

THE CITY OF SOUTH EUCLID
SCHEDULE OF MEETING
JANUARY 10, 2022
8:00 PM

Meeting Conducted Via WebEx Meeting Platform

PUBLIC ACCESS FOR RESIDENTS:

Please go to the City's Homepage at www.cityofsoutheuclid.com
and click the "Join City Council Meeting Link"
at the top of the webpage.

The Password to Join the Meeting is:

nbP9mzmNb36 (62796966 from phones and video systems)

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **REPORT OF MAYOR & DEPARTMENT HEADS**
4. **REPORT OF LAW DIRECTOR**
5. **REPORT OF SCHOOL DISTRICT**
6. **PUBLIC HEARINGS (OPEN MEETING) RELATED TO AGENDA ITEMS**
7. **REPORT OF COUNCIL COMMITTEES**
8. **LEGISLATION REQUESTED BY THE MAYOR & ADMINISTRATION**

1. Resolution 01-22 Setting the dates for the City of South Euclid's Regularly Scheduled Council Meetings in 2022. First Reading.
2. Resolution 02-22 Authorizing the Mayor to convey certain real property of the City of South Euclid, Ohio to One South Euclid. First Reading.
3. Resolution 03-22 Authorizing the Mayor to enter into a contract with the Cuyahoga County Board of Health for Phase II Stormwater Services for Fiscal Years 2022 & 2023; and declaring an emergency. First Reading.
4. Resolution 04-22 Approving the City of South Euclid's notice to the Northeast Ohio Public Energy Council ("NOPEC") to elect NOPEC's Green Community Choice Program for the City's Electricity Aggregation Program starting in January 2023. First Reading.

9. **PUBLIC HEARINGS (OPEN MEETING) RELATED TO OPEN BUSINESS**
10. **COMMUNICATIONS OF CITY COUNCIL**
11. **ADJOURN**

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 01-22
INTRODUCED BY: Gray
REQUESTED BY: Mayor

January 10, 2022

A RESOLUTION

SETTING THE DATES FOR THE CITY OF SOUTH EUCLID'S REGULARLY SCHEDULED COUNCIL MEETINGS IN 2022.

WHEREAS, Section 4 of Article II of the Charter of the City of South Euclid, Ohio directs the Council of the City to prescribe by ordinance the number of regular meetings of Council per month as well as the time and place of such meetings; and

WHEREAS, Section 111.01 of the Codified Ordinances of the City of South Euclid states that regular meetings of Council shall take place on the second and fourth Monday of each month, excluding the month of August, at 8:00 p.m. and may be held and attended by either means of teleconference, video conference, or any other similar electronic technology or in person at a designated location within the City of South Euclid; and

WHEREAS, the Council of the City of South Euclid wishes to reschedule the regularly scheduled City Council meetings if and when a City Council meeting falls on an observed holiday and provide the public with an advance schedule of regularly scheduled City Council meetings, adjusted for observed holidays and other provisions during 2022.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of South Euclid, Ohio:

Section 1: That the dates for the regularly scheduled City Council meetings for the year of 2022, for the City of South Euclid, Ohio, shall be as follows:

January 10, 2022
January 24, 2022
February 14, 2022
February 28, 2022
March 14, 2022
March 28, 2022
April 11, 2022
April 25, 2022
May 9, 2022
May 23, 2022
June 13, 2022
June 27, 2022
July 11, 2022
July 25, 2022
September 12, 2022
Tuesday, September 27, 2022 (Rosh Hashanah)
Tuesday, October 11, 2022 (*Columbus Day/Indigenous People's Day*)
October 24, 2022
November 14, 2022
November 28, 2022
December 12, 2022 (*one meeting in December*).

Section 2: That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees on or after November 25, 1975, that resulted in such formal action 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 deemed to be an emergency measure necessary for the immediate preservation for the public peace, health, and safety and for further reason that a vital function of the municipal government is effected hereby. Wherefore, this Resolution shall take effect and be in force from and after the earliest period allowed by law and upon signature of the Mayor.

Passed this _____ day of _____, 2022.

Ruth I. Gray, President of Council

Approved:

Georgine Welo, Mayor

Attest:

Keith A. Benjamin, Clerk of Council

Approved as to form:

Michael P. Lograsso, Director of Law



Memo

To: Council President Ruth Gray & City Council Members

From: Sally Martin, Housing Director

Re: One South Euclid Property Conveyance

Date: December 21, 2021

I am requesting legislation to convey properties from the City of South Euclid Land Bank to One South Euclid, per the agreement between the two entities. As is typical, upon passage of this legislation, the Mayor is authorized to convey the properties to One South Euclid.

The first set of properties to be conveyed to One South Euclid are vacant lots. The properties will be marketed to existing adjacent homeowners as an opportunity to expand their property. All of these properties were obtained through the tax foreclosure and or were deeded to the City by the Cuyahoga Land Bank and are currently in the City Land Bank. For sites that have never been developed, they were generally purchased by investors sight unseen and then allowed to become tax delinquent and default to the city, once the investors realized the condition of the properties. For lots which were previously developed, the home on the site generally had become a nuisance and had to be demolished with the properties then falling into tax foreclosure and into the City Land Bank. One South Euclid plans to work with adjacent homeowners and developers to have them purchase the properties for side lot expansion or future development opportunities. The properties are described in detail below:

- 702-18-017 0 Homestead Road–vacant land at Homestead and Lucille
- 704-07-017 Vacant land at 1723 Warrensville Center Road
- 704-07-057 Vacant Land at Bexley and Linnell
- 704-09-107 Vacant Land at 4193 Lambert
- 701-05-053 Corner of vacant land on S. Belvoir at the CH border
- 701-27-001 Commercial vacant land at Bluestone and Green near Metroparks land

In addition, there is a property with a home on it at 3890 Grosvenor Road. The property was deeded to the City of South Euclid Land Bank through the tax forfeiture process. Upon passage of this Resolution, the property will be marketed to rehabbers to rehab according to the City's Vacant Building Requirements and One South Euclid standards, unless an arrangement can be made between the rehabber and buyer for the current occupant to remain in the home. Assuming the home is vacant, it will be rehabbed according to the City and One South Euclid's strict standards and then offered for resale to an owner occupant buyer.

Please feel free to contact me with any questions.

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 02-22
INTRODUCED BY: Gray
REQUESTED BY: Mayor

January 10, 2022

A RESOLUTION

AUTHORIZING THE MAYOR TO CONVEY CERTAIN REAL PROPERTY OF THE CITY OF SOUTH EUCLID, OHIO TO ONE SOUTH EUCLID.

WHEREAS, the City of South Euclid is the owner of certain parcels of vacant land and improved property as defined in Exhibit A attached hereto; and

WHEREAS, the subject parcels were deeded to the City of South Euclid through the tax foreclosure process, the tax forfeiture process, or by the Cuyahoga County Land Reutilization Corporation (Cuyahoga Land Bank); and

WHEREAS, the Council of the City of South Euclid has, upon study and consideration, determined that said parcels do not serve and are not needed for any municipal purpose; and

WHEREAS, in accordance with the agreement for professional services, the City's Community Development Corporation, One South Euclid, has the ability to dispose of the subject parcels and return the land to productive use.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of South Euclid, Ohio:

Section 1: That the Council has determined the subject parcels do not serve any municipal purpose.

Section 2: That the Mayor be and she is hereby authorized to convey said parcels of real property (as shown on Exhibit A attached hereto) to the City's Community Development Corporation, One South Euclid, in order to dispose of the properties and return the land to productive use.

Section 3: That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees on or after November 25, 1975, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4: This Resolution shall take effect and be in full force from and after the earliest period allowed by law and upon signature of the Mayor.

Passed this _____ day of _____, 2022.

Ruth I. Gray, President of Council

Attest:

Approved:

Keith A. Benjamin, Clerk of Council

Georgine Welo, Mayor

Approved as to form:

Michael P. Lograsso, Director of Law

EXHIBIT A

Parcels of vacant land to be conveyed to One South Euclid

PP#	Address	Street Name
704-07-017	1723	Warrensville Center Road
704-07-057	0	Lambert & Bexley Roads
704-09-107	4193	Lambert Road
702-18-017	0	Homestead & Lucille Roads
701-05-051	488	South Belvoir Blvd.
701-27-001	0 Bluestone	comm vac land near Metropark

Parcels with improved structures to be conveyed to One South Euclid

PP#	Address	Street Name
704-25-026	3890	Grosvenor Road

CUYAHOGA COUNTY BOARD OF HEALTH

YOUR TRUSTED SOURCE FOR PUBLIC HEALTH INFORMATION

October 5, 2021

City of South Euclid
Attn: Jim Anderson
1349 South Green Road
South Euclid, Ohio 44121

RE: 2022-2023 Phase II Stormwater Services Agreement – City of South Euclid

Dear Mr. Anderson:

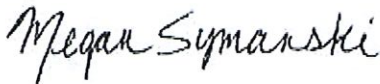
The Cuyahoga County Board of Health (CCBH) continues to maintain a Stormwater Program that incorporates activities for Minimum Control Measure (MCM) #3, Illicit Discharge Detection and Elimination, and MCM #6, Pollution Prevention/Good Housekeeping for Municipal Operations. Our Stormwater program includes dry weather outfall inspections, sampling, and employee training that will continue to assist your community in meeting the Ohio EPA's Phase II Stormwater requirements.

CCBH will continue to offer the annual IDDE and Pollution Prevention/Good Housekeeping program activities to those communities that enter into a Phase II Stormwater Services Agreement with CCBH for 2022-2023. In an effort to align with the services provided to the communities within the Northeast Ohio Regional Sewer District's Regional Stormwater Management Program (RSMP) service area, this MOU will cover the next two years of stormwater services.

After reviewing the fees charged for our Stormwater Program activities, we have identified that a slight increase in the fees associated with this program is necessary to cover an increase in staff time spent in the program. CCBH continues to work hard to provide quality public health programming while attempting to keep costs as low as possible for communities.

Provided with this letter is the Phase II Stormwater Services Agreement for the 2022-2023 services for your community. If you have any questions or concerns about our program please feel free to contact me at (216) 201-2000 ext. 1248 or msymanski@ccbh.net, or Domenica McClintock, Supervisor, at (216) 201-2000 ext. 1223 or dmcclintock@ccbh.net. We look forward to maintaining our successful partnership with your community in this and all of our public health programs.

Sincerely,



Megan Symanski, R.S., M.A.
Program Manager
Environmental Public Health Services



Domenica McClintock, M.P.H., R.S.
Supervisor
Environmental Public Health Services

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 03-22
INTRODUCED BY: Gray
REQUESTED BY: Mayor

January 10, 2022

A RESOLUTION

AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE CUYAHOGA COUNTY BOARD OF HEALTH FOR PHASE II STORMWATER SERVICES FOR FISCAL YEARS 2022 & 2023; AND DECLARING AN EMERGENCY.

WHEREAS, the City of South Euclid has been issued a Municipal Separate Storm Systems ("MS4") Permit by the Ohio Environmental Protection Agency ("OEPA"); and

WHEREAS, the Cuyahoga County Board of Health ("Board") has provided Phase II Stormwater Services to municipalities when located partially or completely outside the Northeast Ohio Regional Sewer District's Original Storm Water Management Program area and the Board has agreed to continue to provide those stormwater services to the City; and

WHEREAS, the City of South Euclid desires to enter into an agreement with the Board to continue to provide Phase II Stormwater Services as soon as possible.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of South Euclid, Ohio:

Section 1: The Mayor is authorized and directed to enter into the Phase II Stormwater Services Agreement with the Board to provide services as specified in the Agreement attached hereto and incorporated herein as Exhibit "A" with the compensation set forth in the Agreement.

Section 2: The Finance Director is authorized to appropriate to a proper account a sum sufficient to cover the costs of the contract authorized in Section 1 of this Ordinance.

Section 3: That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees on or after November 25, 1975, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4: This Resolution shall take effect and be in full force from and after the earliest period allowed by law and upon signature of the Mayor.

Passed this _____ day of _____, 2022.

Ruth I. Gray, President of Council

Attest:

Approved:

Keith A. Benjamin, Clerk of Council

Georgine Welo, Mayor

Approved as to form:

Michael P. Lograsso, Director of Law

PHASE II STORMWATER SERVICES AGREEMENT

This Agreement is entered into on the **1st day of January, 2022** ("Effective Date") by and between the **Cuyahoga County Board of Health** (the "Board"), a separate political subdivision of the State of Ohio organized under the Constitution and Laws of the State of Ohio, and the **City of South Euclid**, a political subdivision of the State of Ohio organized under the Constitution and Laws of the State of Ohio ("Community"), for and in consideration of the promises, covenants, and conditions hereinafter set forth.

WHEREAS: The Cuyahoga County Board of Health is committed to improving the water quality in Cuyahoga County and protecting the health of the residents within its jurisdiction; and

WHEREAS: In response to the implementation of the US EPA's Phase II Stormwater Regulations on March 10, 2003, the Board has developed its Stormwater Management Program to assist municipalities in Cuyahoga County and Northeast Ohio in creating their stormwater management plans and meeting their required stormwater management goals; and

WHEREAS: Each municipality within Northeast Ohio has been issued a Municipal Separate Storm Sewer Systems (MS4) permit by the Ohio EPA which requires each municipality to perform specific functions related to inspecting and monitoring stormwater within the municipality; and

WHEREAS: The Board will continue to provide communities Phase II Stormwater services in support of the community's compliance with the Ohio EPA NPDES General Permit for Municipal Separate Storm Sewer Systems (MS4); and

WHEREAS: The Board will continue to provide Phase II Stormwater services to communities whose service areas are located partially or completely outside of the Northeast Ohio Regional Sewer District's ("District") Regional Stormwater Management Program area in support of Ohio EPA's General Permit for Municipal Separate Storm Sewer Systems for Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination (IDDE) programming and MCM #6: Pollution Prevention/Good Housekeeping for Municipal Operations; and

WHEREAS: Community has the authority to grant consent and authorizes the Board to perform the services outlined herein; and

WHEREAS: Both parties desire to enter this Agreement for the purposes outlined herein.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. EFFECTIVE DATE, TERM AND TERMINATION.

- (a) **Effective Date, Term.** This Agreement shall commence on the Effective Date first stated above and shall continue through **December 31, 2023**, unless earlier terminated pursuant to Section 1(b).

- (b) **Termination.** This Agreement may be terminated upon the occurrence of one of the following events:
- (i) Failure for any reason of the either party to fulfill its obligations under this Agreement, after written notice is provided by the non-breaching party of such failure providing at least ninety (90) days for the breaching party to correct any such failure, and if such failure is not corrected within said period, the non-breaching party may give written notice of immediate termination;
 - (ii) Upon nine (9) months written notice, or on or before April 1 of the year prior to termination by either party for any reason.

2. THE SERVICES.

- (a) **Scope of Services.** Subject to the terms and conditions contained in this Agreement and its exhibits, the Board will provide to the Community and, as applicable, to all persons receiving the direct services provided for herein, the Services that are set forth and described in the Scope of Work (SOW) attached as **Exhibit A**, which Exhibit is incorporated herein.
- (b) Unless otherwise agreed by the Parties in writing, all transactions for Services through Board will be provided in accordance with the provisions of Ohio law and/or this Agreement, including any revisions of the same, as both Parties may from time to time execute to document the addition, revision, or enhancement of Services.

3. CONSENT STATEMENT

Being in the public interest, The Community hereby grants consent and authority to the Board to complete the services and work described herein.

4. COOPERATION STATEMENT

The Community shall cooperate with the Board in the above described project as follows:

- (a) Provide the Board any maps, assistance, and/or direction to aid in obtaining access and/or collecting samples for testing purposes;
- (b) Provide the Board aid in accessing and opening storm sewer manholes where and when needed.

5. PAYMENT.

- (a) **Compensation.** In consideration for the Phase II Stormwater services described in Exhibit A, which will be provided by the Board to and within the Community, the Community shall pay to the Board the total annual sum of five hundred dollars and no cents (\$500.00) for calendar year 2022 and the total annual sum of five hundred dollars and no cents (\$500.00) for calendar year 2023 for a total compensation of \$1,000.00. The Board shall submit an invoice to the Community for the payment due hereunder.

6. RECORDS.

- (a) The Board shall maintain copies of all records created or received by the Board in the performance of the work under this Agreement as required by Ohio's public records law. Any records created or received as a part of this Agreement shall be made available to the Community upon request subject to exceptions listed below.
- (b) Any non-private health information in confidential records or information in the records created by the Board or that come into the possession of the Board under this Agreement shall, if provided to the Community, be kept confidential by the Community.
- (c) The Board is prohibited by State and Federal law from sharing protected health information and said records will not be shared with the Community unless there is compliance with the proper method for release of said information.

7. REPORTS.

The Board shall provide reports as specified in the Scope of Work, Exhibit A.

8. NO ASSIGNMENT, TRANSFER, OR SUBAGREEMENT.

In performing the services specified under the terms of this Agreement, the Board shall not assign, transfer, or delegate any of the work or services, nor subcontract the work out to any other entity, nor shall any subcontractor commence performance of any part of the work or services included in this Agreement, unless such subcontracting is specified in this Agreement or its Exhibits, or unless prior written consent is provided by the Community.

9. INDEPENDENT CONTRACTOR.

- (a) The Board hereby acknowledges that it is an independent contractor and neither it nor its employees or agents are employees of the Community. The Board shall be responsible for the payment or withholding of any federal, state or local taxes, including, but not limited to, income, unemployment, and workers' compensation for its employees, and the Community will not provide, or contribute to any plan which provides for benefits, including but not limited to unemployment insurance, workers' compensation, retirement benefits, liability insurance or health insurance. All individuals employed by the Board provide personal services to the Community are not public employees of the Community under Ohio state law.
- (b) No agency, employment, joint venture or partnership has been or will be created between the parties pursuant to the terms and conditions of this Agreement. Inasmuch as the Community is interested in the Board's end product, the Community does not control the manner in which the Board performs this Agreement.

10. NOTICES.

All notices, invoices and correspondence which may be necessary or proper for either party shall be addressed as follows:

TO THE BOARD:

Cuyahoga County District Board of Health
Attention: Terry Allan, Health Commissioner
5550 Venture Drive
Parma Ohio 44130

TO THE COMMUNITY:

Community of South Euclid
Attention: Mayor Georgine Welo
1349 South Green Road
South Euclid, Ohio 44121

And

Community of South Euclid
Attention: Director of Law
1349 South Green Road
South Euclid, Ohio 44121

11. EFFECT OF ELECTRONIC SIGNATURE

By entering into this Agreement, the parties agree that this transaction may be conducted by electronic means, including, without limitation, that all documents requiring signatures by the parties may be executed by electronic means, and that the electronic signatures affixed by the authorized representatives of the parties shall have the same legal effect as if the signatures were manually affixed to a paper version of the documents. The parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

12. APPLICABLE LAW AND VENUE

Any and all matters of dispute between the Parties to this Agreement whether arising from the Agreement itself or arising from alleged extra contractual facts prior to, during, or subsequent to the Agreement, including without limitation, fraud, misrepresentation, negligence, or any other alleged tort or violation of the Agreement, will be governed by, construed, and enforced in accordance with the Laws of the State of Ohio, without regard to the conflict of laws or the legal theory upon which such matter is asserted.

13. SEVERABILITY.

If any provision hereof shall be determined to be invalid or unenforceable, such determination shall not affect the validity of the other provisions of this Agreement. Moreover, any provisions that should survive the expiration or termination will survive the expiration or termination of this Agreement.

14. AMENDMENT

This Agreement shall not be modified except by the express written consent by both parties hereto.

15. WAIVER.

Waiver by either party or the failure by either party to claim a breach of any provision of this Agreement shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach of any provision hereof.

16. FORCE MAJEURE.

Neither party shall be liable for any delay or failure to perform any duty or obligation it may have pursuant to this Agreement where such delay or failure has been occasioned by any act of God, fire, strike, inevitable accident, war or any cause outside the party's reasonable control.

17. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

18. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, representations or understandings, whether written or oral, as to the same.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative to be effective as of the Effective Date as specified in Section 1 of this Agreement.

FOR THE BOARD:

Approved as to form.
Cuyahoga County Board of Health
Office of General Counsel

Terry Allan
Health Commissioner

By: _____

Date: _____

Date: _____

FOR THE COMMUNITY:

Approved as to form.

Mayor

By: _____
Director of Law

Date: _____

Date: _____

EXHIBIT A

SCOPE OF WORK

1. PROJECT DESCRIPTION

The Board and the Community have identified the need for the following described project:

- The implementation of Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination (IDDE) programming;

2. BOARD SERVICES

1. The Board will need to verify the Community's previously identified Municipal Separate Stormwater System outfall locations and update any outfall information that has changed, during the 2022 and 2023 report periods.
2. The Board will monitor the Community's designated Municipal Separate Stormwater System outfall locations during a dry weather period (a minimum of 72 hours with no rain event) and sample all of the flowing outfall locations that are outside of the Northeast Ohio Regional Sewer District's Regional Stormwater Management Program area during the 2022 and 2023 report periods. The samples collected will be analyzed for the presence of E. coli bacteria.
3. The Board will provide the Community an annual summary of the work performed as it relates to Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination, which can then be included in the Community's Phase II Stormwater Annual Report to the Ohio EPA.
4. The Board may request the Community to provide assistance in gaining access to and opening storm sewer manholes where and when deemed necessary for the purpose of sample collections.

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 04-22
INTRODUCED BY: Gray
REQUESTED BY: Mayor

January 10, 2022

A RESOLUTION

APPROVING THE CITY OF SOUTH EUCLID'S NOTICE TO THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL ("NOPEC") TO ELECT NOPEC'S GREEN COMMUNITY CHOICE PROGRAM FOR THE CITY'S ELECTRICITY AGGREGATION PROGRAM STARTING JANUARY 2023.

WHEREAS, the City of South Euclid, Ohio ("City") is a member of the Northeast Ohio Public Energy Council ("NOPEC") and participates in NOPEC's electricity aggregation program ("Aggregation Program"); and

WHEREAS, the City has adopted or may be considering adopting a sustainability plan, a part of which includes or may include increasing the renewable content of the electricity consumed in the City; and

WHEREAS, NOPEC has developed a new green program offering for its member communities with a 100% renewable energy content standard default electricity aggregation product, that includes Renewable Energy Credits ("RECs") for 100% of the customer's energy usage, to any current or new NOPEC member community that selects this program for the upcoming three (3) year NOPEC electric aggregation term (from the January 2023 until January 2026 utility meter reads) ("Green Community Choice Program"); and

WHEREAS, the Green Community Choice Program will include the additional cost of 100% RECs for 100% of the City's eligible customers' energy usage; and

WHEREAS, the additional cost for the REC content included in the Green Community Choice Program price will be no higher than .425 cents/kWh or about \$3.55/month for the average residential household over the term of program; and

WHEREAS, the City's eligible customers will have the option to opt-in to the standard NOPEC default product not containing additional RECs at the lower Standard Program price or choose another NOPEC product offering; and

WHEREAS, the NOPEC Green Community Choice Program offering requires that a member community notify NOPEC in writing of its election to choose the Green Community Choice Program (100% REC standard default electricity aggregation product) for the upcoming three (3) year NOPEC Aggregation Program term with legislation adopted by the legislative authority of the community making the election.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of South Euclid, Ohio:

Section 1: This Council hereby approves the City's election to participate in NOPEC's Green Community Choice Program for the upcoming three (3) year NOPEC Aggregation Program term (from the January 2023 through January 2026 utility meter reads). This Council hereby authorizes and ratifies all actions of the Mayor in connection with execution of the City's election to notify NOPEC to participate in NOPEC's Green Community Choice Program.

Section 2. This Council hereby acknowledges that the City's election to participate in NOPEC's Green Community Choice Program for the upcoming three (3) year NOPEC Aggregation Program term (from the January 2023 until the January 2026 utility meter read(s) is binding and irrevocable for such three (3) year Aggregation Program term.

Section 2: That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees on or after November 25, 1975, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3: This Resolution shall take effect and be in full force from and after the earliest period allowed by law and upon signature of the Mayor.

Passed this _____ day of _____, 2022.

Ruth I. Gray, President of Council

Attest:

Approved:

Keith A. Benjamin, Clerk of Council

Georgine Welo, Mayor

Approved as to form:

Michael P. Lograsso, Director of Law



NEW NOPEC GREEN COMMUNITY CHOICE DEFAULT PROGRAM SUMMARY

NOPEC's new Green Community Choice Program:

1. Is available to any current or new NOPEC member community that chooses to elect this option by December 31, 2021, for the upcoming 3-year NOPEC electric aggregation program term.
2. Starts with the 3-year NOPEC electric aggregation program term in January 2023 until January 2026 (meter reads).
3. Consists of an electric supply with EarthEra® RECs for 100% of customer's energy usage as the NOPEC standard default electric aggregation program product for communities that elect the new product.
4. Assists NOPEC communities in achieving their individual community sustainability plan goals. NextEra annually will retire and report RECs equivalent to 100% of the community's aggregation load for customers enrolled in NOPEC products that include 100% REC content.
5. Will include an "adder" on top of the NOPEC standard aggregation program product to cover the increasing costs of the 100% REC content for this load. We have seen REC market prices increase exponentially over the past few years largely because of increased demand from governmental and commercial customers. However, the bulk buying strength of the NOPEC aggregation, combined with our relationship with NextEra, will allow NOPEC to lock in a favorable market price to mitigate the anticipated REC price increases. **The incremental cost for the RECs will be no higher than .425 cents/kWh or about \$3.70/month for the average residential household over the term of program.**
6. Given the projected future demand and price volatility of the REC market, combined with Ohio's current renewable energy development policies, RECs for the total load of the participating communities for this term will be hedged and priced in 3 year cycles coinciding with the NOPEC Aggregation program term.
7. In all communities that elect the new Green Community Choice Program, customers also will have the option to opt into the NOPEC standard program product or any other of NOPEC's variable or fixed term electricity offers for those that may choose to continue in the standard program or select another NOPEC electricity offer.
8. Requires any NOPEC community that selects the new Green Community Choice Program to notify NOPEC in writing by December 31, 2021, together with a duly adopted Resolution of the legislative authority of the community making the election, acknowledging that the City's election is a binding and irrevocable commitment for the upcoming three (3) year NOPEC Aggregation Program term. This advance notice is necessary for NOPEC to plan for the procurement of the necessary RECs in advance of the January 2023 opt out term start date.
9. Continues to operate under all other provisions of the NOPEC governance documents and the NOPEC electric aggregation program rules.

For your community to participate in the NOPEC Green Community Choice Program, you will need to:

- Notify NOPEC of your community's election of this program in writing by December 31, 2021.
- Pass a duly adopted Resolution of the legislative authority of your community making the election by December 31, 2021. A copy of the form of Resolution is attached.
- Continue to operate under all other provisions of the NOPEC governance documents and the NOPEC electric aggregation program rules.

THE DEADLINE FOR NOTIFYING NOPEC OF YOUR COMMUNITY'S ELECTION IS DECEMBER 31, 2021.

Questions? Please call The NOPEC Green Community Choice Program Answerline at 440-249-7632.

More About EarthEra® & NOPEC

Additional renewable energy content in NOPEC's electric program are EarthEra® RECs, which are national voluntary RECs created by North American wind or solar projects. The EarthEra® program was established by an affiliate of NOPEC's electric supplier, [NextEra Energy Resources](#), to provide an innovative way for businesses and consumers to support the development of renewable energy resources with confidence that the proceeds from the purchase of EarthEra® RECs are going to the development and construction of new wind and solar energy projects in North America.

The proceeds from the purchase of EarthEra® RECs are deposited in the EarthEra® Renewable Energy Trust, a fund overseen by an independent third-party trustee, which invests 100% of the proceeds it receives in the development and construction of new renewable energy projects in North America. Proceeds from the sale of EarthEra® RECs are already being directed to renewable energy projects under development in the Northeast, and may be directed to similar projects in Ohio in the future.

(1) EIA published data from forms EIA-861- schedules 4A-D, EIA-861S and EIA-861U.
2019 Average Residential Ohio monthly consumption 874 kWh (or 0.87 MWh)
https://www.eia.gov/electricity/sales_revenue_price/pdf/table5_a.pdf



Green Community Choice Program

Frequently Asked Questions

What is Green Community Choice through NOPEC?

Green Community Choice is an optional program in which NOPEC member communities can choose to participate. Through this program, communities elect a default electricity product for their community's residents and small businesses that provides electricity backed by 100% Renewable Energy Credits (RECs).

If a community joins the Green Community Choice Program, do residents and small businesses have to enroll into the 100% renewable electric program?

No. All eligible residents and small businesses will automatically be enrolled into the 100% Renewable Standard Program Price option. However, all residents and small businesses can choose to participate in any of NOPEC's other electric program options including our Standard Program Price, Monthly Variable Rate, and 12- and 24-month Fixed Term options.

Does NOPEC currently offer 100% renewable electric options for its customers?

Yes. NOPEC offers residents and small businesses in member communities many options to support renewable energy whether or not their community joins the Green Community Choice Program. The Standard Program Price and Monthly Variable Rate products currently include EarthEra® RECs equal to 200% of the quantity of RECs required by the Ohio Renewable Portfolio Standard. Customers can also choose a Standard Program Price + 100% renewable content or 12- and 24-month Fixed Term 100% renewable content products. Rates for these options can be viewed at nopec.org/pricingrates.

How much will the Green Community Choice Program cost customers?

REC market prices have increased exponentially over the past few years because of increased demand. The Green Community Choice Program will include an "adder" on top of the NOPEC standard aggregation program product to cover the increasing costs of the 100% REC content. However, the bulk buying strength of the NOPEC aggregation, combined with our relationship with NextEra, will allow us to lock in favorable market prices for 3 years to help mitigate the anticipated REC price increases. The additional cost for the RECs will be no higher than .425 cents/kWh or about \$3.70/month for the average residential household over the term of the program.

Why is NOPEC offering the Green Community Choice Program option?

The Green Community Choice Program was developed through collaboration with a Sustainability Task Force made up of community leaders from NOPEC member communities. Green Community Choice was created to provide member communities with another option that would help them achieve their community-wide sustainability goals while also allowing individual residents and small businesses the flexibility to choose the program that best meets their needs.

How will NOPEC source this renewable content product?

The Green Community Choice Program provides communities with electric supply with EarthEra® Renewable Energy Credits (RECs) for the full amount of electricity used by enrolled residents and small businesses. NOPEC relies on our supply chain partner, NextEra Energy Services Ohio, LLC., to source 100% REC content and confirm competitive wholesale REC prices in the marketplace.

What are EarthEra® RECs?

EarthEra® RECs are national voluntary RECs created by North American wind or solar projects. One REC represents the environmental attributes associated with 1 megawatt-hour (MWh), or 1,000 kilowatt-hours (kWh), of electricity generated by a renewable energy resource. The EarthEra® program was established by an affiliate of NOPEC's electric supplier, [NextEra Energy Resources](http://NextEraEnergyResources.com), to provide an innovative way for businesses and consumers to support the development of renewable energy resources with confidence that the proceeds from the purchase of EarthEra® RECs are going to the development and construction of new wind and solar energy projects in North America. Proceeds from the sale of EarthEra® RECs are already being directed to renewable energy projects under development in the Northeast and may be directed to similar projects in Ohio in the future.

In addition, a portion of the proceeds from the purchase of energy by NOPEC customers is deposited in the EarthEra® Renewable Energy Trust, a fund overseen by an independent third-party trustee, which invests 100% of the proceeds it receives in the development and construction of new renewable energy projects in North America. Since 2017, NextEra has contributed over \$55.4 million from NOPEC's aggregation programs into the EarthEra Trust.

Why were communities given a deadline to participate?

NOPEC member communities wanting to enroll in the Green Community Choice Program must notify NOPEC of their interest in writing and pass a resolution committing to their election for the upcoming three-year NOPEC aggregation program term by December 31, 2021. This advanced notice is necessary for NOPEC to procure the required RECs before the January 2023 opt-out term start date as well as to allow time for compliance with PUCO requirements. Communities were informed of the end-of-year deadline in July.

Are there other ways my community can support green energy?

NOPEC is committed to supporting the sustainability agendas of its member communities, regardless of whether they participate in the Green Community Choice Program. NOPEC communities have the option of enrolling in NOPEC's Preferred Pricing Program for wholesale pricing on their electric municipal and street lighting accounts including 100% renewable energy credits. Contact your NOPEC Relationship Manager to enroll.

For more information on NOPEC's collective organizational efforts to support sustainability and renewable energy development, visit nopec.org/sustainability.