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|  | Minnesota CWP loan agreement  Clean Water Partnership (CWP) Loan Program  Watershed Division  Doc Type: Agreement |

Administrative information

**Project title:** <insert name of project>

**Loan sponsor:** <insert name of loan sponsor>

**Project sponsor:** <insert name of project sponsor>

**Loan agreement number:** <insert SRF loan number>

**Loan amount:** <insert loan dollar amount>

|  |  |
| --- | --- |
| **MPCA Authorized Representative:** | <insert contact name>  Metro Watershed Section  Watershed Division  651-757-XXXX       @state.mn.us |

Project implementation loan agreement

This *Project loan agreement* (Agreement) is made under the Clean Water Partnership Law, Minn. Stat. §§ 103F.701-103F.755 and the rules adopted thereunder, Minn. R. ch. 7076. Except as otherwise specifically provided in the Agreement, the definitions in Minn. Stat. §§ 103F.701-103F.755 and Minn. R. ch. 7076 apply.

1. Parties

The parties to this Agreement are (1) the State of Minnesota (State) through its Minnesota Pollution Control Agency (MPCA), (2) <insert loan sponsor>(Loan Sponsor); and (3) <insert project sponsor> (Project Sponsor).

1. Purpose of agreement/description of project
2. The purpose of this Agreement is to provide funding for the best management practices (BMPs) described in the approved *Project workplan* for the **<insert project title>** (Project).
3. Prior to execution of this Agreement, the Project Sponsor submitted to the MPCA a proposed *Project workplan* that describes the Project and its BMPs. The MPCA is in the process of reviewing the proposed *Project workplan*, but has not yet approved it. When approved in writing by the MPCA Commissioner, the approved *Project workplan*, including the budget for the Project, shall be incorporated by reference into this Agreement as Attachment 1. The proposed *Project workplan* is now available for reference at the offices of the MPCA, Watershed Division, 520 Lafayette Rd., St. Paul, Minnesota, 55155.
4. There are two types of BMPs that could be included in a *Project workplan*. A First-Tier BMP is an activity that is directly undertaken by Project Sponsor or Loan Sponsor. A Second-Tier BMP is an activity that is undertaken by a person other than the Project Sponsor or Loan Sponsor*.* Whether funds provided by the MPCA under this Agreement may be used for First-Tier or Second Tier BMPs, or both, depends on whether the activities are part of the approved *Project workplan*
5. MPCA commitment
6. The MPCA commits, subject to the conditions set forth in this Agreement, to loan **<spell out dollar amount>** (**$**) to Loan Sponsor for the purpose of funding the BMPs described in the approved *Project workplan*. If there is a discrepancy in the total funding amount stated in the budget of the *Project workplan* and in this Part, the funding amount stated in this Part shall control.
7. The MPCA’s commitment to disburse funds under this Agreement is specifically conditioned on the MPCA’s first receiving from Loan Sponsor evidence that Loan Sponsor has secured the debt in this Agreement by issuance of a general obligation promissory note. At a minimum, this evidence must include the following: (a) copy of the Note; (b) certified copies of all resolutions or other authority by the appropriate governing body or bodies as shall legally authorize the execution and performance of the Note; and (c) an opinion from recognized bond counsel concluding that the Note and this Agreement are duly authorized, executed and delivered and will constitute valid, legal and binding agreements in accordance with their terms. For purposes of permitting issuance of the Note, the MPCA represents that it is a “board, department or agency” of the State within the meaning of Minn. Stat. § 475.60, subd. 2, clause (4).
8. Interest rate and term of loan
9. This is a **zero percent (0%)** interest loan, having no finance charge. However; if a repayment is late, interest shall accrue at two percent (2%) annum on the principal balance owed commencing on the date repayment is due according to the *Final repayment schedule* and continuing until the payment is received by the MPCA.
10. Appended to this Agreement as Attachment 2 is an *Estimated repayment schedule*, which establishes a loan term of **ten** (**10**) **years**. However, when the loan has been fully disbursed, the Project has been fully completed or the Project Implementation Period has expired (whichever comes first), the MPCA shall review the *Estimated repayment schedule* to determine if the payment amounts, due date and term of this Agreement should be revised. Based on this review, the MPCA will establish a *Final repayment schedule*. The *Final repayment schedule* will be based upon actual amounts disbursed under this Agreement for activities actually implemented before the expiration of the Project Implementation Period. At the sole discretion of the MPCA, the *Final repayment schedule* may provide a shorter or longer term than is stated in the *Estimated repayment schedule* first appended to this Agreement as Attachment 2. The MPCA will promptly forward to *Loan Sponsor* any revisions to the *Estimated repayment schedule*. The revisions will then become an integral and enforceable part of this Agreement.
11. Project sponsor duties and responsibilities

1. The Project Sponsor shall ensure that all BMPs for which loan funds are disbursed under this Agreement are completed in the time and manner set forth in the approved *Project workplan*.

2. The Project Sponsor is responsible for determining what, if any, federal, state (including MPCA) or local permits are required for the work described in the approved *Project workplan* and, if any are required, must obtain the permit(s) within their required time periods.

3. If the approved *Project workplan* describes Second-Tier BMPs, *Project Sponsor* is responsible for authorizing Loan Sponsor to make Second-Tier loans to implement the Second-Tier BMPs before any such loans are finalized.

1. Loan sponsor duties and responsibilities
2. Loan Sponsor shall provide the general obligation promissory note described in Part C.2. and shall repay all loan funds disbursed by the MPCA under this Agreement.
3. By resolution of its governing body, Loan Sponsor shall designate one or more persons to execute loan disbursement requests on behalf of Loan Sponsor. Loan Sponsor shall submit to the MPCA a certified copy of the resolution designating the authorized person or persons.
4. Loan Sponsor shall submit requests for loan disbursement as provided in Part G.
5. Loan Sponsor shall reserve for implementation jointly with Project Sponsor loan funds sufficient for Loan Sponsor and Project Sponsor to implement those parts of the approved *Project workplan* designated for implementation as First-Tier BMPs. First-Tier BMPs shall be subject to the provisions of Part J. of this Agreement.
6. If the approved *Project workplan* refers to Second-Tier BMPs and Project Sponsor has authorized Second-Tier loans for the implementation of those BMPs, Loan Sponsor may make Second-Tier loans for the implementation of the Second-Tier BMPs, as provided in Part K. of this Agreement.
7. Loan Sponsor is solely responsible for costs exceeding the loan amount authorized in this Agreement.
8. Loan Sponsor is encouraged to prepare and submit an affirmative action plan for the employment of minority persons, women, and the qualified disabled and submit the plan to the Commissioner of Human Rights pursuant to Minn. Stat. § 363A.36.
9. Disbursement of loan funds
10. The MPCA shall not disburse any funds under this Agreement until it has approved the *Project workplan*. The MPCA may provide approval of segments of the proposed *Project workplan* prior to approval of the entire *Project workplan* and may make disbursements on those parts of the proposed *Project workplan* that are approved in writing by the MPCA Commissioner.
11. To receive disbursements under this Agreement, *Loan Sponsor* shall submit, in a form acceptable to the MPCA, disbursement requests signed by a person authorized as provided in Part F.2. The requests shall certify that disbursements are being sought only for reimbursement of costs incurred to implement the approved *Project workplan*. The MPCA will process no more than one request for disbursement per month unless an alternate schedule is agreed to by the MPCA in writing.
12. The MPCA will disburse funds to *Loan Sponsor* on an incurred cost reimbursement basis, consistent with the approved *Project workplan*. Administrative costs will not be considered an incurred cost unless they were approved by the MPCA prior to their having been incurred and were included in the approved *Project workplan*.
13. The MPCA, at any time, may review and audit requests for disbursement under this agreement and may make adjustments for errors and discrepancies discovered in audits or other reviews of requests for disbursement.
14. Security for and repayment of the loan
15. This loan is secured by the general obligation promissory note described in Part C.2.
16. The date to begin repaying this loan is deferred until the loan has been fully disbursed, the Project has been fully completed or the Project Implementation Period has expired, whichever comes first. The Project Implementation Period is defined as exactly three (3) years from the effective date of this agreement.
17. After the loan has been fully disbursed, the Project has been fully completed, or the Project Implementation Period has expired, whichever comes first, the repayment of this loan is as stated in the *Estimated repayment schedule* (Attachment 2).
18. Notwithstanding any other provision of this agreement, the semiannual payments of principal due on this loan shall be due not later than one year after the loan has been fully disbursed, the project has been fully completed or the Project Implementation Period has expired, whichever is first. Payments by Loan Sponsor shall be due every six months. The first payment shall be submitted on the closest date of either June 15 or December 15 (based on the execution date of this Agreement) and shall be due semiannually on June 15 and December 15 after the first payment. Additional payments may be made at any time without penalty.
19. Loan Sponsor may prepay this loan in whole or in part from any funds legally available to Loan Sponsor for this purpose. When Loan Sponsor elects to pay off the loan in full, it shall give written notice to the MPCA and the MPCA shall then prepare and provide to Loan Sponsor a payoff statement. The payoff statement shall include all principal, interest and late fees, if any, due and payable to the MPCA.
20. Denial of disbursements, default, rescission, or early termination
21. The MPCA may deny disbursement of funds to Loan Sponsor if the MPCA determines that the project does not substantially conform to the requirements for a Project Implementation Loan as provided under the Clean Water Partnership Law, Minn. Stat. §§ 103F.701-103F.761 and the rules implementing the law; that project activities do not satisfy the conditions of the approved *Project workplan*; or that there has been a significant violation of this Agreement, including the failure to submit a report as required by this Agreement. The MPCA shall notify Loan Sponsor of its decision to deny or withhold disbursement, and shall continue to deny or withhold disbursement until Loan Sponsor has corrected the condition causing the MPCA to deny or withhold the disbursement.
22. The MPCA may declare Loan Sponsor and Project Sponsor in default and may rescind this Agreement if it finds that there has been or will be substantial divergence from the approved *Project workplan* or that the approved Project workplan has not been or will not be implemented in a timely manner. Upon default, the MPCA shall give written notice and demand for the full payment of all amounts due.
23. In the event the MPCA declares a default under this Agreement and moves to recover repayments, Loan Sponsor and Project Sponsor shall pay the costs and damages, including reasonable attorney’s fees and interest, incurred by the MPCA to recover repayments under this Agreement.
24. If Project Sponsor fails to request disbursement for reimbursement of incurred costs within one year of the effective date of this Agreement or as stated in the project timeline of the approved *Project workplan*, the MPCA may elect to terminate this Agreement early or reduce the loan amount. The MPCA’s failure to terminate this Agreement early or reduce the loan amount shall not be deemed a waiver of its right to terminate this Agreement or reduce the loan amount at a later date or on different grounds. If the MPCA elects to terminate this Agreement early or reduce the loan amount, it shall notify Project Sponsor and Loan Sponsor in writing.
25. If the MPCA fails to enforce any provision of this Agreement, that failure does not waive that provision or its right to enforce it.
26. Contracting and oversight of first-tier BMPs (if applicable)
27. To the extent described in the approved *Project workplan*, Project Sponsor may enter into subcontracts to engage in architectural, engineering, and related services to implement BMPs approved in the Project workplan. All subcontracts shall comply with all State laws and rules applicable to the selection and employment of subcontractors providing architectural and engineering services.
28. Loan Sponsor and Project Sponsor shall exert all reasonable effort to investigate claims which Project Sponsor may have with respect to the work performed under this Agreement and, in appropriate circumstances, shall take whatever action, including withholding of payment and legal recourse, is available to resolve the claims.
29. Project Sponsor shall develop and submit to the MPCA and obtain MPCA approval of a uniform quality assurance program describing how Project Sponsor will assure that the subcontractor activities conducted under this Agreement comply with applicable state laws and with this Agreement. If these activities include the construction, alteration, repair, or maintenance of real or personal property, the uniform quality assurance program must describe the following:

(a) inspection and certification procedures for construction, alteration, repair, or maintenance of real or personal property which will not be contracted

(b) inspection and certification procedures for construction, alteration, repair, or maintenance of real or personal property which will be contracted

(c) certification methods for materials

The level of inspection and certification provided for contracted and noncontracted construction activities shall be commensurate with the scope and complexity of the construction undertaken.

1. Contracting and oversight of second-tier BMPs (if applicable)
2. If BMPs are to be implemented through Second-Tier loans using funds provided by this Agreement, Loan Sponsor may make the Second-Tier loans after obtaining authorization from Project Sponsor and subject to the following conditions.
3. No Second-Tier loan may charge an interest rate greater than one and a half percent (1.5%) for Second-Tier loans.
4. Loan Sponsor may charge an application or origination fee for Second-Tier loans.
5. No Second-Tier loan may be given for any activity other than those in the approved *Project workplan* and authorized by Project Sponsor as Second-Tier BMPs.
6. Loan Sponsor shall use all principal repayments received on Second-Tier loans to repay the loan made to it under this Agreement.
7. Loan Sponsor shall use any interest earned on principal repayments received under this Agreement and any interest or application fee or origination fee received from persons who receive Second-Tier loans for the following:

(a) to pay its documented administrative costs for implementation of the project

(b) to defray the costs of delinquencies or defaults on Second-Tier loans or Second-Tier workplan Activities

(c) for implementation of any additional approved *Project workplan* activities approved by the MPCA under this Agreement

1. If Loan Sponsor elects to subcontract with one or more financial institutions or other administrators, including Project Sponsor, for the purpose of administering its Second-Tier program, Loan Sponsor shall:

(a) comply with all applicable State laws and rules in its selection of subcontractors

(b) include in its subcontract terms that: (1) assure the financial institution or other administrators comply with the requirements of this Agreement; (2) make the MPCA a third party beneficiary of its subcontract; and (3) give the MPCA the right to enforce or otherwise seek remedies under the subcontract

(c) provide for MPCA review a copy of the subcontract, including a breakdown of compensation to be received by the subcontractor, prior to the execution of the subcontract

(d) provide the MPCA with an executed copy of each subcontract within 30 days of the execution of such subcontract

(e) retain the right to assign to the MPCA, in regard to performance of this Agreement, the subcontract and any or all rights pursuant thereto

(f) be responsible for the satisfactory and timely completion of all work required under each subcontract

(g) be responsible for payment of subcontractors

1. *Loan Sponsor* is obligated to repay this loan in full regardless of the existence of default or delinquency of a Second-Tier loan.
2. General duties, responsibilities, and limitations on conduct of joint project sponsor and loan sponsor duties
3. Designation of Project Representatives. Loan Sponsor and Project Sponsor shall each, by resolution of its governing authority, appoint a Project Representative. The Project Representatives shall have the authority to represent them in all matters which, according to the conditions of this Agreement, do not specifically require action by the same parties who executed this Agreement or their successors in office. The MPCA shall consider correspondence from and action on the part of the Project Representatives as representations and actions taken by Loan Sponsor or Project Sponsor. Loan Sponsor and Project Sponsor shall each forward to the MPCA upon execution of this Agreement a certified resolution appointing its Project Representative.
4. Antitrust. Loan Sponsor and Project Sponsor hereby assign to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State.
5. Government Data Practices Act. Loan Sponsor and Project Sponsor and State must comply with the Minnesota Government Data Practices Act, Minn Stat. ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Loan Sponsor and Project Sponsor under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this Part by either the Loan Sponsor, the Project Sponsor or the State.
6. If the Loan Sponsor and Project Sponsor receives a request to release the data referred to it in this part, the Loan Sponsor and Project Sponsor must immediately notify the State. The State will give the Loan Sponsor and Project Sponsor instructions concerning the release of the data to the requesting party before the data is released.
7. Workers' Compensation. Loan Sponsor, and Project Sponsor certifies that it is in compliance with Minn Stat. § 176.181, subd. 2, pertaining to workers’ compensation insurance coverage. Loan Sponsor and Project Sponsor employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State’s obligation or responsibility.
8. Americans with Disabilities Act (ADA) Compliance. In fulfilling the duties and responsibilities of the Agreement, Project Sponsor and Loan Sponsor shall comply with the requirements of P.L. 101-336, Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101, et seq., and regulations promulgated pursuant to it.
9. Exclusive use of project funds. The Loan Sponsor and Project Sponsor shall use all MPCA funds disbursed to it under this Agreement exclusively for the purposes described in this Agreement.
10. Loan Sponsor and Project Sponsor accept and agree to comply with all terms, provisions, conditions and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations and commitments made by Project Sponsor in its application, accompanying documents and communications filed in support of its request for a loan.
11. Loan Sponsor and Project Sponsor certify that, before any funds provided under this Agreement are disbursed to subcontractors, the terms of the subcontracts will be consistent with the terms of this Agreement.
12. Reports, record maintenance, and audit requirements
13. Reports. Project Sponsor shall make reports as provided in Minn. R. ch. 7076 as it may be amended.
14. Records maintenance. Loan Sponsor and Project Sponsor, subcontractors, and contributing administrators with whom Loan Sponsor enters into agreements to perform any or all of the work required under the terms of this Agreement, shall maintain complete and accurate books, records, and documents according to Generally Accepted Government Accounting Standards (GAGAS). Such books, records, documents, and accounting procedures shall fully disclose the amount and disposition of all loan funds disbursed under this Agreement. Such records shall also account for: disposition of project expenditures; property purchased; program income; documentation of compliance with applicable statutes, regulations, and the conditions of this Agreement. Such records shall be available to authorized representatives of the State, including, but not limited to, the State contracting department and the legislative auditor, for examination and audit and shall be maintained for a minimum of six (6) years after termination of this Agreement. If, during the period when this Agreement is effective or within six (6) years thereafter, Loan Sponsor or Project Sponsor has an independent audit conducted which includes or addresses the activities of this Agreement, a copy of the audit shall be provided to the MPCA.
15. Fiscal controls. Loan Sponsor and Project Sponsor shall establish fiscal controls and accounting procedures that are sufficient to assure proper accounting for payments received, disbursements made and balances at the beginning and end of the accounting period. Loan Sponsor and Project Sponsor shall use accounting, audit and fiscal procedures conforming to GAGAS as these are promulgated by the Governmental Accounting Standards Board. Generally accepted auditing standards are usually defined as, but not limited to, those contained in the U.S. General Accounting Office (GAO) publication “Government Auditing Standards.” All accounts shall be established and maintained as separate accounts. Loan Sponsor and Project Sponsor shall expressly require all subcontractors to comply with the provisions of this Section.
16. Single audit. Loan Sponsor and any subrecipient shall be responsible for obtaining audits in accordance with the Single Audit Act of 1984 (31 U.S.C. Sec. 7501-7507); the Single Audit Act Amendments of 1996 (P.L. 104-156); and Federal Agency implementation regulations, including 40 CFR Sec. 31.26. The audits shall be made by an independent auditor in accordance with GAGAS covering financial and compliance audits. Loan Sponsor agrees that the State, the Legislative Auditor, the State Auditor and any independent auditor designated by the State shall have such access to their records and financial statements as may be necessary for them to comply with the Single Audit Act of 1984, as amended, and the most recent revisions of Office of Management and Budget (OMB) Circulars A-128, A-110 or A-133, as applicable. Required audit reports must be filed with the Office of State Auditor, Single Audit Division, and state agencies providing federal assistance within six months of Loan Sponsor or subrecipient’s fiscal year end. If a federal cognizant audit agency has been assigned, copies of required audit reports shall be filed with that agency also. Loan Sponsor and Project Sponsor shall require all subrecipients to comply with the provisions of this Section.
17. Audit. Upon request of the MPCA, Loan Sponsor shall provide an independent audit of one or more fiscal years during which Loan Sponsor received and disbursed financial assistance provided to Loan Sponsor according to the conditions of this Agreement for a minimum of six (6) years from the end of this Agreement.
18. General conditions of agreement
19. Liability. The MPCA shall not be held liable for any payment for damages or other relief associated with the implementation of the *Project workplan* or arising under contracts entered into by Loan Sponsor or Project Sponsor with third parties. Loan Sponsor and Project Sponsor must indemnify, save and hold the State, its agents, and employees, harmless from any claims or causes of action, including attorneys’ fees incurred by the State, arising from the performance of this Agreement by Loan Sponsor or Project Sponsor or their agents, employees or subcontractors. This clause will not be construed to bar any legal remedies the Loan Sponsor or Project Sponsor may have for the State’s failure to fulfill its obligations under this Agreement.
20. Environmental Review requirements for Individual Sewage Treatment System (ISTS) replacement or upgrade activities. When the implementation of project activities, as designated in the approved *Project workplan* as amended, includes the upgrade or replacement of ISTS as identified in Minn. R. ch. 7080, an Environmental Review shall be undertaken according to the provisions of Minn. R. ch. 4410. Project Sponsor may seek a categorical exclusion from this requirement under 40 CFR part 35.3140 as provided in (a) or (b) below:

(a) Project Sponsor must complete the “Checklist for categorical exclusion from environmental review” and return it to the MPCA. After review of this checklist, the MPCA will determine the project’s eligibility for exclusion from further environmental review. If it is determined that the Project does not need further environmental review, a public notice of the determination of a categorical exclusion, in a format provided by the MPCA, must be executed by Project Sponsor. The public notice of categorical exclusion must allow for a minimum of two weeks public comment period, with comments being directed to the MPCA. Project Sponsor must provide the MPCA with proof of that notice.

(b) If the Project does not meet the checklist requirements in (a), the MPCA will send a letter of determination and instructions for further environmental review. If the MPCA determines that further environmental review is necessary, the Project must comply with those requirements before construction can begin. A copy of all information regarding this process will be kept on file at the MPCA for review by the U.S. Environmental Protection Agency.

1. Amendments. Any amendments or modifications to this Agreement must be in writing and will not be effective until it has been executed by the same parties who executed and approved the original Agreement, or their successors in office. Loan Sponsor and Project Sponsor may undertake minor modifications of the approved *Project workplan* with prior written approval of the MPCA Commissioner. No changes to the tasks, schedules, eligible expenditures, or any other provision in the approved *Project workplan* may be made without the written consent of the MPCA.
2. State remedies. If there has been a failure to comply with the provisions of this Agreement, the MPCA may exercise any remedies available at law or in equity.
3. Non-discrimination. During the performance of this Agreement, neither Loan Sponsor nor Project Sponsor shall, because of age, sexual preference, political affiliation, race, color, creed, religion, national origin, sex, marital status, or status with regard to public assistance or disability: (a) discriminate against any person with respect to hire, tenure, compensation, terms of employment, upgrading of employment, facilities, privileges or conditions of employment; (b) refuse to hire persons seeking employment; (c) discharge an employee; or (d) otherwise exclude any person from access to or participation in this Clean Water Partnership loan. The Loan Sponsor and Project Sponsor shall not contract with subcontractors who are not in compliance with the provisions of this Section.
4. Governing law, jurisdiction, and venue. Minnesota law, without regard to its choice-of law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
5. Severability. If a provision of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.
6. Effective date. This Agreement shall be effective on the date that the final required signature is obtained by the State, pursuant to Minn. Stat. § 16C.05, subd. 2.
7. Termination. Except as provided in Part I.4. of this Agreement, this Agreement shall terminate when the MPCA has determined in writing that Loan Sponsor has fully repaid and retired the loan provided to Loan Sponsor according to the terms and conditions of this Agreement.

The State, Loan Sponsor, and Project Sponsor acknowledge their consent to this Agreement and agree to be bound by its terms through their signatures entered below:

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **1. Loan Sponsor: *Name (County or SWCD/other)*** | | | | |  | **3. Minnesota Pollution Control Agency**  ***with delegated authority*** | | | | |
| Print name: | |  | | |  | Print name: | |  | | |
| Signature: | |  | | |  | Signature: | |  | | |
| Title: |  | | Date: |  |  | Title: |  | | Date: |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **2. Project Sponsor: *Name (County or SWCD/other)*** | | | | |  | **4. Minnesota Pollution Control Agency *Individual certifies that funds have been encumbered as required by Minn. Stat.§§ 16A.15 and 16C.05*** | | | | | |
| Print name: | |  | | |  | Print name: | |  | | | |
| Signature: | |  | | |  | Signature: | |  | | | |
| Title: |  | | Date: |  |  | Title: |  | | | Date: |  |
|  |  | |  |  |  | Purchase order number: | | |  | | |
|  |  | |  |  |  | SWIFT ID number: | | |  | | |

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|  | | | | |  | **5. Commissioner of Administration *As delegated to Materials Management Division*** | | | | |
|  | |  | | |  | Print name: | |  | | |
|  | |  | | |  | Signature: | |  | | |
|  |  | |  |  |  | Title: |  | | Date: |  |

**Attachment 1:** Project workplan (in accordance with Part B.2.)

**Attachment 2:** Estimated repayment schedule (in accordance with Part D.2., H.3., and H.4.)

Attachment 2 – Estimated repayment schedule

**<Insert Project Title>**

***Clean Water Partnership Project***

**Principal amount $**

**Estimated interest accrued $ N/A**

***(during project implementation period)***

**Total loan balance $**

**Term (years) 10**

**Annual percentage rate %**

**Number of payments 20**

**Payment amount $**

