

It is expected that a Quorum of the Personnel Committee, Board of Public Works, and Common Council will be attending this meeting: (although it is not expected that any official action of any of those bodies will be taken)

**CITY OF MENASHA
ADMINISTRATION COMMITTEE
Third Floor Council Chambers
140 Main Street, Menasha
January 21, 2013
6:30 PM
or immediately following Common Council
AGENDA**

- A. CALL TO ORDER
- B. ROLL CALL/EXCUSED ABSENCES
- C. MINUTES TO APPROVE
 - 1. [Administration Committee, 1/7/13](#)
- D. DISCUSSION/ACTION ITEMS
 - 1. [Approval of the proposed Parochial School fees for school year 2013-2014 \(Recommendation of Board of Health\)](#)
 - 2. [R-2-13 Resolution Authorizing the Issuance and Sale of up to \\$6,139,459 Taxable Sewerage System Revenue Bonds, Series 2013, and Providing for Other Details and Covenants with Respect Thereto.](#)
- E. ADJOURNMENT

"Menasha is committed to its diverse population. Our Non-English speaking population and those with disabilities are invited to contact the Menasha City Clerk at 967-3603 24-hours in advance of the meeting for the City to arrange special accommodations."

CITY OF MENASHA
ADMINISTRATION COMMITTEE
Third Floor Council Chambers
140 Main Street, Menasha
January 7, 2013
MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Klein at 6:40 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Sevenich, Langdon, Krueger, Zelinski, Englebert, Benner, Klein, Taylor

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Styka, DPW Radtke, CDD Keil, C/T Stoffel, Clerk Galeazzi.

C. MINUTES TO APPROVE

1. [Administration Committee, 12/17/12](#)

Moved by Ald. Langdon, seconded by Ald. Krueger to approve minutes.

Motion carried on voice vote.

D. COMMUNICATIONS

1. [2013 Insurance Summary](#)

CA/HRD Captain reviewed the City's insurance coverage for 2013.

E. DISCUSSION/ACTION ITEMS

1. [Renewal of listing agreements with Drifka Group Inc.](#)

CDD Keil explained the two listing agreements. One agreement covers 81 & 87 Racine Street and 504 Broad Street. The other agreement covers the remaining lots in Midway Business Park and on Province Terrace.

General discussion ensued on the need for a sign on the Racine/Broad Street parcels advertising the sale of the lots.

Chairman Klein requested each listing agreement be listed separately on the Common Council agenda.

Moved by Ald. Langdon, seconded by Ald. Englebert to recommend to Common Council renewal of Listing Agreements with Drifka Group Inc.

Motion carried on roll call 8-0.

F. ADJOURNMENT

Moved by Ald. Sevenich, seconded by Ald. Krueger to adjourn at 6:52 p.m.

Motion carried on voice vote.

Respectfully submitted by Deborah A. Galeazzi, WCMC, City Clerk

Parochial School Fees

	<u>Current 2012-2013</u>	<u>Proposed 2013-2014</u>
Vision/Hearing Screenings	\$9.30/hr	\$9.60/hr
Public Health Nurse	\$42.00/hr	\$44.00/hr
Public Health Aide	\$32.00/hr	\$34.00/hr
Dental Hygienist	\$39.00/hr	\$41.00/hr
Registered Sanitarian	\$42.00/hr	\$44.00/hr

RESOLUTION NO. R-2-13

RESOLUTION AUTHORIZING THE ISSUANCE AND
SALE OF UP TO \$6,139,459 TAXABLE SEWERAGE SYSTEM REVENUE BONDS,
SERIES 2013,
AND PROVIDING FOR OTHER DETAILS AND
COVENANTS WITH RESPECT THERETO

Introduced by Mayor Merkes:

WHEREAS, the City of Menasha, Calumet and Winnebago Counties, Wisconsin (the "Municipality") owns and operates a sewerage system (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, the Municipality is a member of the Neenah-Menasha Sewerage Commission (the "Commission"), an intergovernmental commission created pursuant to Section 66.30 (now Section 66.0301) of the Wisconsin Statutes and the Neenah-Menasha Sewerage Commission Ordinance-Contract (as amended June 2008) (the "Intergovernmental Agreement"), by and among the Municipality, the City of Neenah, the Town of Neenah Sanitary District No. 1, the Town of Neenah Sanitary District No. 1-1, the Town of Neenah Sanitary District No. 2, the Town of Menasha Sanitary District No. 4, the Town of Harrison Waverly Sanitary District, the Town of Neenah, the Town of Menasha and the Town of Harrison, Wisconsin, to provide for the joint establishment, operation, and administration of sewerage collection, treatment and disposal facilities; and

WHEREAS, pursuant to the Intergovernmental Agreement, the Municipality and the other members of the Commission have delegated to the Commission all such powers as are stated in the Intergovernmental Agreement which are necessary for the acquisition, construction, maintenance, and operation of sewerage collection, treatment, and disposal facilities to service all of the members of the Commission as provided in the Intergovernmental Agreement; and

WHEREAS, pursuant to the Intergovernmental Agreement, the Commission has constructed a regional wastewater treatment facility and related collection and disposal facilities (collectively, the "Facility") for the transmission, treatment, and disposal of wastewater; and

WHEREAS, the Municipality and other members of the Commission own the Facility through their participation in the Commission as provided in the Intergovernmental Agreement, and the proportionate share of the Facility owned by the Municipality constitutes a portion of the System; and

WHEREAS, pursuant to Resolution No. R-30-04 adopted on November 15, 2004 (the "2004 Resolution"), the Municipality has heretofore issued its Sewerage System Revenue Bonds, Series 2004, dated November 24, 2004 (the "2004 Bonds"), which 2004 Bonds are payable from the income and revenues of the System; and

WHEREAS, pursuant to Resolution No. R-2-08 adopted on February 18, 2008 (the "2008 Resolution"), the Municipality has heretofore issued its Sewerage System Revenue Bonds, Series 2008, dated March 12, 2008 (the "2008 Bonds"), which 2008 Bonds are payable from the income and revenues of the System; and

WHEREAS, pursuant to Resolution No. R-37-11 adopted on October 17, 2011 (the "2011 Resolution"), the Municipality has heretofore issued its Sewerage System Revenue Bonds, Series 2011, dated November 9, 2011 (the "2011 Bonds"), which 2011 Bonds are payable from the income and revenues of the System; and

WHEREAS, the 2004 Bonds, the 2008 Bonds and the 2011 Bonds shall collectively be referred to as the "Prior Bonds"; and

WHEREAS, the 2004 Resolution, the 2008 Resolution and the 2011 Resolution shall collectively be referred to as the "Prior Resolutions"; and

WHEREAS, certain improvements to the System (including, but not limited to the portion of the Facility that is part of the System) are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Clean Water Fund Program Project No. 4115-03 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41, Wisconsin Statutes, assigned No. S-2011-0505 and dated October 27, 2011 and No. S-2012-0355 and dated September 18, 2012 by the DNR; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Commission has heretofore issued its Sewerage System Revenue Bonds, Series 2003B, dated September 1, 2003, which are payable from the income and revenues derived from the operation of the Facility (including the portion of the Facility that is part of the System); and

WHEREAS, the Commission has heretofore issued its Sewerage System Revenue Bond Anticipation Notes, Series 2012A, dated November 30, 2012 and Taxable Sewerage System Revenue Bond Anticipation Notes, Series 2012B, dated November 30, 2012 (collectively, the "Prior Notes") for the purpose of paying a portion of the costs of the Project; and

WHEREAS, pursuant to Section 66.0621(4)(b), Wisconsin Statutes any municipality may also issue new bonds to provide funds for the payment of any outstanding municipal obligations issued for purchasing, acquiring, constructing, extending, adding to, improving, conducting, controlling, operating and managing a public utility; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell sewerage system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant to the provisions of Section 66.0621, Wisconsin Statutes, to pay its proportionate share of the cost of the Project and refunding the Prior Notes; and

WHEREAS, the Prior Resolutions permit the issuance of additional bonds on a parity with the Prior Bonds upon certain conditions, and those conditions have been met or waived by the State of Wisconsin Clean Water Fund Program, the sole registered owner of all Prior Bonds, which has consented to the issuance of the additional bonds on a parity with the Prior Bonds, a copy of which consent and waiver is attached hereto as Exhibit B; and

WHEREAS, due to certain provisions of the Internal Revenue Code of 1986, as amended, it is necessary to issue such bonds on a taxable basis, and the State of Wisconsin Clean Water Fund Program has granted the Municipality a variance to allow such bonds to be issued on a taxable basis; and

WHEREAS, certain other members of the Commission will be issuing obligations or contributing cash to finance their respective proportionate shares of the cost of the Project and refunding the Prior Notes; and

WHEREAS, because the Commission operates the Facility, it is necessary, desirable and in the best interests of the Commission and the Municipality for the Commission to act as agent of the Municipality in performing some of the Municipality's obligations under the Financial Assistance Agreement (as defined herein); and

WHEREAS, other than the Prior Bonds, no bonds or obligations of the Municipality payable from the revenues of the System are now outstanding.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

- (a) "Act" means Section 66.0621, Wisconsin Statutes;
- (b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;
- (c) "Bonds" means the \$6,139,459 Taxable Sewerage System Revenue Bonds, Series 2013, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;
- (d) "Commission" means the Neenah-Menasha Sewerage Commission, an intergovernmental commission created pursuant to Section 66.30 (now Section 66.0301) of the Wisconsin Statutes and the Intergovernmental Agreement;
- (e) "Bond Year" means the twelve-month period ending on each May 1;

(f) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;

(g) "Debt Service Fund" means the Debt Service Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;

(h) "Facility" has the meaning set forth in the preamble hereto;

(i) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;

(j) "Fiscal Year" means the twelve-month period ending on each December 31;

(k) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;

(l) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from sewerage charges imposed by the Municipality, all payments to the Municipality under any wastewater treatment service agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees and any special assessments levied and collected in connection with the Project;

(m) "Intergovernmental Agreement" means the Neenah-Menasha Sewerage Commission Ordinance-Contract (as amended June 2008) entered into by and among the Municipality, the City of Neenah, the Town of Neenah Sanitary District No. 1, the Town of Neenah Sanitary District No. 1-1, the Town of Neenah Sanitary District No. 2, the Town of Menasha Sanitary District No. 4, the Town of Harrison Waverly Sanitary District, the Town of Neenah, the Town of Menasha and the Town of Harrison, Wisconsin, to provide for the joint establishment, operation and administration of sewerage collection, treatment and disposal facilities;

(n) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(o) "Municipality" means the City of Menasha, Calumet and Winnebago Counties, Wisconsin;

(p) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;

(q) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(r) "Prior Bonds" means the 2004 Bonds, the 2008 Bonds and 2011 Bonds, collectively;

(s) "Prior Notes" means the Commission's Sewerage System Revenue Bond Anticipation Notes, Series 2012A, dated November 30, 2012 and Taxable Sewerage System Revenue Bond Anticipation Notes, Series 2012B, dated November 30, 2012, collectively;

(t) "Prior Resolutions" means the 2004 Resolution, the 2008 Resolution and the 2011 Resolution, collectively;

(u) "Project" means the Project described in the preamble to this Resolution. All elements of the Project to be financed by the Bonds are to be owned by the Municipality by means of its membership in the Commission as part of the System as described in the preamble hereto and operated by the Commission pursuant to the Intergovernmental Agreement;

(v) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date;

(w) "System" means the entire sewerage system of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, transmission, treatment and disposal of domestic and industrial sewerage and waste, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in connection with such sewerage system and including all appurtenances, contracts, leases, franchises, and other intangibles;

(x) "2004 Bonds" means the Municipality's Sewerage System Revenue Bonds, Series 2004, dated November 24, 2004;

(y) "2004 Resolution" means Resolution No. R-30-04 adopted by the Governing Body on November 15, 2004 authorizing the issuance of the 2004 Bonds;

(z) "2008 Bonds" means the Municipality's Sewerage System Revenue Bonds, Series 2008, dated March 12, 2008;

(aa) "2008 Resolution" means Resolution No. R-2-08 adopted by the Governing Body on February 18, 2008 authorizing the issuance of the 2008 Bonds;

(bb) "2011 Bonds" means the Municipality's Sewerage System Revenue Bonds, Series 2011, dated November 9, 2011; and

(cc) "2011 Resolution" means Resolution No. R-37-11 adopted by the Governing Body on October 17, 2011 authorizing the issuance of the 2011 Bonds.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses) and refunding the Prior Notes, there shall be borrowed on the credit of the income and revenue of

the System up to the sum of \$6,139,459; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Clean Water Fund Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

The Governing Body hereby determines that the refunding of the Prior Notes is advantageous and necessary to the Municipality.

Section 3. Terms of the Bonds. The Bonds shall be designated "Taxable Sewerage System Revenue Bonds, Series 2013" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 2.646% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on May 1, 2013 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the Mayor and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond (except the final maturity) and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by check or draft of the Municipality and mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter created and established, and shall be a valid claim of the registered owner or

owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund, on a parity with the pledge granted to the holders of the Prior Bonds. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds, certain funds of the System which were created and established by the 2004 Resolution are hereby continued and shall be used solely for the following respective purposes:

- (a) Revenue Fund, into which shall be deposited as received the Gross Earnings of the System, which money shall then be divided among the Operation and Maintenance Fund, the Debt Service Fund and the Surplus Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.
- (b) Operation and Maintenance Fund, which shall be used for the payment of Current Expenses.
- (c) Debt Service Fund, which shall be used for the payment of the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and Parity Bonds as the same becomes due.
- (d) Surplus Fund, which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the Prior Bonds, the Bonds and Parity Bonds when the Debt Service Fund shall be insufficient for such purpose, and thereafter shall be disbursed as follows: (i) at any time, to remedy any deficiency in any of the Funds provided in this Section 6 hereof; and (ii) money thereafter remaining in the Surplus Fund at the end of any Fiscal Year may be transferred to any of the funds or accounts created herein or to reimburse the general fund of the Municipality for advances made by the Municipality to the System.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

- (a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);
- (b) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Prior Bonds, the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Prior Bonds, the Bonds and any Parity Bonds

coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source); and

- (c) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (c) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Prior Bonds, the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on, the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created (except the Sewerage System CWFPP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing sewerage services for public purposes shall be charged against the Municipality and shall be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Prior Bonds, the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the

Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. The Bonds are issued on a parity with the Prior Bonds as to the pledge of revenues of the System. No bonds or obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Clean Water Fund Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may certify would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Clean Water Fund Program for the purchase price of up to \$6,139,459 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality and Commission are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Sewerage System CWFPP Project Fund." The Sewerage System CWFPP Project Fund shall be used solely for the purpose of paying the costs of the Project and refunding expended proceeds of the Prior Notes as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Sewerage System CWFPP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality

of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 17. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Clean Water Fund Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Clean Water Fund Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 18. Agency Agreement with Commission. The Governing Body hereby appoints and authorizes the Commission to act as its agent pursuant to the Intergovernmental Agreement and an agency agreement to be entered into with the Commission in substantially the form attached hereto as Exhibit C, including, without limitation, in the following matters: requesting and receiving disbursements of Bond proceeds from the State, maintaining and administering the Sewerage System CWFP Project Fund, and subaccounts of the Revenue Fund, Operation and Maintenance Fund, Debt Service Fund and Surplus Fund, expending Bond proceeds from the Sewerage System CWFP Project Fund to pay the costs of the Project and refunding the Prior Notes as more fully described in the preamble hereof, making debt service payments on the Bonds from the Debt Service Fund, and performing all other acts required to be performed by this Resolution and the Financial Assistance Agreement.

Section 19. Conflicting Resolutions. All ordinances, resolutions (other than the Prior Resolutions), or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control as long as any of the respective Prior Bonds are outstanding.

Passed: February 4, 2013

Approved: February 4, 2013

Donald Merkes
Mayor

Attest:

Deborah A. Galeazzi
City Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED
NO. _____

UNITED STATES OF AMERICA
STATE OF WISCONSIN
CALUMET AND WINNEBAGO COUNTIES
CITY OF MENASHA

REGISTERED
\$ _____

TAXABLE SEWERAGE SYSTEM REVENUE BOND, SERIES 2013

Final
Maturity Date

Date of
Original Issue

May 1, 2032

_____, 20__

REGISTERED OWNER: STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

FOR VALUE RECEIVED the City of Menasha, Calumet and Winnebago Counties, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed _____ DOLLARS (\$ _____) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2014 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 2.646% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on May 1, 2013.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2014 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at Two and 646/1000ths percent (2.646%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof (except the final maturity) and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date and mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

The Bonds shall not be redeemable prior to their maturity, except with the consent of the registered owner.

This Bond is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Sewerage System of the Municipality, consisting of the Municipality's proportionate share of improvements to a regional wastewater treatment facility and collection and disposal system constructed and operated by the Neenah-Menasha Sewerage Commission, and refunding obligations of the Commission issued for that purpose, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted February 4, 2013, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$6,139,459 Taxable Sewerage System Revenue Bonds, Series 2013, and Providing for Other Details and Covenants With Respect Thereto" and is payable only from the income and revenues derived from the operation of the Sewerage System of the Municipality (the "Utility"). The Bonds are issued on a parity with the Municipality's Sewerage System Revenue Bonds, Series 2004, dated November 24, 2004, Sewerage System Revenue Bonds, Series 2008, dated March 12, 2008 and Sewerage System Revenue Bonds, Series 2011, dated November 9, 2011, as to the pledge of income and revenues of the Utility. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF MENASHA,
WISCONSIN

(SEAL)

By: _____
Donald Merkes
Mayor

COPY
By: _____
Deborah A. Galeazzi
City Clerk

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing

COPY

Attorney to transfer said Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2014	\$252,850.73
May 1, 2015	259,541.16
May 1, 2016	266,408.62
May 1, 2017	273,457.79
May 1, 2018	280,693.49
May 1, 2019	288,120.64
May 1, 2020	295,744.31
May 1, 2021	303,569.70
May 1, 2022	311,602.16
May 1, 2023	319,847.15
May 1, 2024	328,310.30
May 1, 2025	336,997.39
May 1, 2026	345,914.35
May 1, 2027	355,067.24
May 1, 2028	364,462.32
May 1, 2029	374,105.99
May 1, 2030	384,004.83
May 1, 2031	394,165.60
May 1, 2032	404,595.23

COPY



**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

SCOTT WALKER
GOVERNOR

MIKE HUEBSCH
SECRETARY

Division of Executive Budget and Finance
Environmental Improvement Fund, 10th flr
P. O. Box 7864
Madison, WI 53707-7864
Fax 608.266.7645 TTY 608.267.9629
www.doa.state.wi.us/capitalfinance

EXHIBIT B

City of Menasha Sewerage System Revenue Bonds, Series 2013
Consent to Issuance of Parity Bonds

WHEREAS, pursuant to a resolution adopted on November 15, 2004 (the "2004 Resolution"), the City of Menasha (the "City") sold \$1,076,907 Sewerage System Revenue Bonds, Series 2004, dated November 24, 2004 (the "2004 Bonds") to the State of Wisconsin Clean Water Fund Program (the "State"); and

WHEREAS, pursuant to a resolution adopted on February 18, 2008 (the "2008 Resolution"), the City sold \$2,733,387 Sewerage System Revenue Bonds, Series 2008, dated March 12, 2008 (the "2008 Bonds") to the State; and

WHEREAS, pursuant to a resolution adopted on October 17, 2011 (the "2011 Resolution"), the City sold \$872,956 Sewerage System Revenue Bonds, Series 2011, dated November 9, 2011 (the "2011 Bonds") to the State; and

WHEREAS, the City now proposes to issue its \$6,139,459 Taxable Sewerage System Revenue Bonds, Series 2013, dated on or about February 13, 2013 (the "2013 Bonds") on a parity with the 2004 Bonds, 2008 Bonds and the 2011 Bonds; and

WHEREAS, the City has increased its sewer user charges effective January 1, 2013 (27% increase); and

WHEREAS, Section 11(b)(1) of the 2004 Resolution, 2008 Resolution and 2011 Resolution relative to debt coverage for the issuance of the 2013 Bonds on a parity with the 2004 Bonds, 2008 Bonds and 2011 Bonds would require using Net Revenues (as defined in the 2004 Resolution, 2008 Resolution and 2011 Resolution) for fiscal year 2012 as a starting point for the required certification of net revenues to determine whether the debt coverage test contained in that section is met; and

WHEREAS, the City's sewer utility financial information necessary to calculate Net Revenues for fiscal year 2012 will not be available prior to the proposed closing date for the 2013 Bonds.

WHEREAS, the City has requested consent from the State to allow the 2013 Bonds to be issued on a parity with the 2004 Bonds, 2008 Bonds and 2011 Bonds even though its 2012 financial information will not be available to calculate the required certification of net revenues; and

WHEREAS, the State has determined that the use of the 2011 financial information for the required certification of net revenues is acceptable to the State.

NOW, THEREFORE, the State, as sole registered owner of all of the 2004 Bonds, 2008 Bonds and 2011 Bonds consents to the issuance of the 2013 Bonds on a parity basis with the 2004 Bonds, 2008 Bonds and 2011 Bonds. This consent shall apply only in connection with the issuance of the 2013 Bonds and shall not extend to the issuance of any additional bonds or prejudice any rights or remedies whatever that the State may have with respect to the issuance of any additional bonds.

Dated as of January 4, 2013

State of Wisconsin Clean Water Fund Program

By: 
Michael D. Wolff
Finance Programs Administrator

ACCEPTED by:
City of Menasha

By: _____
Donald Merkes
Mayor

Attest: _____
Deborah A. Galeazzi
City Clerk

EXHIBIT C

Form of Agency Agreement

(See Attached)

**AGENCY AGREEMENT
RELATING TO TAXABLE SEWERAGE SYSTEM REVENUE BONDS, SERIES 2013 AND
TAXABLE GENERAL OBLIGATION SEWERAGE SYSTEM PROMISSORY NOTES,
SERIES 2013**

WHEREAS, the NEENAH-MENASHA SEWERAGE COMMISSION (the "Commission"), an intergovernmental commission created under Section 66.30 (now section 66.0301), Wisconsin Statutes, pursuant to the Neenah-Menasha Sewerage Commission Ordinance-Contract (as amended June 2008) (the "Ordinance-Contract"), which listed initial signers as the CITY OF NEENAH, CITY OF MENASHA, TOWN OF NEENAH, the former TOWN OF MENASHA SANITARY DISTRICT #4; TOWN OF MENASHA, the former TOWN OF NEENAH-SANITARY DISTRICT #1, the former TOWN OF NEENAH SANITARY DISTRICT #1-1; TOWN OF NEENAH SANITARY DISTRICT No. 2, TOWN OF HARRISON and TOWN OF HARRISON SANITARY DISTRICT (current legal name is Waverly Sanitary District of the Town of Harrison), operates a Wastewater Treatment Facility (the "System") as a public utility serving its member communities pursuant to the Ordinance-Contract; and

WHEREAS, the Town of Menasha Sanitary District No. 4 has been dissolved, and the Town of Menasha has assumed its rights and obligations under the Ordinance-Contract; and

WHEREAS, the Town of Neenah Sanitary District No. 1's territory has been annexed into the City of Neenah, which has assumed its rights and obligations under the Ordinance-Contract; and

WHEREAS, the Town of Neenah Sanitary District No. 1-1's territory has been annexed into the City of Neenah, which has assumed its rights and obligations under the Ordinance-Contract; and

WHEREAS, the Town of Harrison was always a limited contracting municipality to the Ordinance-Contract and is only a party for the purpose of granting easements and not a party for any financial responsibility; and

WHEREAS, the Town of Neenah was always a limited contracting municipality to the Ordinance-Contract and is only a party for the purpose of granting easements and not a party for any financial responsibility; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Commission's member communities and the residents thereof, consisting of the construction of the project (the "Project") assigned Clean Water Fund ("CWF") Project No. 4115-03 by the Wisconsin Department of Natural Resources (the "DNR"), and as described in the DNR approval letters for the plans and specifications for the Project or portions thereof, issued under Section 281.41 of the Wisconsin Statutes, dated October 27, 2011 and assigned No. S-2011-0505 and dated September 18, 2012 and assigned No. S-2012-0355 by the DNR; and

WHEREAS, the Town of Neenah Sanitary District No. 2 is making an up-front cash contribution to the Commission for its share of the Project pursuant to separate agreement with the Commission; and

Whereas, the City of Neenah, the City of Menasha, the Town of Menasha and the Waverly Sanitary District of the Town of Harrison (the "Issuing Communities") are to receive loans from the State of Wisconsin CWF Program for the purpose of paying the cost of the Project and refunding the Commission's Sewerage System Revenue Bond Anticipation Notes, Series 2012A, dated November 30, 2012 and Taxable Sewerage System Revenue Bond Anticipation Notes, Series 2012B, dated November 30, 2012 (the "Prior Notes") issued to provide interim financing for the Project, and are to

issue Taxable Sewerage System Revenue Bonds, Series 2013 or Taxable General Obligation Sewerage System Promissory Notes, Series 2013 in exchange therefor pursuant to the Financial Assistance Agreements made between the State of Wisconsin by the DNR and Department of Administration and the Issuing Communities, respectively, dated February 13, 2013 (the "Financial Assistance Agreements"); and

WHEREAS, on January 16, 2013, January 23, 2013, January 28, 2013 and February 4, 2013 the respective governing bodies of the Issuing Communities adopted resolutions authorizing the issuance of Taxable Sewerage System Revenue Bonds, Series 2013 or Taxable General Obligation Sewerage System Promissory Notes, Series 2013 (collectively, the "Bonds") for the above-mentioned purposes (the "Bond Resolutions"); and

WHEREAS, because the Commission operates the System, it is necessary, desirable and in the best interests of the Commission for the Commission to act as agent of the Issuing Communities in performing certain of their obligations under the Financial Assistance Agreements and Bond Resolutions.

NOW THEREFORE, be it resolved by the Commission that:

Section 1. Agency Provisions. The Commission shall act as agent of the Issuing Communities in the following matters:

- 1.a. Disbursement of Bond Proceeds. The Commission shall make requests for disbursement of the proceeds of the Bonds (the "Bond Proceeds") to the State of Wisconsin CWF Program in accordance with the Financial Assistance Agreements and the Bond Resolutions.
- 1.b. Receipt of Bond Proceeds. The Commission shall accept disbursements of Bond Proceeds from the State of Wisconsin CWF Program pursuant to the Financial Assistance Agreements and the Bond Resolutions, shall deposit the Bond Proceeds into the respective Project Funds established by the Issuing Communities pursuant to the Bond Resolutions and shall expend the Bond Proceeds on costs of the Project and refunding obligations issued for that purpose as more fully described in the Financial Assistance Agreements and the Bond Resolutions.
- 1.c. Administration of Funds. The Commission shall administer the funds enumerated in the Bond Resolutions in accordance with the provisions of the Bond Resolutions and the Financial Assistance Agreements. The Commission shall administer the Sewerage System CWF Project Fund or Borrowed Money Fund established in each Bond Resolution as single funds and shall maintain separate Debt Service Fund Accounts for the Issuing Communities. For the City of Neenah and the City of Menasha, the Commission shall maintain and administer subaccounts of the Revenue Fund, Operation and Maintenance Fund and Surplus Fund established in each Bond Resolution as single funds, and the Debt Service Fund Accounts shall be maintained as a subaccount of the Debt Service Fund established by each Bond Resolution.
- 1.d. Charges. The charges imposed on the member communities under the Ordinance-Contract will include as a component the total amount of debt service due on the Bonds issued by the Issuing Communities. The amount of debt service charged to each municipality will be determined on the basis of usage of the Commission facilities in accordance with the general formula for allocation of costs under the Ordinance-Contract. The Commission will allocate the amounts received with respect to debt service to the

individual Debt Service Funds so the amount on deposit in each Debt Service Fund is sufficient to pay the principal and interest payable on each Issuing Community's Bonds, respectively.

- 1.e. Payment on the Bonds. The Commission shall make payments of principal and interest on the Bonds to the State of Wisconsin CWF Program from the Debt Service Funds created by the Bond Resolutions in accordance with the repayment schedules provided to the Commission by the Issuing Communities. Notwithstanding the provision of Section 1.d., above, if the amounts deposited in the Debt Service Funds are not sufficient to pay debt on the Bonds, the Issuing Communities each will remain responsible for payment of the debt service on the Bonds they issued.

Section 2. Observance of Financial Assistance Agreements and Bond Resolutions. In performing its obligations under this Agreement, the Commission shall observe and not violate, nor shall it cause the Issuing Communities to violate or fail to observe, any provisions of the Financial Assistance Agreements or the Bond Resolutions. The Commission shall also operate and manage the System and the Project in such a manner so as to observe and not violate, or cause the Issuing Communities to violate or fail to observe, any provisions of the Financial Assistance Agreements or the Bond Resolutions.

Section 3. Allocation of Revenues to Debt Service Funds. To the extent of the debt service requirements of the Bonds, the Net Revenues of the System allocable to the Issuing Communities shall be deposited in the Debt Service Funds for the Bonds according to the following proportions:

- 3.a. 52.21% to the City of Neenah Debt Service Fund;
- 3.b. 28.64% to the City of Menasha Debt Service Fund;
- 3.c. 15.34% to the Town of Menasha Debt Service Fund; and
- 3.d. 3.81% to the Waverly Sanitary District of the Town of Harrison Debt Service Fund;

Section 4. Definitions. Any capitalized items used in this Agreement, which are not defined herein, shall have the meanings given them in the Bond Resolutions.

Section 5. Term of the Agreement. This Agreement shall bind the parties and shall not terminate until all of the Bonds have either been discharged or defeased, as provided for in the Bond Resolutions. In the event that any portion of this Agreement shall become unenforceable or cease to bind the parties for any reason, the Issuing Communities shall each perform, with respect to their respective Bonds, any obligations under the Bond Resolutions or Financial Assistance Agreements, which the Commission has become unable to perform.

Section 6. Severability of Provisions. The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

Section 7. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Dated this 13th day of February, 2013.

CITY OF NEENAH, Wisconsin

Mayor

Clerk

CITY OF MENASHA, Wisconsin

Mayor

Clerk

TOWN OF MENASHA, Wisconsin

Chairperson

Town Clerk

WAVERLY SANITARY DISTRICT OF THE TOWN OF HARRISON, Wisconsin

President

Secretary

NEENAH-MENASHA SEWERAGE COMMISSION, Wisconsin

Dale Youngquist, President

ATTEST:

Kathy Bauer, Secretary/Treasurer

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
PO Box 7921
Madison, Wisconsin 53707-7921
(608) 266-7555

Financial Assistance Agreement
Clean Water Fund Program
Form 8700-214 rev 05/11

STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

CITY OF MENASHA

\$6,139,459

FINANCIAL ASSISTANCE AGREEMENT

Dated as of February 13, 2013

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Clean Water Fund Program. This agreement is awarded pursuant to ss. 281.58 and 281.59, Wis. Stats. The purpose of this agreement is to award financial assistance from the Clean Water Fund Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality and an authorized officer of the State of Wisconsin Department of Natural Resources and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Clean Water Fund Program.

Municipal Identification No. 70A00
Clean Water Fund Program Project No. 4115-03

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WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated February 13, 2013, between the STATE OF WISCONSIN Clean Water Fund Program (the "CWFP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.58 and 281.59, Wis. Stats., as amended (the "Act"), and the City of Menasha, a municipality within the meaning of the Act, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Water Quality Act of 1987 (the "Water Quality Act"), requires each state to establish a water pollution control revolving fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by Title VI of the Water Quality Act; and

WHEREAS, the State of Wisconsin has, pursuant to ss. 281.58 and 281.59, Wis. Stats., established the CWFP to be used in part for purposes of the Water Quality Act; and

WHEREAS, the State of Wisconsin has, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the CWFP; and

WHEREAS, DNR and DOA have the joint responsibility to provide CWFP financial assistance to municipalities for the construction of eligible wastewater pollution abatement projects, all as set forth in the Act; and

WHEREAS, the Municipality has submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), DNR has approved the Application and determined the Application meets the criteria for Project eligibility based on water quality and public health requirements established in applicable state statutes and regulations; and

WHEREAS, DNR has determined that the Municipality and the Project are eligible for financial assistance pursuant to s. 281.58(7)(b), Wis. Stats.; and

WHEREAS, DOA has determined the CWFP will provide financial assistance to the Municipality by making a loan (the "Loan") under s. 281.59(9), Wis. Stats., for the purposes of that subsection; and

WHEREAS, the Municipality has pledged the security, if any, required by DOA, and the Municipality has demonstrated to the satisfaction of DOA the financial capacity to ensure sufficient revenues to operate and maintain the Project for its useful life and to pay debt service on the obligations it issues for the Project; and

WHEREAS, the Municipality certifies to the CWFP that it has created a dedicated source of revenue, which may constitute taxes levied by the Municipality for repayment of the Loan; and

WHEREAS, approval of facility plans or engineering reports, and Plans and Specifications for the Project has been obtained by the Municipality from DNR subject to the provisions of applicable State environmental standards set forth in law, rules and regulations;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants and agreements herein set forth, the CWFP and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE I
DEFINITIONS: RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means ss. 281.58 and 281.59, Wis. Stats., as amended.

"Application" means the written application of the Municipality dated August 6, 2012, for financial assistance under the Act.

"Bonds" means bonds or notes issued by the State pursuant to the General Resolution, all or a portion of the proceeds of which shall be applied to make the Loan.

"Business Day" means any day on which State offices are open to conduct business.

"Clean Water Act" means the federal Clean Water Act, 33 U.S.C. §§1250 et seq., as amended.

"CWFP" means State of Wisconsin Clean Water Fund Program, established pursuant to ss. 281.58 and 281.59, Wis. Stats., and managed and administered by DNR and DOA.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions.

"Commission" shall mean the Neenah-Menasha Sewerage Commission, an intermunicipal commission created under s. 66.0301, Wis. Stats., organized and governed by an Ordinance-Contract executed on January 2, 1979, as amended June 2008, of which the Municipality is a member.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by Title VI of the Water Quality Act.

"FAA" means this Financial Assistance Agreement.

"Fees and Charges" means the costs and expenses of DNR and DOA in administering the CWFP.

"Final Completion" means the Project construction is complete, DNR or agents thereof have certified that the Project was constructed according to DNR approved Plans and Specifications and that the facilities are operating according to design, and DNR has completed all necessary Project closeout procedures.

"Financial Assistance Agreement" means this Financial Assistance Agreement between the CWFP by DNR, DOA and the Municipality as the same may be amended from time to time in accordance with Section 6.04 hereof.

"General Resolution" means the Clean Water Revenue Bond General Resolution adopted by the State of Wisconsin Building Commission, as such may from time to time be amended or supplemented by Series Resolutions or Supplemental Resolutions in accordance with the terms and provisions of the General Resolution.

"Loan" means the loan or loans made by the CWFP to the Municipality pursuant to this FAA.

"Loan Disbursement Table" means the table, the form of which is included as Exhibit C hereto, with columns for inserting the following information:

- (a) amount of each disbursement,
- (b) date of each disbursement,
- (c) the series of Bonds from which each disbursement is made,
- (d) principal amounts repaid,
- (e) outstanding principal balance.

"Municipal Obligation Counsel Opinion" means the opinion of counsel satisfactory to DOA, issued in conjunction with the Municipal Obligations, stating that:

- (a) the FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary action by the governing body of the Municipality, and the FAA has been duly executed and delivered by the Municipality;
- (b) the Municipal Obligations have been duly authorized, executed and delivered by the Municipality and sold to the CWFP;
- (c) each of the FAA and the Municipal Obligations constitutes a legal, valid and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);
- (d) the Municipal Obligations constitute special obligations of the Municipality secured as to payment of principal, interest and redemption price by the pledged revenues as set forth therein; and
- (e) interest on the Municipal Obligations is included in gross income of the owners thereof for federal income taxation purposes under existing laws, regulations, rulings and judicial decisions;

"Municipal Obligation Resolution" means that action taken by the governing body of the Municipality authorizing the issuance of the Municipal Obligations.

"Municipal Obligations" means the bonds or notes issued and delivered by the Municipality to the CWFP, a specimen copy of which is included in the Municipal Obligations transcript.

"Municipality" means the City of Menasha, a "municipality" within the meaning of the Act, duly organized and existing under the laws of the State, and any successor entity.

"Parallel Cost Percentage" means the proportion of Project Costs eligible for below-market-rate financing relative to the total Project Cost eligible for CWFP financing.

"Parity Obligations" means the Municipality's \$1,076,907 Sewerage System Revenue Bonds, Series 2004, dated November 24, 2004, its \$2,733,387 Sewerage System Revenue Bonds, Series 2008, dated March 12, 2008, its \$872,956 Sewerage System Revenue Bonds, Series 2011, dated November 9, 2011, and any other obligations issued on a parity with the Municipal Obligations pursuant to the restrictive provisions of Section 11 of the Municipal Obligation Resolution.

"Plans and Specifications" means the Project design plans and specifications assigned No. S-2011-0505, dated October 27, 2011, and S-2012-0355, dated September 18, 2012; that have been approved by DNR, as the same may be amended or modified from time to time in accordance with this FAA.

"Progress payments" means payments for work in place and materials or equipment that have been delivered or are stockpiled in the vicinity of the construction site. This includes payments for undelivered, specifically manufactured equipment if: (1) designated in the specifications, (2) could not be readily utilized or diverted to another job and (3) a fabrication period of more than 6 months is anticipated.

"Project" means the project assigned CWWP Project No. 4115-03 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter for the Plans and Specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

"Project Costs" means the costs of the Project that are eligible for financial assistance from the CWWP under the Act, which are allowable costs under the Regulations, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means chs. NR 150 and NR 162, Wis. Adm. Code, the regulations of DNR, and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Act, as such may be adopted or amended from time to time.

"Series Resolution" or "Supplemental Resolution" shall have the meaning set forth in the General Resolution.

"Servicing Fee" means any servicing fee that may be imposed by DNR and DOA pursuant to s. 281.58(9)(d), Wis. Stats., which shall cover the estimated costs of reviewing and acting upon the Application and servicing this FAA, and which the Municipality is obligated to pay as set forth in Section 3.04 hereof.

"Sewer Use Ordinance" means the ordinance, or other legislative enactments meeting the requirements of the Regulations, that is enacted and enforced in each jurisdiction served by the Project.

"Sewerage System" means the entire sewerage system of the Municipality, specifically including that portion of the Project owned by the Municipality by virtue of its membership in the Commission and including all property of every nature now or hereafter owned by the Municipality for the collection, transmission, treatment and disposal of domestic and industrial sewerage and waste.

"State" means the State of Wisconsin.

"Substantial Completion" means the point in time when Project construction has been completed and the treatment process operation has been initiated or is capable of being put into operation, or for collection system or storm water projects or portions of projects that provided little or no treatment, it means the point in time when wastewater or storm water conveyance has been initiated or is capable of being initiated.

"Trustee" means the trustee appointed by the State pursuant to the General Resolution and any successor trustee.

"User Charge System" means a system of charges meeting the requirements of s. NR 162.08, Wis. Adm. Code.

"User Fees" means fees charged or to be charged to users of the portion of the Project owned by the Municipality by virtue of its membership in the Commission or the Sewerage System pursuant to a User Charge System or otherwise.

"Water Quality Act" means the federal Water Quality Act of 1987, as amended.

"WPDES Permit" means a Wisconsin Pollutant Discharge Elimination System permit issued under ch. 283, Wis. Stats.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.

(b) All references herein to particular articles or sections are references to articles or sections of this FAA.

(c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA nor shall they affect its meaning, construction or effect.

(d) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this FAA refer to the FAA in its entirety and not the particular article or section of this FAA in which they appear, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this FAA.

(e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II
REPRESENTATIONS

Section 2.01. Representations of the CWFP The CWFP represents and warrants as follows:

- (a) The State is authorized to issue the Bonds in accordance with the Act and the General Resolution and to use the proceeds thereof to provide funds for the making of the Loan to the Municipality to undertake and complete the Project.
- (b) The CWFP has complied with the provisions of the Act and has full power and authority to execute and deliver this FAA and to consummate the transactions contemplated hereby and perform its obligations hereunder.
- (c) The CWFP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).
- (d) Pursuant to ss. 281.58 and 281.59, Wis. Stats., the CWFP is authorized to execute and deliver the FAA and to take actions and make determinations that are required of the CWFP under the terms and conditions of the FAA.
- (e) The execution and delivery by the CWFP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement or other contract or instrument to which the State is a party or by which it is bound, or to the best of the CWFP's knowledge, any judgment, decree, order, statute, rule or regulation applicable to the CWFP, and all consents, approvals, authorizations and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.
- (f) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the knowledge of the CWFP, threatened against or affecting the CWFP, or to the knowledge of the CWFP, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

Section 2.02. Representations of the Municipality The Municipality represents, covenants and warrants as follows:

- (a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis Stats. The Municipality is located within the State and is a "municipality" within the meaning of the Act, duly organized and existing under the laws of the State, and has full legal right, power and authority to:
 - (1) conduct its business and own its properties,
 - (2) enter into this FAA,
 - (3) adopt the Municipal Obligation Resolution,
 - (4) issue and deliver the Municipal Obligations to the CWFP as provided herein, and
 - (5) carry out and consummate all transactions contemplated by each of the aforesaid documents.
- (b) The Municipality's Project is a project that is necessary to prevent the applicant from significantly exceeding an effluent limitation contained in the Commission's WPDES Permit (compliance maintenance).
- (c) With respect to the issuance of the Municipal Obligations, the Municipality has complied with the Municipal Obligation Resolution and with all applicable laws of the State.

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of \$6,139,459, and has authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to and consummate the transactions contemplated by each of the foregoing.

(e) This FAA and the Municipal Obligations have each been duly authorized, executed and delivered and constitute legal, valid and binding obligations of the Municipality, enforceable in accordance with their respective terms.

(f) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Municipality, threatened against or affecting the Municipality, or to the knowledge of the Municipality any basis therefor:

(1) affecting the creation, organization or existence of the Municipality of Commission or the title of its officers to their respective offices;

(2) seeking to prohibit, restrain or enjoin the execution of this FAA or the issuance or delivery of the Municipal Obligations;

(3) in any way contesting or affecting the validity or enforceability of the Municipal Obligation Resolution, the Municipal Obligations, this FAA, or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling or finding could adversely affect the transactions contemplated hereby or by the Municipal Obligation Resolution or the Municipal Obligations.

(g) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA, the issuance and delivery of the Municipal Obligations, the adoption of the Municipal Obligation Resolution and compliance with the respective provisions thereof shall not conflict with, or constitute a breach of, or default under any applicable law or administrative regulation of the State or of the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party, or by which it or any of its property is bound.

(h) The Municipal Obligations constitute validly issued, legally binding special obligations of the Municipality secured as set forth therein.

(i) The resolutions of the Municipality accepting the Loan and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.

(j) The Municipality has full legal right and authority and all necessary permits, licenses and approvals (other than such permits, licenses, easements or approvals which are not, by their nature, obtainable prior to Substantial Completion of the Project) required as of the date hereof to own the Project, to carry on its activities relating thereto, to undertake and complete the Project and to carry out and consummate all transactions contemplated by this FAA.

(k) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments in respect to the issuance and sale of the Municipal Obligations and the making of the Loan under this FAA.

(l) Each of the facilities constituting a part of the Project is eligible for financing from the CWFP and the estimated cost of the Project is equal to or in excess of the principal amount of the Municipal Obligations. The Project is an eligible project under s. 281.58(7), Wis. Stats. Portions of the Project that are ineligible for financing from the CWFP are listed within the Project Manager Summary Page attached hereto as Exhibit F. The Municipality intends the Project to be and continue to be an eligible Project under the Act during the term of this FAA.

(m) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance from the CWFP under the Act. All proceeds of any borrowing of the Municipality that have been spent and are being refinanced with the proceeds of the Loan made hereunder have been spent on eligible Project Costs. All Project Costs are reasonable, necessary and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Bonds shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(n) The Project is in compliance with all applicable federal, state and local laws and ordinances (including rules and regulations) relating to zoning, building, safety and environmental quality. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 hereof. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof.

(o) The Municipality does not intend to lease the Project or enter into a long-term contract for operation of the Project except as set forth in Exhibit D.

(p) The Municipality shall not take or omit to take any action which action or omission shall in any way cause the proceeds of the Bonds to be applied in a manner contrary to that provided in the General Resolution, as the same is in force from time to time.

(q) Reserved – Section omitted for taxable bonds.

(r) Reserved – Section omitted for taxable bonds.

(s) The Municipality represents that it has satisfied all the applicable requirements in s. 281.58, Wis. Stats., and ch. NR 162, Wis. Adm. Code.

(t) The Municipality has adopted a rate, charge or assessment schedule that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.

(u) The Municipality is in substantial compliance with all conditions, requirements and terms of financial assistance previously awarded through the federal construction grants program and the Wisconsin Fund construction grants program, and the CWFP.

(v) The Municipality has met all terms and conditions contained within, and has received DNR approval for the Municipality's Plans and Specifications for the Project described in the definitions hereof.

(w) The Municipality represents that it has submitted to DNR a bid tabulation for the Project, with a recommendation to DNR for review and concurrence. The expected or actual Substantial Completion date of the Project is November 27, 2013.

(x) The Municipality acknowledges that s. 281.59(11)(b), Wis. Stats., and the General Resolution provide that if the Municipality fails to repay the Loan when due, the State shall recover amounts due the CWFP by deducting those amounts from any State payments due the Municipality.

This means that the following State payments would have been subject to this deduction:

	Transportation	State-shared	Total
2010	\$747,158.53	\$3,516,275.23	\$4,263,433.76
2011	\$768,802.86	\$3,522,072.59	\$4,290,875.45
2012	\$699,696.34	\$3,328,714.20	\$4,028,410.54

These are not the entire amounts of State aid distributed to the Municipality. Other State aid is subject to intercept on failure of the Municipality to make full Loan payments due the CWFP.

The Municipality acknowledges that s. 70.60, Wis. Stats., and the General Resolution, provide that if the Municipality fails to repay the Loan when due, the State shall recover amounts due the CWFP by adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located.

(y) The Municipality acknowledges that the State reserves the right upon default by the Municipality hereunder to have a receiver appointed to collect User Fees from the operation of the Municipality's Sewerage System or, in the case of a joint utility system, to bill the users of the Municipality's Sewerage System directly.

(z) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(aa) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

ARTICLE III
LOAN PROVISIONS

Section 3.01. Loan Clauses

(a) Subject to the conditions and in accordance with the terms of this FAA, the CWFP hereby agrees to make the Loan, and the Municipality agrees to accept the Loan. As evidence of the Loan made to the Municipality, the Municipality hereby agrees to sell to the CWFP Municipal Obligations in the aggregate principal amount of \$6,139,459. The CWFP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.

(b) Prior to disbursement, Loan proceeds shall be held by the CWFP or by the Trustee for the account of the CWFP. Earnings on undisbursed Loan proceeds shall be for the account of the CWFP. Loan proceeds shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.06 hereof.

(c) The Loan shall bear interest at the rate of two and 646/1000ths percent (2.646%) per annum, and interest shall accrue and be payable only on Loan proceeds actually disbursed, from the date of disbursement until the date such amounts are repaid. A description of how the interest rate was determined is included in the Project Manager Summary Page (Exhibit F).

(d) The Municipal Obligation shall include the Loan Disbursement Table (Exhibit C). The actual dates of disbursements shall be reflected as part of the Municipal Obligations. DOA shall make entries as each disbursement is made and as each principal amount is repaid; the CWFP and the Municipality agree that such entries shall be mutually binding.

(e) Upon Final Completion of the Project, DOA may request that the Municipality issue substitute Municipal Obligations in the aggregate principal amount equal to the outstanding principal balance of the Loan.

(f) The Municipality shall deliver, or cause to be delivered, a Municipal Obligation Counsel Opinion to the CWFP concurrently with the delivery of the Municipal Obligations.

Section 3.02. Loan Amortization Principal and interest payments on the Loan (and on the Municipal Obligations evidencing the Loan) shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Loan is disbursed to the Municipality on February 13, 2013. It is understood that the actual amount of the Municipality's Loan payments shall be based on the actual date and amount of Loan disbursements for the Project. Notwithstanding the foregoing or anything in the Municipal Obligations, the Loan shall be for no longer than twenty (20) years from the date of this FAA, and shall mature and be fully amortized not later than twenty (20) years after the original issue date of the Municipal Obligations. Repayment of principal on the Loan shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

Section 3.03. Type of Municipal Obligation and Security The Municipality's obligation to meet annual debt service requirements shall be a revenue obligation evidenced by issuance of revenue bonds pursuant to s. 66.0621, Wis. Stats. The security for the Municipality's obligation shall be a pledge of revenues to be derived from the Municipality's Sewerage System, and the Municipality shall agree that if revenues from the Sewerage System are insufficient to meet annual debt service requirements, the Municipality shall purchase sewerage services in amounts sufficient to meet annual debt service requirements as provided in and set forth in Section 9 of the Municipal Obligation Resolution. The annual revenues net of all current expenses shall be equal to not less than the annual principal and interest requirements on the Municipal Obligations, any Parity Obligations and any other debt obligations of the Municipality payable from the revenues of the Sewerage System then outstanding, times the greater of (i) 110 percent or (ii) the highest debt service coverage ratio required with respect to any Parity Obligations or any other debt obligations of the Municipality payable from the revenues of the Sewerage System then outstanding. As of the date of this FAA, the

required debt service coverage ratio is 110 percent; however, this percentage is subject to change as outlined in the prior sentence. The Loan is also secured as provided in Section 3.08 hereof.

Section 3.04. Other Amounts Payable The Municipality hereby expressly agrees to pay to the CWFP:

(a) such Servicing Fee as the CWFP may impose pursuant to s. 281.58(9)(d), Wis. Stats., which shall be payable in semiannual installments on each interest payment date; such a Servicing Fee shall be imposed upon the Municipality after approval of a future Biennial Finance Plan by the State of Wisconsin Building Commission which contains a Servicing Fee requirement, schedule and amount; and

(b) the Municipality's allocable share of the Fees and Charges as such costs are incurred. Allocable share shall mean the proportionate share of the Fees and Charges based on the outstanding principal of the Loan.

Amounts paid by the Municipality pursuant to this Section 3.04 shall be deposited in the Expense Fund established pursuant to the General Resolution.

Section 3.05. Sale and Redemption of Municipal Obligations

(a) Municipal Obligations may not be prepaid without the prior written consent of the CWFP. The CWFP has sole discretion to withhold such consent.

(b) The Municipality shall pay all costs and expenses of the CWFP in effecting the redemption of the Bonds to be redeemed with the proceeds of the prepayment of the Municipal Obligations. Such costs and expenses may include any prepayment premium applicable to the CWFP and any investment losses incurred or sustained by the CWFP resulting directly or indirectly from any such prepayment.

(c) Subject to subsection (a), the Municipality may prepay the Loan with any settlements received from any third party relating to the design or construction of the Project.

(d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations.

Section 3.06. Disbursement of Loan Proceeds

(a) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement is requested have been incurred by the Municipality.

(b) The CWFP, through its agents or Trustee, plans to make disbursements of Loan proceeds on a semimonthly basis, upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.

(c) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.

(1) If the Loan proceeds are not yet fully disbursed, and CWFP funds were previously disbursed for non-CWFP funded Project Costs, the CWFP shall make necessary adjustments to future disbursements.

(2) If the Loan proceeds are fully disbursed, including disbursements for non-CWFP funded Project Costs, the Municipality agrees to repay to the CWFP an amount equal to the non-CWFP funded Project Costs within 60 days of notification by DNR or DOA. The CWFP shall then apply the amount it receives as a Loan repayment.

(d) The CWFP or its agent shall disburse Loan proceeds only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers.

(e) Disbursement beyond ninety-five percent (95%) of the principal amount of the Loan, unless otherwise agreed to by DNR and DOA pursuant to a written request from the Municipality, may be withheld until:

(1) DNR is satisfied that the Project has been completed in accordance with the Plans and Specifications, DNR has approved all change orders relating to the Project, and DNR has determined that the Project is in compliance with the Municipality's WPDES Permit;

(2) the Municipality certifies to DNR its acceptance of the Project from its contractors;

(3) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA; and

(4) the Municipality certifies in writing to DNR its compliance with the wage rate requirements. Certification must be as prescribed on Exhibit G.

Section 3.07. Remedies

(a) If the Municipality:

(1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or

(2) is not complying with or is in violation of any provision set forth in this FAA; or

(3) is not in compliance with the Act or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

(i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.

(ii) Project work may be suspended.

(iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.

(iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to make any payment when due on the Municipal Obligations or fails to observe or perform any other covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the CWFP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

(1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the CWFP under this FAA. DOA may collect all amounts due the CWFP by deducting those amounts from any State payments due the Municipality, or add a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.

(2) Pursuant to s. NR 162.18(1), Wis. Adm. Code, DNR may: declare the unpaid Loan balance due and immediately payable; increase the interest rate on the unpaid balance of the Loan to the market interest rate in effect on the date the FAA was executed; or immediately terminate the FAA and disburse no additional funds, if the Loan has not been fully disbursed.

(3) The CWFP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the CWFP's benefit of the Project and the Municipality's Sewerage System and of the earnings, income, rents, issues and profits thereof, with such powers as the court making such appointment shall confer. The Municipality hereby irrevocably consents to such appointment.

(4) In the case of a joint utility system, the CWFP may bill the users of the Municipality's system directly.

(5) The CWFP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

Section 3.08. Security for the Loan In accordance with the terms of the Municipal Obligation Resolution:

(a) as security for the Loan hereunder, the Municipality hereby pledges the revenue to be derived from the Municipality's Sewerage System (which is a dedicated source of revenue); and

(b) other than as already pledged to the outstanding Parity Obligations, the Municipality shall not pledge the revenues, except as provided in Section 11 of the Municipal Obligation Resolution, to be derived from the Municipality's User Charge System or other revenues pledged under Section 3.08(a), above, to any person other than the CWFP, unless the revenues pledged to such other person meet the highest debt coverage ratio then applicable to the Municipality.

Section 3.09. Effective Date and Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in full force and effect from such date and shall expire on such date as the Municipal Obligations shall be discharged and satisfied in accordance with the provisions thereof.

ARTICLE IV
CONSTRUCTION OF THE PROJECT

Section 4.01. Insurance The Municipality agrees to maintain property and liability insurance for the Sewerage System and Project that is reasonable in amount and coverage and that is consistent with prudent municipal insurance practices for the term of the Loan. The Municipality agrees to provide written evidence of insurance coverage to the CWFP upon request at any time during the term of the Loan.

In the event that the Sewerage System or Project is damaged or destroyed, the Municipality agrees to use the proceeds from its insurance coverage either to repay the Loan or to repair or replace the Sewerage System.

Section 4.02. Construction of the Project The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application and the Plans and Specifications. The Municipality shall proceed with the acquisition and construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto, subject to such modifications of Plans and Specifications that alter the cost of the Project, use of space, scope or functional layout as may be previously approved by DNR.

Section 4.03. Performance Bonds The Municipality shall provide, or cause to be provided, performance bonds assuring the performance of the work to be performed under all construction contracts entered into with respect to the Project. All performance bonds required hereunder shall be issued by independent surety companies authorized to transact business in the State.

Section 4.04. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state and local laws, ordinances and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed, the acquisition and construction of the Project, and do all other acts necessary and possible to entitle it to receive User Fees with respect to the Project at the earliest practicable time. The Municipality shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. The Municipality shall cause to be prepared as-built plans for the Project at or prior to completion thereof.

(c) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project in accordance with the Plans and Specifications, the Municipality shall:

- (1) certify to DNR its acceptance of the Project from its contractors, subject to claims against contractors and third parties;
- (2) complete and deliver to DNR the completed Contract Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA;
- (3) obtain all required permits and authorizations from appropriate authorities, if required, for operation and use of the Project; and
- (4) submit to DNR an Operation and Maintenance Manual Certification Checklist.

Section 4.05. Payment of Additional Project Costs

(a) In the event of revised eligibility determinations, cost overruns and amendments exceeding the Loan amount, the CWFP may allocate additional financial assistance to a Project. The allocation of additional financial assistance may be in the form of a loan at less than the market interest rate, which is established pursuant to the Act and Regulations. The allocation of additional financial assistance shall depend upon availability of funds and present value subsidy, pursuant to the Act and the Regulations.

(b) In the event that Loan proceeds are not sufficient to pay the costs of the Project in full, the Municipality shall nonetheless complete the Project and pay that portion of the Project Costs as may be in excess of available Loan proceeds, and shall not be entitled to any reimbursement therefor from the CWFP, or the owners of any bonds, except from the proceeds of additional financing which may be provided by the CWFP pursuant to an amendment of this FAA or through a separate FAA.

Section 4.06. No Warranty Regarding Condition, Suitability or Cost of Project Neither the CWFP, DOA, DNR nor the Trustee makes any warranty, either express or implied, as to the Project or its condition or that it shall be suitable for the Municipality's purposes or needs, or that the proceeds of the Loan shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, Plans and Specifications, or other documents, or the inspection of Project construction by DNR does not relieve the Municipality of its responsibility to properly plan, design, build and effectively operate and maintain the Project as required by laws, regulations, permits and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in the Plans and Specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party performing Project work.

ARTICLE V
COVENANTS

Section 5.01. Application of Loan Proceeds The Municipality shall apply the proceeds of the Loan solely for Project Costs.

Section 5.02. Operation and Maintenance; Equipment Replacement Fund

(a) After completion of the Project, the Municipality shall:

(1) at all times operate the Project or otherwise cause the Project to be operated properly and in a sound and economical manner, including proper training of personnel;

(2) maintain, preserve and keep the Project or cause the Project to be maintained, preserved and kept, in good repair, working order and condition; and

(3) periodically make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation of the Project may be properly conducted in a manner that is consistent with the requirements of the WPDES Permit. The Municipality shall not, without the approval of DNR, discontinue operation of or sell or otherwise dispose of the Sewerage System, except for portions of the Sewerage System sold or otherwise disposed of in the course of ordinary repair and replacement of parts so long as the Loan is outstanding.

(b) The Municipality shall establish an equipment replacement fund according to s. NR 162.08, Wis. Adm. Code, and maintain the equipment replacement fund as a separate fund of the Municipality. All User Fees or other revenues specifically collected for the equipment replacement fund shall be deposited into the equipment replacement fund and used for replacement and major repair of equipment necessary for the operation of the Sewerage System. Annual deposits shall be made to the equipment replacement fund in amounts sufficient to meet the equipment replacement itemized schedule developed by the Municipality or the percentage schedule option. The Project Manager Summary Page (Exhibit F) shall specify the required annual deposit or required minimum balance/percentage.

Section 5.03. Compliance with Law At all times during construction of the Project and operation of the Sewerage System, the Municipality shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, permits, approvals and this FAA, including without limitation, the Act, the Regulations and the WPDES Permit.

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of its share of the Project by virtue of its membership in the Commission and the Sewerage System of which it is a part.

Section 5.05. Establishment of Project Accounts; Audits

(a) The Municipality shall maintain Project accounts in accordance with generally accepted accounting principles (GAAP) and directions issued by the CWFP. Without any request, the Municipality shall furnish to DOA, as soon as available and in any event within one hundred twenty (120) days after the close of each fiscal year, a copy of the audit report for such year and accompanying GAAP-based financial statements for such period, as examined and reported by such independent certified public accountants of recognized standing selected by the Municipality and reasonably satisfactory to DOA, whose reports shall indicate that the accompanying financial statements have been prepared in conformity with GAAP.

(b) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all CWFP funds for the Project. All Loan proceeds shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall permit any

authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Loan, and shall produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them or their authorized representatives, and shall permit extracts and copies of the Project records to be made by them or their authorized representatives, and shall fulfill information requests by them or their authorized representatives.

Section 5.06. Records The Municipality shall retain all files, books, documents and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. All other files and records relating to the Project shall be retained so long as this FAA remains in effect. As-built plans for the Project shall be retained for the useful life of the Project.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR access to the Project and related records at all reasonable times, include provisions in all contracts permitting such access during construction and operation of the Sewerage System, and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Engineering Inspection The Municipality shall provide competent and adequate inspection of all Project construction, under the direction of a professional engineer licensed by the State. The Municipality shall direct such engineer to inspect work necessary for the construction of the Project and to determine whether such work has been performed in accordance with the Plans and Specifications. Any such work not in accordance with the Plans and Specifications shall be remedied, unless such noncompliance is waived by DNR.

Section 5.09. Reserved – Section omitted for taxable bonds.

Section 5.10. User Fee Covenant

(a) The Municipality hereby certifies that it has adopted and shall charge User Fees with respect to the Project in accordance with applicable laws and the Act and in amounts such that revenues of the Municipality with respect to the Project shall be sufficient, together with other funds available to the Municipality for such purposes, to pay all costs of operating and maintaining the Project in accordance with this FAA, and to pay all amounts due under this FAA and the Municipal Obligations.

(b) The Municipality covenants that it shall adopt and shall adequately maintain for the design life of the Project a system of User Fees with respect to the Project in accordance with s. NR 162.08, Wis. Adm. Code. The Municipality covenants that it shall review the User Charge System at least every two years and shall revise and charge User Fees with respect to the Project such that the revenues and funds described in paragraph (a) shall be sufficient to pay the costs described in paragraph (a).

Section 5.11. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of any material damage to or destruction of the Project or any part thereof, or actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain or otherwise, all or a part of the Sewerage System, any action, suit or proceeding at law or in equity or by or before any governmental instrumentality or agency, or any other event which may impair the ability of the Municipality to construct the Project or operate the Sewerage System or set and collect User Fees as set forth in Section 5.10.

Section 5.12. Hold Harmless The Municipality shall save, keep harmless and defend DNR, DOA and all their officers, employees, and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, acts, or omissions of the Municipality's employees, agents, or representatives.

Section 5.13. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate into all Project contracts which have yet to be executed the following provision: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

Section 5.14. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose, including worker's compensation.

Section 5.15. Adequate Funds The Municipality shall have sufficient funds available to repay the Loan. The Municipality shall have sufficient funds available when construction of the Project is completed to ensure effective operation and maintenance of the Project for purposes constructed.

Section 5.16. Management The Municipality shall provide and maintain competent and adequate management, supervision, and inspection at the construction site to ensure that the completed work conforms with the Plans and Specifications. The Municipality shall furnish progress reports and such other information as DNR may require.

Section 5.17. Reimbursement Any payment made under the Loan to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice of overpayment.

Section 5.18. Unpaid User Fees The Municipality shall, to the fullest extent permitted by law, take all actions necessary to certify any unpaid User Fees to the county treasurer in order that such unpaid User Fees will be added as a special charge to the property tax bill of the user.

Section 5.19. Sewer Use Ordinance The Municipality shall comply with the provisions of the Sewer Use Ordinance, as certified in the Application. The Municipality covenants that it shall comply with and enforce all provisions of the Sewer Use Ordinance, as established pursuant to the Act and Regulations.

Section 5.20. Rebates The Municipality agrees to pay to the CWFP any refunds, rebates, credits, or other amounts received for Project Costs that have already been funded by the CWFP. The CWFP shall then apply the amount it receives as a Loan prepayment.

Section 5.21. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA and the Municipal Obligations) if:

(1) the resulting, surviving or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;

(2) such resulting, surviving or transferee legal entity is eligible to receive financial assistance under the Act;

(3) such resulting, surviving or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and the Municipal Obligations and any other documents the CWFP deems reasonably necessary to protect its environmental and credit interests; and

(4) the CWFP shall have consented in writing to such transaction, which consent may be withheld in the absolute discretion of the CWFP.

Section 5.22. Wage Rate Requirements The Municipality represents that it shall comply with Section 513 of the Federal Water Pollution Control Act (33 USC 1372), which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by or assisted in whole or in part with funding under this Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Section 5.23 Federal Single Audit To the extent applicable, the Municipality shall comply with the audit requirements of OMB Circular A-133. The Municipality covenants that if it received \$500,000 or more of financial assistance in a given calendar year, which originated from any federal funds, the Municipality shall commission an audit made in accordance with OMB Circular A-133, or in accordance with the federal laws and regulations governing the CWFP. The Federal Catalogue of Domestic Assistance number is 66.458 for wastewater project disbursements funded with federal money.

ARTICLE VI
MISCELLANEOUS

Section 6.01. Notices All notices, certificates or other communications hereunder shall be sufficiently given, and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) Department of Administration
Office of Capital Finance
Clean Water Fund Program
101 East Wilson Street, 10th Floor
Madison, WI 53702-0004
Or
PO Box 7864
Madison, WI 53707-7864
- (b) Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
Madison, WI 53702-0005
Or
PO Box 7921
Madison, WI 53707-7921
- (c) U.S. Bank Corp Trust
Sharyl Saver EP-MN-WS3T
60 Livingston Avenue
St. Paul, MN 55101-2292
- (d) City of Menasha
140 Main Street
Menasha WI 54952

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the CWFP and the Municipality and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements and Modifications This FAA may be amended, supplemented or modified to provide for additional Loans for the Project by the CWFP to the Municipality or for other purposes. All amendments, supplements and modifications shall be in writing between the CWFP, by DNR and DOA acting under authority of the Act, and the Municipality.

Section 6.05. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Act.

Section 6.07. Benefit of Financial Assistance Agreement This FAA is executed, among other reasons, to induce the purchase of the Municipal Obligations. Accordingly, all duties, covenants, obligations and agreements of the Municipality herein contained are hereby declared to be for the benefit of and are enforceable by the CWFP, its Trustee or its authorized agent.

Section 6.08. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this FAA and the Municipal Obligations.

Section 6.09. Assignment of Municipal Obligations The Municipality hereby agrees that the Municipal Obligations may be sold, transferred, pledged or hypothecated to any third party without the consent of the Municipality.

Section 6.10. Covenant by Municipality as to Compliance with General Resolution The Municipality covenants and agrees that it shall comply with the provisions of the General Resolution with respect to the Municipality and that the Trustee and the owners of the Bonds shall have the power and authority provided in the General Resolution. The Municipality further agrees to aid in the furnishing to DNR, DOA or the Trustee of opinions that may be required under the General Resolution.

Section 6.11. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

- (a) The CWFP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.
- (b) If the Municipality wishes to terminate all or any part of the Project work unilaterally for which financial assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the CWFP determines that there is a reasonable basis for the requested termination, the CWFP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the CWFP determines that the Municipality has ceased work on the Project without reasonable basis, the CWFP may unilaterally terminate financial assistance or rescind this FAA.

Section 6.12. Rescission The CWFP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

- (a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;
- (b) there is substantial evidence this FAA was obtained by fraud;
- (c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;
- (d) the Municipality has failed to comply with the covenants contained in this FAA; or
- (e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the CWFP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first above written.

CITY OF MENASHA

By: _____
Donald Merkes
Mayor

Attest: _____
Deborah A. Galeazzi
City Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____
Authorized Officer

EXHIBIT A

PROJECT BUDGET SHEET SUMMARY

NEENAH - MENASHA SEWERAGE COMMISSION
 CWFP Project No. 4115-03

	Total	Ineligible Costs	Eligible Costs Paid by Other Funding Sources	Clean Water Fund Program
Force Account Work	\$	\$	\$	\$
Interim Financing Costs	184,928		2,423***	182,505
Facility Plan Preparation	98,000	12,740*	1,284***	83,976
Plans/Specifications Preparation	1,826,649	127,512*	23,929***	1,675,208
Land or Easement Acquisition				
Engineering/Construction Mgmt.	2,255,800		29,551***	2,226,249
Construction/Equipment	16,204,550		148,072**	15,844,199
			212,279***	
Contingency	1,031,999		13,519***	1,018,480
Miscellaneous Costs	337,305		4,419***	332,886
CWFP Closing Costs	74,000		969***	73,031
TOTAL	\$22,013,231	\$140,252	\$436,445	\$21,436,534

*Biosolids Storage Costs

**Focus on Energy Grants

***Town of Neenah Sanitary District Costs

EXHIBIT A

PROJECT BUDGET SHEET SUMMARY

NEENAH - MENASHA SEWERAGE COMMISSION
 CITY OF MENASHA
 CWFP Project No. 4115-03

	Total	Ineligible Costs	Eligible Costs Paid by Other Funding Sources	Clean Water Fund Program
Force Account Work	\$	\$	\$	\$
Interim Financing Costs	52,261			52,261
Facility Plan Preparation	27,695	3,600*		24,095
Plans/Specifications Preparation	516,211	36,035*		480,176
Land or Easement Acquisition				
Engineering/Construction Mgmt.	637,489			637,489
Construction/Equipment	4,579,406		41,846**	4,537,560
Contingency	291,643			291,643
Miscellaneous Costs	95,322			95,322
CWFP Closing Costs	20,912			20,912
TOTAL	\$6,220,939	\$39,635	\$41,846	\$6,139,458

*Biosolids Storage Costs

**Focus on Energy Grants

City of Menasha, Wisconsin
Project 4115-03 Clean Water Fund Program

Exhibit B-1

February 13, 2013

<u>Payment Date</u>	<u>Principal Payment</u>	<u>Interest Rate</u>	<u>Interest Payment</u>	<u>Principal & Interest</u>	<u>Bond Year Debt Service</u>	<u>Calendar Year Debt Service</u>
1-May-13		2.646%	35,197.52	35,197.52	35,197.52	
1-Nov-13		2.646%	81,225.04	81,225.04		116,422.56
1-May-14	252,850.73	2.646%	81,225.04	334,075.77	415,300.81	
1-Nov-14		2.646%	77,879.83	77,879.83		411,955.60
1-May-15	259,541.16	2.646%	77,879.83	337,420.99	415,300.82	
1-Nov-15		2.646%	74,446.10	74,446.10		411,867.09
1-May-16	266,408.62	2.646%	74,446.10	340,854.72	415,300.82	
1-Nov-16		2.646%	70,921.51	70,921.51		411,776.23
1-May-17	273,457.79	2.646%	70,921.51	344,379.30	415,300.81	
1-Nov-17		2.646%	67,303.67	67,303.67		411,682.97
1-May-18	280,693.49	2.646%	67,303.67	347,997.16	415,300.83	
1-Nov-18		2.646%	63,590.09	63,590.09		411,587.25
1-May-19	288,120.64	2.646%	63,590.09	351,710.73	415,300.82	
1-Nov-19		2.646%	59,778.25	59,778.25		411,488.98
1-May-20	295,744.31	2.646%	59,778.25	355,522.56	415,300.81	
1-Nov-20		2.646%	55,865.56	55,865.56		411,388.12
1-May-21	303,569.70	2.646%	55,865.56	359,435.26	415,300.82	
1-Nov-21		2.646%	51,849.33	51,849.33		411,284.59
1-May-22	311,602.16	2.646%	51,849.33	363,451.49	415,300.82	
1-Nov-22		2.646%	47,726.83	47,726.83		411,178.32
1-May-23	319,847.15	2.646%	47,726.83	367,573.98	415,300.81	
1-Nov-23		2.646%	43,495.26	43,495.26		411,069.24
1-May-24	328,310.30	2.646%	43,495.26	371,805.56	415,300.82	
1-Nov-24		2.646%	39,151.71	39,151.71		410,957.27
1-May-25	336,997.39	2.646%	39,151.71	376,149.10	415,300.81	
1-Nov-25		2.646%	34,693.23	34,693.23		410,842.33
1-May-26	345,914.35	2.646%	34,693.23	380,607.58	415,300.81	
1-Nov-26		2.646%	30,116.79	30,116.79		410,724.37
1-May-27	355,067.24	2.646%	30,116.79	385,184.03	415,300.82	
1-Nov-27		2.646%	25,419.25	25,419.25		410,603.28
1-May-28	364,462.32	2.646%	25,419.25	389,881.57	415,300.82	
1-Nov-28		2.646%	20,597.41	20,597.41		410,478.98
1-May-29	374,105.99	2.646%	20,597.41	394,703.40	415,300.81	
1-Nov-29		2.646%	15,647.99	15,647.99		410,351.39
1-May-30	384,004.83	2.646%	15,647.99	399,652.82	415,300.81	
1-Nov-30		2.646%	10,567.61	10,567.61		410,220.43
1-May-31	394,165.60	2.646%	10,567.61	404,733.21	415,300.82	
1-Nov-31		2.646%	5,352.79	5,352.79		410,086.00
1-May-32	404,595.23	2.646%	5,352.79	409,948.02	415,300.81	409,948.02
Totals	6,139,459.00		1,786,454.02	7,925,913.02	7,925,913.02	7,925,913.02
			Net Interest Rate	2.6460%		
			Bond Years	67,515.2710		
			Average Life	10.9969		

The above schedule assumes full disbursement of the loan on the loan closing date.
 27-Dec-12 Wisconsin Department of Administration

EXHIBIT C

FORM OF LOAN DISBURSEMENT TABLE

<u>Amount of Disbursement</u>	<u>Date of Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____

EXHIBIT D

OPERATING CONTRACTS

The Neenah-Menasha Sewerage Commission owns and operates the Project. The Commission is comprised of the City of Neenah, the City of Menasha, the Town of Menasha, the Waverly Sanitary District and certain other governmental units.

The Commission has a contract with Midwest Contract Operations, Inc., to manage, supervise, operate and maintain the Project.

EXHIBIT E

ENVIRONMENTAL IMPROVEMENT FUND
 CONTRACT UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)

MANDATORY PROJECT CLOSEOUT DOCUMENT

Note: This form is authorized by s. NR 162.14(4)(b)4, Wis. Adm. Code. Receipt of this completed form by the Department is mandatory prior to receiving a final disbursement. The information printed on this form is taken from the completed Good Faith Certification Form 8700-294 and MBE/WBE/SBRA Contacts Worksheet Form 8700-294A. Any changes or additions made to the list of prime contractors and DBE subcontractors during the construction must be reflected on this form at closeout. Personal information collected on this form will be used for program administration and must be made available to requesters as required by Wisconsin Open Records Law (s. 19.31 - 19.39, Wis. Stats.).

Municipality Name: Neenah - Menasha Sewerage Commission Project Number: 4115-03 Loan/Grant Amount: \$ 21,436,534
 Project Description: Upgrade WWTP
 Did the municipality satisfy the MBE/WBE/SBRA requirements? X Yes No (If no, refer to Exhibit F-Project Manager Summary Page.)

Construction/Equipment/Supplies Contracts	DBE Type	Contract Estimate \$	Type of Product Or Service *	Actual Amount Paid to MBE/WBE Firm
Prime: August Winter & Sons	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA X N/A	12,179,852	WWTF Mods	Municipality Completes at Project Closeout
Sub: Hard Rock Sawing Equipment	<input type="checkbox"/> MBE X WBE <input type="checkbox"/> SBRA	44,650	Concrete Sawing	
Sub: Coyote Transportation	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA X N/A	650,500	High-Speed Blowers	
Boerger, LLC	<input type="checkbox"/> MBE X WBE <input type="checkbox"/> SBRA	4,589	Trucking	
Sub: Vizcaino's Trucking	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA X N/A	59,972	Lobe Pumps	
Sub: C.H. Coakley & Co.	X MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA	600	Trucking	
JWC Environmental	X MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA	695	Trucking	
Sub: Pendarvis	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA X N/A	470,250	Fine Screen/Washer	
Energenecs, Inc. 91-0101-G	<input type="checkbox"/> MBE X WBE <input type="checkbox"/> SBRA	26,000	Metal Fabrication	
Sub: Davis Freight	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA	1,977	Vortex Grit Removal	
Energenecs, Inc. 91-0101-K	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA X N/A	222,200	Trucking	
Sub: Davis Freight	<input type="checkbox"/> MBE X WBE <input type="checkbox"/> SBRA	4,300	Linear Motion Dig Mix	
Unison Solutions, Inc.	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA X N/A	332,857	Trucking	
Sub: CareerPros	<input type="checkbox"/> MBE X WBE <input type="checkbox"/> SBRA	3,000	Digester Gas Trmt Labor	
Sub: Gordon Electrical	<input type="checkbox"/> MBE X WBE <input type="checkbox"/> SBRA	20,000	Electrical	
Crane Engineering	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SBRA X N/A	79,240	Diaphragm Mtrng Pmp	
Sub: Davis Freight	<input type="checkbox"/> MBE X WBE <input type="checkbox"/> SBRA	425	Trucking	
			Total MBE \$	
			Total WBE \$	

DBE Type	Contract Estimate \$	Type of Product or Service*	Actual Amount Paid to MBE/WBE/SBRA Firm
Cummins NPower, LLC Sub: Central Wisconsin Flex	359,556	Diesel Generator Equipment	Municipality Completes at Project Closeout
Heat & Power Products Sub: D & M Express of WI	1,500 166,650 700	Hot Wtr Boilers Trucking	
Professional Services/Engineering McMahon Associates Sub: Sub: Sub:	4,180,449	Planning, Design, Construction Mgt.	
			Total MBE \$ _____
			Total WBE \$ _____
			Total SBRA \$ _____

*Type of Product or Service examples: landscaping, trucking, supplies, equipment, paving, concrete, plumbing, electrical, excavating, testing, design, etc.

Name of Person Completing This Form	Email Address	Phone Number
-------------------------------------	---------------	--------------

Certification	
I certify that, to the best of my knowledge and belief, the information provided on this form is complete and correct.	
Name/Title of Municipal Official	Date Signed
Signature	

EXHIBIT F

PROJECT MANAGER SUMMARY PAGE

NEENAH - MENASHA SEWERAGE COMMISSION
CITY OF MENASHA
CWFP Project No. 4115-03

1. Project Description: The project includes upgrading of the existing unit processes including headworks, primary clarifiers, aeration system, secondary clarifiers, disinfection and biosolids digestion. The project also includes centrifuge dewatering of biosolids, and upgrading of process control systems and various electrical, plumbing, piping and site work improvements. The recommended plan described in the December 2010 facilities plan is to improve/upgrade the existing unit processes, continue infiltration/inflow programs in each community, increase the biosolids digestion, and utilize centrifuges for biosolids dewatering.

The project requires the purchase of many pieces of equipment including pumps, blowers, grit removal & washing, clarifier, digester mixing system, diesel generators sets, gas burners and heat exchangers.

2. Commission: The Neenah-Menasha Sewerage Commission operates the wastewater treatment facility. The Commission is currently comprised of the City of Neenah, the City of Menasha, the Town of Menasha, Waverly Sanitary District, the Town of Neenah Sanitary District and certain other governmental units.

Distribution of Borrowing:

City of Neenah 51.53%; City of Menasha 28.26%; Town of Menasha 15.14%; Waverly SD 3.76%; Town of Neenah SD #2 (not borrowing from CWFP, using internal funds).

Agency Agreement: The five participating municipalities have executed an Agency Agreement with the Commission. The Agency Agreement allows the Commission to draw the loan proceeds, make loan payments and comply with the Financial Assistance Agreements among other responsibilities.

3. Ineligibles: Costs of \$39,635 for the Biosolids Storage building. If the Department identifies additional ineligible Project Costs as the Project progresses, the Department will notify the Municipality.
4. Other Funding Sources: Focus on Energy grants totaling \$41,846.
5. Interim Financing: \$4,500,000 First National Bank-Fox Valley, August 30, 2011; paid off on November 30, 2012. \$10,000,000 Series 2012A and \$1,000,000 Series 2012B First National Bank-Fox Valley, November 30, 2012; to be paid off on February 14, 2013.
6. Composite Interest Rate for Compliance Maintenance or New/Changed Limits Project:

Total Eligible Costs	\$6,139,459
Total Requested Costs	\$6,220,939
Parallel Cost Percentage (PCP)	97.549%
<hr/>	
Maximum DBE Penalty = Total Eligible Costs X PCP X 8%	\$479,118
Actual DBE Penalty (If not applicable, penalty is \$0. Cannot exceed Maximum DBE Penalty.)	\$0
Septage Facility Costs at 0%	\$0

Maximum Subsidized Rate Costs \$5,988,981
 = (Total Eligible Costs X PCP) – Actual DBE Penalty

Actual Subsidized Rate Costs (Note: Cannot exceed Maximum Subsidized Rate Costs, but may be less if not requesting Total Eligible Costs.) \$5,988,981

Market Rate Costs = Total Requested Costs – Actual Subsidized Rate Costs \$150,478

Septage Facility Costs at 0% **\$0**

Total Loan Amount = Actual Subsidized Rate Costs + Market Rate Costs	\$6,139,459
Composite Interest Rate = (Actual Subsidized Rate Costs/Total Loan Amount) X 2.625% + (Market Rate Costs/Total Loan Amount) X 3.500% + (Septage Facility Costs at 0%)	2.646%

7. Miscellaneous Costs: As shown in the Project Budget Sheet Summary (Exhibit A), CWFP funding in the amount of \$95,322 is included in the Miscellaneous category for:

Administrative Expenses - \$1,413
 Legal Fees - \$15,543
 Generator and installation - \$67,824*
 Builders Risk Ins. - \$6,782
 Pilot Testing - \$3,760

Each construction-related item, denoted by an asterisk (*), will require review and approval by the regional Construction Management Engineer (CME) **prior** to reimbursement from the CWFP. The municipality must provide the CME with a copy of the vendor's invoice, procurement method used and applicable bidding and contracting documentation. When the CME has determined eligibility and given approval, the municipality may request reimbursement from the CWFP.

8. Contingency Allowance: The Contingency allowance of \$291,643 is five percent of the amount of uncompleted construction and change orders. See attached Contingency Worksheet.
9. Equipment Replacement Fund: The Municipality shall establish an equipment replacement fund according to s. NR 162.08, Wis. Adm. Code, and maintain the equipment replacement fund as a separate fund of the Municipality. Annual deposits shall be made to the equipment replacement fund in amounts sufficient to meet the equipment replacement schedule developed by the Municipality. In reviewing the equipment replacement fund schedule in the CWFP application, the annual deposit is estimated at \$302,400.

10. Green Project Reserve:

Green Infrastructure	\$0
Water Efficiency	\$0
Energy Efficiency	\$1,444,400
Environmentally Innovative	\$1,405,300
TOTAL Green Project Reserve Funding	\$2,849,700

11. Federal Single Audit To the Extent applicable, the Municipality shall comply with the audit requirements of OMB Circular A-133. The Municipality covenants that if it received \$500,000 or more of financial assistance in a given calendar year, which originated from any federal funds, the Municipality shall commission an audit made in accordance with OMB Circular A-133, or in accordance with the federal laws and regulations governing the CWWP. The Federal Catalogue of Domestic Assistance number is 66.458 for wastewater project disbursements funded with federal money.
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	August	LAI, Ltd.	H.S.I. Inc.	LAI, Ltd.	LAI, Ltd.	Boerger	JWC Env.	Energenecs	Huber	Energenecs	ITT Water	Alfa Laval	Unison
	Winter	91-0101-A	91-0101-B	91-0101-C	91-0101-D	91-0101-E	91-0101-F	91-0101-G	91-0101-H	91-0101-K	91-0101-L	91-0101-M	91-0101-N
Contract Details													
Base Contract	12,179,852	89,982	620,500	62,289	23,746	59,972	470,250	146,580	281,336	222,200	161,540	650,000	332,857
Non EIF Funded	159,556		116,977										
DBE Penalty													
Total	12,020,296	89,982	503,523	62,289	23,746	59,972	470,250	146,580	281,336	222,200	161,540	650,000	332,857
% Complete	6%	5%	0%	75%	75%	75%	6%	75%	75%	5%	75%	0%	5%
Contractor Payment Appl. Date													
Uncompleted Construction	11,299,078	85,483	503,523	15,572	5,937	14,993	443,211	36,645	70,334	211,090	40,385	650,000	315,082
Contingency @ 5%	564,954	4,274	25,176	779	297	750	22,161	1,832	3,517	10,555	2,019	32,500	15,754
Change Order Details													
CO#1 - Unison							47,970.00						22,343.00
CO#1 - JWC Environmental													
CO#1 - Cummins													
CO#2 - Cummins													
CO#1 - August Winters	(77,970.00)												
CO#2 - August Winters	155,000.00												
CO#3 - August Winters	18,615.00												
CO#4 - August Winters	38,372.00												
CO#5 - August Winters	4,919.00												
EXTRA - Owner DP 3 Pumps													
EXTRA - Agust Winters - Pump Inst.	60,000.00												
EXTRA - Agust Winters - Transform	100,000.00												
EXTRA - Heat & Power													
Change Order Total	298,936	-	-	-	-	-	47,970	-	-	-	-	-	22,343
Avail. Contingency	863,890	4,274	25,176	779	297	750	70,131	1,832	3,517	10,555	2,019	32,500	38,097

All change orders must be reviewed and approved by the CME prior to inclusion in the FAA. Only reviewed in-house change orders may be added and/or deducted to this contingency worksheet and included in the FAA.

Crane Eng. Cummins Heat & Pwr	Alfa Laval	Total
91-0101-O 91-0101-P 91-0101-Q 91-0101-R	91-0101-P 91-0101-Q 91-0101-R	
79,240 359,556 166,650 298,000	298,000	16,204,550
79,240 359,556 166,650 298,000	298,000	0
0% 83% 75% 75%	74,500	15,928,017
79,240 60,333 41,663 74,500	74,500	13,947,069
3,962 3,017 2,083 3,725	3,725	697,353
(93.84)		22,343.00
39,534.79		47,970.00
		(93.84)
		39,534.79
		(77,970.00)
		155,000.00
		18,615.00
		38,372.00
		4,919.00
	25,000.00	25,000.00
		60,000.00
		100,000.00
	4,800.00	4,800.00
39,441	4,800	438,490
	25,000	
3,962 42,458 6,883 3,725 25,000	3,725 25,000	1,135,843
Agreed Upon Deducts W/McMahon		
Owner DP Pumps/Replacement Fund (25,000)		
McMahon Unneeded Equip. Contingency (78,845)		
Total Contingency		1,031,999

Town of Neenah Share (13,519)
FAA Contingency Amount 1,018,480

EXHIBIT G

WAGE RATE COMPLIANCE CERTIFICATION

[To Be Prepared on Municipal Letterhead at Project Completion and Closeout]

The undersigned officials of the Neenah - Menasha Sewerage Commission (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 4115-03 (the "Project"), the Municipality has met all the requirements of the Davis-Bacon Act.

The above certification is determined, after due and diligent investigation, to be true and accurate to the best of my knowledge.

By: _____
[Name of Highest Elected Official]

Dated as of: _____

Attest: _____
[Name of Clerk or Secretary]

Dated as of: _____