

**RESOLUTION AUTHORIZING ASHTABULA COUNTY BOARD OF COMMISSIONERS AND ACDES TO APPLY FOR, ACCEPT, AND ENTER INTO A WATER SUPPLY REVOLVING LOAN ACCOUNT (WSRLA) AGREEMENT ON BEHALF OF ASHTABULA COUNTY FOR WATER STORAGE TANK IMPROVEMENTS AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN, ACDES**

WHEREAS, the County of Ashtabula seeks to make repairs and improvements to existing water storage tanks in Saybrook, Austinburg, and Harperfield Township; and

WHEREAS, the County of Ashtabula intends to apply for Water Supply Revolving Loan Account (WSRLA) for the water storage improvements; and

WHEREAS, the Ohio Water Supply Revolving Loan Account (WSRLA) requires the government authority to pass legislation for application of a loan and the execution of an agreement as well as designating a dedicated repayment source: now

THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Ashtabula, Ohio, that:

**Section 1.** That Casey Kozlowski, President of Ashtabula County Board of Commissioners be and is hereby authorized to apply for a WSRLA loan, sign all documents for and enter into a Water Supply Revolving Loan Account (WSRLA) with the Ohio Environmental Protection Agency and the Ohio Water Development Authority for the construction of water facilities on behalf of the County of Ashtabula, Ohio.

**Section 2.** The estimated loan amount is \$943,163.00. The dedicated source of repayment will be from Water System Debt Retirement Principal fund 6002.001.155-901 and Water System Debt Retirement Interest fund 6002.001.155-910

**Section 3.** That this resolution shall take effect and be in force from and after the earliest period allowed by law.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

**Resolution No. 2023-398**

**August 01, 2023**

**RESOLUTION AUTHORIZING ASHTABULA COUNTY BOARD OF COMMISSIONERS AND ACDES TO APPLY FOR, ACCEPT, AND ENTER INTO A WATER SUPPLY REVOLVING LOAN ACCOUNT (WSRLA) AGREEMENT ON BEHALF OF ASHTABULA COUNTY FOR WATER STORAGE TANK IMPROVEMENTS AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN, ACDES**

**Upon the motion of J.P. Ducro IV, seconded by Kathryn L. Whittington.**

**VOTE:**

<b>Casey R. Kozlowski</b>	<b>Aye</b>
<b>Kathryn L. Whittington</b>	<b>Aye</b>
<b>J.P. Ducro IV</b>	<b>Aye</b>

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



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Lisa Hawkins, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio



Division of Environmental & Financial Assistance (DEFA)

Office of Financial Assistance (OFA)

50 West Town Street, Suite 700, Columbus, Ohio 43215

Ph: 614.644.2798

www.epa.ohio.gov/defa/ofa

This application must be completed in its entirety. Incomplete forms may result in delay of loan approval.

1.0 Program Funding Selection

Please indicate what type of project funding is needed. A selection must be made for the loan application to be reviewed.

- Wastewater Water Pollution Control Loan Fund (WPCLF)
Drinking Water Water Supply Revolving Loan Account (WSRLA)

2.0 Borrower's Information

Borrower (County, City, Village, or District): Ashtabula County
Borrower's Population: 97,337 County: Ashtabula Date of Application: July \_\_, 2023

3.0 Project Name and Description

Project Name: Water Storage Tank Improvements

In the box below, please provide a brief description of the project requesting Ohio EPA funding.

This project involves the rehabilitation of three existing water storage tanks (Hapersfield Reservoir - 1.5 million gallon welded steel storage tank, Saybrook Standpipe - 1.0 million gallon wided steel standpipe, and Coffee Creek Elevated Tank - 150,000 gallon elevated steel tank) in order to extend the useful life.

\*\* Will land and/or easement acquisitions be required for this project?

- Yes, please indicate acquisition commencement date(s).
No additional land and/or easements are needed for the project.

Note: If the site title opinion letter is not able to be sent with the loan application, it can be sent at a later date. However, this opinion MUST be submitted with the bid package for review.

A Site Title Opinion Letter must be submitted and signed by the Borrower's Solicitor/Law Director, to insure legal vested interest in all real property for the project. (Example see ATTACHMENT B)

4.0 Funding Type and Proposed Loan Terms

Estimated Loan Amount: \$943,163.00 This field autofills from Tab 4
Estimated Loan Award Date: 10/1/2023
An estimated loan award date must be entered. This date should be the 1st of Month in which the loan would be awarded. This date is dependent on the type of loan that is requested, the estimated loan date will autofill on to TAB 3-Project Schedule.

Please consider my application for the following interest rate discount (construction loans only):

Wastewater Discounts:

- Green Project Reserve
Nutrient Reduction
Septage Facilities
Water Resource Restoration Sponsor Program (WRRSP)
Other: (Specify)

Water Discounts:

- Harmful Algal Bloom / Emerging Contaminants
Lead Service Line Replacement
Regionalization
Other: (Specify)

\*\* Please select only ONE loan type\*\*

The Borrower's interest rate will be determined based on the current year's Program Management Plan requirements. The first payment date must occur no later than 12 months after the project completion date. If you would like the repayment to begin earlier, please indicate a date. Payments are due semiannually: January 1 and July 1.

- Planning Loan Planning loans have a maximum 5-year term. First Payment Date:
Design Loan Design loans have a maximum 5-year term. First Payment Date:
Construction Loan Minimum 5-year term. Maximum 30-year term. Requested Term: 20 Years First Payment Date: 1/1/2025
Supplemental Loan Loan Number:

\*\* Please complete the appropriate schedule on Tab 3 "Project Schedule" that correlates with the selected loan type.

## 5.0 Contact Information

The authorized representative listed in Section 5.0 will be required to electronically sign the following documents after loan approval and prior to loan disbursement: Term Sheet and Payment Instruction Form. Signing these documents will require two factor authentication via SMS text message, which requires an accurate cellular phone number for the authorized representative.

\*\*As a courtesy and if possible, please provide accurate cellular phone numbers for all contacts below.

### Authorized Representative to Execute Contracts

Name	Casey R. Kozlowski	Title	President, Ashtabula County Commissioners
Address	25 West Jefferson St., 2nd Floor, Old Courthouse		
City	Jeffeson	,Ohio	Zip 44047
Telephone	440-576-3757	Cell	440 339-7280
Email	CRKozlowski@ashtabulacounty.us		

### Address to Mail Loan Agreement (If different than Authorized Representative)

Name	Douglas G. Starkey	Title	Director, Department of Environmental Services
Address	ACDES - P.O. Box 520; 36 West Walnut Street		
City	Jeffeson	,Ohio	Zip 44047
Telephone	440-576-3622	Cell	440 969-4926
Email	dgstarkey@ashtabulacounty.us		

### Billing Notices

Name	Douglas G. Starkey	Title	Director, Department of Environmental Services
Address	ACDES - P.O. Box 520; 36 West Walnut Street		
City	Jeffeson	,Ohio	Zip 44047
Telephone	440-576-3622	Cell	
Email	dgstarkey@ashtabulacounty.us		

### Disbursements - Borrower's representative to contact regarding disbursement

Name	Douglas G. Starkey	Title	Director, Department of Environmental Services
Address	ACDES - P.O. Box 520; 36 West Walnut Street		
City	Jeffeson	,Ohio	Zip 44047
Telephone	440-576-3622	Cell	
Email	dgstarkey@ashtabulacounty.us		

### Consulting Engineer

Name	Timothy McLaughlin	Title	Consulting Engineer
Firm	CT Consultants, Inc.		
Address	8150 Sterling Court		
City	Mentor	State, Zip	44060
Telephone	440-951-7487	Cell	440-454-2446
Email	tmclaughlin@ctconsultants.com		

## 6.0 Project Schedules for Planning, Design & Construction

### PLANNING SCHEDULE

1. **Submit complete Loan Application with dedicated source of repayment and draft engineering agreement with scope of planning activities to be funded through this loan** (no later than 60 days prior to task 3)
2. **Sign loan documents and return to DEFA** (no later than 15 days prior to task 3)
3. **We request a Planning Loan by** (indicate the 1st of the Month in which Loan is requested)  
(Loan awards can be scheduled for January through October and December – no November scheduled awards)
4. **Project Completion Date** (The date funded planning activities will be completed and submitted to Ohio EPA)
5. **Initial Payment due to Ohio EPA program** (January 1 or July 1 - within one year after the Project Completion)

### DESIGN SCHEDULE

1. **Submit approvable Facilities Planning information, including complete I/I Analysis** (generally 120 days prior to task 4)
2. **Submit a complete Loan Application which should include the borrowers financial information, a certified copy of legislation authorizing the borrower to enter into a Loan Agreement with Ohio EPA and OWDA** (Example: see **ATTACHMENT A**), a copy of the utility's User Charge System & Use ordinance and the engineering agreements. (90 days prior to task 4)
3. **Sign loan documents and return to DEFA** (no later than 15 days prior to task 4)
4. **We request a Design Loan by** (1st of Month in which Loan is Awarded)
5. **Project Completion Date** (The date funded design will be completed and submitted to Ohio EPA)
6. **Initial Payment due to Ohio EPA program** (January 1 or July 1 - within one year after Project Completion)

### CONSTRUCTION SCHEDULE

- |  |           |
|--|-----------|
| 1. <b>Submit approvable Facilities Planning information, including complete I/I Analysis</b> (generally 200 days prior to task 9)  | submitted |
| 2. <b>Submit complete Permit-to-Install application (if applicable), including application, review fee, detail plans, contract documents, and specifications</b> (170 days prior to task 9)  | N/A       |
| 3. <b>Submit a complete Loan Application which should include the borrowers financial information, a certified copy of legislation authorizing the Borrower to enter into a Loan Agreement with Ohio EPA and OWDA</b> (Example: see <b>ATTACHMENT A</b> ), a copy of the utility's User Charge System & Use ordinance and the engineering agreements. (150 days prior to task 9) | 7/28/2023 |
| 4. <b>Submit Site Title Opinion Letter signed by Solicitor/Law Director</b> (no later than 60 days prior to task 9) (Example: see <b>ATTACHMENT B</b> )  | 7/28/2023 |
| 5. <b>Advertise for construction bids</b> (no later than 60 days prior to task 9)  | 8/1/2023  |
| 6. <b>Open construction bids</b> (no later than 30 days prior to task 9) <u>Be sure to allow for a minimum of 60 days to award contracts</u>   | 8/30/2023 |
| 7. <b>Submit bid Information to DEFA</b> (no later than 21 days prior to task 9)   | 9/6/2023  |
| 8. <b>Sign loan documents and return to DEFA</b> (no later than 7 days prior to task 9)  | 9/25/2023 |
| 9. <b>We request a Construction Loan by</b> (1st of Month in which Loan is Awarded)  | 10/1/2023 |
| 10. <b>Estimated Initiation of Operation date</b> (The date funded facilities will be in full operation as planned and designed)   | 7/1/2024  |
| 11. <b>Estimated Initial payment due to the Ohio EPA loan program</b> (January 1 or July 1 - within one year after the Initiation of Operation)  | 1/1/2025  |



## 9.0 Source of Pledged Revenues

To obtain a loan from Ohio EPA, the Borrower is required to pledge the user revenues derived from the ownership and operation of their system as a security instrument (i.e. collateral) for the repayment of the loan. It can also be used as the dedicated source of repayment. The user revenues, after deductions for the operating and maintenance and previous debt obligations, must be able to support the repayment of the loan. However, unless prohibited by law, the Borrower can also choose any of the following as a dedicated source of loan repayment, with the user rates remaining the collateral. **(Reference Article IV in the WPCLF and the WSRLA Standard Loan Agreement).**

Please indicate the intended source of loan repayment below. More than one source can be used.

Revenue from:

- User Charges
- Assessments - Provide authorizing legislation
- General Taxes
- Other: Indicate source \_\_\_\_\_
- Other: Indicate source \_\_\_\_\_

## 10.0 Revenue Analysis

Current Revenues (Last Audit Year):

YEAR:

2021

User Classes	Total Revenue	Total Number of Users	Annual Revenue Per User
Residential	\$3,263,980.35	5,645	\$578.21
Commercial	\$878,953.86	234	\$3,756.21
Industry / Gov.	\$291,338.64	31	\$9,398.02
Other	\$503,670.19	119	\$4,232.52
<b>TOTAL</b>	<b>\$4,937,943.04</b>	<b>6,029</b>	

Total Revenue should reconcile to the "Revenues to System" column on the Projection of Revenues (TAB 7) for the associated year.

Current Average Monthly Residential User Rate

\$48.18

Projected Revenues for first year following project completion

YEAR:

User Classes	Projected Total Revenue	Projected Total Number of Users	Projected Annual Revenue Per User
Residential	\$4,351,659.72	5,645	\$770.89
Commercial	\$1,171,853.90	234	\$5,007.92
Industry / Gov.	\$388,423.48	31	\$12,529.79
Other	\$671,511.79	119	\$5,642.96
<b>TOTAL</b>	<b>\$6,583,448.89</b>	<b>6,029</b>	

Total Revenue should reconcile to the "Revenues to System" column on the Projection of Revenues (TAB 7) for the associated year.

Projected Average Monthly Residential User Rate

\$64.24

### Ten Largest Users

Customer	% of Revenue
The Village of Rock Creek	9.00%
Flying J Inc. #5066	3.50%
I & R Properties (Austin Manor)	3.00%
Worthington Industries	2.40%
DNC Parks and Resorts at GSP	1.70%
Saybrook Landing	1.70%
ENGIE Insight Services, Inc.	1.10%
Geneva Sports LLC	1.00%
Ronald Turner (Water Hauler)	1.30%
Pilot Travel Center MS #6	1.20%

**11.0 Revenue Analysis Continued**

**3-Year Revenue Allocation**

Please provide the revenue allocation for 3 years ending with most recent audit.

Year autofills from TAB 5	2019	2020	2021
<b>Revenue</b>	\$4,986,788.90	\$4,681,657.04	\$4,937,943.04
<b>Expenditures</b>			
Operating Expenses	\$2,935,305.74	\$3,179,924.30	\$3,224,176.29
Debt Service Payments	\$1,282,516.25	\$1,304,752.45	\$1,306,620.92
Other:			
<b>Total Expenditures</b>	\$4,217,821.99	\$4,484,676.75	\$4,530,797.21
<b>Surplus or Loss</b>	\$768,966.91	\$196,980.29	\$407,145.83

**Outstanding System Debt** (do not include loan being applied for):

Debt Type	Debt Balance	Annual Payment	Final Payment Date
Ohio EPA Loans			
OWDA	\$7,440,094.15	\$941,272.96	2040
OPWC	\$529,487.88	\$54,584.54	2041
GO bonds			
Revenue Bonds			
USDA-RD Loans			
Other	\$4,656,517.00	\$310,088.75	2035
<b>TOTAL</b>	\$12,626,099.03	\$1,305,946.25	

**The annual payment total will autofill in the current year debt service column on TAB 7 "Projection of Revenues" sheet.**

**12.0 Borrowers Credit Rating (If applicable)**

	Moody's	S&P
General Obligation		
Water and Sewer Revenues		A+

**13.0 Rate Schedule**

Indicate the year of the last rate increase: 2023  
 What was the % of the last rate increase? 10.00%

Please describe the planned rate increases for the next 2 years:

See attached Resolution No. 2023-170 showing rate increases for 2024, 2025, 2026 and 2027.

**14.0 Capital Improvement Plan**

Brief Description of Major Projects:

Harpersfield Water Tower, South River Road Waterline

Ten Year Capital Improvement Plan:

Years	Enter Year	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!
\$ in 000's	435	695,698	925	925	625	100	100	100	100	100

15.0 Projection of Revenues and Expenses of the System

Borrower: Ashtabula County

Project Name: Water Storage Tank Improvements

Year	Revenues to System Only	Operations, Maintenance & Replacement (O, M & R) Expenses	DEBT SERVICE paid from Revenue to the System (i.e. OPWC, USDA, etc.)	NEW Ohio EPA Loan Repayment	Total Expense to the System	Annual Surplus	Cumulative Surplus
The first Year and Current User Revenues autofill from Section 10.0 on Tab 8. The first year of O, M & R and debt service will autofill from Section 11.0 on Tab 8.				***Indicate previous year carryover surplus in the yellow Cumulative Surplus box***			\$4,449,875.82
2021	\$4,937,843.04	\$3,224,176.29	\$1,305,948.25		\$4,530,122.54	\$407,820.50	\$4,857,696.32
2022	\$4,956,483.28	\$3,644,209.54	\$1,298,326.64		\$4,942,536.18	\$13,947.08	\$4,871,643.40
2023	\$5,699,955.75	\$4,008,630.49	\$1,300,220.87		\$5,308,851.16	\$391,104.58	\$5,262,747.99
2024	\$6,269,951.32	\$4,409,493.54	\$1,282,640.75		\$5,692,134.29	\$577,817.03	\$5,840,565.02
2025	\$6,583,448.88	\$4,850,442.90	\$1,361,670.28	\$68,189.12	\$6,280,302.30	\$303,146.59	\$6,143,711.61
2026	\$6,912,621.33	\$5,238,478.33	\$1,272,196.16	\$68,189.12	\$6,578,863.61	\$333,757.73	\$6,477,469.33
2027	\$7,258,252.40	\$5,657,556.60	\$1,262,807.52	\$68,189.12	\$6,988,553.24	\$269,699.17	\$6,747,168.50
2028	\$7,621,165.02	\$6,110,161.12	\$1,280,768.22	\$68,189.12	\$7,439,116.46	\$182,048.56	\$6,929,217.06
2029	\$8,002,223.27	\$6,598,974.01	\$1,241,615.37	\$68,189.12	\$7,908,778.50	\$93,444.77	\$7,022,661.83
2030	\$8,402,334.44	\$7,126,891.93	\$1,239,732.92	\$68,189.12	\$8,434,813.97	-\$32,479.54	\$6,990,182.29
2031	\$8,822,451.16	\$7,625,774.37	\$1,241,604.26	\$68,189.12	\$8,935,587.75	-\$113,116.59	\$6,877,065.69
2032	\$9,087,124.68	\$8,159,578.58	\$934,358.80	\$68,189.12	\$9,182,126.50	-\$75,001.80	\$6,802,063.89
2033	\$9,359,738.43	\$8,730,749.08	\$936,863.71	\$68,189.12	\$9,735,821.91	-\$376,083.47	\$6,425,980.42
2034	\$9,640,530.59	\$9,167,266.53	\$177,985.10	\$68,189.12	\$9,413,460.75	\$227,069.84	\$6,653,050.25
2035	\$9,929,746.50	\$9,625,650.66	\$129,985.10	\$68,189.12	\$9,823,825.08	\$105,921.43	\$6,758,971.68
2036	\$10,227,638.90	\$10,106,933.40	\$129,985.10	\$68,189.12	\$10,305,107.62	-\$77,468.72	\$6,681,502.96
2037	\$10,534,468.07	\$10,612,280.07	\$129,985.10	\$68,189.12	\$10,810,454.29	-\$275,986.22	\$6,405,516.74
2038	\$10,850,502.11	\$11,142,894.07	\$109,587.28	\$68,189.12	\$11,320,650.45	-\$470,148.34	\$5,935,368.39
2039	\$11,178,017.17	\$11,700,038.78	\$104,434.76	\$68,189.12	\$11,872,662.66	-\$696,645.49	\$5,238,722.91
2040	\$11,511,297.69	\$12,051,039.94	\$91,589.04	\$68,189.12	\$12,210,818.10	-\$699,520.41	\$4,539,202.50
2041	\$11,856,636.62	\$12,412,571.14	\$81,276.12	\$68,189.12	\$12,582,038.38	-\$705,401.76	\$3,833,800.74
2042	\$12,212,335.72	\$12,784,948.27	\$76,611.40	\$68,189.12	\$12,929,748.79	-\$717,413.08	\$3,116,387.66
2043	\$12,578,705.79	\$13,168,496.72	\$76,611.40	\$68,189.12	\$13,313,297.24	-\$734,591.45	\$2,381,796.21
2044	\$12,958,066.98	\$13,563,551.62	\$76,641.40	\$68,189.12	\$13,708,382.14	-\$752,315.18	\$1,629,481.02
2045	\$13,344,748.97	\$13,970,458.17		\$68,189.12	\$14,038,647.29	-\$693,898.32	\$935,582.70
2046	\$13,745,091.44	\$14,389,571.92			\$14,389,571.92	-\$644,480.48	\$291,102.23
2047	\$14,157,444.18	\$14,821,259.07			\$14,821,259.07	-\$663,814.89	-\$372,712.66
2048							-\$372,712.66
2049							-\$372,712.66
2050							-\$372,712.66
2051							-\$372,712.66
2052							-\$372,712.66
2053							-\$372,712.66
2054							-\$372,712.66
2055							-\$372,712.66
2056							-\$372,712.66
2057							-\$372,712.66
2058							-\$372,712.66
2059							-\$372,712.66
2060							-\$372,712.66
2061							-\$372,712.66

Preparer Signature: \_\_\_\_\_

*Chyler R. D'Amico*

Date: July 20, 2022

Authorized Representative Signature: \_\_\_\_\_

Date: 8-23

NOTES:





EPA Project Control Number \_\_\_\_\_

United States Environmental Protection Agency  
Washington, DC 20460

**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Casey R. Kozlowski, President, Ashabula County Board of Commissioners

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

8-1-23

Date

I am unable to certify to the above statements. My explanation is attached.

EPA Form 5700-49 (11-88)



**Division of Environmental & Financial Assistance**

50 West Town Street, Suite 700, Columbus, Ohio 43215

Ph: (614) 644-2798 Fx: (614) 644-3687

[www.epa.ohio.gov/defa](http://www.epa.ohio.gov/defa)

**OHIO WATER SUPPLY REVOLVING LOAN ACCOUNT  
COMPLIANCE CERTIFICATION**

BORROWER Ashtabula County

PROJECT NAME Water Storage Tank Improvements

I certify that I am the duly authorized representative of the above-named legal entity (Borrower) and that the Borrower agrees to comply with all Federal and State laws, executive orders, regulations, policies and conditions relating to WSRLA assistance. I also certify that the Borrower:

1. Has the legal, institutional, managerial and financial capability to ensure adequate construction, operation, maintenance and replacement of the project facilities.
2. Will, if the project includes a new wastewater collection system, require all planned users to connect to the said system no later than one-year after the initiation of operation of the project facilities.
3. Does assure that the mitigative measures stated in the environmental assessment and detailed plans and specifications will be implemented in the construction of the project facilities.
4. Has not and will not violate any Federal, State or local law pertaining to fraud, bribery, graft, collusion or other unlawful or corrupt practices.
5. Will, during the construction of the project facilities, comply with the provisions of:
  - a. Federal Executive Order 11246 relating to Equal Employment Opportunity.
  - b. Federal Executive Orders 12432 relating to the use of Women's and Minority Business Enterprises.
  - c. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition and Policies Act of 1970 (P.L. 91-646).
  - d. Federal Executive Order 11988 relating to evaluation of potential effects of any actions in a floodplain and Federal Executive Order 11990 relating to minimizing harm to wetlands.
  - e. The National Historic Preservation Act of 1966 (P.L. 89-665 as amended.)
  - f. State Executive Order 90-68 relating to construction impacts on wetland areas.
  - g. The Federal Davis-Bacon Act as codified at 40 U.S.C. 276a-276a-5 unless waived in writing by the State.
6. Will, when disbursements exceed \$500,000 in any year under this agreement, comply with:
  - a. The Single Audit Act of 1984, (SAA), as amended by the Single Audit Act of 1996. The Borrower will also have an audit of its use of Federal Financial Assistance, keep a copy of the SAA for review for the life of the loan.
7. Will comply with Subpart C of 2 CFR Part 180 and will ensure the same compliance from any and all contractors and subcontractors.
8. Will not retain the services of, solicit offers or bids from, or award contracts to any contractor or subcontractor who is presently debarred, suspended or proposed for debarment.
9. Will take steps to ensure that all contractors and subcontractors are not listed on the System for Award Management (SAM) exclusion list, and will have any and all proposed contractors and subcontractors certify they are not presently debarred, suspended, or otherwise excluded.

I certify that I have read and understand these requirements and agree that WSRLA assistance is conditional upon the above-named Borrower maintaining compliance with these requirements. I understand that a false statement on this certificate may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. Sec. 1001, a false statement may result in a fine of up to \$10,000.00 or imprisonment for 5 years, or both.

Signature of Authorized Official

Date

8-1-23

17.0 Application Check List

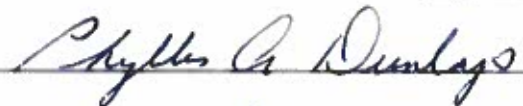
- Facilities Plan
- A copy of Legislation authorizing current rates/tap in fees
- A copy of Legislation authorizing the borrower to enter into a Loan Agreement with Ohio EPA & OWDA (Example: see ATTACHMENT A)
- Planning & Design Loan Only: Draft or Executed Copy of Engineering Agreement
- Construction Loan Only: Engineer's Estimate for project costs. Bid tabs are required to be submitted prior to project approval.  
Detailed estimate for Equipment and Force Account  
Draft or Executed Copy of the Engineering Agreement if engineering costs are included in the loan.
- If the borrower is using special assessments to cover any portion of the Ohio EPA loan payments, attach a certified statement from a Solicitor/Law Director stating the status of the assessment proceedings, resolutions or ordinances, and notices.
- Site Title Opinion Letter signed by Solicitor/Law Director (Example: see ATTACHMENT B)  
▪ **Note:** If the site title opinion letter is not able to be sent with the loan application, it can be sent at a later date. However, this opinion MUST be submitted with the bid package for review.
- Intermunicipal Service Agreement (if applicable)
- Documentation of outstanding debt for planning and/or design costs, to be included in the Ohio EPA loan (if applicable)

**\*\*\*ITEMS LISTED BELOW ARE NOT NEEDED WITH THE LOAN APPLICATION.\*\*\*  
These are required after the Borrower has reviewed and SIGNED the Ohio EPA Loan Agreement and Exhibits.**

- General Certificate (Example: see ATTACHMENT C)
- Legal procedural letter signed by the Solicitor/Law Director (Example: see ATTACHMENT D)

18.0 Preparer Information

This Application Submitted by (Name & Title): Phyllis A. Dunlap, Funding Specialist, CT Consultants, Inc.

Signature: 

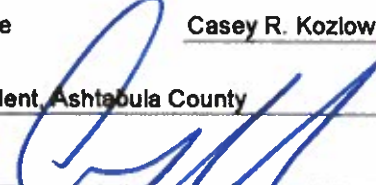
Date: July 20, 2023 Telephone Number: 440-487-7794 (cell)

19.0 Authorized Representative Approval

To the best of my knowledge and belief, the information contained in this application is true and correct. The application has been duly authorized by the governing body of the applicant and the applicant will maintain compliance with all the laws, rules, executive orders and policies pertaining to the Ohio EPA - Water Pollution Control Loan Fund (WPCLF) or the Water Supply Revolving Loan Account (WSRLA) programs.

Authorized Representative Casey R. Kozlowski

Title Board President, Ashtabula County

Signature:  Date: Aug 1, 2023

**FISCAL OFFICER'S CERTIFICATE**

**5705.41 O.R.C.**

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the 2023, under the Agreement, has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of the following funds:

6002.001.155-901/602.001.155-910

Not to exceed: \$943,163.00

for year 2023 and free from any previous encumbrances.

Agreement Title: WSRLA for the Water Storage Tank Improvement Project



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**David Thomas, Ashtabula  
County Auditor**

Contact: Lisa Hawkins, Clerk

Date: July 28, 2023

GENERAL CERTIFICATE  
TO BE DELIVERED TO  
OHIO ENVIRONMENTAL PROTECTION AGENCY  
AND OHIO WATER DEVELOPMENT AUTHORITY


The undersigned, being the Clerk of the County of Ashtabula, Ohio (the "Local Government"), hereby certifies that:

- I. At the times of the enactment of the Loan Legislation (as defined below) and the execution of the **Water Supply Revolving Loan Account (WSRLA) Agreement** (as defined below), the following were the incumbents of the listed offices:

	<u>Title</u>	<u>Name</u>
Chief Executive Officer:	President	Casey Kozłowski
Chief Fiscal Officer:	<u>County Auditor</u>	David Thomas
Chief Legal Officer:	County Prosecutor	Colleen O'Toole
Officer Responsible for Records:	<u>Clerk of the Board</u>	Lisa Hawkins _____

Legislators: Ashtabula County Commissioners, Casey Kozłowski, Kathryn Whittington, J. P. Ducro IV

- II. The regular meetings of Ashtabula County Board of Commissioners (the "Legislative Body") of the Borrower are held on Tuesdays of each week. [If applicable, add the following: The Loan Legislation (as defined below) was approved at a special meeting of the Legislative Body held on August 1, 2023.]
- III. Attached hereto is (a) a true and exact copy of Resolution No. <sup>2023-398</sup> [ ] (the "Loan Legislation"), approved by the Legislative Body on [insert date of enactment of Loan Legislation], authorizing the Borrower to enter into a **Water Supply Revolving Loan Account (WSRLA) Agreement** with the Ohio Environmental Protection Agency and the Ohio Water Development Authority in the form attached to the Legislation as Exhibit A (the "**Water Supply Revolving Loan Account (WSRLA)**") , including a description of the Project Facilities being financed under the **Water Supply Revolving Loan Account (WSRLA) Agreement** , and (b) a copy of the **Water Supply Revolving Loan Account (WSRLA) Agreement** executed by the official or officials of the Local Government authorized by the Loan Legislation to execute the **Water Supply Revolving Loan Account (WSRLA) Agreement** on behalf of the Local Government. The undersigned hereby certifies that the Legislation remains in full force and effect and has not been repealed, rescinded, amended or modified.
- IV. Attached hereto is a true and exact copy of Resolution No. 2023-170SEWA (the "Rate Legislation"), approved by the Legislative Body on March 14, 2023, authorizing the current rates or tap-in fees of the utility of the Local Government to which the **Water Supply Revolving Loan Account (WSRLA) Agreement** relates, and of any special assessment legislation related to any special assessments of the Local Government referred to in the **Water Supply Revolving Loan Account (WSRLA) Agreement** .
- V. All meetings of the Legislative Body and of its committees and any other public bodies, at which the formal actions referred to in Sections III or IV above were taken, or at which deliberations that resulted in such formal actions were held, were open meetings, and such formal actions were taken and any such deliberations took place while such meetings were open to the public, in compliance with all legal requirements including (if applicable) Section 121.22, Revised Code. Notice and notification of the aforementioned meetings were given Section 121.22, in compliance with all legal requirements including (if applicable) Section 121.22, Revised Code and the rules of the Legislative Body.

  
\_\_\_\_\_  
Lisa Hawkins, Clerk of the Board

8/1/23  
\_\_\_\_\_  
(Date)

**FISCAL OFFICER'S CERTIFICATE**

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the 2023, under the Agreement, has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of the following funds:

6002.001.155-901/602.001.155-910

Not to exceed: \$943,163.00

for year 2023 and free from any previous encumbrances.

Agreement Title: WSRLA for the Water Storage Tank Improvement Project



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**David Thomas, Ashtabula  
County Auditor**

Contact: Lisa Hawkins, Clerk

Date: July 28, 2023

Date \_\_\_\_\_

Division of Environmental and Financial Assistance  
Ohio Environmental Protection Agency  
P. O. Box 1049  
Columbus, Ohio 43216-1049

and

Ohio Water Development Authority  
480 South High Street  
Columbus, Ohio 43215-3516

Executive Director:

The undersigned is the duly appointed and serving Ashtabula County Prosecutor and as such has examined the documents, or copies thereof certified to his/her satisfaction, referred to in the following paragraphs. As said Ashtabula County Prosecutor, the undersigned advises you that:

Resolution No. 2023-398 passed/adopted on August 1, 2023 by the Ashtabula County Board of Commissioners (the "Borrower") authorizing the execution and delivery of the Water Pollution Control Loan Fund (WPCLF) or Water Supply Revolving Loan Account (WSRLA) was duly and lawfully passed by the Legislative Authority on said date, is in full force and effect and has not been withdrawn or repealed as of this date.

1. All formal actions of the Borrower concerning or relating to the enactment of the legislation described in paragraph 1 were taken in an open meeting of the Borrower and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including section 121.22 of the Ohio Revised Code.
2. The Water Pollution Control Loan Fund (WPCLF) or Water Supply Revolving Loan Account (WSRLA) has been duly executed and delivered and constitutes a valid, legal and binding obligation of the Legislative Authority enforceable in accordance with its terms, subject to the provisions of federal bankruptcy laws and other laws affecting creditor's rights.

Very truly yours,

  
\_\_\_\_\_  
Colleen M. O'Toole  
Ashtabula County Prosecutor

**Signature Page**

Agreement Title: **Water Storage Tank Improvement**

Approved as to Legal Form Only:

(Revolving Loan Account Agreement)

By:  \_\_\_\_\_  
Colleen M. O'Toole,  
Ashtabula County Prosecutor

Contact: Lisa Hawkins, Clerk

Dated: \_\_\_\_\_, 2023

Water Supply Revolving Loan Account Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the "Effective Date."

APPROVED AS TO FORM

By \_\_\_\_\_  
Ohio EPA Counsel

Print Name \_\_\_\_\_

OHIO ENVIRONMENTAL PROTECTION AGENCY

By \_\_\_\_\_  
Anne M. Vogel, Director

Date \_\_\_\_\_

APPROVED AS TO FORM

By \_\_\_\_\_  
General Counsel

Print Name \_\_\_\_\_

OHIO WATER DEVELOPMENT AUTHORITY<sup>2</sup>

By \_\_\_\_\_  
Ken J. Heigel, Executive Director

Date \_\_\_\_\_

APPROVED AS TO FORM

By  \_\_\_\_\_  
Borrower's Counsel

Print Name \_\_\_\_\_

BORROWER

By  \_\_\_\_\_  
Authorized Representative

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

<sup>2</sup> If the execution of this Agreement on behalf of the OWDA is not required for the reason stated in note 1 on page 1 hereof, then "N/A" shall be inserted on the signature lines for the OWDA and its General Counsel.