

RESOLUTION NO. 2024-02

**A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT
NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC)
2024 ENERGIZED COMMUNITY GRANT(S) FUNDS;
AND DECLARING AN EMERGENCY**

WHEREAS, the City of Wickliffe, Ohio (the "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 guidelines; and

WHEREAS, the GRANTEE wishes to enter into a Grant Agreement with NOPEC, Inc. in substantially the form presented to this Council to receive one or more NEC Grant(s); and

WHEREAS, the Mayor of the City of Wickliffe has received notification from NOPEC that the City has been approved to receive a NEC Grant in the amount of Twenty-Nine Thousand One Hundred Four Dollars (\$ 29,104.00) for 2024.

**NOW THEREFORE, BE IT ORDAINED BY COUNCIL OF THE CITY OF WICKLIFFE,
COUNTY OF LAKE, AND STATE OF OHIO:**

SECTION 1. That this Council of the City of Wickliffe (the "Council") finds and determines that it is in the best interest of the GRANTEE to accept the NEC Grant(s) for 2024, and authorizes the Mayor to accept the NEC Grant(s) funds in the amount of Twenty-Nine Thousand One Hundred Four Dollars (\$ 29,104.00).

SECTION 2. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of the resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of said city and for the further reason it is necessary for the efficient operation of city government; wherefore, this resolution provided it receives an affirmative vote of two-thirds (2/3) of the members elected to Council, shall take effect immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed: February 12th, 2024

Attest: [Signature]
Clerk of Council

Submitted to the Mayor for approval on
February 12th, 2024

First reading Suspended

Second reading Suspended

Third reading February 12th, 2024

[Signature]
Council President – Presiding Officer

Approved: February 12th, 2024

[Signature]
Mayor

Passed February 12th, 2024
Yes 7 No 0

I, Sandra J. Fink, Clerk of Council of Wickliffe, Ohio, hereby certify the foregoing is a true copy of Resolution No. 2024-02 enacted by Council at its regular meeting on February 12, 2024.
Sandra J. Fink, Clerk of Council

NOPEC 2024 ENERGIZED COMMUNITY

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into by and between NOPEC, Inc. ("Grantor"), and City of Wickliffe, Lake 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: Finance Director
Name: Chondra N. Hunter
28730 Ridge Road
Wickliffe, Ohio 44092

(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.

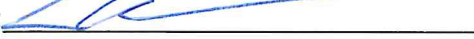
GRANTEE:

City of Wickliffe, Ohio

GRANTOR:

NOPEC, INC.

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

By: 

Title: Mayor

Date: February 12, 2023

By: _____

Title: _____

Date: _____

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



DR. WILLIAM KOONS
Chairman

CHUCK KEIPER
Executive Director

BOARD OF DIRECTORS

DAVID SCHEFFLER
Central Ohio

JOHN ZEHENTBAUER
Columbiana County

GEORGINE WELO
Cuyahoga County

WILLIAM KOONS
Geauga County

G. STUART O'HARA
Huron County

HOLLIE BARTONE
Lake County

DAVE LESHINSKI
Lorain County

LISA BALSINGER
Mahoning County

GRANT AUNGST
Medina County

MICKEY MAROZZI
Portage County

ANDREW SMALLSTEY
Richland County

AARON MONTZ
Seneca County

NICK MOLNAR
Summit County

DOUG FRANKLIN
Trumbull County

January 17, 2024

Mayor Sakacs
Wickliffe
28730 Ridge Road
Wickliffe, OH 44092

RE: IMPORTANT INFORMATION ABOUT YOUR COMMUNITY'S NOPEC GRANTS

Dear Mayor Sakacs:

Congratulations! Wickliffe has been awarded a NOPEC Energized Community (NEC) grant of \$29,104 for 2024. NOPEC* and our supply partner NextEra Energy value your community's membership and are awarding this grant to help your community to continue your energy efficiency projects to achieve future savings on your utility bills. Please accept your 2024 NEC Grant award by completing your community profile by June 30, 2024.

Please note important disbursement-related dates below:

Year	Amount	Available for Disbursement	Deadline to Disburse
2022 Balance	\$12,867.78	Available Now	November 30, 2024
2023 Balance	\$32,856	Available Now	November 30, 2025
2024 Award	\$29,104	Available when 2024 Profile is approved	November 30, 2026

Later this month, you'll receive an e-mail with detailed instructions on how to access your community's grant information. NOPEC's Community Investment Manager, Jessica Renner, is available by email at grants@nopecinc.org or by phone at 440-249-7072.

We look forward to working with you!

Sincerely,

Chuck Keiper
Executive Director

*The NEC grant program is funded and administered by NOPEC, Inc., under agreement with Northeast Ohio Public Energy Council (NOPEC).

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

NOPEC

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