

**Lead Service Line Inventory and
Mapping Grant Application and Guidelines**

Division of Drinking and Ground Waters

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1. **Introduction**

For state fiscal year 2022, the H2Ohio initiative has allowed Ohio EPA to continue partnerships with communities across Ohio. Governor DeWine’s H2Ohio initiative is a comprehensive and data-driven approach to reduce harmful algal blooms, improve wastewater and water infrastructure, and prevent lead contamination. It requires collaboration between the Ohio Lake Erie Commission, Ohio Department of Natural Resources, Ohio Department of Agriculture, and Ohio EPA to achieve the program’s goals.

In 2022 Ohio EPA will allocate $1.4 million from H2Ohio funds to provide grants for public water systems to identify and map lead service lines. These activities allow public water systems to include service line inventories into their asset management program for future full lead service line replacement. By identifying and replacing lead service lines the public water systems will ensure they are able to provide safe and reliable drinking water to Ohioans.

1. **Grant Application Guidelines**
2. Deadlines and Review Dates

Applications ([Appendix A](#AppendixA)) will be accepted continuously beginning on March 28, 2022, until funding is exhausted. Grant applications will be reviewed and processed continuously, and a written award or denial determination will be issued by Ohio EPA within 14 days from the receipt of the application.

1. Eligibility

Applications will be evaluated based on minimum qualifications outlined in the application and an acceptable and complete application is how Ohio EPA will determine readiness-to-proceed. Grants are available to all Community and Non-transient non-community public water systems.

1. Eligible Activities

Grant funding is restricted to the activities related to the identification, mapping, and integration of service line information into the public water systems asset management program for future replacement of lead service lines. Eligibility of activities will be project specific and determined on a case-by-case basis by Ohio EPA. Eligible activities may include, but are not limited to:

* Activities related to identification and verification of service line materials.
* Activities related to developing an asset inventory and its integration into a Geographic Information System (GIS).
* Activities related to the incorporation of service line information into the public water systems asset management program for future service line replacement planning.

**Construction or replacement activities are not eligible under this grant.**

1. Grant Amounts and Project Duration

Total grant awards can be based on estimated costs and documentation provided by the grantee prior to the start of the project. Individual public water systems can receive up to 50,000 dollars per grant. The funds will be paid on a reimbursement basis. Work must occur and the associated invoices and required close out documents must be submitted to Ohio EPA, prior to grant reimbursement. Total reimbursement cannot exceed the original amount in the signed grant award.

From the date of the signed grant contract all grant related activities are expected to be completed within 12-months including the submissions of close out documents to Ohio EPA for reimbursement. If needed, a grant extension of up to 6-months can be requested. The extension must be requested prior to the end of the original 12-month period. Request the extension in writing to DDAGW\_LSL\_Map\_Grant@epa.ohio.gov. If the extension is approved all grant related activities are expected to be completed within 18-months of the original grant contract.

Reimbursement requests may be submitted in up to two phases, in accordance with the project description and schedule. See the application in for more details.

1. Assistance with Applications

Please direct all inquiries to Ohio EPA at (614) 644-2752 or by email at DDAGW\_LSL\_Map\_Grant@epa.ohio.gov

1. Application Submittal

Application and supplemental information may be submitted by submitting a hard copy (paper) application to the address on the cover of this guidance document or e-mailed to: DDAGW\_LSL\_Map\_Grant@epa.ohio.gov

Submissions must be readable by Microsoft Word 2010 or newer software (for text, tables, and related materials) and Microsoft Excel 2010 or newer software (for spreadsheets). If you do not receive confirmation within two business days that your application has been received, please call the Division of Drinking and Ground Waters.

1. Review of Applications

Complete applications will be reviewed continuously, and applications will be reviewed within 14 days upon receipt.

1. Grant Award Process
2. Submit an application ([Appendix A](#AppendixA)) for a project meeting the eligibility requirements listed above.
3. Ohio EPA will review the application and notify the applicant within 14 business days in writing on the award determination. If awarded, the grantee will also be sent a contract to review and sign. An example of this contract can be found in [Appendix B](#AppendixB). The award notice and contract will be sent via email or mail and will indicate that the application has been approved and will indicate the award amount that will be reimbursed once the work is complete and the close out documents are submitted and approved.
4. Once the grantee accepts the grant award, by signing the contract, the grantee will have 12-months to complete the work identified in the proposed project and submit the reimbursement form ([Appendix D](#AppendixD)) and applicable closeout documents. If an extension is needed, the grantee may request up to a 6-month extension. The proposed reimbursement schedule should be included in the project description including project activities and the estimated cost of each activity. The project may consist of two phases. At the end of each phase the grantee may submit close out documents for reimbursement of that phase. The sum of all phases cannot exceed the maximum of the grant award.
5. Upon receipt of the reimbursement form and applicable close out documents, Ohio EPA will issue payment to the public water system reimbursing them for the cost of the project up to the maximum amount in the grant agreement. Close out documents are project specific and must show proof that project activities were met. The reimbursement form ([Appendix D](#AppendixD)) lists examples of possible close out documents. The award letter will list the required close out for reimbursement. Additional closeout documents may be required prior to reimbursement upon request.

**If there are changes to the proposed project during project implementation, please notify Ohio EPA. Ohio EPA will review proposed changes for approval on a case-by-case basis.**

1. State of Ohio Supplier Portal

To be reimbursed the grantee will be required to have an account with the Sate of Ohio’s Supplier Portal. The Supplier Portal is a self-service application that provides Supplier’s access to register to do business with the state, manage users and view real-time status of purchase orders, invoices, and payment information. Once all closeout documents have been received, reviewed, and approved Ohio EPA will process the reimbursement.

If you are unsure if your organization is signed up for Ohio’s Supplier Portal or if you need assistance with creating an account or logging into an existing account, please visit Ohio’s Supplier webpage at: supplier.ohio.gov. If you have additional questions about Supplier Portal that are not answered here, please contact Ohio OBM Shared Services Contact Center at OBM.SharedServices@OBM.ohio.gov or **1-877-644-6771**, Monday-Friday 8:00am-5:00pm EST.

**Appendix A – Lead Service Line Inventory and Mapping Grant Application**



**Lead Service Line Inventory and Mapping Grant Application**

**Section 1 - Contact Information for Applicant**

**Table 0‑1 Please provide contact information for the Authorizing Agent/Owner who is authorized to sign the grant contract on behalf of the public water system.**

|  |  |
| --- | --- |
| a. Full name of Public Water System: |       |
| b. PWS Identification Number (PWSID): |       |
| b. Federal Employer Identification Number (EIN): |       |
| c. Street Address: |       |
| d. City: |       |
| e. State: |       |
| f. Zip Code: |       |
| g. County: |       |
| h. Authorizing Agent: |       |
| i. Authorizing Agent Phone Number:  |       |
| j. Authorizing Agent Email Address: |       |

**Table 0‑2 Contact Information for Project Director (person who will oversee the implementation of the project).**

|  |  |
| --- | --- |
| 1. Project Director (Primary Contact):
 |       |
| 1. Title:
 |       |
| 1. Street Address:
 |       |
| 1. City:
 |       |
| 1. State:
 |       |
| 1. Zip Code:
 |       |
| 1. Phone:
 |       |
| 1. Fax:
 |       |
| 1. Email Address:
 |       |
| 1. Alternative or Additional Contacts *(Name, Title, Phone, Email)*:
 |       |
| 1. Title:
 |       |
| 1. Phone:
 |       |
| 1. Email Address:
 |       |

**Table 0‑3 Contact Information for applicant’s Fiscal Agent (person who will process the grant payment from Ohio EPA)**

|  |  |
| --- | --- |
| a. Fiscal Agent:  |       |
| b. Title: |       |
| c. Street Address: |       |
| d. City: |       |
| e. State:  |       |
| f. Zip Code:  |       |
| g. Phone:  |       |
| h. Fax: |       |
| i. Email Address: |       |
| j. Alternative or Additional Contacts *(Name, Title, Phone, Email)*: |       |

**Table 1-4 Supplier ID information**

|  |  |
| --- | --- |
| Ohio Supplier ID Number  |  |

If your organization does not have an Ohio Supplier ID number, please sign up for the Supplier Portal at supplier.ohio.gov and notify Ohio EPA of the Supplier ID number once received**.**

**Section 2 - Applicant Certification Statement**

***Instructions***: Please have the Authorizing Agent/owner read the Statement of Certification below and sign it in Table 2-1, row A. Applications must be submitted electronically and include an electronic signature, or certification will be required from those applicants when the grant contract is sent out for signature.

**Statement of Certification**

I certify that to the best of my knowledge the information contained in this application and in the supplemental material is correct and complete. I certify that the funding requested satisfies the eligibility requirements for this Program as represented in the Program Description and related materials. I certify that I understand that the funding under this Program is subject to restrictions and other conditions listed below, including *(inter alia)*:

* [ ] The applicant will use the funding under this Program for the specific purposes defined in the grant application and guidelines.
* [ ] The public water system receiving equipment under this Program is owned and operated by the applicant public water system.
* [ ] The applicant will not use funding under this Program to purchase hardware or services for which the applicant has received, or will receive, payment from another source or under another program.
* [ ] The applicant will submit a close out documents and the reimbursement form including supplemental documents to Ohio EPA upon completion of the project.
* [ ] The applicant will provide the Ohio EPA access to the equipment or data recorded with grant funding, facilities where the equipment is located, and documentation related to funding received from this Program, based on reasonable notice of a request for such access.
* [ ] The applicant has received approval from its governing body, to apply and make use of the funding under this program.
* [ ] The applicant will follow the public water system’s procedures and applicable federal guidelines to procure the products and services funded under this Program. Applicants are encouraged to conduct competitive procurements.
* Where applicable under ORC 3517.13(l) or ORC 3517.13(J), the applicant’s Authorizing Agent or spouse has not made, within the two previous years, one or more contributions totaling in excess of $1,000 to the Governor or his campaign committees.
* Where applicable, the applicant public water system is in compliance with the Federal Drug-Free Workplace Act of 1988 (41 USC Section 701, et seq.); state ethics laws and conflict of interest laws; and state regulations covering non-discrimination in hiring and affirmative action (ORC 125.111).

I authorize Ohio EPA to make any necessary inquiries to verify the information that I have presented. I acknowledge that the information in this application is not confidential and may be released as required by the Program.

**Table 2‑1. Applicant Certification Signature**

|  |  |
| --- | --- |
| 1. Signature of Authorizing Agent/Owner:
 |  |
| 1. Date:
 |       |
| 1. Name *(typed)*:
 |       |
| 1. Title or relationship to applicant organization:
 |       |
| 1. Name of Public Water System
 |       |

**Section 3. Current Inventory Status**

Please provide the current lead service line map and inventory that has been developed to date. Also, include a description of the previous work completed or work that is currently in process for service line inventory efforts. This should be included as an attachment to the application.

Ohio EPA has made the decision to allow an extension from March 17, 2022 until December 31, 2022 for the current map submittals. The required content and format for these maps is unchanged from the 2017 submission. However, public water systems should make an effort to include any new information about known or potential lead service lines. The current lead maps submitted with the H2Ohio Lead Service Line Inventory and Mapping grant application, will meet the lead map requirement due by December 31, 2022.

**Section 4 - Project Description**

Please provide a description of the proposedproject. This can include the type ofGIS platform being used, any equipment being purchased for identification, or third-party technical assistance. The Lead Service Line Inventory and Mapping Grant Program requires the project be completed within 12-months of the date of the signed contract unless an extension has been granted. Reimbursement requests can be made in two phases based on the project schedule provided with the appropriate close out documentation. Please provide the estimated schedule for this project including the number of phases and each phase should include project milestones with estimated costs. Project can be completed and reimbursed in one or two phases.

|  |
| --- |
| **Project description (if needed, submit as an attachment to application):**  |

|  |  |
| --- | --- |
|  | **Supporting Documentation** |
|  | [ ] [ ]  | **Please check this box if a supporting document is attached for this section.** |

**Section 5 - Estimated Project Duration & Cost**

Please list project activities, expected duration, and estimated costs for each planned phase.

**Phase One**

|  |  |  |
| --- | --- | --- |
| **Project Activity** | **Estimated Duration (months)** | **Estimated Cost ($)** |
| ***e.g., GIS Software*** | ***e.g., 6-months***  | ***e.g., $8,000*** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**Phase Two (if applicable)**

|  |  |  |
| --- | --- | --- |
| **Project Activity** | **Estimated Duration (months)** | **Estimated Cost ($)** |
| ***e.g., GIS Software*** | ***e.g., 6-months***  | ***e.g., $8,000*** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

|  |  |
| --- | --- |
|  | **Supporting Documentation** |
|  | [ ] [ ]  | Please check this box if a supporting document is attached for this section. |

**Section 5 - Supplier Information**

**Table 5‑1. Supplier Identification Information and Cost (if applicable)**

Please complete the following table if you plan to use a third party for technical assistance. If there are multiple suppliers, please copy and paste this table, as much as needed, to provide complete information for each supplier.

|  |  |
| --- | --- |
| 1. Name of Supplier:
 |       |
| 1. Full Address:
 |       |
| 1. Contact Name:
 |       |
| 1. Telephone Number:
 |       |
| 1. Fax Number:
 |       |
| 1. Email:
 |       |
| 1. Service or Product Being Provided:
 |       |
| 1. Total Cost:
 |       |

**Attachment: Supporting Documentation Requirement for Cost Estimates**

Supporting documentation for each cost is required to be submitted with your application. Applicants are encouraged to seek competitive pricing for the products meeting the standards described in Section II (d) and must follow their own procurement procedures as established under state law. It is not required to attach more than one quote to this application, but the public water system should keep on file records of price quotes it considered, to be able to demonstrate upon request that competitive procurement was conducted. Attach a hard copy of a price quote from a vendor as supporting documentation in the Attachments section.

|  |  |
| --- | --- |
|  | **Supporting Documentation** |
|  | [ ] [ ]  | Please check this box if a document is attached that fulfills the supporting documentation requirements of this section. |

**Appendix B – Example Grant Contract**

**H2Ohio Direct Assistance PWS Standard Grant Agreement**

This Agreement is made and entered into as of the “Effective Date” by and between the Director of the Ohio Environmental Protection Agency, hereinafter referred to as the **Ohio EPA**, and the\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(PWS),** *[****if applicable add*** *a governmental body organized and existing under the laws of the State of Ohio],* its contractors, agents, and successors,hereinafter referred to as the **Grantee,** for the**Lead Service Line Inventory and Mapping Program**.

Example

WITNESSETH THAT:

 **WHEREAS**Ohio Revised Code Section 126.60 established the H2Ohio Fund andauthorizes the Director of the Environmental Protection Agency to distribute money appropriated to the H2Ohio Fund by awarding or allocating grants or money for the development and implementation of projects and programs that are designed to address water quality priorities, support watershed planning, scientific research and data collection; and which may be used by Ohio EPA to fund waterway improvement and protection of all waterways in support of water quality priorities and management in accordance with section 126.60 of the Revised Code.

**WHEREAS** Obligations of the State of Ohio are subject to the provisions of ORC Section 126.60. WHEREAS ORC section 126.60 identifies the following purposes as eligible for the H2Ohio Fund:

(1) Agriculture water projects;

(2) Community water projects;

(3) Nature water projects;

(4) Awarding or allocating grants or money, issuing loans, or making purchases for the development and implementation of projects and programs, including remediation projects, that are designed to address water quality priorities;

(5) Funding cooperative research, data gathering and monitoring, and demonstration projects related to water quality priorities;

(6) Encouraging cooperation with and among leaders from state legislatures, state agencies, political subdivisions, business and industry, labor, agriculture, environmental organizations, institutions of higher education, and water conservation districts;

(7) Other purposes, policies, programs, and priorities identified by the Ohio Lake Erie commission in coordination with state agencies or boards responsible for water protection and water management, provided that the purposes, policies, programs, and priorities align with a statewide strategic vision and comprehensive periodic water protection and restoration strategy.

 **WHEREAS** the Director of Ohio EPA has determined that **Grantee’s Lead Service Line Inventory and Mapping Program** conforms to the requirements of uses for the H2Ohio Fund and meets the eligibility criteria of the H2Ohio Fund as specified in ORC Section 126.60.

**WHEREAS,** for purposes of this H2Ohio Grant Award, “Eligible Project/Program Costs” may be reimbursed out of this Grant from the H2Ohio Fund in an amount not to exceed **$50,000.00** are also depicted in Exhibit 1, which shall be fully incorporated by reference into this H2Ohio Grant Agreement as **Exhibit 1**.

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

1. **Grant Award.** The **Director** hereby awards to the **Grantee** a Grant not to exceed **$50,000.00** from the money appropriated to the H2Ohio Fund for the purpose of implementing the project/program detailed in **"Exhibit 1"** for the **Work Activities**for eligible expenditures for the project/ program activities related to the identification, mapping, and integration of service line information into the public water systems asset management program that the Director has determined meets the eligibility criteria for use of H2Ohio Funds as specified in ORC section 126.60.

Costs or expenditures incurred by the **Grantee** or **Grantee’s** Contractors, Employees, or Agents for items or services that are not part of the approved budget as depicted in Exhibit 1 or that exceed the amount of this Grant Award may not be paid out or reimbursed from the Grant. Any grant-related expenditures made or paid prior to the effective date of the grant agreement will not be reimbursed pursuant to this agreement.

Example

1. **(Grantor)** On behalf of the Director of Ohio EPA, the Division of Drinking and Ground Waters “DDAGW” shall be responsible for evaluation of the Grantee's adherence to this agreement, authorization of payment of the award to the Grantee, and authorization of modification(s) to this Agreement. The Ohio EPA DDAGW Chief, or his/her designee, shall coordinate communications with the Grantee's Project Director of the Grant Project or Grantee's Authorizing Agent.
2. **(Grantee's Project Director)** The Grantee's Project Director shall, in accordance with the proposed budget, coordinate 1) the work activities, and requirements set forth in the body of this Agreement in order to procure the supplies, training and equipment described in the approved application and 2) the work, activities and requirements set forth in the Grant Application. The Grantee's Project Director shall coordinate all work through the DDAGW Chief, or his/her designee.
3. **(Scope of Work)** The Grantee shall successfully perform and complete: 1) the work, activities, and requirements set forth in the body of this Agreement; and 2) the work, activities, and requirements set forth in the Grant Application, attached hereto as **"Exhibit 1"** and fully incorporated herein.
4. **(Adherence to Budget)** The Grantee has submitted to the Grantor, as a condition precedent to this Agreement, a proposed Budget. The Grantee stipulates and agrees that the proposed Budget accurately reflects anticipated project resources and expenditures for the term of this Agreement. The Grantee shall complete the work, activities, and requirements set forth in the body of this Agreement and in **"Exhibit 1"** (attached hereto and incorporated herein) in accordance with the proposed Budget (Section 3 of Exhibit 1).
5. **(Project Period)** The parties agree that the "Project Period" is from the date when the last required signature is affixed hereto, to a date within twelve (12) months from said date when reimbursement is requested by the grantee. The Project Period may be extended if a written request submitted by the Grantee to the Grantor is approved in writing by the Grantor.
6. **Grant Method of Disbursement and Release of Fund.** The **Grantee** agrees that all payments made under this Grant Award represent reimbursements based on actual costs and are made based upon **Grantee’s** satisfactory performance of **Grantee’s** obligations under this Grant Agreement.

Example

Grantee shall request disbursements, and Grantor may make disbursements, which at all times shall be at Grantor’s discretion, in accordance with the following schedule and requirements:

1. Grantee may submit payment requests for costs incurred for eligible expenditures on a form prescribed by Grantor, with copies of supporting documents including invoices. The amount of payment request(s) shall not exceed the costs incurred, or the total amount of the Grant Award. Reimbursement requests may be submitted within twelve (12) months of the grant award date unless a written time extension has been approved in writing by Grantor. Grantee may not seek reimbursement for any costs incurred prior to the effective date of this Grant Agreement.
2. All payments made under this grant award are based on actual costs and are made in consideration of the Grantee’s promises and the Grantee’s satisfactory performance as set forth in this Agreement.
3. The documentation for the release of Grant Funds shall be in a form and substance as required by Grantor, from time to time.
4. The release of Grant Funds shall be in accordance with the schedule set forth in this section II, unless Ohio EPA approves in writing a request for a change to the schedule, but any such change shall not change the total Grant Award in an amount not to exceed **$50,000.00**.
5. At all relevant times, the adequacy of Grantee’s request for the release of Grant Funds shall be at the sole discretion of Grantor.
6. **Changes to Project or Method of Disbursement.** Any change or changes that substantially modify theMethod of Disbursement, will be submitted to Ohio EPA for prior written approval, and will be at Ohio EPA’s discretion. The **Grantee** shall not submit payment requests for costs associated with the change orders until Ohio EPA approval has been obtained. Any changes or modifications made in accordance with this section shall be contingent upon Ohio EPA written approval, shall be consistent with the requirements of ORC section 126.60, and comply with Federal and State law, including the requirements of ORC Chapters 6109 and 6111. Any changes or modifications made in accordance with this section to this agreement or to the exhibits attached to this agreement shall be incorporated fully herein, and subject to the terms and conditions of this Grant Agreement.
7. **Grantee’s Representations.** **Grantee** agrees to proceed expeditiously with, and complete, the Projects/Programs in accordance with the specific terms and conditions of each of the following: this Grant Agreement and any exhibits or agreements with the State incorporated herein or related to the Project, permit and plan approvals, and the approved project detailed plans and specifications. **Grantee** also agrees to proceed under this agreement in a manner which conforms with the eligibility requirements of the H2Ohio Fund as specified in ORC Section 126.60. **Grantee** accepts such performance as an essential element of this Agreement.
8. **Nondiscrimination.** 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 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.

Example

The **Grantee** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by theAgency 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.

1. **State Financial Commitment.** Nothing in this Agreement shall constitute, or be deemed to constitute, an obligation of future appropriations by the General Assembly of the State of Ohio. The State of Ohio’s financial commitment to the **Project/Program** shall not exceed the Ohio EPA’s grant to **Grantee** described in Paragraph I.
2. **Drug-Free:** 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.
3. 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.
4. 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.
5. 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.
6. This Agreement may be canceled, terminated, or suspended in whole or in part upon a determination by the Ohio EPA that the **Grantee** is in Breach of this Agreement due to any violation of the terms or conditions of this Agreement, including **Grantee’s** representations under this Agreement and the requirement that the **Grantee’s** project/program meets the eligibility criteria of the H2Ohio Fund as specified in ORC section 126.60. Such a determination may render **Grantee** ineligible for reimbursement under this Grant Agreement or further state contracts.
7. 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 theAgency under federal or state law for tax, Workers’ Compensation, and retirement deduction purposes.

Example

1. **Compliance Assurance:** The **Grantee** shall carry out and administer the projectaccording to all applicable federal, state, and local laws, rules, regulations, ordinances, and the terms of this Agreement. Nothing in this agreement is intended to constitute approval from the Ohio EPA for activities associated with the construction and operation of the project. **Grantee** is responsible for applying for and receiving all applicable permits and approvals for the project in accordance with applicable federal, state, and local requirements.
2. **Grantor Access:** The designated representatives of Ohio EPA shall have access to inspect the work described in the project, and retain all other lawful access pursuant to statute, regulation, or other agreements.

1. **Project Phase and Fiscal Reports**.

**Project Phase Metrics Reports and Fiscal Reports** for the Projects/Program subject to this Grant Agreement shall be prepared by **Grantee** and submitted to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice*, in accordance with the project phases in the application. Each report shall include a narrative describing the activities that were undertaken with respect to the Grant Agreement, together with detailed information on the project/program, including any relevant metrics demonstrating the mapping of service lines, which shall include the most current and up to date Lead maps, and identification of lead service lines, integration into a GIS platform, compilation of LSL inventory, and incorporation of service lines into the public water systems’ asset management program for future service line replacement planning.

**Fiscal Reports** shall be included with the Project Phase Reports for the H2Ohio funded portion of the projects/program or Close-Out of the Grant. The Fiscal Reports shall include a financial report signed by an authorized official of Grantee, which demonstrates to Ohio EPA’s satisfaction that the H2Ohio Grant was utilized for eligible program expenditures.

Notwithstanding that Project Phase and fiscal reports shall also be due in accordance with the timelines for phases set forth in the application, project phase reports shall be submitted no later than 12 months from the effective date of this Grant Agreement, unless a change is approved by Ohio EPA in writing.

1. **Final Reports.**

**Final Project Report.** Not later than 60 days following completion of the H2Ohio funded portion of the **project/program** Grantee shall prepare and submit to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice* a Final Report of the project activities that were undertaken with respect to the H2Ohio Grant, including any relevant metrics demonstrating the mapping of service lines, which shall include the most current and up to date Lead maps, and identification of lead service lines, integration into a GIS platform, compilation of LSL inventory, and incorporation of service lines into the public water systems asset management program for future service line replacement planning.

**Final Fiscal Report**. Not later than 60 days following completion of the H2Ohio funded portion of the **project/program**, **Grantee** shall: (i) complete a full, final written accounting of the expenditure of the H2Ohio Grant funds utilized under this agreement; and (ii) submit a copy of such accounting to **Ohio EPA DDAGW** at the address provided in *Section XXXI, Notice*, for review and approval. The Final Fiscal Report shall include a summary of the fiscal reports, reflecting that all amounts disbursed were utilized for eligible expenditures, and reflect any remaining expenditures to demonstrate to Ohio EPA’s satisfaction that the H2Ohio Grant was utilized for eligible expenditures up to the amount of the total **grant award**. The final fiscal report shall be signed by the project manager and **Grantee’s** fiscal agent. If the final fiscal report documents that not all funds were disbursed and the project is complete, all unused funds shall be returned to Grantor within 30 days.

Example

1. **Grantor Right to Audit.** Grantor 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 for the actual cost of the audit. Said costs shall be determined by the State of Ohio.
2. **Records. Grantee** shall preserve all account statements, documents and other records associated with this Agreement and the **Project/Program** Account for a minimum of five (5) years after termination of this Agreement.
3. The **Grantee** shall keep and make available to the Ohio Auditor of State all books and records, financial or otherwise, pertinent to the administration and operation of this project. **Grantee** shall keep such books and records in a manner consistent with generally accepted accounting procedures in a common file to facilitate audits by the Ohio Auditor of State. The **Grantee** will be responsible for the actual cost of all audits. Said costs shall be determined by the State of Ohio. The **Ohio EPA** shall at any reasonable time have the right of access to and the right to review all books and records, financial or otherwise, pertinent to the administration and operation of this project.
4. 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.
5. 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.
6. 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.

Example

1. The **Grantee** affirmatively represents and warrants to **Ohio EPA** 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 Ohio EPA hereunder immediately shall be repaid to Ohio EPA, or an action for recovery immediately may be commenced by Ohio EPA for recovery of said funds. The **Grantee** affirmatively represents and warrants to Ohio EPA 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.
2. The **Ohio EPA** shall not be responsible for any costs incurred by the **Grantee** prior to the effective date of this Agreement and any grant-related expenditures made prior to the effective date of the Grant Agreement will not be reimbursed.
3. **Grantee** 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 **Grantee’s** own negligence, tortious acts, or other conduct or that are due to the negligence, tortious acts, or other conduct of the **Grantee’s** respective agents, officers, or employees.
4. **Indemnity. Grantee** agrees to indemnify, save, and hold harmless Ohio EPA from any claims or causes of action arising from, or related to, implementing the **Project/Program**, including any acts or omissions of **Grantee**. Ohio EPA shall not be considered a party to and shall not be held liable under any contract entered into by **Grantee** in carrying out the activities pursuant to this Agreement.
5. **Severability.** A determination by a court of competent jurisdiction that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part hereof, except to the extent that such other part is wholly dependent for its operation on the part so declared invalid.
6. This Agreement shall remain in effect until the entire **project/program** is completed and the Auditor of State has completed the local government audits for the last year in which grant funds were disbursed. If the Ohio Auditor of State issues a finding for recovery to the Grantee, the **Ohio EPA** reserves the right, at any time after execution of this Agreement 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. If requested by the **Ohio EPA**, 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 make no claim for, additional compensation against the **Ohio EPA** by reason of such termination.
7. 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. 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.
8. **Termination.** Ohio EPA reserves the right, at any time after the Effective Date, 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.

Example

If requested by the Ohio EPA, 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 make no claim for, additional compensation against the Ohio EPA by reason of such termination.

Upon termination of this Agreement, all unspent funds and funds subject to a finding for recovery by the Ohio Auditor of State, if any, shall be returned to the **Ohio EPA** in accordance with the terms and conditions in this Grant Agreement, but no later than within forty-five (45) days of **project/program** completion or 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 **Ohio EPA** all costs the **Ohio EPA** incurs for delinquent collections by the Attorney General’s office.

1. **Notices.** All communications shall be in writing and shall be hand-delivered; mailed first class, postage pre-paid; or mailed certified or registered mail, postage pre-paid or e-mailed, as follows:

Ohio Environmental Protection Agency

Attn: Sean Stephenson, Division of Drinking and Ground Waters

P.O. Box 1049

Columbus, OH 43216-1049

Email: DDAGW\_LSL\_Map\_Grant@epa.ohio.gov

1. **Grant Funds Not Expended:** If Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement, the award of the Grant Funds shall cease, and Grantor shall have no further obligation to release the Grant Funds. Grantor shall also have no obligation to release any amount of Grant Funds that exceeds the eligible costs of the project actually incurred by Grantee. If Grant Funds have been released 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 Forty-Five (45) Days of demand by Grantor. In the event that the project is affirmatively abandoned by Grantee, all Grant Funds released by Grantor to Grantee under this Agreement shall be refunded to Grantor by Grantee within Forty-Five (45) days after abandonment has occurred.

**Effective Date.** This Agreement shall be effective upon execution of this Agreement by all Parties, the "Effective Date," and shall continue in full force and effect until completion of the entire **project/program**, or until all obligations of the **Grantee** under this Agreement have been fully satisfied, whichever is later.

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

Example

**Grantee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Award: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**Grantee Signature**

**Signed: Date:**

**Authorized Official:**

**OHIO ENVIRONMENTAL PROTECTION AGENCY**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Laurie A. Stevenson

 Director, Ohio EPA

**Appendix C – Minimum Lead Service Line Inventory Data**

Minimum Lead Service Line Inventory Data

For each service line served by the system, no matter the material or ownership status, water systems are asked to provide the following information. This table outlines the draft information to be included in the LSL inventory and LSL inventory reporting requirements are subject to change.

| **Information**  | **Required or Optional?** | **Data to be collected**  |
| --- | --- | --- |
| System Site Identification Number | Optional  | *e.g., 101-5669, 123 Ohio Ave, etc.*  |
| LCR Sample Monitoring Point (SMP) ID | Required | LCRXXX |
| Not an LCR SMP |
| Locational Identifier | Required | Address |
| Latitude/Longitude |
| Is service line metered? | Optional  | Yes |
| No |
| Lead gooseneck/pigtail currently present? | Required | Yes |
| No  |
| Unknown |
| Was a lead gooseneck/pigtail previously connected to this service line? | Required | Yes |
| No  |
| Unknown |
| Current Utility Side SL Material | Required | Lead |
| Copper |
| Galvanized |
| Plastic |
| Ductile Iron |
| Lined Cast Iron |
| Unlined Cast Iron |
| Unknown - May be Lead |
| Unknown - No Lead  |
| Previously Lead? | Required | Yes |
| No  |
| Unknown |
| Utility Service Line Diameter | Optional  | *e.g., 1 inch* |
| Utility Side Installation/Replacement Date | Optional  | *e.g., 1974* |
|  |  |  |
| Current Customer SL Material | Required | Lead |
| Copper |
| Galvanized |
| Plastic |
| Ductile Iron |
| Lined Cast Iron |
| Unlined Cast Iron |
| Unknown - May be Lead |
| Unknown - No Lead  |
| Customer Side Installation/Replacement Date  | Optional  | *e.g., 1974* |
| Building Type | Optional  | SF (Single Family Structure) |
| MF (Multi Family Residence) |
| SCH (School) |
| CC (Childcare Center) |
| NONRES (Nonresidential) |
| OTHER |
| Building Construction Date | Optional  | *e.g., 1974* |
| Building Plumbing Material 1 | Optional  | Lead (Lead Internal Plumbing) |
| CLS (Copper with Lead Solder) |
| C (Copper without Lead Solder) |
| Other |
| Unknown |
| Building Plumbing Material 2 (if Multiple) | Optional  | Lead (Lead Internal Plumbing) |
| CLS (Copper with Lead Solder) |
| C (Copper without Lead Solder) |
| Other |
| Unknown |
| Plumbing Installation/Replacement Date | Optional  | *e.g., 1974* |
| Comments | Optional  | *e.g., Building abandoned, service line permanently disconnected from customer side, site currently under investigation by health department for elevated blood lead levels, etc.*  |

# **Appendix D - Reimbursement Form**

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**Lead Service Line Inventory and Mapping Grant Reimbursement Request Form**

**Public Water System and Contact Information:**

|  |  |
| --- | --- |
| Date of Request  |        |
| Public Water System Name (Full Name)  |        |
| PWS Identification Number (PWSID)  |        |
| Person Submitting Request (Project Director or Fiscal Agent)  |        |
| Title  |        |
| Phone  |        |
| Email Address  |        |

**Ohio Supplier ID:**

|  |  |
| --- | --- |
| Ohio Supplier ID Number  |        |
| Amount of Reimbursement Request  |        |

***If your organization does not have an Ohio Supplier ID number, please sign up for the Supplier Portal at supplier.ohio.gov and notify Ohio EPA of the Supplier ID number once received.***

**Closeout Information:**

Based on the project please fill out the below table and submit all applicable closeout documents. Please note that lead service line data should include Galvanized Requiring Replacement.

|  |  |
| --- | --- |
| The number of service lines identified  |        |
| The number of lead service lines identified  |        |
| The number of service lines incorporated into asset inventory or GIS map.  |        |
| The number of lead service lines incorporated into a capital improvement plan for future replacement. |        |

**Check the documents included in this request to prove the project milestones were met:**

[ ] Invoice or receipt for all expenses being requested for reimbursement.

[ ]  Updated Asset Management Inventory List.

[ ]  Updated Lead Service Line Map.

[ ]  Updated Capital Improvement Plan.

[ ]  GIS report including the minimum inventory information. (See Appendix C of the Service Line Inventory and Mapping Grant Application and Guidance.)

[ ]  Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Submit this form with supplemental close out documents by mail to the address
on the cover or by email at** DDAGW\_LSL\_Map\_Grant@epa.ohio.gov**.**