

YES NO N/A

4. Identify the authorized bonding ceiling for the project(s):

SAW Project: \$ _____

5. Are funds being provided for the project(s) from a source other than Michigan's SAW program?

YES NO

If YES, identify below all sources of funding for project costs which will not be financed through SAW loan assistance. Project cost that have been or will be covered by another source of funding, either public or private, must be excluded from the requested reimbursement costs.

Source of Non-SAW Funding

Amount of Funding

6. Has a final Alternative Justifiable Expenditure (AJE) been submitted for the project(s)?

YES NO N/A

If NO, enclose the final AJE or immediately contact the DEQ project manager to arrange an acceptable submittal date.

7. Have all easements, land, and leasing arrangements necessary for SAW project construction been obtained?

YES NO N/A

If NO, attach a separate sheet detailing the schedule for the completion of this activity. Note that building sites must be under ownership or lease before the Order of Approval can be issued.

8. Provide a current project implementation schedule(s):

SAW Construction Start Target Date _____

SAW Initiation of Operation Target Date _____

Completion of SAW Construction Target Date _____

C. Estimated Schedule of SAW Disbursements

*In the table below, identify an estimated schedule for receiving disbursements from the SAW program. The first disbursement should include all eligible costs incurred prior to the loan closing date. Attempt to accurately estimate the monthly disbursements. **Note that the estimates provided will not limit the amount of funds received in a given month.***

Use the dollar amount provided by the DEQ project manager to calculate an estimated schedule of disbursements. If circumstances do not allow the DEQ project manager to provide a figure, the dollar amount used to calculate this schedule should include all eligible project costs.

Dollar amount used to calculate the schedule below _____

| MONTH/YEAR | AMOUNT REQUESTED | MONTH/YEAR | AMOUNT REQUESTED |
|-------------------|-------------------------|-------------------|-------------------------|
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Attach an additional schedule sheet if SAW loan disbursements will be requested over a period that is longer than 20 months.

I certify that I am the authorized representative designated by the governmental unit that will issue the bond(s) for this project and that the Part B Project Information being submitted is complete and accurate to the best of my knowledge.

Name and Title of Authorized Representative (*Please Print or Type*)

Signature of Authorized Representative (*Original Signature Required*)

Date

In accordance with the date in the financing schedule, return Part B with the specified attachments to:

REVOLVING LOAN SECTION
OFFICE OF DRINKING WATER AND MUNICIPAL ASSISTANCE
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

MAILING ADDRESS
PO BOX 30241
LANSING MI 48909-7741

DELIVERY ADDRESS
CONSTITUTION HALL 4th FLOOR SOUTH
525 W ALLEGAN ST, LANSING MI 48933

**A RESOLUTION TO TENTATIVELY AWARD
A CONSTRUCTION CONTRACT
FOR WASTEWATER/STORMWATER SYSTEM IMPROVEMENTS**

WHEREAS, the _____ (*legal name of applicant*) wishes to construct improvements to its existing stormwater/wastewater treatment and/or collection system; and

WHEREAS, the wastewater/stormwater system improvements project formally adopted on _____ (*date of final Project Proposal adoption*) will be funded through Michigan's *Stormwater/Asset Management/Wastewater Program*; and

WHEREAS, the _____ (*legal name of applicant*) has sought and received construction bids for the proposed improvements and has received a low bid in the amount of \$ _____ from _____ (*name of the contractor*); and

WHEREAS, the project engineer, _____, has recommended awarding the contract to the low bidder.

NOW THEREFORE BE IT RESOLVED, that the _____ (*legal name of applicant*) tentatively awards the contract for construction of the proposed wastewater/stormwater system improvements project to _____ (*name of the contractor*), contingent upon successful financial arrangements with the SAW Program.

Yeas:

Nays:

Abstain:

Absent:

I certify that the above Resolution was adopted by _____ (*the governing body of the applicant*) on _____.

BY: _____
Name and Title (*please print or type*)

Signature

Date

October 4, 2013

COVENANTS AND CERTIFICATIONS

The authorized representative for the project(s) will be asked to certify that the applicant will abide by the following covenants and certifications, which will be incorporated into the SAW loan agreement(s). Please read all of them carefully and contact your DEQ project manager if you have any questions.

1. The applicant has the legal, managerial, institutional, and financial capability to plan, design, and build the project, or cause the project to be built, and cause all facilities constructed to be adequately operated.
2. The applicant certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the project, the prospects for its completion, or the applicant's ability to make timely loan repayments.
3. The applicant agrees that the rates and charges for the services of the project will be established, levied, or collected in an amount sufficient to pay the expenses of administration, operation, and maintenance of the project and to pay the principal and interest requirements on all bonds payable from revenues of the project.
4. The applicant agrees to provide all moneys in excess of bond proceeds necessary to complete the project and to maintain adequate revenues from a user-based source to fund the operation of the project.
5. The applicant agrees to maintain complete books and records relating to the construction, operation, and financial affairs of the project in accordance with generally accepted accounting principles (GAAP) and generally accepted government auditing standards (GAGAS).
6. The applicant agrees that all contracts related to the project will provide that the contractor and any subcontractor may be subject to a financial audit and must comply with generally accepted accounting principles (GAAP) and generally accepted government auditing standards (GAGAS).
7. The applicant will maintain and carry insurance on all physical properties of the project, of the kinds and in the amounts normally carried by applicants engaged in the operation of similar stormwater and wastewater transport and treatment systems. All moneys received for losses under any such insurance policies shall be applied to the replacement and restoration of the property damaged or destroyed or for repayment of the bond held by the Authority.
8. The applicant will notify the Michigan Department of Environmental Quality (hereafter referred to as the "DEQ") and the Authority within 30 days of the occurrence of any event which, in the judgment of the applicant, will cause a material change in the financial condition of the project, or, if the applicant has knowledge, of the stormwater or wastewater transport and treatment system of which the project is a part. Such events include the receipt of funding from another state or federal program for project costs financed by the SAW program.
9. The applicant agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining the physical plant or for examining, reviewing, or auditing the operational or financial records of the project. The applicant also agrees to require similar authorizations from all contractors, consultants, or agents with which the applicant negotiates an agreement.
10. The applicant agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years after the actual initiation of operation of the project and that if litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available for a minimum of three years after the action is completed and resolved, whichever is longer.
11. The applicant has, or will have prior to the start of construction, all applicable state and federal permits required for construction of the project and will comply with the conditions set forth in such permits.

12. The applicant will provide a status of land, easements, and leasing arrangements necessary for SAW project construction. Prior to loan award, the applicant must have sufficient rights to the project land to ensure undisturbed building and operation of the project for its useful life.
13. The applicant agrees to not discriminate on the basis of race, color, religion, national origin, sex, handicap, or age in any activity related to the project.
14. The applicant agrees to comply with the equal employment opportunity provisions of Executive Order 11246 (September 24, 1965), as amended by Executive Order 11375 (October 13, 1967) and supplemented by U.S. Department of Labor Regulations (41 CFR Part 60).
15. If the project involves construction or property acquisition in a special flood hazard area, the applicant agrees to comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 (Pub.L. 93-234) whereby the applicant will purchase flood insurance in conformance with the National Flood Insurance Program (42 U.S.C. §4001-4128).
16. If historic or archeological artifacts or remains are discovered during project construction, the applicant agrees to immediately contact the State Historic Preservation Officer and the DEQ. The applicant further agrees to discontinue work in the vicinity of the discovery until the State Historic Preservation Officer has determined the general limits and potential significance of the site. If human remains are discovered during project construction, the applicant agrees to immediately contact the State Police.
17. The applicant agrees to construct and operate the project in compliance with all other applicable state and federal laws, executive orders, regulations, policies, and procedures.
18. The applicant agrees that the project shall proceed in a timely fashion and will exercise its best efforts to complete the project in accordance with the estimated date of initiation of operation set forth in this application.
19. The applicant agrees to maintain the project in good repair, working order, and operating condition.
20. The applicant agrees to not sell, lease, abandon, dispose of, or transfer its title to the project or any part thereof, including lands and interest in lands, by sale, mortgage, lease, or other encumbrances, without an effective assignment of obligations and the prior written approval of the DEQ and the Authority.
21. The applicant is certifying that it is not an Iran linked business, and that its contractors are not Iran linked to businesses as outlined in Michigan Compiled Law 129.312.
22. The applicant will certify to the best of its knowledge and belief that it, its agents, and its subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.

I certify that I am the designated authorized representative that will issue the bond(s) for this project and that the Part B Program Information being submitted is complete and accurate to the best of my knowledge.

I further certify that _____ (*legal name of applicant*) agrees to and will abide by the covenants, assurances and certifications stipulated above.

Name and Title of Authorized Representative (*Please Print or Type*)

Signature of Authorized Representative (*Original Signature Required*)

Date

October 4, 2013

In accordance with the date in the financing schedule, return Part B with the specified attachments to:

REVOLVING LOAN SECTION
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MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

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October 4, 2013