

**IN-LIEU FEE PROGRAM CREDIT PURCHASE AGREEMENT
HUNTINGTON CORPS DISTRICT
APPLICANT INFORMATION AND WETLAND IMPACT SUMMARY**

Permit Applicant's/Client's Name	Norton City Schools
Address	4128 Cleveland-Massillon Road Norton, Ohio 44203
Point of Contact	Ken Caldwell
Telephone	(330) 825-0863
E-mail	kcaldwell@nortonschools.org
Environmental Consultant	Flickinger Wetland Company
Address	8530 N Boyle Pkwy Twinsburg, Ohio 44087
Point of Contact	Erik Flickinger
Telephone	(440) 668-5177
E-mail	erik@flickwetlands.com
Project Name	Norton City Schools
Project Type (commercial, industrial, residential, utility, roadway, etc.)	School
Location (street address, city/twp., county)	3956 S Cleveland Massillon Rd, Norton, Summit
USACE PCN No. (if available)	LRH-2012-50-TUS-Unnamed Tributary to Wolf Cree
Ohio EPA SWIMS No. (if available)	n/s
Anticipated Project Impacts	0.4686 acres
Forested (impact)	0.4611 acres
Non-Forested (impact)	0.0075
Eight Digit USGS Watershed Designation	05040001, Tuscarawas River

I. TERMS OF PAYMENT

Anticipated Project Impacts	0.4686 acres	acres
Compensatory Mitigation Credits		
Forested	1.2	(rounded up to 1/10 acre)
Non-Forested	0.0	(rounded up to 1/10 acre)
Total	1.2	(rounded up to 1/10 acre)
Cost per Credit	\$45,000	
Total Cost of Purchase of ILFP Credits	\$ 54,000.00	
Initial Deposit (10% of Total Cost)	\$5400	

**IN-LIEU FEE PROGRAM CREDIT PURCHASE
AGREEMENT HUNTINGTON CORPS DISTRICT**

WHEREAS, the discharge of dredged or fill material into waters of the United States and waters of the State of Ohio, including wetlands, is regulated pursuant to Section 404 of the Clean Water Act, 33 U.S.C. § 1344, and/or Ohio Revised Code Chapter 6111;

WHEREAS, entities planning to place dredged or fill material into waters of the United States or waters of the State of Ohio, including wetlands, must comply with standards and conditions imposed by the Army Corps of Engineers (the "Corps") and/or the Ohio Environmental Protection Agency (the "Ohio EPA") including, in many cases, the mitigation of wetland impacts;

WHEREAS, the Ohio Wetlands Foundation ("Ohio Wetlands") has established an In-Lieu Fee Program ("ILFP") in the Huntington Corps District that includes the Upper Scioto/Tuscarawas Watersheds (8-digit USGS Hydrologic Unit Codes or HUCs of 05060001 and 05040001 respectively) as primary service areas as well as the entire Scioto and Muskingum River basins (6-digit HUC's 050600 and 050400 respectively) approved by the Inter-agency Review Team ("IRT") as set forth in the Final ILFP Instrument effective May, 2014 and is authorized to provide ILFP credits to entities required to provide compensatory mitigation for wetland impacts; and

THEREFORE, Norton City Schools ("Client") and Ohio Wetlands agree they will comply with the following guidelines and procedures by which Client will purchase ILFP wetland mitigation credits from Ohio Wetlands to provide compensatory mitigation for wetland impacts permitted under Sections 404 and 401 of the Clean Water Act and/or Ohio Revised Code Chapter 6111.

A. Initial Reservation Period

This Agreement shall become effective on upon the date this Agreement is signed by both Ohio Wetlands and Client. Upon receipt of a complete, signed copy of this Agreement and the Initial Deposit, Ohio Wetlands will reserve the ILFP mitigation credits designated above for a period of six (6) months (the "Initial Reservation Period"). In the event that Client withdraws its wetland fill permit application or the application is denied, the deposit will be refunded upon the written request of Client confirming permit withdrawal or denial, provided such request is received by Ohio Wetlands within six (6) months from the Effective Date.

B. Extension of Reservation Period

Client may extend the Initial Reservation Period for additional six (6) month periods (not to exceed 24 months from the Effective Date) by delivering payment(s) to Ohio Wetlands of 10% of the total ILFP credit purchase price for each six (6) month extension period and timely providing Ohio Wetlands with written notice requesting such extension. All deposit payments are non-refundable upon expiration of the Initial Reservation Period. Full payment is due no later than two years after the Effective Date of this Agreement. If Ohio Wetlands does not receive full payment within two years of the Effective Date, all

deposit payments will be retained by Ohio Wetlands and the previously reserved ILFP credits will be immediately available for sale to third parties.

C. **Within thirty (30) days of issuance of the Clean Water Act Section 404 permit and, if necessary, the Section 401 Certification and/or Ohio Isolated Wetland Permit, whichever is later received (the "Permit Issue Date"), Client will tender in full the outstanding balance of the cost of the ILFP credits.** Client will concurrently provide Ohio Wetlands with a copy of the Section 404 permit and, if applicable, the Section 401 Certification and/or the Ohio Isolated Wetland Permit or other approval to impact wetlands on the project. If payment is not received by Ohio Wetlands within thirty (30) days of the Permit Issue Date, the Client will be considered to be in Default of Payment and a late payment penalty of \$500 or 2.0% interest on outstanding balance, whichever is greater, shall be immediately applied for each month or portion thereof until payment is received in full, including all late payment penalties.

D. If the Client is in Default of Payment for greater than ninety (90) days, Ohio Wetlands may, at its sole discretion, notify the Client that this Agreement is terminated and elect to market and sell the Client's reserved ILFP credits to a third party. The Corps and/or Ohio EPA shall be notified by Ohio Wetlands that this Agreement has been terminated and the ILFP credits are no longer held in reserve for the Client. The Client's deposit payment(s) will be forfeited to Ohio Wetlands; provided, however, that Ohio Wetlands may, in its sole discretion, and written request of the Client apply the amount of the deposit payment or any portion thereof against the cost of future ILFP credit purchases by the Client from Ohio Wetlands.

E. The Client shall have no obligation other than the payments set forth in this Agreement for the completion of compensatory mitigation represented by the purchase of the ILFP credits. Ohio Wetlands is solely responsible for the successful implementation of all compensatory mitigation represented by the purchase of the ILFP credits consistent with the ILFP Final Instrument. This Agreement does not constitute a permit or other authority to proceed with the proposed wetland impacts and the Client is solely responsible for obtaining all necessary permits and other approvals required for the project.

I. OBLIGATIONS OF OHIO WETLANDS FOUNDATION

A. Ohio Wetlands has established the Huntington Corps District ILFP and the IRT has confirmed that Ohio Wetlands is authorized to sell ILFP credits to entities required to provide compensatory mitigation for wetland impacts.

B. In consideration for the payment by Client of \$ 54,000.00 (plus any subsequently accrued late payment penalties), Ohio Wetlands hereby agrees to provide 1.2 approved ILFP credits established in the Huntington Corps District ILFP for the benefit of Client consistent with the terms of the Agreement. Ohio Wetlands shall be solely responsible for completing the compensatory mitigation requirements consistent the purchase of ILFP credits and the terms of the Huntington Corps District ILFP Instrument effective May 2014.

C. Ohio Wetlands will promptly provide written confirmation to the Client that full payment has been received for the purchase of ILFP credits specified in paragraphs II of this Agreement.

II. GENERAL PROVISIONS

A. This Agreement shall be governed and construed in accordance with the laws of the State of Ohio. Venue for the resolution of any dispute shall be in the Court of Common Pleas of Franklin County, Ohio or in the federal court in the Southern District of Ohio in Columbus, Ohio.

B. The signatories hereto represent and covenant that they are authorized to execute this Agreement and to bind the respective parties to this Agreement.

C. This Agreement is the entire agreement between Ohio Wetlands and Client and supersedes any prior agreements of communications relating thereto. No modification hereof or subsequent agreement related to the sale of ILFP credits described herein shall be binding on either party unless reduced to writing and signed by both parties hereof.

OHIO WETLANDS FOUNDATION

Signed By: _____

Vincent E. Messerly, President

Date: _____

CLIENT Norton City Schools

Signed By: Ken Caldwell

Printed Name: Ken Caldwell

Title: ~~Treasurer~~ Business Manager

Date: _____

FOR OHIO WETLANDS USE ONLY

Assigned to In-Lieu Fee Project HUC No.	05040001, Tuscarawas River	<input type="checkbox"/>
ILFP Project Name		
Date of Permit Issuance by OEPA/USACE (as applicable)		