

**Ohio Advanced Energy Fund Grant Agreement
Office of Energy and Environment**

Grant Control Number	DEV--2024 - 210032
Grantee	City of Springdale
Address	11999 Lawnview Avenue, Springdale, Ohio 45246
Contact	Brian Uhl
E-Mail	buhl@springdale.org
Phone	(513) 346-5710
Program Activity	City of Springdale AEF Project
Technology or Materials	Installing new LED lighting fixtures and direct digital control systems as well as a chiller upgrade
Effective Date	06/01/24
Project Completion Date	12/31/2025
Expiration Date	12/31/2025
Grant Source	Advanced Energy Fund
Amount of Award	\$641,813.00

This Grant Agreement (the “**Agreement**”) is entered into by and between the **State of Ohio, Department of Development (“Grantor”)**, located at 77 South High Street, Columbus, Ohio 43215, and **Grantee** identified above for the purpose of participating in the **Advanced Energy Fund Grant Program** (the “**Program**”) with funds awarded by the State of Ohio Advanced Energy Fund (“**AEF**”). This Agreement incorporates the attached Exhibit I, Scope of Work and Project Budget, Exhibit II, Financial Reports and Request for Payment, and Exhibit III, Quarterly Progress Reporting Guidelines. In addition, the Advanced Energy Fund Guidelines are incorporated by reference. In the event there is a conflict between this Agreement and the Exhibits, the Exhibits control.

Grantor’s Authority. Grantor is authorized by Ohio Revised Code (“**Revised Code**”) Section 1551.11 to grant funds appropriated by the General Assembly and any assistance provided by any governmental agency for new concepts, programs, or technology for the conservation of energy, for the efficient and environmentally acceptable utilization of present, new, or alternative energy sources, or which develop resources of the state. Under Revised Code Section 1551.12(F), Grantor may grant funds for the furnishing of goods or performance of services. The Program will promote energy conservation and efficiency, reduce energy demand, and develop and deploy renewable energy sources.

1. **Project.** Grantee shall use the financial assistance to be provided by Grantor pursuant to this Agreement to undertake the energy project further described in the Program application or proposal (the “**Application**”) submitted by Grantee and summarized in the Scope of Work (the “**Project**”). The Scope of Work and Project Budget are attached to this Agreement as Exhibit I and incorporated by this reference. The Application is not attached but is also incorporated by this reference into the Agreement.

2. **Grant of Funds.**
 - (a) **Funds.** Grantor hereby awards and grants to Grantee funds in the aggregate amount of **\$641,813.00** (the “**Grant Funds**”) to be used for the sole and express purpose of undertaking and completing the Project substantially as described in the Application. Grantee may not use the Grant Funds for any purpose other than completion of the Project. Grantee may not pledge the Grant Funds as security for any loan or other obligation or indebtedness.

 - (b) **Availability of Funds to Complete the Project.** It is a condition to the award of Grant Funds that the Grantee provides funds from other sources to pay Project costs in excess of the Grant Funds. Grantee represents and

warrants to Grantor that Grantee has obtained such additional funds or that Grantee has a binding commitment for such additional funds and, with the exercise of reasonable diligence, will have obtained such additional funds no later than the time such funds will be required to pay Project costs as and when such costs are incurred and payable.

3. **Payment of Grant Funds.**

(a) **Invoices.** Grantor shall disburse the Grant Funds on a reimbursement basis for eligible costs of the Project incurred on or after the Effective Date. Grantee shall require delivery before payment is made for purchased goods, equipment, and services unless Grantee obtains satisfactory security from the vendor for the payment and performance of the underlying purchase agreement. Grantee shall submit to Grantor for review and approval, requests for reimbursement detailing expenditures which have then been incurred by Grantee in accordance with the Project Budget included in the Application, subject to the allowance for budget alterations provided in paragraph (b) of this Section 3. Grantee shall submit reimbursement requests on the form provided by Grantor. All expenses to be 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 to perform the work described in the Application. Grantor shall be the sole judge of the adequacy of reimbursement requests. Grantee shall submit to Grantor, such documentation necessary or useful to substantiate a reimbursement request. **The final reimbursement request shall be received by Grantor no later than 45 days after the Project Completion Date.**

(b) **Budget Alterations.**

(i) Subject to paragraph (ii) below, Grantee shall have discretion to reallocate an amount not greater than 10% of the Grant Funds, in the aggregate, among budget line items otherwise funded in whole or in part with Grant Funds, and any such reallocation shall be considered by Grantor to be consistent with the Project budget. In the event Grantee makes a budget alteration as permitted by this paragraph, Grantee shall submit with its request for reimbursement a revised Project budget reflecting the alteration. Any changes to the Project budget beyond the scope of this paragraph, including, without limitation, alterations that add budget line items or total, cumulatively with prior alterations, more than 10% of the Grant Funds may be affected only by amendment of this Agreement as provided in Section 16(e).

(c) **Budget Reductions.** Grantee acknowledges that Grantor is subject to State of Ohio and U.S. Department of Health and Human Services budgetary constraints that could result in the reduction of the amount of Grant Funds provided under this Agreement. Should Grantor's funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee's commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee provided there is a corresponding reduction in commitments outlined on page 1 of this Agreement.

(d) **Permissible Expenses.** If "travel expenses," as defined in Ohio Administrative Code Section 126- 1-02, are a cost of the Project eligible for reimbursements with Grant Funds in accordance with the Project budget included in Exhibit I, 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**") and 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, whether purchased by the Grantee or Grantor or their respective employees or agents.

(e) **Retainage.** Grantor may withhold payment of an amount equal to 10% of the Grant Funds until Grantor receives and approves Grantee's Project Completion Report.

- (f) **Decontamination and/or Decommissioning Costs.** Notwithstanding any other provisions of this Agreement, neither the federal government nor the State of Ohio shall be responsible for, or have any obligation to, Grantee for (i) Decontamination and/or Decommissioning (“D&D”) of any of Grantee’s facilities, or (ii) any costs which may be incurred by Grantee in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether the D&D work was performed prior to or subsequent to the effective date of this Agreement.
4. **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 period set forth in 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. 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. If the Project does not become operational by the Project Completion Date (as such date may be extended as provided in Section 6(a)) 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 Project Completion Date or abandonment has occurred.
5. **Agreement Deadlines and Term.**
- (a) **Project Completion.** Grantee shall complete the Project not later than the Project Completion Date set forth on the first page of this Agreement. If Grantee anticipates that the Project will not be completed by the Project Completion Date, Grantee must request an extension of time to complete the Project at least 60 days before the scheduled Project Completion Date. It will be within the sole discretion of Grantor to grant or deny such extension of time.
- (b) **Term of Agreement.** This Agreement shall be in effect from the Effective Date set forth on the first page of this Agreement through the date which is three years after the Project Completion Date (the “**Expiration Date**”) unless it is terminated earlier as provided in Section 12 (the “**Term**”). Grantee acknowledges that the Term extends beyond the Project Completion Date for purposes of reporting by Grantee and monitoring by Grantor of the results of the award of Grant Funds, and that Grantee’s obligation to file any delinquent reports survive the expiration or earlier termination of this Agreement.
6. **Project Performance.**
- (a) **Completion According to Application and Scope of Work.** Grantor has approved an award of financial assistance to Grantee to induce Grantee to undertake and complete the Project with the goal of achieving the Program objectives described by Grantee in its Advanced Energy Fund Grant application submitted to Grantor. Therefore, Grantee’s completion of the Project and performance of other obligations as set forth in the Application and the Scope of Work are essential terms of this Agreement.
- (b) **Performance Metrics.** The Project will be subject to assessment by Grantor according to the performance metrics applied by Grantor to the Program. The Program metrics may include: (i) renewable energy capacity and generation, (ii) jobs created and/or retained, (iii) emissions reductions, (iv) infrastructure investment, (v) accomplishments, publicity, good news, (vi) industrial process efficiency, (vii) workshops, trainings, and education, (viii) energy savings (kwh/therms/gallons/BTUs/etc.), (ix) energy cost savings, and all other relevant material related to this Agreement. Grantee shall timely and accurately report to Grantor information relevant to assessment of the Project against the Program performance metrics.
7. **Reporting.**
- (a) **Reports.** The state award providing funds for this Agreement imposes certain reporting requirements on

Grantor. Grantee must provide information necessary and sufficient for Grantor to comply with such reporting requirements. Failure to comply with the reporting requirements concerning the Grant Funds and the Project is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards.

- (b) **Quarterly Progress Reports.** Grantee shall deliver to Grantor by the 10th day of each quarter during the Term of this Agreement, a quarterly progress report covering Grantee's activities on the Project, including the goals accomplished, milestones met and any performance deficiencies or delays. Exhibit III contains guidelines for formatting quarterly reports.
- (c) **Project Completion Report.** Grantee shall notify Grantor promptly in writing when the Project is completed (the "**Project Completion Report**"). In no event shall the Project Completion Report be submitted later than 30 days after the Project is completed in accordance with the Application and Scope of Work. The Project Completion Report may be submitted in substantially the same format as a quarterly progress report unless otherwise directed by Grantor. Following receipt of the Project Completion Report, Grantor will review the completed Project. Notice of Project completion and Grantor review shall be conditions to final disbursement of the Grant Funds.
- (d) **Signature and Costs.** Grantee (if Grantee is an individual) or the chief executive officer, chief financial officer, or other officer of Grantee authorized to sign tax returns on behalf of Grantee (if Grantee is an entity) shall certify by his or her signature of each report required by this Section 8 that the information reported by Grantee is true, complete, and correct. All costs incurred by Grantee to comply with the reporting requirements of this Agreement shall be borne by Grantee and shall not be an allowable expense reimbursable from Grant Funds.
- (e) **Additional Information.** Grantor reserves the right to require any other documentation that may report Grantee's activities related to the Project and the expenditure of Grant Funds as may be required to satisfy any federal reporting requirement. Grantee shall respond within a reasonable time to any such supplemental request. Grantee shall provide Grantor reasonable advance notice of any Project review or Project management meetings and permit Grantor's participation by attendance or conference call when possible. To the extent possible, Grantee shall schedule such meetings in Ohio.
- (f) **Remedy.** Reporting is essential for Grantor's effective administration of this grant and its financial incentive programs, generally. If Grantee fails to submit any required performance report or additional information and such breach continues uncured for more than 30 days, Grantor may recover, and Grantee shall pay, as liquidated damages for the breach, an amount equal to \$500 for each month or part of a month the performance report is past due.

8. **Records Maintenance and Access.**

- (a) **Maintenance of Records.** Grantee shall establish and maintain for at least three years after the Expiration Date or any earlier termination date its records regarding this Agreement, the Grant Funds and the Project, including, but not limited to, financial reports, documentation of expenditures of Grant Funds, job creation and retention statistics, and all other information pertaining to Grantee's performance of its obligations under this Agreement. Notwithstanding the foregoing, the following record types shall be subject to the retention periods indicated for each: (i) real property and equipment records shall be retained for three years from the date of the disposition or replacement or transfer of the real property or equipment; (ii) if Grantee is required to report program income after the period of grant support, records concerning such income shall be retained for three years after the end of Grantee's fiscal year in which the income is earned; and (iii) indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable shall be retained for three years after (A) the date of submission to the federal government for negotiation if the computation or proposal is negotiated or (B) the end of the fiscal

year (or other accounting period) covered by the computation or proposal if not submitted to the federal government for negotiation. If any audit, dispute, litigation, or negotiation is pending when the applicable retention period would otherwise expire, 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 72 hours prior written notice, Grantee shall make available to Grantor, its agents and other appropriate state and federal agencies or officials (including, without limitation, the Comptroller General of the United States, USDOE, or any of their authorized representatives) all books and records containing information regarding this Agreement, the Grant Funds and the Project which are in the possession or control of Grantee. Grantor, its agents, and other appropriate state and federal agencies and officials may review, audit, and make excerpts, copies, or transcripts of such books and records. Grantee shall also make available for interview by Grantor, its agents and other appropriate state and federal agencies or officials, those directors, officers, employees, and agents of Grantee who may have information regarding the Grant Funds and any transaction involving the Grant Funds. Grantor shall use reasonable efforts to conduct any such inspection of books and records in such a manner as not to interfere unreasonably with the normal business operations of Grantee. Grantee shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this Section 9(c) from Grantee's other records of operation. Grantee shall also cause each of its contractors paid with Grant Funds to make its books and records available for inspection and copying to the same extent and in the same manner as described in this paragraph for Grantee. The obligations of Grantee and rights of Grantor and other state and federal officials to access records shall continue if pertinent records are retained.
- (c) **Accounting Format.** All moneys paid to Grantee under the terms of this Agreement and any interest earned by Grantee thereon must be deposited in a separate account upon the books and records of Grantee. Grantee must keep all records in a manner that is consistent with generally accepted accounting principles. The documentation in support of each action in the accounting records shall be filed in such a manner that it can be made readily available. All disbursements from the account established pursuant to this Section 8(c) shall be for obligations incurred in the performance of this Agreement after the Project Starting Date, and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing such disbursements. Grantor will review and consider accepting federal audits in lieu of requiring a state audit where applicable.
- (d) **Site Visits.** Authorized representatives of Grantor have the right to make site visits at reasonable times to review Project accomplishments and management control systems and to provide technical assistance, if required. Grantee shall provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience of government representatives in the performance of their duties. All site visits and evaluations shall be performed in a manner that does not unduly interfere with or delay Project work or evaluation.

9. **Property Rights; Publications.**

- (a) **Property and Equipment Purchases.** This Agreement is subject to any applicable property recapture requirement that may be imposed by federal law, regulation, or program guideline. If Grantee defaults in the performance of the terms and conditions of this Agreement and/or this Agreement is terminated for default or non-performance, property and equipment acquired with Grant Funds may be subject to recapture and Grantee may be required to transfer all Grantee's right, title, and interest in such property and equipment to Grantor. Grantee shall provide for the security and safekeeping of all property and equipment obtained with Grant Funds (directly or by reimbursement of costs).
- (b) **Publications.** All written materials, including all reports, papers, published articles, promotional pieces, newsletters, press releases, and other printed materials referencing this project and its work shall credit Grantor's participation in the project by name as "Ohio Department of Development."
- (c) **Use of Name.** Neither party may use the name of the other in any form of advertising or promotion or

otherwise without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. All press statements and other publicity proposed to be given by one party mentioning the other or referring to this Agreement or any materials, ideas, or performance data developed under this Agreement shall be first reviewed by the other party before release. Such materials will be provided, reviews performed, and comments made in a timely manner.

- (d) **Technical Forums.** For all projects, Grantee agrees to make presentations in various technical forums sponsored by the Grantor or similar entities, such as federal agencies or credible conference organizers. For those larger projects involving construction of a significant apparatus, Grantee and Grantor shall conduct a technology transfer open house to help promote the awareness and adoption of the technology, unless it is mutually determined that such an open house will not meet the intended goal.

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

- (a) **General.** Grantee shall comply with all applicable laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project if 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 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 and building laws, and regulations, and all permit requirements applicable to the Project.
- (b) **Ethics.** 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 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, which is incompatible or in conflict with the discharge or fulfillment of their functions or responsibilities with respect to the completion of work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such 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, their participation in any such action would not be contrary to the public interest.
- (d) **No Contingency Fees.** Grantee represents and warrants to Grantor that Grantee has not employed or retained any person or entity to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. If such representation proves to be false, Grantor shall have the right to rescind this Agreement without liability or, in its discretion, to deduct from the Grant Funds or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as may be legally available for the breach.
- (e) **Outstanding Liabilities.** Grantee represents and warrants to Grantor that Grantee does not owe:

(1) any delinquent taxes to the State of Ohio or a political subdivision of the State of Ohio; (2) any moneys to the State of Ohio or a state agency for the administration or enforcement of any environmental laws of the State of Ohio; and (3) any other moneys to the State of Ohio, a state agency or a political subdivision of the State of Ohio that are past due, whether or not the amounts owed are being contested in a court of law.

- (f) **Falsification of Information.** Grantee represents and warrants to Grantor that Grantee has made no knowingly 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 of Ohio, 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) **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 shall incorporate the requirements of this paragraph in all of its contracts for any work to be performed as part of the Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee shall require all of its contractors to incorporate such requirements in all subcontracts for such work. Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination provision. Grantee will, in all solicitations or advertisements for employment positions, expressly indicate that applications placed for consideration of employment will be reviewed without regard to the race, religion, color, sex, national origin, disability, age, military status, or ancestry of the applicant. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified disabled individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any program or activity funded in whole or in part with the Grant Funds.

- (h) **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 are open to public inspection unless a legal exemption applies.

- (i) **Lobbying Restriction.** Grantee shall not expend any Grant Funds, directly or indirectly, to influence congressional action on any legislation or appropriation matters before Congress other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

11. **Termination.**

- (a) **Reasons for Termination.** Grantor may withhold payment under this Agreement or terminate this Agreement in whole or in part under any of the following circumstances: (i) Grantee fails to comply with the terms and conditions of this Agreement, including any Program rules and requirements incorporated into this Agreement; (ii) Grantor determines that Grantee cannot or will not take the necessary action to bring Grantee into compliance with the requirements of any applicable program statute or rule, or with any other term or condition of this Agreement within the time allowed by this Agreement or otherwise approved by Grantor; (iii) Grantee ceases to exist or becomes legally incapable of performing its responsibilities under this Agreement; or (iv) Grantee fails to comply with any reporting requirements including, but not limited to, submission of reports provision of this Agreement.

- (b) **Procedure.** If Grantor has a basis to terminate the Agreement or to withhold Grant Funds as provided in

paragraph (a) of this Section 11, Grantor shall notify Grantee in writing (the “**Notice**”) sent by certified mail or commercial delivery. The Notice shall state in reasonable detail the basis for the action and sections of the statutes, rules, regulations, or contractual obligations that Grantee is charged with violating.

(c) **Effect of Early Termination.** Within 60 days after early termination of this Agreement, Grantee shall provide Grantor with a Closeout Report setting forth the total expenditure of the Grant Funds by Grantee and the status of the Project at the time of termination. In addition, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement, which shall become the property of Grantor. Grantee shall have the right to use of the data for Grantee’s own internal, non-commercial educational, training or research purposes. Upon review of the Closeout Report, Grantor shall determine whether or not Grantee shall be required to refund any portion of the Grant Funds. The refund decision will be within the sole discretion of Grantor, on behalf of the State of Ohio. In no event shall Grantee be required to refund an amount in excess of the total Grant Funds awarded under this Agreement. Grantee shall be entitled to compensation for any un-reimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement. Grantee shall incur no new obligations after the date of receipt of the Notice, and shall cancel as many outstanding obligations as possible. Notwithstanding any of the provisions of this Section 11, Grantee shall not be relieved of its responsibility for damages sustained by Grantor by virtue of any breach of contract by Grantee, and Grantor may withhold any reimbursement to Grantee for the purpose of set-off until such time as the exact amount of damages due Grantor from Grantee is agreed upon or otherwise determined.

(d) **Termination Requested by Grantee.** Notwithstanding any of the provisions of this Section 11, if Grantee is unable or unwilling to comply with such additional conditions as may be lawfully applied by Grantor, Grantee may request to terminate this Agreement by giving reasonable written notice to Grantor, indicating the effective date of termination, the reasons for requesting the termination, and an appropriate budget revision. In such event, Grantor shall terminate the Agreement only if both parties agree to the termination and to the conditions under which it shall occur.

12. **Indemnification.** To the extent permitted by Ohio law, including but not limited to the Ohio Constitution, Ohio Revised Code Chapter 2743 et seq. and Ohio Revised Code Section 3345.40, each party shall be responsible for its own acts and omissions and those of its employees, staff, and/or agents. Neither party shall be responsible for the acts and/or omissions of the other party's employees, staff, and/or agents. Nothing in this Agreement shall transfer responsibilities of the acts and/or omissions of one party to the other party.

13. **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.

14. **Property Ownership.** All items purchased by Grantee are and will remain the property of Grantee, except in the event that Grantee does not faithfully perform all the terms and conditions of this Agreement. In the event Grantee does not faithfully perform all the terms and conditions of this Agreement, Grantee will reimburse Grantor a sum of money in the same proportion as Grantor's actual Grant Funds in the project, computed on the value of the items kept by Grantee, or, if such items are disposed of, the sum of money due to Grantor shall be computed on the basis of revenues derived from the disposition of any items (such as but not limited to property and equipment) acquired after the Project Effective Date.

15. **Proportional Reduction.** Upon determination by Grantor that Grantee has failed to comply with the investment and Cost-Share requirements set forth in the Application, Grantor may proportionally reduce the amount of grant funds due Grantee and require a refund of the amount of Grant Funds which exceed the proportion attributable to the level of performance achieved.

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

If to Grantor:

Ohio Department of Development
77 South High Street
P.O. Box 1001
Columbus, Ohio 43216-1001
ATTN: Office of Energy and Environment

If to Grantee:

To the attention of the contact identified on
the first page of this Agreement.

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 of Ohio 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.** This Agreement may not be amended or modified except upon such terms as both parties may agree in a writing executed by authorized representatives of each party.
- (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, record retention and inspection rights shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- (l) **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 as of the dates set forth below their respective signatures effective as of the Effective Date.

Grantee:

City of Springdale

Authorized Official Signature

Printed Name

Title

Date

Grantor:

State of Ohio, Department of Development

Signature

Printed Name

Title

Date

Attachments:

Exhibit I	Scope of Work and Project Budget
Exhibit II	Financial Reports and Request for Payment
Exhibit III	Quarterly Progress Reporting Guidelines

EXHIBIT I

SCOPE OF WORK AND PROJECT BUDGET

Grantee's Ohio Advanced Energy Fund Grant application containing its scope of work and budget is located within Grantor's electronic application system (Salesforce).

EXHIBIT I (cont.)

AEF Grant Budget Information

Applicant Name: City of Springdale

Proposed

Project Date: 06/01/2024

To: 12/31/2025

SUMMARY OF BUDGET:

Budget Categories	Portion Funded by Cost Share	Portion Funded by Grant	Total Project Line Item Expense
Equipment/Installation (Phase 3)	\$0	\$641,813	\$641,813
Total Budget Amount:	\$0	\$641,813	\$641,813

EXHIBIT II
FINANCIAL REPORTS AND REQUEST FOR PAYMENT

1. Grantee shall provide the required information along with the Financial Reimbursement Request Form available in Salesforce by the 10th of each month following the end of each calendar quarter. If the 10th falls on a weekend or holiday, the request is due the following Monday.
2. Financial reports for each month of the Term are to be submitted electronically using the Grantor's online system whether or not costs are incurred. Upon review and approval by Grantor, reimbursement payments will be transmitted to Grantee within three to four weeks from the date of receipt by Grantor of Grantee's financial report.
3. Financial reports are to reflect and be in accordance with the accounting records (books, journals, ledgers, etc.) of Grantee.
4. A final financial report of expenditures for the Term is to be received by Grantor no later than 20 business days after the Term ends. The report should be Submitted electronically using the Grantor's online system.
5. Upon completion of the Term, the remaining balance of Grant Funds, if any, is to be remitted along with a copy of the final financial report. Make the check payable to the Treasurer of the State of Ohio and submit it to the Office of Budget and Finance, Ohio Department of Development, P.O. Box 16565, Columbus, Ohio 43216.
6. For Grantees not subject to the provisions of 2 CFR 200, Subpart F, a financial statement audit must be conducted on an annual basis. It must be completed by an independent certified public accountant or firm in accordance with generally accepted government auditing standards (GAGAS). A copy of the audit report must be submitted within nine months following the end of the grantee's fiscal year or within 30 days following the release of the audit report, whichever occurs first. The report may be electronically sent to singleaudit@development.ohio.gov or mailed to:

Ohio Department of Development Special
Projects Coordinator, Audit Office
P. O. Box 1001
Columbus, Ohio 43216-1001

Request for Payment

Grantee Name: _____ **Request Number:** _____
Grant Number: _____ **Request Date:** _____
Grantee Contact: _____ **Grant Start Date:** _____
Title: _____ **Grant End Date:** _____
Phone Number: _____ **Final Request:** (Is this your final request? If so, mark "X")

<u>A. Budget Categories</u>	<u>B. Grant Award</u>	<u>C. Previous Grant Expenditures</u> From: _____ To: _____	<u>D. Current Grant Expenditures</u> From: _____ To: _____	<u>E. Grant Balance</u>	<u>F. Cost Share Expended</u>	<u>G. Total Project Cost</u>
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
				\$0.00		\$0.00
TOTAL:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

***All Payment Requests Must Include Supporting Documentation**

GRANTEE CERTIFICATION:

I hereby certify that the above amounts are true and accurate to the best of my knowledge and that all expenditures are solely for the purpose set forth in the agreement.

Date: _____

PLEASE RETURN TO:

Signature: _____

Ohio Department of Development
Office of Energy & Environment
77 South High Street, 26th Floor
Columbus, Ohio 43215

Name: _____

Title: _____

FOR STATE USE ONLY

FISCAL APPROVAL

An encumbrance is hereby certified to merit payment in accordance with conditions of the Agreement.

Printed Name: _____

Signature: _____

Date: _____

MONITOR APPROVAL

Performance of Grantee to date is hereby certified to merit and all reports and supporting documentation have been submitted in accordance with conditions of the Agreement.

Printed Name: _____

Signature: _____

Date: _____

Ohio Department of Development
Office of Energy and Environment
Advanced Energy Fund Grant

OEE FORM EEP-001 (10/2021)

ELIGIBLE ENERGY EFFICIENCY EQUIPMENT/MATERIALS/COST ITEMIZATION/INSTALLED EQUIPMENT CERTIFICATION FORM

(INVOICES AND PROOF OF PAYMENT DOCUMENTATION MUST BE SUBMITTED WITH A COMPLETE COPY OF THIS FORM)

GRANTEE NAME: _____	GRANT CONTROL #: _____
ADDRESS: _____	PAYMENT REQUEST #: _____
TELEPHONE/(EXT): _____	GRANT AWARD AMT: _____
CONTACT NAME: _____	CONTACT EMAIL: _____
PROJECT NAME: _____	

		INVOICE														
CLIENT/VENDOR/PAYMENT BENEFICIARY	JOB TYPE	DATE	NUMBER	AMOUNT	PAYMENT DATE	TRANSACTION TYPE	EQUIPMENT / MATERIALS	ITEM #	QUANTITY	UNIT PRICE	GRANT FUNDS	COST SHARE	TOTAL AMOUNT	LOCATION	COMMENTS	
				TOTAL	\$ -						TOTAL	\$ -	\$ -	\$ -		

CERTIFICATION:
I certify that the energy efficiency equipment described on this Form was recommended in the ASHRAE II audit for this project as a necessary energy efficiency measure and that this equipment was purchased and installed at the project's location.

<i>PRINT NAME</i>	<i>DATE</i>
<i>TITLE</i>	<i>COMPANY</i>
<i>EMAIL ADDRESS</i>	<i>TELEPHONE</i>

This form is to be uploaded to the Reimbursement Request prepared and submitted in Salesforce. Please upload copies of invoices, proof of payment, and cost share with this form.

EXHIBIT III

QUARTERLY PROGRESS REPORTING GUIDELINES

The following guidelines are to be followed when preparing quarterly progress reports.

Quarterly progress reports should contain five separately labeled sections consisting of: progress chart, narrative, significant accomplishments, problems/issues encountered.

The Progress Chart: List each major milestone of the Project, progress during the reporting period (expressed in a percentage), and overall progress of the Project to date (also expressed in a percentage). *See example chart below.*

The Narrative: Provide a brief (one to two-page) description of the Project progress reported in the progress chart, and digital photos if appropriate. Technical and scientific data should be limited to information that is essential to report on the Project progress. If you have additional technical or scientific data you would like to submit, please do so in the form of an attachment.

Significant Accomplishments: Report the following information, as applicable:

For Deploying Renewable Energy in Ohio Program Activity:

- Number of systems installed (Solar electric)
- Size of systems installed (Solar electric)
- Number of systems installed (Wind energy)
- Size of system installed (Wind energy)
- Number of systems installed (Solar thermal)
- Capacity of systems installed (Solar thermal)

For Making Building Energy Efficiency Work Program Activity:

- Number of buildings retrofitted
- Square footage retrofitted

For Banking on New Energy Financing Program Activity:

- Number of loans made
- Value of loans made

For Targeting Industry Efficiency Program Activity:

- Reduction in natural gas consumption
- Reduction in electricity consumption

For all Program Activities:

- Awards received
- Total outlays
- Recognition received
- Measurable economic impact
- New funds received in support this Project or objectives achieved significantly under budget

Problems/Issues: List any obstacles encountered that could potentially hinder the progress of the Project and plans proposed for mitigating the impact.

SAMPLE PROGRESS CHART

MILESTONES	PROGRESS THIS MONTH (Expressed in %)	OVERALL PROGRESS TO DATE (Expressed in %)
TASK 1	25%	100%
TASK 2	15%	35%
TASK 3	45%	100%
TASK 4	0%	0%
TASK 5	15%	25%