



## VILLAGE OF CORRALES

### ORDINANCE NO. 11-015

**AN ORDINANCE AUTHORIZING THE VILLAGE OF CORRALES (“BORROWER”) TO ENTER INTO A LOAN AGREEMENT WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT (“NMED”) FOR THE PURPOSE OF OBTAINING WASTEWATER CONSTRUCTION LOAN FUNDS IN A PRINCIPAL AMOUNT NOT TO EXCEED \$540,000.00; DESIGNATING THE USE OF THE LOAN FUNDS FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, MODIFYING AND OTHERWISE IMPROVING THE WASTEWATER FACILITIES OF THE BORROWER’S WASTEWATER COLLECTION AND CONVEYANCE SYSTEM; DECLARING THE NECESSITY FOR THE LOAN; PROVIDING THAT THE LOAN WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM THE PLEDGED REVENUES; AND PRESCRIBING OTHER DETAILS CONCERNING THE LOAN AND THE SECURITY THEREFOR.**

Capitalized terms used in the following preambles are defined in Section 1 of this Ordinance and when used in these preambles shall have the meaning therein stated, unless the context clearly requires otherwise.

**WHEREAS**, the Borrower is a legally and regularly created municipality, a political subdivision of the State, organized under the general laws of the State; and

**WHEREAS**, the Borrower is in the process of constructing and, upon its completion, will own, operate and maintain a public utility constituting a wastewater collection and conveyance (i.e., sanitary wastewater) system (“System”), which includes a system for the conveyance of wastes for delivery to a treatment system for the disposal of the wastes by surface and underground methods; and

**WHEREAS**, the present System is incomplete and therefore inadequate to meet the needs of the Borrower and its residents for the treatment and disposal of wastewater or for groundwater protection; and

**WHEREAS**, the Loan Agreement and Note will be payable solely from the Pledged Revenues (as hereinafter defined); and

**WHEREAS**, the funds for this Project will include funds from a one-time federal grant to the NMED from the Environmental Protection Agency; and

**WHEREAS**, the Project is subject to specific requirements of the federal grant; and

**WHEREAS**, the Borrower has the following obligations outstanding to which the portion of the Pledged Revenues derived from the Village’s State-Shared Gross Receipts Tax and distributions in lieu of the State-Shared Gross Receipts Tax, as set forth in the definition of “Pledged Revenues,” have already been pledged:

Series	Amount Outstanding	Priority
New Mexico Finance Authority Public Project Revolving Loan Fund Loan No. 2029-PP, matures May 2027	\$ <u>1,035,000</u>	Parity
New Mexico Finance Authority Public Project Revolving Loan Fund Loan No. 2575-PP, matures May 2031	\$ <u>993,178</u>	Parity

and,

**WHEREAS**, the Council has determined that it is in the best interest of the Borrower to accept and enter into the Loan Agreement and to execute and to deliver the Note to the NMED. **NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL, THE GOVERNING BODY OF THE VILLAGE OF CORRALES:**

**Section 1. DEFINITIONS.** As used in this Ordinance, including the foregoing preambles, the following terms shall have the meanings specified below, unless the context clearly requires otherwise:

**ACT.** The general laws of the State, including the Wastewater Facility Construction Loan Act at sections 74-6A-1 to 74-6A-15 NMSA 1978, as amended; enactments of the Council relating to the Note and the Loan Agreement made by resolution or ordinance, including this Ordinance; and the powers of the Borrower as a public body under authority given by the constitution and statutes of the State.

**ADMINISTRATIVE FEE. A**

fee assessed and collected by the NMED from the Borrower on the Loan and expressed as a percentage per year on the outstanding principal amount of the Loan, payable by the Borrower on the same date that principal and interest on the Loan are due, for deposit in the Clean Water Administrative Fund.

**ANNUAL AUDIT or SINGLE AUDIT.** Financial statements of the Borrower as of the end of each Fiscal Year, audited by an Independent Accountant, consistent with the federal Single Audit Act Amendments of 1996 (31 U.S.C. Section 7501 et seq.) and the State Auditor's rules.

**ANNUAL LOAN REPAYMENT ACCOUNT.** An account established under this Ordinance and held by the Borrower, funded from the Pledged Revenues, in the amount necessary for payment of the principal, interest and administrative fees due annually under the Loan Agreement and Note.

**AUTHORIZED OFFICER.** The Borrower's mayor, chief administrative officer, or other officer or employee of the Borrower as designated by Borrower's Resolution Number \_\_\_\_\_ adopted by the governing body of the Borrower, as amended from time to time.

**BORROWER.** The Village of Corrales in Sandoval County, New Mexico.

**CLEAN WATER ADMINISTRATIVE FUND.** The fund of the same name created in the State treasury and administered by NMED pursuant to Section 74-6A-4.1, NMSA 1978.

**COUNCIL.** The governing body of the Borrower.

**DEBT SERVICE RESERVE ACCOUNT.** The account established under this Ordinance and held by the Borrower funded from the Pledged Revenues in the amount of the Debt Service Reserve Requirement.

**DEBT SERVICE RESERVE REQUIREMENT.** An amount equal to one annual repayment of principal, interest and administrative fees due, accumulated over a period of years as set forth in Section 11(A) of this Ordinance.

**FISCAL YEAR.** The twelve-month period commencing on the first day of July of each year and ending on the last day of June of the next succeeding year, or any other twelve-month period which the Borrower hereafter may establish as the fiscal year for the System.

**GROSS REVENUES.** All income and revenues directly or indirectly derived by the Borrower from the operation and use of the System.

**HEREIN, HEREBY, HEREUNDER, HEREOF, HEREINBEFORE or HEREAFTER.** Refer to this entire Ordinance and not solely to the particular portion of this Ordinance in which such word is used.

**LOAN.** A loan of funds from NMED made pursuant to the Loan Agreement.

**LOAN AGREEMENT.** One or more loan agreements substantially in the form of Exhibit A attached hereto between the Borrower and the NMED, pursuant to which funds will be loaned to the Borrower to construct the Project and pay eligible costs relating thereto; and the amended loan agreement which shall state the final amount the NMED loaned to the Borrower, and which shall be executed upon completion of the Project and dated on the date of execution thereof.

**LOAN SUBSIDY GRANT.** A sub-grant of funds to the Borrower from a one-time federal grant of funds to the NMED by EPA, for the purpose of subsidizing the amount loaned to the Borrower under the Loan Agreement and Note.

**NET REVENUES.** Gross Revenues LESS the following expenses of the System: (1) Operation and Maintenance expenses, (2) interest, principal and fees payable on Parity Bonds or Parity Obligations, (3) approved indirect charges, (4) any amounts expended for capital replacements of the System, and (5) the required set asides for Debt Service Reserve Requirement and Replacement Reserve Requirement.

**NMED.** The New Mexico Environment Department, successor to the Environmental Improvement Division of the New Mexico Health and Environment Department and any assignee of the NMED pursuant to the Loan Agreement and Note, or its successor agency as provided by law.

**NMSA.** New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

**NOTE.** The interim and final promissory notes substantially in the form of Exhibit B attached hereto issued by the Borrower to the NMED evidencing the obligation of the Borrower to the NMED incurred pursuant to this Ordinance and the Loan Agreement.

**OPERATION AND MAINTENANCE.** All reasonable and necessary current expenses of the System, paid or accrued, relating to operating, maintaining and repairing the System.

**ORDINANCE.** This Ordinance as amended or supplemented from time to time.

**PARITY OBLIGATIONS.** New Mexico Finance Authority Public Project Revolving Loan Fund Loan No. 2029-PP, maturing May 2027, New Mexico Finance Authority Public Project Revolving Loan Fund Loan No. 2575-PP, maturing May 2031, and other bonds or obligations, present or future, payable from the Pledged Revenues, or any portion thereof, issued with a lien on the Pledged Revenues on a parity with the lien of the Loan Agreement and Note authorized by this Ordinance.

**PLEGGED REVENUES.** Municipal Environmental Services Gross Receipts Tax distributed monthly to the Borrower pursuant to Section 7-19D-10, NMSA 1978, at a rate not to exceed one-sixteenth of one percent of the gross receipts of any person engaging in business within the territorial limits of the Borrower, and State-Shared Gross Receipts Tax distributed monthly to the Governmental Unit pursuant to Sections 7-1-6.1, 7-1-6.4 and 7-1-6.15 NMSA 1978, both as determined and adjusted under the Gross Receipts and Compensating Tax Act, Chapter 7, Article 9, NMSA 1978; and the portion of any gross receipts tax distribution to the Governmental Unit made pursuant to Section 7-1-6.46, NMSA 1978, representing the amount of Municipal Environmental Services Gross Receipts Tax or State-Shared Gross Receipts Tax that would have been remitted to the Governmental Unit but for the deductions provided by Section 7-9-92 and 7-9-93, NMSA 1978, and any similar distributions made to the Governmental Unit in lieu of Municipal Environmental Services Gross Receipts Tax or State-Shared Gross Receipts Tax revenues.

**PROJECT.** Design and construction of Phases 2 and 3 of the System, extending the System so as to provide for collection and conveyance of wastewater south from the terminus of the System following construction of Phase 1, to a connection with the wastewater collection and treatment system of the Albuquerque Bernalillo County Water Utility Authority.

**PROJECT COMPLETION DATE.** Means the date that operations of the completed works are initiated or capable of being initiated, whichever is earlier. This also applies to individual phases or segments.

**REGULATIONS.** Regulations promulgated by the Water Quality Control Commission at 20.7.5 NMAC and New Mexico Environment Department at 20.7.6 – 20.7.7 NMAC.

**REPLACEMENT RESERVE ACCOUNT.** The account established under this Ordinance and held by the Borrower funded from the Pledged Revenues in the amount of the Replacement Reserve Requirement.

**REPLACEMENT RESERVE REQUIREMENT.** An amount equal to five percent (5%) of the sum of the final principal amount loaned and the amount of the loan subsidy granted to the Borrower from NMED.

**STATE.** The State of New Mexico.

**SUBORDINATE OBLIGATIONS.** Bonds or obligations, present or future, payable from the Pledged Revenues, or any portion thereof, issued with a lien on the Pledged Revenues subordinate to the lien of the Loan Agreement and Note authorized by this Ordinance.

**SYSTEM.** The wastewater utility collection and conveyance system of the Borrower.

**SYSTEM FUND.** The fund established and maintained by the Borrower for deposit of the Gross Revenues of the System.

**Section 2. RATIFICATION.** All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Council, the officers and employees of the Borrower, directed toward the execution and delivery of the Loan Agreement and the Note and the completion of the Project, is hereby ratified, approved and confirmed.

**Section 3. FINDINGS.** The Council hereby declares that it has considered all necessary and relevant information and data and hereby makes the following findings:

(A) The execution and delivery of the Loan Agreement and the Note pursuant to the Act to provide funds to finance the Project, is necessary and in the interest of the public health, safety, morals and welfare of the residents of the Borrower and will result in savings of finance costs to the Borrower.

(B) The Borrower will acquire, improve and finance the Project.

(C) The money available for the Project from all sources other than the Loan Agreement is not sufficient to pay when due the entire cost of the Project.

(D) The Project is and will be part of the System, which is a publicly owned sanitary wastewater collection and conveyance system the purposes of which include the disposal and treatment of wastewater, either by surface or underground methods.

(E) The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement and Note.

**Section 4. UTILITY.** The municipal sanitary wastewater collection and conveyance facilities shall continue to constitute a publicly owned and operated utility (i.e., the System) and shall be operated and maintained as such.

**Section 5. AUTHORIZATION OF PROJECT.** The acquisition and construction of the Project and payment of eligible items as set forth in the Regulations from proceeds of the Loan Agreement and Note is hereby authorized at a cost not to exceed the principal amount of Five Hundred Forty Thousand Dollars (\$540,000.00) excluding any cost of the Project to be paid from any source other than the proceeds of the Loan Agreement and Note.

**Section 6. AUTHORIZATION OF LOAN AGREEMENT.**

(A) For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the citizens of the Borrower and acquiring the Project, it is hereby declared necessary that the Borrower, pursuant to the Act and the Regulations, execute and deliver the Loan Agreement and Note, and the Borrower through its officers is hereby authorized to execute and deliver the Loan Agreement and the Note, to be payable and collectible solely from the Pledged Revenues. The NMED has agreed to disburse the proceeds according to the terms of the Loan Agreement to the Borrower over the construction period of the Project. The aggregate principal amount of the Note shall not exceed Five Hundred Forty Thousand Dollars (\$540,000.00) without the adoption by the Council of another ordinance amending this Ordinance, and the annual interest rate and Administrative Fee on that principal amount shall not exceed three percent (3%) per annum collectively. Interest and the Administrative Fee shall be computed as a percentage per year on the outstanding principal amount on the Loan on the basis of a 365 day year, actual number of days lapsed. The final maturity date on the Note shall not extend beyond 20 years from the Project Completion Date. The Loan shall be repaid in substantially equal annual installments of principal, interest and administrative fees on the dates provided in the Loan Agreement with the first annual installment due within one year of the Project Completion Date, but no later than one year after the date of the warrant of final payment from the NMED. The Borrower must obtain the written consent of the NMED before issuing additional obligations secured by the Pledged Revenues or any portion thereof, having a lien on the Pledged Revenues (or a portion thereof) on parity with or superior to the lien of the Loan Agreement and Note.

(B) The Borrower is hereby authorized to accept a Loan Grant Subsidy under the terms of the Loan Agreement. The aggregate Loan Grant Subsidy amount shall not exceed One Million Dollars (\$1,000,000.00) without the adoption by the Council of another ordinance amending this Ordinance. By accepting a Loan Grant Subsidy, the Borrower is a sub-recipient of a one-time federal grant of funds to NMED by EPA. As a sub-recipient, the Borrower is responsible for complying with the specific requirements and the conditions of the one-time federal grant. If the Borrower fails to satisfy any federal grant requirements or conditions, the Borrower may be required to refund any federal grant funds disbursed to the Borrower from NMED. Specific federal grant requirements include but are not limited to:

- (1) Federal Grant Reporting Requirements; and
- (2) Wage Rate Requirements.

(C) The form of the Loan Agreement and the Note are approved. The Mayor is hereby authorized and directed to execute and deliver the Loan Agreement and the Note and any

extensions of or amendments to any such document to be executed after completion of the Project, or any substitution therefore, substantially in the forms attached hereto as Exhibits A and B, with such changes therein as are not inconsistent with this Ordinance and as shall be approved by the Mayor whose execution thereof, or any extension thereof, or substitution therefore, in their final forms shall constitute conclusive evidence of their approval and compliance with this Section.

(D) From and after the date of the initial execution and delivery of the Loan Agreement and the Note, Authorized Officers, agents and employees of the Borrower are authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Ordinance, the Loan Agreement and the Note.

**Section 7. SPECIAL LIMITED OBLIGATIONS.** The Loan Agreement and the Note and all payments of principal, interest and administrative fees thereon shall be special limited obligations of the Borrower and shall be payable and collectible solely from the Pledged Revenues which are irrevocably pledged as set forth in Section 5 and 6 of this Ordinance. The NMED may not look to any general or other fund for the payment of the principal, interest or administrative fees on the Loan Agreement and the Note except the Pledged Revenues. The Loan Agreement and the Note shall not constitute indebtedness or debts within the meaning of any constitutional, charter or statutory provision or limitation, nor shall they be considered or be held to be general obligations of the Borrower and shall recite that they are payable and collectible solely from the Pledged Revenues the income from which is so pledged, and the NMED may not look to any general or other fund for the payment of the principal, interest or the administrative fee on the Loan Agreement or the Note.

**Section 8. OPERATION OF PROJECT.** The Borrower will operate and maintain the Project so that it will function properly over its structural and material design life, which is not less than 20 years.

**Section 9. USE OF PROCEEDS.** The NMED shall disburse Funds pursuant to the Loan Agreement for NMED approved costs incurred by the Borrower for the Project or to pay contractors or suppliers of materials for work performed on the Project as set forth in the Loan Agreement.

**Section 10. SYSTEM FUND.** So long as the Loan Agreement and the Note are outstanding, whether as to principal, interest, or the administrative fee all Gross Revenues shall continue to be set aside and credited to the System Fund for use as determined by the Borrower in accordance with applicable law. The moneys held in the System Fund are not pledged to the repayment of the Loan or interest or administrative fees thereon, but may be used for that purpose at the discretion of the Borrower.

**Section 11. DEBT SERVICE AND REPLACEMENT RESERVE ACCOUNTS.**

(A) **DEBT SERVICE RESERVE ACCOUNT.** A Debt Service Reserve Account is established under this Ordinance, held by the Borrower and funded from the Pledged Revenues in the amount of the Debt Service Reserve Requirement. The Borrower shall deposit no less than

one-sixth of the amount of one annual repayment of principal, interest and the administrative fees from the Pledged Revenues into this account in each 12-month period beginning at final loan closing and continuing until the full amount of the Debt Service Reserve Requirement is on deposit in the Debt Service Reserve Account. In the event that funds from the Debt Service Reserve Account are used to service the Loan Agreement and the Note, the Borrower shall replenish the Debt Service Reserve Account as soon as reasonably possible by depositing funds in the manner described above until the full amount of the Debt Service Reserve Requirement is on deposit in the Debt Service Reserve Account. So long as the Loan Agreement and the Note are outstanding, whether as to principal, interest, or the administrative fee the Borrower shall fund the Debt Service Reserve Account and identify this in the Annual Audit.

**(B) REPLACEMENT RESERVE ACCOUNT.** A Replacement Reserve Account is established under this Ordinance, held by the Borrower and funded from the Pledged Revenues in the amount of the Replacement Reserve Requirement. The Borrower shall deposit no less than one-sixth of 5% (that is, 0.8333 %) of the sum of the final principal amount loaned and the amount of the loan subsidy granted to the Borrower from the System Fund into this account in each 12-month period beginning on the Project Completion Date and continuing until the full amount of the Replacement Reserve Requirement is on deposit. The Replacement Reserve Account shall accumulate funds to pay for replacement of parts to ensure the Project is fully operational during the term of the Loan Agreement and Note. In the event that funds from the Replacement Reserve Account are used to pay for replacement of parts, the Borrower shall replenish the Replacement Reserve Account as soon as possible by depositing funds in the manner described above until the full amount of the Replacement Reserve Requirement is on deposit in the Replacement Reserve Account. So long as the Loan Agreement and the Note are outstanding, whether as to principal, interest, or the administrative fee, the Borrower shall fund the Replacement Reserve Account and identify this in the Annual Audit.

## **Section 12. APPLICATION OF GROSS REVENUES.**

**(A) OPERATION AND MAINTENANCE.** The Borrower shall pay for the operation and maintenance expenses of the System, approved indirect charges, and any amounts for capital replacement and repair of the System from the System Fund or from other funds of the Borrower legally authorized and available therefor, as incurred.

**(B) PARITY OBLIGATIONS AND OTHER APPROVED DEBT(S).** The Borrower shall pay the principal, interest and administrative fees of parity obligations and other approved debts which are secured from the Pledged Revenues as and when due.

**(C) EQUITABLE AND RATABLE DISTRIBUTION.** Obligations of the Borrower secured by the Pledged Revenues on a parity with the Loan Agreement and the Note, from time to time outstanding, shall not be entitled to any priority one over the other in the application of the Pledged Revenues, regardless of the time or times of their issuance or creation.

**(D) DEBT SERVICE AND REPLACEMENT RESERVES.** The Borrower shall deduct the required amounts for the debt service reserve account from the Pledged Revenues, and for the replacement reserve account from the System Fund, as and when required.

**(E) SUBORDINATE OBLIGATIONS.** The Pledged Revenues used for the payment of Subordinate Obligations shall be applied first to the payment of the amounts due under the Loan Agreement and the Note and the payment of Parity Obligations, and then to payment of Subordinate Obligations.

**Section 13. LIEN OF LOAN AGREEMENT AND NOTE.** The Loan Agreement and the Note shall constitute irrevocable liens upon the Pledged Revenues with priorities on the Pledged Revenues as set forth in Section 12 of this Ordinance. The Borrower hereby pledges and grants a security interest in the Pledged Revenues for the payment of the Note and any other amounts owed by the Borrower to the NMED pursuant to the Loan Agreement.

**Section 14. OTHER OBLIGATIONS.** Nothing in this Ordinance shall be construed to prevent the Borrower from issuing bonds or other obligations payable from the Pledged Revenues and having a lien thereon subordinate to the liens of the Loan Agreement and the Note.

**Section 15. DEFAULT.** The following shall constitute an event of default under the Loan Agreement:

(A) The failure by the Borrower to pay the principal, interest and administrative fees on the repayment of the Loan set forth in the Loan Agreement and Note when due and payable either at maturity or otherwise; or

(B) Default by the Borrower in any of its covenants or conditions set forth under the Loan Agreement (other than a default described in the previous clause of this section) for 60 days after the NMED has given written notice to the Borrower specifying such default and requiring the same to be remedied.

**UPON OCCURRENCE OF DEFAULT:**

(A) The entire unpaid principal amount of the Interim and Final Promissory Note plus accrued interest and the administrative fees thereon may be declared by the NMED to be immediately due and payable and the Borrower shall pay the amounts due under Note from the Pledged Revenues, either immediately or in the manner required by the NMED in its declaration, but only to the extent funds are available for payment of the Note from Pledged Revenues. However, if insufficient funds are available for payment of the Note(s) from Pledged Revenues, the NMED may require the Borrower to adjust the rates charged by the System to ensure repayment of the Note.

(B) If default by the Borrower is of covenants or conditions required under the federal grant, the Borrower may be required to refund the amount of the Loan Subsidy Grant disbursed to the Borrower from NMED.

(C) The NMED shall have no further obligation to make payments to the Borrower under the Loan Agreement.

**Section 16. ENFORCEMENT; VENUE.** The NMED retains the right to seek enforcement of the terms of the Loan Agreement. If the NMED and the Borrower cannot reach agreement regarding disputes as to the terms and conditions of this Loan Agreement, such

disputes are to be resolved promptly and expeditiously in the district court of Santa Fe County. The Borrower agrees that the district court for Santa Fe County shall have exclusive jurisdiction over the Borrower and the subject matter of this Loan Agreement and waives the right to challenge such jurisdiction.

**Section 17. REMEDIES UPON DEFAULT.** Upon the occurrence of any of the events of default as provided in the Loan Agreement or in Section 15 of this Ordinance, the NMED may proceed against the Borrower to protect and enforce its rights under the Loan Agreement or the Note by mandamus or other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained in this Ordinance, the Loan Agreement or the Note for the enforcement of any proper legal or equitable remedy as the NMED may deem most effective to protect and enforce the rights provided above, or to enjoin any act or thing which may be unlawful or in violation of any right of the NMED, or to require the Borrower to act as if it were the trustee of an express trust, or any combination of such remedies. Each right or privilege of the NMED is in addition and cumulative to any other right or privilege under this Ordinance or the Loan Agreement and Note and the exercise of any right or privilege by the NMED shall not be deemed a waiver of any other right or privilege.

**Section 18. DUTIES UPON DEFAULT.** Upon the occurrence of any of the events of default as provided in Section 15 of this Ordinance, the Borrower, in addition, will do and perform all proper acts on behalf of and for the NMED to protect and preserve the security created for the payment of the Note to ensure the payment of the principal, interest, and the administrative fee on the Note promptly as the same become due. If the Borrower fails or refuses to proceed as required by this Section, the NMED, after demand in writing, may proceed to protect and enforce the rights of the NMED as provided in this Ordinance and the Loan Agreement.

**Section 19. TERMINATION.** When all obligations under the Loan Agreement and Note have been paid, the Loan Agreement and Note shall terminate and the pledge, lien, and all other obligations of the Borrower under this Ordinance shall be discharged. The principal amount of the Note, or any part thereof, may be prepaid at any time without penalty at the discretion of the Borrower and the prepayments of principal shall be applied as set forth in the Loan Agreement.

**Section 20. AMENDMENT OF ORDINANCE.** This Ordinance may be amended with the prior written consent of the NMED.

**Section 21. ORDINANCE IRREPEALABLE.** After the Loan Agreement and Note have been executed and delivered, this Ordinance shall be and remain irrevocable until the Note has been fully paid, terminated and discharged, as provided in this Ordinance.

**Section 22. SEVERABILITY CLAUSE.** If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

**Section 23. REPEALER CLAUSE.** All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

**Section 24. PUBLICATION OF NOTICE OF ORDINANCE; EFFECTIVE DATE.** Upon due adoption of this Ordinance, this Ordinance shall be executed by the Mayor and the Village Clerk and shall be recorded in the book of ordinances of the Borrower kept for that purpose, and the title and general summary of the subject matter contained in this Ordinance shall be published in a newspaper which is of general circulation in the jurisdiction of the Borrower and the Ordinance shall be in full force and effect thereafter, in accordance with law.

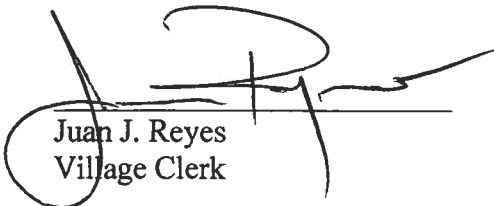
**PASSED, APPROVED AND ADOPTED** by the Governing Body of the Village of Corrales, New Mexico, this 27<sup>th</sup> day of September, 2011.

APPROVED:

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The Honorable Philip Gasteyer  
Mayor

ATTEST:

  
Juan J. Reyes  
Village Clerk