

# THE PUBLIC UTILITIES COMMISSION OF OHIO

IN THE MATTER OF THE HAZARDOUS  
MATERIALS TRAINING GRANT  
PROGRAM AWARD.

CASE No. 24-110-TR-UNC

## FINDING AND ORDER

Entered in the Journal on September 4, 2024

### I. SUMMARY

{¶ 1} The Commission awards hazardous materials training grants to 27 applicants as set forth in the attachment.

### II. APPLICABLE LAW

{¶ 2} R.C. 4921.21(B)(2) provides that the first \$800,000 in civil forfeitures collected under R.C. 4923.99 for violations of rules applicable to the highway transportation of hazardous materials shall be credited to the public utilities transportation safety fund. The Commission is tasked with distributing the collected forfeitures to “educational institutions, state agencies, regional planning commissions, and political subdivisions” for the purposes of “emergency response planning and the training of safety, enforcement, and emergency services personnel in proper techniques for the management of hazardous materials releases that occur during transportation or otherwise.” R.C. 4921.21(B)(2). This section also sets forth the manner in which such funds shall be distributed by the Commission for the purposes of emergency response planning.

{¶ 3} Under R.C. 4921.21(B)(2), Cleveland State University receives 50 percent of the funds for its training program for public safety and emergency services personnel in proper techniques for the management of hazardous materials releases that occur during transportation or otherwise. Another five percent is retained by the Commission for administration and hazardous materials training for staff. The remainder is distributed to other educational institutions, regional planning commissions, state agencies, and political

subdivisions that have training programs for public safety and emergency services personnel in proper techniques for the management of hazardous materials releases that occur during transportation or otherwise.

### III. DISCUSSION

{¶ 4} Entities interested in receiving a hazardous materials training grant submit applications to the Commission. Information regarding the grant program and application materials is provided on the Commission's website. All requests are reviewed by a committee of Staff members including the director of the transportation department, the chief financial officer, and legal counsel. The review committee ensures the proposals from applicants are consistent with the purposes described in R.C. 4921.21(B)(2), including whether requested funding for equipment is essential for training purposes, whether courses are sufficiently related to the transportation of hazardous materials, and whether courses involve only necessary travel. These determinations are made pursuant to course descriptions and additional literature provided by the applicant and the course instructor. The review committee must also determine whether sufficient funds are available to reimburse all requests. When necessary, Staff then works with applicants to modify the proposals in consideration of available funds and in accordance with the purpose of R.C. 4921.21(B)(2).

{¶ 5} The total amount of civil forfeitures collected during state fiscal year 2024 for violations of the rules adopted under R.C. 4923.04(A)(2) are sufficient to cover the appropriation authority associated with this grant. As such and pursuant to R.C. 4921.21(B)(2), the Commission may award the maximum amount of \$800,000, of which \$400,000 is reserved for Cleveland State University, leaving \$400,000 available for hazardous materials training grants and any staff administration costs. During this grant cycle, 27 applicants submitted grant requests totaling over \$1.5 million. Since grant requests greatly exceeded available funding during this grant cycle, Staff recommends fully funding Cleveland State University's grant, providing funding for 26 other applications.

{¶ 6} Accordingly, Staff recommends that the 27 applicants be awarded grants in the amounts indicated in the Attachment to this Finding and Order. These grants are to be made on a reimbursement basis. Hazardous materials training grant funds are not provided to grantees before the approved activities are complete. Once the approved activities are complete, the grantee must submit a request for reimbursement to the Commission. The request for reimbursement shall include sufficient documentation to demonstrate the grantee has followed any and all conditions of the approved grant application and grant agreement.

{¶ 7} The Commission finds that the applications for hazardous materials training grants, as modified in the Attachment, are reasonable and should be awarded. Accordingly, Staff should award the training grants on a reimbursement basis to the selected applicants and enter into a grant agreement in conformance with this Finding and Order and the Attachment.

#### IV. ORDER

{¶ 8} It is, therefore,

{¶ 9} ORDERED, That the hazardous materials training grants be awarded to the applicants in the amounts set forth in the Attachment. It is, further,

{¶ 10} ORDERED, That the grants be distributed on a reimbursement basis as set forth in Paragraph 7. It is, further,

{¶ 11} ORDERED, That a copy of this Finding and Order be served upon each of the applicants identified in the Attachment.

**COMMISSIONERS:**

*Approving:*

Jenifer French, Chair  
Daniel R. Conway  
Lawrence K. Friedeman  
Dennis P. Deters  
John D. Williams

GNS/js

**SEPTEMBER 4 AGENDA - DRAFT - 9/4/2024 1:55 PM**  
**ATTACHMENT**

The Public Utilities Commission of Ohio received 27 applications for 2024 Hazardous Materials Planning and Training Grants. The grant applications requested funding to pay for hazardous materials emergency response training. Given the number of grant applications, the limited amount of available funds, and the desire to fund all training grant applications, some individual grant amounts are reduced. Potential grantees were contacted with preliminary determinations of grant amounts and requested to state if they wished to receive the reduced grant. All of the applicants decided to proceed with a reduced grant. The following outlines the PUCO Hazmat Planning and Training Grant awards for 2024 totaling \$800,000.

The PUCO Hazardous Materials Planning and Training Grants are reimbursement grants. Grant funds are not provided before the approved activities are performed. Once the PUCO makes a grant and the grantee performs the training as described in the approved grant application and the grant agreement, the grantee must submit a request for reimbursement. A request for reimbursement must include documentation that demonstrates the grantee has followed the conditions of the approved grant application and grant agreement. After review for compliance with the conditions of the grant, the grantee is reimbursed. The amount of the reimbursement may be reduced based on the grantee's compliance with the condition of the grant agreement.

**HAZARDOUS MATERIALS TRAINING GRANTS**  
**2024**

**Belmont County EMA**

The Belmont County EMA requests \$6,500 to fund the following:

- 6 Hour Spill Response Training with Hands On for 40 personnel
- 4 Hour Incident Response Considerations for Lithium Battery Emergencies for 130 personnel

The Belmont County EMA is awarded \$6,500 towards the completion of the proposed training.

**Bowling Green Fire Department**

The Bowling Green Fire Department requests \$17,780 to fund the following:

- Blue Card Three-Day Command Lab for 28 personnel
- Blue Card Online 8 functions of Command for 28 personnel
- Blue Card Train the trainer course for 1 personnel

The Bowling Green Fire Department is awarded \$17,780 towards the completion of the proposed training.

**CEPAC c/o Franklin County Emergency Management & HS**

The CEPAC c/o Franklin County Emergency Management & HS requests \$22,950 to fund the following:

- 40 Hour Tactical Chemistry for 25 personnel

The CEPAC c/o Franklin County Emergency Management & HS is awarded \$22,950 towards the completion of the proposed training.

**Chagrin/Southeast Council of Governments/Westshore Hazmat Team/Southwest Emergency Response Team**

The Chagrin/Southeast Council of Governments, Westshore Hazmat Team and Southwest Emergency Response Team request \$19,500 to assist in funding the 2024 Ohio Hazmat Teams Conference scheduled for October 31 – November 2, 2024. The Chagrin/Southeast Council of Governments expects to train 289 emergency responders at the conference. The request includes \$12,000 for speaker fees, \$8,000 for speaker lodging (eight speakers), \$3,000 for event facility costs and \$1,000 for course materials. Vendor fees and student fees will contribute \$4,500 toward conference funding.

The Chagrin/Southeast Council of Governments, Westshore Hazmat Team and Southwest Emergency Response Team are awarded \$19,500 for this conference. Conference meals are not eligible for reimbursement.

**Cincinnati State Technical and Community College**

The Cincinnati State Technical and Community College requests \$374,545 to fund the following:

- OSHA 24-hour HAZWOPER (HazMat) Training Workshop (NFPA 470 – Operations-Level) for 15 students
- OSHA 40-hour HAZWOPER (HazMat) Training Workshop (NFPA 470 – Technician-Level) for 100 students
- OSHA Hospital First Receiver for 250 students
- OSHA Annual Hazardous Materials Refresher for 825 students
- OSHA 8AM: Municipal Responder Awareness for 15 students

The Cincinnati State Technical and Community College is awarded \$50,304.18 towards the completion of the proposed training (with the exception of OSHA Hospital First Receiver which will not be reimbursed under this grant). A revised scope of work based on the amount of the grant award versus the grant request must be submitted within 30 days of the Finding and Order approving the grant. The scope of work must contain the number of students and cost per student or cost per class and number of classes to be conducted to comply with the reduced award amount.

**City of Green Fire Department**

The City of Green Fire Department requests \$9,150 to fund:

- Hazardous Materials Refresher Training 8 Hour for 61 personnel

The City of Green Fire Department is awarded \$9,150 towards the completion of the proposed training.

**City of Mason Fire Department/Northeast Fire Collaborative**

The City of Mason Fire Department and Northeast Fire Collaborative request \$19,350 to fund the following:

- Haz-MatIQ: BatteryIQ Technician Responses to Lithium-Ion Battery Emergencies for 90 personnel

The City of Mason Fire Department and Northeast Fire Collaborative are awarded \$19,350 towards the completion of the proposed training.

**City of Toledo, Division of Environmental Services**

The City of Toledo, Division of Environmental Services requests \$28,511 to fund the following:

- HAZWOPER Refresher (8 hour) for 120 personnel
- Emergency Response Awareness Workshop for 250 personnel
- HazMatIQ: BatteryIQ Awareness and Operational Response to Li-ION Battery Emergencies for 60 personnel
- EV/Lithium-Ion Operations for 30 personnel

The City of Toledo, Division of Environmental Services is awarded \$15,000 towards the completion of the proposed training. A revised scope of work based on the amount of the grant award versus the grant request must be submitted within 30 days of the Finding and Order approving the grant. The scope of work must contain the number of students and cost per student or cost per class and number of classes to be conducted to comply with the reduced award amount.

**Cleveland State University**

Cleveland State University requests \$400,000 to fund the 10 courses (87 classes) listed below. Each class will train 8 - 16 students.

- Hazardous Materials Awareness Training 8 Hour (1 class)
- Hazardous Materials Refresher Training 8 Hour (61 classes)
- Hazardous Materials Radiation Emergencies 8 Hour (3 classes)
- Hazardous Materials Operations Training 16 Hour (1 class)
- HMO / HMSO Training 24 Hour (2 classes)
- Hazardous Materials Technician Training 40 Hour (4 classes)
- Hazardous Materials Alternative Fueled Vehicles Training 8 Hour (3 classes)

- Hazardous Materials Permit Required Confined Space Entry Training 8 Hour (3 classes)
- Hazardous Materials Permit Required Confined Space Rescue Training 16 Hour (3 classes)
- Hazardous Materials Permit Required Confined Space Rescue Refresher Training 8 Hour (6 classes)

Cleveland State University is awarded \$400,000 towards the completion of the proposed training.

**Columbus Ohio Division of Fire**

The Columbus Ohio Division of Fire requests \$12,500 to fund:

- Joint Hazard Assessment Team (JHAT) Course for 30 personnel

The Columbus Ohio Division of Fire is awarded \$12,500 towards the completion of the proposed training.

**County Line Joint Fire District**

The County Line Joint Fire District requests \$3,880 to fund:

- HazMat Refresher for 15 personnel

The County Line Joint Fire District is awarded \$3,880 towards the completion of the proposed training.

**Green Perrysville Joint Fire District**

The Green Perrysville Joint Fire District requests \$3,380 to fund:

- HazMat Refresher for 15 personnel

The Green Perrysville Joint Fire District is awarded \$3,380 towards the completion of the proposed training.

**Hamilton County Local Emergency Planning Committee**

The Hamilton County Local Emergency Planning Committee requests \$8,825 to fund:

- Anhydrous Hydrogen Fluoride Training for 60 personnel
- HazMat for EMS for 30 personnel

The Hamilton County Local Emergency Planning Committee is awarded \$8,825 towards the completion of the proposed training.

**Jackson Township Fire Department**

The Jackson Township Fire Department requests \$2,750 to fund:

- Lithium-Ion Battery Emergencies for 50 personnel



The Jackson Township Fire Department is awarded \$2,750 towards the completion of the proposed training.

**Lorain County Emergency Management Agency**

The Lorain County Emergency Management Agency requests \$6,200 to fund:

- Grounding and Bonding Tactics for 30 personnel
- HAZMAT Research Specialist for 30 personnel
- Hazardous Materials Decontamination for 30 personnel
- Thermo Scientific RMX for 30 personnel

The Lorain County Emergency Management Agency is awarded \$6,200 towards the completion of the proposed training.

**Macedonia Fire Department**

The Macedonia Fire Department requests \$16,200 to fund:

- Hazmat Operations Refresher Training with Hands-on Exercise for 40 personnel
- Spill Response Training for 40 personnel

The Macedonia Fire Department is awarded \$16,200 towards the completion of the proposed training.

**Macedonia Police Department Dispatch**

The Macedonia Police Department Dispatch requests \$3,750 to fund:

- Hazardous Materials for Dispatchers for 20 personnel

The Macedonia Police Department Dispatch is awarded \$3,750 towards the completion of the proposed training.

**Miami Township Fire and EMS/Milford Community Fire Department**

The Miami Township Fire and EMS/Milford Community Fire Department requests \$10,350 to fund:

- Hazmat for the One in the Hot Seat – Operation Level Refresher for 114 personnel

The Miami Township Fire and EMS/Milford Community Fire Department is awarded \$10,350 towards the completion of the proposed training.

**Newark Township Fire Department**

The Newark Township Fire Department requests \$3,800 to fund:

- Confined Space with Hazardous Materials Rescue for 20 personnel

The Newark Township Fire Department is awarded \$3,800 towards the completion of the proposed training.

**Northeast Ohio Regional Sewer District**

The Northeast Ohio Regional Sewer District requests \$5,800 to fund:

- Hazardous Waste Operations and Emergency Response – 8-Hour Annual Refresher for 49 personnel

The Northeast Ohio Regional Sewer District is awarded \$5,800 towards the completion of the proposed training.

**Perrysburg Township Fire & EMS**

The Perrysburg Township Fire & EMS requests \$23,800 to fund:

- Risk-Based Response to CNG Vehicles for 60 personnel (2 classes)
- Risk-Based Response to Battery Emergencies for 60 personnel (2 classes)

The Perrysburg Township Fire & EMS is awarded \$11,900 towards the completion of the proposed training listed below:

- Risk-Based Response to CNG Vehicles for 30 personnel (1 class)
- Risk-Based Response to Battery Emergencies for 30 personnel (1 class)

**Pickaway County Emergency Management & Homeland Security Agency/Pickaway County LEPC/Fairfield County Emergency Management Agency**

The Pickaway County Emergency Management & Homeland Security Agency/Pickaway County LEPC and Fairfield County Emergency Management Agency request \$38,000 to fund:

- UAS and FD Operations for 24 personnel (2 classes)
- Hazmat Drone Operations for 24 personnel (2 classes)

The Pickaway County Emergency Management & Homeland Security Agency/Pickaway County LEPC and Fairfield County Emergency Management Agency are awarded \$19,000 towards the completion of the proposed training listed below:

- UAS and FD Operations for 12 personnel (1 class)
- Hazmat Drone Operations for 12 personnel (1 class)

**Summit County Special Operations Response Team-Hazmat Branch**

The Summit County Special Operations Response Team-Hazmat Branch requests \$27,825 to fund:

- Corrosives Response for 90 personnel (3 classes)
- Hazardous Materials Annual Refresher Training with Hands on Exercises for 90 personnel (3 classes)

The Summit County Special Operations Response Team-Hazmat Branch is awarded \$18,550 towards the completion of the proposed training listed below:

- Corrosives Response for 60 personnel (2 classes)

- Hazardous Materials Annual Refresher Training with Hands on Exercises for 60 personnel (2 classes)

**Tallmadge Fire Department/Mogadore Fire Department**

The Tallmadge Fire Department and Mogadore Fire Department request \$8,625 to fund:

- Incident Response Considerations for Lithium-Ion Battery Emergencies for 60 personnel

The Tallmadge Fire Department and Mogadore Fire Department are awarded \$8,625 towards the completion of the proposed training.

**The University of Findlay**

The University of Findlay requests \$432,000 to fund the following training courses:

- ER HazMat Operations Level (8-Hour) for 375 students
- ER HazMat Technician Level (24-Hour) for 225 students
- ER HazMat Refresher (8-Hour) for 375 students
- Rail Car Emergency Response (8-Hour) for 375 students

The University of Findlay is awarded \$58,020.82 towards the completion of the proposed training. A revised scope of work based on the amount of the grant award versus the grant request must be submitted within 30 days of the Finding and Order approving the grant. The scope of work must contain the number of students and cost per student or cost per class and number of classes to be conducted to comply with the reduced award amount.

**Wayne County Regional Training Facility**

The Wayne County Regional Training Facility requests \$39,885 to fund the following training courses:

- HazMat Alternative Fuels in Transportation for 25 personnel
- HazMat for Law Enforcement for 30 personnel
- HazMat Officer and HazMat Safety Officer Training for 20 personnel
- HazMat Rail Operations Training for 25 personnel
- Hazardous Materials HAZWOPER Technician Level Refresher Course for 25 personnel
- Ohio Hazardous Materials Technician Level Certification Course for 20 personnel

The Wayne County Regional Training Facility is awarded \$39,885 towards the completion of the proposed training.

**Wooster Division of Fire**

The Wooster Division of Fire requests \$9,075 to fund the following training courses:

- Hazardous Materials Refresher Course for 47 personnel (3 classes)

The Wooster Division of Fire is awarded \$6,050 towards the completion of the proposed training listed below:

- Hazardous Materials Refresher Course for 47 personnel (2 classes)

**This foregoing document was electronically filed with the Public Utilities  
Commission of Ohio Docketing Information System on  
9/4/2024 3:17:22 PM**

**in**

**Case No(s). 24-0110-TR-UNC**

**Summary: Finding & Order that the Commission awards hazardous materials  
training grants to 27 applicants as set forth in the attachment electronically filed by  
Ms. Donielle M. Hunter on behalf of Public Utilities Commission of Ohio.**



## **GRANT AGREEMENT**

This agreement is entered into between the Public Utilities Commission of Ohio (hereinafter referred to as the Commission), located at 180 E. Broad Street, Columbus, Ohio, 43215, and the Applicant identified in Article IX.

### **Article I - Purpose of the Agreement**

The Applicant agrees to:

- a) Use the grant funds exclusively for the purposes for which the grant was awarded and retain all applicable receipts;
- b) Establish and maintain accounting records and reports related to the grant funds to meet state of Ohio audit standards;
- c) Submit any requested reports of activities and expenditures related to the grant activity whether from the Commission or the State Auditor;
- d) Make all records readily available for audit by the Commission or the State Auditor;
- e) Comply with state worker's compensation, equal employment opportunity and hiring laws;
- f) Provide a completed copy of the Transportation Commodity Survey to the PUCO, if applicable.

### **Article II - Work to be Performed**

The Applicant shall, in a satisfactory manner as determined by the Commission, perform the activities described in its Hazardous Materials Grants application as approved by Commission Entry in Case No. 24-110-TR-UNC.

### **Article III - Schedule of Reimbursement**

The Commission agrees to make available to the Applicant a sum of money not to exceed that identified in the Commission's Entry in Case No. 24-110-TR-UNC under the terms and conditions described therein. All moneys granted to the Applicant under this Agreement, including interest income from the deposit of said moneys, if any, are to be used solely for the express purpose set forth in Applicant's application for grant. In no event shall said moneys be used for any other purpose than that described in this Agreement. The Applicant shall not pledge said moneys as security for any other loan or debt of any kind other than that described in this

Agreement. If said money and interest income is not so used, it shall be returned to the Commission. In the event that the total amount of the grant exceeds the cost of the project during the term of this Agreement, the remaining moneys shall be returned to the Commission.

All expenses must be incurred prior to June 30, 2025 and all invoices for said expenses must be received by the Commission no later than September 30, 2025. EXPENSES MUST FIRST BE INCURRED AND PAID BY THE APPLICANT PRIOR TO SUBMITTING TO THE COMMISSION A REQUEST FOR REIMBURSEMENT. ALL EXPENSES MUST BE PROPERLY DOCUMENTED WITH VENDORS' BILLS, PURCHASE ORDERS, COPIES OF CANCELED CHECKS, OR OTHER EVIDENCE OF PAYMENT AS REQUIRED BY THE COMMISSION. ALL REQUESTS FOR REIMBURSEMENT MUST BE ACCOMPANIED BY SUPPORTING DOCUMENTATION, INCLUDING INVOICES FROM VENDORS, PURCHASE ORDERS, CANCELED COPIES OF CHECKS MADE PAYABLE TO VENDORS, LISTS OF COURSE PARTICIPANTS, AND A PUCO EXPENSE SUMMARY SHEET FOR EACH COURSE.

#### **Article IV - Termination**

The Commission may immediately, by giving reasonable written notice specifying the effective date, terminate this Agreement in whole or in part for cause, which shall include but not be limited to: (1) failure, for any reason, of the Applicant to fulfill in a timely and proper manner its obligations under this Agreement or other agreements entered into between the parties hereto, including compliance with the approved program and any and all statutes, Executive Orders, regulations, directives, guidelines, plans or other requirements as may become generally applicable at any time; (2) submission by the Applicant to the Commission of reports that are incorrect, incomplete or misleading in any material respect; or (3) ineffective or improper use of funds provided under this Agreement. The Commission may voluntarily terminate this Agreement or decrease the maximum amount payable under this Agreement upon thirty (30) days written notice to the Applicant. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by the Applicant under this Agreement shall be disposed of according to Commission directives, and the Applicant shall be entitled to compensation for any not reimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.

The Applicant shall incur no new obligations related to the grant activity after the date of the termination of this Agreement and shall cancel all outstanding obligations related to the grant activity within a reasonable time. In the case of a partial termination, the Applicant shall incur no obligations other than those specifically identified in the contract governing the partial termination. Notwithstanding any of the provisions of this Article, the Applicant shall not be relieved of its responsibility for damages sustained by the Commission by virtue of any breach of contract by the Applicant, and the Commission may withhold any reimbursement to the Applicant for the purpose of set-off until such time as the exact amount of damages due the Commission from the Applicant is agreed upon or otherwise determined.



#### **Article V - Limitation on Expenditure of Program Funds**

All expenses incurred or obligated for the approved program must be supported by approved signed contracts, purchase orders, requisitions, bills or other evidence of payment consistent with the Applicant's established procurement procedures. The Applicant shall require delivery before payment is made for purchased goods, equipment or services, unless the Applicant obtains satisfactory security from the vendor for payment made. The Commission shall determine the disposition of any and all program assets upon the termination of this Agreement.

#### **Article VI - Responsibility for Claims**

The Applicant agrees to hold the Commission harmless from any and all liabilities or claims caused by or resulting from Applicant's performance of the obligations or activities in furtherance of work described herein. The Applicant will reimburse the Commission for any judgments which may be obtained against the Commission resulting from the work hereunder or the use of any work product of the Applicant, including judgments for infringement of patents or copyrights. The Applicant agrees to defend against any such claims or legal actions if called upon by the Commission to do so. The Applicant acknowledges that this Agreement involves the use of state funds and as such are subject to audit by the State Auditor. The Applicant shall fully indemnify the Commission for any costs of the Applicant which are disallowed by the State Auditor and which must be refunded there to by the Commission.

#### **Article VII - Construction, Severability**

This Agreement shall be construed, interpreted, and the rights of the parties determined in accordance with the laws of the State of Ohio. A determination that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part thereof, except to the extent that such other part is wholly dependent for its operation upon the part so declared invalid. This Agreement shall not be deemed to include article headings which are inserted for convenience only.

#### **Article VIII - Non-Appropriation and OBM Certification**

Performance by the Commission under this agreement may be dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with Section 126.07 of the Ohio Revised Code, it is understood that the Commission's funds are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of the Commission.

## **Article IX - Miscellaneous Provisions**

Any reporting or communication under this Agreement shall be given or delivered to:

- a) In the case of the Commission is addressed to or delivered personally to:

Public Utilities Commission of Ohio  
Attn: Hazardous Materials Training Grants  
180 East Broad Street, 4<sup>th</sup> Floor  
Columbus, OH 43215-3793

HazMatGrants@puco.ohio.gov

- b) In the case of the Applicant to:

Applicant (Organization): Columbus Ohio Division of Fire

Representative Name: Jake Rotthoff

Address: 3675 Parsons Ave Columbus Ohio 43207

E-Mail: jprotthoff@columbus.gov

Telephone: 614-774-0550

## **Article X - Disclaimer of Personal Liability**

It is hereby agreed that no signatory of the Commission or State of Ohio shall be held personally liable for any act, service or pecuniary amount due under or as a result of this Contract notwithstanding any statute, rule of law or understanding the contrary.

## **Article XI - Entire Agreement**

This Agreement, when signed by the Commission and the Applicant, constitutes the full and complete understanding of all parties and may not be in any manner interpreted or fulfilled in contradiction of its expressed terms as provided herein.

In witness whereof, the Commission and the Applicant have executed this Agreement as of the date below:

## **Article XII - Counterparts; Facsimile or .pdf Signatures**

This Agreement may be executed in any number of counterparts (including by facsimile, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document), all of which

will be one and the same agreement. This Agreement will become effective when each party to this Agreement will have received counterparts signed by all of the other parties.


### Article XIII – Effectiveness of Agreement

As a precondition of submitting its application for a Hazardous Materials Grant, the Applicant agrees to be bound by the terms and conditions described in this Agreement if awarded a grant by the Commission. However, such terms and conditions shall not be binding on the Applicant until such time as the proposal submitted by the Applicant is approved by Commission Entry in Case No. 24-110-TR-UNC.

If the proposal submitted by the Applicant is not approved by Commission Entry in Case No. 24-110-TR-UNC or the Applicant declines to accept grant funds, this Agreement shall be null and void.

#### ACCEPTED BY:

For the Applicant:

  
(Signature)  
Name Jake Rotthoff  
Title Captain  
Date 05/30/2024

For the Public Utilities Commission of  
Ohio:

  
(Signature)

Chair

Date 9/4/24

