

## CONTRACT FACE SHEET

**Contract Number:** PW-06-962-044

**Amendment:** Z

### PUBLIC WORKS BOARD CONSTRUCTION FUNDING AGREEMENT

<b>1. Contractor</b> City of Tenino 149 S Hodgden Street PO Box 4019 Tenino, WA 98589		<b>2. Contractor Doing Business As (optional)</b> N/A	
<b>3. Contractor Representative</b> Nancy Reddick, <a href="mailto:nreddick@cityoftenino.org">nreddick@cityoftenino.org</a>		<b>4. Public Works Board Representative</b> Max Wedding, <a href="mailto:max.wedding@commerce.wa.gov">max.wedding@commerce.wa.gov</a>	
<b>5. Contract Amount</b> \$7,000,000.00	<b>6. Amendment Amount</b> \$0.00	<b>7. New Contract Amount</b> \$7,000,000.00	
<b>8. Amendment Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		<b>9. Amendment Start Date</b> Amendment Execution Date	<b>10. Contract End Date</b> June 1, 2031
<b>11. Federal Funds (as applicable)</b> N/A	<b>Federal Agency</b> N/A	<b>CFDA Number</b> N/A	
<b>12. Tax ID #</b> n/a	<b>13. SWV #</b> 0001495-00	<b>14. UBI #</b> 343-000-396	<b>15. UEI #</b> n/a
<b>16. Amendment Purpose</b> The purpose of this amendment is to modify the term of the loan and temporarily accept interest-only payment.			
The Board, defined as the Washington State Public Works Board and Borrower/Contractor acknowledge and accept the terms of this Agreement/Contract As Amended and have executed this Agreement/Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement/Contract As Amended are governed by this Agreement/Contract Amendment and the following other documents incorporated by reference: Amendment Terms and Conditions. A copy of this Agreement/Contract Amendment shall be attached to and made a part of the original Agreement/Contract between the Board and the Borrower/Contractor. Any reference in the original Agreement/Contract to the "Agreement" or the "Contract" shall mean the "Agreement As Amended" or "Contract As Amended," respectively.			
<b>FOR THE CONTRACTOR</b>  PER PWB: THIS COPY NOT FOR SIGNATURE Signature _____  Print Name _____  Title _____  Date _____		<b>FOR PUBLIC WORKS BOARD</b>  _____ Vincent McGowan, PE, Public Works Board Chair  _____ Date  <b>APPROVED AS TO FORM ONLY</b>  Signature on File _____ Dawn C. Cortez Assistant Attorney General	

# DECLARATIONS

## CLIENT INFORMATION

Legal Name: City of Tenino  
Loan Number: PW-06-962-044  
Amendment: Z

## PROJECT INFORMATION

Project Title: WWTP & Collection System  
Project City: Tenino  
Project State: **Washington**  
Project Zip Code: 98589

## LOAN INFORMATION

New Loan Amount: **\$7,000,000.00**  
Prior Loan Amount: **\$7,000,000.00**  
Total Estimated Cost and Funding: **\$7,000,000.00**  
Loan Forgiveness % (if applicable): **0%**  
Loan Term: 26 Years  
Interest Rate: **0.50%**  
Payment Month: June 1<sup>st</sup>  
Loan Reimbursement Start Date: June 7, 2006

## SPECIAL TERMS AND CONDITIONS GOVERNING THIS LOAN AGREEMENT

n/a

## LOAN SECURITY CONDITION GOVERNING THIS LOAN AGREEMENT

This loan is a revenue obligation of the CONTRACTOR payable solely from the net revenue of the Sanitary Sewer (Wastewater) system. Payments shall be made from the net revenue of the utility after the payment of the principal and interest on any revenue bonds, notes, warrants or other obligations of the utility having a lien on that net revenue. As used here, "net revenue" means gross revenue minus expenses of maintenance and operations. The BOARD grants the CONTRACTOR the right to issue future bonds and notes that constitute a lien and charge on net revenue superior to the lien and charge of this loan agreement.

## SCOPE OF WORK

The project will result in construction of Tenino's first wastewater treatment plant and collection system. The plant will be a membrane bioreactor (MBR) with a capacity of 0.36 MGD and will produce Class A reclaimed water. Infiltration basins will also be built and will be used to infiltrate the reclaimed water. The collection system will consist of approximately 68,500 LF of 1 1/2" to 6" diameter pipe.

The treatment plant will consist of the following major components: Headworks including self-cleaning bar screen, automatic grit chamber and odor control for the incoming raw sewage; Membrane Bioreactor (MBR) treatment plant to produce Class A reclaimed water to be used for groundwater recharge; UV disinfection system; Equalization storage basin; Emergency generator to provide reliability; Facultative sludge storage basin; Lab/Control building; Blower/Electrical building; Reclaimed water pump station; Infiltration basins for groundwater recharge.

# AMENDMENT TERMS AND CONDITIONS

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**Washington State Department of Commerce  
PUBLIC WORKS BOARD  
CONSTRUCTION FUNDING AGREEMENT**

Contractor/Borrower: City of Tenino  
Contract Number: PW-06-962-044  
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The purpose of this amendment is to extend the terms of the loan by six (6) years and accept one (1) year of interest-only payments, starting from the June 1, 2026 loan payment due date, of the above referenced Public Works Board Program.

The Public Works Board (or its successors), a department of the State of Washington, (hereafter referred to as the "Board") and the Contractor, listed above and on the attached Face Sheet, agree to amend the declared loan as described.