

RESOLUTION APPROVING A GRANT AGREEMENT WITH ENERGY HARBOR NUCLEAR CORP. FOR THE PURPOSE OF EMERGENCY PREPAREDNESS, ASHTABULA COUNTY EMERGENCY MANAGEMENT AGENCY 2022-2023

WHEREAS, Mike Fitchet, Director of Ashtabula County Emergency Management Agency, has presented a grant agreement with Energy Harbor Nuclear Corp., for the approval of the Board; and

WHEREAS, Ashtabula County intends to engage in various planning, training, administrative and maintenance activities in connection with emergency planning and preparedness for Perry Nuclear Power Plant (PNPP), and to engage in the development, maintenance, and effectuation of a plan for response to radiological emergencies at PNPP; and

WHEREAS, Energy Harbor desires to offer Ashtabula County funding by way of a grant and personnel support for the purpose of emergency preparedness as defined in Section 5502.21 of the Ohio Revised Code, to-wit:

- EMA funds: \$235,689 for April 1, 2022 through March 31, 2023
- EMA funds: \$240,189 for April 1, 2023 through March 31, 2024
- Public Safety Communication funds: \$50,000 per calendar year 2022- 2023
- Personnel and program assistance provided
- Communication and equipment assistance provided; and

WHEREAS, Ashtabula County is willing and authorized to accept such offer, pursuant to Section 5502.32 of the Ohio Revised Code; and

WHEREAS, said funds will be distributed to the Ashtabula County Emergency Management Agency fund and Ashtabula County-wide Public Safety Communication fund for the sole use of directly supporting the Ashtabula County Radiological Emergency Response Plan; now

THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Ashtabula County, Ohio, that the above referenced grant agreement is approved in accordance with a copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2022-92

February 08, 2022

**RESOLUTION APPROVING A GRANT AGREEMENT WITH ENERGY HARBOR
NUCLEAR CORP. FOR THE PURPOSE OF EMERGENCY PREPAREDNESS,
ASHTABULA COUNTY EMERGENCY MANAGEMENT AGENCY 2022-2023**

Upon the motion of Casey R. Kozlowski, seconded by Kathryn L. Whittington.

VOTE:

J.P. Ducro IV

Aye

Casey R. Kozlowski

Aye

Kathryn L. Whittington

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

**Ashtabula County
Grant Agreement
2022 - 2023**

GRANT AGREEMENT

THIS Grant Agreement, entered into at Jefferson, Ohio, this 8th day of February 2021, by and between the Energy Harbor Nuclear Corp., a Delaware corporation duly organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as the "Company"), and the Board of Ashtabula County Commissioners ("Ashtabula County"), acting on behalf of Ashtabula County, a political subdivision of the State of Ohio.

WITNESSETH:

WHEREAS, The Company operates and maintains the Perry Nuclear Power Plant (PNPP) located in Lake County, Ohio; and

WHEREAS, Ashtabula County intends to engage in various planning, training, administrative and maintenance activities in connection with emergency planning and preparedness for PNPP, and in the development, maintenance, and effectuation of a plan for response to radiological emergencies at PNPP; and

WHEREAS, The Company desires to offer Ashtabula County funding by way of a grant and personnel support from the Company for the purposes of emergency preparedness as defined in Section 5502.21 of the Ohio Revised Code; and

WHEREAS, Ashtabula County is willing and authorized to accept such offer of funding and personnel support from the Company on Ashtabula County's behalf pursuant to Section 5502.32 of the Ohio Revised Code:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Grant Agreement; the Company and Ashtabula County agree as follows:

1. Grant Assistance Provided

In consideration of the various obligations undertaken by Ashtabula County pursuant to this Grant Agreement, the Company agrees, subject to the terms and conditions set forth herein, to provide Ashtabula County with:

- a. Emergency Management Agency funds in the amount of \$235,689 for April 1, 2022 through March 31, 2023; and
- b. Emergency Management Agency funds in the amount of \$240,189 for April 1, 2023 through March 31, 2024.

- c. **Ashtabula County Public Safety Communications Committee funding in the amount of \$50,000 per calendar year for 2022-2023.**

The grant will be distributed to the Ashtabula County Emergency Management Agency fund and Ashtabula County-wide Public Safety Communication fund for the sole use of directly supporting the Ashtabula County Radiological Emergency Response Plan.

Emergency Management Agency grant funds will be payable at the beginning of each quarter, with the first payment beginning April 1, 2022 and continuing through March 31, 2024. Subsequent quarterly payments will be made by the Company at three (3) month intervals, so long as Ashtabula County has fulfilled its obligations under this Grant Agreement. The Company reserves the right to withhold payment until such time as, in its opinion, the terms and conditions set forth herein have been met or if sufficient funding remains in the Ashtabula County Emergency Management Agency fund to meet current obligations. Should the Company permanently reduce the operating power level or shutdown PNPP during the term of this agreement, the parties agree to negotiate in good faith to determine the appropriate funding level to Ashtabula County for the activities authorized herein.

Ashtabula County Public Safety Communications Committee grant funds will be payable by January 31 of each year and continuing through December 31, 2023. Annual payments will be made by the Company, so long as Ashtabula County Public Safety Communications Committee has fulfilled its obligations under this Grant Agreement. The Company reserves the right to withhold payment until such time as, in its opinion, the terms and conditions set forth herein have been met or if sufficient funding remains in the Ashtabula County-wide Public Safety Communication funds to meet current obligations. Failure of the Ashtabula County Public Safety Communications Committee to fulfill the obligations outlined in this Grant Agreement will not result in withholding funding to Ashtabula County Emergency Management Agency, provided their obligations in this Grant Agreement were fulfilled. The Company reserves the right to only provide funds and personnel as long as PNPP continues full operation.

2. Personnel and Program Assistance Provided

The Company agrees to provide personnel to assist Ashtabula County in the continued development and maintenance of their Radiological Emergency Response Plan (RERP) and oversight of training for those agencies listed in the County's RERP pursuant to federal regulations or directives as a result of the Company's operation of the PNPP. See Exhibit 1.

3. Communication and Equipment Assistance Provided

- a. To ensure operation of the Communications links between Ashtabula County and the PNPP emergency facilities needed to maintain the Ashtabula County RERP, the County will be responsible for all maintenance of the "5-way" notification circuit, the Executive Discussion Line and the Company will be responsible for all maintenance for the Joint Information Center communication system. Any service, maintenance, or equipment changes required on these systems will be reported to the Company Emergency Planner.
- b. To support Ashtabula County's independent monitoring capability, the Company will provide a method for communication of plant specific parameter data system information.
- c. To ensure operation of the portable (portal) radiation monitoring equipment, provided to Ashtabula County for use at emergency worker facilities, and public monitoring locations, the County will be responsible for testing of these units. Any service, maintenance, or equipment changes required on these units will be reported to the Company Emergency Planner. The Company will provide maintenance if required or replacement of the unit, if the entire unit is not repairable.

4. Authorized Use of Grant Funds

The parties hereto agree that the funds and services provided by the Company to Ashtabula County pursuant to this Grant Agreement shall be used only for the Emergency Preparedness activities, as defined in Section 5502.21 of the Ohio Revised Code, and in accordance with 10 CFR Part 50, Appendix E, entitled "Emergency Planning and Preparedness for Production and Utilization Facilities" and NUREG 0654, for the express benefit and for the Ashtabula County protection of the health and safety of the residents in the event of a radiological emergency at PNPP as required by State and Federal Laws and/or regulations. The parties agree that these funds are to be used in a manner consistent with and for only the items included in the proposed budget utilized during the development of this grant. The parties hereto further agree that the specific purposes, functions, or activities for which Ashtabula County shall exclusively use the funds shall be limited to the following:

- a. To provide funding to Ashtabula County for a proportional share of salaries and benefits for those Ashtabula County Emergency Management Agency personnel providing direct support to PNPP, based on time actually devoted to effectuate the plan for Response to Radiological Emergencies at Licensed Nuclear Facilities, also known as the Ashtabula County Radiological Emergency Response Plan (RERP) and in accordance with 10 CFR 50,

Appendix E and with NUREG-0654. Said funding shall be provided for only those hours worked in support of RERP activities.

- b. The funding provided to the Ashtabula County Public Safety Communications Committee is provided to ensure that the member departments supporting the Ashtabula County RERP maintain sufficient personnel trained and adequate communication equipment available to perform their designated function.
- c. To ensure the scheduling, preparation, coordination and the conduct of radiological emergency preparedness training for drills and exercises of the individuals and organizations identified in the training matrix of the Ashtabula County RERP, and in accordance with the lesson plans prescribed in the Ashtabula, Geauga, Lake - Comprehensive Training Program, (AGL-CPT), adopted January 1992 with all subsequent revisions.
- d. To enlist the drill/exercise participation of Ashtabula County organizations identified in the Ashtabula County RERP.
- e. Revise, as required, the Ashtabula County RERP, Agency and Support Staff standard operating guidelines and training materials, emergency public information and evacuation time estimate information, and other supporting materials.
- f. To inventory and up-date as required, the Public and Emergency Worker decontamination kits, Emergency Operation Center kits, and other emergency supplies in accordance with the Ashtabula County RERP.
- g. To participate in the periodic testing of communications systems and equipment, and the Prompt Alert Siren System, as defined in the Ashtabula County RERP.
- h. To distribute the Ashtabula County RERP and Standard Operating Guidelines to the plan holders and support agencies in a timely manner.
- i. To forward required changes of the Ashtabula County RERP to the Ohio Emergency Management Agency (OEMA), Federal Emergency Management Agency (FEMA), and plan holders in accordance with the Ashtabula County RERP, and the applicable state and federal laws or regulations.
- j. To equip, maintain and operate emergency facilities and equipment that would be required for response to an emergency at the PNPP.
- k. To select biennial exercise objectives, and arrange for participation, facility access and use, and the appropriate training of and participation in drills/exercises of organizations represented in the Ashtabula County RERP.

- l. To participate and respond during annual media information initiatives.
- m. To provide RERP training and educational programs to area schools and civic community groups.
- n. To maintain twenty-four hour Notification Procedures (on-call roster) of Ashtabula County Emergency Management Agency support personnel who can respond to an incident at PNPP. Such on-call roster will be updated "as changes occur" or at least quarterly.
- o. To maintain an accurate up-to-date Special Needs and other special notification lists, and to revise in accordance with Ashtabula County RERP. To maintain an accurate up-to-date Industrial Needs notification list, and to revise in accordance with Ashtabula County RERP.
- p. To recruit and train qualified volunteer personnel or County personnel to participate in the Ashtabula County RERP.
- q. To coordinate with the Company Emergency Planner all RERP training activities for the Ashtabula County Emergency Management Agency.
- r. To establish and maintain a database for tracking Ashtabula County RERP action items, commitments and exercise issues or findings.
- s. To coordinate with state, federal agencies and the Company as necessary with respect to equipment specifications, standards and needs for the Ashtabula County RERP.
- t. To provide supplies and materials to support the administrative operations of the Emergency Operations Center such as paper, facsimile/photocopy maintenance, supplies, pens, pencils, staplers, tape, and necessary forms.
- u. To provide Clerical and typing support for the revision of the County RERP, RERP standard operating guidelines, and related documents.
- v. To ensure the requirements of the FEMA Annual Letter of Certification, are met.

5. Planning and Administration of Grant Funds

The parties hereto agree that Ashtabula County shall submit an annual RERP budget of planned expenses to the Company by April 15 of each grant year, in such detail that expenditures are individually identified. The Company's Fleet Emergency Preparedness Manager is designated to approve or disapprove any use of Company Grant Funds for RERP related expenditures as identified in Exhibit 2, RERP Budget of Planned Expenses. Ashtabula County agrees to

notify the Company in writing of any deviations from the approved annual planned budget within five (5) working days of discovery. Any unplanned, unbudgeted cost deviation determined by the Company to be outside of the purposes of the grant agreement shall be borne by Ashtabula County. All expenditures attributed to the grant agreement shall be reviewed by the Company Emergency Planner on a quarterly basis before the release of subsequent quarterly grant payments in accordance with the agreement.

6. Duration and Use of Grant Funds

The parties hereto agree that the Ashtabula County Emergency Management Agency grant funds provided by the Company to Ashtabula County under this Grant Agreement are intended to be and shall be used during the period commencing upon the effective date of this Grant Agreement and continuing up to and including March 31, 2024. In the event any such grant funds are remaining on March 31, 2024, an accounting of such remaining funds shall be provided to the Company and the expending of such remaining funds in subsequent grant periods shall be approved by the Company in accordance with the terms and conditions of this Grant Agreement.

The parties hereto agree that the Ashtabula County-wide Public Safety Communications grant funds provided by the Company to Ashtabula County under this Grant Agreement are intended to be and shall be used during the period commencing upon the effective date of this Grant Agreement and continuing up to and including December 31, 2023. In the event any such grant funds are remaining on December 31, 2023, an accounting of such remaining funds shall be provided to the Company and the expending of such remaining funds in subsequent grant periods shall be approved by the Company in accordance with the terms and conditions of this Grant Agreement. The negotiation for and distribution of these funds among the member departments will be the responsibility of the Ashtabula County Public Communications Committee.

7. Representations and Warranties

Ashtabula County has, by and through consultation among all appropriate members of the Board of Ashtabula County Commissioners and its officers, examined each of the following and by its execution of this Grant Agreement, Ashtabula County does, upon information and belief, represent and warrant to the Company that:

- a. Ashtabula County is duly organized and validly existing under the laws of the jurisdiction of which Ashtabula County is a part and has all requisite power and authority to enter into this Grant Agreement.

- b. A resolution, motion, order or ordinance has been duly adopted, passed or enacted as an official act of the Ashtabula County's governing body, authorizing the execution and delivery of this Grant Agreement by Ashtabula County and authorizing and directing the persons executing this Grant Agreement to do so for and on behalf of Ashtabula County.
- c. This Grant Agreement has been executed and delivered by Ashtabula County, in such manner and form as to comply with all applicable laws to make this Grant Agreement the valid and legally binding act and agreement of Ashtabula County.
- d. There is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist by Ashtabula County, which (i) questions the validity of this Grant Agreement, or any action taken or to be taken under it, or (ii) is likely to result in any material adverse change in the authorities, properties, assets, liabilities or conditions (financial or otherwise) of Ashtabula County which would materially and substantially impair Ashtabula County's ability to perform any of the obligations imposed upon Ashtabula County by this Grant Agreement.
- e. Ashtabula County has obtained, or has reasonable assurances that it will obtain, all federal, state and local government approvals and reviews required by law to be obtained by Ashtabula County to perform its obligations hereunder.
- f. Insofar as the capacity of Ashtabula County to carry out any obligations under this Grant Agreement is concerned, (i) Ashtabula County is not in material violation of any mortgage, indenture, agreement, instrument, judgment, decree, order, statute, rule or regulation, and (ii) the execution and performance of this Grant Agreement will not result in any such violation.
- g. No member, officer, or employee of Ashtabula County, or its designees, or agents, no consultant, no member of the governing body of Ashtabula County or the locality in which the program is situated, and no other public official of Ashtabula County or such locality or localities, who exercises or has exercised any functions or responsibilities with respect to the Ashtabula County RERP during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof with any third-party, for work to be performed in connection with the Ashtabula County RERP, or in any activity, or benefit therefrom, which is a part of the Ashtabula County RERP.

8. Limitation of Liability

Ashtabula County shall include in all contracts with third parties involving the use of grant funds an acknowledgment that the Company shall not be liable to any such third party for the performance or completion of, or the failure to perform or complete, any activities which are a part of Ashtabula County's obligations under the Ashtabula County RERP.

Ashtabula County expressly recognizes that the Company is not, by virtue of this Grant Agreement, assuming any responsibility or liability which would not otherwise exist for the performance or completion of, or the failure to perform or complete, any activities under the Ashtabula County RERP, which have been or should have been performed or completed by Ashtabula County or any third party.

9. Inspection and Review

Ashtabula County intends to deposit the grant funds to be provided under this Grant Agreement into the Ashtabula County Emergency Management Agency Fund (ACEMA) and the Ashtabula County-wide Public Safety Communication Fund (ACPSC). Ashtabula County shall keep and maintain a Grant Agreement Log or other such books, records and documents of the ACEMA fund and ACPSC fund as shall be reasonably necessary to reflect and disclose fully the amount and disposition of any funds provided by the Company to Ashtabula County under this Grant Agreement, said disclosure to be conducted in accordance with this agreement. The Grant Agreement Logs, books, records and documents maintained shall indicate the total cost of the activities paid for, in whole or in part, with such funds, and the amount and nature of all expenditures related to such activities which are supplied or to be supplied by other sources. Grant Agreement Logs, books, records and other documents for the ACEMA Fund and the ACPSC Fund shall be available at the offices of the Board of Commissioners for Ashtabula County, Ohio, for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Company.

10. Rights Not Impaired

No delay or omission of the Company in exercising any right available under this Grant Agreement shall impair any such right or constitute a waiver of any of its rights, or an acquiescence therein.

11. Severability

The invalidity of any section, subsection, clause or provides of this Grant Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions hereof.

12. Entire Agreement

This Grant Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral or written agreements between the parties hereto with respect to subject grant.

13. Amendment of Grant Agreement

This Grant Agreement or any part hereof, may be amended from time to time hereafter only in writing executed by both parties.

14. Disclaimer of Responsibilities

Ashtabula County acknowledges that the obligation of the Company is limited to providing grant funds in the manner and on the terms set forth in this Grant Agreement. Nothing in this Grant Agreement, nor any act of either the Company or Ashtabula County, shall be deemed or construed by either of them, or by third persons, (i) to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, or joint venture, or of any association or relationship whatsoever involving the Company or (ii) except as provided in Paragraph 1 above, to create any rights on the part of Ashtabula County or any third person with respect to the Company or its property.

15. Waiver by the Company

The Company reserves and shall have the exclusive right to waiver, as the sole discretion of the Company, and to the extent permitted by law, any requirement or provision under this Grant Agreement. No act by or on behalf of the Company shall be, or be deemed or construed to be, any waiver of any such requirement or provision, unless the same be in writing, signed by the Company, and expressly stated to constitute such waiver.

16. Notices

All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures, and consents of any kind made pursuant to this Grant Agreement shall be in writing.

- a. Communications to Ashtabula County shall be addressed to the President of the Board of County Commissioners of Ashtabula County, Ohio, at the address of Board of County Commissioners, 25 West Jefferson Street, Jefferson, Ohio 44047-1092 or to such other address as may be furnished by Ashtabula County to the Company. A copy of the communication will be sent to the Director, Emergency Management Agency, 25 West Jefferson Street, Jefferson, Ohio 44047.

- b. Communications to the Company shall be addressed to the, Manager, Fleet Emergency Preparedness, Energy Harbor Nuclear Corp., at the address of 168 East Market Street, Akron, Ohio 44308, or to such other address as may be furnished to Ashtabula County.

17. Effective Date

- a. This Grant Agreement shall, when executed and dated by the parties hereto, constitute an offer by the Company to Ashtabula County to make the within grant and to enter into this Grant Agreement. When delivered to Ashtabula County so executed and dated, the same shall constitute a tender of said offer, which shall be promptly accepted, if at all, by Ashtabula County and which shall not be altered without the Company's approval. The Company may revoke the tender and rescind the offer at any time prior to its acceptance by Ashtabula County, by written notice of the Company to Ashtabula County.
- b. This Grant Agreement shall be deemed to have been accepted, and shall become effective, as of the date this Grant is executed and dated by Ashtabula County.

18. Revocation of Prior Grant Agreements

This Grant Agreement revokes and replaces all prior grant agreements between the Company and Ashtabula County related to emergency planning, emergency preparedness, or the response to potential radiological emergencies at the PNPP. In particular, any obligation of the Company to fund County related activities in the 2020-2021 Grant Agreement shall be null and void unless expressly renewed within the terms of this agreement.

IN WITNESS WHEREOF, the undersigned hereunto set their respective hands the day and year first above written.

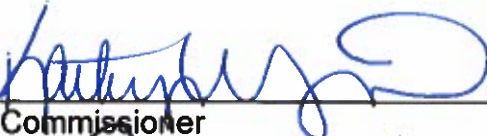
Energy Harbor Nuclear Corp.

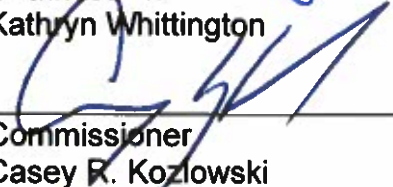


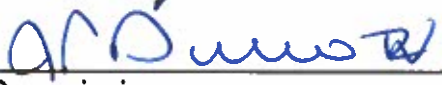
Rod Penfield
Site Vice President, Perry Nuclear Power Plant

12-20-21
_____ Date

**Ashtabula County, Ohio
Board of County Commissioners**


_____ Commissioner
Kathryn Whittington


_____ Commissioner
Casey R. Kozlowski


_____ Commissioner
J.P. Ducro IV

Approved as to form:

Ashtabula County Prosecutor

Date

Rick Giannantonio
Energy Harbor Nuclear Corp. General Counsel

per email 11/4/2021
Date

Exhibit 1

Ashtabula County Annual Training By Ashtabula County	
Ambulance Services	Sheriff's Department
Community Care	Dispatchers
Northwest Ambulance District	Deputies
South Central Ambulance District	Ohio State Highway Patrol
Jefferson Rescue	Nursing Homes
Amateur Radio	Geneva Shores
Care Center Personnel	Geneva Village
(ARC Personnel)	Homestead
Day Care Centers	Manor Home
Ashtabula County Headstart-Geneva	Richwood Residential
Carol's Comer	Rae Anne
Kinder Prep Academy	Walden Residential
First United Methodist	Pine Grove
St. John's Lutheran	Any new additional nursing homes.
A Kids Only Early Learning Center II	UH Geneva
Emergency Operations Center Staff	Geneva State Park
Host Facilities	Camp Koinonia
Ashtabula County NH	Fire Departments
Country Club NH	Ashtabula City
Lake Point Rehab and Nursing	Ashtabula Township
Jefferson Health Care	Conneaut
Andover Village	Geneva City
Ashtabula County MedCen	Geneva-on-the-Lake
UH Conneaut	Harpersfield
Saybrook landing	Saybrook
School Districts	Police Departments
Conneaut	Ashtabula City
Ashtabula County Vo-Ed	Conneaut
Ashtabula DD	Geneva City
Geneva Schools	Geneva-on-the-Lake
Ashtabula City Schools	North Kingsville
Buckeye	
Jefferson Area	

Note: Agencies to be trained will be revised as required and consistent with the Ashtabula RERP.

Ashtabula County Emergency Management Agency
RERP Budget of Planned Expenses
Fiscal Year _____

Salaries and Benefits

Fiscal Year Amount

Salaries by Percentage:

Name
Name
Name

PERS:

Name
Name
Name

Workers Compensation:

Name
Name
Name

Health Insurance:

Name
Name
Name

Medical:

Name
Name
Name

Life Insurance:

Name
Name
Name

Sub-total, Salaries and Benefits

Ashtabula County Emergency Management Agency
RERP Budget of Planned Expenses
Fiscal Year _____

Supplies by Percentage
EOC Kits

Equipment by Percentage

Contract Repairs by Percentage

Travel Expenses

Miscellaneous by Percentage

Subtotal, Other Expenses

Total Budget Proposal (page 1 and page 2)

Emergency Planning Manager

Director Ashtabula County EMA