ORDINANCE NO.: 2026-71

INTRODUCED BY: CHRIS BERGER

FIRST READING October 05, 2026
SECOND READING OCTOBER 22, 2026
THIRD READING Nov 2, 2026

ORDINANCE APPROVING THE OHIO ENVIRONMENTAL PROTECTION AGENCY STRATEGIC INITIATIVES' FUND H2OHIO RIVERS INITIATIVE: CHLORIDE REDUCTION GRANT AGREEMENT WITH THE VILLAGE OF SOUTH RUSSELL FOR GRANT FUNDS IN THE AMOUNT OF $74,150.00, AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AGREEMENT ON BEHALF OF THE VILLAGE, AND DECLARING AN EMERGENCY.

WHEREAS, the Street Commissioner for the Village of South Russell submitted a grant application to the Ohio Environmental Protection Agency ("OEPA") for available grant funds through the OEPA's Strategic Initiatives' Fund H2Ohio Rivers Initiative: Chloride Reduction for equipment ("Equipment"), which Equipment will likely assist the Village in reducing chloride pollution caused by road salt entering waterways; and

WHEREAS, OEPA has awarded the Village a grant for such Equipment in the amount of $74,150.00 of grant funds pursuant to the terms and conditions of the OEPA's Strategic Initiatives' Fund H2Ohio Rivers Initiative: Chloride Reduction Grant Agreement ("Grant Agreement"), attached hereto and incorporated herein by reference as **Attachment 1**; and

WHEREAS, Council for the Village of South Russell desires to approve the Grant Agreement with the OEPA.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of South Russell, Geauga County, Ohio that:

SECTION 1. The Grant Agreement between the OEPA and the Village of South Russell for the Equipment is hereby approved pursuant to the terms and conditions in the Grant Agreement attached hereto as **Attachment 1**.

SECTION 2. The Mayor is hereby authorized to execute the Grant Agreement on behalf of the Village.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

SECTION 4. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and for the further reason to enable the Village to use the Grant to purchase the Equipment for the upcoming winter season with inclement weather wherefore, provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor.

William A. Keane
Mayor – Presiding Officer

ATTEST:

Danielle Romanowski
Fiscal Officer

I certify that Ordinance No. 2026-71 was duly enacted on the 2ND day of NOVEMBER, 2026, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.

Danielle Romanowski
Fiscal Officer

Environmental Protection Agency

H2Ohio

Award Summary

2027 H2Ohio Rivers Initiative Grant in Partnership with OWDA

Project Title	H2Ohio River Initiative Chloride Reduction - Equipment
Grant ID	27H2OSALT-48
Project Start Date	September 1, 2026
Project Closing Date	August 31, 2027
Grantee	Village Of South Russell 5205 Chillicothe rd South Russell, OH 44022
Project Representative	Timothy Young 5205 Chillicothe rd South Russell, OH 44022 440-338-3891 Streets@southrusell.com
Grantor	Ohio Environmental Protection Agency P.O. Box 1049 Columbus, Ohio 43216-1049
Grant Coordinator	Dawn Deojay Division of Surface Water Ohio Environmental Protection Agency P.O. Box 1049 Columbus, Ohio 43216-1049 DSWGrants@epa.ohio.gov
Grant Award	**$74,150.00**
Project County	Geauga

OHIO ENVIRONMENTAL PROTECTION AGENCY
STRATEGIC INITIATIVES' FUND H2OHIO RIVERS INITIATIVE:
CHLORIDE REDUCTION GRANT AGREEMENT

PREAMBLE

This H2Ohio Rivers Initiative: Chloride Reduction State Grant ("Grant") Award Agreement ("Agreement") for the award identified in the Award Summary affixed to the front of this Agreement, is entered into by and between the Executive Director of the Ohio Water Development Authority (hereinafter referred to as OWDA), the Director of Environmental Protection ("Director") on behalf of the Ohio Environmental Protection Agency ("Ohio EPA" or "Grantor") and Grantee identified in the Award Summary. This Agreement establishes the duties and obligations of Ohio EPA and Grantee (with Ohio EPA and Grantee together referred to as "the parties"). OWDA and Ohio EPA are hereinafter referred to collectively as the State.

WITNESSETH THAT:

WHEREAS Ohio Revised Code Section 126.60 established the H2Ohio Fund for the purpose of 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 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 **OWDA** Board has approved on December 11, 2025 the projects presented to the Board for an allocation from the OWDA's Strategic Initiatives' Fund for the funding of additional projects meeting the intent of ORC section 126.60.

WHEREAS the Director of Ohio EPA has determined that **Grantee's 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, for purposes of this Grant Award, "Eligible Project Costs" may be reimbursed out of this Grant from the Strategic Initiative's Fund in an amount not to exceed **$74,150.00**, are also depicted in Exhibit 1, which shall be fully incorporated by reference into this Grant Agreement as Exhibit 1.

WHEREAS Ohio EPA and OWDA have entered into an Interagency Agreement for the purpose of funding projects for the purposes specified in ORC Section 126.60, which includes the funds made available under this Grant Award.

NOW THEREFORE, in consideration of the mutual covenants and stipulations set forth in this Agreement, the Parties agree as follows:

ARTICLE I
Award

1. **(Award)** Pursuant to the terms and conditions of this Agreement, the State hereby awards a grant in the amount identified in the Award Summary as "award monies" to Grantee, which award monies shall constitute the sole and exclusive consideration offered or furnished by the State for the performance of duties and obligations by Grantee.

ARTICLE II
Designees / Communications

2. **(Grantee's Designee)** Grantee shall coordinate all work with the State through Grantee's designee, who shall be known as the "Project Contact," who shall have the authority to represent Grantee in the performance of its duties and obligations under this Agreement. The initial Project Contact shall be the person identified as such in the Award Summary. Grantee may designate different Project Contacts by providing written notification to the "Grant Coordinator".

3. **(Director's Designee**) Ohio EPA shall coordinate all work with Grantee through the Director, Chief of Ohio EPA's Division of Surface Water, or his or her designee, which designee shall be known as the "Grant Coordinator," who shall have the authority to evaluate Grantee's performance under this Agreement and provide the necessary determinations, resolutions, revisions, approvals, or denials required by this Agreement. Given Ohio EPA's responsibilities under state law with respect to the work performed and award monies administered, Ohio EPA shall be the sole judge as to the adequacy of the work and its conformity to the terms and conditions of this Agreement. Any questions or dispute regarding the duties and obligations of Grantee shall be resolved by the Grant Coordinator. The initial Grant Coordinator shall be the person identified as "Grant Coordinator" in the Award Summary. The Director, through the Division of Surface Water, may designate different Grant Coordinators by providing written notification to the Project Contact.

4. **(Communications)** Except as provided elsewhere in this Agreement or as may be required by the Grant Coordinator, all notifications, requests, submittals, consents, payment requests or other communications to the Project Contact or the Grant Coordinator shall be by electronic communications compatible with that used by the State. All such communications shall be effective upon the date of receipt by the addressed person.

5. **(Publications, Documents, Software, Events, and the Like) RESERVED**

ARTICLE III
Dates / Performance

6. **(Effective and Project Closure Dates)**

a. This Agreement shall be effective and binding upon the parties on the date the last required signature is affixed to this Agreement, consistent with the provisions of this Agreement.

b. The project's scope of work, work plan or comparable activities or tasks are identified in an attachment(s) to this Agreement and shall be completed within one year of the effective date of this Agreement ("Project Closure Date"). Notwithstanding the Project Closure Date, the last quarterly fiscal and semiannual technical reports, responses to evaluations, and Closing Report shall be submitted by the dates set forth in this Agreement, or as may be revised by the Grant Coordinator. The Project Closure Date shall not be extended except upon a written, signed consent by the Project Contact and the Grant Coordinator. Any such consent shall occur before the Project Closure Date. The State shall have no responsibility to provide financial assistance to Grantee for work performed outside of the terms of this Agreement.

7. **(Performance)**

a. Grantee and subcontractors, if any, and their respective agents, servants and employees, shall fulfill the terms of this Agreement as independent contractors and neither Grantee and subcontractors, if any, nor their respective agents, servants or employees, shall at any time, or for any purpose, be considered as agents, servants or employees of the State, and as such, are not public employees for the purposes of R.C. Chapter 145 based solely on being a party or participant to this Agreement.

b. Grantee shall be solely responsible for the hiring of all its employees and for all of Grantee's business expenses related to this Agreement, including, but not limited to, computers, internet access, software, phone services and office space, and shall also be responsible for the required licenses, permits, employees' wages and salaries, benefits, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

c. Grantee shall be solely responsible for ensuring the performance of and/or compliance with its duties and obligations arising under this Agreement and shall successfully perform and complete the work, activities, and requirements set forth in this Agreement. Grantee may subcontract its duties and obligations, as used in this Agreement; subcontracting shall include, but not be limited to, lower-tier covered transactions and contracting with consultants. Grantee shall bind its subcontractors to the terms and conditions of this Agreement and shall not agree to any provision which seeks to bind the State to terms inconsistent with, or at variance from, this Agreement.

d. The State may, from time to time, communicate specific instructions and requests to Grantee concerning the performance of the work described in this Agreement. Upon such notice and within ten (10) days after receipt of instructions, unless a different period is specified in such notice, Grantee shall comply with such instructions and fulfill such requests to the State's satisfaction. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested and to ensure satisfactory completion of the work described in this Agreement, and that the management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with Grantee.

e. All provisions of this Agreement shall inure to the benefit of and be binding upon, the parties and their respective agents, successors, and assigns; provided, neither party may assign, delegate, or transfer any of its respective duties, rights, and obligations hereunder, in whole or in part, without the prior written, signed consent of the other. No assignment, delegation or transfer shall operate to release Grantee from its liability for the performance of its duties and obligations under this Agreement. No party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent. Any assignment, delegation, or transfer not consented to may, at the sole discretion of the State, be deemed void.

f. The State enters into this Agreement in reliance upon Grantee's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Grantee agrees, warrants and represents that it possesses the necessary expertise and experience and that all persons involved in Grantee's performance of work under this Agreement are properly qualified, trained, competent and experienced, and possess the required licenses, permits, certifications and registrations necessary to lawfully provide and perform the services. Where applicable, such persons are appropriately medically monitored during the activities undertaken. The State shall not be required to provide any training or hire, supervise, or pay any assistants to the Grantee to perform or enable the Grantee to perform services required under this Agreement. As used in this Agreement, the terms "tasks," "services," and "work" may be read interchangeably if the sense requires.

g. If monitoring and environmental analysis activities are funded under this grant, Grantee shall submit a Quality Assurance Project Plan ("QAPP") to the Grant Coordinator within ninety (90) days after the effective date of this Agreement unless an extension request has been submitted by the Grantee and approved by the Grant Coordinator. Failure to provide a QAPP within the prescribed period may delay the processing of payment requests. Monitoring and analysis activities commenced under this Agreement prior to the submittal and approval of the QAPP by the Grant Coordinator may be ineligible for reimbursement.

ARTICLE IV
Fiscal

8. **(Availability of Award monies)** It is expressly understood by Grantee that none of the rights, duties, and obligations described in this Agreement will be binding on either party until all statutory provisions under the Ohio Revised Code and procedural requirements under OWDA's bylaws have been complied with. Moreover, no act by OWDA's Board is considered binding upon or a restriction upon a future OWDA Board. If at any time sufficient funds are not available or appropriated to continue funding any payment due under this Agreement, this Agreement will terminate for just cause.

9. **(OhioPays Registration Requirement)** The Grantee shall register with the State of Ohio as a Supplier through the Ohio Shared Services OhioPays system and shall maintain an active OhioPays account for the duration of this Agreement. The Grantee must complete all steps required by Ohio Shared Services to obtain a valid State of Ohio Payee ("Supplier") ID, including submission of all required organizational and payment information. The Grantee shall provide their Payee ID to the Grantor within 35 days of receiving the executed agreement. No payment—whether advance, reimbursement, or final—shall be issued under this Agreement until the Grantee has an active and verified OhioPays account. Failure to establish or maintain an active OhioPays account may constitute noncompliance with this Agreement and delay or prevent payment.

10. **(Expenditures / Payments / Costs)**

    a. Expenditures of award monies shall be pursuant to this Agreement, with Grantee to employ its own procurement procedure, provided said procedures comply with applicable state law and rules.

    b. Unless revised by the Grant Coordinator and/or set forth in an attachment to this Agreement, once each calendar quarter (3 months), Grantee shall submit invoices (also referred to as "payment requests") for the actual expenses incurred in the performance of this Agreement, in accordance with the project dates provided in an attachment to this Agreement and on forms provided by the State.

    c. Pursuant to Ohio Adm.Code 126-3-01, a payment request is not proper if it contains a defect or impropriety. A payment request shall include, but not be limited to:

        i. Grantee's name, address, and federal employer identification number (or other appropriate identification),

        ii. Purchase Order number, which authorizes the purchase of services, a description of the services performed, and total hours worked,

        iii. Signature of Grantee's Chief Fiscal Officer or comparable official, certifying that to the best of his/her knowledge and belief, the information contained in the payment request is correct, all expenditures support the work described, the requested is valid, and the work performed is consistent and compliant with this Agreement, and

iv. A description and itemized costs, and date of the work performed, with sufficient detail for review and verification, and such other information as required by the Grant Coordinator.

d. Upon receipt of a proper payment request and approval of such request by the Grant Coordinator, a voucher for payment will be processed. The Grant Coordinator shall notify Grantee of any defect or impropriety of a payment request.

11. **(Payment Restrictions)** Unless revised by the Grant Coordinator and/or as set forth in an attachment to this Agreement, the first payment shall not be requested or paid until this Agreement is effective and Grantee has completed at least one quarter of work. The first and subsequent payments shall not be made until the State determines that Grantee has demonstrated satisfactory progress in compliance with this Agreement, as demonstrated by the quarterly progress reports required under this Agreement, and upon submittal of a proper payment request form with authorized signature and certification. The final payment under this Agreement shall only be made upon satisfactory completion of the project and submission to the State of an approvable closing report, including a final proper payment request with authorized signature and certification.

12. **(Reserved)**

13. **Expenditures Prior to Effective Date of this Agreement)** Grantee may, at its own risk, incur allowable, allocable, and reasonable costs prior to the effective date of this Agreement, but after the Project Start Date, provided such costs are pursuant to and consistent with this Agreement. Prior to the effective date of this Agreement, no prior approvals by the State shall be given. As used herein, Project Start Date means the date specified in the Award Summary. Work performed before the Project Start Date shall not be reimbursed or provided with financial assistance.

14. **(Eligible and Ineligible Costs Reimbursement)** The Grant Coordinator shall determine whether costs are eligible for reimbursement. Costs eligible for reimbursement are:

a. Live Edge/Articulated Blades,

b. Calibration/Salt Spreader Control Systems/ GPS Tracking/Monitoring Systems/Road Temperature Sensors,

c. Upgraded Salt Spreader(s) to Allow Calibration/Control System/GPS Tracking or Monitoring Systems,

d. Brine Mixers, brine tanks,

e. Brine Application Equipment,

f. Equipment Rinse and Rinse Collection for Recycling,

g. Sweeper for Cleaning Salt from Exterior Loading Areas,

h. Conductivity Meters (for water monitoring), and

i. Salt Storage (eliminates exposure of salt to rainwater and/or runoff and overburdened storage)

   i. Improving salt storage and loading areas (e.g., berms, poured concrete, or covered loading areas),
   ii. Structural facility improvements (e.g., repair or replacement of existing facilities to address leakage, or to prevent runoff from entering the storage shed), and

   ii. Permanent salt storage facility or covers.

Costs ineligible for reimbursement include personnel or any administrative costs.

15. **(Separate Accounting)** All award monies received and expenditures made under this Agreement shall be accounted for separately from other revenues received and expenditures made by Grantee and shall not be commingled with other funds. Records shall be kept consistent with generally accepted accounting practices ("GAAP").

16. **(Supporting Records)** Grantee shall be responsible for the receipt and expenditure of award monies and for maintaining adequate supporting records and documentation for award monies received and expenditures made, consistent with GAAP. Support records and documentation, which shall include agreements, contracts, invoices, vouchers, personnel time accounting records, purchase receipts, and other data as appropriate, shall provide:

   a. An accurate, current, and complete accounting of all financial transactions for services performed or entered into under this Agreement,

   b. Identification of the source and expenditure of award monies,

   c. Control and accountability for all award monies, property, and other assets, and written assurance that award monies are used solely for the authorized purpose and are eligible costs,

   d. A comparison of actual costs versus budgeted costs,

   e. Procedures for determining eligible costs,

   f. A systematic method to resolve audit findings and recommendations.

17. **(Record Retention)** In a manner consistent with GAAP, Grantee shall keep full and complete documentation of all fiscal accounting and any other record or document required by this Agreement on file for five (5) years after the Project Closure Date, or as such date may be renewed or extended, provided that if any litigation, claim, or audit is instituted before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Documentation supporting fiscal accounting shall be filed in a manner allowing for the documentation to be readily located.

18. **(Access to Records)** During the term of this Agreement and until five (5) years after the Project Closure Date or as extended pursuant to Agreement, Grantee shall provide the State of Ohio, their duly authorized representatives or any person, agency or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine and copy, or if requested, shall submit to the State within two (2) weeks following a written request, any books, documents, papers and records of Grantee involving transactions or other activities related to this Agreement.

19. **(Audit)**

    a. The State of Ohio, or their duly authorized representatives, shall have the right to audit Grantee's financial records, and to take such other action as is necessary to verify the accuracy of those financial records.

    b. Grantee shall resolve audit findings, including the preparation of a corrective action plan, and comply with any decision issued by the State, and follow up on such findings as directed.

20. **(Evaluations)** The Grant Coordinator shall evaluate the project to determine if sufficient progress is being made by examining the performance required under this Agreement in conjunction with the milestone dates, the time remaining for performance within the project period, the availability of award monies necessary to complete the project, and such other criteria as the Grant Coordinator deems relevant. After any evaluation, the Grant Coordinator may transmit to Grantee a written evaluation report and may require responses from Grantee. If responses are required, Grantee shall respond in writing within thirty (30) days of its receipt of the evaluation report. Failure to respond within thirty (30) days may result in delayed processing of payment requests.

21. **(Quarterly Fiscal and Technical Reports)** Unless otherwise notified in writing by the Grant Coordinator or as set forth in an attachment to this Agreement, Grantee shall submit quarterly fiscal and technical reports, both with required original signatures and certifications, summarizing project activities before the thirtieth (30th) day following the quarter. Grantee shall use the most recent reporting format provided by the State, which may include online computerized reporting in a program to be determined by the State. Failure to submit required reports will result in delayed processing of payment requests and may constitute grounds for suspension or termination of this Agreement.

22. **(Closing Report)** Unless otherwise notified in writing by the Grant Coordinator or as set forth in an attachment to this Agreement, closing fiscal summary and technical reports (together referred to as "Closing Report") shall describe all fiscal and technical activities and accomplishments during the term of this Agreement. The Closing Report shall integrate and add to all previously submitted fiscal and technical reports, use the most recent reporting format provided by Ohio EPA, and shall be submitted within forty-five (45) days after the Project Closure Date or such renewed or extended date.

ARTICLE V
Suspension or Termination

23. **(Suspension or Termination)** The State, by providing written notice to Grantee, may immediately suspend or terminate this Agreement and any obligations incidental thereto, in whole or in part, and require total or partial refund of any award monies provided under this Agreement, including interest which may have accrued on such monies, if in the State's judgment:

    a. Grantee failed to comply with or satisfactorily perform any duty or obligation required by this Agreement,

    b. Grantee has not shown the ability to perform in a satisfactory manner in the future, including but not limited to, failure to ensure reasonable completion of the project within the project period,

    c. Grantee has not complied with state laws or rules,

    d. Satisfactory performance of this Agreement is substantially endangered,

    e. There is an unavailability of funds from the State's funding source, whether an appropriation or otherwise; or

    f. Upon other just cause.

24. **(Cessation of Work/Report)** Grantee upon receipt of a notice of suspension or termination shall immediately cease work on the suspended or terminated activities and take all necessary and appropriate steps to limit expenditures and minimize costs, and shall within thirty (30) days of receipt of such suspension or termination notice, submit a written report that identifies and details the work performed to that date, accomplishments, evaluation of project activities, and such other matters as may be required by the State.

25. **(Payment of Services)** Grantee shall be reimbursed for eligible cost incurred and uncancelable commitments for activities related to the work plan up to the date Grantee received notice of suspension or termination, less any payments previously received, provided Grantee has supported such payment requests with detailed factual data identifying services performed and hours worked. In the event of suspension or termination, any payments made by the State for which Grantee has not rendered services or cannot support such payment with detailed factual data shall be returned to the State.

26. **(Waiver of Additional Compensation)** Grantee agrees to waive any right to, and shall make no claim for, additional compensation against the State by reason of such suspension or termination.

27. **(Termination of Agreement by Grantee)** Grantee may terminate this Agreement upon receipt by the State of thirty (30) days prior written notice, whereupon termination shall be administered as if commenced by the State.

28. **(Mutual Termination)** Upon mutual written, signed consent of the parties, this Agreement may be terminated, in whole or in part, pursuant to the provisions of said mutual consent. Grantee shall submit a request for payment, which shall be reviewed pursuant to this Agreement.

29. **(Legal and Equitable Remedies)** The State reserves the right to seek any and all other legal and equitable remedies.

ARTICLE VI
Liability

33. **(Liability)**

a. Each party agrees to be responsible for any and all claims for injury or damages arising from this Agreement which are attributable to its own actions or omissions or those of its trustees, officers, agents, employees, suppliers, third parties utilized by Grantee, subcontractors, or joint venturers, while acting under this Agreement, as determined by a court of competent jurisdiction. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters, and any claims involving patents, copyrights, and trademarks.

b. Neither party shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, as determined by a court of competent jurisdiction. Each party shall seek its own legal counsel and bear its own cost, including judgments, in any litigation that may arise from the performance of this Agreement.

c. Notwithstanding any other term or condition in this Agreement, the State's liability to Grantee for damages, whether in contract or in tort, shall not exceed the amount of award monies earned to date under this Agreement or the amount of direct damages incurred by Grantee, whichever is less. Grantee's sole and exclusive remedies for the State's or the State's employee's failure to perform under this Agreement shall be as set forth in this paragraph. In no event shall the State or the State's employee be liable to Grantee for any indirect or consequential, incidental, special, or punitive damages, including, but not limited to, loss of profits, even if the State or the State's employee had been advised or knew or should have known of the possibility of such damages. Notwithstanding any language to the contrary, Grantee shall be liable for any personal injury or damage to real property or tangible personal property, caused by its or its agents, successors or assign's fault or negligence. The State is hereby released from any and all liability for injury received by Grantee, its agents, successors, or assigns while performing tasks, duties, and obligations set forth in this Agreement.

ARTICLE VII
Debarment

34. **(Debarment)** Grantee hereby certifies, affirmatively represents and warrants that Grantee and its principals are not excluded or disqualified from consideration of state awards by the Director of the Department of Administrative Services pursuant to R.C. 153.02 or 125.25, and should this certification, representation and warranty be found to be false, this Agreement is void *ab initio* and any award monies provided to Grantee pursuant to this Agreement shall be immediately repaid to the State and an action may be immediately commenced by the State of Ohio for recovery of said monies.

ARTICLE VIII
Agreement

35. **(Agreement)** This Agreement contains the entire agreement between the parties and supersedes all other agreements, oral or written, between the parties with respect to the subject matter herein. Except as otherwise specified in this Agreement, this Agreement may not be modified, amended, or supplemented, or rights herein waived, except upon written, signed consent by the parties, provided that any such modification, amendment, supplementation, or waiver shall comply with and be subject to any statutory or regulatory requirements placed upon the State's authority to enter into agreements. The provisions of this Agreement are severable and independent, and if any provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

36. **(Headings)** Headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

37. **(Controlling Law/Jurisdiction)** This Agreement and the rights of the parties shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Grantee hereby irrevocably consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

38. **(Current Version and Incorporation by Reference)** Where this Agreement references or cites to a state or federal law, statute, rule or regulation where compliance is to be achieved, such law, statute, rule, or regulation is hereby incorporation by reference as if fully rewritten herein as it exists at the effective date of this Agreement and as such law, statute, rule, or regulation, may from time to time be amended during the term of this Agreement. All documents that are affixed or attached to this Agreement are hereby incorporated by reference into this Agreement as if fully rewritten herein.

ARTICLE IX
Executive Orders

39. **(Executive Orders)**

a. Pursuant to State of Ohio Executive Order Nos. 2008-12S and 2008-13S, Grantee shall make a good-faith effort to purchase from Ohio companies and from Minority Business Enterprise (MBE) and Encouraging Diversity, Growth and Equity (EDGE) program vendors the goods and services acquired under this Agreement.

b. Grantee affirms to have read and understands Executive Orders 2019-12D and 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 invest in Russian institutions and companies. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services

Grantee 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 to the State in this Agreement.

c. Grantee affirms, understands, and agrees to disclose the principal location of business for the Grantee and subcontractors who are supplying services and immediately notify the State of any change or shift in the location(s) of services performed by Grantee or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that are outside of the United States.

d. If Grantee or any of its subcontractors perform services under this Agreement outside the United States, or purchase services from or investments in Russian institutions and companies, the performance of such services, purchase, or investments shall be treated as a material breach of this Agreement. The State is not obligated to pay and shall not pay for such services, purchases, or investments. If Grantee or any of its subcontractors perform any such services, purchases, or investments, Grantee shall immediately return to the State all funds paid for those services, purchases, or investments. The State may also recover from Grantee all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of Grantee performing services outside the United States or purchases of services from or investments in Russian institutions and companies.

e. The State, in its sole discretion, may provide written notice to Grantee of a breach and permit Grantee to cure the breach. Such cure period shall be no longer than twenty-one (21) calendar days. During the cure period, the State may buy substitute services from a third party and recover from Grantee any costs associated with acquiring those substitute services.

f. Notwithstanding the State permitting a period of time to cure the breach or Grantee's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement, including but not limited to recovery of funds paid for services Grantee performed outside the United States.

ARTICLE X
Prohibitions / Compliance

40. **(Contracts to Perform Substantially Identical Work)** Grantee certifies, represents, and warrants that it has not entered into, nor shall it enter into, other contracts or agreements without prior written approval of the State to perform substantially identical work for the State of Ohio, such that the product contemplated hereunder duplicates the work called for by the other contracts or agreements.

41. **(Nondiscrimination / Written Affirmative Action Plan)**

a. Pursuant to R.C. 125.111 and 4112.02, Grantee, its employees, and any person acting on behalf of Grantee shall not discriminate, by reason of race,

color, religion, military status, sex, age, ancestry, national origin, or disability against any citizen of this State in the employment of any person qualified and available to perform the work under this Agreement, nor shall in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, military status, sex, age, ancestry, national origin, or disability.

b. R.C. 125.111(B) provides that all contractors from whom the state or any of its political subdivisions make purchases shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in R.C. 122.71(E)(1). Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the Equal Employment Opportunity Office of the Department of Administrative Services. Grantee affirms that it has read and understands the aforementioned Revised Code sections and if applicable, shall abide therewith in the performance of this Agreement.

42. **(Human Trafficking)** Grantee and any person acting on behalf of Grantee shall not engage in human trafficking; procure a commercial sex act or use forced labor in the performance of this Agreement.

43. **(Smoke Free and Drug-Free Workplaces)** Grantee shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

44. **(Statutory Conflicts / Contributions / Soliciting Donations / Self Promotion)**

a. It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if this Agreement would be or conflicts with R.C. 3517.13, R.C. 127.16, or R.C. Chapter 102.

b. Pursuant to its standard operating procedures and a due diligence inquiry, Grantee hereby certifies, to the best of its knowledge, that Grantee, its partners, officers, directors, shareholders, or spouses of any such person have not made contributions in excess of the limitations specified in R.C. 3517.13.

c. Grantee shall not use any award monies to solicit donations or memberships to Grantee's organization. Use of or reference to this Agreement, or the existence thereof, by Grantee to promote the business of Grantee is prohibited, unless otherwise consented to in writing by the Grant Coordinator.

d. No personnel of Grantee or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the 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 said work and the end of this Agreement, acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his / her functions and responsibilities with respect to said work.

e. Any person who acquires, whether voluntarily or involuntarily, an incompatible or conflicting personal interest, in contravention of this paragraph shall immediately disclose said interest to the Grant Coordinator in writing. Thereafter, said person shall not participate in any action affecting the work under this Agreement, unless the Grant Coordinator determines that, in light of the personal interest disclosed, participation in any such action would not be contrary to the public interest.

f. Grantee certifies, represents, and warrants that Grantee and those employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws. Grantee further certifies, represents, and warrants that in the performance of this Agreement, Grantee shall at all relevant times comply with R.C. 102.04, and ensure that Grantee's employees comply with said Statute.

g. In the performance of this Agreement, any of the persons enumerated in the above paragraph who are not in compliance with R.C. 102.04 shall immediately disclose said noncompliance to the Grant Coordinator in writing. Thereafter, such person(s) shall not participate in any action affecting any work under this Agreement.

45. **(Lobbying)** Grantee shall not use any award monies to support any political campaign for elective office, support attempts to lobby legislation before a legislative body or administrative agency, engage in lobbying of the federal, state, or local government or in litigation against the State of Ohio or United States unless authorized by law. Lobbying Activity Forms may be attached to this Agreement.

46. **(Certification Against Unresolved Findings for Recovery)** Grantee represents and warrants that it is not subject to an unresolved finding for recovery under R.C. 9.24. If this warranty is deemed to be false, this Agreement shall be void *ab initio* and Grantee shall immediately repay to the State any award monies paid under this Agreement.

47. **(Compliance / Assistance)** In the performance of the duties and obligations under this Agreement, Grantee shall comply with and/or assist the State in compliance with, all applicable:

a. State of Ohio Executive Orders,

b. Ohio Department of Commerce Prevailing Wage Guidelines regarding prevailing wages, deductions, worker compensation, taxes, social security and unemployment, compensation, and any contributions thereto, and

c. Applicable state or federal laws, rules, or regulations.

ARTICLE XI
Miscellaneous

48. **(False Claims)** Grantee shall promptly notify the Grant Coordinator and refer any credible evidence to the Ohio Inspector General that any person has committed a civil or criminal violation of law involving the award monies.

49. **(Signage) RESERVED**

50. **(Public or Media Events)** Within twenty (20) working days advance notice, Grantee shall notify the Grant Coordinator of public or media events or news releases publicizing the accomplishments or significant events as a result of this Agreement and provide the opportunity for attendance and participation or a statement by the State.

51. **(Health, Safety, and Environmental Compliance)** All health, lab, and field activities conducted under this Agreement shall be in accordance with and in compliance with all applicable health, safety, and environmental laws, regulations, and guidelines.

52. **Management Practices**

    a. Grantee shall properly operate and maintain any best management practices or management practices implemented through this Agreement in accordance with design standards and specifications. Further, when designing, implementing, and/or maintaining the project, Grantee shall consider the potential impacts of climate events (e.g., increasing temperatures, higher water levels, more frequent and intense storms, greater wave energy, etc.) on the planned project; and to the maximum extent feasible, incorporate resilience to the potential impacts of climate events into the design, implementation, and operations of the project.

    b. If the installation of best management practices is funded under this Agreement, within ninety (90) days after the effective date of this Agreement, Grantee shall provide the Grant Coordinator with documentation of the anticipated useful life period, in terms of years, of the best management practices and assurances that best management practices will be properly operated and maintained throughout the anticipated useful life period in accordance with the design standards and specifications. Failure to provide the above best management practices documentation within the prescribed period may result in delayed processing of payment requests. Best management practices installation costs incurred prior to submittal of the above documentation may, within the sole discretion of the Grant Coordinator, be ineligible for reimbursement under this Agreement.

53. **(Disposition of Waste)** Disposal of all wastes shall be in accordance with state and federal regulations and rules, and is the responsibility of the Grantee.

54. **Timely Fiscal Expenditures.** Grantee shall ensure that award monies are expended in a timely manner, commensurate with the progression of the project. To ensure compliance with unliquidated obligations policies, Grantee shall notify the Grant Coordinator of any potential drawdown delays exceeding 180 days.

55. **(Inability to Meet Outputs / Outcomes)** Grantee shall inform the Grant Coordinator

as soon as problems, delays, or adverse conditions that will materially impair Grantee's ability to meet the outputs/outcomes specified in the project's scope of work, work plan, or comparable activities or tasks are known.

56. **(Documents to be Submitted at time of Signature) RESERVED**

57. **(Conflict)** Where there is a conflict or inconsistency between the body of this Agreement and an attachment, the attachment shall govern.

By signing below, Grantee assures and certifies that the specific information detailed in this Agreement is current, accurate, and complete, and that Grantee has the legal authority to apply for State assistance, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project described in this Agreement.

By signing below, Grantee further assures and certifies that Grantee and its principals, to the best of its knowledge and belief:

a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from receiving any state or federal awards, grants, contracts, or the like,

b. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property,

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b, and

d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

By signing below, Grantee further assures and certifies that Grantee has been advised of the requirements imposed upon Grantee by state laws, regulations, rules, and the provisions of this Agreement, as well as any supplemental requirements imposed by the State.

The remainder of this page is left intentionally blank

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by officials thereunto duly authorized as of the date and year signed below.

Grantee:

William G. Koons
Signature

10-02-26
Date

WILLIAM G. KOONS
Name and Title

Ohio Water Development Authority

_____
Michael Fraizer, Executive Director

_____
Date

Ohio Environmental Protection Agency:

_____
John Logue, Director

_____
Date

APPENDIX A - Project Deliverables

Project Title: H2Ohio River Initiative Chloride Reduction - Equipment
Grant ID: 27H2OSALT-48
Grantee: Village Of South Russell

Objectives	Deliverables	Quantity	Units	Description
Equipment	Brine Maker System	1	System	Successful completion of this project will purchase and install a Camion Brine Master 3000 (BM3000) or equivalent brine maker system with hose kit, one 5,000-gallon brine storage tank (Camion THV5000GYC or equivalent), and one hand held salinity meter; and a brine application system including two Buyers prewet tailgate and cradle systems.
	Brine Application System	2	Systems	
Education and Outreach	**Website/Social Media**	**3**	**Posts**	**Project will be supported with an educational and outreach component that will include activities acknowledging the grant such as three posts on village's website/social media platforms (Village Website/Facebook/Textgov), and an announcement during a Village Council meeting.**
	Meeting Announcement	**1**	**Announcement**	
Project Reporting	Submit Semi-Annual Technical Report (SATR)	2	Reports	Submit required reports to Ohio EPA at specified intervals
	Submit Quarterly Fiscal Report (QFR)	4	Reports	
	Submit Final Fiscal Report (FFR)	1	Report	
	Submit Final Technical Report *(Report that combines the Final SATR with additional questions)*	1	Report	

APPENDIX B - Approved Budget

Project Title: H2Ohio River Initiative Chloride Reduction - Equipment
Grant ID: 27H2OSALT-48
Grantee: Village Of South Russell

Budget Form Worksheets

Category	Category Totals
Personnel	$0.00
Fringe	$0.00
Travel	$0.00
Supplies	$0.00
Equipment	$74,150.00
Subcontractual	$0.00
Other	$0.00
Cost Share	$0.00
Indirect	$0.00
Total	$74,150.00

Equipment Subform

Quantity	Amount	Justification
1	$34,000.00	Camion Bm3000kit Large brine master/with hose kit
1	$15,000.00	Camion THV5000GYC 5000 gal. brine storage tank -110"diameter x 150"
1	$650.00	Hand held salinity meter and case
1	$12,250.00	Buyer-prewet tailgate and cradle system, certified power systems working with existing hydraulics
1	$12,250.00	Buyer-prewet tailgate and cradle system, certified power systems working with existing hydraulics
	$74,150.00	**SUBTOTAL**