

GRANT AGREEMENT

Contract #0000000000000000000079527

This Grant Agreement ("Grant Agreement"), entered into by and between the Indiana Utility Regulatory Commission (the "State") and the Ohio Valley Gas Corporation (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source.

The purpose of this Grant Agreement is to enable the State to award a Grant of \$7,000 (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibits A** and **B** of this Grant Agreement, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 8-1-26-24 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

No federal funds shall be used to fund this grant.

The Underground Plant Protection Account established by Indiana Code § 8-1-26-24 is the state funding source.

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with **Exhibit A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted upon request by the State and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term.

This Grant Agreement commences on November 27, 2023 and shall remain in effect through December 31, 2023. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

5. Grant Funding.

A. The State shall fund this Grant in the amount of \$7,000. The approved Project Budget is set forth as **Exhibit B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

B. The disbursement of Grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

6. Payment of Claims.

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.

C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Claims shall be submitted to the State within 10 calendar days following the end of the month in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than 35 calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within 10 calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State.

The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

A. whether Project activities are consistent with those set forth in **Exhibit A**, the Grant Application, and the terms and conditions of the Grant Agreement;

B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit B** and that unpaid costs have been properly accrued;

C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in

conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.331, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, [https://www.in.gov/sboa/files/guide lines-examination-entities-receiving-financial-assistance-government-sources.pdf](https://www.in.gov/sboa/files/guide%20lines-examination-entities-receiving-financial-assistance-government-sources.pdf). Guidelines for filing the annual report are included in Exhibit C (Guidelines for Non-governmental Entities).

9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall

comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

10. Debarment and Suspension.

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

11. Drug-Free Workplace Certification.

As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification.

As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

A. The Grantee has enrolled and is participating in the E-Verify program;

B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;

C. The Grantee does not knowingly employ an unauthorized alien.

D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. Funding Cancellation.

As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Governing Law.

This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

15. Information Technology Accessibility Standards.

Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended.

16. Insurance.

The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

17. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

18. Notice to Parties.

Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

For payment notices and invoices:

Attn: Director of Operations
Indiana Utility Regulatory Commission
101 West Washington Street, Suite 1500E
Indianapolis, Indiana 46204
dakosco@urc.in.gov

For legal notices:

Beth E. Heline, General Counsel
Indiana Utility Regulatory Commission
101 West Washington Street, Suite 1500E
Indianapolis, Indiana 46204
generalcounsel@urc.in.gov

B. Notices to the Grantee shall be sent to:

Tamara Barnes, Engineering and Safety Administrator
Ohio Valley Gas Corporation
111 Energy Park Drive
Winchester, Indiana 47394
Tamara.barnes@ovgas.com

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

19. Order of Precedence; Incorporation by Reference.

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) this Grant Agreement, (2) Exhibits prepared by the State, (3) Invitation to Apply for Grant; (4) the Grant Application; and (5) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record.

The Grantee acknowledges that the State will not treat this Grant as containing confidential information, and the State will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience.

Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

23. Travel.

No expenses for travel will be reimbursed unless specifically authorized by this Grant.

24. Federal and State Third-Party Contract Provisions.

There are no federal funds provided by this Grant.

25. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties.

The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>.

In Witness Whereof, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

Ohio Valley Gas Corporation

Indiana Utility Regulatory Commission

DocuSigned by:
By: *Tamara Barnes*
39792ECF5982481...

DocuSigned by:
By: *James F. Huston*
02320387E0D1414...

Title: Safety Administrator

Title: chairman

Date: 11/28/2023 | 13:33 PST

Date: 11/28/2023 | 16:34 EST

	Electronically Approved by: Department of Administration By: _____ (for) Rebecca Holwerda, Commissioner
Electronically Approved by: State Budget Agency By: Zachary Q. Jackson, Director (for)	Approved as to Form and Legality: Office of Attorney General <i>Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on February 23, 2023 FA 23-03</i>

EXHIBIT A

**Underground Plant Protection Account Grant
Application**

Grantee Information

1. **Name and title** (if applicable): Tamara Barnes - Engineering and Safety Administrator
2. **Entity type** (person; non-profit; for-profit; state, county, city, or township government, other - please specify): for profit
3. **Business or Government Name** (if applicable): Ohio Valley Gas Corp
4. **Phone number**: 765-584-6842 ext 604
5. **Address for notices**: 111 Energy Park Drive Winchester, IN 47394
6. **Address matching the company's W-9 and Direct Deposit forms** (or write "see above"):
 - 1.1. **see above.**
7. **Email**: tamara.barnes@ovgas.com
8. **Company website** (if applicable): ovgc.com
9. **contact person, phone, and email** (if applicable): Greg Bailey
ext 609 greg.bailey@ovgas.com **Alternate** 765-584-6842
10. **Fines that result from violations of Ind. Code ch. 8-1-26, the Ind. 811 Law, are due within 90 days of the final order; if training is required, it must be completed within 180 days of the final order. Is the applicant past due on any fines or training penalties? If yes, please explain.** No
11. **Please type "YES" to confirm you understand that training paid for with this grant does not satisfy a penalty approved under the Ind. 811 law, Ind. Code ch. 8-1-26:** YES

Grant Signatory Information

12. **Name, title, and email of the person signing the grant** (if it is the same person in Grantee Contact, write "see above"). See above.

Grant Project Scope

13. **Estimated start date for project:** December 1, 2023

14. **Estimated length of time for project:** 3 hours

15. **Describe the specific details of your proposed project. Why did you select this project, what do you intend to do, and how will it improve underground facility safety?** Guest speaker Eric Giguere, a 47-year-old former construction worker from Phelps, NY, shares his story of how he was buried alive while working in a trench. Eric explains the circumstances and events that led up to his accident and the profound effects it has had on him and his family for the last nineteen years. Eric speaks from the heart with a desire for the listeners to learn from his death-defying safety message. He has a very genuine approach and the intent of his presentation is to prevent this experience from ever happening to anyone again. Eric explains how he is an average guy and a series of extraordinary events left him with an unbelievable story to tell. After hearing Eric's story, I believe damage prevention will be more important to our audience than ever before.

16. **Provide a schedule and/or list of milestones for your proposed project:**

12:30pm a box lunch for all attendees. 1:00pm Eric Giguere will give a powerful presentation. 2:30pm Best practices exercise 3:00pm Question and Answer Session

17. **Ind. Code§ 8-1-26-24, establishes the Underground Plant Protection Account to provide funding for programs established and administered by the Indiana Utility Regulatory Commission as listed below. This project will be (please check at least one box):**

- A public awareness program concerning underground plant protection.
- A training or educational program for contractors, excavators, locators, operators, and other persons involved in underground plant protection.
- An incentive program for contractors, excavators, locators, operators, and other persons involved in underground plant protection to reduce the number of violations of Ind. Code chapter 8-1-26. *(An incentive program is defined as an initiative that uses financial- or recognition-based motivators to encourage behavioral or cultural changes within organizations that utilize Indiana's 811 law, with the goal of reducing damages to underground utility facilities.)*

18. **Please provide your target audience and demographics for this project:**

- a. Who will this project benefit? *(ex. your employees, the public, the excavation community)* Employees, other local construction businesses, the public, and the excavation community.
- b. Is there a target age range, industry, or other demographic you're targeting for this project? *(ex. elementary aged children or licensed plumbers)* Excavating community.

- c. If targeting businesses or people outside your company, how did you choose who to target? Construction Companies within the community, local excavating business, local and surrounding Fire and Rescue Departments.

19. **Please provide a description of how your program's results will be measured to determine the value and relative effectiveness of your program** (*ex: we hope companies will accept at least 80% of the keychains we offer. We anticipate at least 100 people in attendance. We will survey the attendees after the program has finished and provide those results to the IURC*):

Ohio Valley Gas will have a booth set up. We will pass out 811 color code for utility markings cards, Indiana 811 Excavator Manual, and OVG cups. We will have a sign-in sheet and photos and provide those items to the IURC.

Related Grants and Actions

20. **Have you done a similar project in the past?** *(if no, write NIA and skip questions (a) and (b) below) NIA*
- a. Were there any lessons learned from the last project? Click here to enter text.
 - b. Explain how the scope of this grant differs from the last project and how you intend to implement lessons learned from your previous project. Click here to enter text.
21. **If this grant award is contingent on proof of completion of training or other action(s), you MUST attach documentation proving that the action(s) were completed.** *(type YES or NIA) YES*

Metrics Information

22. **How did you learn about the UPPA Fund?** Lauren Lucky
23. **What is your current role related to excavation or pipeline safety?** Safety Administrator for Ohio Valley Gas Corp.
24. **Briefly list other measures your company has/intends to take related to public awareness, training/education, and incentives for pipeline safety.** Radio advertisement, letters to fire and rescue for annual INPAA meeting, booths at local county fairs.

EXHIBIT B**Project Budget**

Provide a detailed budget narrative, being as specific as possible about what you will purchase with the grant funds. Add specific costs within the categories below (ex. under "Supplies", 12 keychains at \$1 each= \$12 total; write n/a if you do not have project funds in the category):

Consultants/Contracts:

<input type="radio"/>	Consultant Fees:	\$7,000
<input type="radio"/>	Consultant Expenses:	NIA
<input type="radio"/>	Contracts:	\$250.00
<input type="checkbox"/>	Equipment:	NIA
<input type="checkbox"/>	Personnel:	NIA
<input type="checkbox"/>	Supplies:	\$300.00
<input type="checkbox"/>	Travel Packages:	\$1,450.00
<input type="checkbox"/>	Other:	\$2,400.00

Payments in Advance: Generally, you must submit requests for payment to the IURC within 35 calendar days **after** the date the services were provided or goods purchased. **You may not submit claims more frequently than monthly.** If you will request payments in advance, you must provide the justification [here](#). This does not guarantee your claim will be paid in advance: Click [here](#) to enter text.

Total estimated cost of the project: \$11,400.00

Other sources of funding for the project (if applicable): \$4,400.00

Total amount requested: \$ 7,000.00

Budget Template

<i>Expenses</i>	<i>Cost</i>
Guest Speaker- Eric Giguere	
Zoom option	
Rental fee Randolph County Husted Hall building Facility holds up to 300 people PPT Projector and wireless microphone	

\$6,000.00	
	\$ 250.00
\$1,000.00	
Lunch Provided for attendees	\$2,400.00
Advertisement	\$ 300.00
Invites	
Brochures	
Travel Expenses for Mr. Giguere	
Flight- estimate	\$ 750.00
Rental Car-estimate	\$ 200.00
Hotel -estimate	\$ 350.00
Meal expenses- estimate	<u>\$ 150.00</u>
	\$11,400.00

Income	Amount
Cobalt Civil	\$1,000.00
Proficient Drainage and Excavating	\$ 500.00
AMPP	\$ 500.00
Randolph County United- providing lunches	<u>\$2,400.00</u>
	\$ 4,400.00
REMAINING BALANCE	\$ 7,000.00

Grant Narrative:

Ohio Valley Gas Corp. is partnering with other local construction and excavating businesses to bring this presentation to our community. Both our company, and our community at large, could benefit from an awareness program that drives home the importance of trench safety. Whether it is related to utilities, agricultural drainage or other civil projects, there is a huge demand for trenching work in our community and the surrounding areas, making this a topic that is relevant to many.

At OVG, our hope is that by bringing in a keynote speaker, Eric Giguere, who will share his own real-life, near-death experience to provide an example of the importance of trench safety, we can reduce the levels of complacency among local workers, increase awareness of proper safety protocols, and minimize the risk of future trench-related accidents both in OVG and our local area as well.

We are going to invite local construction companies, emergency responders, construction classes from the local public schools to attend this inspirational, informative luncheon to help bring awareness and educate on the importance of damage prevention.

In addition to tracking attendance, we will also offer an optional (but encouraged) survey at the end of the event to gather data related to the efficacy of the program and the value gained by attendees.

Finally, we'll track and record the questions asked and answered during the Q&A as a measure of engagement and areas of greatest interest among our audience.

Overall, we find this type of education to be a tremendous need in the community, and a prime opportunity for OVG to use its voice and reach, not only for the betterment of our employees and company, but for the community we serve as well.

EXHIBIT C -- Annual Financial Report for Non-governmental Entities

Guidelines for filing the annual financial report:

- 1) Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
 - a. There is no filing fee to do this.
 - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
 - c. The E-1 electronic submission site is found at <https://gateway.ifionline.org/login.aspx>
 - d. The Gateway User Guide is found at <https://gateway.ifionline.org/userguides/E1guide>
 - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
 - f. Login credentials for filing the E-1 and additional information can be obtained using the notforprofit@sboa.in.gov email address.
- 2) A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpqtPcdUcs
- 3) Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.

State of Indiana Public Contract Search

Instructions

Please fill in one or more fields below before clicking the Search button. We limit to 1,000 the number of contracts returned from a search. You will have to select search values to narrow your results.

Contract ID

Business Name

Agency

Zip Code

Starts On or After

Amount From

Comment Text

State of Indiana Electronic Approvals

Contract ID 0000000000000079527 **Type** New **Amendment** **Amount** 7000.000

Start Date 11/27/2023 **End Date** 12/31/2023

Agency Utility Reg Commission

Supplier OHIO VALLEY GAS CORPORATION **Zip Code** 47371-3168

Approver	Agency	Date / Time Approved
1 Kosco,Dana Kay	Agency Fiscal Approval	11/30/2023 3:41:49.000000PM
2 Redding,Sandra D	IDOA Legal Approval	12/11/2023 12:38:06.000000PM
3 Hughes,Katie	SBA Approval	12/12/2023 2:03:07.000000PM

Return

Your query returned

Contract ID	PDF	Approvals	Type	Amount	Start Date	End Date	Agency	Vendor
1 0000000000000079527	PDF	Approvals	New	7000.000	11/27/2023	12/31/2023	Utility Reg Commission	OHIO
2 A70-1-079527	PDF	Approvals		10000.000	07/01/2010	06/30/2011	2 N. MERIDIAN - 2ND FL/SELIG/L	INDIAN