

ORDINANCE NO. 2024-10

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) 2024 ENERGIZED COMMUNITY GRANT, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Willowick, Ohio (the "CITY" or "GRANTEE") is a member of the Northeast Ohio Public Energy Council ("NOPEC") and is eligible for one or more NOPEC Energized Community Grant(s) for 2024 ("NEC Grant(s)") as provided for in the NEC Grant Program guidance; and

WHEREAS the GRANTEE wishes to enter into a Grant Agreement with NOPEC, Inc., in substantially the form present to the Council to receive on or more NEC Grant(s).

NOW, THEREFORE BE IT ORDAINED by the Council of the City of Willowick, County of Lake, State of Ohio:

Section 1. The Council of the GRANTEE (the "Council") finds and determines that it is in the best interest of the GRANTEE to enter into the Grant Agreement to accept the NEC Grant(s) for 2024, and authorizes the Mayor to execute the Grant Agreement to accept the NEC Grant(s) funds.

Section 2. All formal actions of this Council concerning the passage of this Ordinance were adopted in an open meeting, and that all deliberations of this Council, or any of its Committees, which resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Codified Ordinances, Section 121.22 of the Ohio Revised Code.

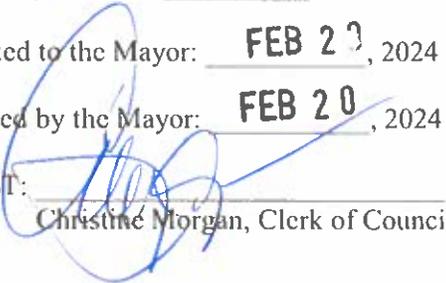
Section 3. That this Ordinance constitutes an emergency measure in that the same provided for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Willowick and further, provide for the usual daily operation of a municipal department.

WHEREFORE, this Ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

Adopted by Council: FEB 20, 2024

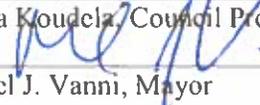
Submitted to the Mayor: FEB 23, 2024

Approved by the Mayor: FEB 20, 2024

ATTEST: 
Christine Morgan, Clerk of Council



Monica Koudela, Council President



Michael J. Vanni, Mayor



NOPEC Energized Community (NEC) Grant 2024 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, 2024, 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 Community Investment Manager (CIM) 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, 2024. Any grant funds not accepted, with an approved community profile by June 30, 2024, will be returned to the grant pool. Grant funds must be drawn down via disbursement request by November 30, 2026. Funds not drawn down by that date will be returned to the grant pool.

Eligibility and Notification: Existing NOPEC member communities enrolled in both gas and electric on January 1, 2024, will be paid cash grants at the rate of [\$4] per enrolled account for gas and [\$6] per enrolled account for electric per year. Existing NOPEC member communities enrolled in the gas program on January 1, 2024, only will be paid cash grants at the rate of [\$3] per enrolled account. Existing NOPEC member communities enrolled in the electric program only on January 1, 2024, will be paid cash grants at the rate of [\$5] per enrolled account. Enrolled accounts will be determined based on an average, using Q2 and Q3, of the metered accounts enrolled for a minimum of three consecutive months will be applied. The minimum grant amount will not be less than \$250.00 for all eligible communities.

Member counties) will also receive grants based on the communities and programs enrolled through the county membership. Grants will be calculated using the same averaging method as the community grants. County 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 and counties will be notified by letter in January 2024 of the grant amount available for its use. Each community must enter into a grant agreement, if required, 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 profile and disbursement request processes, will be completed, and submitted online.

Processing: The first step for the NEC grant program is completing the community profile. Returning users may use the same account created in 2023 and new grant representatives will create a community profile in the online grant program for a new community.

As part of the profile, all communities will upload a pdf file of the legislation approved by the member community accepting the NEC grant 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, 2024. Any grant funds not accepted with an approved community profile will be returned to the grant pool.

Communities must complete disbursement requests to draw down their accepted NEC Grant funds. New requests will be reviewed on an ongoing basis. Appropriate supporting documents (e.g., invoices, AIA forms, or receipts) must be attached. All disbursement requests must be submitted electronically in the grant system. NEC Grant funds must be drawn down using the first in first out (FIFO) accounting method, meaning communities must draw down previous NEC Grant award balances prior to accessing the 2024 award.

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

Eligible uses 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. Streetlights 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 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.

In addition to the projects listed above, communities may use grant funds for the lease or purchase costs of plug-in electric vehicles.

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 benefiting 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 uses are eligible. Each community must request its own grant funds for a multi-jurisdictional use. Non-NOPEC members may be part of a multi-jurisdictional use but will not be eligible for any grant funds from NOPEC.

If a community completed work that meets the eligibility requirements within the previous calendar year it may submit that project for the grant.

If a member community conducts an energy audit for the proposed work, audit costs may be defrayed with grant funds. The audit must be performed by a credentialed professional.

Once the request is reviewed and approved, the community will receive written confirmation. Each approved request will become an exhibit to the Grant Agreement. A member community must be a member in good standing of the Northeast Ohio Public Energy Council, as defined in the NOPEC, Inc. Grant Agreement with the community, at the time of written confirmation and at the time of disbursement to receive a 2024 NEC Grant award.

Project Completion and Funds Disbursement: Communities are responsible for contracting all work to be completed for community-owned facilities or work, in accordance with local requirements, with qualified professionals. Disbursements will be made until funds have been depleted. All disbursements will be made by Automatic Clearing House (ACH) process to an account designated by the community. For existing NOPEC communities 2024 NEC Grant awards will become available for disbursement after the community has an approved 2024 profile.

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) 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 CIM 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. 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 CIM 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, including whether a community is a member in good standing of NOPEC, shall be final, conclusive, and binding on all grant recipients.

NOPEC 2024 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 updates in accordance with NOPEC Energized 2024 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 2024 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 Disbursement Request, as amended, and incorporated by reference into this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by Grantor for qualified use as outlined in the program policies. 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 completed disbursement request form for qualified use in accordance with the program policies must be submitted by November 30, 2026. If Grantee does not request disbursements by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2024 Grant year.

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, 2024, and shall expire on December 31, 2024, 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, or Grantor requires a new Grant Agreement from Grantee.

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 work completed using grant funding. 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 Northeast Ohio Public Energy Council 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 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 amendments or suitable uses 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.

(b) The Committee also may withhold any 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) or is otherwise not a member in good standing of the Northeast Ohio Public Energy Council, 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 funding. 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 Grantor, to:
Charles W. Keiper, II
President
NOPEC, Inc.
31360 Solon Road
Suite 33
Solon, OH 44139

In case of Grantee, to:

(This individual will be the designated grant representative working in the grant website)

Title: MANAGER / SAFETY DIRECTOR

Name: [Signature]

_____, 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 funding uses 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 uses of 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 Northeast Ohio Public Energy Council to use information about Grantee's grant(s) and work funded 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:

_____, Ohio

GRANTOR:

NOPEC, INC.

Individual Authorized by Grantee's
Legislation to accept, see Section I:

By: [Signature]
Title: Mayor / Safety Director
Date: _____

By: _____
Title: _____
Date: _____

[Signature page to NOPEC 2023 Energized Community Grant Agreement.]

NOPEC 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.



Ideas for 2024 Grant Projects

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

- Lease or purchase of plug-electric vehicles
- Traffic signal upgrades
- Energy-efficient windows
- Solar-powered LED stop signs
- Energy-efficient air conditioner
- Tree canopy restoration
- 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

Secure Your Grant Dollars

Step 1: Submit Profile at nopecgrants.org — Due by June 30th, 2024

- A. Accept funds by passing community legislation
- B. Complete grant agreement

Step 2: Draw Funds — Due by November 30th, 2026

- A. Submit disbursement requests

Questions?

Contact Jessica Renner, Community Investment Manager, at grants@nopecinc.org

