

**NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
CLEAN WATER STATE REVOLVING FUND (CWSRF) PROGRAM**

**INTERIM LOAN AGREEMENT
AMENDMENT No. 1**

Borrower Name: **Incorporated County of Los Alamos**

Loan No.: **CWSRF 083**

The purpose of this Amendment No. 1 is to increase the Loan Principal amount by **Thirteen Million Dollars and Zero Cents (\$13,000,000.00) to Thirty Million Dollars and Zero Cents (\$30,000,000.00)** and to extend the availability of the Loan Principal funds to **October 27, 2023**.

This Amendment No. 1 to the Interim Loan Agreement is made and entered into this ____ day of _____, 2021 by the New Mexico Environment Department (NMED) and the Incorporated County of Los Alamos (Borrower) (collectively the Parties).

The Borrower has enacted Ordinance No. 687 and Amended Ordinance No. 689 passed on October 30, 2018, and February 19, 2019, respectively, and Amended Ordinance No. 712 passed on _____, 2021 which authorizes execution of the Agreement and all Amendments; authorizes the Borrower to accept loan funds from NMED; and irrevocably pledges the Wastewater System Revenues for the repayment of this Amendment No. 1, the Agreement and Note.

Loan Terms:

NMED and the Borrower entered into an Agreement on April 12, 2019. It has become necessary to make changes to the Agreement which expires on April 12, 2022. Increasing the principal amount and extending the availability of Loan Principal funds will allow for the completion of this project. All conditions of the Agreement not identified in this Amendment No. 1 remain the same.

The Parties mutually agree to the following Agreement changes:

SECTION III. LOAN AMOUNT:

NMED agrees to increase the Loan Principal amount to the Borrower in the amount of: **Thirteen Million Dollars and Zero Cents (\$13,000,000.00) for a total Loan Principal amount of Thirty Million and Zero Cents (\$30,000,000.00)** at the interest rate of 2.375% annually upon the terms and conditions set forth in the Interim Loan Agreement and the Interim Promissory Note.

Provided the Borrower complies with the Construction Conditions and the CWSRF Requirements, the loan amount will be available until **October 27, 2023**.

SECTION IV. CONSTRUCTION CONDITIONS/Sub-section A:

Upon execution of this Agreement, the Borrower shall adhere to completing construction by **October 27, 2023** and to expeditiously initiate and achieve Project Completion.

THE PARTIES AGREE that this Amendment No. 1 becomes effective upon execution by NMED Secretary.

IN WITNESS WHEREOF, the Borrower and NMED execute this Amendment No. 1 and has been approved by:

By executing this Amendment No. 1, the undersigned represents authorization to act on behalf of the Borrower.

BY: _____
Signature of duly authorized Borrower Official
(Incorporated County of Los Alamos)

Title

Date

Attest:

Signature of Witness

Title

Date

New Mexico Environment Department
Wastewater Facility Construction Loan Program
Clean Water State Revolving Loan Fund

BY: _____
John Rhoderick, Acting Water Protection Division Director
Signed pursuant to May 24, 2021, Secretary of Environment Delegation Order