

RESOLUTION NO. 723-24

*Sandstone Joint Ambulance District Agreement
with LifeCare Ambulance Inc.
1/1/2024 – 12/31/2026*

Lorain County, Ohio

Be It Resolved, by the Council of the Village of South Amherst

WHEREAS, this date, February 12, 2024, Council moved to adopt the following Resolution and declaring an emergency:

WHEREAS, the Village of South Amherst accepts the ambulance service agreement authorized by the Sandstone Ambulance District with LifeCare Ambulance Inc. on behalf of the Village of South Amherst.

WHEREAS, the Ambulance district desires to contract with LifeCare Ambulance Inc., an Ohio corporation (“**LifeCare**”), for emergency medical services for the benefit of residents of the Ambulance District;

WHEREAS, LifeCare desires to provide such services to the Ambulance District, including residents of the Village of South Amherst, in accordance with the terms of the Contract for Ambulance Services attached as **Exhibit A**; and

WHEREAS, the Council for the Village of South Amherst, at its regular meeting on January 22, 2024 moved to approve the Sandstone Joint Ambulance District Agreement with LifeCare Ambulance Inc. beginning on 1/1/2024 ending 12/31/2026.

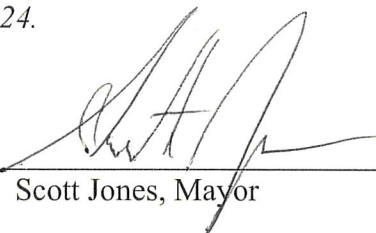
NOW THEREFORE, it is hereby RESOLVED by the Council of the Village of South Amherst, to accept the ambulance service agreement with LifeCare Ambulance Inc. as authorized by the Sandstone Ambulance District per **Exhibit A**.

BE IT FURTHER RESOLVED: that it is hereby found and determined that all formal actions of the Village of South Amherst concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Village of South Amherst Council, and that all deliberations of the Village of South Amherst Council and any of its committees that resulted in such formal action, were in a meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

That this resolution is declared an emergency measure necessary for the immediate effectiveness of this Resolution. Wherefore, this Resolution shall be in full force and effect from and immediately after its passage and approval.

Adopted the 12th day of February, 2024.

PASSED: *2/12/2024*



Scott Jones, Mayor

ATTEST: *Michele Henke*

Fiscal Officer

RESOLUTION NO. 723-24

*Sandstone Joint Ambulance District Agreement
with LifeCare Ambulance Inc.
1/1/2024 – 12/31/2026*

Lorain County, Ohio

I, Michelle Henke, the Fiscal Officer of the Village of South Amherst, certifies that the forgoing Ordinance No. 723-24 is taken and copied from the record of proceedings of the Village Council of the Village of South Amherst, Lorain County, Ohio and that it has been compared by me with the ordinance on the record and is a true and accurate copy. Further, I certify that the adoption of such ordinance occurred in and open meeting held in compliance with O.R.C. 121.22



Fiscal Officer

APPROVED AS TO FORM:



Matthew A. Mishak, Law Director

SA/723-24 Sandstone Joint Ambulance – LifeCare Agreement

**SANDSTONE JOINT AMBULANCE DISTRICT
CONTRACT FOR AMBULANCE SERVICE**

THIS AMBULANCE SERVICE AGREEMENT (the "Agreement") is made and entered into at Amherst, Ohio, commencing on January 1, 2024 by and between LIFECARE AMBULANCE INC., an Ohio corporation, ("LifeCare") and the SANDSTONE JOINT AMBULANCE DISTRICT, a joint ambulance district formed pursuant to R.C. § 505.71, (the "Ambulance District").

WITNESSETH:

WHEREAS, pursuant to the authority granted in O.R.C. 505.72, the Ambulance District desires to contract with LifeCare for emergency medical services for the benefit of the residents of the Ambulance District; and

WHEREAS, LifeCare is prepared to and desires to provide such services to the Ambulance District as set forth herein;

NOW THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound hereby, the Parties hereto agree as follows:

**ARTICLE I
DUTIES OF LIFECARE**

- 1.1 The Ambulance District hereby retains LifeCare, as an independent contractor, and LifeCare hereby agrees to render the services hereinafter set forth. LifeCare shall provide to the Ambulance District:
 - a. One (1) medical transportation vehicle, specifically a Mainline Response Unit, which shall be available on a twenty-four (24) hour basis, seven (7) days a week, every day of the year, staffed by at least one (1) certified paramedic or such greater staffing as may be required by Ohio or federal law.
 - b. Such vehicle(s) shall be stationed at LifeCare's facility located at 254 Park Avenue in the City of Amherst, Ohio.
- 1.2 The medical transportation vehicles described in Section 1.1 above will include ambulances equipped with the items required under Ohio Administrative Code Chapter 4766 and the Appendixes thereto, shall conform with the description in Form EMS 4016, and any other items required by Ohio Ambulance Licensing Board and under Ohio and federal law, including, but limited to advanced life support capabilities (including cardiac monitor, drug box, advanced airway kit, and IV supplies) necessary to render the services required hereunder in compliance with the applicable standard of care in Ohio.
- 1.3 LifeCare shall provide living space for a two-member crew of LifeCare as well as house LifeCare's vehicles.
- 1.4 LifeCare shall make available an ambulance at the scene of all working fires throughout the Ambulance District as defined in the Joint Resolution creating said district. Transports will be billed to patients in accordance with LifeCare's standard billing procedures at LifeCare's then-current rate.

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- j. Upon request by the Ambulance District, and at a reasonable fee, provide reasonable community education programs including, but not limited to, programs providing CPR training and health education; provided, however, police, fire and other first responders may enroll in continuing education classes and courses provided by LifeCare, which the appropriate local jurisdiction shall reimburse LifeCare the normal and customary fee for such training.
 - k. Provide reasonable training and continuing education for the police, fire, and first responders within the Ambulance District for courses which LifeCare employees are trained in instructing, not to exceed 160 hours per year, for which LifeCare will be reimbursed at its normal and customary fee for such training. Supervision for area police and fire will be responsible for managing the number of hours budgeted and subsequently the number of students enrolled in such programs.
 - l. Develop policies, procedures, forms, and training for compliance with the federal HIPAA laws and any regulations relating thereto.
- 1.9** The medical transportation vehicle(s) stationed in the Ambulance District shall be dedicated primarily for response for the Ambulance District, or responses to mutual aid for the surrounding areas. In the event of an emergency call, one of the medical transportation vehicles described in Section 1.2 shall be dispatched to the emergency if one is available. If all ambulances within the Ambulance District are on calls or otherwise unavailable, LifeCare shall immediately post an additional ambulance within the Ambulance District.
- 1.10** LifeCare, in accordance with all laws governing provision of emergency services regardless of the individual's ability to pay, shall service all such emergency calls. For Medicaid patients, LifeCare shall accept Medicaid assignments. The Ambulance District shall not be liable or responsible for charges incurred by anyone utilizing the service to be provided under this Agreement, except as otherwise provided in Article II.
- 1.11** LifeCare shall provide and pay for all dispatching. LifeCare shall keep records of all EMS calls and responses, and patient disposition. A HIPAA compliant summary of all such information shall be sent to the Ambulance District upon request and all such records shall be available for inspection by a representative appointed by the Ambulance District at any reasonable time after reasonable notice. The summary will include the following information unless otherwise prohibited by law:
- a. Location of call;
 - b. Destination of call;
 - c. Level of service required; and
 - d. Time of call, dispatch time, en-route time, on scene time, and at destination time.
- 1.12** The Ambulance District shall have the right to appoint a representative to inspect the medical transportation vehicles and equipment of LifeCare at any reasonable time upon reasonable notice.. A representative of LifeCare shall have the right to be present at the time of any such inspection.

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- 1.13 LifeCare shall operate its medical transportation vehicles and primary response unit provided under this Agreement under the name LifeCare Ambulance Inc., which shall be prominently displayed on each such vehicle.
- 1.14 In performing services pursuant to this Agreement, LifeCare shall exercise the same standards of care as are normal, customary, and reasonable for providers of such services to areas similar to the Ambulance District.
- 1.15 In carrying out this Agreement, each party shall comply with all applicable state, federal and local laws, ordinances, rules, and regulations, and shall operate its medical transportation vehicles in conformance with all generally accepted safety standards for medical transportation vehicles and with due regard to the safety of others.
- 1.16 At the request of the Ambulance District and to provide seamless care to the residents of the Ambulance District, LifeCare shall work with local and county fire/rescue providers and the emergency departments of hospitals, and participate in local and county training including, but not limited to, training related to disasters or mass casualty incidents.
- 1.17 In the event of a disaster or a mass casualty as defined by R.C. §§ 4766.01 and 5502.21, LifeCare shall provide emergency services under this Agreement to the residents of the Ambulance District and provide services in accordance with the requirements of federal and Ohio law including, but not limited to, any statewide emergency medical services plan and any emergency operations plan/emergency management plan.
- 1.18 To the extent not inconsistent with the terms of this Agreement, LifeCare shall render such additional services and perform such additional duties as are included in LifeCare's November 8, 2023 Proposal to the Ambulance District.

ARTICLE II COMPENSATION

- 2.1 Persons within the Ambulance District receiving services from LifeCare may be billed by LifeCare for each call at LifeCare's then current rate. LifeCare shall collect and retain all payments so collected.
- 2.2 In consideration of the services to be rendered pursuant to this Agreement, Ambulance District shall pay LifeCare an annual subsidy of One Hundred Eighty-Three Thousand Dollars (\$183,000.00) each year during the term of this Agreement, with specific annual contributions allocated as follows:
 - a. City of Amherst - \$135,786.00
 - b. Amherst Township - \$38,247.00
 - c. Village of South Amherst - \$8,784.00
- 2.3 Each jurisdiction described in Section 2.2(a) – (c) shall pay such subsidy to LifeCare via ACH in equal monthly installments due and payable on or before the thirtieth (30th) day of each month during the term of this Agreement, and any extension thereof as described on **Schedule A** attached hereto.

**ARTICLE III
PERSONNEL**

- 3.1 In performing its services under this Agreement, LifeCare shall be an independent contractor. LifeCare shall be responsible for the selection, compensation, and supervision of its employees, including EMS personnel. LifeCare shall retain sole control over the hiring, discipline, and termination of its employees.
- 3.2 LifeCare shall utilize only employees that meet applicable state licensing requirements. Employees utilized for the services to be rendered pursuant to the Agreement shall be considered in accordance with experience, knowledge of the service area, pre-employment screening and the individual's past driving record. LifeCare shall require that all such new employees hired have been through appropriate pre-employment certification, including toxicology screening, and have a safe driving record.
- 3.3 LifeCare shall provide appropriate continuing education programs to its employees.
- 3.4 LifeCare shall have at least one representative of LifeCare present at all meetings of the Ambulance District.

**ARTICLE IV
SELECTION OF TREATMENT FACILITY**

- 4.1 Except in extreme life-threatening situations, a patient or legal guardian shall retain the right to designate the healthcare facility where they will be transported.

**ARTICLE V
INDEMNITY AND INSURANCE**

- 5.1 At all times during the term of this Agreement, LifeCare shall obtain and keep in force, at its expense, broad form comprehensive general liability insurance, including:
 - a. A professional liability insurance policy in an amount not less than One Million Dollars (\$1,000,000) per incident.
 - b. Motor vehicle liability insurance in the amount not less than Five Hundred Thousand Dollars (\$500,000) per incident.
 - c. An umbrella policy in the amount not less than Two Million Dollars (\$2,000,000).
- 5.2 Such insurance shall be issued by a solvent insurance company licensed to do business in Ohio. Each such policy shall designate the Ambulance District as an additional insured and shall contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days prior written notice to the Ambulance District. A certificate of such policy shall be deposited with the Ambulance District prior to the commencement of the term of this Agreement. Prior to the expiration of such policy, LifeCare shall deliver to the Ambulance District a new or renewal policy (or a certificate thereof).
- 5.3 LifeCare shall indemnify and hold Ambulance District, Ambulance District's board members, the City of Amherst, Amherst Township, and the Village of South Amherst harmless from and against any and all liability, cost and expense resulting from the emergency and medical services

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provided by LifeCare or its personnel pursuant to this Agreement, including, but not limited to, any negligence of LifeCare or its personnel in providing its services under this Agreement.

ARTICLE VI

TERM

- 6.1 This Agreement shall commence on January 1, 2024, and shall continue for a period of three (3) years terminating on December 31, 2026, with one automatic one-year extension unless sooner terminated in accordance with the terms of this Agreement. During the term of this Agreement, except as assigned through LifeCare's mutual aid agreements with other area EMS services, LifeCare shall be the sole provider of EMS and reasonable patient transportation services in the Ambulance District.

ARTICLE VII

TERMINATION

- 7.1 Either party shall have the right to terminate this Agreement prior to the expiration of the term specified in Article VI if the other party materially defaults in the performance of any of its obligations under this Agreement and such default is not cured within fifteen (15) days after receipt of notice of such default. Notwithstanding the foregoing, if the default is not curable within such fifteen (15) day period after receipt of a notice of default, a party shall not be in default if it commences to remedy the default within fifteen (15) days after receipt of the notice of default and proceeds to remedy such default with due diligence; provided, however, that the period for cure of a default in such a case shall not exceed a total of thirty (30) days from receipt of the applicable notice of default.
- 7.2 Either Party may terminate this Agreement when a petition under Title 11 of the United States Code naming the other Party remains pending longer than ninety (90) days.
- 7.3 Either Party may terminate the Agreement at the end of the three-year term by giving written notice of such intent, at least one year before the end of the term. If neither Party gives timely notice, the automatic one-year extension will take effect and all terms under the Agreement will remain in effect. It is anticipated that the Parties will negotiate a new agreement prior to the end of the three-year term. The intent of this provision is to provide each Party a full year to make the necessary arrangements for termination of the Agreement.

ARTICLE VIII

MISCELLANEOUS

- 8.1 All notices and demands required hereunder shall be in writing and shall be deemed to have been properly given if hand delivered, or sent by certified U.S. Mail, return receipt requested, addressed as follows:

To LifeCare: LifeCare Ambulance, Inc.
640 Cleveland Street
Elyria, Ohio 44035

Copy to: Matthew A. Dooley, Esq.
Dooley Gembala
5455 Detroit Road
Sheffield Village, Ohio 44054

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To Ambulance District: Sandstone Joint Ambulance District
Attn: President
Amherst Fire Department
414 Church Street
Amherst, Ohio 44001

- 8.2 This Agreement constitutes the entire agreement of the Parties relating to the subject matter herof and shall supersede any prior oral or written agreement between the Parties relating thereto.
- 8.3 This Agreement shall not be amended or modified except by agreement in writing executed by both Parties.
- 8.4 This Agreement will inure to the benefit of and constitute a binding obligation upon the Parties hereto and their respective successors and assigns. Neither Party shall assign any rights or delegate any duties hereunder without the prior written consent of the other Party.
- 8.5 If any provision of this Agreement shall be held unenforceable, invalid, or void to any extent for any reason, the Parties agree to use their best efforts to modify such provision so that it is no longer unenforceable, invalid, or void, and the enforceability or validity of the remaining provisions of this Agreement shall not be affected thereby.
- 8.6 This Agreement shall in all respects be interpreted, construed, and governed by and in accordance with the laws of the State of Ohio.

Pursuant to an action of a quorum of the Board of the Sandstone Joint Ambulance District assembled on _____ authorizing execution of this Agreement is hereby taken on behalf of the Ambulance District.

IN WITNESS WHEREOF, the Parties hereto have set their hands as of the date first set forth above.

[SIGNATURE PAGE TO FOLLOW]

Resolution 723-24 Exhibit A

SCHEDULE A

Payment Date	City of Amherst	Amherst Twp.	Vill. of S. Amherst
1/30/2024	\$11,315.50	\$3,187.25	\$732.00
2/29/2024	\$11,315.50	\$3,187.25	\$732.00
3/30/2024	\$11,315.50	\$3,187.25	\$732.00
4/30/2024	\$11,315.50	\$3,187.25	\$732.00
5/30/2024	\$11,315.50	\$3,187.25	\$732.00
6/30/2024	\$11,315.50	\$3,187.25	\$732.00
7/30/2024	\$11,315.50	\$3,187.25	\$732.00
8/30/2024	\$11,315.50	\$3,187.25	\$732.00
9/30/2024	\$11,315.50	\$3,187.25	\$732.00
10/30/2024	\$11,315.50	\$3,187.25	\$732.00
11/30/2024	\$11,315.50	\$3,187.25	\$732.00
12/30/2024	\$11,315.50	\$3,187.25	\$732.00
1/30/2025	\$11,315.50	\$3,187.25	\$732.00
2/28/2025	\$11,315.50	\$3,187.25	\$732.00
3/30/2025	\$11,315.50	\$3,187.25	\$732.00
4/30/2025	\$11,315.50	\$3,187.25	\$732.00
5/30/2025	\$11,315.50	\$3,187.25	\$732.00
6/30/2025	\$11,315.50	\$3,187.25	\$732.00
7/30/2025	\$11,315.50	\$3,187.25	\$732.00
8/30/2025	\$11,315.50	\$3,187.25	\$732.00
9/30/2025	\$11,315.50	\$3,187.25	\$732.00
10/30/2025	\$11,315.50	\$3,187.25	\$732.00
11/30/2025	\$11,315.50	\$3,187.25	\$732.00
12/30/2025	\$11,315.50	\$3,187.25	\$732.00
1/30/2026	\$11,315.50	\$3,187.25	\$732.00
2/28/2026	\$11,315.50	\$3,187.25	\$732.00
3/28/2026	\$11,315.50	\$3,187.25	\$732.00
4/30/2026	\$11,315.50	\$3,187.25	\$732.00
5/30/2026	\$11,315.50	\$3,187.25	\$732.00
6/30/2026	\$11,315.50	\$3,187.25	\$732.00
7/30/2026	\$11,315.50	\$3,187.25	\$732.00
8/30/2026	\$11,315.50	\$3,187.25	\$732.00
9/30/2026	\$11,315.50	\$3,187.25	\$732.00
10/30/2026	\$11,315.50	\$3,187.25	\$732.00
11/30/2026	\$11,315.50	\$3,187.25	\$732.00
12/30/2026	\$11,315.50	\$3,187.25	\$732.00

SANDSTONE JOINT AMBULANCE DISTRICT
CONTRACT FOR AMBULANCE SERVICE

SIGNATURE PAGE

2024-2026

SANDSTONE JOINT AMBULANCE
DISTRICT

By: _____

Its: President of the Board

Date: _____

LIFECARE AMBULANCE, INC.

By: _____

Its: Chief Executive Officer

Date: _____

RESOLUTION NO. 724-24

*Northeast Ohio Public Energy Council (NOPEC)
Energized Community Grant Program 2024 NEC Grant Acceptance*

Lorain County, Ohio

Be It Resolved, by the Council of the Village of South Amherst

WHEREAS, this date, February 12, 2024 council moved to adopt the following Resolution and declaring an emergency:

WHEREAS, the Village of South Amherst authorizes the Mayor all actions necessary to accept Northeast Ohio Public Energy Council (NOPEC) 2024 Energized Community Grant.

WHEREAS, the Village of South Amherst is a member of NOPEC and is eligible for one or more NOPEC Energized Community Grant(s) for 2024 as provided for in the NEC Grant Program Policies (Exhibit A) and

NOW THEREFORE, it is hereby RESOLVED by the Council that:

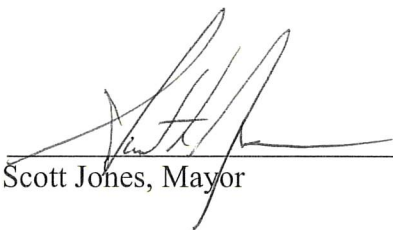
the Village of South Amherst wishes to enter into a Grant Agreement with NOPEC, Inc. in substantially the form (Exhibit B) presented to this Council to receive one or more NEC Grant (s); and

BE IT FURTHER RESOLVED: that it is hereby found and determined that all formal actions of the Village of South Amherst concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Village of South Amherst Council, and that all deliberations of the Village of South Amherst Council and any of its committees that resulted in such formal action, were in a meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.


That this resolution is declared an emergency measure necessary for the immediate effectiveness of this Resolution. Wherefore, this Resolution shall be in full force and effect from and immediately after its passage and approval.

Adopted the 12th day February, 2024.

PASSED: 2/12/2024



Scott Jones, Mayor

ATTEST: 

Fiscal Officer

RESOLUTION NO. 724-24

*Northeast Ohio Public Energy Council (NOPEC)
Energized Community Grant Program 2024 NEC Grant Acceptance*

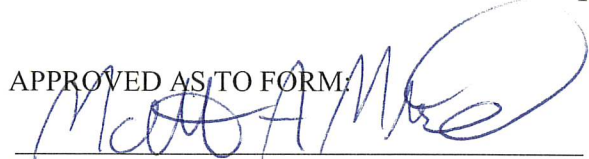
Lorain County, Ohio

I, Michelle Henke, the Fiscal Officer of the Village of South Amherst, certifies that the forgoing Ordinance No. 724-24 is taken and copied from the record of proceedings of the Village Council of the Village of South Amherst, Lorain County, Ohio and that it has been compared by me with the ordinance on the record and is a true and accurate copy. Further, I certify that the adoption of such ordinance occurred in and open meeting held in compliance with O.R.C. 121.22



Fiscal Officer

APPROVED AS TO FORM:



Matthew A. Mishak, Law Director

SA/724-24 2024 NOPEC Grant Acceptance



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

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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

Resolution 724-24 Exhibit A

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.

Resolution 724-24 Exhibit A

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 Village of South Amherst, Lorain 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

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:

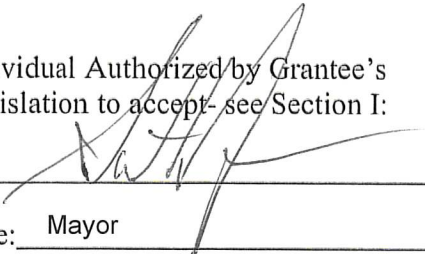
In case of Grantor, to:
Charles W. Keiper, II
President
NOPEC, Inc.
31360 Solon Road
Suite 33
Solon, OH 44139

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

GRANTEE:

Village of South Amherst _____, Ohio

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

By:  _____

Title: Mayor _____

Date: 2/12/2024 _____

GRANTOR:

NOPEC, INC.

By: _____

Title: _____

Date: _____

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

RESOLUTION NO. 726-24

Ferris Mower Unfit for Public Use

Lorain County, Ohio

Be It Resolved, by the Council of the Village of South Amherst

WHEREAS, this date, February 12, 2024, Council moved to adopt the following Resolution and declaring an emergency:

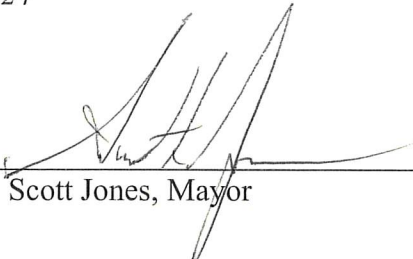
WHEREAS, declaring that certain personal property, to wit: 2008 Ferris Mower, Serial # 2013044764, Model IS-1500Z, hours of use 10,772 unfit for public use.

BE IT FURTHER RESOLVED: that it is hereby found and determined that all formal actions of the Village of South Amherst concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Village of South Amherst Council, and that all deliberations of the Village of South Amherst Council and any of its committees that resulted in such formal action, were in a meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.


That this Resolution is declared an emergency measure necessary for the immediate effectiveness of this Resolution. Wherefore, this Resolution shall be in full force and effect from and immediately after its passage and approval.

Adopted the 12th day of February 2024

PASSED: *2/12/2024*

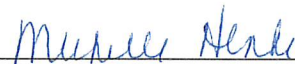


Scott Jones, Mayor

ATTEST: 

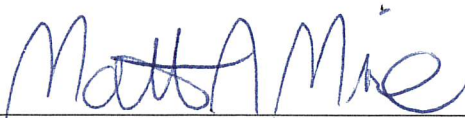
Fiscal Officer

I, Michelle Henke, the Fiscal Officer of the Village of South Amherst, certifies that the forgoing Ordinance No. **726-24** is taken and copied from the record of proceedings of the Village Council of the Village of South Amherst, Lorain County, Ohio and that it has been compared by me with the ordinance on the record and is a true and accurate copy. Further, I certify that the adoption of such ordinance occurred in an open meeting held in compliance with O.R.C. 121.22



Fiscal Officer

APPROVED AS TO FORM:



Matthew A. Mishak, Law Director
SA/726-24 Ferris Mower Unfit for Public Use