

**IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 17th of December, 2019.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

WHEREAS, the Board has been requested to authorize budget adjustments as follows:

**Adult Probation Fund:**

<b>Amount:</b>	<b>From:</b>	<b>To:</b>
\$ 1,000.00	001.0203.530900 (Other Exp.)	001.0203.530600 (Contract Services)

**Sanitary Engineer Fund:**

<b>Amount:</b>	<b>From:</b>	<b>To:</b>
\$ 100.00	001.1001.510200 (Labor)	001.1001.530900 (Other)

**General Fund:**

<b>Amount:</b>	<b>From:</b>	<b>To:</b>
\$10,000.00	001.0402.530500 (Repairs)	001.0402.530600 (Services)
\$723.55	001.1601.535900 (Corrections)	001.1601.500100 (Med Tax)

**Sheriff Fund:**

<b>Amount:</b>	<b>From:</b>	<b>To:</b>
\$2,000.00	001.0601.535000 (Unemployment)	001.0601.510200 (Emp. Salaries)
\$2,036.50	001.0601.531300 (Allowance)	001.0601.510200 (Emp. Salaries)
\$2,463.50	001.0601.530601 (Cont. Serv. Jail)	001.0601.510200 (Emp. Salaries)

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to complete the budget adjustments as mentioned above.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
17th day of  
December, 2019

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula, yes  
Don Regula

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

- cc/ County Auditor
- ✓ Common Pleas Court
- ✓ Sanitary Engineer
- ✓ Sheriff

**IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE ABANDONED GAS STATION CLEANUP GRANT AGREEMENT WITH OHIO DEVELOPMENT SERVICES AGENCY (ODSA).**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 17th day of December, 2019.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board of County Commissioners adopted resolution number #19-134 on March 28, 2019, authorizing the submittal of a grant application to the Ohio Development Services Agency, in the amount of \$250,000.00 for the Abandoned Gas Station Cleanup Grant Program; and,

**WHEREAS**, the Board has received notice from the Ohio Development Services Agency that its funding request has been approved for the following projects:

Former Pam Pantry, 25 N. Main Street, New Hampshire, Ohio 45870 \$250,000.00; and,

**WHEREAS**, the Ohio Development Services Agency has provided the Board with the grant agreement for the execution by the President of the Board.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the President of the Board, Don Regula, to execute the Abandoned Gas Station Cleanup Grant Program Grant Agreement .

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
17th day of  
December, 2019

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula , yes  
Don Regula

John N. Bergman , yes  
John N. Bergman

Douglas A. Spencer , Yes  
Douglas A. Spencer

Attachment

cc: Ohio Department Services Agency  
Auditor

## GRANT AGREEMENT

### ABANDONED GAS STATION CLEANUP GRANT PROGRAM

Grantee							
Grantee:	Auglaize County Commissioners			Grant Control No.:	SS20-40746		
Street Address:	209 S. Blackhoof Street						
City:	Wapakoneta	State:	OH	Zip:	45895	County:	Auglaize
Project							
Project Name:	Former Pam's Pantry						
Street Address:	25 N. Main Street						
City:	New Hampshire	State:	OH	Zip:	45870	County:	Auglaize
Effective Date:	December 16, 2019	Work Completion Date:		December 16, 2021			
Drawdown Date:	January 16, 2022	Grant End Date:		February 16, 2022			
Maximum Grant Amount:	\$250,000	Project Type:	Assessment/Corrective Action				
Project Manager							
Name:	Erica Preston		Title:	County Administrator			
Street Address:	209 S. Blackhoof Street						
City:	Wapakoneta	State:	OH	Zip:	45895		
Telephone:	(419) 739-6710	E-Mail:	epreston@auglaizecounty.org				

This Grant Agreement (the "Agreement") is made and entered into between the **Ohio Development Services Agency**, ("**Grantor**") and **Grantee** to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance to undertake and complete eligible activities within the Project Area ("**Project**"). This Agreement incorporates by reference the Grantee's Application and the following exhibits:

Exhibit 1: Scope of Work and Project Budget

Exhibit 2: Abandoned Gas Station Cleanup Grant Program Operational Guidelines

Exhibit 3: Disbursement Request Procedure Manual

#### **1. Project Funding.**

(a) State Grant. Grantor hereby grants to Grantee, funds in an amount equal to the lesser of the maximum grant amount set forth above and the actual total costs of the Project as outlined in Exhibit 1 (the "**Grant Funds**").

(b) Purpose. The Grant Funds may be used for the sole and express purpose of undertaking and completing the Project. Grantee shall undertake and complete the Project substantially as described in Exhibit 1. Grantee may not use the Grant Funds for any purpose other than for eligible costs of the Project as expressly contemplated in Exhibit 1.

#### **2. Payment and Accounting of Grant Funds**

(a) Payment Requests. Grantee shall submit to the Grantor for review and approval requests for payment detailing expenditures which have then been incurred by Grantee from the Effective Date through the Drawdown Date as set forth on page one of this Agreement and in accordance with Exhibit 1. Grantor shall use the forms and follow the directions as listed in Exhibit 3, Disbursement Request Form and Instructions. Grantor shall be the sole evaluator of the adequacy of payment requests. All expenses to be paid or reimbursed with Grant Funds shall

be supported by contracts, invoices, vouchers, paid receipts and other documentation as appropriate to evidence the costs incurred by Grantee for Project activities as described in Exhibit 1. Project costs defined as markup are not eligible costs. Grantee shall submit to Grantor such documentation as necessary to substantiate a payment request. In the event of a complete or partial denial of a payment request, Grantor shall notify Grantee in writing and include a statement of specific reasons for such denial, and Grantee shall have an opportunity to re-submit the request for payment with additional information responsive to the reason for denial. Grantor shall use reasonable efforts to issue a notice of denial, in whole or in part, and/or initiate a voucher for payment within 30 days after receipt of a payment request from Grantee. Grantor shall withhold ten percent (10%) of Grant Funds until Grantor receives and accepts the Applicable Cleanup Standard report.

(b) Accounting of Grant Funds. Grant Funds and any and all interest income therefrom shall be deposited and maintained in a separate account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, paid receipts, pay stubs, signed time sheets, and other data, as appropriate, evidencing the necessity of such expenditure. If Grantee fails to comply with this requirement, Grantor may withhold payment of Grant Funds until such compliance is demonstrated.

(c) Permissible Expenses. If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02, are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed for those permissible travel expenses in amounts in accordance with Ohio Administrative Code Section 126-1-02, as updated from time to time (the "Expense Rule"). Grantee agrees that it shall not be reimbursed, and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule.

(d) Budget Amendment. A budget amendment is required when Grantee desires to reallocate to or from any line item in the approved Project budget more than ten percent (10%) of the line item amount or \$10,000, whichever is greater. Reallocation of less than ten percent (10%) or \$10,000 to or from a line item requires written notification from the Grantee to Grantor. Additionally, a budget amendment is required when adding Grant Funds to a new budget line item.

3. Grant Funds Not Expended. If the Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement or within the Term of the Agreement, set forth in Section 4 of this Agreement, the award of the Grant Funds shall cease, and Grantor shall have no further obligation to disburse the Grant Funds. Grantor shall also have no obligation to disburse any amount of the Grant Funds that exceeds the eligible costs of the Project actually incurred by Grantee or for costs that fail to meet the eligibility guidelines outlined in the Program Guidelines. If Grant Funds have been paid to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within 30 days after demand by Grantor. In the event that the Project is not completed in accordance with Exhibit 1 by the Work Completion Date (as such date may be extended as provided in Section 4(b)) and/or is affirmatively abandoned by Grantee, all Grant Funds paid by Grantor to Grantee under this Agreement shall be refunded to Grantor by Grantee within 30 days after the Grant End Date or abandonment has occurred.

#### 4. Agreement Deadlines and Term.

(a) Term of Agreement. This Agreement shall be in effect from the Effective Date through the Grant End Date as set forth on page one of this Agreement, unless it is terminated earlier as provided in Section 13 (c) (collectively, the "Term"). The Project must be completed by the Work Completion Date and all required deliverables shall be received by Grantor before or on the Grant End Date. Notwithstanding the above, Grantee acknowledges that the Term extends beyond the Grant End Date for purposes of monitoring by Grantor of the results of the award of Grant Funds.

(b) Modification to Term of Agreement. If it is anticipated that Grantee will not have completed the Project by the Work Completion Date, Grantee must request an extension of time not less than 60 days prior to the Work

Completion Date, unless otherwise agreed to by the Grantor. It will be within the sole discretion of Grantor whether or not to grant such extension of time.

**5. Non-Discrimination.**

(a) Minority Hiring Goal. Grantee shall make a good faith effort to employ minority persons in the completion and operation of the Project in the same percentage as the average percentage of minority persons who reside in the county in which the Project is located and any contiguous Ohio counties.

(b) Equal Employment Opportunity. Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.

**6. Project Manager.** Grantee hereby designates the authorized representative of the Grantee (e.g. chief elected official or local government employee with designated signature authority) identified on the first page of this Agreement to serve as Project Manager. Grantee shall notify the Grantor promptly in writing of any change of the person designated to serve as Project Manager.

**7. Securing Contractor(s).**

(a) Qualified Personnel. Grantee agrees to secure qualified personnel and/or contractors to complete eligible activities of the Project. Grantee agrees to comply with all applicable laws governing the selection of qualified personnel and/or contractors under this Agreement.

(b) Binding Provisions. Where performance of eligible activities of the Project is carried out by qualified personnel and/or contractors Grantee shall make the provisions of this Agreement binding on such qualified personnel and/or contractors. Notwithstanding any delegation of activities to a Grantee shall not be relieved of any legal responsibility for compliance with requirements of the Agreement.

(c) Procurement. Grantee shall procure goods and services (other than environmental professional services) for which reimbursement is requested from the Grant Funds through a competitive procurement process if the aggregate cost of such goods or services is equal to or greater than \$50,000.00. Where the procurement of such goods or services is conducted pursuant to a procurement process required or allowed by the Ohio Revised Code for a municipality, county or port authority, such procurement process is deemed to satisfy the requirements of this paragraph. Where the procurement of such goods or services is not subject to a procurement process required or allowed by the Ohio Revised Code, Grantee agrees that the procurement of such goods or services shall follow the procedures outlined in Ohio Revised Code Chapter 153.

(d) Environmental Professional Services. Grantee shall procure environmental professional services for which reimbursement is requested from the Grant Funds through a qualification-based process where the aggregate cost of such environmental professional services is equal to or greater than \$50,000.00. Where the procurement of such environmental professional services is not subject to a procurement process required or allowed by the Ohio Revised Code, Grantee may employ the procedures outlined in Ohio Revised Code Chapter 153 as a safe harbor.

**8. Other Grantee Requirements.**

(a) Liability Insurance. Grantee shall obtain and maintain for itself and ensure that others engaged in the Project obtain and maintain, comprehensive general liability insurance with a minimum of \$1,000,000 combined single limit for claims that may arise from their operations related to this Agreement. Evidence of insurance sent to the Grantor shall contain a clause to the effect that cancellations, reductions, or restrictions shall not be made

without 30 days prior written notice to Grantor. Grantee shall provide Grantor an annual update of the required insurance coverage for each calendar year of the Project prior to the Grant End Date. The cost of liability insurance required by Grantor is not an eligible cost that may be paid or reimbursed with Grant Funds.

**9. Reporting.**

(a) Progress Reports. Grantee shall provide Progress Reports to the Grantor with any payment request. The Progress Report shall include a description of all work completed, beginning and end dates of work completed, proposed tasks and objectives for continued completion of the Project, and any recent significant events.

(b) Final Progress Report. Grantee shall submit a final progress report, on or before the Grant End Date, setting forth the total expenditure of the Grant Funds, the total actual cost of the Project, a written summary of all work completed and Project benefits (the "**Final Progress Report**"). The Final Progress Report shall be signed and certified by the Project Manager.

**10. Grantee Deliverables.** Grantee shall provide or cause to be provided to Grantor each of the documents identified in this section.

(a) All payment requests for Grant Funds as described in Section 2 of this Agreement. No Grant Funds shall be paid to Grantee until Grantor receives the items described in Exhibit 3.

(b) Progress Reports and a Final Progress Report for Project as required by Section 9 of this Agreement.

(c) Applicable Cleanup Standards Reports.

(i) If the environmental professional determines that the cleanup or remediation does not comply with Applicable Cleanup Standards, the environmental professional shall send the Grantee and the Grantor written notice of such fact prior to the Work Completion Date.

(ii) If the environmental professional prepares a no further action letter, closure certification report, construction completion report, or any other documentation that demonstrates that the Project complies with Applicable Cleanup Standards, Grantee shall send a copy of such documentation to Grantor.

(iii) Grantee shall provide all letters, reports, and other documentation referred to in this Section 10 (c) to the Director of the Ohio EPA, the Division of State Fire Marshal's Bureau of Underground Storage Tank Regulations, and to Grantor not later than the Grant End Date.

**11. Records Maintenance and Access.**

(a) Maintenance of Records. Grantee shall establish and maintain for at least three years after the Grant End Date or any earlier termination date its records regarding this Agreement, the Grant Funds and Project, including, but not limited to, financial reports and all other information pertaining to Grantee's performance of its obligations under this Agreement. If any audit, dispute, or litigation is then pending, however, Grantee shall maintain such records as may be relevant to such matter until it is finally resolved.

(b) Inspection and Copying. At any time during normal business hours and upon not less than 24 hours prior written notice, Grantee shall make available, and shall cause Property Owner to make available, to Grantor, its agents or other appropriate State agencies or officials all books and records regarding this Agreement, the Grant Funds and the Project which are in the possession or control of Grantee or Property Owner, as the case may be. Grantor, its agents and other appropriate State agencies and officials may review, audit and make copies of such books and records. Grantor or the other inspecting agency or official shall use reasonable efforts to conduct its inspection of books and records in such a manner as not to interfere unreasonably with the normal business operations of Grantee or Property Owner. Grantee or Property Owner shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this section from Grantee's or Property Owner's other records of operation. Grantee also authorizes, and shall cause Property Owner to authorize, Grantor to inspect the

personnel records and corporate financial statements of Grantee or Property Owner, respectively, including tax records and other similar information not open to public inspection. This inspection right does not require Grantee or Property Owner to waive any protections afforded by the attorney-client privilege or work product doctrine.

**12. Adherence to State and Federal Laws and Regulations.**

(a) General. Grantee shall comply with all applicable federal, State, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning, wage, and building laws and regulations.

(b) Ethics. In accordance with Executive Order 2011-03K, Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 et seq., §§ 2921.01, 2921.42, 2921.421, and 2921.43, and §§ 3517.13(I) and (J), and (2) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

(c) Conflict of Interest. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect in the Project, or which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any such person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. Grant Funds cannot be used to contract with a property owner or anyone with an interest in the property directly or indirectly including as an officer, director, or employee of the property owner or any contingent interest.

(d) Outstanding Liabilities. Grantee represents and warrants to Grantor that Grantee does not owe: (1) any delinquent taxes to the State; (2) any amount to the State or a State agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a State agency or a Political Subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

If Grantee owes any outstanding liability or liabilities, as described above in this Section 13 (d), or if Grantee is aware or becomes aware of any outstanding liability or liabilities owed by a Property Owner or any affiliate entities of a Property Owner at any point during the Term of this Agreement, Grantee shall immediately disclose to Grantor such liability or liabilities. Grantor shall not terminate this Agreement based solely on an outstanding liability or liabilities disclosed in accordance with the Section unless such liability or liabilities has or have a material impact on Grantee's or the Property Owner's ability to perform any or all duties or obligations of Grantee under this Agreement or of Property Owner under any related agreement. This Section is not intended to require a Grantee or a Property Owner to waive any rights it may have to contest a claimed obligation or to pay, under protest or otherwise, a claimed obligation which is contested until the validity of the claimed obligation has been finally determined.

(e) Kickbacks. Grantee represents and warrants to Grantor that Grantee has not provided, attempted to provide, offered to provide, solicited, accepted, or attempted to accept any kickback, and Grantee covenants and agrees that Grantee, its employees and agents shall not provide, attempt to provide, offer to provide, solicit, accept, or attempt to accept any kickbacks during the Term of this Agreement; and Grantee has not knowingly included, directly or

indirectly, the amount of any kickback in the estimated cost of this Project nor will knowingly include, directly or indirectly, the amount of any kickback into any request for reimbursement. Grantee will incorporate the requirements of this paragraph in all of its respective contracts or agreements with Property Owner, including any legal affiliate of Property Owner, contractor(s), and subcontractor(s), and Grantee will require Property Owner to incorporate such requirements in all subcontracts for work performed in furtherance of this Agreement.

(f) Falsification of Information. Grantee represents and warrants to Grantor that Grantee has made no false statements to Grantor or any of its employees or agents in the process of obtaining the award of Grant Funds. Grantee acknowledges that any person who knowingly makes a false statement to obtain an award of financial assistance may be required under Ohio Revised Code § 9.66(C) to repay such financial assistance and shall be ineligible for any future economic development assistance from the State, any State agency or a Political Subdivision. In addition, any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code § 2921.13(F) (1).

(g) Public Records. Grantee acknowledges that this Agreement and other records in the possession or control of Grantee regarding the Project are public records under Ohio Revised Code § 149.43 and may be open to public inspection unless a legal exemption applies.

### **13. Default and Remedies.**

(a) Default. Grantee shall be in default of this Agreement if Grantee fails to perform any of its obligations under this Agreement and such failure to perform continues uncured for more than 30 days after written notice (a “**Default Notice**”) from Grantor. During the 30-day cure period, Grantee shall incur only those obligations or expenditures pre-approved by Grantor that are necessary to enable Grantee to continue its operations and achieve compliance with the terms and conditions of this Agreement. Grantee shall also be in default of this Agreement if Grantee is in default of any other agreement between Grantor and/or the Director of Grantor and Grantee and such default continues beyond any applicable period of cure or grace.

(b) Remedies. Following a default by Grantee, Grantor may exercise one or more of the following remedies:

(i) Discontinue Disbursements. If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor’s obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.

(ii) Demand Repayment of Grant Funds. Under the circumstances described in Section 3 of this Agreement, Grantor may demand repayment of Grant Funds. Grantee shall not be required to refund Grant Funds in an amount that exceeds the Grant Funds disbursed to Grantee.

(iii) Other Legal Remedies. Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.

(c) Early Termination. Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and Grantee, (ii) admits Grantee’s inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has terminated the Project. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the remedies available under paragraph (b) of this Section 13.

(d) Remedies Cumulative. No remedy provided to Grantor under this agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.

(e) Effects of Termination. Within 60 days after termination of this Agreement following any default, Grantee

shall provide Grantor with a Final Progress Report, as detailed in Section 9 (b). This reporting obligation shall survive the termination of the Agreement.

(f) **Grantor's Expenses.** Grantee shall reimburse Grantor for all expenses, including, without limitation, reasonable attorneys' fees, in connection with the enforcement of this Agreement.

14. **Liability.** Grantee agrees to be liable for the negligent acts or negligent omissions of Grantee, its employees, agents and contractors. Grantee shall defend itself and pay any judgments and costs arising out of such negligent acts or omissions. Nothing in this Agreement shall impute or transfer any such liability to Grantor.

15. **Certification of Funds.** None of the rights, duties and obligations of the parties under this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code including, without limitation, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate State agencies.

16. **Notice.** Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class certified or registered mail or sent by commercial delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

If to Grantor:

Ohio Development Services Agency  
77 South High Street, 26th Floor  
P.O. Box 1001  
Columbus, Ohio 43216-1001  
Attn: Abandoned Gas Station Cleanup Grant  
Program, Office of Community Development  
Fax No.: (614) 466-4053

If to Grantee:

To Project Manager  
and Address as set forth on Page 1

With copy to Chief Legal Counsel at same address.

17. **Miscellaneous.**

(a) **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters including, but not limited to, its validity, construction, effect and performance.

(b) **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or State court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

(c) **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

(d) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or

invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

- (e) Amendments. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment of this Agreement shall be in writing and shall specify the requested changes and the justification for each change. The parties shall review the request for amendment taking into consideration the statutes, policies and goals of the Project. If the parties concur on changes to the terms of this Agreement, an amendment shall be written, approved, and executed in the same manner as the Agreement. All amendments requested by Grantee must be received by Grantor at least 30 days prior to any request for payment that includes the proposed change(s).
- (f) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.
- (g) Pronouns. The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- (h) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be used in construing this Agreement.
- (i) Assignment. Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor, which shall not be unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.
- (j) Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- (k) Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- (l) Authorized Representative. The Grantee represents and warrants that the Grantee, through its authorized representative signing below, has full power and authority to execute and enter into this Grant Agreement.
- (m) Counterparts; PDF Accepted. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.

Signature: Each of the parties has caused this Grant Agreement to be executed by its authorized representatives:

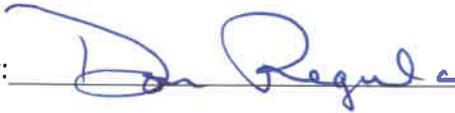
**Grantee:**

**Auglaize County Commissioners**

**Grantor:**

**Ohio Development Services Agency**

Lydia L. Mihalik  
Director

By:  \_\_\_\_\_

Printed Name: Don Regula

Title: President

Date: December 17, 2019

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibits to Grant Agreement:**

Exhibit 1: Scope of Work and Project Budget

Exhibit 2: Abandoned Gas Station Cleanup Grant Program Guidelines

Exhibit 3: Disbursement Request Procedure Manual

**ABANDONED GAS STATION CLEANUP GRANT PROGRAM**

Exhibit 1: Scope of Work and Project Budget

**Auglaize County Commissioners – Former Pam's Pantry  
Project Scope**

Grantee requests up to \$250,000 in Gas Station funds to assess and remediate a former gas station located at 25 N. Main Street in New Hampshire as described in the grantee's application submitted on June 14, 2019.

Task 1 – Assessment Task

- VAP Phase I ESA
- Asbestos Survey, Abatement Plan, and Close out
- UST Removal Oversight and Closure Assessment
- Tier 1 Investigation
- Tier 2 Evaluation
- Developing Interim Response Action

Task 2 – Demolition and Site Clearance Task

- Asbestos Abatement, Abatement Oversight & Close-Out
- Demolition Plan and Demolition Oversight
- Building Demolition & Site Restoration

Task 3 – Tank Pull Task

- UST Removal

Task 4 – Remediation Task

- Interim Response Action

Task 5 – Professional Services (Soft Cost) Task

- Professional Services

Submission of a BUSTR No Further Action (NFA) letter, or if an NFA is not achievable, environmental assessment reports, will serve as evidence for the completion of this project.

**Auglaize County Commissioners – Former Pam's Pantry  
Abandoned Gas Station Clean Up Grant - Assessment/Corrective Action  
Grant SS20-40746**

<b>Item</b>	<b>Grant Funds</b>	<b>Match Funds</b>	<b>Project Item Total</b>
<b>Assessment Task</b>			
VAP Phase I ESA	\$ 7,500.00		\$ 7,500.00
Asbestos Survey, Abatement Plan, and Close out	\$ 14,000.00		\$ 14,000.00
UST Removal Oversight and Closure Assessment	\$ 10,000.00		\$ 10,000.00
Tier 1 Investigation	\$ 23,500.00		\$ 23,500.00
Tier 2 Evaluation	\$ 20,000.00		\$ 20,000.00
Developing Interim Response Action	\$ 15,000.00		\$ 15,000.00
<b>Demolition and Site Clearance Task</b>			
Asbestos Abatement, Abatement Oversight & Close-Out	\$ 31,100.00		\$ 31,100.00
Demolition Plan and Demolition Oversight	\$ 10,000.00		\$ 10,000.00
Building Demolition & Site Restoration	\$ 38,300.00		\$ 38,300.00
<b>Tank Pull Task</b>			
UST Removal	\$ 42,500.00		\$ 42,500.00
<b>Remediation Task</b>			
Interim Response Action	\$ 28,100.00		\$ 28,100.00
<b>Professional Services (Soft Cost) Task</b>			
Professional Services	\$ 10,000.00		\$ 10,000.00
<b>Project Totals</b>	<b>\$ 250,000.00</b>		<b>\$ 250,000.00</b>

# **ABANDONED GAS STATION CLEANUP GRANT PROGRAM**

## **Exhibit 2: Abandoned Gas Station Cleanup Grant Program Guidelines**

IN THE MATTER OF AUTHORIZING THE EXECUTION OF A RESIDENTIAL TREATMENT PLACEMENT AGREEMENT FOR WITH THE AUGLAIZE COUNTY JOB AND FAMILY SERVICES AND FOUNDATIONS FOR LIVING.

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 17th day of December, 2019.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Interim JFS Director, Julie Gossard, presented an Residential Treatment Placement Agreement for Auglaize County DFJS and Foundations for Living using PASS Funds; and,

**WHEREAS**, this agreement shall be become effective on December 6, 2019 and terminates on the resident's date of discharge. Payment will be expected within 30 days from date of invoice.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby ratify the execution of the Agreement for the Residential Treatment Placement Agreement with the Auglaize County Job & Family Services and Foundations for Living.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
17th day of  
December, 2019

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula, yes  
Don Regula

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

✓cc: Auglaize County Department  
of Job & Family Services

**IN THE MATTER OF AUTHORIZING PRESIDENT OF THE BOARD TO EXECUTE THE CUSTOMER SUPPLY AGREEMENT WITH FIRSTENERGY SOLUTIONS CORP.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 17th day of December, 2019.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Palmer Energy has submitted a Customer Supply Agreement with FirstEnergy Solutions, Corp as the best electric supplier Auglaize County; and,

**WHEREAS**, Palmer Energy has requested the President of the Board to execute said agreement with FirstEnergy Solutions, Corp.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the customer supply agreement and authorizes the President of the Board, Don Regula, to execute the customer supply agreement with FirstEnergy Solutions Corp.

Commissioner Bergman seconded the Resolution and upon the roll being called. The vote resulted in the adoption of the Resolution as follows:

Adopted this  
17th day of  
December, 2019

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula . yes  
Don Regula

John N. Bergman . yes  
John N. Bergman

Douglas A. Spencer . yes  
Douglas A. Spencer

cc: Palmer Energy – Amy Hoffman



**Pricing Attachment**

This Pricing Attachment is entered into on this 17<sup>th</sup> day of December, 2019 by and between FirstEnergy Solutions Corp., an Ohio corporation with its principal office location in Akron, Ohio (“Supplier”), and AUGLAIZE COUNTY BOARD OF COMMISSIONERS, a customer with its principal office located in Wapakoneta, OH (“Customer”) and are hereby incorporated into the Customer Supply Agreement (“Agreement”) dated 17<sup>th</sup> day of December, 2019 (“Effective Date”).

Customer Name: AUGLAIZE COUNTY BOARD OF COMMISSIONERS

Billing Address: 209 S Blackhoof St / Wapakoneta OH 45895-1989

Customer hereby elects  Consolidated Billing by the Electric Utility or  Dual Billing from Supplier.

If Customer elects Dual Billing, please choose one of the following:

Individual bills per account, to be sent to the Billing Address.

Individual bills per account, to be sent to the respective Service Address.

- 1.0 All applicable taxes shall be listed separately on the monthly invoice in accordance with state and local tax law. Taxes may be altered periodically in accordance with state and local requirements.
- 2.0 Price: For the billing months listed on this Pricing Attachment, all kilowatt-hours (“kWh”) of electric energy metered by the Electric Utility at the Service Address listed hereto shall be billed at the rate per kWh specified.
- 3.0 Enrollment Chart:

Service Address	Electric Utility Account Number	Electric Utility	Electric Utility Rate Code	Interval Meter (Yes or No)	*FCM mm/yy	End Month mm/yy	Sample Meter Read Date	**Pricing cents / kWh
12016 Wapakoneta Buckland Rd	00140060786949240	OP	GS-1	No	02/20	05/23	12/6/2019	4.39

\*First Commencement Month (“FCM”)

\*\* By execution of this Pricing Attachment, Customer acknowledges that above Pricing includes a fee for an agent acting on Customer’s behalf. This fee will be paid directly by Supplier to the agent. Customer understands that the agent is not a representative of Supplier.

- 4.0 Pricing Attachment will automatically renew on a month to month basis until terminated by either Party on 30 days' prior written notice at a price per kWh as determined by Supplier on a monthly basis that will include the then current market based price for energy plus all other costs, charges, fees, and taxes.
- 5.0 Intentionally omitted.
- 6.0 Unless the applicable Agreement is version 12.15, the following revisions apply. The paragraph below shall replace Paragraph 31 of the Agreement in its entirety. Paragraph 32 of the Agreement is intentionally omitted.

**Effect of Regulatory Action:**

31. In the event that any change in any statute, rule, regulation, order, law, tariff, or operating procedure promulgated or established by any court, governmental authority, utility, Independent System Operator (“ISO”), Regional Transmission Organization (“RTO”) or other service provider, alters to the detriment of Supplier its costs to perform under this Agreement,

Supplier may pass through to Customer such costs or revise the pricing under this Agreement to eliminate the impact of such changes. Before any such pass through or price revision, Supplier shall provide notice to Customer of the changes and the date upon which such pass through or revised pricing shall be effective. Customer shall pay the pass through costs or revised price described in such notice, and all other terms and conditions of this Agreement shall remain in full force and effect.

32. Intentionally omitted.

All terms and conditions of the Agreement shall remain in full force and effect unless specifically stated otherwise herein.

**IN WITNESS WHEREOF**, both Parties hereto have caused this Pricing Attachment to be executed and represent that the persons whose signatures appear below are duly authorized to sign the same.

**FirstEnergy Solutions Corp.**  
(Both FES Signatures Required)

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

FES Contracts: \_\_\_\_\_ Date: \_\_\_\_\_

**AUGLAIZE COUNTY BOARD OF COMMISSIONERS**

By: Don Regula

Print: Don Regula

Title: President

Date: 12.17.19