

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 CONSTRUCTION OF LENOX NEW LYME WATERLINE EXTENSION; AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN:

WHEREAS, the County of Ashtabula seeks to extend the water infrastructure from Lenox New Lyme watermain to Goodale; and

WHEREAS, the County of Ashtabula intends to apply for Water Supply Revolving Loan Account (WSRLA) for the construction of the waterline replacement; 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, Ashtabula County Commissioner 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. That 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 for an estimated loan amount of \$176,349.00.

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. 2023-424

August 15, 2023

RESOLUTION AUTHORIZING ASHTABLUA 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 CONSTRUCTION OF LENOX NEW LYME WATERLINE EXTENSION; AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN

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

VOTE:

**Casey R. Kozlowski
Kathryn L. Whittington
J.P. Ducro IV**

**Aye
Aye
Aye**

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.



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: August, 2023

3.0 Project Name and Description

Project Name: Lenox New Lyme Waterline Extension

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

This project involves the extension of water infrastructure 10,350 l.f. from the Lenox New Lyme watermain to Goodale. The project includes installation of a water booster station with fire protection and 7 hydrants. This project will eliminate a dead-end and improve service pressures to customers including providing water service to the DFC Mobile Home Park.

** 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: \$176,349.00 This field autofills from Tab 4
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.
Estimated Loan Award Date: 10/1/2023

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: 1/1/2025
Construction Loan Minimum 5-year term. Maximum 30-year term. Requested Term: Years First Payment Date:
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	440-969-4926
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	Georgia Conway	Title	Consulting Engineer
Firm	CT Consultants, Inc.		
Address	8150 Sterling Court		
City	Mentor	State, Zip	44060
Telephone	440-951-9000 ext. 304	Cell	
Email	gconway@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)** _____ submitted
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)** _____ 8/18/2023
3. **Sign loan documents and return to DEFA (no later than 15 days prior to task 4)** _____ 8/29/2023
4. **We request a Design Loan by (1st of Month in which Loan is Awarded)** _____ 10/1/2023
5. **Project Completion Date (The date funded design will be completed and submitted to Ohio EPA)** _____ 6/1/2024
6. **Initial Payment due to Ohio EPA program (January 1 or July 1 - within one year after Project Completion)** _____ 1/1/2025

CONSTRUCTION SCHEDULE

1. **Submit approvable Facilities Planning information, including complete I/I Analysis (generally 200 days prior to task 9)** _____
2. **Submit complete Permit-to-Install application (if applicable), including application, review fee, detail plans, contract documents, and specifications (170 days prior to task 9)** _____
3. **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. (150 days prior to task 9)** _____
4. **Submit Site Title Opinion Letter signed by Solicitor/Law Director (no later than 60 days prior to task 9) (Example: see ATTACHMENT B)** _____
5. **Advertise for construction bids (no later than 60 days prior to task 9)** _____
6. **Open construction bids (no later than 30 days prior to task 9) Be sure to allow for a minimum of 60 days to award contracts** _____
7. **Submit bid Information to DEFA (no later than 21 days prior to task 9)** _____
8. **Sign loan documents and return to DEFA (no later than 7 days prior to task 9)** _____
9. **We request a Construction Loan by (1st of Month in which Loan is Awarded)** _____
10. **Estimated Initiation of Operation date (The date funded facilities will be in full operation as planned and designed)** _____
11. **Estimated Initial payment due to the Ohio EPA loan program (January 1 or July 1 - within one year after the Initiation of Operation)** _____

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	
TOTAL	\$4,937,943.04	6,029		

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	
TOTAL	\$6,583,448.89	6,029		

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
Revenue	\$4,986,788.90	\$4,681,657.04	\$4,937,943.04
Expenditures			
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:			
Total Expenditures	\$4,217,821.99	\$4,484,676.75	\$4,530,797.21
Surplus or Loss	\$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
TOTAL	\$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:

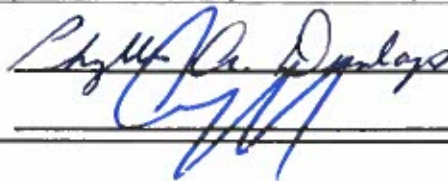
Years	Enter Year	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!
\$ in 000's	435	695,698	925	925	625	100	100	100	100	100

Borrower: Ashtabula County

Project Name: Lenox New Lyme Waterline Extension

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 6. The first year of O, M & R and debt service will autofill from Section 11.0 on Tab 6.				***Indicate previous year carryover surplus in the yellow Cumulative Surplus box***			\$4,449,875.82
2021	\$4,937,943.04	\$3,224,176.29	\$1,305,948.25		\$4,530,122.54	\$407,820.50	\$4,857,696.32
2022	\$4,958,483.26	\$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	\$1,300,220.67		\$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	\$6,583,448.89	\$4,850,442.90	\$1,351,670.28	\$35,269.80	\$6,247,382.98	\$336,065.91	\$6,176,630.93
2026	\$6,912,821.33	\$5,238,478.33	\$1,272,196.16	\$35,269.80	\$6,545,944.29	\$368,677.05	\$6,543,307.97
2027	\$7,258,262.40	\$5,657,556.60	\$1,262,807.62	\$35,269.80	\$6,955,633.92	\$302,618.49	\$6,845,926.46
2028	\$7,621,165.02	\$6,110,161.12	\$1,260,766.22	\$35,269.80	\$7,406,197.14	\$214,967.88	\$7,060,894.34
2029	\$8,002,223.27	\$6,598,974.01	\$1,241,615.37	\$35,269.80	\$7,875,859.18	\$126,364.09	\$7,187,258.43
2030	\$8,402,334.44	\$7,126,891.93	\$1,239,732.92		\$8,366,624.85	\$35,709.58	\$7,222,968.01
2031	\$8,822,451.16	\$7,625,774.37	\$1,241,604.26		\$8,867,378.63	-\$44,927.47	\$7,178,040.53
2032	\$9,087,124.69	\$8,159,578.58	\$934,358.80		\$9,093,937.38	-\$6,812.68	\$7,171,227.85
2033	\$9,359,738.43	\$8,730,749.08	\$936,883.71		\$9,667,632.79	-\$307,894.35	\$6,863,333.50
2034	\$9,640,530.59	\$9,167,286.53	\$177,985.10		\$9,345,271.63	\$295,258.96	\$7,158,592.45
2035	\$9,929,746.50	\$9,625,650.86	\$129,985.10		\$9,755,635.96	\$174,110.55	\$7,332,703.00
2036	\$10,227,838.90	\$10,106,933.40	\$129,985.10		\$10,236,918.50	-\$9,279.60	\$7,323,423.40
2037	\$10,534,468.07	\$10,612,280.07	\$129,985.10		\$10,742,265.17	-\$207,797.10	\$7,115,626.30
2038	\$10,850,502.11	\$11,142,894.07	\$109,567.26		\$11,252,461.33	-\$401,959.22	\$6,713,667.07
2039	\$11,176,017.17	\$11,700,038.78	\$104,434.76		\$11,804,473.54	-\$628,456.37	\$6,085,210.71
2040	\$11,511,297.69	\$12,051,039.94	\$91,589.04		\$12,142,628.98	-\$831,331.29	\$5,453,879.42
2041	\$11,856,636.62	\$12,412,571.14	\$81,278.12		\$12,493,849.26	-\$637,212.64	\$4,816,666.78
2042	\$12,212,335.72	\$12,784,948.27	\$76,611.40		\$12,861,559.67	-\$649,223.96	\$4,167,442.82
2043	\$12,578,705.79	\$13,168,496.72	\$76,611.40		\$13,245,108.12	-\$666,402.33	\$3,501,040.49
2044	\$12,956,066.96	\$13,563,551.62	\$76,641.40		\$13,640,193.02	-\$684,126.06	\$2,816,914.42
2045	\$13,344,748.97	\$13,970,458.17			\$13,970,458.17	-\$625,709.20	\$2,191,205.22
2046	\$13,745,091.44	\$14,389,571.92			\$14,389,571.92	-\$644,480.48	\$1,546,724.75
2047	\$14,157,444.18	\$14,821,259.07			\$14,821,259.07	-\$663,814.89	\$882,909.86
2048							\$882,909.86
2049							\$882,909.86
2050							\$882,909.86
2051							\$882,909.86
2052							\$882,909.86
2053							\$882,909.86
2054							\$882,909.86
2055							\$882,909.86
2056							\$882,909.86
2057							\$882,909.86
2058							\$882,909.86
2059							\$882,909.86
2060							\$882,909.86
2061							\$882,909.86

Preparer Signature: _____



Date: 8/10/2023

Authorized Representative Signature: _____

Date: 8-15-23

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

8-15-23

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

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

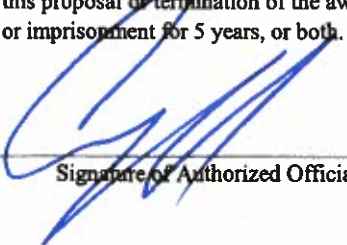
BORROWER Ashtabula County

PROJECT NAME Lenox New Lyme Waterline Extension

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

8-15-23

Date

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: August 10, 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: August 15, 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 year 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 and free from any previous encumbrances to the credit of:

6002.001.155-901 / 6002.001.155-910; not to exceed \$0.00.

Agreement Title: RESOLUTION AUTHORIZING ASHTABLUA 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 CONSTRUCTION OF LENOX NEW LYME WATERLINE EXTENSION; AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN



**David Thomas, Ashtabula County
Auditor**

Date: August 13, 2023

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

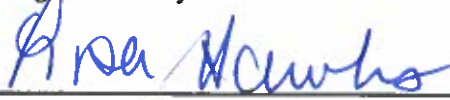
The undersigned, being the Clerk of the County of Ashtabula, Ohio (the "Local Government"), hereby certifies that:

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

Legislators: Ashtabula County Commissioners, Casey Kozlowski, 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. The Loan Legislation (as defined below) was approved at a meeting of the Legislative Body held on August 15, 2023.
- III. Attached hereto is (a) a true and exact copy of Resolution No. 2023-424 (the "Loan Legislation"), approved by the Legislative Body on August 15, 2023, 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
8/15/2023

(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 year 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 and free from any previous encumbrances to the credit of:

6002.001.155-901 / 6002.001.155-910; not to exceed \$0.00.

Agreement Title: RESOLUTION AUTHORIZING ASHTABLUA 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 CONSTRUCTION OF LENOX NEW LYME WATERLINE EXTENSION; AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN



**David Thomas, Ashtabula County
Auditor**

Date: August 13, 2023

2023-424
8-15-23

Water Supply Revolving Loan Account

Exhibit 1

Project Name: Lenox New Lyme Waterline Extension
Borrower: Ashtabula County
Address: 25 West Jefferson Street, 2nd Floor, Old Courthouse
City & State: Jefferson, OH

Loan Number: FS390004-0035

Zip Code: 44047

Borrower's Authorized Representative: Casey R Kozlowski

Phone: (440) 576-3757

Project Description

This project involves the design for the extension of 10,350 linear feet of water infrastructure from the existing water main on Goodale Road down Lenox New Lyme Road to the DFC Mobile Home Park.

Cost Data

Activities	Eligible	Local Funds	Total Project Cost
Other Costs			
Design	\$174,000.00		\$174,000.00
Subtotal	\$174,000.00		\$174,000.00
Application Fee	\$0.00	\$609.00	\$609.00
Total Estimated Cost	\$174,000.00	\$609.00	\$174,609.00

WSRLA Loan Information

Interest Rate:	0.0%		Principal Amount:	\$0.00
Term in Years:	5.0		Interest:	\$0.00
Number of Payments:	10		Total Cost of Borrowing:	\$0.00
Participation Rate:	0.1		Payment:	\$0.00
Principal Forgiveness Amount	\$174,000.00			

Project Schedule

Application Date:	08/15/2023		Project Completion:	07/01/2024
Resolution Date:	08/15/2023		Date of Initial Payment:	07/01/2025

Pledged Revenues

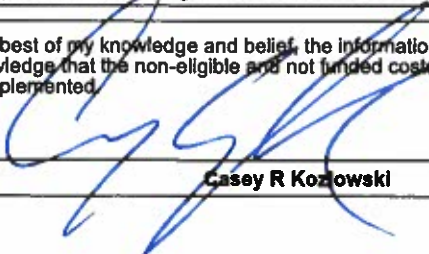
Section 1452(f)(1)(C) of the Safe Drinking Water Act requires one or more dedicated sources of revenue for repayment of the loan. The following information specifies those sources

Revenue Source	
Special Assessments	
General Taxes	
Water Service Charge	\$0.00
Other:	
Total	\$0.00

Special Terms and Conditions

The Application Fee totaling \$609.00 will be billed to Ashtabula County once the Loan Agreement is executed rather than included in the loan.

To the best of my knowledge and belief, the information contained on this exhibit represents the actual project costs being requested from the WSRLA. I hereby acknowledge that the non-eligible and not funded costs identified above, if any, will be provided from sources other than the WSRLA as to allow the project to be fully implemented.



 Casey R Kozlowski

9/28/23

 Date

WATER SUPPLY REVOLVING LOAN ACCOUNT LOAN AGREEMENT

This Agreement is made and entered into as of the "Effective Date" by and among the Director of Environmental Protection ("the Director" as hereinafter more fully defined), as the Director of the Environmental Protection Agency of the State of Ohio, an agency duly created and existing under the laws of the state of Ohio, the Ohio Water Development Authority¹, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Revised Code of Ohio ("the OWDA"), and, together with the Director, (sometimes collectively known as the "State"), and the governmental body specified as the "Borrower" on Exhibit 1, a governmental body organized and existing under the laws of the State of Ohio and hereinafter more fully defined, acting pursuant to an ordinance or resolution passed by the legislative authority thereof on the date specified on Exhibit 1 as the "Resolution Date";

WITNESSETH:

WHEREAS, Section 1452 (42 U.S.C. 300j-12) of the Safe Drinking Water Act, as amended ("the SDWA"), authorizes the Administrator of the United States Environmental Protection Agency to make capitalization grants to states to establish a state drinking water revolving loan fund; and,

WHEREAS, Pursuant to the SDWA, states can provide loans and other types of financial assistance from a drinking water revolving loan fund for Project Activities relating to public water systems as defined in the SDWA; and,

WHEREAS, The Ohio General Assembly has created a Water Supply Revolving Loan Account (the "WSRLA") pursuant to Ohio Revised Code Section 6109.22 to provide loans and other types of financial assistance as set forth in said Section; and,

WHEREAS, To assist the Director in providing loans and other types of financial assistance from the WSRLA, and to assist in the administration and operation of the WSRLA as authorized by Ohio Revised Code Section 6109.22, the Director has entered into an Interagency Agreement with the OWDA, dated July 30, 1998 and has annually entered into a renewal of that Agreement; and,

WHEREAS, The Borrower is desirous of obtaining financing for necessary Project Activities using funds from the WSRLA; and,

WHEREAS, The State is willing to provide financing to the Borrower, and the Director has determined that the Borrower has complied with the requirements of Ohio Revised Code Section 6109.22, and is otherwise eligible for financial assistance under the SDWA and said Section;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto do hereby agree as follows:

¹ The approval and execution of this Agreement by the OWDA is required only if this Agreement provides for a loan and if the payments of the principal or interest on the loan are or are expected to be pledged to secure payment of bonds issued or expected to be issued by the OWDA.

ARTICLE I - DEFINITIONS

Section 1.1. Except where the context clearly indicates otherwise, the following terms as used in this Agreement shall have the meaning ascribed to them in this Article:

(a) "Approved Application" means the application submitted to the Director dated as shown on Exhibit 1 as the "Application Date," together with all attachments, supporting documentation, amendments and supplements thereto as approved by the State, together with any amendments thereto approved by the Borrower and the State after the date of this Agreement.

(b) "Approved Repayment Plan" means the document prepared by the Borrower and approved by the State showing the distribution of Eligible Project Costs from a Dedicated Repayment Source, how the Eligible Project Costs will be collected, and identification of the legal document authorizing the dedicated source of repayment. The Approved Repayment Plan is included in Exhibit 1, fully incorporated herein and made a part hereof.

(c) "Borrower" means any entity eligible to receive assistance under Section 1452 of the SDWA and Ohio Revised Code Section 6109.22.

(d) "Capitalized Interest Rate" means the effective rate of interest at which interest accrues on amounts disbursed under this Agreement from the date of such disbursement.

(e) "Contract Interest Rate" means the rate shown on Exhibit 1 as "Interest Rate".

(f) "Contract Period of Years" means the period commencing with the Effective Date of this Agreement and ending on the earlier of (i) at the end of the number of years as defined under "Term in Years" as noted on Exhibit 1 or, (ii) the date on which the Borrower obtains long-term financing for any project resulting from the Project Activities financed with the proceeds of the loan provided for herein.

(g) "Director" means the Director of Environmental Protection of the State of Ohio, including the Director's representative(s), if any, designated in accordance with the effective Interagency Agreement.

(h) "Effective Date" means the most recent date of signature of this Agreement by the authorized representative of each of the parties, as indicated herein.

(i) "Eligible Project Costs" shall include, whether incurred before or after the date of this Agreement, costs disbursed out of funds from the WSRLA, a description, estimated total, and distribution of which, subject to paragraph 3.1. hereof, is shown on Exhibit 1. Revision to this Exhibit can only occur with the agreement of the State and Borrower.

(j) "General Plan" means all materials developed by the Borrower and the Director, including the Director's approval and any applicable conditions, pertaining to the Borrower's application in satisfaction of Ohio Revised Code Section 6109.22, SDWA Section 1452 (42 U.S.C. 300j-12), or any regulations thereunder.

(k) "Loan Payment Amount" means the semi-annual payment amount as shown on Exhibit 1.

(l) "OEPA Application Fee" means a charge levied and paid by the Borrower at the time of the execution of this Agreement to partially offset administrative costs of the Ohio Environmental Protection

Water Supply Revolving Loan Account Agreement

Agency occasioned by the Agreement. The fee is equal to one percent (1.00%) of the estimated Eligible Project Costs.

(m) "OWDA Application Fee" means a charge levied and paid by the Borrower at the time of the execution of this Agreement to partially offset administrative costs of the OWDA occasioned by the Agreement. The fee is equal to thirty-five hundredths of one percent (.35%) of the estimated Eligible Project Costs.

(n) "Pledged Revenues" means the one or more dedicated sources of revenue for payment of the Semi-Annual Payment, all as described in Exhibit 1, which shall include, unless otherwise indicated on Exhibit 1, Water Service Charges and other revenues derived by the Borrower from the ownership and operation of its water system (including, without limitation, any Special Assessment Funds), net of the costs of operating and maintaining the system and paying all amounts required to be paid under any Mortgage, Indenture of Mortgage, Trust Agreement or other instrument heretofore or hereafter entered into by Borrower to secure debt obligations heretofore or hereafter issued or incurred by the Borrower for the system. These Pledged Revenues shall constitute a Dedicated Repayment Source.

(o) "Project Activities" means the product to be completed under the terms of the Agreement, including but not limited to production of a General Plan, detailed design drawings, construction specifications, or purchase of equipment, as described in the Project Scope on Exhibit 1.

(p) "Project Schedule" means the schedule of tasks necessary to fulfill the Project Scope, shown as "Project Dates" on Exhibit 1.

(q) "Project Scope" means the tasks necessary to complete the Project Activities, as detailed on Exhibit 1 and any attachments as identified thereto.

(r) "Special Assessment Funds" means the proceeds from the special assessments to be hereafter levied, if any, by the Borrower to pay all or a portion of the cost of the Project Activities, including repayment of the loan provided for herein.

(s) "Water Supply Service Charges" mean any charges against the user payable to the Borrower for the transmission, or treatment and transmission, of drinking water and for the provision of the facilities therefor.

ARTICLE II - COMPLETION OF PROJECT ACTIVITIES AND PAYMENT OF COSTS THEREOF

Section 2.1. In connection with the project activities, the Borrower agrees that:

(a) It will proceed expeditiously with, and complete, the Project Activities in accordance with the specific terms and conditions of: the approved Project Scope and the approved Project Schedule, or amendments thereto as approved by the Director. The Borrower accepts such performance as an essential element of this Agreement.

(b) The Project Activities, including the letting of contracts in connection therewith, will conform to applicable requirements of Federal, State and local laws, ordinances, rules and regulations and will be performed in compliance with all applicable federal, state and local environmental laws and regulations.

Water Supply Revolving Loan Account Agreement

(c) All contractors' estimate forms will be prepared so that documents furnished to the Borrower may be readily itemized by the Borrower and identified, if necessary, as to Eligible Project Costs and non-Eligible Project Costs.

(d) The Borrower will not submit requests for disbursement of non-Eligible Project Costs. If, based on a payment request submitted by the Borrower, the State disburses funds from the WSRLA which are subsequently determined to be for non-Eligible Project Costs, the State will be under no obligation to provide WSRLA funding beyond the Eligible Project Costs as shown on Exhibit 1 and as may be defined in any attachments thereto.

(e) The Borrower will comply with all certifications and assurances as agreed to in the Application Compliance Certification, signed and dated by the Authorized Representative of the Borrower.

(f) The Borrower shall be precluded from submitting to the OWDA payment requests for Eligible Costs unless the Borrower is in full compliance with the certifications and assurances made in the above referenced Application Compliance Certification.

(g) In any year in which disbursements to the Borrower under this Agreement exceed \$750,000 the Borrower shall comply with the Single Audit Act (SAA) Amendments of 1996, 31 U.S.C.A. § 7501 and have an audit of its use of Federal financial assistance (see 2 CFR Part 200). The Borrower agrees to keep a copy of the SAA audit available for review, if requested, by the State for the life of the loan period.

Section 2.2. The Borrower shall keep accurate records of the Eligible Project Costs. These records must be kept in accordance with Generally Accepted Government Accounting Standards (GAGAS). The Borrower shall permit the State, acting by or through its designated representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of said audit and examination, which may include examination for compliance with this Agreement, the SDWA, and Ohio Revised Code Section 6109.22, and the Borrower shall submit to the State such documents and information as they may require in connection therewith.

Section 2.3. Subject to the terms and conditions of this Agreement, and the approval of the Director, and upon compliance by the Borrower with all the requirements of the WSRLA, Ohio Revised Code Section 6109.22, and the SDWA, which must be met before the Borrower may receive disbursement of Eligible Project Costs from the OWDA, the Eligible Project Costs shall be disbursed by the OWDA. In the event this Agreement is terminated by the State pursuant to the provisions of this Agreement, or by subsequent agreement of the parties, or in the event this Agreement is terminated by the Borrower, whether or not in breach of the Agreement, the Eligible Project Costs disbursed shall be due and payable in full no later than thirty (30) calendar days after said termination.

Section 2.4. Upon being satisfied that the requirements of this Agreement have been met, the OWDA shall deliver to the Borrower a certificate, signed by the trustee for the WSRLA (hereinafter referred to as the "Trustee", which has entered into a Trust Agreement with the Director and the OWDA to provide for the administration of the WSRLA), certifying that monies in the amount necessary to pay all Eligible Project Costs are available or are within the present WSRLA federal letter of credit ceiling and have been set aside by the Trustee to pay such Eligible Project Costs. When such Eligible Project Costs have been incurred and payment requested from the OWDA by the Borrower, subject to the terms and provisions of this Agreement and the Interagency Agreement, and in accordance with the requirements above, the OWDA shall cause the

Water Supply Revolving Loan Account Agreement

trustee to disburse monies of the WSRLA in payment of the invoices, demands for payment, or other evidence of cost incurrence to be made to the persons or entities entitled to payment in conformity with the encumbrance of funds set forth in such certificate to pay such obligated Eligible Project Costs. The Borrower represents and agrees that it will not seek or obtain alternative funding for the Eligible Project Costs or the Project Site and the Project Facilities without prior written consent of the State.

Section 2.5. Upon completion of the Project Activities, the Borrower shall submit a full and complete written accounting to the State of the final Eligible Project Costs.

ARTICLE III - PAYMENTS BY THE BORROWER

Section 3.1. Subject to the further provisions hereinafter set forth, the Borrower agrees to and shall pay at the time of the execution of this Agreement the OEPA Application Fee and the OWDA Application Fee, and thereafter, semi-annually on January 1, and July 1 of each year of the Contract Period of Years to the WSRLA, the Loan Payment Amount, solely from the revenues of the Borrower's Water Supply Service Charges, if available, or if unavailable, from other sources, in accordance with the Approved Repayment Plan.

The obligations of the Borrower under this Agreement to pay the Loan Payment Amount set forth shall not be assignable in accordance with this Agreement, and the Borrower shall not be discharged therefrom, without the prior written consent of the State. In the event that the Project Activities shall cease or be suspended for any reason, unless otherwise agreed to in writing by the State, the Borrower shall continue to comply with this Agreement to pay the Loan Payment Amount pursuant to this Section. In the event the Borrower defaults in the payment of the Loan Payment Amount, the amount of such default shall bear interest at a rate equal to three percent (3%) above the Contract Interest Rate from the date of the default until the date of the payment thereof. All costs incurred by the State in curing such default including, but not limited to, court costs and attorney's fees shall be paid by the Borrower upon demand, and shall not be eligible for inclusion in a WSRLA Agreement.

In the event that the Borrower fails to make a full semi-annual Loan Payment Amount as provided herein, the amount of any such partial payment first shall be applied as interest on the loan, with the remainder being applied toward the payment on outstanding principal. Any failure of the Borrower to make a full semi-annual Loan Payment Amount shall be considered a default, and the requirements of the preceding paragraph shall apply concerning the interest on the amount of the default and the costs of the State in curing such default.

With respect to this Agreement, neither the general resources nor the general credit of the Borrower, but only the Pledged Revenues, shall be required to be used, or pledged for the performance of any duty under this Agreement. This Agreement is a special obligation of the Borrower and does not represent or constitute a debt or a pledge of the faith and credit of the Borrower. However, if otherwise lawful, nothing herein shall be deemed to prohibit the Borrower from using, of its own volition, any of its general resources for the fulfillment of any of the terms and conditions of this Agreement.

Section 3.2. The Borrower hereby agrees that: (a) it will at all times prescribe and charge such rates as shall result in revenues at least adequate, to provide for the payments required by Section 3.1. hereof minus the amount of such payment provided from other Dedicated Repayment Sources, if any; (b) that the Borrower will, for the Contract Period of Years, furnish annually to the State reports of the operation and income from the Project Activities and also an annual report of the accounts and operations of the Project

Activities and will permit the designated representative of the State to inspect all records, accounts and data relating to the Project Activities at all reasonable times; and (c) that the Borrower will segregate the revenues, funds and properties of the Project Activities from all other funds and properties of the Borrower.

Section 3.3. It is agreed that, no later than the fifteenth day of June, and the fifteenth day of December, the OWDA shall invoice the Borrower for the sum owing by the Borrower pursuant to Section 3.1. and that payment of each such invoice shall be made by the Borrower to the OWDA not later than the first day of the following July or January respectively. Failure to receive the invoice shall not release the Borrower from the obligation to pay the sum owing by the Borrower in accordance with the Loan Payment Schedule in Exhibit 1.

Section 3.4. The Borrower hereby agrees that all of the obligations under this Article are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the Borrower within the meaning of Ohio Revised Code Section 2731.01.

Section 3.5. The Borrower agrees to provide financing for all non-Eligible Project Costs. To demonstrate its ability to fulfill that commitment, the Borrower has provided evidence that financing is readily available for all non-Eligible Project Costs which will be or may be incurred by the Borrower in connection with the Project Activities.

Section 3.6. The Borrower Agrees that, in the event the Borrower or its contractors receives WSRLA moneys in excess of the Eligible Project Costs, the Borrower shall repay said excess moneys, in addition to the Loan Payment Amount, to the WSRLA at the time of the first semi-annual payment of the Loan Payment Amount, or as mutually agreed to by the Borrower and the State.

Section 3.7. Notwithstanding anything contained herein to the contrary, should the Borrower obtain long-term financing for any project resulting from the project activities undertaken in this Agreement within the Contract Period of Years, the Borrower agrees to repay to the WSRLA all remaining Eligible Project Costs plus the interest accrued at the Contract Interest Rate on each disbursement. This repayment shall take place within thirty (30) days of obtaining the long-term financing.

ARTICLE IV - GENERAL REPRESENTATIONS AND AGREEMENTS; EVENTS OF DEFAULT AND REMEDIES

Section 4.1. The Borrower hereby represents and warrants that:

(a) It is and shall remain in compliance, and shall take whatever actions are necessary to assure compliance during the Contract Period of Years, with all applicable federal, state, and local laws, ordinances, rules, regulations, conditions, and provisions of this Agreement, including without limitation the SDWA and Ohio Revised Code Section 6109, subject to its rights to contest in good faith the issue of non-compliance; and

(b) It shall demonstrate the technical, managerial, and financial capability of the system to comply with the requirements of Section 6109.24 of the Ohio Revised Code, and the rules promulgated thereunder, by implementing an asset management program which complies with ORC Section 6109.24, and the rules promulgated thereunder; and

Water Supply Revolving Loan Account Agreement

(c) There is no litigation or administrative action or proceeding pending or, to the best of its knowledge, threatened against the Borrower, wherein a result adverse to the Borrower could reasonably be expected to have a materially adverse effect on the ability of the Borrower to meet its obligations under this Agreement; and

(d) Except as heretofore disclosed in writing to the State, no judgment or consent order has been rendered against the Borrower, and the Borrower is not a party to any agreement, which imposes, will impose, or has imposed any fines or monetary penalties upon the Borrower for the violation of any federal, state, or local law, ordinance, or regulation which fines or monetary penalties have not heretofore been paid in full.

Section 4.2. Each of the following shall be an event of default ("Event of Default") under this Agreement:

(a) The Borrower shall fail to make any Loan Payment Amount to the OWDA required pursuant to this Agreement when the same is due and payable, including, without limitation, any amount due and payable pursuant to Article III hereof.

(b) The Borrower shall fail to observe and perform any obligations, agreements, or provisions of this Agreement, which failure shall continue for thirty (30) days after receipt of written notice thereof from the Director or OWDA.

(c) Any representations made by the Borrower in Section 4.1. or 5.1. shall at any time during the Contract Period of Years prove to be false.

Section 4.3. The Director may terminate, suspend, or require immediate repayment of financial assistance from the Borrower in the event of a default due to failure to make any required Loan Payment Amount, or due to any violation of the terms or conditions of this Agreement. The Director may also prescribe corrective action, or direct that corrective action be undertaken, to remedy the event or violation, and the Borrower agrees to perform such corrective action.

Section 4.4. Whenever an Event of Default of payment shall have occurred and be continuing, in addition to any other rights or remedies provided herein, by law or otherwise, the State may to the extent permitted under any judgment, consent order, or agreement affecting the Borrower, require the Borrower to agree to, and the Borrower hereby agrees to, effect the subordination of the payment of any fine or penalties imposed for the violation of any federal, state, or local environmental law or regulation to the payment of the Eligible Project Costs and the interest due thereon.

Section 4.5. No right or remedy conferred upon the State or the Director under Sections 4.3. or 4.4. hereof is intended to be exclusive of any other right or remedy given herein, by law, or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law, or otherwise.

Section 4.6. The Borrower releases the State from, agrees that the State shall not be liable for, and agrees, to the fullest extent permitted by law, to hold the State, its officers, employees and agents harmless against any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the Project Activities, or the use thereof; provided that such indemnity under this Section shall not be effective for damages that result from

negligent or intentional acts of the State, its officers, employees and agents. The Borrower further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the State, its officers, employees and agents against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the Borrower in the performance of any covenant or agreement on the part of the Borrower to be performed pursuant to the terms of this Agreement, arising from the acquisition, construction, installation, or improvement of the Project Activities or arising from any act or negligence of or failure to act by the Borrower, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation resulting from the Project Activities, (other than any accident, injury, or damage that results from negligent or intentional acts of the State, its officers, employees and agents) and from and against all cost, liability and expenses incurred in or in connection with any such claim or action, arbitration or proceeding brought thereon.

In case any action or proceeding be brought against the State by reason of any claim described in this Section, the State agrees to cause written notice of such action or proceeding to be given to the Borrower, and the Borrower upon notice from the State covenants to resist or defend such action or proceedings at the Borrower's expense including all legal and other expenses (including reasonable attorney's fees).

ARTICLE V - PRIVATE BUSINESS USE RESTRICTIONS

Section 5.1. With respect to the financing of Project Activities by the WSRLA as provided herein, the Borrower agrees as follows:

(a) At no time will ten percent (10%) or more of any of the Project Activities to be financed with WSRLA funds under this Agreement be used for any private business use (as hereinafter defined) while at the same time the payment of the principal of, or the interest on, the WSRLA funds is directly or indirectly (i) secured by any interest in (A) property used or to be used for a private business use or (B) payments made with respect to such property or (ii) derived from (A) payments with respect to such property (whether or not made to the WSRLA) or (B) borrowed money used or to be used for private business use.

(b) No portion of the WSRLA funds will be used to make or finance loans to persons other than other governmental units.

Section 5.2. For purposes of this Agreement, "private business use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit (as hereinafter defined). Use of any of the Project Activities by a member of the general public will not be considered a private business use. Any activity carried on by a person other than a natural person shall be treated as a trade or business. Use by an organization which qualifies under 26 U.S.C.A. Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time, shall be considered a private business use.

Section 5.3. For purposes of this Agreement, "governmental unit" means a political subdivision within the United States, including any political subdivision within the State of Ohio, but does not mean the United States or any of its governmental branches, departments, or agencies.

Section 5.4. If there is any question about the application of the foregoing restrictions relating to private business use or loans, the Borrower agrees to immediately write the OWDA requesting assistance prior to entering into any agreement which may be prohibited as provided herein above.

ARTICLE VI - MISCELLANEOUS PROVISIONS

Section 6.1. Any invoice, accounting, demand, or other communication under this Agreement by any party to this Agreement to any other party shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) In the case of the OWDA, is addressed to or delivered personally to the OWDA at:
Ohio Water Development Authority
Suite 1300
480 South High Street
Columbus, Ohio 43215
Attn: Executive Director

and,

- (b) In the case of the Director, is addressed to or delivered personally to the Director at:
Ohio Environmental Protection Agency
Lazarus Government Center
50 West Town Street, Suite 700
P.O. Box 1049
Columbus, Ohio 43216-1049
Attn: Chief, Division of Environmental and Financial Assistance

and,

(c) In the case of the Borrower, is addressed to or delivered personally to the Borrower at the address listed on Exhibit 1, or at such other addresses with respect to any such party as that party may from time to time, designate in writing and forward to the other parties as provided in this Section.

Section 6.2. Any approval of the State required by this Agreement shall not be unreasonably withheld. Any provision of the Agreement requiring the approval of the State or the satisfaction or evidence of satisfaction of the State shall be interpreted as requiring a response by the Director and the OWDA granting, authorizing, or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 6.3. Upon request of the OWDA, the Borrower agrees to execute the information report required by 26 U.S.C.A. Section 149 of the Internal Revenue Code of 1986, as it may be amended from time to time, with respect to this Agreement, such form to be completed by the OWDA on the basis of information provided by the Borrower. The Borrower hereby agrees that the OWDA may file such information report for and on behalf of the Borrower with the Internal Revenue Service.

Section 6.4. This Agreement is made subject to, and conditional upon, the approval of this Agreement as to form by the General Counsel of the OWDA and Counsel to the Director and upon the certification of availability of funds as provided in Section 2.4. hereof.

Section 6.5. This Agreement shall become effective as of the "Effective Date" and shall continue in full force and effect until the final day of the Contract Period of Years.

Water Supply Revolving Loan Account Agreement

Section 6.6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to any person, office, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of any of the parties hereto. This Agreement shall not be assigned by the Borrower without the prior written consent of the State. The State, at its option, may assign this Agreement without the consent of the Borrower.

Section 6.7. As its record of this Agreement, the Borrower agrees to receive an electronic copy pursuant to Ohio Revised Code 1306.06(C).

The remainder of this page is intentionally left blank.

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 AUTHORITY²

By _____
Ken J. Heigel, Executive Director

Date _____

APPROVED AS TO FORM

By _____
Borrower's Counsel

Print Name Colleen Mary O'Toole

BORROWER

By _____
Authorized Representative

Print Name Casey Kozlowski

Title President

Date 10/12/2023

² 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.

Water Supply Revolving Loan Account

Exhibit

Project Name: Lenox New Lyme Waterline Extension

Borrower: Ashtabula County

Loan Number: FS390004-0035

Address: 25 West Jefferson Street, 2nd Floor, Old Courthouse

City & State: Jefferson, OH

Zip Code: 44047

Borrower's Authorized Representative: Casey R Kozlowski

Phone: (440) 576-3757

Project Description

This project involves the design for the extension of 10,350 linear feet of water infrastructure from the existing water main on Goodale Road down Lenox New Lyme Road to the DFC Mobile Home Park.

Cost Data

Activities	Eligible	Local Funds	Total Project Cost
Other Costs			
Design	\$174,000.00		\$174,000.
Subtotal	\$174,000.00		\$174,000.
Application Fee	\$0.00	\$609.00	\$609.
Total Estimated Cost	\$174,000.00	\$609.00	\$174,609.

WSRLA Loan Information

Interest Rate:	0.0%	Principal Amount:	\$0.00
Term in Years:	5.0	Interest:	\$0.00
Number of Payments:	10	Total Cost of Borrowing:	\$0.00
Participation Rate:	0.1	Payment:	\$0.00
Principal Forgiveness Amount	\$174,000.00		

Project Schedule

Application Date:	08/15/2023	Project Completion:	07/01/2023
Resolution Date:	08/15/2023	Date of Initial Payment:	07/01/2023

Pledged Revenues

Section 1452(f)(1)(C) of the Safe Drinking Water Act requires one or more dedicated sources of revenue for repayment of the loan. The following information specifies those sources

Revenue Source	
Special Assessments	
General Taxes	
Water Service Charge	\$0.00
Other:	
Total	\$0.00

Special Terms and Conditions

The Application Fee totaling \$609.00 will be billed to Ashtabula County once the Loan Agreement is executed rather than included in the loan.

To the best of my knowledge and belief, the information contained on this exhibit represents the actual project costs being requested from the WSRLA. I hereby acknowledge that the non-eligible and not funded costs identified above, if any, will be provided from sources other than the WSRLA as to allow the project to be fully implemented.


Casey R Kozlowski

10/12/2023
Date