

GRANT AGREEMENT

This agreement is entered into between the Public Utilities Commission of Ohio (hereinafter referred to as the Commission), located at 180 E. Broad Street, Columbus, Ohio, 43215, and the Applicant identified in Article IX.

Article I - Purpose of the Agreement

The Applicant agrees to:

- a) Use the grant funds exclusively for the purposes for which the grant was awarded and retain all applicable receipts;
- b) Establish and maintain accounting records and reports related to the grant funds to meet state of Ohio audit standards;
- c) Submit any requested reports of activities and expenditures related to the grant activity whether from the Commission or the State Auditor;
- d) Make all records readily available for audit by the Commission or the State Auditor;
- e) Comply with state worker's compensation, equal employment opportunity and hiring laws;
- f) Provide a completed copy of the Transportation Commodity Survey to the PUCO, if applicable.

Article II - Work to be Performed

The Applicant shall, in a satisfactory manner as determined by the Commission, perform the activities described in its Hazardous Materials Grants application as approved by Commission Entry in Case No. 22-109-TR-UNC.

Article III - Schedule of Reimbursement

The Commission agrees to make available to the Applicant a sum of money not to exceed that identified in the Commission's Entry in Case No. 22-109-TR-UNC under the terms and conditions described therein. All moneys granted to the Applicant under this Agreement, including interest income from the deposit of said moneys, if any, are to be used solely for the express purpose set forth in Applicant's application for grant. In no event shall said moneys be used for any other purpose than that described in this Agreement. The Applicant shall not pledge said moneys as security for any other loan or debt of any kind other than that described in this

Agreement. If said money and interest income is not so used, it shall be returned to the Commission. In the event that the total amount of the grant exceeds the cost of the project during the term of this Agreement, the remaining moneys shall be returned to the Commission.

All expenses must be incurred prior to June 30, 2023 and all invoices for said expenses must be received by the Commission no later than September 30, 2023. EXPENSES MUST FIRST BE INCURRED AND PAID BY THE APPLICANT PRIOR TO SUBMITTING TO THE COMMISSION A REQUEST FOR REIMBURSEMENT. ALL EXPENSES MUST BE PROPERLY DOCUMENTED WITH VENDORS' BILLS, PURCHASE ORDERS, COPIES OF CANCELED CHECKS, OR OTHER EVIDENCE OF PAYMENT AS REQUIRED BY THE COMMISSION. ALL REQUESTS FOR REIMBURSEMENT MUST BE ACCOMPANIED BY SUPPORTING DOCUMENTATION, INCLUDING INVOICES FROM VENDORS, PURCHASE ORDERS, CANCELED COPIES OF CHECKS MADE PAYABLE TO VENDORS, LISTS OF COURSE PARTICIPANTS, AND A PUCO EXPENSE SUMMARY SHEET FOR EACH COURSE.

Article IV - Termination

The Commission may immediately, by giving reasonable written notice specifying the effective date, terminate this Agreement in whole or in part for cause, which shall include but not be limited to: (1) failure, for any reason, of the Applicant to fulfill in a timely and proper manner its obligations under this Agreement or other agreements entered into between the parties hereto, including compliance with the approved program and any and all statutes, Executive Orders, regulations, directives, guidelines, plans or other requirements as may become generally applicable at any time; (2) submission by the Applicant to the Commission of reports that are incorrect, incomplete or misleading in any material respect; or (3) ineffective or improper use of funds provided under this Agreement. The Commission may voluntarily terminate this Agreement or decrease the maximum amount payable under this Agreement upon thirty (30) days written notice to the Applicant. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by the Applicant under this Agreement shall be disposed of according to Commission directives, and the Applicant shall be entitled to compensation for any not reimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.

The Applicant shall incur no new obligations related to the grant activity after the date of the termination of this Agreement and shall cancel all outstanding obligations related to the grant activity within a reasonable time. In the case of a partial termination, the Applicant shall incur no obligations other than those specifically identified in the contract governing the partial termination. Notwithstanding any of the provisions of this Article, the Applicant shall not be relieved of its responsibility for damages sustained by the Commission by virtue of any breach of contract by the Applicant, and the Commission may withhold any reimbursement to the Applicant for the purpose of set-off until such time as the exact amount of damages due the Commission from the Applicant is agreed upon or otherwise determined.

Article V - Limitation on Expenditure of Program Funds

All expenses incurred or obligated for the approved program must be supported by approved signed contracts, purchase orders, requisitions, bills or other evidence of payment consistent with the Applicant's established procurement procedures. The Applicant shall require delivery before payment is made for purchased goods, equipment or services, unless the Applicant obtains satisfactory security from the vendor for payment made. The Commission shall determine the disposition of any and all program assets upon the termination of this Agreement.

Article VI - Responsibility for Claims

The Applicant agrees to hold the Commission harmless from any and all liabilities or claims caused by or resulting from Applicant's performance of the obligations or activities in furtherance of work described herein. The Applicant will reimburse the Commission for any judgments which may be obtained against the Commission resulting from the work hereunder or the use of any work product of the Applicant, including judgments for infringement of patents or copyrights. The Applicant agrees to defend against any such claims or legal actions if called upon by the Commission to do so. The Applicant acknowledges that this Agreement involves the use of state funds and as such are subject to audit by the State Auditor. The Applicant shall fully indemnify the Commission for any costs of the Applicant which are disallowed by the State Auditor and which must be refunded there to by the Commission.

Article VII - Construction, Severability

This Agreement shall be construed, interpreted, and the rights of the parties determined in accordance with the laws of the State of Ohio. A determination that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part thereof, except to the extent that such other part is wholly dependent for its operation upon the part so declared invalid. This Agreement shall not be deemed to include article headings which are inserted for convenience only.

Article VIII - Non-Appropriation and OBM Certification

Performance by the Commission under this agreement may be dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with Section 126.07 of the Ohio Revised Code, it is understood that the Commission's funds are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of the Commission.

Article IX - Miscellaneous Provisions

Any reporting or communication under this Agreement shall be given or delivered to:

- a) In the case of the Commission is addressed to or delivered personally to:

Public Utilities Commission of Ohio
Attn: Hazardous Materials Training Grants
180 East Broad Street, 4th Floor
Columbus, OH 43215-3793

HazMatGrants@puco.ohio.gov

- b) In the case of the Applicant to:

Representative Name: _____
Address: _____
Address (continued): _____
E-Mail: _____
Telephone: _____

Article X - Disclaimer of Personal Liability

It is hereby agreed that no signatory of the Commission or State of Ohio shall be held personally liable for any act, service or pecuniary amount due under or as a result of this Contract notwithstanding any statute, rule of law or understanding the contrary.

Article XI - Entire Agreement

This Agreement, when signed by the Commission and the Applicant, constitutes the full and complete understanding of all parties and may not be in any manner interpreted or fulfilled in contradiction of its expressed terms as provided herein.

In witness whereof, the Commission and the Applicant have executed this Agreement as of the date below:

Article XII - Counterparts; Facsimile or .pdf Signatures

This Agreement may be executed in any number of counterparts (including by facsimile, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document), all of which

will be one and the same agreement. This Agreement will become effective when each party to this Agreement will have received counterparts signed by all of the other parties.

Article XIII – Effectiveness of Agreement

As a precondition of submitting its application for a Hazardous Materials Grant, the Applicant agrees to be bound by the terms and conditions described in this Agreement if awarded a grant by the Commission. However, such terms and conditions shall not be binding on the Applicant until such time as the proposal submitted by the Applicant is approved by Commission Entry in Case No. 22-109-TR-UNC.

If the proposal submitted by the Applicant is not approved by Commission Entry in Case No. 22-109-TR-UNC or the Applicant declines to accept grant funds, this Agreement shall be null and void.

ACCEPTED BY:

For the Applicant:

For the Public Utilities Commission of Ohio:

(Signature)

(Signature)

Name _____

Chairman

Title _____

Date _____

Date _____