

The Village of Northfield

REGULAR COUNCIL MEETING AGENDA November 28, 2018 7:30pm

Pledge of Allegiance

Call to Order; Roll Call; Approval of Minutes

Presentation of Petitions, Memorials and Remonstrances

Reports of Municipal Officers:

Jesse J. Nehez, Mayor
Tricia Ingrassia, Finance Director
Richard Wasosky, Engineer
Brad Bryan, Law Director

Department Heads:

John Zolgus, Police Chief
Jason Buss, Fire Chief
Jason Walters, Service/Building Superintendent

Reports of Municipal Boards and Commissions:

Alan Hipps, Planning Commission
Mayor Nehez, Recreation Board

Reports of Standing Committees:

Nicholas Magistrelli, Finance
Jennifer Domzalski, Roads and Public Works
Keith Czerr, Health and Welfare
Gary Vojtush, Wages and Working Conditions
Renell Noack, Fire and Safety
Alan Hipps, Buildings and Grounds

Legislation:

2018-73 – An Emergency Resolution Confirming the Mayor/Director of Public Safety's Appointment of Courtney Pratt as a Full-Time Police Officer (First Reading)

2018-74– An Emergency Resolution Authorizing the Mayor to Enter into an Agreement with Bank Capital Services LLC for Financing the Purchase of a 2019 STS Medix Ford 250MR Transit Ambulance (First Reading)

2018-75 – An Emergency Resolution Authorizing the Mayor to Accept A Northeast Ohio Public Energy Council Energized Community Grant and Execute a Grant Agreement Related Thereto (First Reading)

2018-76 – An Emergency Ordinance Amending Section 246.04 of the Codified Ordinances Relating to the Qualifications for Original Appointment to the Fire Department (First Reading)

2018-77 – An Emergency Resolution Setting Forth the Rates of Pay for Full Time Members of the Fire Department for 2019 (First Reading)

2018-78 – An Emergency Resolution Setting Forth the Rates of Pay for Part Time Members of the Fire Department for 2019 (First Reading)

2018-79 – An Emergency Resolution Pertaining to the Rate of Pay for Certain Employees (First Reading)

2018-80 – An Emergency Resolution Supporting Ohio House Bill 602 (First Reading)

2018-81 – An Emergency Ordinance Amending Section 246.08(f) of the Codified Ordinances Relating to the Qualifications for Original Appointment to the Fire Department (First Reading)

2018-82 – An Emergency Resolution Authorizing Certain Amendments to the 2018 Appropriation Resolution and/or Transferring Items Already Appropriated in that Resolution (First Reading)

Old Business; New Business; Announcements; Adjournment

VILLAGE OF NORTHFIELD RESOLUTION NO. 2018-73

**AN EMERGENCY RESOLUTION
CONFIRMING THE MAYOR/DIRECTOR OF PUBLIC SAFETY'S APPOINTMENT OF
COURTNEY PRATT AS A FULL-TIME POLICE OFFICER**

WHEREAS, the Village's Police Department is in need of an additional full-time police officer; and

WHEREAS, Courtney Pratt is presently working as a part-time police officer for the Village and is interested and qualified for full-time appointment with the Village Police Department.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the Mayor/Director of Public Safety's appointment of Courtney Pratt as a Full-Time Patrol Officer is hereby confirmed, effective December 2, 2018.

SECTION 2. That said appointment shall involve a one year probationary period pursuant to the terms of Section 11.04 of the Village Charter.

SECTION 3. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its legal committees and were in compliance with all legal requirements.

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health and welfare of the residents of the Village of Northfield for the reason that it will assist with the proper protection of the Village's residents, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2018.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2018.

Tricia Ingrassia, Clerk of Council

VILLAGE OF NORTHFIELD RESOLUTION NO. 2018-74
AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH BANK CAPITAL SERVICES LLC FOR FINANCING FOR
THE PURCHASE OF A 2019 STS MEDIX FORD 250MR TRANSIT AMBULANCE

WHEREAS, Council has authorized the purchase of a 2019 STS Medix Ford 250MR Transit Ambulance offered for sale by Penn Care, Inc. at the Ohio State Term Sheet price; and

WHEREAS, the Finance and Fire Departments recommend financing the purchase; and

WHEREAS, the Finance Director has investigated financing options and has determined that Bank Capital Services LLC provides the best financing terms in connection with this purchase.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, State of Ohio:

SECTION 1. That Council hereby and herein authorizes the Mayor enter into an agreement with Bank Capital Services LLC dba F.N.B. Equipment Finance (a subsidiary of First National Bank of PA) to finance the purchase a 2019 STS Medix Ford 250MR Transit Ambulance based upon the terms set forth in the attached financing proposal.

SECTION 2. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its legal committees and/or were in compliance with all legal requirements.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that it will assist with the protection of the Village's residents and visitors, and this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2018.

Nicholas Magistrelli, Pres. Pro-Tem of Council

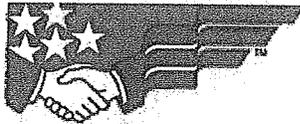
Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2018.

Tricia Ingrassia, Clerk of Council



FNB Commercial Leasing

55 Public Square, Suite 1460
Cleveland, OH 44113
Office: 216-331-1909
Cell: 216-870-2908
Fax: 216-205-4084
GardnerMic@fnb-corp.com

November 19, 2018

Tricia Ingrassia
Northfield Village Finance Department
10455 Northfield Rd
Northfield, OH 44067
(330)468-4367

Dear Tricia:

On behalf of Bank Capital Services LLC D/B/A F.N.B. Equipment Finance, I am pleased to submit the following proposal to finance your 2018 Ford E350 Braun Express Ambulance, subject to the terms and conditions outlined herein:

LESSOR: Bank Capital Services LLC D/B/A F.N.B. Equipment Finance, a subsidiary of First National Bank of PA

LESSEE: Northfield Village

EQUIPMENT: 2018 Ford E350 Braun Express Ambulance

EQUIPMENT LOCATION: Northfield Village, Ohio

LEASE AMOUNT: \$73,787.00

BANK QUALIFICATION: This proposal assumes that the Lessee will not be issuing more than \$10 million in tax-exempt debt this calendar year. Furthermore, it is assumed that the Lessee will designate this issue as a qualified tax-exempt obligation per the tax act of 1986.

ASSUMED LEASE COMMENCEMENT: Not later than December 31, 2018

LEASE TERM: Six (6) years, annually in arrears

RENTAL PAYMENT: Due annually in arrears; Rental Payment to equal to six (6) at 19.43666% of Lease Amount (\$14,341.73 based on an Lease Amount of \$73,787.00)

RENTAL ADJUSTMENT: The Lease Factor and Rental Payment quoted herein will adjust from the proposal date until the Commencement Date based on the yield of the Lessor's matched maturity internal cost of funds. At that date, the Lease Factor and Rental Payment will be set and shall be fixed for the Lease Term.

END OF TERM OPTIONS: At the end of the Lease Term, the Lessee, at its option, may purchase the Equipment for \$1.00.

PAYMENT METHOD: Direct deductions of annual Rental Payments from the Lessee's First National Bank deposit account or by annual ACH. Each Rental Payment shall be due and payable on either the first or fifteenth day of each payment period (the "Payment Date")

FEES AND EXPENSES: Lessor contemplates using standardized documentation and intends to use in-house legal counsel. Lessee will remit a per schedule non-refundable documentation fee of \$500.00 to cover the administrative expenses of processing this transaction in addition to any titling or UCC filing fees. If this transaction necessitates that the Lessor use outside legal counsel, obtain appraisals, or incur any other extraordinary expenses, such costs shall be borne by Lessee.

DOCUMENTATION: All documentation and all terms and conditions not covered in this proposal must be satisfactory to Lessor.

LEGAL TITLE: Legal title to the equipment during the lease term shall vest in the Lessee, with F.N.B. Equipment Finance perfecting a first security interest.

AUTHORIZED SIGNORS: The Lessee's governing board shall provide Lessor with its resolutions or ordinance authorizing this agreement and shall designate the individuals(s) to execute all necessary documentation used herein.

LEGAL OPINION: The Lessee's counsel shall furnish Lessor with an opinion covering this transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to Lessor.

NON APPROPRIATIONS & ESSENTIAL USE: The lease documentation shall contain standard municipal lease language including Non-Appropriations and Essential Use provisions.

FINANCIAL STATEMENTS: Lessee will furnish year-end and interim financial statements, and other statements as required by Lessor, throughout the Lease Term.

NET LEASE: The Lessor is neither a manufacturer of nor a dealer in the Equipment, which is selected by the Lessee. Maintenance, licenses, or use taxes, insurance, and all costs of operation will be Lessee's responsibility. The lease will be a Net Lease, evidencing the unconditional obligation of Lessee to pay all Rental Payments without setoff or reduction or delay whatsoever. The Lease will contain provisions not outlined in the proposal.

MATERIAL CHANGE: The proposal is based on a preliminary equipment description sent by Lessee to Lessor. In the event that the

actual equipment differs in any material respect from the preliminary list, or in the event that there is a material adverse change in the Lessee's financial condition prior to funding, Lessor shall have the right to terminate hereunder without thereby incurring any liability to Lessee.

PROPOSAL EXPIRATION:

If not accepted in written form by Lessee, this proposal will expire on November 30, 2018.

Thank you for allowing me this opportunity. Please feel free to contact me with any questions regarding this Proposal.

Very truly yours,



Michael Gardner
Vice President

THE ABOVE TERMS AND CONDITIONS ARE HEREBY AGREED TO AND ACCEPTED THIS

_____ DAY OF _____, 2018.

Northfield Village

By: _____

**VILLAGE OF NORTHFIELD RESOLUTION NO. 2018-75
AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A
NORTHEAST OHIO PUBLIC ENERGY COUNCIL ENERGIZED COMMUNITY GRANT
AND EXECUTE A GRANT AGREEMENT RELATED THERETO**

WHEREAS, the Village is a member of the Northeast Ohio Public Energy Council ("NOPEC") and is eligible for a NOPEC Energized Community Grant for 2018 ("NEC Grant") as provided for in the NEC Grant Program Guidelines; and

WHEREAS, the Village desires to enter into a Grant Agreement with NOPEC in order to receive the NEC Grant for 2018 and authorize the Mayor to execute the Grant Agreement with NOPEC in a form substantially similar to the one attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That Council finds and determines that it is in the best interests of the Village to accept a 2018 NEC Grant in the amount of \$12,262 and authorizes the Mayor to execute a Grant Agreement with NOPEC in a form substantially similar to the one attached hereto.

SECTION 2. That all formal actions of this Council and any actions of its committees that resulted in those formal actions concerning and relating to the passage of this Resolution were taken in meetings open to the public and/or in compliance with law.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that the Village is required to adopt this legislation and provide it to NOPEC prior to December 1, 2018 in order to receive the grant, and this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2018.

Nicholas Magistrelli, President Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2018.

Tricia Ingrassia, Clerk of Council



NOPEC ENERGIZED COMMUNITY

GRANT AGREEMENT

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

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

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

2. **Use of Funds.** Grantee shall use the Funds granted by NOPEC for the Project(s) approved by NOPEC. 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. Funds not used in the year they are granted to Grantee may be escrowed and carried forward for up to two (2) years from NOPEC grant approval. If Grantee does not expend the Funds for the Project(s) approved by NOPEC within three (3) years of NOPEC's approval, Grantee shall forfeit any unused Funds.

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

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2018, and shall expire on December 31, 2018, and shall be automatically renewed annually unless NOPEC discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the Project(s). NOPEC reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify NOPEC 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 NOPEC all of its records with respect to matters covered by this

Agreement, and for NOPEC 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 NOPEC and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as NOPEC shall require.

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

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

9. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to NOPEC, 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 NOPEC 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, NOPEC, 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 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 NOPEC. Upon surrender of such material, Grantee shall receive Funds only as to a Project that had been approved for a NEC Grant by NOPEC prior to such termination.

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

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

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

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

14. **Miscellaneous.**

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

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

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

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

In case of NOPEC, to:

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

In case of Grantee, to:

Fiscal Officer (or other position)

_____, Ohio _____

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

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

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

(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. Grantee further represents and warrants to NOPEC that it has received all necessary approvals from Grantee's legislative authority for Grantee to accept the NEC Grant and enter into this Agreement.

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

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer] to take all actions with respect to the NEC Grant and this Agreement as may be required and NOPEC 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 NOPEC to use information about Grantee's grant(s) and project(s) in any marketing they may conduct, and agrees to cooperate with NOPEC 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:

NOPEC, INC.:

_____, Ohio

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

[Signature page to NOPEC Energized Community Grant Agreement.]

SCHEDULE
PROJECT(S)



NOPEC Energized Community Grant Program Policies

NOPEC, Inc. and NextEra Energy have established the NOPEC Energized Community Grant Program, which will provide grants to existing NOPEC member electric and gas communities. This new program will begin on January 1, 2018, with the primary goal of providing funds to help communities implement energy savings or energy infrastructure measures.

Cash 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. NOPEC convened a grant committee that reviewed these criteria prior to board approval. The Special Projects Manager (SPM) will have oversight and day-to-day management responsibility for the program.

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

Member counties and regional council of governments 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 and regional council of governments' members will receive \$1.50 for gas and \$2 for electric, per enrolled account per year, in communities enrolled for both programs, and \$.50 for gas or \$1.00 for electric, in communities enrolled for a single aggregation program.

Member communities and counties will be notified by letter in December of the grant amount available for its use. Each community must enter into a grant agreement with NOPEC, Inc., as a requirement before submitting a project application. Prior to executing the grant agreement, the community must pass legislation accepting the grant and identifying the position (with person currently holding that position) authorized to

sign program documents on behalf of the community. All grant documents, including the application form, will be completed and submitted online.

Processing: Communities must complete the application process to qualify a project for grant funds. New applications will be reviewed monthly. New applications include any received by the first of the month. Appropriate supporting documents (e.g., project quotes) should be attached. All applications must be submitted electronically.

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

Eligible projects include those that reduce electric and/or gas consumption through facility improvements. Examples include interior and exterior lighting, windows and doors, insulation, HVAC, geothermal and solar. Street lighting is also eligible. Grants may also be used to cover set-up costs for establishing an Energy Special Improvement District. Other eligible project examples include natural gas filling stations or electric vehicle or other charging stations.

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

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

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

Once the application is reviewed and approved, the community will receive written confirmation. NOPEC will attach each approved project as an exhibit to the Grant Agreement.

Project Completion and Funds Disbursement: Communities are responsible for contracting all work to be completed, in accordance with local requirements, with qualified professionals. Monthly disbursements will be made for approved projects until the funds have been depleted, with a minimum disbursement amount of \$5,000 for interim disbursements. For projects of \$5,000 or less, the grant will be disbursed upon

project completion. All disbursements will be made by Automatic Clearing House (ACH) process to an account designated by the community.

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 must provide the completed Disbursement Request Form with appropriate supporting documents (invoices, AIA forms) to request a grant disbursement. The SPM will review all disbursement requests and submit them for processing after they are approved by the Executive Director or another authorized person.

Any grant dollars not applied for or escrowed by the community by December 1 of the current grant year will be returned to the grant pool. The initial grant term will be for calendar year 2018. Communities may apply for a future project to ensure an award and escrow of funds. 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. 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.

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

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

VILLAGE OF NORTHFIELD ORDINANCE NO. 2018-76

AN EMERGENCY ORDINANCE AMENDING SECTION 246.04 OF THE CODIFIED ORDINANCES RELATING TO THE QUALIFICATIONS FOR ORIGINAL APPOINTMENT TO THE FIRE DEPARTMENT

WHEREAS, the Fire Chief, Mayor, and Council desire to amend Section 246.04 of the Administrative Code to modify the qualification requirements for original appointment to the Fire Department.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That Council hereby amends Section 246.04 of the Administrative Code as is indicated in the attachment hereto that is incorporated herein.

SECTION 2. That the rest and remainder of the Codified Ordinances of the Village of Northfield shall remain as presently drafted unless inconsistent herewith.

SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were rendered in an open meeting of this Council and/or were in compliance with all legal requirements.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that it will assist with the protection of the Village's residents and visitors and the hiring of quality employees within the Village's Fire Department, and that this Ordinance shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2018.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Ordinance was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2018.

Tricia Ingrassia, Clerk of Council

246.04 QUALIFICATIONS.

To be eligible to receive an original appointment to the Fire Department as a firefighter, the person applying shall be required to have the following qualifications:

- (a) Have the requisite mental and physical capacity to meet the job requirements;
- (b) Be certified as a Level II Firefighter and EMT Basic or certified as a paramedic within six months of his or her hire date;
- (c) Be a high school graduate; ~~and~~
- (d) Be at least eighteen years of age;
- (e) Submit evidence showing successful completion within the past twelve months of the Cuyahoga Community College or Stark State Firefighters Agility Test; and
- (f) Have a valid driver's license and submit an unofficial driver's abstract (which can be obtained from the BMV online for free) with the application.

**VILLAGE OF NORTHFIELD RESOLUTION NO. 2018-77
AN EMERGENCY RESOLUTION SETTING FORTH THE RATES OF PAY FOR FULL
TIME MEMBERS OF THE FIRE DEPARTMENT FOR 2019**

WHEREAS, the Mayor and Council desire to establish the rates of pay for full-time members of the Fire Department for the 2019 calendar year.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That full-time members of the Fire Department shall be paid at the rates set forth below for the 2019 calendar year.

Probationary Period	\$16.31 <u>16.72</u> /hr.
After 1 Year of Full-time Service	\$17.13 <u>17.56</u> /hr.
After Two Years of Full-time Service	\$17.95 <u>18.40</u> /hr.
After Three Years of Full-time Service	\$18.76 <u>19.23</u> /hr.
After Four Years of Full-time Service	\$19.58 <u>20.07</u> /hr.
Full-Time Lieutenant	\$21.04 <u>21.57</u> /hr.
Full-Time Captain	\$22.62 <u>23.19</u> /hr.

SECTION 2. That all formal actions of this Council and any actions of its committees that resulted in those formal actions relating to the adoption of this Resolution were taken in meetings open to the public and/or in compliance with law.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village, for the reason that it will assist with the operation of a municipal department and the proper protection of the Village's residents, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2018.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2018.

Tricia Ingrassia, Clerk of Council

VILLAGE OF NORTHFIELD RESOLUTION NO. 2018-78
AN EMERGENCY RESOLUTION SETTING FORTH THE RATES OF PAY FOR
PART-TIME MEMBERS OF THE FIRE DEPARTMENT FOR 2019

WHEREAS, the Mayor and Council's desire to establish the rates of pay for part-time members of the Fire Department for the 2019 calendar year.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That, effective January 1, 2019, part-time members of the Fire Department shall be paid at the rates set forth below.

Fire Chief	\$28,562 per annum	<u>\$29,276 per annum</u>
Captain/Paramedic	\$16.45/hr.	<u>\$17.35/hr.</u>
Captain/EMT	\$16.14/hr.	<u>\$16.54/hr.</u>
Lieutenant/Paramedic	\$16.06/hr.	<u>\$16.94/hr.</u>
Lieutenant/EMT	\$15.74/hr.	<u>\$16.13/hr.</u>
Firefighter/Paramedic	\$15.66/hr.	<u>\$16.52/hr.</u>
Firefighter/EMT	\$15.36/hr.	<u>\$15.74/hr.</u>

SECTION 2. In addition to the above wage rates, all part-time firefighters shall receive a \$2.00 per hour shift premium stipend for all hours worked from 6:00 p.m. on Friday through 6:00 a.m. on Monday.

SECTION 3. That all formal actions of this Council and any actions of its committees that resulted in those formal actions relating to the adoption of this Resolution were taken in meetings open to the public and/or in compliance with law.

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village, for the reason that it will assist with the operation of a municipal department and the proper protection of the Village's residents, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2018.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2018.

Tricia Ingrassia, Clerk of Council

VILLAGE OF NORTHFIELD RESOLUTION NO. 2018-79

AN EMERGENCY RESOLUTION
PERTAINING TO THE RATE OF PAY FOR CERTAIN EMPLOYEES

WHEREAS, the Mayor and Council desire to give raises for the 2019 calendar year to the non-union employees listed below.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the rates of pay for the following Village employees are hereby amended, as set forth below effective January 1, 2010.

<u>POSITION</u>	<u>RATE</u>
Chief of Police--John Zolcus	\$79,915.28 <u>\$81,913.16</u> per year
Director of Law General Retainer--Bradric Bryan	\$32,435. <u>\$33,246</u> per year
Director of Law Hourly Rate— Bradric Bryan/Goodwin & Bryan, LLP	\$124 <u>\$126</u> per hour

SECTION 2. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its committees and/or were in compliance with all legal requirements.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health and welfare of the residents of the Village of Northfield for the reason that it is intended to permit the Village to maintain quality in its work force and attract and keep qualified candidates for Village employment, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2018.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2018.

Tricia Ingrassia, Clerk of Council

VILLAGE OF NORTHFIELD RESOLUTION NO. 2018-80

AN EMERGENCY RESOLUTION SUPPORTING OHIO HOUSE BILL 602

WHEREAS, a small number of municipalities across Ohio have been charging outside communities a higher rate for the provision of water and sewer services than they charge their own residents, even when the municipality that owns the system has used Ohio and federal taxpayer funding to build and maintain their systems; and

WHEREAS, upon investigation, certain duly elected Ohio Representatives have learned the Ohio Environmental Protection Agency does not regulate pricing for these services or provide any complaint process, nor does the Public Utilities Commission of Ohio have jurisdiction over municipal utilities, mostly as a result of the Ohio Constitution's home rule provisions; and

WHEREAS, the Representatives' proposed solution is to allow municipalities to charge outside communities whatever rates they wish, as long as they do not accept federal or state funding for their systems; and

WHEREAS, if said municipalities choose to accept state or federal funding, specific proposed consumer protections would be established that would ensure fair treatment for all state and federal taxpayers; and

WHEREAS, these common sense reforms will help to ensure all Ohio taxpayers are treated fairly and given a reasonable, non-political opportunity to access a basic human need, to wit: clean water at fair prices; and

WHEREAS, the municipality supplying the water and/or sanitary sewer utility to outside residents and businesses often provides no rational reason for charging outside residents more than residents of the municipality that supplies the utility; and

WHEREAS, the outside residents have no recourse but to pay the higher rates, as they cannot vote for the elected leadership of the municipality owning the water and/or sanitary sewer utility; and

WHEREAS, clean water and wastewater treatment are essential to the health, safety, and welfare of people, and it is unconscionable that public entities can resort to extortion in the provision of these utilities through excessive rates, forced annexation, or revenue sharing from the supplied community; and

WHEREAS, under proposed House Bill 602, if a municipality does not follow the law and continues to charge higher rates than it charges its own residents, the municipality would be designated noncompliant and predatory, resulting in the loss of a portion of local government funding and assistance from the state and federal government for their systems.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, State of Ohio:

SECTION 1. That the Mayor and Council hereby and herein support Ohio House Bill 602, as it is legislation that would require municipalities which accept state or federal funding to comply with the following three consumer protections to ensure fair treatment for all state and federal taxpayers:

A. The municipality must charge rates that do not discriminate based upon where a customer resides. The municipality's rates may include normal factors such as usage, actual cost of service, repayment of infrastructure, and any other reasonable factor that is not based solely on where the customer lives. If a municipality spends its own general revenue fund to subsidize its own residents, that would remain an allowable practice;

B. The municipality must refrain from engaging in abusive practices such as forced annexation, revenue sharing, or other economic development warfare tactics that are unrelated to the actual cost or ability to service; and

C. If a municipality is not already part of one, it shall participate in a regional EPA Section 208 area-wide council of governments, with a requirement that no one municipality can hold more than 50% of the voting control if there are two communities and no more than 30% of the voting control if there are three or more communities that comprise the council of governments.

SECTION 2. That the Clerk of Council is directed to send a copy of this Resolution to Ohio House Representative Kristina Daley Roegner, State Senator Frank LaRose, the Speaker of the Ohio House of Representatives, the Ohio Senate President, and the Ohio Governor.

SECTION 3. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its committees and/or were in compliance with all legal requirements.

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health and welfare of the residents of the Village of Northfield for the reason that the Mayor and Council want to make their support for House Bill 602 known as soon as possible so that the bill can be enacted, and this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2018.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2018.

Tricia Ingrassia, Clerk of Council

VILLAGE OF NORTHFIELD ORDINANCE NO. 2018-81

AN EMERGENCY ORDINANCE AMENDING SECTION 246.08(f) OF THE CODIFIED ORDINANCES RELATING TO THE CRITERIA FOR RECEIVING THE ANNUAL EMT AND PARAMEDIC INCENTIVE BONUS

WHEREAS, the Fire Chief, Mayor, and Council desire to amend Section 246.08(f) of the Administrative Code to modify the criteria for receiving the annual EMT and Paramedic Incentive Bonus.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That Council hereby amends Section 246.08(f) of the Administrative Code as is indicated in the attachment hereto, effective January 1, 2019.

SECTION 2. That the rest and remainder of the Codified Ordinances of the Village of Northfield shall remain as presently drafted unless inconsistent herewith.

SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were rendered in an open meeting of this Council and/or were in compliance with all legal requirements.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that it will assist with the protection of the Village's residents and visitors and the hiring of quality employees within the Village's Fire Department, and that this Ordinance shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2018.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Ordinance was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2018.

Tricia Ingrassia, Clerk of Council

246.08 COMPENSATION.

(a) Rates of compensation for officers and other members of the Fire Department shall be determined by Council.

(b) Time and one-half shall be paid for hours worked in excess of 212 hours in a twenty-eight day work period at the firefighter's hourly rate at the time the overtime was incurred. The hourly rate for overtime paid to full-time officers shall be calculated based upon a 2756 hour annual work year. In calculating overtime pay, hours not worked because of sick leave, vacation, and compensatory time shall be included as hours worked in determining whether overtime has been earned.

(c) All members of the Fire Department shall be entitled to fire drill and fire call pay, including the officers, with the exception of full-time officers that are already scheduled to work and working at the time of the drill or fire call.

(d) The time cards of the firefighters must first be approved by the Fire Chief before the Finance Director shall be permitted to make any payment to any member of the Department.

(e) Part-time firefighters shall be paid at time and one-half of their regular rate for hours worked on the following Holidays: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve.

(f) New EMT and Paramedic Incentive Bonus. All Department employees who maintain their certifications and meet the minimum station work requirements of 300 hours per year and work at least twelve hours on at least one of the holidays listed in paragraph (e) of this section shall be entitled to the following certification bonus, payable in December of each year: Emergency Medical Technicians-- \$150 per year; and Paramedics-- \$350 per year. Employees shall be entitled to receive only one bonus during each calendar year.

VILLAGE OF NORHTFIELD RESOLUTION NO. 2018-82

**AN EMERGENCY RESOLUTION AUTHORIZING CERTAIN AMENDMENTS TO THE
2018 APPROPRIATION RESOLUTION AND/OR TRANSFERRING ITEMS ALREADY
APPROPRIATED IN THAT RESOLUTION**

WHEREAS, as the result of certain occurrences, information, and expenditures, amendments to the year 2018 Appropriation Resolution and/or transfers of items already appropriated in the Appropriation Resolution are required.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That in order to provide for certain expenditures during the 2018 calendar year, Council hereby and herein authorizes the amendments to the Year 2018 Appropriation Resolution and transfers of items already appropriated in the Year 2018 Appropriation Resolution in the amounts and to the funds set forth in the attachment hereto that is incorporated herein by reference.

SECTION 2. That all formal actions of the Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its committees and were in compliance with all legal requirements.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that this action is required by state law and is necessary for the operation of the Village government, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2018.

Nicholas Magistrelli, President Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2018.

Tricia Ingrassia, Clerk of Council