construction of the project. The DBE Subcontractor(s) will use this form to describe the work received from the Prime Contractor, how much the DBE Subcontractor(s) was/were paid, and describe any other concerns of the DBE Subcontractor(s). The DBE Subcontractor(s) will then mail the completed form(s) to the EPA DBE Coordinator; Small and Disadvantaged Business Program; EPA, Region IV; Office of Policy and Management; 61 Forsyth Street, SW; Atlanta, GA 30303-8960.
 - b. Require the Loan Recipient to have the Prime Contractor provide EPA Form 6100-3 to any DBE Subcontractor(s) intending to participate in the construction of the project. The DBE Subcontractor(s) will use this form to describe (1) the intended work to be performed for, and (2) the price of the work submitted to, the Prime Contractor. The DBE Subcontractor(s) will then submit the completed form(s) to the Loan Recipient as part of an Authority To Award (ATA) Bid Package.
 - c. Require the Loan Recipient to provide EPA Form 6100-4 to the Prime Contractor for completion. The Prime Contractor will use this form to identify each DBE Subcontractor that will participate in the construction of the project and the estimated dollar amount of each DBE subcontract. The Prime Contractor will then submit the completed form to the Loan Recipient as part of an Authority To Award (ATA) Bid Package.
4. The Local Government will comply with ARRA which includes, but is not limited to, the following:
- a. The Local Government must adhere with the most current Wage Rate (Davis-Bacon Act) applicable to the project.
 - b. The bid advertisement for construction must state the wage rate requirements. The wage rate needs to be current at the bid opening.
 - c. The wage determination (including any additional classifications and wage rates conformed) and a Davis-Bacon poster (WH-1321) must be posted at all times by

the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen.

- d. The wage rate information can be obtained at:
www.gpo.gov/davisbacon/referencemat.html and www.wdol.gov/ .
- e. The Local Government must adhere to Section 1605 of ARRA which requires that none of the appropriated funds may be used for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project is produced in the United States unless (a) a waiver is provided to the recipient by EPA or (b) compliance would be inconsistent with United States obligations under international agreements. In order to receive a waiver, the State must send a written request to the Administrator. A decision will be made based on the following criteria:
 - 1) The requirement is inconsistent with the public interest for purposes of the project for which a waiver has been requested,
 - 2) Iron, steel, and necessary manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality, or
 - 3) Inclusion of iron, steel, and manufactured goods produced in the United States will increase the overall cost of the project by more than 25 percent.

If a waiver is granted by the Administrator, EPA will publish such waiver, with a sufficient explanation, in the Federal Register. EPA will provide additional guidance on this provision as it becomes available.

There is more detailed information concerning the Buy American Act at the following website: www.arnet.gov/far/current/html/FARTOCP25.html.

- f. The Local Government must agree to certify that, the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Such certification shall include a description of the investment, the estimated total cost, and the amount of covered funds to be used, and shall be posted on a website and linked to the website established by section 1526. A State or local agency may not receive infrastructure investment funding from funds made available in this Act unless this certification is made and posted.
- g. The Local Government must ensure that certain numbers such as a CCR number and/or a DUNS number are obtained for both the Local Government and the Contractor.
- h. The Local Government must ensure that, within five (5) days after the end of the calendar quarter, the Contractor reports the number of Full Time Equivalent (FTE) employees to the State Revolving Fund Loan Program (SRFLP) in order for the SRFLP to complete its reporting to the Environmental Protection Agency (EPA) and the Office of Management and Budget (OMB).

5. The State of Tennessee and/or The United States Environmental Protection Agency shall have access to the official project files and job site.

SPECIAL LOAN CONDITIONS

There may be Special Loan Conditions for the project upon completion of the Facility Plans Review.



City of White House, Tennessee

Wastewater Department

725 Industrial Drive • White House, TN 37188

www.cityofwhitehouse.com/wastewater

Phone (615) 672-3654 • Fax (615) 672-3655

"Valuing our Heritage while Protecting our Future"

August 17, 2009

Tennessee Local Development Authority
Tennessee Department of Environment and Conservation
c/o State Revolving Fund Loan Program
8th Floor, L & C Tower
401 Church Street
Nashville, TN 37243

RE: ARRA Certification of Commitment
City of White House (Robertson and Sumner Counties), Tennessee
CWA 2009-246, New Pump Station and Collector at Copes Crossing to eliminate
the Tyree Springs Lift Station.

Dear Madam/Sir:

By accepting the American Recovery and Reinvestment Act (ARRA) funding, the City of White House certifies that all of the ARRA-funded projects will be under construction or will have signed all construction contracts under this loan by February 17, 2010. As proof of the construction the City of White House will submit a copy of the signed contract documents.

Failure to comply with this requirement shall result in the immediate termination of the loan agreement. All funds, which have been disbursed under this loan agreement, shall be repaid within ninety (90) days of receipt of the **NOTICE OF TERMINATION OF THE LOAN** from the Authority and Department. Determination by the Authority and the Department of such failure shall be conclusive.

Sincerely,

John Decker
Mayor
City of White House



City of White House, Tennessee

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American Recovery and Reinvestment Act of 2009 Section 1511 Certification

As Mayor of the City of White House, I hereby certify, pursuant to the requirements of Title XV, Subtitle A, Section 1511, of the American recovery and Reinvestment Act of 2009, Pub. L. 111-5., that:

- 1) The wastewater infrastructure investments listed on the **Attachment** to this Certification, financed through the Tennessee Clean Water State Revolving Fund, have received the full review and vetting required by law.
- 2) I accept full responsibility the investments listed represent an appropriate use of taxpayer dollars.

John Decker, Mayor

Signed this 17th day of August, 2009

Attachment

ATTACHMENT TO SECTION 1511 CERTIFICATION

Project Description: The proposed project consists of the construction of approximately 700 linear feet (LF) of 12-inch diameter gravity sewer, approximately 1,800 LF of 10-inch diameter gravity sewer, approximately 2,500 LF of 8-inch diameter forcemain, approximately 16 manholes, and a new duplex sewer lift station at Copes Crossing to replace the existing Tyree Springs sewer lift station.

<u>Total Project Cost</u>	<u>SRF Funding</u>	<u>ARRA Funding</u>	<u>LOCAL Funding</u>
\$1,000,000	\$500,000	\$500,000	\$-0-



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\$1,000,000	\$500,000	\$500,000	\$-0-

EXHIBIT C

FEDERAL LAWS AND EXECUTIVE ORDERS UNDER ARRA

ENVIRONMENTAL AUTHORITIES

Archaeological and Historic Preservation Act, Pub. L. 93-291, as amended

Clean Air Act, Pub. L. 95-95, as amended

Clean Water Act, Titles III, IV, and V, Pub. L. 92-500, as amended

Coastal Barrier Resources Act, Pub. L. 97-348

Coastal Zone Management Act, Pub. L. 92-583, as amended

Endangered Species Act, Pub. L. 93-205, as amended

Environmental Justice, Executive Order 12898

Flood Plain Management, Executive Order 11988, as amended by Executive Order 12148

Protection of Wetlands, Executive Order 11990 as amended by Executive Order 12608

Farmland Protection Policy Act, Pub. L. 97-98

Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended

Magnunson-Stevens Fishery Conservation and Management Act, Pub. L. 94-265

National Environmental Policy Act, Pub. L. 91-190

National Historic Preservation Act, Pub. L. 89-655, as amended

Safe Drinking Water Act, Pub. L. 93-523, as amended

Wild and Scenic Rivers Act, Pub. L. 90-54, as amended

ECONOMIC AND MISCELLANEOUS AUTHORITIES

Debarment and Suspension, Executive Order 12549

Demonstration Cities and Metropolitan Development Act, Pub. L. 89-754, as amended, and Executive Order 12372

Drug-Free Workplace Act, Pub. L. 100-690

New Restrictions on Lobbying, Section 319 of Pub. L. 101-121

Prohibitions relating to violations of the Clean Water Act or Clean Air Act with respect to Federal contracts, grants, or loans under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, and Executive Order 11738

Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended

**CIVIL RIGHTS, NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY
AUTHORITIES**

Age Discrimination Act, Pub. L. 94-135

Equal Employment Opportunity, Executive Order 11246

Section 13 of the Clean Water Act, Pub. L. 92-500

Section 504 of the Rehabilitation Act, Pub. L. 93-112 supplemented by Executive Orders 11914 and 11250

Title VI of the Civil Rights Act, Pub. L. 88-352

DISADVANTAGED BUSINESS ENTERPRISE AUTHORITIES

Participation by Disadvantaged Business Enterprises in Procurement Under Environmental Protection Agency (EPA) Financial Assistance Agreements

GENERAL CERTIFICATE

The undersigned, John Decker, the Mayor of the City of White House, Tennessee ("Local Government"), **DOES HEREBY CERTIFY** as follows:

1. The Local Government is a validly created and duly organized and existing subdivision of the State of Tennessee.
2. The resolution or ordinance of the Local Government duly adopted on 8/17/2009 (date), a copy of which is attached, authorizing the undersigned to execute in the name and behalf of the Local Government all documents in connection with the Project Loan with the State of Tennessee to finance a project under the Wastewater Facilities Act of 1987 ("Project") has not been amended, modified, supplemented or rescinded since its date of adoption.
3. The resolution or ordinance of the Local Government duly adopted on 2/21/2008 (date), a copy of which is attached, establishing the rate and fee structure for the wastewater system of which the Project is a part has not been amended, modified, supplemented or rescinded since its date of adoption.
4. The Local Government is aware that each request for disbursement submitted pursuant to Section 5 of the Project Loan Agreement constitutes a reaffirmation by the Local Government as to the continuing truth and completeness of the statements and representations contained in the Project Loan Agreement.

IN WITNESS OF THE CERTIFICATE, the undersigned has executed this certificate and affixed the seal, if any, of the Local Government on this 17th day of August, 2009.

S-E-A-L

John Decker, Mayor

ATTEST:

Name

Title or Office

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1. The Local Government is a validly created and duly organized and existing subdivision of the State of Tennessee.
2. The resolution or ordinance of the Local Government duly adopted on 8/17/2009 (date), a copy of which is attached, authorizing the undersigned to execute in the name and behalf of the Local Government all documents in connection with the Project Loan with the State of Tennessee to finance a project under the Wastewater Facilities Act of 1987 ("Project") has not been amended, modified, supplemented or rescinded since its date of adoption.
3. The resolution or ordinance of the Local Government duly adopted on 2/21/2008 (date), a copy of which is attached, establishing the rate and fee structure for the wastewater system of which the Project is a part has not been amended, modified, supplemented or rescinded since its date of adoption.
4. The Local Government is aware that each request for disbursement submitted pursuant to Section 5 of the Project Loan Agreement constitutes a reaffirmation by the Local Government as to the continuing truth and completeness of the statements and representations contained in the Project Loan Agreement.

IN WITNESS OF THE CERTIFICATE, the undersigned has executed this certificate and affixed the seal, if any, of the Local Government on this 17th day of August, 2009.

S-E-A-L

John Decker, Mayor

ATTEST:

Name

Title or Office



LAW OFFICES OF
DAVID M. AMONETTE
ATTORNEY AT LAW

PORTLAND

100 MAIN STREET, SUITE 104
POST OFFICE BOX 366
PORTLAND, TN 37148-0366
TELEPHONE: (615) 325-1806
FAX NO: (615) 325-1807

GALLATIN

554 WEST MAIN STREET
GALLATIN, TN 37066
TELEPHONE: (615) 452-5537
FAX NO: (615) 452-5592

August 17, 2009

Tennessee Local Development Authority and
Tennessee Department of Environment and Conservation
c/o State Revolving Fund Loan Program
L & C Tower, 8th Floor
401 Church Street
Nashville, TN 37243

RE: City of White House
Loan # CWA 2009-246

Dear Madam/Sir:

I am the City Attorney for the City of White House, Tennessee and I have reviewed the Revolving Fund Loan Agreement for the above referenced project (the "Agreement") in the amount of \$1,000,000. Pursuant to provisions of Paragraph 9 of the Loan Agreement, you have requested that the City of White House furnish you with my opinion as to certain matters. It is my opinion that:

1. The City of White House, Tennessee, a municipality, has been duly created and is validly existing and has full power and authority (under its Charter and By-laws or general law, if applicable, and other applicable statutes) to enter into and carry out the terms of the Agreement;
2. The Agreement is duly executed and constitutes a valid and binding contract to the City of White House, Tennessee, a municipality, enforceable in accordance with its terms except as the enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium or similar laws affecting the enforcement of creditors rights generally;
3. The Agreement is not in conflict in any material way with any contracts or ordinances of the City of White House, Tennessee, a municipality and
4. There is no litigation materially adversely affecting the Agreement or the financial condition of the City of White House, Tennessee, a municipality.

Sincerely,

David M. Amonette,
City Attorney



August 17, 2009

Tennessee Local Development Authority and
Tennessee Department of Environment and Conservation
c/o State Revolving Fund Loan Program
L & C Tower, 8th Floor
401 Church Street
Nashville, TN 37243

RE: City of White House
Loan # CWA 2009-246

Dear Madam/Sir:

We are the consulting engineers for the City of White House, Tennessee. Pursuant to Paragraph 9 of the Revolving Fund Loan Agreement in the amount of \$1,000,000 to finance the above referenced project, you have requested that the City of White House furnish you with our opinion as to certain matters. We are of the opinion:

1. The user charges implemented by the City are sufficient based on a Rate Study dated May 6, 2008 to meet costs of operation and maintenance including depreciation and all debt service of the system; and
2. The estimated project costs are reasonable; and
3. The estimated completion date of the Project will be October 17, 2010.

If you have any questions or need additional information, please contact me.

Sincerely,

McGILL ASSOCIATES, P.A.

A handwritten signature in black ink, appearing to read 'Ben R. Simerl', written in a cursive style.

Benjamin R. Simerl, P.E.

cc: Bill Crusenberry, City of White House

p:\2006\06608\fundings\srif\loan paperwork\white house copes crossing engineers certification letter.docx

E n g i n e e r i n g • P l a n n i n g • F i n a n c e

McGill Associates, P.A. • P.O. Box 4187, Sevierville, TN 37864 • 248 Bruce Street, Sevierville, TN 37862

865-908-0575 • FAX 865-908-0110

United States Environmental Protection Agency
Washington, DC 20460

**Preaward Compliance Review Report for
All Applicants and Recipients Requesting EPA Financial Assistance**

Note: Read instructions on other side before completing form.

I. Applicant/Recipient (Name, Address, State, Zip Code). City of White House, 725 Industrial Drive, White House, TN 37188	EPA Project No. CWA 2009-246
II. Is the applicant currently receiving EPA assistance? (See * instructions on reverse side) <i>No</i>	
III. List all civil rights lawsuits and administrative complaints pending against the applicant/recipient that allege discrimination based on race, color, national origin, sex, age, or disability. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.) <i>None</i>	
IV. List all civil rights lawsuits and administrative complaints decided against the applicant/recipient within the last year that allege discrimination based on race, color, national origin, sex, age, or disability and enclose a copy of all decisions. Please describe all corrective action taken. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.) <i>None</i>	
V. List all civil rights compliance reviews of the applicant/recipient conducted by any agency within the last two years and enclose a copy of the review and any decisions, orders, or agreements based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(3)) <i>None</i>	
VI.* Does the applicant/recipient provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its programs or activities? (40 C.F.R. § 5.140 and § 7.95) <input type="checkbox"/> Yes <input type="checkbox"/> No a. Do the methods of notice accommodate those with impaired vision or hearing? <input type="checkbox"/> Yes <input type="checkbox"/> No b. Is the notice posted in a prominent place in the applicant's offices or facilities or, for education programs and activities, in appropriate periodicals and other written communications? <input type="checkbox"/> Yes <input type="checkbox"/> No c. Does the notice identify a designated civil rights coordinator? <input type="checkbox"/> Yes <input type="checkbox"/> No	
VII.* Does the applicant/recipient maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves? (40 C.F.R. § 7.85(a))	
VIII.* Does the applicant/recipient have a policy/procedure for providing access to services for persons with limited English proficiency? (40 C.F.R. Part 7, E.O. 13166)	
IX.* If the applicant/recipient is an education program or activity, or has 15 or more employees, has it designated an employee to coordinate its compliance with 40 C.F.R. Parts 5 and 7? Provide the name, title, position, mailing address, e-mail address, fax number, and telephone number of the designated coordinator.	
X* If the applicant/recipient is an education program or activity, or has 15 or more employees, has it adopted grievance procedures that assure the prompt and fair resolution of complaints that allege a violation of 40 C.F.R. Parts 5 and 7? Provide a legal citation or Internet address for, or a copy of, the procedures.	
XI. Will all new facilities or alterations to existing facilities be designed and constructed to be readily accessible to and usable by persons with disabilities? <input checked="" type="checkbox"/> Yes. If no, explain how a regulatory exception (40 C.F.R. § 7.70) applies. <input type="checkbox"/> No	

For the Applicant/Recipient

I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law. I assure that I will fully comply with all applicable civil rights statutes and EPA regulations.

A. Signature of Authorized Official

B. Title of Authorized Official

C. Date

MAYOR

8/17/2009

For the U.S. Environmental Protection Agency

I have reviewed the information provided by the applicant/recipient and hereby certify that the applicant/recipient has submitted all information required by 40 C.F.R. Parts 5 and 7; that based on the information submitted, this application satisfies 40 C.F.R. Parts 5 and 7; and that the applicant has given assurance that it will fully comply with all applicable civil rights statutes and EPA regulations.

A. Signature of Authorized EPA Official

B. Title of Authorized EPA Official

C. Date

**CITY OF WHITE HOUSE –
COPES CROSSING SEWER PROJECT SCHEDULE**

- a. Must submit Plans and Specifications on or before September 15, 2009,
- b. Must receive bids on or before November 1, 2009,
- c. Must submit complete Authority-To-Award (Bid) package on or before December 1, 2009,
- d. Must start construction on or before February 17, 2010,
- e. Complete construction on or before October 17, 2010.
- f. Initiate operation on or before November 17, 2010.
- g. Complete start up services on or before November 17, 2010.

**REPRESENTATION OF THE LOCAL GOVERNMENT
AS TO LOANS AND STATE-SHARED TAXES
White House**

The Local Government hereby represents that:

- (1) The total amount of State-Shared Taxes received by the Local Government in the prior fiscal year of the State is \$_____.
- (2) (a) The prior loans which have been funded for which the Local Government has pledged its State-Shared Taxes are as follows:

Loan Type	Loan #	Original \$/Amt	Max: Annual Debt Service
SRF/Sewer			
SRF/Water			
URLP			
TLDA/Health Loan			
GO/Health Loan			

- (b) The maximum aggregate annual debt service is \$_____.
- (3) (a) The loans which have been applied for or have been approved with funding not yet provided, for which the Local Government has pledged its State-Shared Taxes are as follows:

Loan Type	Anticipated Interest Rate	Original \$/Amt	Anticipated Max. Annual Debt Service
SRF/Sewer			
SRF/Water			
URLP			
TLDA/Health Loan			
GO/Health Loan			

- (b) The anticipated maximum aggregate annual debt service is \$_____.
- (4) (a) State-Shared Taxes have been pledged by the Local Government to secure other obligations describe below:

Type of Obligation	Identifying #	Original \$/Amt	Max. Annual Pledge of State-Shared Taxes

- (b) The anticipated maximum aggregate annual pledge of State-Shared Taxes pursuant of other obligations is \$_____.

- (5) The amount of Local Government indebtedness Subparagraphs (2)(b), (3)(b) and (4)(b) having a lien on the State-Shared Taxes referred above is \$_____.
- (6) The amount set forth in Subparagraph (1) less the amount set forth in Subparagraph (5) is \$_____.

Duly signed by an authorized representative of the Local Government on this 17th day of August, 2009.

LOCAL GOVERNMENT

BY: _____
John Decker, Mayor

- (5) The amount of Local Government indebtedness Subparagraphs (2)(b), (3)(b) and (4)(b) having a lien on the State-Shared Taxes referred above is \$_____.
- (6) The amount set forth in Subparagraph (1) less the amount set forth in Subparagraph (5) is \$_____.

Duly signed by an authorized representative of the Local Government on this 17th day of August, 2009.

LOCAL GOVERNMENT

BY: _____
John Decker, Mayor

- (5) The amount of Local Government indebtedness Subparagraphs (2)(b), (3)(b) and (4)(b) having a lien on the State-Shared Taxes referred above is \$_____.
- (6) The amount set forth in Subparagraph (1) less the amount set forth in Subparagraph (5) is \$_____.

Duly signed by an authorized representative of the Local Government on this 17th day of August, 2009.

LOCAL GOVERNMENT

BY: _____
John Decker, Mayor



DEPARTMENT OF ENVIRONMENT AND CONSERVATION
STATE REVOLVING FUND LOAN PROGRAM

STATE REVOLVING FUND - ARRA LOAN
BUDGET/RE-BUDGET FORM
PROJECT # CWA 2009-246

LEGAL NAME OF APPLICANT:
ADDRESS:
CITY, STATE, ZIP:

City of White House
725 Industrial Drive
White House, TN37188

CHECK ONE:

Clean Water
 Drinking Water

CLASSIFICATIONS OF COSTS	(1)	(2)*	(3)*=(1)+(2)*	(4)	(5)	(6)*=(4)+(5)*	(7)	(8)	(9)*=(7)+(8)*	(10)	(11)	(12)*=(10)+(11)*	(13)
	CURRENT SRF BUDGET (\$)	SRF ADJUSTMENT* (\$)	REVISED SRF BUDGET* (\$)	LOCAL SHARE (\$)	LOCAL SHARE ADJUSTMENT* (\$)	REVISED LOCAL SHARE* (\$)	ARRA LOAN SHARE (\$)	ARRA LOAN ADJUSTMENT* (\$)	REVISED ARRA LOAN SHARE* (\$)	ARRA PRINCIPAL FORGIVENESS (\$)	ARRA PF ADJUSTMENT* (\$)	REVISED ARRA PF* (\$)	OTHER FUND SHARE (\$)
(a) Administrative & Legal Fees***	\$23,175.00	\$0.00	\$23,175.00	\$0.00	\$0.00	\$0.00	\$4,635.00	\$0.00	\$4,635.00	\$18,540.00	\$0.00	\$18,540.00	\$0.00
(b) Land Costs, Appraisals***	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00	\$2,000.00	\$0.00	\$2,000.00	\$0.00
(c) Planning Fees	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	\$8,000.00	\$0.00	\$8,000.00	\$0.00
(d) Design Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(e) Engineering Basic Fees	\$33,950.00	\$0.00	\$33,950.00	\$0.00	\$0.00	\$0.00	\$6,790.00	\$0.00	\$6,790.00	\$27,160.00	\$0.00	\$27,160.00	\$0.00
(f) Other Engineering Fees	\$6,450.00	\$0.00	\$6,450.00	\$0.00	\$0.00	\$0.00	\$1,290.00	\$0.00	\$1,290.00	\$5,160.00	\$0.00	\$5,160.00	\$0.00
(g) Project Inspection Fees	\$13,112.50	\$0.00	\$13,112.50	\$0.00	\$0.00	\$0.00	\$2,622.50	\$0.00	\$2,622.50	\$10,490.00	\$0.00	\$10,490.00	\$0.00
(h) Construction and Project Improvement Costs													
(h1)	\$356,750.00	\$0.00	\$356,750.00	\$0.00	\$0.00	\$0.00	\$71,350.00	\$0.00	\$71,350.00	\$285,400.00	\$0.00	\$285,400.00	\$0.00
(h2)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h3)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h4)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h5)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h6)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h7)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(h8)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(i) Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(j) Miscellaneous Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(k) Contingencies	\$54,062.50	\$0.00	\$54,062.50	\$0.00	\$0.00	\$0.00	\$10,812.50	\$0.00	\$10,812.50	\$43,250.00	\$0.00	\$43,250.00	\$0.00
TOTALS	\$500,000.00	\$0.00	\$500,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00	\$0.00	\$100,000.00	\$400,000.00	\$0.00	\$400,000.00	\$0.00

Big R.A.P.

ENGINEER'S OR AUTHORIZED REPRESENTATIVE'S SIGNATURE

August 17, 2009
DATE

*Applicable only to budget revisions.

**Only forms submitted with original signatures will be processed

NOTE: Additional columns may be added, if necessary, to accommodate additional funding agencies.

Form Revised 8-2002

***NOTE: Land Costs and Appraisals and associated Administrative and/or Legal Fees are not eligible for reimbursement under ARRA 2009