In the matter of:
Mayor Dean DePiero and Council
City of Parma
6611 Ridge Road
Parma, Ohio 44129

Director's Modified Final Findings and Orders

PREAMBLE

It is agreed by the parties hereto as follows:

I. JURISDICTION

These Director's Modified Final Findings and Orders (Modified Orders) are issued to the City of Parma (Respondent) pursuant to the authority vested in the Director of the Ohio Environmental Protection Agency (Ohio EPA) under Ohio Revised Code (ORC) §§ 6111.03 and 3745.01.

II. PARTIES BOUND

These Modified Orders shall apply to and be binding upon Respondent and successors in interest liable under Ohio law.

III. DEFINITIONS

Unless otherwise stated, all terms used in these Orders shall have the same meaning as defined in ORC Chapter 6111 and the rules promulgated thereunder.

IV. FINDINGS

The Director of Ohio EPA has determined the following findings:

1. On March 26, 2002, the Director issued Final Findings and Orders (2002 Orders) to Respondent, City of Parma, located in Cuyahoga County, Ohio. A copy of the March 26, 2002 Orders are attached hereto and incorporated by reference as if fully rewritten herein.

2. The 2002 Orders were initiated by the filing of a verified complaint by Parma Land Development Company LLC (PLD) regarding allegations of unlawful discharges from septic systems of forty-one residences into West Creek in the vicinity of PLD's property on Broadview Road.

I certify this to be a true and accurate copy of the official document as filed in the records of the Ohio Environmental Protection Agency.

By: [Signature] Date: 9/26/05
3. The forty-one residences cited in the verified complaint are located on four streets in the City of Parma: Thorncliffe Blvd, Sagamore Road, Maple Drive and Broadview Road.

4. Ohio EPA took water quality samples of West Creek in the vicinity of PLD’s property.

5. On the basis of Ohio EPA’s sampling and other information, Ohio EPA found in the 2002 Orders that “It is necessary for the protection of the health and welfare of the public that Respondent abate the sewage disposal problems and unsanitary conditions resulting from the discharges of raw or partially treated sewage in the aforementioned area.”

6. Within twelve (12) months of the effective date of the 2002 Orders (i.e. March 26, 2003), the Director ordered Respondent to submit to Ohio EPA for review and acceptance “a general plan . . . describing the alternatives for the abatement of pollution resulting from the discharging of septic tanks in the West Creek watershed” (General Plan).

7. The Director further ordered Respondent to implement its General Plan by specified dates to eliminate unpermitted discharges within forty-eight (48) months of the effective date of the 2002 Orders (i.e. March 26, 2006).

8. Respondent submitted a General Plan on March 10, 2003, which was deficient and unacceptable to Ohio EPA. Respondent has subsequently, on March 25, 2003, April 27, 2003, July 1, 2003, and July 14, 2004, revised the General Plan and has identified 13 different projects for the purpose of eliminating septic system discharges. The last revision to the General Plan is being reviewed by Ohio EPA for acceptance.

9. Respondent has applied for and been awarded public funds by the Ohio Public Works Commission pursuant to ORC § 164 (Issue II Funds) to assist in the construction of 10 of the 13 projects. With regard to the remaining three projects, Respondent has been placed on the 2005 contingent list for Issue II Funds and intends to apply again during the next funding cycle if they are unsuccessful in receiving such funds.

10. Regulations governing the use of Issue II funds require the recipient to complete construction within 18 months of the award of funds, based on the Project Schedule set forth in Appendix A to the July 1, 2004 Ohio Public Works Project Agreement, a copy of which is attached and incorporated by reference as if fully rewritten herein.

11. The Director and Respondent wish to clarify the 2002 Orders and establish in these Modified Orders a revised schedule for completion of a General Plan for the abatement of pollution resulting from the discharging of septic tanks in the entirety of West Creek watershed.
12. The Director has given consideration to, and based his determination on, evidence relating to the technical feasibility and economic reasonableness of complying with these Orders and to evidence relating to conditions calculated to result from and its relation to the benefits to the people of the State to be derived from such compliance in accomplishing the purposes of ORC Chapter 6111.

V. ORDERS

Order No. 2 of the 2002 Orders is hereby modified as follows:

1. For each of the projects identified in its General Plan, as accepted by Ohio EPA, Respondent shall be responsible for submitting applications for and obtaining Permits to install and completing construction in compliance with the deadlines for maintaining Issue II funding or as specified below. Respondent shall undertake the each of the projects identified in the General Plan in three Tiers as follows:

   a. Respondent shall complete construction of the Tier 1 Project (Project 7, installation of sewers on Thorncliffe Boulevard, Maple Street, Sagamore Road and Broadview Road) and eliminate the unpermitted discharges in these project areas before December 31, 2005.

   b. Respondent shall complete construction of the Tier 2 Projects (Projects 1-6, 8-10) and eliminate the unpermitted discharges in these project areas before September 1, 2006.

   c. On or before December 31, 2005, Respondent shall test and/or have updated any on-site disposal systems, which are located on large lots that meet the Cuyahoga County Board of Health standards and for which it is impractical to extend the sanitary sewers to, and eliminate the unpermitted discharges from these on-site disposal systems such that these systems may remain in service.

   d. Respondent shall undertake Tier 3 Projects (Projects 11 – 13) beginning no later than July 1, 2006. Respondent shall complete these projects and eliminate the unpermitted discharges in these project areas by December 31, 2007.

VI. TERMINATION

Respondent's obligations under these Modified Orders shall terminate when Respondent certifies in writing and demonstrates to the satisfaction of Ohio EPA the Respondent has performed all obligations under these Modified Orders and the Chief of Ohio EPA's Division of Surface Water acknowledges, in writing, the termination of these Modified Orders. If Ohio EPA does not agree that all obligations have been performed, then Ohio EPA will notify Respondent of the obligations that have not been performed,
in which case Respondent shall have an opportunity to address any such deficiencies and seek termination as described above.

The certification shall contain the following attestation: "I certify that the information contained in or accompanying this certification is true, accurate, and complete."

This certification shall be submitted by Respondent and shall be signed by a responsible official of the Respondent. A responsible official is as defined in OAC Rule 3745-33-03-03(D)(4) for a municipal, state, or other public facility.

VII. OTHER CLAIMS

Nothing in these Modified Orders shall constitute or be construed as a release from any claim, cause of action or demand in law or equity against any person, firm, partnership or corporation, not a party to these Modified Orders, for any liability arising from, or related to, Respondent's operations.

VIII. OTHER APPLICABLE CLAIMS

All actions required to be taken by pursuant to these Modified Orders shall be undertaken in accordance with the requirements of all applicable local, state and federal laws and regulations. These Modified Orders do not waive or compromise the applicability and enforcement of any statutes or regulations applicable to Respondent.

IX. MODIFICATIONS

These Modified Orders may be modified by the agreement of the parties hereto. Modifications shall be made in writing and shall be effective on the date entered in the journal of the Director of Ohio EPA.

X. NOTICE

All documents required to be submitted by Respondent pursuant to these Orders shall be addressed to:

Ohio Environmental Protection Agency
Northeast District Office
Att: DSW Enforcement Supervisor
2110 East Aurora Road
Twinsburg, Ohio 44087

or to such persons and addresses as may be hereafter specified in writing by Ohio EPA.
XI. RESERVATION OF RIGHTS

Ohio EPA reserves its rights to seek civil or administrative penalties against Respondent for violations specifically cited in these Modified Orders. Ohio EPA and Respondent each reserve all other rights, privileges and causes of action, except as specifically waived in Section XII of these Orders.

XII. WAIVER

In order to resolve disputed claims, without admission of fact, violation or liability, Respondent consents to the issuance of these Modified Orders and agrees to comply with these Modified Orders. Except for the right to seek civil or administrative penalties against Respondent for violations specifically cited in these Modified Orders, which right Ohio EPA does not waive, compliance with these Modified Orders shall be a full accord and satisfaction for Respondent’s liability for the violations specifically cited herein.

Respondent hereby waives the right to appeal the issuance, terms and conditions, and service of these Modified Orders, and Respondent hereby waives any and all rights Respondent may have to seek administrative or judicial review of these Modified Orders either in law or equity.

Notwithstanding the preceding, Ohio EPA and Respondent agree that if these Modified Orders are appealed by any other party to the Environmental Review Appeals Commission, or any court, Respondent retains the right to intervene and participate in such appeal. In such an event, Respondent shall continue to comply with these Modified Orders notwithstanding such appeal and intervention unless these Modified Orders are stayed, vacated or modified.

XIII. EFFECTIVE DATE

The effective date of these Modified Orders is the date these Modified Orders are entered into the Ohio EPA Director’s journal.

XIV. SIGNATORY AUTHORITY

Each undersigned representative of a signatory to these Modified Orders certifies that he or she is fully authorized to enter into the terms and conditions of these Modified Orders and to legally bind such signatory to this document.
IT IS SO ORDERED AND AGREED:

Ohio Environmental Protection Agency

Joseph P. Kocurk
Director

Date: 7/23/05

IT IS SO AGREED:

Respondent

By: Brian G. Higgins
Title: Service Director

Date: 7-27-05

Approved as to form:

Timothy G. Dobeck, Law Director
BEFORE THE
OHIO ENVIRONMENTAL PROTECTION AGENCY

In the matter of:
Mayor Gerald Boldt and Council
City of Parma
6611 Ridge Road
Parma, Ohio 44129

Director's Final Findings and Orders

PREAMBLE

Pursuant to Ohio Revised Code (ORC) Sections 6111.03 and 3745.01, the Director of
the Ohio Environmental Protection Agency (Ohio EPA) hereby makes the following
Findings and issues the following Orders:

PARTIES BOUND

These Orders shall apply to and be binding upon the City of Parma, hereinafter
"Respondent," its assigns and successors in interest. Respondent's obligations under
these Orders may be altered only by the written approval of the Director of Ohio EPA.

FINDINGS OF FACT

1. Respondent is the City of Parma located in Cuyahoga County, Ohio.

2. Respondent is serviced by both separate sanitary sewers and discharging
household septic tank systems.

3. Parma Land Development Company LLC, hereinafter "Complainant," is the
owner of property on Broadview Road in the City of Parma.

4. The Complainant filed a verified complaint with the Ohio EPA on August 2, 2000,
VC0008W01, alleging that the forty-one residences in adjacent subdivisions
have been unlawfully discharging the flow from their septic tank systems into
streams which flow through the Complainant's property in violation of the Clean
Water Act, and that these discharges have caused said streams to become
contaminated with refuse, waste and other hazardous substances rendering the
streams unfit for human use and/or consumption, thus degrading the property.

I certify this to be a true and accurate copy of the
official document as filed in the records of the Ohio
Environmental Protection Agency

[Signature]

3/26/02
5. The report, "Analysis of West Creek Watershed Water Quality Report", Revised March 1999, prepared by the Cuyahoga County Board of Health, documents widespread contamination and impairment of streams in the West Creek watershed from sewage from household sewage disposal systems. The report identifies 502 residences in the city of Parma and 362 residences in the City of Seven Hills which are served by home sewage disposal systems, and identified most of these systems as discharging to the West Creek Watershed.

6. The Complainant's property is located within the West Creek watershed area which includes the communities of Parma, Seven Hills, Brooklyn Heights and Independence. West Creek is part of the Cuyahoga River basin. An unnamed tributary of West Creek transverses the northern portion of Complainant's property adjacent to the subdivision with discharging septic tank systems. The Cuyahoga River, West Creek, and its tributaries are defined as waters of the state in accordance with the ORC Chapter 8111.01.

7. The forty-one residences cited in the verified complaint are located on four streets in the City of Parma; Thorncliffe Boulevard, Sagamore Road, Maple Drive and Broadview Road.

8. On August 29, 2000, the Ohio EPA Northeast District Office (NEDO) and the Cuyahoga County Board of Health (CCBH) conducted a site inspection of the area cited by the verified complaint.

9. The discharge from septic tank systems enters complainant's property from three storm sewer culverts at two locations on said property. Two of the storm sewers, north and east culvert pipes, discharge into the unnamed tributary directly behind the homes on Sagamore Road. The third storm sewer culvert discharges into a wetlands area on Complainant's property at Broadview Road.

10. Of the forty-one residences cited in the verified complaint with discharging septic tank systems affecting Complainant's property the four residences on Thorncliffe Blvd. (7328, 7334, 7338, 7344) and the nine residences on Sagamore Rd. (1324, 1300, 1274, 1250, 1225, 1301, 1275, 1251, 1224) do not discharge into the unnamed tributary on Complainant's property. However, these residences do discharge to West Creek downstream of Complainant's property.

11. In addition to the residences cited in the verified complaint which were found to be discharging to the streams crossing Complainant's property, several other residences not cited by the verified complaint were found to have discharges to the unnamed tributary on Complainant's property; two residences on Maple Dr. and residences on Broadview Rd., north of Maple Dr., discharge to the east storm sewer culvert and three residences on Broadview Rd. have discharging septic tanks systems tributary to the Broadview Rd. storm sewer culvert which discharges on Complainant's property.
12. The CCBH and Ohio EPA completed water quality monitoring on the West Creek watershed. Analytical data from the CCBH West Creek Watershed Water Quality Report, representing samples collected at the north and east storm sewer culvert pipes between July 7, 1998 and August 13, 1998, indicates fecal coliform levels exceeding water quality criteria of 5000 counts per 100 milliliters (5000/100 ml) for secondary contact and applicable to all waters of the state in accordance with Ohio Administrative Code (OAC) Rule 3745-1-04.

13. A sample was collected by the Ohio EPA on July 26, 2000, and two samples were collected on October 2, 2000 from three locations identified as PLD (Parma Land Development) #1 @ Broadview Rd., downstream from storm sewer culvert; PLD Ust @ SS, 2 meters downstream from the north and east storm sewer culvert pipes; and PLD Dst @ Mouth, from the unnamed tributary downstream of the Complainant's property just upstream of the confluence with West Creek. All samples exceeded the water quality criteria for secondary contact, 5000/100 ml, except for the samples collected at PLD Dst @ Mouth.

14. Visual and olfactory observations at the culvert outlets include sewage odors, grayish to blackish color discharge from the pipes, sludge deposits, sewage fungus and algae growth.

15. The sampling data collected by Ohio EPA and CCBH demonstrates a public health nuisance in accordance with OAC Rule 3745-1-04.

16. Discharge of pollutants to waters of the state without a National Pollutant Discharge Elimination Permit is a violation of ORC Sections 6111.04 and 6111.07.

17. Small lot sizes and poor soil conditions prohibit the abatement of these discharges through the installation of replacement home sewage treatment systems.

18. It is necessary for the protection of the health and welfare of the public that Respondent abate the sewage disposal problems and unsanitary conditions resulting from discharges of raw or partially treated sewage in the aforementioned area.

19. Compliance with the ORC Chapter 6111 is not contingent upon the availability or receipt of financial assistance.

20. The Director has given consideration to, and based his determination on, evidence relating to the technical feasibility and economic reasonableness of complying with these Orders and to evidence relating to conditions calculated to result from compliance with these Orders, and its relation to the benefits to the
people of the State to be derived from such compliance in accomplishing the purposes of ORC Chapter 6111.

ORDERS

1. Not later than twelve (12) months from the effective date of these Findings and Orders, Respondent shall submit a general plan to the Northeast District Office of the Ohio EPA for review and acceptance, describing the alternatives for the abatement of pollution resulting from the discharging septic tanks in the West Creek watershed.

2. Respondent shall implement its General Plan, as accepted by Ohio EPA, and eliminate its unpermitted discharges as expeditiously as practicable, but not later than the schedule contained in these Orders:
   a. Within eighteen (18) months from the effective date of these Orders, Respondent shall submit a complete Permit to Install (PTI) application, approvable detail plans, and an antidegradation addendum to Ohio EPA for eliminating the aforementioned unpermitted discharges.
   b. Within twenty-seven (27) months from the effective date of these Orders, Respondent shall advertise bids for construction in accordance with its approved PTI.
   c. Within thirty (30) months from the effective date of these Orders, Respondent shall start construction in accordance with its approved PTI.
   d. Within forty-eight (48) months from the effective date of these Orders, Respondent shall complete construction in accordance with its approved PTI and eliminate all unpermitted discharges.

3. Within seven (7) days of completing the requirements in Orders 2.b., 2.c., and 2.d., Respondent shall submit to Ohio EPA written notification of the completion of each Order.

4. Respondent has expressed concern that compliance with schedule contained within Order No. 2 may be delayed as a result of problems stemming from easement acquisition, contract bidding, or the tying-in by landowners to the wastewater collection system. Upon request by Respondent, the Director may, at his sole discretion, extend in the writing the time periods contained in Order No. 2.
5. Respondent shall submit all documents required by these orders to the following address:

Ohio EPA, Northeast District Office
Attn: DSW Enforcement Unit Supervisor
2110 East Aurora Road
Twinsburg, OH 44087

OTHER APPLICABLE LAWS

All actions required to be taken pursuant to these Orders shall be undertaken in accordance with the requirements of all applicable local, state, and federal laws and regulations. Nothing in these Orders shall be construed as waiving or compromising in any way the applicability and enforcement of any other statutes or regulations applicable to Respondent's operation of its Facility.

RESERVATION OF RIGHTS

These Orders do not prevent Ohio EPA from enforcing the terms of these Orders or from taking other administrative, legal or equitable action as deemed appropriate and necessary, including seeking penalties against Respondent for noncompliance with these Orders. These Orders do not prevent Ohio EPA from exercising its authority to require Respondent to perform additional activities pursuant to Chapter 6111 of the Ohio Revised Code or any other applicable law in the future. These Orders do not restrict the right of Respondent to raise any administrative, legal or equitable claim or defense for any additional activities that Ohio EPA may seek to require of Respondent. These Orders do not limit the authority of Ohio EPA to seek relief for violations not cited in these Orders.

TERMINATION

The Respondent's obligations under these Orders shall be satisfied and terminated when the Respondent demonstrates in writing and certifies to the satisfaction of the Ohio EPA that it has satisfied all its obligations under these Orders and, subsequent to the completion of the final requirement of these Orders, that it has complied with all conditions of its effective, for a period of 36 consecutive months and the Chief of Ohio EPA's Division of Surface Water acknowledges the termination of these orders in writing.
This certification shall be submitted by the Respondent to the Northeast District Office (attention: DSW Enforcement Group Leader) and shall be signed by a responsible official of the Respondent. A responsible official is as defined in OAC Rule 3745-33-03(D)(1) for a corporation, OAC Rule 3745-33-03(D)(2) for a partnership, OAC Rule 3745-33-03(D)(3) for a sole proprietorship, and OAC Rule 3745-33-03(D)(4) for a municipal, state, or other public facility. The certification shall contain the following attestation:

"I certify under the penalty of law that I have personally examined and am familiar with the information contained in or accompanying this certification, and based on inquiry of those individuals immediately responsible for obtaining the information, I believe the information contained in or accompanying this certification is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment."

WAIVER

In order to resolve disputed claims, without admission of fact, violation or liability, and in lieu of further enforcement action by Ohio EPA for only the violations specifically cited in these Orders, Respondent agrees to comply with these Orders, Respondent agrees that these Orders are lawful and reasonable, and Respondent agrees that the times provided for compliance herein are reasonable. Compliance with these Orders shall be a full accord and satisfaction of Respondent's liability for the violations specifically cited herein. Ohio EPA specifically does not waive its right to pursue actions and civil penalties as set forth in the Reservation of Rights paragraph of these Orders.

Respondent hereby waives the right to appeal the issuance, terms and service of these Orders, and it hereby waives any and all rights it might have to seek administrative or judicial review of these Orders either in law or equity.

Notwithstanding the preceding, Ohio EPA and Respondent agree that in the event that these Orders are appealed by any other party to the Environmental Review Appeals Commission, or any court, Respondent retains the right to intervene and participate in such appeal. In such an event, Respondent agrees to continue to comply with these Orders notwithstanding such appeal and intervention unless these Orders are stayed, vacated, or modified.
SIGNATORY AUTHORITY

Each undersigned representative of a signatory to these Orders certifies that he or she is fully authorized to enter into the terms and conditions of these Orders and to legally bind such signatory to this document.

IT IS SO AGREED:
Respondent

By: [Signature]
Date: 2-7-02

Title: Gary J. Beil, Service Director

IT IS SO ORDERED AND AGREED:
Ohio Environmental Protection Agency

Christopher Jones
Director
Date: 3-22-02
Pursuant to Ohio Revised Code 164.05 and Ohio Administrative Code 164-1-21, this Project Agreement is entered into this 1st day of July, 2004 by and between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (hereinafter variously referred to as the "Director" or the "OPWC"), located at 65 East State Street, Suite 312, Columbus, Ohio 43215, and The City of Parma, Cuyahoga County (hereinafter referred to as the "Recipient"), located at 6611 Ridge Road, Parma, OH 44129, in respect of the project named West Creek Watershed Sanitary Sewer Improvement, and as described in Appendix A of this Agreement, (hereinafter referred to as the "Project") to provide an amount not to exceed Eight Hundred Eight Thousand, Nine Hundred Two Dollars ($808,902) for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices attached hereto.

Subdivision Code: 035-61000

OPWC Project Control No.CA04H
State Capital Improvements Program

WHEREAS, to implement the policies set forth in Section 2m, Article VIII of the Ohio Constitution, and in Chapter 164 of the Revised Code, the General Assembly, pursuant to Revised Code Section 164.02, created the Ohio Public Works Commission (the "OPWC");

WHEREAS, pursuant to Section 164.05 of the Revised Code, the Director of the OPWC is empowered to (i) approve requests for financial assistance from District Public Works Integrating Committees (as hereinafter defined); (ii) enter into agreements with one or more Local Subdivisions to provide loans, grants, and local debt support and credit enhancements for Capital Improvement Projects; and (iii) authorize payments to Local Subdivisions or their Contractors (as hereinafter defined) for costs incurred for Capital Improvement Projects which have been approved by the Director;

WHEREAS, Sections 164.05 and 164.06 of the Revised Code permit a grant of funds, or other forms of financial assistance, for such a Capital Improvement Project to be expended or provided only after the District has submitted a request to fund the Project to the Director outlining the Recipient's planned use of the funds, and subsequent approval of the request by the Director;

WHEREAS, the Recipient desires to engage in the acquisition, construction, reconstruction, improvement, planning, or equipping of the Capital Improvement Project (the "Project") described in Appendix A of this Agreement;

WHEREAS, the Project described in Appendix A of this agreement has been duly recommended to the Director pursuant to Section 164.06 of the Revised Code by the District Public Works Integrating Committee of the Recipient;

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the undersigned agree as follows:

SECTION 1. Definitions and General Provisions. The following words and terms as hereinafter used in this Agreement shall have the following meanings unless otherwise herein provided and unless the context or use clearly indicates another or different meaning or intent.

"Act" means Section 2m of Article VIII of the Ohio Constitution, Chapter 164 of the Revised Code, enacted and amended thereunder, together with Chapter 164-1 of the Ohio Administrative Code (the "Administrative Code").

"Bond Counsel" means an attorney or firm of attorneys of nationally recognized standing on the subject of municipal bonds satisfactory to the Director.

"Business Day" means a day of the year on which banks located in Columbus, Ohio and in New York, New York are not required or authorized by law to remain closed and on which The New York Stock Exchange is not closed.

"Capital Improvement" or "Capital Improvement Project" means the acquisition, construction, reconstruction, improvement, planning and equipping of roads and bridges, waste water treatment systems, water supply systems, solid waste disposal facilities, and storm water and sanitary collection, storage and treatment facilities of Local Subdivisions, including real property, interests in real property, and facilities and equipment of Local Subdivisions related or incidental thereto.

"Chief Executive Officer" means the Chief Executive Officer of the Recipient and as designated pursuant to Section 6 hereof or his authorized designee as per written notification to the Director.

"Chief Fiscal Officer" means the Chief Fiscal Officer of the Recipient and as designated pursuant to Section 6 hereof or his authorized designee as per written notification to the Director.
shall include those succeeding to their functions, duties or responsibilities by operation of law or who are lawfully performing their functions. Any reference to a section or provision of the Constitution of the State or the Act, or to a section, provision or chapter of the Revised Code shall include such section, provision or chapter as from time to time may have been duly amended, modified, supplemented, or superseded. Words of the masculine or feminine gender shall be deemed and construed to include correlative words of the feminine, masculine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa. The terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Agreement and term "hereafter" means after, and the term "heretofore" means before the effective date of this Agreement.

SECTION 2. **OPWC Financial Assistance.** Subject to the terms and conditions contained herein, the OPWC hereby provides to the Recipient financial assistance not to exceed the amount as set forth in Appendix C of this Agreement for the sole and express purpose of paying or reimbursing the costs certified to the OPWC under this Agreement for the completion of the Project described in Appendix A of this Agreement.

SECTION 3. **Local Subdivision Contribution.** The Recipient shall, at a minimum, contribute to the Project (the "Local Subdivision Contribution") the Local Subdivision Participation Percentage as set forth in Appendix D of this Agreement. The Local Subdivision Contribution to the Project shall be for the sole and express purpose of paying or reimbursing the costs certified to the OPWC under this Agreement for the completion of the Project as defined and described in Appendix A of this Agreement.

SECTION 4. **Notice to Proceed.** Work shall not commence on this Project until the Director has issued a written Notice to Proceed to the Recipient. Such Notice will not be issued until the Director is assured that the Recipient has complied with the Recipient's responsibilities concerning OEP & plan approval, when applicable. A Notice to Proceed shall be required for all project prime contractors or direct procurements initiated by the Recipient following execution of this Agreement.

SECTION 5. **Project Schedule.** Construction must begin within 30 days of the date set forth in Appendix A, Page 2 for the start of construction, or this Agreement may become null and void, at the sole option of the Director. However, the Recipient may apply to the Director in writing for an extension of the date to initiate construction. The Recipient shall specify the reasons for the delay in the start of construction and provide the Director with a new start of construction date. The Director will review such requests for extensions and may extend the start date, providing that the Project can be completed within a reasonable time frame.

SECTION 6. **Disbursements.** All payments made by the OPWC shall be made directly to the Contractor that performed the work and originated the invoice, unless the OPWC expressly authorizes Recipient to use the reimbursement method specified in Paragraph (A)(4)(b) of Rule 164-1-22 of the Administrative Code.

(a) **Project Administration Designation.** Pursuant to Paragraph (B) of Rule 164-1-21 of the Administrative Code, the Recipient shall designate its Chief Executive Officer, Chief Fiscal Officer and Project Manager as set forth in Appendix B of this Agreement.

(b) **Disbursements to Contractors to Pay Costs of the Project.** The Recipient shall require that as work on the Project and as specified in its contract is performed a Contractor shall promptly submit a detailed project specific invoice to the Project Manager. Within three (3) Business Days following receipt of such invoice from a Contractor, the Project Manager shall review the invoice and, if found to be accurate, shall certify in writing, forwarding said certification together with a copy of the invoice to the Chief Fiscal Officer. Within five (5) Business Days following receipt of such invoice and certification from the Project Manager, the Chief Fiscal Officer shall conduct such reviews as he considers appropriate and, if he approves such invoice, shall submit to the Director a Disbursement Request together with the information and certifications required by this Section 6(b). The dollar amount set forth in the Disbursement Request shall be calculated based on the Participation Ratio as set forth originally in Appendix D of this Agreement or as may be adjusted from time to time to account for changed conditions in the project financing scheme. Within five (5) Business Days following receipt of the Disbursement Request and all required information and certifications, the Director shall, if such items are deemed by the Director to be accurate and complete, initiate a voucher in accordance with applicable State requirements for the payment of the amount
if the Recipient demonstrates to the Director's satisfaction that such funding is necessary for the completion of the Project and that the cost overrun was the result of circumstances beyond the Recipient's control, that it could not have been avoided with the exercise of due care, and that such circumstances could not have been anticipated at the time of the Recipient's initial application.

(h) Project Completion Report. By executing the Project Completion Report section provided in Appendix E, page 2 of this Agreement, the subdivision certifies that the Project is completed, and that the subdivision will submit no additional invoices. When executed, this section represents the complete understandings between the OPWC and the subdivision as to the status of the Project. No other agreements, negotiations, conversations, or any other communications of any form may be submitted as evidence of the Status of the Project. The OPWC will not accept or receive disbursement requests subsequent to the subdivision's execution of the Project Completion Report.

SECTION 7. Retainage. Except as provided in the second sentence of this Section 7, Recipient shall comply in all respects with the requirements of Sections 153.12, 153.13, 153.14, and 153.63 of the Revised Code, or other law applicable to it, including, but not limited to, the provisions thereof, to the extent applicable to Recipient, which require the holding of certain amounts from payments to be made to Contractors and the deposit of such amounts into an escrow account established pursuant to Section 153.63 of the Revised Code. Upon written notification to and approval of the Director, Recipient may use its legally applicable construction contract requirements for the project, including, but not limited to, its legally applicable requirements, if any, for the retaining of certain amounts from payments to be made to contractors in lieu of the requirements of Section 153.12, 153.13, 153.14, and 153.63 of the Revised Code. All such amounts deposited into the escrow account established pursuant to Section 153.63 of the Revised Code if applicable or as required by any other applicable law shall be paid by the Recipient from the Local Subdivision Contribution, or other local source of funds, and shall not be paid from the moneys provided to the Recipient pursuant to Section 2 hereof.

SECTION 8. Conditions to Financial Assistance and Its Disbursement. The OPWC's obligations hereunder, including its obligation to make financial assistance available to the Recipient pursuant to the terms of this Agreement, are contingent upon compliance by the Recipient with the following conditions:

(a) Recipient's acquisition and commitment of the Local Subdivision Contribution necessary for the completion of the Project, its compliance with all other provisions of this Agreement, and its compliance with the provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code. The Recipient shall set forth in Appendix D of this Agreement, a description of the manner or mechanisms of providing its local share of Project funds pursuant to division (D) of Section 164.05 of the Revised Code and Rule 164-1-21 (B)(6) of the Administrative Code.

(b) Recipient shall execute any and all other documents and certificates as deemed necessary by the Director, subject to the opinion of counsel to the Director, as well as any required by changes in State or Federal law, on the date hereof or at any time hereafter in connection with the financial assistance and disbursement of moneys pursuant to this Agreement, including any amendments to this Agreement.

SECTION 9. Representations, Warranties and Covenants of Recipient. The Recipient represents, warrants and covenants for the benefit of the OPWC as follows:

(a) Recipient is a Local Subdivision of the State with all the requisite power and authority to construct, or provide for the construction of, and operate the Project under the laws of the State and to carry on its activities as now conducted;

(b) Recipient has the power to enter into and perform its obligations under this Agreement and has been duly authorized to execute and deliver this Agreement;

(c) This Agreement is the legal, valid and binding obligation of the Recipient, subject to certain exceptions in the event of bankruptcy and the application of general principles of equity;
(2) Where the compensation of the Private Person is based in whole or in part on a percentage of gross income or other measure, all of the following conditions must be met: (A) no amount of compensation is based on a share of the net profits; (B) the compensation is reasonable; (C) the term of the contract does not exceed two (2) years; (D) the Recipient is able to cancel the contract without penalty or cause by giving the Private Person 90 days notice; (E) any automatic increase in that portion of the compensation that is a periodic, fixed fee may not exceed the percentage increases determined by an external standard set forth in the contract for computing increases; and (F) any new contract with the Private Person which is subject to subparagraph (f)(iii)(2) will be subject to the requirements of (A) through (F) of this subparagraph; and

(3) If the Recipient is subject to the subparagraphs (f)(iii)(1) or (f)(iii)(2) and it enters into contracts with Private Persons described in those subparagraphs and the Governing Body of the Recipient numbers five (5) or more members, no more than one (1) member of the Governing Body of the Recipient may be the Private Person referred to in subparagraphs (f)(iii)(1) or (f)(iii)(2), a related person (as described in Section 144(a)(3) of the Code), an employee of such Private Person, or a member of the Governing Body of such Private Person, provided such member is not the Chief Executive Officer or its equivalent of the Recipient. If the Governing Body of the Recipient numbers less than five (5) members, no member may be such Private Person or an employee of such Private Person or a member of its Governing Body.

(iv) The Recipient may depart from any of its agreements contained in subparagraphs (f)(i) through (f)(iii) if it delivers to the Director, at the Recipient's expense, an opinion of Bond Counsel that to do so would not adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes and such opinion is accepted by the Director.

(g) Use of Proceeds. With respect to the Project to be financed by moneys provided pursuant to Section 2 hereof:

(i) The total cost of the Project shall not and will not include any cost which does not constitute "Costs of Capital Improvements," as defined in the Act;

(ii) All of the Project is owned, or will be owned, by the Recipient or another Tax-Exempt organization;

(iii) The Recipient shall not use any of the moneys to pay or reimburse the Recipient for the payment of or to refinance costs incurred in connection with the acquisition, construction, improvement and equipping of property that is used or will be used for any Private Business Use; and

(iv) The Recipient may depart from any of its agreements contained in subparagraph (iii) if it delivers to the Director, at the Recipient's expense, an opinion of Bond Counsel that to do so would not adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes and such opinion is accepted by the Director.

(h) General Tax Covenant. The Recipient shall not take any action or fail to take any action which would adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes;

(i) Sufficiency of Moneys. The Recipient has sufficient moneys in addition to those provided to Recipient pursuant to Section 2 of this Agreement to fund the Project to completion;

(j) Ohio Products. The Recipient shall, to the extent practicable, use, and shall cause all of its Contractors and subcontractors to use, Ohio products, materials, services and labor in connection with the Project;

(k) Equal Employment Opportunity. Recipient shall require that all contractors and subcontractors working on the Project comply with the equal employment opportunity requirements for the utilization of minorities and females pursuant to Chapter 123 of the Administrative Code, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9;
rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the Project sufficient to impose upon the Director any of the obligations specified in Section 126.30 of the Revised Code. Provided that the Recipient is not a Local Political Subdivision (as defined in this Agreement), the Recipient shall indemnify and hold harmless the Director, OPWC, the State and their respective officers, directors, members, agents and employees from any and all liability arising out of or pursuant to this Agreement, Recipient's use or application of the funds being provided by OPWC hereunder and Recipient's construction or management of the Project.

SECTION 14. Termination. The OPWC's obligations under this Agreement shall immediately terminate upon the failure of Recipient to comply with any of the terms or conditions contained herein. Upon such termination, Recipient shall be obligated to return any moneys delivered to Recipient pursuant to the provisions of this Agreement. In the absence of any such failure, this Agreement shall terminate and the obligations of the parties hereto shall be deemed to be satisfied on the date on which all of the Infrastructure Bonds, of which the proceeds were used to pay or reimburse the costs of the Projects, have been retired.

SECTION 15. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State. In the event any disputes related to this Agreement are to be resolved in a Court of Law, said Court shall be located in the State of Ohio.

SECTION 16. Severability. If any of the provisions of this Agreement or the application thereof to any person or circumstance shall for any reason or to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of this provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

SECTION 17. Entire Agreement. This Agreement and its Appendices and Attachments attached hereto contain the entire understanding between the parties and supersedes any prior understandings, agreements, proposals and all other communications between the parties relating to the subject matter of this Agreement, whether such shall be oral or written.

SECTION 18. Captions. Captions contained in this Agreement are included only for
convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.

SECTION 19. Notices. Except as otherwise provided hereunder, any notices required hereunder shall be in writing and shall be deemed duly given when deposited in the mail, postage prepaid, return receipt requested, by the sending party to the other party at the addresses set forth below or at such other addresses as party may from time to time designate by written notice to the other party.

SECTION 20. No Waiver. If either party hereto at any time fails to require performance by the other of any provision of this Agreement, such failure shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach or default under any provision of this Agreement, be construed to be a waiver of any subsequent breach or default under that provision or any other provision of this Agreement.

SECTION 21. Acceptance by Recipient. This Agreement must be signed by the Chief Executive Officer of the Recipient and returned to, and received by, the OPWC within forty-five (45) days of the date written on the first page of this Agreement. Failure of the Recipient to return a fully executed copy of this Agreement to the OPWC within the forty-five (45) day limit described herein will result in this Agreement being declared null and void, and the OPWC funds committed herein will be returned to the District Public Works Integrating Committee for reallocation. However, upon the Recipient presenting the Director with a written explanation of the need to extend this forty-five (45) day limit, the Director, in his sole discretion, may extend the forty-five (45) day limit.

SECTION 22. Assignment. Neither this Agreement nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Project #CA04H as of the date first written above.

RECIPIENT

[Signature]

Hon. Dean DePero, Mayor

[Address]

City, State & Zip Code

Witness

GRANTOR

[Signature]

STATE OF OHIO, OHIO PUBLIC WORKS COMMISSION

By: W. Laurence Blasing, Director

Ohio Public Works Commission
65 East State Street
Suite 312
Columbus, OH 43215

Witness

Approved

FINANCE & ADMINISTRATION
APPENDIX A

PROJECT DESCRIPTION AND COMPLETION SCHEDULE

1) PROJECT DESCRIPTION / PHYSICAL SCOPE:

The Project, for which the provision of financial assistance is the subject of this Agreement, is hereby defined and described as follows:

a) PROJECT NAME: West Creek Watershed Sanitary Sewer Improvement

b) SPECIFIC LOCATION: The West Creek Watershed Area in Parma, Ohio is roughly bounded by State Road to the West and the City Limits to the North, South and East.

(Project Location Zip Code - 44129-)

c) PROJECT TYPE; MAJOR COMPONENTS: Replacement of the existing on-site failing septic systems on various streets with new sanitary sewer to reduce environmental pollution and potential health hazard. Construction of this project will be divided into ten different projects, with each project being a different group of streets in close proximity of each other.

d) PHYSICAL DIMENSIONAL CHARACTERISTICS:
Removal of 326 failing septic system
Installation of a total 21,624 lineal feet of new 8" sanitary sewer in various streets
Installation of 326 new 6" sanitary connections
Construction of a total of 84 new pre-cast sanitary manholes
Pavement and Driveway Restoration
2) **PROJECT SCHEDULE:**

The Project, for which the provision of financial assistance is the subject of this Agreement, shall be pursued and completed in accordance with the following schedule:

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>START DATE</th>
<th>COMPLETION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Final Design</td>
<td>07/15/2004</td>
<td>03/15/2005</td>
</tr>
<tr>
<td>b) Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bidding Process</td>
<td>03/20/2005</td>
<td>05/10/2005</td>
</tr>
<tr>
<td>c) Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td>05/15/2005</td>
<td>12/31/2005</td>
</tr>
</tbody>
</table>

**NOTE:** Construction and Bidding must begin within 30 days of the date(s) set forth herein for the start of bidding and start of construction, or this Agreement may become null and void, at the sole option of the Director. However, the Recipient may apply to the Director in writing for an extension of the date to initiate construction. The Recipient shall specify the reasons for the delay in the start of construction and provide the Director with a new start of construction date. The Director will review such requests for extensions and may extend the start date, providing that the Project can be completed within a reasonable time frame.

The information detailed in this Appendix A shall serve as the basis for Project monitoring purposes and for determining Project acceptance upon its completion. In the event that circumstances require a change in physical scope, such changes must be approved through the execution of a formal Amendment to this Project Agreement.
APPENDIX B

PROJECT ADMINISTRATION DESIGNATION

The Project Administration Designation required by Section 6(a) of this Agreement, and in accordance with the definitions set forth in Section 1 of this Agreement, for the sole purpose of administering the Project, as defined and described in Appendix A of this Agreement, under Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code is hereby established as follows:

The Recipient designates:

1.) Hon. Dean DePiero / Mayor to act as the Chief Executive Officer;

2.) Dennis Kish / Auditor to act as the Chief Fiscal Officer; and

3.) Paul Deichmann / City Engineer to act as the Project Manager.

NOTE: Upon any change in such a designation, the Recipient shall immediately provide written notification to the OPWC.
APPENDIX C

PROVISION OF FINANCIAL ASSISTANCE

As authorized by Section 2 of this Agreement for the sole and express purpose of financing the Project defined and described in Appendix A of this Agreement, the estimated costs of which are set forth and described in Appendix D of this Agreement, the OPWC hereby agrees to provide financial assistance, subject to the terms and conditions contained in this Agreement, from the State Capital Improvements Fund which constitutes the proceeds of the Infrastructure Bonds, in an amount not to exceed Eight Hundred Eight Thousand, Nine Hundred Two Dollars ($808,902). This financial assistance shall be provided in the form of a Grant.

Joint Funded Project with the Ohio Department of Transportation

In the event that the Recipient does not have contracting authority over project engineering, construction, or right-of-way, the Recipient and the OPWC hereby assign certain responsibilities to the Ohio Department of Transportation, an authorized representative of the State of Ohio. Notwithstanding Sections 4, 6(a), 6(b), 6(c), and 7 of the Project Agreement, Recipient hereby acknowledges that upon notification by the Ohio Department of Transportation, all payments for eligible project costs will be disbursed by the Grantor directly to the Ohio Department of Transportation. A Memorandum of Funds issued by the Ohio Department of Transportation shall be used to certify the estimated project costs. Upon receipt of a Memorandum of Funds from the Ohio Department of Transportation, the OPWC shall transfer funds directly to the Ohio Department of Transportation via an Intra-State Transfer Voucher. The amount or amounts transferred shall be determined by applying the Participation Percentages defined in Appendix D to those eligible project costs within the Memorandum of Funds. In the event that the Project Scope is for right-of-way only, notwithstanding Appendix D, the OPWC shall pay for 100% of the right-of-way costs not to exceed the total financial assistance provided in Appendix C.
APPENDIX D

LOCAL SUBDIVISION CONTRIBUTION, PROJECT FINANCING AND EXPENSES SCHEME AND DISBURSEMENT RATIO

OPWC/LOCAL SUBDIVISION PARTICIPATION PERCENTAGES: For the sole and express purpose of financing/reimbursing costs of the Project defined and described in Appendix A of this Agreement, the estimated costs which are set forth and described in this Appendix D, the Recipient hereby designates its Local Subdivision Percentage contribution as amounting to a minimum total value of 70% percent of the total Project Cost. The OPWC participation percentage shall be 30% percent. However, in the event of a cost over-run, the maximum OPWC dollar contribution shall not exceed the amount identified in Appendix C.

PROJECT FINANCING AND EXPENSES SCHEME: The Recipient further designates the Project's estimated financial resources and estimated costs certified to the OPWC under this Agreement for the Project as defined and described in Appendix A of this Agreement to consist of the following components:

a) PROJECT FINANCIAL RESOURCES:
   i) Local In-kind Contributions $0
   ii) Local Public Revenues 1,887,438
   iii) Local Private Revenues 0
   iv) Other Public Revenues:
       - ODOT 0
       - FmHA 0
       - OEPA 0
       - OWDA 0
       - CDBG 0
       - Other 0
   SUBTOTAL 1,887,438
   v) OPWC Funds:
       - Grant 808,902
       - Loan 0
       - Loan Assistance 0
   SUBTOTAL 808,902
   TOTAL FINANCIAL RESOURCES 2,696,340

b) PROJECT ESTIMATED COSTS:
   i) Project Engineering Costs:
       - Preliminary Engineering $30,260
       - Final Design 98,345
       - Other Engineering Services 146,095
   ii) Acquisition Expenses:
       - Land 23,000
       - Right-of-Way 0
   iii) Construction Costs 2,162,400
   iv) Equipment Costs 0
   v) Other Direct Expenses 20,000
   vi) Contingencies 216,240
   TOTAL ESTIMATED COSTS $2,696,340
### EXPENDITURES PROGRESS:

<table>
<thead>
<tr>
<th>Description</th>
<th>(1) AS PER AGREEMENT</th>
<th>(2) PAID PRIOR TO THIS DRAW</th>
<th>(3) AS PART OF THIS DRAW</th>
<th>(4) PAID TO DATE (Column 2 + 3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A) Project Engineering Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1) Preliminary Engineering</td>
<td>$30,260</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2) Final Design</td>
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<td>3) Other Engineering Services</td>
<td>146,095</td>
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<td>$</td>
</tr>
<tr>
<td>B) Acquisition Expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1) Land</td>
<td>23,000</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2) Right-of-Way</td>
<td>0</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>C) Construction Costs</td>
<td>2,162,400</td>
<td>$</td>
<td>$</td>
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<td>D) Equipment Costs</td>
<td>0</td>
<td>$</td>
<td>$</td>
<td>$</td>
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<tr>
<td>E) Other Direct Expenses</td>
<td>20,000</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>F) Contingencies</td>
<td>216,240</td>
<td>$N/A</td>
<td>$N/A</td>
<td>$N/A</td>
</tr>
<tr>
<td>G) Totals</td>
<td>$2,696,340</td>
<td>$</td>
<td>$</td>
<td>$</td>
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</tbody>
</table>

### FINANCING PROGRESS:

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<thead>
<tr>
<th>Description</th>
<th>(1) AS PER AGREEMENT</th>
<th>(2) USED PRIOR TO THIS DRAW</th>
<th>(3) AS PART OF THIS DRAW</th>
<th>(4) USED TO DATE (Column 2 + 3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>H) OPWC Funds</td>
<td>$808,902</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>I) Local Share</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1) In-kind Contributions</td>
<td>0</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2) Public Revenues</td>
<td>1,887,438</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3) Private Revenues+</td>
<td>0</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>K) Other Public Revenues</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1) ODOT</td>
<td>0</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2) FmHA</td>
<td>0</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3) OEPA</td>
<td>0</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4) OWDA</td>
<td>0</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5) CDBG</td>
<td>0</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6) Other</td>
<td>0</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>L) Total Local and Other Public Revenues</td>
<td>$1,887,438</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>M) Totals (H+L for each column)</td>
<td>$2,696,340</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

[NOTE: Column totals for Line M must be equal to the column totals for Line G.]
OPWC FUNDS DISBURSEMENT PROGRESS:

Is this the final request for disbursement of OPWC funds? ............................................................ YES NO

If the answer is YES, skip to the section entitled "FINAL DISBURSEMENT REQUEST and PROJECT COMPLETION REPORT".

N) Total project costs claimed as part of this draw (Total in G(3)) .................................................. $
O) Disbursement Ratio ................................................................. %
P) Amount of OPWC funds hereby requested for Disbursement (N x O) (Becomes H(3)) ............... $

| Q) Total project costs (G(2) + G(3)) [if G(2) + G(3) > G(1) use the amount on G(1)] .................. $ |
| R) Subdivision Percentage Participation Level (if cost overrun, percentage does not apply) ........... 78% |
| S) Subdivision minimum dollar contribution (Q x R) .................................................................. $ |
| T) Subdivision costs paid to date (Total in L(5)) .................................................................... $ |
| U) Total still owed toward Local Share (S-T) ........................................................................ $ |
| V) Total project costs claimed as part of this draw (Total in G(3)) ........................................... $ |
| W) Total still owed toward Local Share (U-J) ........................................................................... $ |
| X) Amount of OPWC funds hereby requested for Disbursement (V-W) (Becomes H(3)) ............... $ |

Construction funds currently held in escrow by the subdivision and not reported on the previous page $

NOTE: Total in H(4) (sum of H(2) + H(3)) may not exceed total in H(1) (refer to instructions.)

FINAL DISBURSEMENT REQUEST and PROJECT COMPLETION REPORT: Project Completion Date [/ / ]

By completing this section the subdivision certifies that the project is completed and no additional invoices will be submitted to the OPWC.

PROJECT MANAGER CERTIFICATION:

I hereby certify that the work items invoiced and included herein are exclusively associated with the Project, have been completed in a satisfactory manner, and are otherwise in accord with the terms and conditions of the Agreement. This request reflects project completion at an estimated %.

Paul Deichmann, City Engineer                     Date: [/ / ]                     Phone: [ ]

CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER CERTIFICATION:

Pursuant to Section 6(b) and 6(c) of the Agreement, the undersigned Chief Executive Officer and Chief Fiscal Officer of the Recipient, as both are designated in Appendix B of the Agreement, hereby request the Director to disburse financial assistance moneys made available to Project in Appendix C of the Agreement (inclusive of any amendment thereto) to the payee as identified below in the amount so indicated which amount equals the product of the Disbursement Ratio and the dollar value of the attached cost documentation which was properly billed to the Recipient in exclusive connection with the performance of the Project, or, in the case of a final disbursement request, the amount entered at Line V of this Appendix E. The undersigned further certify that:

1) Each item of project cost documentation attached hereto is properly payable out of the State Capital Improvements Fund in accordance with the terms and conditions of the Agreement, and none of the items for which payment is requested has formed the basis of any payment herefore made from the State Capital Improvements Fund;

2) Each item for which payment is requested hereunder is or was necessary in connection with the performance of the project;

3) In the event that any of the money disbursed to the Recipient pursuant to this request is to be used to pay Project costs based on an invoice submitted by a contractor of which the Recipient's share is yet to be paid, the Recipient shall expend such money to pay such contractor for the Project costs within twenty-four (24) hours after receipt thereof. Recipient shall hold such money uninvested pending payment to the contractor;

4) This statement and attachments hereto shall be conclusive as evidence of the facts and statements set forth herein and shall constitute full warrant, protection, and authority to the Director for any actions taken pursuant hereto; and

5) This document evidences the approval of the undersigned Chief Executive Officer and Chief Fiscal Officer of each payment hereby requested and authorized

WITNESS WHEREOF, the undersigned have executed this Disbursement Request Form and Certification as of this ________ day of ________, 20____.

Note: All signatures must be original and in ink.

Kish, Auditor

[Signature]

[Signature]
CONTRACTOR/VENDOR PAYEE IDENTIFICATION:

Set forth the appropriate portion(s) of this Disbursement Request amount (all or part of the amount from H(3)) that is to be paid to each of the contractors/vendors (or Subdivision) identified below, and as are supported through accompanying copies of invoices or other evidence of expense.

1) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY OPWC ____________________________ $______
   PAYEE: ____________________________________________________________
   Address: ____________________________________________________________
   Phone: ________________________________
   Federal Tax ID #: _________________________________________________

2) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY OPWC ____________________________ $______
   PAYEE: ____________________________________________________________
   Address: ____________________________________________________________
   Phone: ________________________________
   Federal Tax ID #: _________________________________________________

3) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY OPWC ____________________________ $______
   PAYEE: ____________________________________________________________
   Address: ____________________________________________________________
   Phone: ________________________________
   Federal Tax ID #: _________________________________________________

4) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY OPWC ____________________________ $______
   PAYEE: ____________________________________________________________
   Address: ____________________________________________________________
   Phone: ________________________________
   Federal Tax ID #: _________________________________________________

OPWC Use Only

Accounting: ____________________________ (initial) MBE: ____________________________ (initial)
Approval by: ____________________________ Auditor: ____________________________ (initial) Other: ____________________________ (initial)
(signature) Date: __/__/____