

REQUESTED BY:  
LARSON

LAW DEPARTMENT  
DRAFT NO. 0056

TITLE

A RESOLUTION FOR THE PURPOSE OF AUTHORIZING THE MAYOR AND THE DIRECTOR OF PUBLIC SERVICE AND SAFETY ON BEHALF OF THE CITY OF WARREN, OHIO TO ENTER INTO A SPONSORSHIP AGREEMENT(S) FOR THE PURPOSE OF IMPLEMENTING THE FOLLOWING WATER RESOURCE RESTORATION SPONSOR PROGRAM (WRRSP) PROJECT: TREMPER MOUND/SCIOTO RIVER FOR THE PURPOSE OF OBTAINING A REDUCTION OF UP TO 0.1% INTEREST IN THE WATER POLLUTION CONTROL LOAN FUND (WPCLF) LOAN FOR THE WASTE WATER TREATMENT PLANT AND PUMP STATIONS PHASE I CONSTRUCTION PROJECT AND DECLARING AN EMERGENCY.

RESOLUTION NO. 4668/2020

WHEREAS, the City of Warren, Ohio Water Pollution Control Department seeks to construct the Wastewater Treatment Plant and Pump Stations Refurbishment Project Phase I; and

WHEREAS, the City of Warren, Ohio intends to apply for a Water Pollution Control Loan Fund (WPCLF) funding for the construction of said improvement of the Wastewater Treatment Plant and Pump Stations; and

WHEREAS, the City of Warren, Ohio recognizes the importance of and supports the conservation and enhancement of natural resources such as the Tremper Mound/Scioto River Project; and

WHEREAS, the Highlands Nature Sanctuary has proposed acquiring and protecting 618 acres of habitat within the lower Scioto River watershed through the Tremper Mound/Scioto River Project for a sponsorship amount not to exceed \$2,300,000.00.

WHEREAS, The City of Warren intends to participate in the Water Resource Restoration Sponsor Program (WRRSP) in association with the Water Pollution Control Loan Fund (WPCLF) to assist the Highland Nature Sanctuary in the acquisition and protection of the Tremper Mound/Scioto River Project up to the aforementioned sponsorship amount for the benefit of obtaining up to a 0.1% reduction in the loan interest for the City of Warren project; NOW THEREFORE

BE IT ORDAINED by the Council of the City of Warren, State of Ohio:

Section 1: That this Council and the Administration of the City of Warren, Ohio approves the participation in the Water Resource Restoration Sponsor Program in association with the Water Pollution Control Loan Fund (WPCLF), and hereby is, authorized to enter into a Sponsorship Agreement(s) for the purpose of implementing the Water Resource Restoration Sponsor Program (WRRSP) Project: Tremper Mound/Scioto River Project for the purpose of obtaining a reduction of up to a 0.1% reduction in the loan interest of the Water Pollution Control Loan Fund (WPCLF) for the construction of Phase I to the City of Warren, Ohio Waste Water Treatment Plant and Pump Stations in the City of Warren, Ohio on behalf of the City of Warren, Ohio.

Section 2: That this Resolution is hereby declared to be an emergency measure necessary for the preservation of public peace, health, welfare and safety, and for the further reason that the City of Warren, Ohio may comply with funding and requirement deadlines established by the Ohio Environmental Protection Agency (OEPA). WHEREFORE, this Resolution shall go into immediate effect.

Passed in Council this 9<sup>TH</sup> day of September, 2020.

SIGNED: John R. B. ATTEST: Brenda Smith  
President of Council Clerk

FILED WITH THE MAYOR: 9-10-2020

DATE APPROVED: 9-10-2020

William D. Smith  
MAYOR, CITY OF WARREN, OHIO

**OHIO WATER POLLUTION CONTROL LOAN FUND  
WATER RESOURCE RESTORATION SPONSOR PROGRAM  
SPONSORSHIP AGREEMENT**

by and between  
the Highlands Nature Sanctuary and the City of Warren, Ohio  
for the  
Tremper Mound/Scioto River PROJECT WR39-2010-0001

WHEREAS, the State of Ohio has created the Water Pollution Control Loan Fund ("WPCLF") pursuant to O.R.C. 6111.036 to provide financial assistance for water resource protection and improvement actions; and

WHEREAS, the Ohio Environmental Protection Agency ("Ohio EPA") has created the Water Resource Restoration Sponsor Program ("WRRSP") within the WPCLF for the effective perpetual protection and maintenance of Ohio's high quality aquatic ecosystem resources; and

WHEREAS, an applicant applying to the WPCLF for financing of a water quality improvement project may also sponsor a qualifying WRRSP project to be undertaken by itself, or by an entity with the ability to implement the WRRSP project; and

WHEREAS, the City of Warren has applied for funding from the WPCLF for project number CS39-0955-0028 and has also requested to sponsor the Tremper Mound/Scioto River WRRSP project WR39-2010-0001 as part of that WPCLF loan; and

WHEREAS, the City of Warren has agreed to undertake the implementation of the WRRSP Project which is further described in the Ohio EPA-approved final Restoration and Protection Plan ("Plan"); and

WHEREAS, the Sponsor and the Implementer have the common purpose of completing the WRRSP Project in accordance with the Plan to protect and improve water resources within the State of Ohio; and

WHEREAS, the Implementer will be a party to the environmental covenant ("Covenant") to be developed under O.R.C. Sections 5301.80 – 5301.92 to document the activity and use limitations imposed upon the property associated with the WRRSP Project as a condition of WPCLF assistance.

THEREFORE, the Sponsor and the Implementer agree to be bound by the terms and conditions of this WRRSP Sponsorship Agreement.

**SECTION I. GENERAL PROVISIONS**

A. Pursuant to the intent of the WRRSP, the Sponsor and the Implementer agree that the essence of this agreement is for the parties to carry out their respective responsibilities in perpetuity for the planning, implementation, management,

preservation, and maintenance of the WRRSP Project and its associated water resources in accordance with the Plan and the Covenant.

B. The parties acknowledge that a failure to implement the terms of this Agreement, the Plan, or the Covenant may be determined by the Ohio EPA to be an instance of default by the Sponsor on its WPCLF Loan Agreement. The Sponsor and the Implementer further acknowledge that remedies provided under the WPCLF Loan Agreement may be invoked by the Ohio EPA against the Sponsor for unresolved instances of default. The Implementer acknowledges that the Ohio EPA shall seek to resolve any failure to conform to the provisions of the Covenant or failure to implement the Plan first by seeking remedy directly from the Implementer before taking action against the Sponsor.

C. The parties acknowledge that, if the Ohio EPA determines that the Implementer has failed to conform to the provisions of the Covenant or to implement the Plan it may declare such failure an event of default and shall provide the Implementer and Sponsor with written notice of such event of default. If the Implementer fails to cure such default in a timely manner, the Sponsor shall have the right to take all steps necessary to cure the default in order to avoid the Ohio EPA's invoking remedies against the Sponsor for unresolved instances of default under the WPCLF Loan Agreement.

## **SECTION II. WRRSP PAYMENT REQUESTS AND DISBURSEMENTS**

All requests for disbursement of funds for eligible expenses to implement the WRRSP Project shall be submitted on the Water Pollution Control Loan Fund WRRSP Disbursement Request form provided by the Ohio EPA. The Implementer and the Sponsor agree to review all disbursement requests to ensure that they are appropriate expenses within the scope of the WRRSP Project.

Disbursement requests shall first be reviewed and approved by the Implementer, which shall then submit them to the Sponsor. The Sponsor shall review and approve the disbursement requests and submit them to the Ohio EPA, Division of Environmental and Financial Assistance, with a completed copy of the accompanying disbursement request form. The Ohio EPA will review and approve disbursement requests for eligibility and reasonableness, based on conformance with the items identified in Exhibit 1A of the WPCLF Loan Agreement between the Sponsor and the Ohio EPA, which is attached to and made part of this Agreement as Exhibit 1A. Upon Ohio EPA's approval of the disbursement requests, the Ohio Water Development Authority is authorized to disburse funds directly to the Implementer or an escrow agent designated by the Sponsor.

**SECTION III.           WRRSP PROJECT SCHEDULE**

The Implementer agrees that it shall not begin implementation of the WRRSP Project prior to the completion of all necessary approvals by the Ohio EPA and the execution of the WPCLF Loan Agreement by all parties, or alternatively, prior to the receipt of approval from the Ohio EPA to do so. All actions to implement the WRRSP Project that are called for under the loan agreement or in the Plan shall be completed by the Performance Certification Date identified on Exhibit 1 of the Sponsor's WPCLF Loan Agreement.

**SECTION IV.           OBLIGATION TO PROTECT AND MAINTAIN THE WRRSP PROJECT**

The Sponsor and Implementer recognize the value of the area associated with the WRRSP Project as an aquatic ecosystem resource, as well as its value as a scenic, natural, and aesthetic resource. Upon completion, the WRRSP Project will contribute to the physical, biological, and chemical integrity of the water quality of the Scioto River watershed. These and other conservation values associated with the WRRSP Project have been documented in the Plan as approved by the Ohio EPA, and included in the Covenant.

The parties agree that the Plan and the Covenant constitute the basis for subsequent actions by the Implementer under this Agreement, and are incorporated herein by reference. Without limitation, the Plan is intended to serve as an objective information baseline for monitoring perpetual conformance with the Covenant. The Sponsor and the Implementer agree that the perpetual protection and maintenance of the WRRSP Project shall be carried out in accordance with the responsibilities identified in the Plan and the Covenant.

**SECTION V.           INDEPENDENCE OF PARTIES**

The Sponsor and the Implementer are independent parties and neither of the parties shall be considered an agent for the other party.

**SECTION VI.           TERMINATION**

A.     The Sponsor and the Implementer shall work together under this Agreement to complete the WRRSP Project in accordance with the Plan. However, the Sponsor and the Implementer specifically retain the right to terminate this Agreement for any reason with written notice to the other party not less than five (5) days prior to the date that the Sponsor enters into the WPCLF Loan Agreement.

B.     If the Ohio EPA does not award WPCLF assistance for the WRRSP Project, either the Sponsor or the Implementer may terminate this Agreement.

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Sponsorship Agreement between the City of Warren, Ohio and the Highlands Nature Sanctuary  
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**SECTION VII.        DEFAULT**

In the event of default by any party under this Agreement, the non-defaulting party will have all remedies available to it at law or in equity, including right of termination, injunctive relief and the right to specific performance. No party shall be deemed to be in default of this Agreement unless and until the other party has provided written notice to the defaulting party specifying the default and (a) in the case of a monetary default, the defaulting party fails to cure the default within fifteen (15) days of notice, or (b) in the case of any other type of default, the defaulting party fails to cure the default within thirty (30) days of notice, or fails to commence and diligently prosecute such cure to completion if such cure cannot, with reasonable diligence, be completed with such thirty-day (30) period.

**SECTION VIII.      NOTICE**

Any document or communication required by this Agreement shall be submitted to:

Sponsor  
Eddie L. Colbert, Director of Public Safety and Service  
391 Mahoning Ave. NW  
Warren, Ohio 44483-4634

Implementer  
Nancy Stranahan, Director of The Highlands Nature Sanctuary, Inc.  
6636 State Route 753  
Hillsboro, OH 45133

Ohio EPA  
Chief  
Ohio EPA DEFA  
P.O. Box 1049  
Columbus, Ohio 43216-1049

**SECTION IX.        COMPLIANCE WITH LAWS**

In performing their obligations hereunder, the parties hereto will comply with all applicable federal, state, and municipal laws.

**IT IS SO AGREED:**

**(Remainder of page intentionally blank.)**

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**The City of Warren, Ohio (Sponsor)**

By: \_\_\_\_\_

Name: Eddie L. Colbert

Title: Director of Public Safety & Services

Date: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_

**The Highlands Nature Sanctuary (Implementer)**

By: \_\_\_\_\_

Name: Nancy Stranahan

Title: Director

Date: \_\_\_\_\_

Approved as to Form

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