

| | | | |
|----------------|--------------------------|--------------------------|--------------------------|
| DATE: | <u>February 20, 2024</u> | 1 ST READING: | <u>February 20, 2024</u> |
| INTRODUCED BY: | <u>Mayor Corcoran</u> | 2 ND READING: | <u>March 4, 2024</u> |
| REFERRED BY: | <u></u> | 3 RD READING: | <u>March 18, 2024</u> |
| | | ADOPTED: | <u>March 18, 2024</u> |
| | | EMERGENCY: | <u>March 18, 2024</u> |
| | | EFFECTIVE: | <u>March 18, 2024</u> |

ORDINANCE NO. 2024-27

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH DUNNE MANNING REALTY LP, FOR THE PURCHASE OF REAL PROPERTY IN THE AMOUNT OF \$250,000.00 PLUS CLOSING COSTS, AND DECLARING AN EMERGENCY.

WHEREAS, the City has funds available for the purchase of an approximate 0.29-acre parcel of real property located at 35985 Center Ridge Road; and

WHEREAS, the real property is being purchased for municipal purposes.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. The Mayor is hereby authorized to enter into a contract with Dunne Manning Realty LP for the purchase of a 0.29-acres of real property located at 35985 Center Ridge Road in the amount of \$250,000.00 plus closing costs; said property is comprised of a single parcel that is identified in the Lorain County Records as Permanent Parcel No. 07-00-021-117-066.

SECTION 2. This purchase shall be consummated in such manner and on such terms as the Director of Law may approve.

SECTION 3. The purchase price, together with any costs and expenses incurred by the City in connection with this acquisition shall be paid from the appropriate fund.

SECTION 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to finalize the negotiations for the purchase of the property. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: March 18, 2024



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Mar 22, 2024



Kevin Corcoran
MAYOR

SECTION 2. The Clerk of Council is hereby directed immediately to transmit a certified copy of this Resolution, along with the Abatement Application, to the Lorain County Auditor and other appropriate state and local officials including without limitation the North Ridgeville City School District.

SECTION 3. The Mayor is hereby authorized to enter into an agreement establishing the CRA Tax Abatement in substantially the same form and terms as attached hereto to this Resolution and labeled **Exhibit A**.

SECTION 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including §121.22 of the Ohio Revised Code.

SECTION 5. This Resolution shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: March 18, 2024



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Mar 22, 2024



Kevin Corcoran
MAYOR

EXHIBIT A**COMMUNITY REINVESTMENT AREA AGREEMENT**

THIS AGREEMENT is made and entered into by and between the City of North Ridgeville, Lorain County, Ohio, a municipal corporation, with its main offices located at 7307 Avon Belden Road, North Ridgeville, Ohio (hereinafter referred to as "the City"), and RUF US Inc. with their main office presently located at 771 Sugar Lane, Elyria, Ohio 44035 (hereinafter referred to as "RUF"), which shall occupy the parcel to which the tax exemption shall apply.

WITNESSETH THAT:

WHEREAS, the City has encouraged the development of real property and the acquisition of real property located in the area designated as a Community Reinvestment Area; and

WHEREAS, RUF is desirous of establishing an office, distribution and manufacturing facility (hereinafter referred to as the "Project"), within the boundaries of the aforementioned Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, the Council of the City of North Ridgeville, Ohio, by Resolution No. 768.94 adopted June 20, 1994 and amended in Resolution No. 1415-2017, adopted December 4, 2017, has designated the area defined by the corporate boundaries of the City of North Ridgeville as a "Community Reinvestment Area" pursuant to Chapter 3735 of the Ohio Revised Code; and

WHEREAS, the Director of Development of the State of Ohio determined that the aforementioned area designated in Resolution Nos. 768-94 and 1415-2017 contained the characteristics set forth in Section 3735.66 of the Ohio Revised Code and confirmed said area as a Community Reinvestment Area under said Chapter 3735 of the Ohio Revised Code; and

WHEREAS, the City of North Ridgeville, having the appropriate authority for the stated type of said Project, is desirous of providing RUF with incentives available for the development of the Project in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, RUF, by and through its designated agent, has submitted a proposed agreement application to the City of North Ridgeville (hereinafter referred to as "Application" and attached as Exhibit A); and

WHEREAS, the Mayor of the City of North Ridgeville has investigated the Application of RUF and has recommended the same to Council on the basis that RUF is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Community Reinvestment Area, to establish a business that will be beneficial to the residents of the City, and to improve the economic climate of the City of North Ridgeville; and

WHEREAS, the project site, as proposed by RUF, is located in the North Ridgeville School District, the Lorain County Joint Vocational School District, and the Board of Education of the City of North Ridgeville and have been notified in accordance with Section 5709.83 of the Ohio Revised Code or have otherwise agreed by separately executed contract to consent to the City's execution of the Abatement Agreement; and

EXHIBIT A

WHEREAS, pursuant to Section 3735.67(A) and in accordance with the format required under Section 3735.671(B) of the Ohio Revised Code, the parties hereto desire to set forth their Agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. RUF shall construct a new 25,000 square foot facility, which can be expanded to approximately 100,000 square feet. The Project will contain assembly, warehousing and administrative functions. The Project will be constructed on Permanent Parcel Number 07-00-047-000-096 located on Taylor Parkway in the City of North Ridgeville.

The Project will involve an initial total investment by RUF of \$5,019,000, plus or minus ten percent, as detailed in paragraph 12 of Exhibit A in new construction, machinery and equipment and furniture and fixtures. The Project will begin on or about April 1, 2024 and all acquisition, construction and installation will be completed by March 31, 2025.

In Year 1 of the Project, RUF shall introduce 17 full time permanent employees and 1 part time employee at the site for a total estimated annual payroll of \$1,315,000. Growth in employment and payroll over the ten-year term of the Agreement shall follow the schedule as set forth in Exhibit A. By Year 10, RUF shall maintain 50 full time permanent employees for a total estimated annual payroll of \$5,000,000.

RUF shall provide to the North Ridgeville Housing Council any information reasonable required by Council to evaluate RUF's compliance with the Agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code, if requested by Council.

2. The City hereby grants RUF a tax abatement for the real property improvements in the form of new construction of commercial structures made to the project site pursuant to Section 3735.67 of the Ohio Revised Code and shall be in the following amount: 75% of the increase in real property taxes for ten (10) years after commencement of the exemption. The exemption commences the first year for which improvements to the real property would first be taxable were that property not exempted from taxation.

RUF must file the appropriate tax forms with the County Auditor to effect and maintain the exemptions covered in the Agreement.

RUF shall pay all such real and tangible property taxes which are not exempted under this Agreement and are charged against such property, and shall file all Tax reports and returns as required by law. If RUF fails to pay such taxes or fails to file such returns and reports, all incentives granted under this Agreement are rescinded beginning with the year for which the taxes are charged or such reports or returns are required to be filed and thereafter.

The City of North Ridgeville shall perform such acts as are reasonably necessary and appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

EXHIBIT A

If for any reason the Community Reinvestment Area designation expires, the Director of the Ohio Department of Development revokes certification of the zone, or the City of North Ridgeville revokes the designation of the zone, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the RUF and/or its assignees materially fail to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation granted under this Agreement.

If RUF materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this agreement are false or fraudulent, the City may terminate or modify the exemptions from taxation granted under this Agreement, and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this Agreement.

3. RUF hereby certifies that at the time this Agreement is executed, RUF does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which RUF is liable under Chapters 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, RUF currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof has filed a petition of bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against RUF. For the purposes of certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

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

RUF and the City of North Ridgeville acknowledge that this Agreement has been approved by formal action of the legislative authority of the City.

The City has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminating hiring in its operation. By execution of this Agreement, RUF is committing to following non-discriminatory hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry.

Exemptions from taxation granted under this Agreement shall be revoked if it is determined that RUF, any successor RUF, or any related member (as those terms are defined in Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under Division (E) of Section 3735.671 or Section 5709.62 or Section 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

4. RUF affirmatively covenants that it has made no false statements to the State or local political subdivision in the process of obtaining approval of the Community Reinvestment Area incentives. If any representative of RUF has knowingly made a false statement to the State or

EXHIBIT A

local political subdivision to obtain the Community Reinvestment Area incentives, RUF shall be required to immediately return all benefits received under the Community Reinvestment Area Agreement pursuant to O.R.C. Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any State Agency, or a political subdivision pursuant to O.R.C. Section 9.66(C)(1). 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 O.R.C. Section 2921.13(D)(1) which is punishable by a fine of not more than \$1,000.00 and/or a term of imprisonment of not more than six months.

This Agreement is not transferrable or assignable without the express, written approval of the City.

- 5. In consideration of the City’s agreement to abate property taxes as authorized by State law, RUF shall annually, on or before March 31, pay the North Ridgeville City School District an amount equal to Ten Thousand Dollars (\$10,000.00) for the ten-year term of this Agreement. The amount of the annual payment shall be calculated from information derived and maintained by the Office of the Lorain County Auditor. RUF shall also make this annual payment in equal quarterly payments, if so requested by the North Ridgeville City Schools.

IN WITNESS WHEREOF, the City of North Ridgeville, Ohio, by its Mayor, and pursuant to Resolution No. _____, has caused this instrument to be executed this ____ day of _____ 2024, and RUF by Jim Weist, President of RUF US Inc., have caused this instrument to be executed on this ____ day of _____ 2024.

CITY OF NORTH RIDGVILLE

By: _____
Mayor Kevin Corcoran

-and-

RUF US, INC.

By: _____
Jim Weist, President

APPROVED AS TO FORM:

By: _____
Brian Moriarty, Director of Law
City of North Ridgeville

Community Reinvestment Area
COMMERCIAL AND INDUSTRIAL ABATEMENT APPLICATION



INSTRUCTIONS

Complete all fields in the application, and attach additional documentation as necessary. The City of North Ridgeville’s Community Reinvestment Area Program Guidelines are available for review at www.nridgeville.org. Applicants are strongly encouraged to read program guidelines prior to submittal.

Please note that applications for incentives must be submitted and negotiations with the City must be initiated before a development plan application is submitted to the City, or in cases where development plan approval is not required, before any building permits are issued for the project.

COMPANY INFORMATION

1. Name of business, home or main office address, contact person and telephone number:

| | |
|------------------------------------|--|
| RUF US Inc. | |
| <small>Business Name</small> | |
| 771 Sugar Lane | Elyria, OH. 44035-6313 |
| <small>Street Address</small> | <small>City, State, Zip</small> |
| Jim Weist | Folker Hemmann |
| <small>Applicant Name</small> | <small>Finance/Payroll Officer</small> |
| jweist@ruf-briquetter.com | folker@gadc.com |
| <small>Applicant E-mail</small> | <small>Finance/Payroll Officer Email</small> |
| 937-206-4578 | 937-206-1945 |
| <small>Applicant Telephone</small> | <small>Finance/Payroll Officer Telephone</small> |

2. Project site:

| | |
|---------------------------------------|--|
| 07-00-047-000-096 | 38700 Taylor Parkway |
| <small>Parcel ID</small> | <small>Street Address</small> |
| Midway TW LLC | Bob Graham |
| <small>Current Property Owner</small> | <small>Property Owner Contact Person</small> |
| logosrealtyco@windstream.net | 4402252211 |
| <small>Property Owner Email</small> | <small>Property Owner Telephone</small> |

3. Nature of business (office, manufacturing, distribution, wholesale, etc.):

Office, Distribution and Manufacturing

4. Form of business (corporation, partnership, proprietorship or other):

Corporation

5. Name and location of parent company and affiliated companies:

Ruf Trading 1 GmbH & Co. KG Germany, Affiliated companies RUF US

6. Name of principal owner(s) or officers of the business:

The shares of the company are owned by Ruf trading 1 GmbH & Co. Roland Ruf and Wolfmann Ruf

7. Company description including markets served, primary customers, history and business outlook.

RUF is the global leader in manufacturing and selling of Briquetteing Machines. Our machines are designed and built in Germany and in Elyria we sell and service the North American market.

PROJECT INFORMATION

8. Project Type: New Construction Rehabilitation/Remodeling*

*For rehabilitation/remodeling projects, applicants are required to submit an appraisal documenting the anticipated increase in market value of the property based on the proposed improvements. The appraisal must be prepared by an independent real estate appraiser, certified to conduct commercial appraisals. Proof of qualifications must be submitted with the appraisal report.

9. Project Description:

The project will begin with the construction of a new 25k SF facility which can be expanded to approximately 100k Sf facility. The project will contain functions for assembly, warehousing, and administrative.

10. Project Construction Schedule:

Start Date: Q1 24 End Date: Q1 25

11. Current market value of the project site as determined for local property taxation:

Land: \$ \$73 k / Acre (\$769k) Existing Buildings: \$

12. Estimated investment by the business to establish, expand, renovate or occupy the project site:

| | |
|--|-------------|
| Acquisition of Buildings: | \$ |
| New Construction: | \$3,750,000 |
| Additions/Renovations to Existing Buildings: | \$0 |
| Machinery and Equipment: | \$300,000 |
| Furniture and Fixtures: | \$100,000 |
| Other Fees and Expenses: | \$100,000 |
| Total Project Investment: | \$5,019,000 |

13. Will the project involve a consolidation of locations? Yes No

a. If yes, what are the components of the consolidation? Itemize the locations, assets and employment positions to be transferred.

14. Will the project involve the relocation of employment positions within Ohio? Yes No

a. If yes, list location(s) from which employment positions will be relocated. Provide detailed impact of the relocation, including the number of jobs, associated payroll, assets, etc.

Elyria, Ohio only change employment location, we will not have to relocate any of then 10 employees. \$ 900,000.00 in Assets.

b. Has the business previously entered into an Enterprise Zone or CRA Agreement with the local legislative authorities at any site from which employment will be relocated? Yes No

c. If yes, list the local legislative authorities, date and term of the incentives for each Agreement.

City of Elyria, 3/27/2015, starting 1/1/2016 55% for 10 years

15. Provide information regarding existing employment based on the most recent completed fiscal year.

| | Project Site | | Ohio | |
|-----------|----------------|----------------|----------------|----------------|
| | # of Employees | Annual Payroll | # of Employees | Annual Payroll |
| Full Time | | | 8 | 642,451.00 |
| Part Time | | | | |
| Temporary | | | | |
| Total | 0 | 0 | 8 | 642,451.00 |

16. Provide cumulative total employment at the project site over the next five years. Jobs and associated payroll must be located within the City of North Ridgeville. Offsite or remote employment will not be considered for the purpose of incentives.

| Year | Number of Employees | | | Annual Payroll (\$) | | |
|-------|---------------------|-----------|------|---------------------|-----------|------|
| | Full Time | Part Time | Temp | Full Time | Part Time | Temp |
| 1 | 17 | 1 | 0 | 1,275,000.00 | 40,000.00 | 0 |
| 2 | 5 | 0 | 0 | 375,000.00 | 0 | 0 |
| 3 | 5 | 1 | 0 | 375,000.00 | 40,000.00 | 0 |
| 4 | 3 | 0 | 0 | 225,000.00 | 0 | 0 |
| 5 | 5 | 0 | 0 | 375,000.00 | 0 | 0 |
| Total | 35 | 2 | 0 | 2,625,000.00 | 80,000.00 | 0 |

17. Provide requested abatement rate and term:

Rate (%): 75% Term (# years): 10

18. Describe in detail why local financial assistance is necessary for the project to go forward in North Ridgeville.

Post Pandemic pricing is making the development and growth for small business extremely difficult. The request for incentives is directly linked to the commitment Ruf is working to make in the community in both jobs and physical footprint. With the cost of construction, and challenges in the capital markets with financing, Ruf is still

DELINQUENCIES AND LEGAL PROCEEDINGS

19. Provide responses regarding any delinquencies or legal proceedings. If yes to any of the below, please attach documentation of each instance.

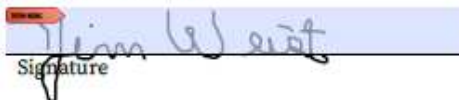
- a. Does the applicant or its affiliates owe any delinquent taxes to the State of Ohio or a political subdivision of the State? Yes No
- b. Does the applicant owe any remuneration to the State or a political subdivision of the State arising from the administration or enforcement of any environmental laws? Yes No
- c. Does the applicant or its affiliates owe other monies to the State or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law? Yes No
- d. Has the applicant, its officers or affiliates been subject to a felony conviction? Yes No
- e. Is the applicant, its officers or affiliates subject to any ongoing criminal or civil litigation? Yes No

APPLICANT'S CERTIFICATION

The applicant certifies that all information in this application, and all information furnished in support of this application, is true and complete to the best of the applicant's knowledge and belief. Information supplied with intent to mislead may lead to rejection of the application or if abatement is granted, later termination of the abatement. The applicant agrees to supply additional information upon request. As part of the review process, the applicant may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the City of North Ridgeville.

Jim Weist President

Name and Title (print)

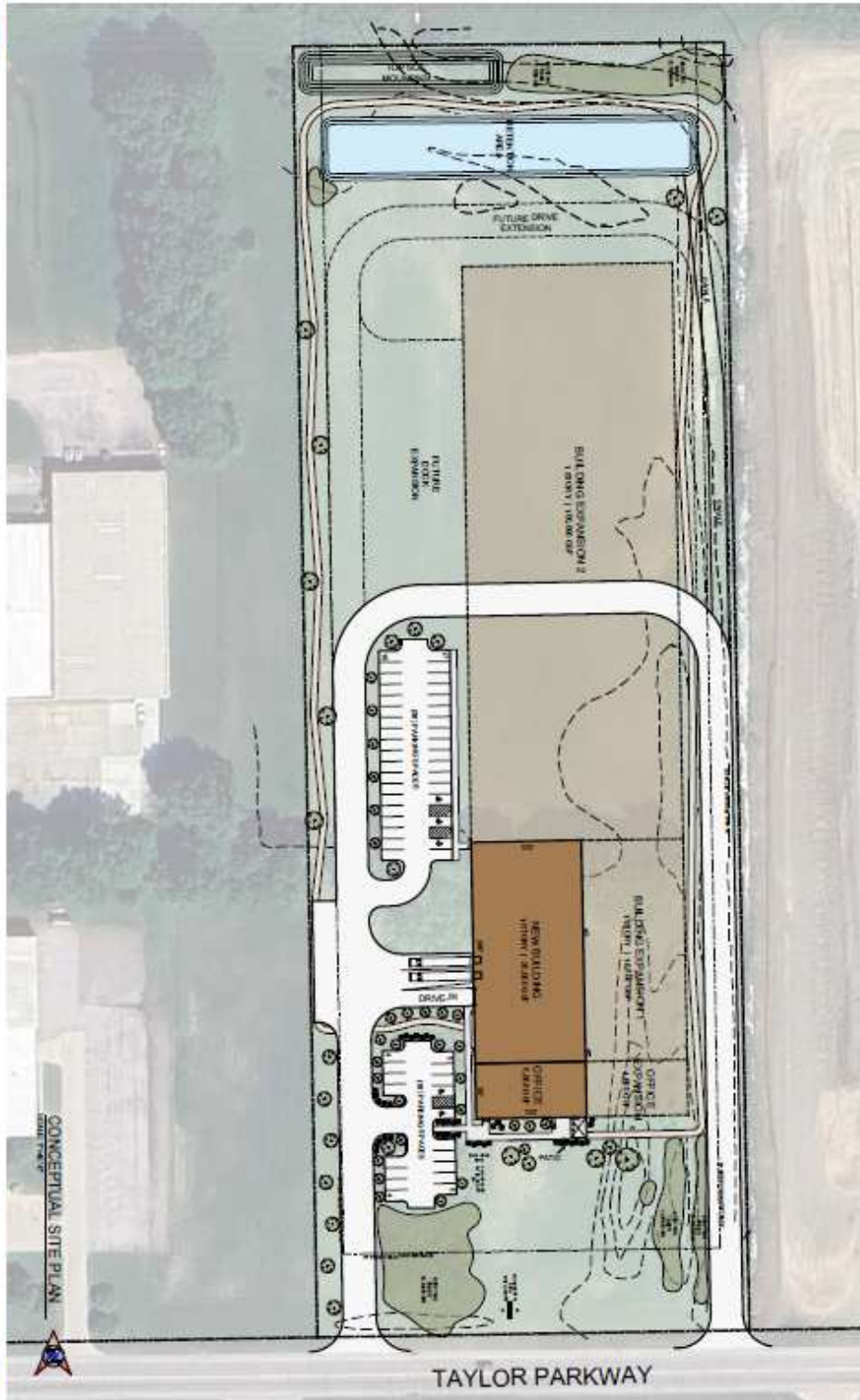

Signature

11/8/2023

Date

Submit completed applications with all supporting documentation along with the \$500 application fee to the address below. Make checks payable to *City of North Ridgeville*.

City of North Ridgeville
Attn.: Kim Lieber, Director of Planning & Economic Development
7307 Avon Belden Road
North Ridgeville, OH 44039



RUF BRICQUETTING SYSTEMS
TAYLOR PKWY, NORTH RIDGEVILLE, OH

SITE & GROUND FLOOR PLAN

CONCEPTUAL SITE PLAN
SCALE: 1" = 20'



RENDERS

RUE BRIQUETTING SYSTEMS
TAYLOR PKWY, NORTH RIDGEVILLE, OH

SECTION 3. That the Director of Finance of the City of North Ridgeville is hereby authorized to draw warrants on the treasury of the City of North Ridgeville for payments on any of the foregoing appropriations, upon receiving proper certification and vouchers therefore, approved by officers authorized by law to approve the same or by an ordinance or resolution of Council to make the expenditure and provide that no warrants may be drawn or paid for salaries or wages, except to persons employed by authority of or in accordance with law or Ordinance.

SECTION 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements.

SECTION 5. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to provide the Department of Finance with the necessary financial resources. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: March 18, 2024



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Mar 22, 2024



Kevin Corcoran
MAYOR

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including §121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure, the emergency being in order to provide the Department of Finance with the necessary financial resources. Wherefore, this Resolution shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: March 18, 2024



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Mar 22, 2024



Kevin Corcoran
MAYOR

EXHIBIT A

City of North Ridgeville
Then and Now Certification Summary

| | <u>Certification Date</u> | <u>Invoice Date</u> | <u>Amount</u> | <u>Purpose</u> |
|-------------------------|---------------------------|---------------------|---------------|---------------------|
| Kokosing Materials, Inc | 3/1/2024 | 9/19/2023 | 39,984.00 | Purchase of asphalt |
| Kokosing Materials, Inc | 3/1/2024 | 9/30/2023 | 52,397.93 | Purchase of asphalt |

action were in meetings open to the public in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5. This Resolution is hereby declared to be an emergency measure, the emergency being in order to accept the grant before the required deadline. Wherefore, this Resolution shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: March 18, 2024



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Mar 22, 2024



Kevin Corcoran
MAYOR

**Ohio Environmental Protection Agency
2024 Water Bottle Refilling Station Grant Agreement**

This Agreement is made and entered into by and between the Director of the Ohio Environmental Protection Agency, hereinafter referred to as the **Agency**, and the **City of North Ridgeville**, hereinafter referred to as the **Grantee**. Agency and Grantee are collectively the "Parties" and each a "Party."

WITNESSETH THAT:

WHEREAS the Grantee, as authorized under Ohio Revised Code (ORC) Chapter 3736, has applied to the Agency for program funding to implement a 2024 Water Bottle Refilling Station Grant, hereinafter referred to as the 2024 WBRSG: and

WHEREAS ORC 3736.05 authorizes the Director, to make grants from the recycling and litter prevention fund created in ORC 3736.03. ORC 3736.05 further authorizes the Director to enter into this agreement; and

WHEREAS the Grantee agrees to perform in compliance with the terms, promises, conditions, and assurances as outlined in the Grantee's 2024 Grant Manual and the 2024 WBRSG Application, a copy of which is attached hereto as Exhibit A and incorporated herein by reference as if fully set forth herein; and

WHEREAS the 2024 WBRSG funds in the amount of **\$10,000.00** have been encumbered. Obligations of the State of Ohio are subject to the provisions of ORC Section 126.07.

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

- I. The Agency hereby awards to the Grantee a grant not to exceed **\$10,000.00**, for the purpose of implementing the project detailed in the Grantee's application. Costs incurred by the Grantee for items that are not part of the approved budget as contained in the Grantee's application, or costs in excess of amounts specified in the approved budget as contained in the Grantee's application are not eligible expenditures. Any grant-related expenditures made prior to the effective date of the grant agreement are also not eligible.
 - II. The Agency shall pay to the Grantee, subject to cash availability, one hundred percent (100%) of its total grant award, to be used for project costs according to the Grantee's approved budget as contained in the Grantee's application. The parties understand and agree that all payments made under this grant award are based on actual costs and are made based upon Grantee's satisfactory performance of Grantee's obligations under this grant agreement.
 - III. The Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability as defined in the Americans with Disabilities Act (ADA). The Grantee shall not, in any manner, discriminate, intimidate or retaliate against any employee on account of race, color, religion, sex, sexual orientation, military status, national origin, disability, age or ancestry. The Grantee shall take affirmative action to
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**Ohio Environmental Protection Agency
2024 Water Bottle Refilling Station Grant Agreement**

ensure that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship.

- IV. The Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause. Furthermore, the Grantee agrees to comply with all pertinent provisions of ORC Section 125.111, 4112.02, and the Drug Free Workplace Act.
 - V. The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA.
 - VI. The Grantee shall comply with the State Equal Employment Opportunity guidelines, and any direction as set forth by officials or agencies of the State or Federal Government that seek to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under this Agreement. Before and during performance, the Grantee shall promptly comply with all requests and direction from the State of Ohio or any of its officials and agencies.
 - VII. Upon the Grantee's noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part, and the Grantee may be ineligible for further state contracts and such other sanctions may be imposed and remedies instituted as otherwise provided by the law.
 - VIII. It is fully understood and agreed that neither Grantee nor any of its employees or other personnel shall at any time or for any purpose, be considered as agents or employees of the Ohio EPA or the State of Ohio. The Grantee certifies that neither the Grantee nor its employees or other personnel are public employees of the Agency under federal or state law for tax, Workers' Compensation, and retirement deduction purposes.
 - IX. Compliance Assurance: The Grantee shall carry out and administer the project according to all applicable federal, state, and local laws, rules, regulations, ordinances and the terms of this Agreement, as outlined in the Agency's 2024 WBRSG Application and Grant Manual.
 - X. The Agency shall at any reasonable time have the right of access to and the right to audit all books and records, financial or otherwise, pertinent to the administration and operation of this project. The Grantee shall keep said books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits and inspections. In the event of a special audit, the Grantee will be responsible
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for the actual cost of the audit. Said costs shall be determined by the State of Ohio.

- XI. The Grantee by signature on this document, certifies that it: (1) has reviewed and understands the Ohio ethics and conflict of interest laws, including the requirements found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (2) Grantee is currently in compliance with and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws. The Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. No personnel of Contractor or public official, employee or member of the governing body of any locality in which work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of the work, voluntarily acquire any personal interest that is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out the work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such personal interest, shall immediately disclose his or her interest to Ohio EPA in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Ohio EPA determines in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to public interest.
- XII. The Grantee affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of the amounts specified in ORC 3517.13, to the Governor or to his campaign committees.
- XIII. The Grantee affirmatively represents and warrants to Agency that it is not subject to a finding for recovery under ORC 9.24 or otherwise qualifies under that section. The Grantee agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by Agency hereunder immediately shall be repaid to Agency, or an action for recovery immediately may be commenced by Agency for recovery of said funds. The Grantee affirmatively represents and warrants to Agency that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or ORC 125.25. If this representation and warranty is false, this Agreement is void *ab initio* and Grantee shall immediately repay to the State any funds paid under this Agreement.
- XIV. Implementation of the approved 2024 WBRSG project as outlined in the Grantee's 2024 WBRSG Approved Application and this Agreement shall not commence until the Agreement is signed by all parties or **April 1, 2024**, whichever is later. The Agency shall not be responsible for any costs incurred by the Grantee prior to the effective date of this Agreement.
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XV. Grantee represents and warrants that:

1. It is not subject to any judgment or decree of a court of competent jurisdiction or governmental agency that would limit or restrict its right to enter and carry out this Agreement.
2. Neither the execution of this Agreement nor the consummation of its transactions will constitute a breach under any contract or agreement to which it is a party or by which it is bound.
3. It has made no false statements to the other party or any of its employees or agents in the process of obtaining this Agreement
4. It has the authority to execute this Agreement and perform their obligations under this Agreement.
5. It has received no written notice that any investigation, action or litigation is pending or threatened, which materially and adversely affects this Agreement.

XVI. This Agreement shall remain in effect until **March 31, 2025**. The Agency reserves the right, at any time after execution of this Agreement, and with or without cause, to terminate, revise, or extend the grant in whole or in part, upon written notification to the Grantee. The Grantee, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible. In the event of such termination, the Grantee will be paid for approved expenditures incurred prior to termination and for any noncancelable obligations properly incurred by the Grantee prior to termination. If requested by the Agency, the Grantee shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. The Grantee agrees to waive any right to, and shall no claim for, additional compensation against the Agency by reason of such termination.

XVII. The Grantee reserves the right, at any time after execution of this Agreement to terminate the program, in whole or in part, upon a thirty (30) day written notification to the Agency. In the event of such termination by the Grantee, the Grantee shall not incur any new obligations and shall make a good faith effort to cancel as many outstanding obligations as possible.

XVIII. All unspent funds and unallowed expenditures shall be returned to the Agency within forty-five (45) days of receiving notification of any termination of the grant or program. Any payment not received within forty-five days of the due date may be turned over to the Attorney General for collection as a delinquent claim, and the Grantee agrees to pay the Agency all costs the Agency incurs for delinquent collections by the Attorney General's office.

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- XIX. The Grantee affirms to have read and understands Executive Order 2019-12D and Executive Order 2022-02D and shall abide by those requirements in the performance of this Agreement and shall perform no services required under the Agreement outside of the United States or purchase services from or investment in Russian institutions and companies. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Grantee performs outside of the United States for which it did not receive a waiver or funds paid for services from or investments in Russian institutions and companies. The State does not waive any other rights and remedies provided the State in this Agreement. The Executive Orders are available at:

<https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>

<https://governor.ohio.gov/media/executive-orders/Executive-Order-2022-02D.gov>

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

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

The State may, at any time after the breach, terminate the Agreement, upon written notice to the Grantee. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.

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

Notwithstanding the State permitting a period of time to cure the breach or the Grantee's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement, including but not limited to recovery of funds paid for services the Grantee performed outside of the United States, purchases of services from or investments in Russian institutions and companies, costs associated with corrective action, or liquidated damages.

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- XX. Until termination of this contract (expiration date – see condition XVI) and for a period of three years following termination, the **Agency** may require repayment of any funds, up to the full amount that has been distributed, upon a finding by the Director that **Grantee** has failed to implement the project detailed in the **Grantee's** application. If the **Agency** terminates this agreement pursuant to this paragraph, any funds already distributed to **Grantee**, including funds that have already been spent, shall be returned to the **Agency** within forty-five (45) days of receiving notification of termination. Any payment not received within forty-five days of the due date may be referred to the Ohio Attorney General's Office for collection as a delinquent claim, and the **Grantee** agrees to pay the **Agency** all costs the **Agency** incurs for delinquent collections by the Ohio Attorney General's Office. **Grantee** shall require all contracts with subcontractors to include legal mechanisms (e.g., default judgments or liens) to recover funds pursuant to this paragraph.
- XXI. Neither this Agreement, nor any rights, duties, nor obligations hereunder, may be assigned, delegated, or transferred in whole or in part by the **Grantee** without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State. This Agreement represents the complete and final agreement between the Parties and supersedes any previous writing or understanding.
- XXII. Each party shall be responsible for its own acts and omissions and will be responsible for any and all damages, costs, and expenses that arise out of the performance of this Agreement and that are due to that party's own negligence, tortious acts, or other conduct or that are due to the negligence, tortious acts, or other conduct of the party's respective agents, officers, or employees.
- XXIII. The **Grantee** represents and warrants that the **Grantee** shall maintain sufficient insurance on any property for which grant funds have been expended under this Agreement to improve the property site, or to re-establish the physical plant of the operation in the case of fire, theft, or other destructive occurrence, and the **Grantee** shall maintain sufficient insurance in an amount equal to the replacement value of any equipment for which grant funds have been expended under this Agreement.
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The effective date of this Agreement is the date when the Director of the Ohio Environmental Protection Agency signs this Agreement, or **April 1, 2024**, whichever date is later.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Grantee: City of North Ridgeville
Award: \$10,000.00

(I, we) have the authority to sign this Agreement and do so in (my/our) respective capacities:

Grantee Signature

E-SIGNED by Kevin Corcoran
on 2024-03-11 16:34:26 GMT

2024-03-11 16:34:26 UTC

Signed: _____ **Date:** _____

Authorized Official: Kevin Corcoran, Mayor
City of North Ridgeville

Ohio Environmental Protection Agency Signature

E-SIGNED by Daniel Sowry
on 2024-03-11 17:10:11 GMT

2024-03-11 17:10:11 UTC

Signed: _____ **Date:** _____

Dan Sowry, Assistant Chief
On behalf of Anne M. Vogel, Director, per 5/10/2023 Delegation of Authority
Ohio Environmental Protection Agency

