

RESOLUTION APPROVING H2OHIO DRINKING WATER STANDARD GRANT AGREEMENT FOR THE LENOX NEW LYME WATERLINE PROJECT, OHIO EPA

WHEREAS, Doug Starkey, Director of ACDES, has presented a grant agreement for the approval of the Board; and

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; and

WHEREAS, Obligations of the State of Ohio are subject to the provisions of ORC Section 126.60; and

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 Project for the Lenox New Lyme Waterline Extension project 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; and

WHEREAS, the Grantee's Lenox New Lyme Waterline Extension project is expected to secure funding for assistance from the Drinking Water Assistance Fund ("DWAF"), Water Supply Revolving Loan Account (WSRLA) for eligible project costs to be depicted in Exhibit 1 attached to the WSRLA Loan FS390004-0036; and

WHEREAS, for purposes of this H2Ohio Grant Award, "Eligible Project Costs" may be reimbursed out of this Grant from the H2Ohio Fund in an amount not to exceed \$1,000,000 are also depicted in Exhibit 1, to be attached to the WSRLA Loan FS390004-0036, and which shall be fully incorporated by reference into this H2Ohio Grant

Agreement as Exhibit 1; and

WHEREAS, the Director has entered into an Interagency Agreement with the Ohio Water Development Authority ("OWDA") specifically for the purpose of the OWDA receiving and administering certain H2Ohio Funds appropriated for use by Ohio EPA from the H2Ohio Fund which includes the funds made available under the grant; now

THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Ashtabula County hereby approves the grant as outlined above, with a copy of the grant now on file in this office.

BE IT FURTHER RESOLVED, that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2023-554

November 07, 2023

**RESOLUTION APPROVING H2OHIO DRINKING WATER STANDARD GRANT
AGREEMENT FOR THE LENOX NEW LYME WATERLINE PROJECT, OHIO EPA**

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

VOTE:

Casey R. Kozlowski

Aye

Kathryn L. Whittington

Aye

J.P. Ducro IV

Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

H2Ohio Drinking Water 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 **Ashtabula County**, its contractors, agents, and successors, hereinafter referred to as the **Grantee**, for the **Lenox New Lyme Waterline Extension** project.

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** Project for the **Lenox New Lyme Waterline Extension** project 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 the **Grantee’s Lenox New Lyme Waterline Extension** project is expected to secure funding for assistance from the Drinking Water Assistance Fund (“DWAF”), Water Supply Revolving Loan Account (WSRLA) for eligible project costs to be depicted in Exhibit 1 attached to the WSRLA Loan **FS390004-0036**.

WHEREAS, for purposes of this H2Ohio Grant Award, “Eligible Project Costs” may be reimbursed out of this Grant from the H2Ohio Fund in an amount not to exceed **\$1,000,000** are also depicted in Exhibit 1, to be attached to the WSRLA Loan **FS390004-0036**, and which shall be fully incorporated by reference into this H2Ohio Grant Agreement as Exhibit 1.

WHEREAS the Director has entered into an Interagency Agreement with the Ohio Water Development Authority (“OWDA”) specifically for the purpose of the OWDA receiving and administering certain H2Ohio Funds appropriated for use by Ohio EPA from the H2Ohio Fund which includes the funds made available under this

Ohio Environmental Protection Agency

Grant Award.

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 **\$1,000,000** from the money appropriated to the H2Ohio Fund for the purpose of implementing the project detailed in the Project Plan for the **Lenox New Lyme Waterline Extension** for eligible expenditures for the project that the Director has determined meets the eligibility criteria for use of H2Ohio Funds as specified in ORC section 126.60. See Exhibit 1 for details.

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 prior to the effective date of the Grant Agreement will not be reimbursed pursuant to this agreement. Any expenditures made or paid from a WSRLA loan award shall not be reimbursed from the grant awarded under this agreement. Unless previously approved by Ohio EPA in writing, any eligible expenditures for which **Grantee** seeks reimbursement under this Grant Award must be requested for reimbursement prior to **Grantee** seeking reimbursement through the WSRLA Loan Agreement.

- II. **Grant Method of Disbursement.** 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.

Upon the effective date of this Grant Agreement, and after the associated WSRLA Loan Agreement is fully executed, the **Grantee** may request disbursements first from the Grant Award for eligible project costs as detailed in Exhibit 1 that meet the H2Ohio eligibility criteria.

All such disbursements will be requested on the "Online Fund Payment Request Form" provided by the Ohio Water Development Authority ("OWDA") website. The parties to this Agreement expect that eligible costs directly associated with implementing the Project will be disbursed by the OWDA, either to the **Grantee**, or upon **Grantee's** request to contractors supplying materials or performing services in furtherance of this Agreement which have been designated by the **Grantee** as authorized recipients of such disbursements.

The Grant Award will generally be utilized for the Project prior to utilizing the WSRLA loan. Ohio EPA will communicate the details of the disbursement process to OWDA within 30 days of the effective date of the Grant Agreement.

- 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, and may also require the approval of OWDA. 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, contingent upon any necessary OWDA agreements, or amendments thereto, contingent upon meeting all applicable requirements and approvals necessary under the terms of the Loan Agreement, 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. If this H2Ohio Grant Agreement is

Ohio Environmental Protection Agency

executed prior to the effective date of a WSRLA Loan Agreement co-funding the same project, upon the execution of said Loan Agreement by the same parties to this Grant Agreement, Exhibit 1 of the Loan Agreement shall be considered a modification and fully incorporated herein to this Grant Agreement in accordance with this Section III, without the need for further approvals.

IV. Grantee's Representations. **Grantee** agrees to proceed expeditiously with, and complete, the Project Facilities 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, 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.

VI. 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 shall not exceed the Ohio EPA's grant to **Grantee** described in Paragraph I.

VII. 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.

VIII. 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.

IX. 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.

Ohio Environmental Protection Agency

- X. 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.
- XI. 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, including **Grantee's** representations under this Agreement and the requirement that the **Grantee's** project meet 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.
- XII. 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.
- XIII. **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.
- XIV. **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.
- XV. **Quarterly Project and Fiscal Reports.**

Quarterly Project Metrics Reports for the Project subject to this Grant Agreement shall be prepared by **Grantee** and submitted to **Ohio EPA DEFA** at the address provided in *Section XXXI, Notice*, no later than January 10, April 10, July 10 and October 10, on a quarterly basis from the effective date of this agreement until completion of the entire project. Each Quarterly report shall include a narrative describing the activities that were undertaken with respect to the Grant Agreement, together with detailed information on the project progress for that quarter, such as information, as applicable, concerning the number of connections to water lines, the number and type of water line replacements, construction or other relevant metrics specific to the Project.

Quarterly Fiscal Progress Reports for the Project subject to this Grant Agreement shall be prepared by **Grantee** and submitted to **Ohio EPA Fiscal** at the address provided in *Section XXXI, Notice*, no later than January 10, April 10, July 10 and October 10, on a quarterly basis until the latter of completion of the H2Ohio funded portion of the project or Close-Out of the Grant. The Quarterly Fiscal Reports shall include written itemized documentation of eligible expenditures, supported by documentation of costs incurred in implementing the Project in the form of Bills and/or Invoices, together with approvals, and documentation of proof of payment of those Bills and/or Invoices in the form of Receipts, EFTs or the equivalent to demonstrate to Ohio EPA, Fiscal's satisfaction that the H2Ohio Grant was utilized for eligible expenditures.

XVI. Final Reports.

Final Project Report. Not later than 60 days following completion of the H2Ohio funded portion of the project, **Grantee** shall prepare and submit to **Ohio EPA DEFA** at the address provided in *Section XXXI, Notice* a Final Report of the project activities that were undertaken with respect to the H2Ohio Grant, and what activities remain which will be funded through the WSRLA loan.

Final Fiscal Report. Not later than 60 days following completion of the H2Ohio funded portion of the project, **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 Fiscal** at the address provided in *Section XXXI, Notice*, for review and approval. The Final Fiscal Report shall include a summary of the quarterly fiscal reports, to reflect the total project budget and include documentation of all amounts reimbursed or disbursed for eligible expenditures for any remaining final payments. The final report shall also include documentation of costs incurred for such payments in the form of Bills and/or Invoices, together with approvals, and documentation of proof of payment of Bills and/or Invoices in the form of Receipts, EFTs or the equivalent to demonstrate to Ohio EPA, Fiscal's satisfaction that the H2Ohio Grant was utilized for eligible expenditures, if such documentation of payment was not already provided in a Quarterly Report submitted in accordance with Section XV of this Grant Agreement. The final fiscal report shall be signed by the project manager and **Grantee's** fiscal agent.

XVII. 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.

XVIII. Records. **Grantee** shall preserve all account statements, documents and other records associated with this Agreement and the Project Account for a minimum of five (5) years after termination of this Agreement.

XIX. 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.

XX. 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.

XXI. 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** 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

Ohio Environmental Protection Agency

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.

- XXII.** 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.
- XXIII.** 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.
- XXIV.** The **Ohio EPA** shall not be responsible for any costs incurred by the **Grantee** prior to the effective date of this Agreement and any grant-related expenditures made prior to the effective date of the Grant Agreement will not be reimbursed.
- XXV.** **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.
- XXVI.** **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, 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 into by **Grantee** in carrying out the activities pursuant to this Agreement. This provision shall not be construed to alter or effect the legal enforceability by the State or Ohio EPA of the indemnification section set forth in the Loan Agreement.
- XXVII.** **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.
- XXVIII.** This Agreement shall remain in effect until the entire project 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

Ohio Environmental Protection Agency

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.

XXIX. 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.

XXX. 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 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** within forty-five (45) days of project 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.

XXXI. 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:

H2Ohio Project/ Metrics Reports to:

Ohio Environmental Protection Agency
Attn: Jonathan Bernstein, Chief, Division of Environmental and Financial Assistance
50 West Town Street, P.O. Box 1049
Columbus, Ohio 43216-1049.
Jonathan.Bernstein@epa.ohio.gov

H2Ohio Fiscal Reports to:

Ohio Environmental Protection Agency
Attn: Florel Fraser, Division of Environmental and Financial Assistance
50 West Town Street, P.O. Box 1049
Columbus, Ohio 43216-1049
Florel.Fraser@epa.ohio.gov

Ohio Environmental Protection Agency

OWDA Communications to:

Ohio Water Development Authority
Attn: Executive Director
480 South High Street
Columbus, Ohio 43215

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, or until all obligations of the **Grantee** under this Agreement have been fully satisfied, whichever is later.

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

Grantee: Ashtabula County

Award: \$1,000,000

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

Grantee Signature

Signed:

Authorized Official:


Casey Kozlowski
President, Ashtabula County Board of Commissioners

Date:

11-7-23

OHIO ENVIRONMENTAL PROTECTION AGENCY

By:

Anne M. Vogel
Director, Ohio EPA

Date: