

VILLAGE OF OAKWOOD, OHIO

RESOLUTION NO. 2020-59

**A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT
NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) ENERGIZED
COMMUNITY GRANT(S)**

WHEREAS, the Village of Oakwood, Ohio (the "MUNICIPALITY") is a member of the Northeast Ohio Public Energy Council ("NOPEC") and is eligible for one or more NOPEC Energized Community Grant(s) for 2020 ("NEC Grant(s)") as provided for in the NEC Grant Program guidelines; and

WHEREAS, the MUNICIPALITY wishes to enter into a Grant Agreement with NOPEC, Inc. in the form attached to this Resolution to receive one or more NEC Grant(s) for 2020, and to authorize the Mayor to execute the Grant Agreement with NOPEC, Inc. in the form attached.

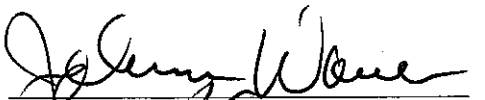
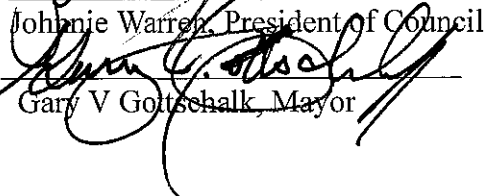
NOW, THEREFORE, be it resolved by the Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio that:

SECTION 1. This Council of the MUNICIPALITY (the "Council") finds and determines that it is in the best interest of the MUNICIPALITY to accept the NEC Grant(s) for 2020, and authorizes the Mayor to execute the Grant Agreement and any agreements with NOPEC, Inc. as may be necessary and appropriate for obtaining financial assistance and further upon the recommendation of the Village Engineer, and approved as to form by the Village Law Director, in accordance with all authority granted to and limitations upon the Village Director of Finance.

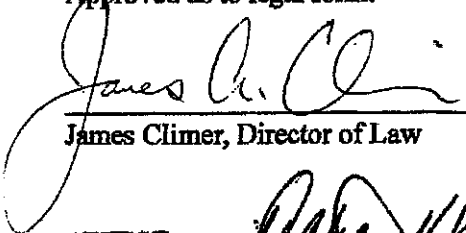
SECTION 2. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in open meetings of this Council, and that all deliberations of this Council and of any committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including Village's Charter and Codified Ordinances and Section 121.2 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the same relates to the daily operation of a municipal department, therefore, provided it receives two-thirds (2/3) of the vote of all members of Council elected thereto, said Resolution shall be in full force and effect immediately upon its adoption by Council and approved by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: July 14, 2020


Johnnie Warren, President of Council

Gary V. Gottschalk, Mayor

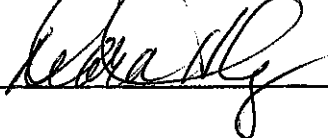
Approved as to legal form:



James Climer, Director of Law

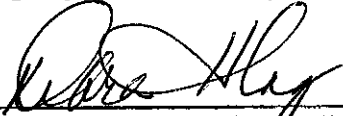
ATTEST: 

Debra L. Hladky, Clerk of Council

Approved: 

I, Debra L. Hladky, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio do hereby certify that the foregoing Resolution No. 2020-59 was duly and regularly passed by Council at the meeting held on the 17 day of July, 2020.

I, Debra L. Hladky, Clerk of Council for the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Resolution No. 2020-59 was duly posted on the 16th day of July, 2020 and will remain posted for a period of fifteen (15) days thereafter in the Council Chambers and in not less than five (5) of the most public places in the municipality as determined by Council of said Village.



Debra L. Hladky, Clerk of Council

DATED: July 16, 2020

NOPEC 2020 ENERGIZED COMMUNITY

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into by and between NOPEC, Inc. ("Grantor"), and _____, _____ County, Ohio ("Grantee"; "Grantor" and "Grantee," the "Parties") regarding a grant by Grantor to Grantee to be used primarily for energy efficiency or energy infrastructure projects in accordance with NOPEC Energized Community Grant criteria, guidelines and requirements ("NOPEC Policy").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Grant of Funds.** Grantor hereby grants a NOPEC Energized Community Grant ("NEC Grant") to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor ("Funds"), for the purposes set forth in Grantee's Grant Application, as amended, and incorporated by reference into this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by Grantor for the Project(s) approved by Grantor. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All disbursements for an approved 2020 NEC grant project must be requested by December 10, 2021. If Grantee does not request disbursements for the Project(s) approved by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2020 Grant year. For NEC Grants in subsequent years, subject to NOPEC Policy in effect at the time, all disbursements for an approved project must be requested no later than December 10th of the year following the original grant year, or Grantee shall forfeit any unused funds.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2020, and shall expire on December 31, 2020, and shall be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the Project(s). Grantor reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify Grantor if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to Grantor all of its records with respect to matters covered by this Agreement, and for Grantor to audit, examine and make copies from such records. Grantee agrees

to share and release all of its utility and other data with NOPEC, Inc. and Grantor and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as Grantor shall require.

7. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

8. **Inability to Perform.** In the event that Grantee does not or cannot complete the Project(s) or perform its obligations under this Agreement, Grantee shall immediately notify Grantor in writing. Grantor, with the approval of the Committee formed to award NEC Grants (the "Committee"), and Grantee shall jointly identify Project amendments or suitable Project(s) that meet NOPEC Policy.

9. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to Grantor, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

10. **Termination.**

(a) If Grantor determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, Grantor, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council ("NOPEC" or "Northeast Ohio Public Energy Council") member whose residents are receiving service from Northeast Ohio Public Energy Council's natural gas or electric aggregation program and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council's natural gas or electric aggregation program.

11. **Effects of Termination.**

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor. Upon surrender of such material, Grantee shall receive Funds only as to a Project that had been approved for a NEC Grant by Grantor prior to such termination.

(b) The Committee also may withhold final installment payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from

its electric or natural gas aggregation program(s), Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

12. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement, Grantee agrees to defend Grantor and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

13. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the Project. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

14. **Miscellaneous.**

(a) **Governing Law.** The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) **Entire Agreement.** This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(d) **Notices.** All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of NOPEC, to:

Charles W. Keiper, II
President
NOPEC, Inc.
31360 Solon Road
Suite 33
Solon, OH 44139

In case of Grantee, to:

Title: _____
Name: _____

_____, Ohio _____

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the Project and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of Grantor.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement.

(i) Determinations by Grantor Final. All determinations as to eligibility of any project for an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by Grantor and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer or other position] to take all actions with respect to the NEC Grant and this Agreement as may be required and Grantor shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and Grantor to use information about Grantee's grant(s) and project(s) in any marketing they may conduct, and agrees to cooperate with Grantor in connection with such marketing.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Grant Agreement on the last date set forth below.

GRANTEE:

Oakwood Village, Ohio

NOPEC, INC.:

Individual Authorized by Grantee's
Legislation

By:

Title:

Date:

Kenneth J. Stoll
Mayor
July 15, 2020

By: _____

Title: _____

Date: _____

[Signature page to NOPEC 2020 Energized Community Grant Agreement.]



NOPEC Energized Community (NEC) Grant 2020 Program Policies

NOPEC, Inc. and NextEra Energy have established the NOPEC Energized Community Grant Program, which provides grants to existing NOPEC member electric and gas communities. Existing member communities are defined as those with metered accounts enrolled in NOPEC's electric and/or gas aggregation during the previous calendar year. The new grant program year will begin on January 1, 2020, with the primary goal of providing funds to help communities implement energy savings or energy infrastructure measures.

NEC grants are intended to be used by member communities primarily for energy related projects. Member communities will be permitted, on a case-by-case basis, to use grants for purposes other than energy efficiency or energy infrastructure improvements.

The policies governing the grant program have been approved by the Board of Directors. The Economic Development Director (EDD) will have oversight and day-to-day management responsibility for the program.

Deadlines: NOPEC member communities that wish to accept the grant award must have a completed and approved profile by June 30, 2020. All grant funds must be secured by October 31, 2020. Secured funds include applications approved to escrow funds or complete a project. Any grant funds not accepted, with an approved community profile by June 30, 2020, or secured through the application process by October 31, 2020, will be returned to the grant pool.

Eligibility and Notification: Existing NOPEC member communities enrolled in both gas and electric on January 1 will be paid cash grants at the rate of [\$6] per enrolled account for gas and [\$8] per enrolled account for electric per year. Existing NOPEC member communities enrolled in the gas program only will be paid cash grants at the rate of [\$5] per enrolled account. Existing NOPEC member communities enrolled in the electric program only will be paid cash grants at the rate of [\$7] per enrolled account. Enrolled accounts will be determined based on an average, using Q2 and Q3, of metered accounts of the previous calendar year. If an existing community was not enrolled for both quarters of the previous year, an average of the metered accounts enrolled for a minimum of three consecutive months will be applied.

Member counties and regional council of governments (COG) will also receive grants based on the communities and programs enrolled through the county or COG

membership. Grants will be calculated using the same averaging method as the community grants. County and regional COG members will receive [\$1.50] for gas and [\$2] for electric, per enrolled account per year, in communities enrolled for both programs, and [\$.50] for gas or [\$1.00] for electric, in communities enrolled for a single aggregation program.

The Chief Elected Official and the Chief Financial Official of member communities, regional COG and counties will be notified by letter in January of the grant amount available for its use. Each community must enter into a grant agreement, if it has not already done so, with NOPEC, Inc. Each year, the community must pass legislation accepting the grant and identifying the position (with person currently holding that position) authorized to conduct on-line program activities on behalf of the community. All grant activities, including the application and disbursement request processes, will be completed and submitted online.

Processing: The first step for the NEC grant program is creating a community profile in the on-line grant program at for a new community. Communities that completed this step in a previous year should review the profile and update the information, as needed.

As part of the profile, all communities will upload a pdf file of the legislation approved by the member community accepting the NEC grant. Communities that are receiving a grant for the first time will also execute and upload a pdf file of executed Grant Agreement. The deadline to accept the grant and upload the required documents for the profile step is June 30, 2020. Any grant funds not accepted with an approved community profile will be returned to the grant pool.

Communities must complete the application process to qualify a project for grant funds. New applications will be reviewed on an ongoing basis. Appropriate supporting documents (e.g., project quotes) should be attached, if available. All applications must be submitted electronically in the grant system.

Staff will review each application to determine if it meets the criteria and formally approve each project funded. Communities may begin the project during the review process but it does not guarantee funding approval. Projects that are determined to be emergencies, based on immediate health and/or safety issues, may be eligible to begin without formal approval.

Eligible projects include those that reduce electric and/or gas utility consumption through facility improvements and/or implementing infrastructure improvements. Examples include interior and exterior lighting, windows and doors, insulation, HVAC, geothermal and solar. Street lights and traffic lights are also eligible, if a demonstrated utility savings to the community will result. Examples of ineligible projects would include vehicles or equipment (other than an emergency generator) that are powered by battery, gasoline or diesel, and do not reduce utility costs. Project examples for eligible energy infrastructure include natural gas filling stations, electric vehicle charging

stations and emergency generators. Installing power to a facility such as a gazebo or baseball field are other examples of eligible energy infrastructure.

Grants may also be used to benefit commercial properties. Options include covering the cost of energy audits or set-up costs for establishing an Energy Special Improvement District. Programs benefitting residents are also eligible. Providing residents LED light bulbs or establishing a residential energy audit program funded by the NEC grant program are two examples.

Multi-jurisdictional projects are eligible. Each community must apply for its own grant funds in a multi-jurisdictional project. Non-NOPEC members may be part of a multi-jurisdictional project but will not be eligible for any grant funds from NOPEC.

If a community completed a project that meets the eligibility requirements within the previous calendar year it may submit that project for the grant. Communities may also choose to escrow the grant award (or a portion of it) for a future year, but the escrow period is not to exceed an additional two years from the original grant year.

If a member community conducts an energy audit for the proposed project, the community may obtain the audit service through NOPEC's Energy Advisor audit program. Audit costs may be defrayed with grant funds, whether obtained through NOPEC's program or contracted with a third party. The audit must be performed by a credentialed professional.

Once the application is reviewed and approved, the community will receive written confirmation. Each approved project will become an exhibit to the Grant Agreement.

Project Completion and Funds Disbursement: Communities are responsible for contracting all work to be completed for community-owned facilities or projects, in accordance with local requirements, with qualified professionals. Monthly disbursements will be made for approved projects until the funds have been depleted, with a minimum disbursement amount of \$5,000 for interim disbursements. For projects of \$5,000 or less, the grant will be disbursed upon project completion. All disbursements will be made by Automatic Clearing House (ACH) process to an account designated by the community. All disbursements for an approved project must be requested no later than the year following the original grant year. Projects approved for the 2020 grant year cycle must request all disbursements before December 10, 2021.

This is not a reimbursement grant, i.e. communities are not required to pay the invoice prior to submitting it for a grant disbursement. Communities create the Disbursement Request(s) for each approved application with appropriate supporting documents submitted on-line. Appropriate supporting documents include invoices or AIA forms for work completed, or signed contracts that specify an advance prior to the start of the project. Quotes or proposals are not acceptable documents for Disbursement Requests. The EDD will review all disbursement requests and submit them for

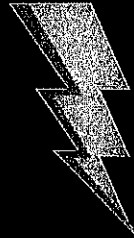
processing to the NOPEC CFO. All disbursements are approved by the Executive Director or other authorized person.

Any grant dollars, including balances, not applied for or escrowed by the community by October 31 of the current grant year will be forfeited by the community and returned to the grant pool. The grant term will be for calendar year 2020. NOPEC will close out a community's grant when all grant funds have been disbursed or any remaining funds are returned to the grant pool.

Reports: Communities using grant funds for energy efficiency projects will submit an annual report to NOPEC for two years following project completion, if the project is selected for measurement and verification. The report will provide information on the energy saved (measured by units and dollars) in the previous year resulting from that project. This report will be prepared by a third-party consultant contracted by NOPEC, Inc. The community will agree to authorize NOPEC to provide the appropriate utility account information for the designated project site to the consultant for the purpose of completing the annual reports.

The EDD will track all open grants and provide periodic status reports to the NOPEC Executive Director and to both the NOPEC and NOPEC, Inc. Boards of Directors. Reports will include the number of communities with open grants available and the total funds disbursed to date.

All determinations made by NOPEC, Inc. and NOPEC in administering the NEC Grant Program shall be final, conclusive and binding on all grant recipients.



ATTENTION

NEW DEADLINE TO COMPLETE NEC GRANT PROFILE

Profiles must be completed before the new
deadline on June 30th, 2020.

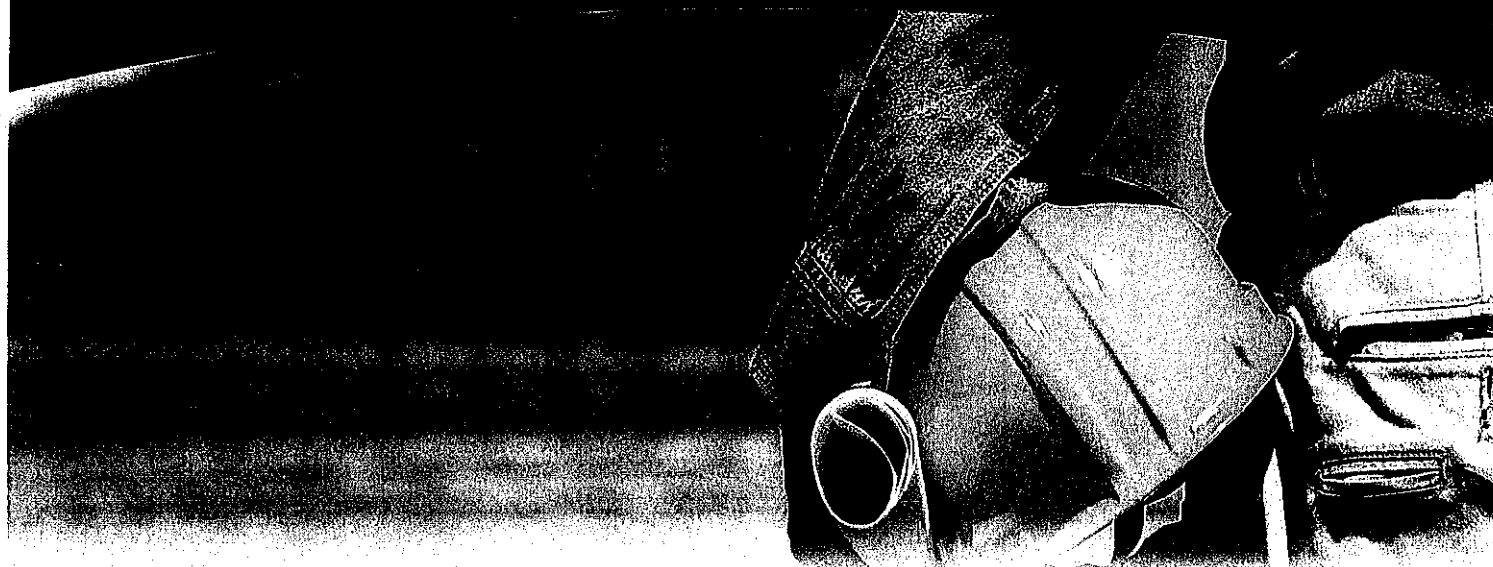
Questions? Contact Jessica Chiano, Loan and Grant Associate, at grants@nopec.org



NEC Grant vs. Community Sponsorship

NEC GRANT		SPONSORSHIP
January 27, 2020	Program Start	December 20, 2019
CEO/CFO by physical mail and email	Notice Recipient	CEO/CFO by email
Jessica Chiano 440.249.7072 grants@nopec.org	Contact Person	Caitlin Albright 440.249.7825 sponsorships@nopec.org
www.nopecgrants.org	Website	www.nopecsponsorships.org
1. Profile 2. Application 3. Disbursement	Process	1. Profile 2. Disbursement
Profile is due June 30 Application is due October 31	Deadline	March 31
Energy-efficiency or infrastructure projects	Eligible Activities	Non-religious, non-political public events
HVAC, lighting, roofing, windows, solar, etc.	Examples	Family fun days, fireworks

Energized Community (NEC) Grant



The **NOPEC Energized Community (NEC) Grant Program** provides grants to NOPEC member communities for energy-related projects.

Established by NOPEC Inc. and NextEra Energy, the primary goal of providing funds is to help implement energy savings or energy infrastructure measures.

Steps to Securing your Grant Dollars

1. Approve Community Legislation

2. Sign Grant Agreement

The person authorized by the legislation must be the one to sign the grant agreement.

3. Create Profile

Contact name entered must match position/person identified in the grant agreement.

4. Create Application

Communities can submit multiple applications for projects and/or escrow funds.

Ideas for 2020 Grant Projects

Grants can be used for government, residential and commercial properties. Here are some examples of what you can use for your grant dollars:

- LED signs
- Traffic signal upgrades
- Insulation
- Energy-efficient windows
- Solar-powered LED stop signs
- Energy-efficient air conditioner
- Electrical upgrades
- Generators
- Door replacement
- LED lighting upgrades
- Service garage insulation
- Energy-efficient metal roof system
- Installation of radius ceiling fans
- Energy efficient kitchen appliances



Brian Thompson

From: Chuck Keiper <executivedirector@nopec.org>
Sent: Friday, January 24, 2020 5:16 PM
To: Dionna Hammett
Brian Thompson
Cc: NOPEC NEC Grant
Subject: Attachment A- NEC Grant Program Policies 2020 Final 6Jan2020.docx; Attachment C- FORM: City_Village Ordinance to accept 2020 NEC Grant 03JAN2020.docx; Attachment E -FORM - 2020 NOPEC Energized Community Grant Agreement 03JAN2020.docx; Attachment F- Attention_ 2020 NEC Grant Sponsorship Comparison 07JAN2020.pdf; Attachment G -NEC Grant Handout_2020.pdf

Dear Mayor Gottschalk:

NOPEC's Energized Community (NEC) grant program is ready and available to help The Village of Oakwood finance eligible efficiency or energy infrastructure projects! The 2020 NEC grant program policies are attached and provide additional information on eligibility, submitting applications and requesting disbursements. They've been updated to include additional information this year and we hope you'll find it helpful.

To get started, you'll need to take the following steps first:

1. Pass legislation accepting the NEC Grant. We're attaching a model resolution/ordinance for your convenience, but modify it as needed to meet your local requirements.
2. Enter into the Grant Agreement with NOPEC, Inc. The person identified by the approved local legislation will sign the agreement on page 6. The Grant Agreement is also attached. **Even if your community has completed a grant agreement in the past, this step is required for all communities in 2020 due to a policy change for approved project applications.**

Please give careful consideration to the position and person identified as the Local Contact (authorized representative) on page 4 of the Grant Agreement. This is the person who will have access to the on-line grant system for your community. For security purposes, the position/person identified in the Grant Agreement must match the person listed as the Contact in the on-line system when you create an account.

Please note there is a new profile submission deadline of June 30, 2020. Completing this step by the deadline will let us know you want to take advantage of the grant program this year.

The system will be available starting January 27, 2020. When the legislation and grant agreement are approved and signed, the authorized representative will log into www.nopecgrants.org to upload the pdf document in the account. Applications can be submitted after this step is completed and approved, which may take 3-5 days.

Our staff is available to help at any point during the process. Contact us at grants@nopec.org for additional help or information. We look forward to receiving your application!!

**Chuck Keiper
Executive Director**