

H2Ohio Direct Assistance PWS Standard Grant Agreement

This Agreement is made and entered into as of the “Effective Date” by and between the Director of the Ohio Environmental Protection Agency, hereinafter referred to as the **Ohio EPA**, and the **Bethel Township (PWS)**, its contractors, agents, and successors, hereinafter referred to as the **Grantee**, for the **Drinking Water Distribution Equipment Grant**.

WITNESSETH THAT:

WHEREAS Ohio Revised Code Section 126.60 established the H2Ohio Fund and authorizes the Director of the Environmental Protection Agency to distribute money appropriated to the H2Ohio Fund by awarding or allocating grants or money for the development and implementation of projects and programs that are designed to address water quality priorities, support watershed planning, scientific research and data collection; and which may be used by Ohio EPA to fund waterway improvement and protection of all waterways in support of water quality priorities and management in accordance with section 126.60 of the Revised Code.

WHEREAS Obligations of the State of Ohio are subject to the provisions of ORC Section 126.60. **WHEREAS** ORC section 126.60 identifies the following purposes as eligible for the H2Ohio Fund:

- (1) Agriculture water projects;
- (2) Community water projects;
- (3) Nature water projects;
- (4) Awarding or allocating grants or money, issuing loans, or making purchases for the development and implementation of projects and programs, including remediation projects, that are designed to address water quality priorities;
- (5) Funding cooperative research, data gathering and monitoring, and demonstration projects related to water quality priorities;
- (6) Encouraging cooperation with and among leaders from state legislatures, state agencies, political subdivisions, business and industry, labor, agriculture, environmental organizations, institutions of higher education, and water conservation districts;
- (7) Other purposes, policies, programs, and priorities identified by the Ohio Lake Erie commission in coordination with state agencies or boards responsible for water protection and water management, provided that the purposes, policies, programs, and priorities align with a statewide strategic vision and comprehensive periodic water protection and restoration strategy.

WHEREAS the Director of Ohio EPA has determined that **Grantee’s Distribution Management Equipment Grant Application** conforms to the requirements of uses for the H2Ohio Fund and meets the eligibility criteria of the H2Ohio Fund as specified in ORC Section 126.60.

WHEREAS, for purposes of this H2Ohio Grant Award, “Eligible Project/Program Costs” may be reimbursed out of this Grant from the H2Ohio Fund in an amount not to exceed **\$1,350.00** are also depicted in Exhibit 1, which shall be fully incorporated by reference into this H2Ohio Grant Agreement as **Exhibit 1**.

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

- I. **Grant Award.** The **Director** hereby awards to the **Grantee** a Grant not to exceed **\$1,350.00** from the money appropriated to the H2Ohio Fund for the purpose of implementing the project/program detailed in "**Exhibit 1**" for the **Work Activities** for eligible expenditures for the project/ program activities related to the purchase of equipment the Director has determined meets the eligibility criteria for use of H2Ohio Funds as specified in ORC section 126.60.

Costs or expenditures incurred by the **Grantee** or **Grantee's** Contractors, Employees, or Agents for items or services that are not part of the approved budget as depicted in Exhibit 1 or that exceed the amount of this Grant Award may not be paid out or reimbursed from the Grant. Any grant-related expenditures made or paid after the DATE award notice are eligible for reimbursement. Any grant-related purchases made prior to the effective date of the grant agreement shall be incurred at Grantee's risk, and Grantor shall not be obligated to reimburse any purchases made prior to the effective date of the grant agreement should the grant funding no longer be available.

- A. **(Grantor)** On behalf of the Director of Ohio EPA, the Division of Drinking and Ground Waters "DDAGW" shall be responsible for evaluation of the Grantee's adherence to this agreement, authorization of payment of the award to the Grantee, and authorization of modification(s) to this Agreement. The Ohio EPA DDAGW Chief, or his/her designee, shall coordinate communications with the Grantee's Project Director of the Grant Project or Grantee's Authorizing Agent.
- B. **(Grantee's Project Director)** The Grantee's Project Director shall, in accordance with the proposed budget, coordinate 1) the work activities, and requirements set forth in the body of this Agreement in order to procure the supplies, training and equipment described in the approved application and 2) the work, activities and requirements set forth in the Grant Application. The Grantee's Project Director shall coordinate all work through the DDAGW Chief, or his/her designee.
- C. **(Scope of Work)** The Grantee shall successfully perform and complete: 1) the work, activities, and requirements set forth in the body of this Agreement; and 2) the work, activities, and requirements set forth in the Grant Application, attached hereto as "**Exhibit 1**" and fully incorporated herein.
- D. **(Adherence to Budget)** The Grantee has submitted to the Grantor, as a condition precedent to this Agreement, a proposed Budget. The Grantee stipulates and agrees that the proposed Budget accurately reflects anticipated project resources and expenditures for the term of this Agreement. The Grantee shall complete the work, activities, and requirements set forth in the body of this Agreement and in "**Exhibit 1**" (attached hereto and incorporated herein) in accordance with the proposed Budget (Section 3 of Exhibit 1).
- E. **(Project Period)** The parties agree that the "Project Period" is from the date when the last required signature is affixed hereto, to a date within twelve (12) months from said date when reimbursement is requested by the grantee. The Project Period may be extended if a written request submitted by the Grantee to the Grantor is approved in writing by the Grantor.
- II. **Grant Method of Disbursement and Release of Fund.** The **Grantee** agrees that all payments made under this Grant Award represent reimbursements based on actual costs and are made based upon **Grantee's** satisfactory performance of **Grantee's** obligations under this Grant Agreement.

Ohio Environmental Protection Agency

Grantee shall request disbursements, and Grantor may make disbursements, which at all times shall be at Grantor's discretion, in accordance with the following schedule and requirements:

- A. Grantee must submit payment requests for costs incurred for eligible expenditures on a form prescribed by Grantor, with copies of supporting documents including invoices. The amount of payment request(s) shall not exceed the costs incurred, or the total amount of the Grant Award. Reimbursement requests may be submitted within twelve (12) months of the grant award date unless a written time extension has been approved in writing by Grantor. Grantee may not seek reimbursement for any costs incurred prior to the DATE award notice.
- B. All payments made under this grant award are based on actual costs and are made in consideration of the Grantee's promises and the Grantee's satisfactory performance as set forth in this Agreement.
- C. The documentation for the release of Grant Funds shall be in a form and substance as required by Grantor, from time to time.
- D. The release of Grant Funds shall be in accordance with the schedule set forth in this section II, unless Ohio EPA approves in writing a request for a change to the schedule, but any such change shall not change the total Grant Award in an amount not to exceed **\$1,350.00**.
- E. At all relevant times, the adequacy of Grantee's request for the release of Grant Funds shall be at the sole discretion of Grantor.

III. Changes to Project or Method of Disbursement. Any change or changes that substantially modify the Method of Disbursement, will be submitted to Ohio EPA for prior written approval, and will be at Ohio EPA's discretion. The **Grantee** shall not submit payment requests for costs associated with the change orders until Ohio EPA approval has been obtained. Any changes or modifications made in accordance with this section shall be contingent upon Ohio EPA written approval, shall be consistent with the requirements of ORC section 126.60, and comply with Federal and State law, including the requirements of ORC Chapters 6109 and 6111. Any changes or modifications made in accordance with this section to this agreement or to the exhibits attached to this agreement shall be incorporated fully herein, and subject to the terms and conditions of this Grant Agreement.

IV. Grantee's Representations. **Grantee** agrees to proceed expeditiously with, and complete, the Projects/Programs in accordance with the specific terms and conditions of each of the following: this Grant Agreement and any exhibits or agreements with the State incorporated herein or related to the Project, permit and plan approvals, and the approved project detailed plans and specifications. **Grantee** also agrees to proceed under this agreement in a manner which conforms with the eligibility requirements of the H2Ohio Fund as specified in ORC Section 126.60. **Grantee** accepts such performance as an essential element of this Agreement.

V. Nondiscrimination. The **Grantee** shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability as defined in the Americans with Disabilities Act (ADA). The **Grantee** shall not, in any manner, discriminate, intimidate or retaliate against any employee on account of race, color,

Ohio Environmental Protection Agency

religion, sex, sexual orientation, military status, national origin, disability, age or ancestry. The **Grantee** shall take affirmative action to ensure that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship.

The **Grantee** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause. Furthermore, the **Grantee** agrees to comply with all pertinent provisions of ORC Section 125.111, 4112.02, and the Drug Free Workplace Act.

- I. **State Financial Commitment.** Nothing in this Agreement shall constitute, or be deemed to constitute, an obligation of future appropriations by the General Assembly of the State of Ohio. The State of Ohio's financial commitment to the **Project/Program** shall not exceed the Ohio EPA's grant to **Grantee** described in Paragraph I.
- II. **Drug-Free:** The **Grantee** agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
- III. The **Grantee** shall, in all solicitations or advertisements for employees placed by or on behalf of the **Grantee**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA.
- IV. The **Grantee** shall comply with the State Equal Employment Opportunity guidelines, and any direction as set forth by officials or agencies of the State or Federal Government that seek to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under this Agreement. Before and during performance, the **Grantee** shall promptly comply with all requests and direction from the State of Ohio or any of its officials and agencies.
- V. Upon the **Grantee's** noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated, or suspended in whole or in part, and the **Grantee** may be ineligible for further state contracts and such other sanctions may be imposed and remedies instituted as otherwise provided by the law.
- VI. This Agreement may be canceled, terminated, or suspended in whole or in part upon a determination by the Ohio EPA that the **Grantee** is in Breach of this Agreement due to any violation of the terms or conditions of this Agreement,

Ohio Environmental Protection Agency

including **Grantee's** representations under this Agreement and the requirement that the **Grantee's** project/program meets the eligibility criteria of the H2Ohio Fund as specified in ORC section 126.60. Such a determination may render **Grantee** ineligible for reimbursement under this Grant Agreement or further state contracts.

- VII.** It is fully understood and agreed that neither **Grantee** nor any of its employees or other personnel shall at any time or for any purpose, be considered as agents or employees of the Ohio EPA or the State of Ohio. The Grantee certifies that neither the Grantee nor its employees or other personnel are public employees of the Agency under federal or state law for tax, Workers' Compensation, and retirement deduction purposes.
- VIII. Compliance Assurance:** The **Grantee** shall carry out and administer the project according to all applicable federal, state, and local laws, rules, regulations, ordinances, and the terms of this Agreement. Nothing in this agreement is intended to constitute approval from the Ohio EPA for activities associated with the construction and operation of the project. **Grantee** is responsible for applying for and receiving all applicable permits and approvals for the project in accordance with applicable federal, state, and local requirements.
- IX. Grantor Access:** The designated representatives of Ohio EPA shall have access to inspect the work described in the project, and retain all other lawful access pursuant to statute, regulation, or other agreements.
- X. Project Phase and Fiscal Reports.**

Project Phase Metrics Reports and Fiscal Reports for the Projects/Program subject to this Grant Agreement shall be prepared by **Grantee** and submitted to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice*, in accordance with the project phases in the application. Each report shall include a narrative describing the activities that were undertaken with respect to the Grant Agreement, together with detailed information on the project/program, including any relevant metrics demonstrating the future use of the equipment.

Fiscal Reports shall be included with the Project Phase Reports for the H2Ohio funded portion of the projects/program or Close-Out of the Grant. The Fiscal Reports shall include a financial report signed by an authorized official of Grantee, which demonstrates to Ohio EPA's satisfaction that the H2Ohio Grant was utilized for eligible program expenditures.

Notwithstanding that Project Phase and fiscal reports shall also be due in accordance with the timelines for phases set forth in the application, project phase reports shall be submitted no later than 12 months from the effective date of this Grant Agreement, unless a change is approved by Ohio EPA in writing.

XI. Final Reports.

Final Project Report. Not later than 60 days following completion of the H2Ohio funded portion of the **project/program** Grantee shall prepare and submit to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice* a Final Report of

Ohio Environmental Protection Agency

the project activities that were undertaken with respect to the H2Ohio Grant, including any relevant metrics on the use of the equipment purchased.

Final Fiscal Report. Not later than 60 days following completion of the H2Ohio funded portion of the **project/program**, **Grantee** shall:

(i) complete a full, final written accounting of the expenditure of the H2Ohio Grant funds utilized under this agreement; and (ii) submit a copy of such accounting to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice*, for review and approval. The Final Fiscal Report shall include a summary of the fiscal reports, reflecting that all amounts disbursed were utilized for eligible expenditures, and reflect any remaining expenditures to demonstrate to Ohio EPA's satisfaction that the H2Ohio Grant was utilized for eligible expenditures up to the amount of the total **grant award**. The final fiscal report shall be signed by the project manager and **Grantee's** fiscal agent. If the final fiscal report documents that not all funds were disbursed and the project is complete, all unused funds shall be returned to Grantor within 30 days.

- XII. Grantor Right to Audit.** Grantor shall at any reasonable time have the right of access to and the right to audit all books and records, financial or otherwise, pertinent to the administration and operation of this project. The **Grantee** shall keep said books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits and inspections. In the event of a special audit, the **Grantee** will be responsible for the actual cost of the audit. Said costs shall be determined by the State of Ohio.
- XIII. Records.** **Grantee** shall preserve all account statements, documents and other records associated with this Agreement and the **Project/Program** Account for a minimum of five (5) years after termination of this Agreement.
- XIV.** The **Grantee** shall keep and make available to the Ohio Auditor of State all books and records, financial or otherwise, pertinent to the administration and operation of this project. **Grantee** shall keep such books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits by the Ohio Auditor of State. The **Grantee** will be responsible for the actual cost of all audits. Said costs shall be determined by the State of Ohio. The **Ohio EPA** shall at any reasonable time have the right of access to and the right to review all books and records, financial or otherwise, pertinent to the administration and operation of this project.
- XV.** Neither this Agreement, nor any rights, duties, nor obligations hereunder, may be assigned, delegated, or transferred in whole or in part by the **Grantee** without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.
- XVI.** The **Grantee** by signature on this document, certifies that it: (1) has reviewed and understands the Ohio ethics and conflict of interest laws, including the requirements found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (2) **Grantee** is currently in compliance with and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws. The **Grantee**

Ohio Environmental Protection Agency

understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. No personnel of Contractor or public official, employee or member of the governing body of any locality in which work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of the work, voluntarily acquire any personal interest that is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out the work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such personal interest, shall immediately disclose his or her interest to Ohio EPA in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Ohio EPA determines in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to public interest.

- XVII.** The **Grantee** affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of the amounts specified in ORC 3517.13, to the Governor or to his campaign committees.
- XVIII.** The **Grantee** affirmatively represents and warrants to **Ohio EPA** that it is not subject to a finding for recovery under ORC 9.24 or otherwise qualifies under that section. The **Grantee** agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by Ohio EPA hereunder immediately shall be repaid to Ohio EPA, or an action for recovery immediately may be commenced by Ohio EPA for recovery of said funds. The **Grantee** affirmatively represents and warrants to Ohio EPA that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or ORC 125.25. If this representation and warranty is false, this Agreement is void *ab initio* and **Grantee** shall immediately repay to the State any funds paid under this Agreement.
- XIX.** The **Ohio EPA** shall not be responsible for any costs incurred by the **Grantee** prior to the DATE notice of award, however any grant- related expenditures made prior to the effective date of the Grant Agreement shall be made at Grantee's risk.
- XX.** **Grantee** shall be responsible for its own acts and omissions and will be responsible for any and all damages, costs, and expenses that arise out of the performance of this Agreement and that are due to **Grantee's** own negligence, tortious acts, or other conduct or that are due to the negligence, tortious acts, or other conduct of the **Grantee's** respective agents, officers, or employees.
- XXI.** **Indemnity.** **Grantee** agrees to indemnify, save, and hold harmless Ohio EPA from any claims or causes of action arising from, or related to, implementing the **Project/Program**, including any acts or omissions of **Grantee**. Ohio EPA shall not be considered a party to and shall not be held liable under any contract entered

Ohio Environmental Protection Agency
into by **Grantee** in carrying out the activities pursuant to this Agreement.

- XXII. Severability.** A determination by a court of competent jurisdiction that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part hereof, except to the extent that such other part is wholly dependent for its operation on the part so declared invalid.
- XXIII.** This Agreement shall remain in effect until the entire **project/program** is completed and the Auditor of State has completed the local government audits for the last year in which grant funds were disbursed. If the Ohio Auditor of State issues a finding for recovery to the Grantee, the **Ohio EPA** reserves the right, at any time after execution of this Agreement to terminate, revise, or extend the grant in whole or in part, upon written notification to the **Grantee**. The **Grantee**, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible. If requested by the **Ohio EPA**, the **Grantee** shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. The **Grantee** agrees to waive any right to, and shall make no claim for, additional compensation against the **Ohio EPA** by reason of such termination.
- XXIV. Provision of Services to be within the United States and Prohibition on the Purchases of Services from or Investments in Russian Institutions and Companies.** Subrecipient affirms to have read and understands Executive Order 2019-12D and Executive Order 2022-02D and shall abide by those requirements in the performance of this Agreement and shall perform no services required under the Agreement outside of the United States or purchase services from or investment in Russian institutions and companies. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Subrecipient performs outside of the United States for which it did not receive a waiver or funds paid for services from or investments in Russian institutions and companies. The State does not waive any other rights and remedies provided the State in this Agreement.
- XXV.** The State, in its sole discretion, may provide written notice to **Grantee** of a breach and permit the **Grantee** to cure the breach. Such cure period shall be no longer than 21 calendar days. Notwithstanding the State permitting a period of time to cure the breach or the **Grantee's** cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement.
- XXVI. Termination.** Ohio EPA reserves the right, at any time after the Effective Date, and with or without cause, to terminate, revise, or extend the grant in whole or in part, upon written notification to the **Grantee**. The **Grantee**, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible.

If requested by the Ohio EPA, the **Grantee** shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of

Ohio Environmental Protection Agency

the termination notice. The **Grantee** agrees to waive any right to, and shall make no claim for, additional compensation against the Ohio EPA by reason of such termination.

Upon termination of this Agreement, all unspent funds and funds subject to a finding for recovery by the Ohio Auditor of State, if any, shall be returned to the **Ohio EPA** in accordance with the terms and conditions in this Grant Agreement, but no later than within forty- five (45) days of **project/program** completion or receiving notification of any termination of the grant or program. Any payment not received within forty-five days of the due date may be turned over to the Attorney General for collection as a delinquent claim, and the **Grantee** agrees to pay the **Ohio EPA** all costs the **Ohio EPA** incurs for delinquent collections by the Attorney General's office.

- XXVII. Notices.** All communications shall be in writing and shall be hand-delivered; mailed first class, postage pre-paid; or mailed certified or registered mail, postage pre-paid or e-mailed, as follows:

Ohio Environmental Protection Agency
Attn: Grants Team, Division of Drinking and Ground Waters
P.O. Box 1049
Columbus, OH 43216-1049
Email: DDAGW.Grants@epa.ohio.gov

- XXVIII. Grant Funds Not Expended:** If Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement, the award of the Grant Funds shall cease, and Grantor shall have no further obligation to release the Grant Funds. Grantor shall also have no obligation to release any amount of Grant Funds that exceeds the eligible costs of the project actually incurred by Grantee. If Grant Funds have been released to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within Forty-Five (45) Days of demand by Grantor. In the event that the project is affirmatively abandoned by Grantee, all Grant Funds released by Grantor to Grantee under this Agreement shall be refunded to Grantor by Grantee within Forty-Five (45) days after abandonment has occurred.

Effective Date. This Agreement shall be effective upon execution of this Agreement by all Parties, the "Effective Date," and shall continue in full force and effect until completion of the entire **project/program**, or until all obligations of the **Grantee** under this Agreement have been fully satisfied, whichever is later.

[The rest of this page was left intentionally blank]

Ohio Environmental Protection Agency

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Grantee: Bethel Township

Award: \$1,350.00

(I, we) have the authority to sign this Agreement and do so in (my/our) respective capacities:

Signature of Grantee's Authorizing Agent

Date

**Name and Title of Authorizing Agent
(Please Print)**

**Amy J. Klei, for Director Vogel
Chief DDAGW
Ohio EPA**

Date