

1 RESOLUTION NO. 2010-248

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3 SPONSOR Mr. Pry

4
5 DATE June 14, 2010 COMMITTEE Personnel

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7 **A Resolution authorizing the County Executive to execute any documents necessary to**
8 **accept the FirstEnergy Corp. grant award from Ohio Partners for Affordable Energy**
9 **("OPAE"), in the amount of \$190,000.00, for the period 6/01/10 through 5/31/11, with no**
10 **local cash match requirement, and appropriating these funds through 12/31/10, for the**
11 **Executive's Department of Community and Economic Development, and declaring an**
12 **emergency.**

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14 WHEREAS, OPAE has awarded \$190,000.00 in FirstEnergy grant funds to the County of
15 Summit, with no local cash match requirement, in order to provide a variety of energy efficiency
16 education and repair services to qualified residents; and

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18 WHEREAS, these grant funds have been awarded to the County on an annual basis and
19 have provided education and upgrades measures within low income resident's homes; and

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21 WHEREAS, this Council has determined by reviewing all pertinent information that it is
22 necessary and in the best interest of the County of Summit to authorize the Executive to execute
23 any document necessary to accept the award of the aforementioned grant from OPAE, and to
24 appropriate these grant funds;

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26 NOW, THEREFORE, BE IT RESOLVED by the Council of the County of Summit, State
27 of Ohio, that:

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29 SECTION 1

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31 The County Executive is hereby authorized to execute any documents necessary to accept
32 the FirstEnergy Corp. award from OPAE for the period 6/1/10 through 5/31/11, in the amount of
33 \$190,000.00, with no local cash match requirement.

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35 SECTION 2

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37 Funds are hereby appropriated as follows:

ACCOUNT No.	DESCRIPTION	AMOUNT
<u>First Energy Grant 2010</u>		
23031-6330-45501	Contracts-Pool Budget	\$161,500.00
23031-6330-60501	Other – Pool Budget	<u>28,500.00</u>
Total First Energy Grant 2010		\$190,000.00

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42 SECTION 3

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44 The County Fiscal Officer is hereby authorized and directed to effect the within
45 appropriations.

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SECTION 4

This Resolution is hereby declared an emergency in the interest of the health, safety and welfare of the citizens of the County of Summit and for the further reason to immediately authorize the Executive to execute any documents necessary to accept the award of OP&E's FirstEnergy 2010 grant and to appropriate the grant funds.

SECTION 5

Provided this Resolution receives the affirmative vote of eight members, it shall take effect immediately upon its adoption and approval by the Executive; otherwise, it shall take effect and be in force at the earliest time provided by law.

SECTION 6

It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

INTRODUCED May 24, 2010

ADOPTED June 14, 2010


CLERK OF COUNCIL


PRESIDENT OF COUNCIL

APPROVED June 14, 2010


EXECUTIVE

ENACTED EFFECTIVE June 14, 2010

Voice Vote: 10-0 YES: Comunale, Crawford, Crossland, Feeman, Kostandaras
Poda, Prentice, Rodgers, Schmidt, Smith ABSENT: Shapiro

This Agreement made effective June 1, 2010 through May 31, 2011, by and between Ohio Partners for Affordable Energy, hereinafter referred to as the "OPAE", and Summit County, hereinafter referred to as the "Community Agency". The parties to this Agreement are hereinafter collectively referred to as "Parties".

WITNESS

WHEREAS, the FirstEnergy Corporation has agreed to provide funding to OPAE to implement a comprehensive energy efficiency, weatherization, electrical safety, health and education program in 2010-2011 with the assistance of community-based organizations; and

WHEREAS, there are low income residents of Ohio who are residential customers of Toledo Edison, the Cleveland Electric Illuminating Company and the Ohio Edison Company (the Companies) and may benefit from energy efficiency education; energy efficient electric lighting, appliances and water heating; electrical wiring measures to ensure the safety of residences; repairs and replacements of roofs; and other measures to accomplish energy efficiency and weatherization; and

WHEREAS, the Community Agency is uniquely qualified and positioned to provide energy efficiency, electrical safety and other weatherization measures to the Companies' low income customers within the communities where the Companies provides electric service; and

WHEREAS, as part of the Stipulation and Recommendation approved by the Public Utilities Commission of Ohio in Case Numbers 07-551-EL-AIR and 08-935-EL-SSO, to implement a comprehensive energy efficiency and weatherization program with the assistance of community-based organizations; and

WHEREAS, there are low income residents of Ohio who are residential customers of the Companies and may benefit from energy efficiency measures; energy efficient electric lighting, appliances and water heating; and other measures to accomplish energy efficiency and weatherization; and

WHEREAS, OP&A and subcontracting agencies are qualified and positioned to provide energy efficiency, and other weatherization measures to the Companies' low income customers to which the Companies provide electric service; and

WHEREAS, the Parties agree that the energy efficiency, weatherization, and other measures under FirstEnergy's Community Connections Program ("Program") should be furnished through their combined efforts as provided herein.

NOW THEREFORE, in consideration of the promises, representations and covenants contained herein, the Parties agree as follows:

ARTICLE I. DEFINITIONS

1.1. **Eligible Customer.** Any person who (1) resides in an Eligible Residence served by one of the Companies; (2) is the named customer for electric service at said residence; and (3) is qualified and approved for one of the following: the Ohio Home Weatherization Assistance Program (HWAP), the Percentage of Income Payment Plan (PIPP), the Home Energy Assistance Program (HEAP), or the Ohio Energy Credits Program (OEC), or are the dependent of any member of the armed forces including the national guard currently serving in active duty in a war, United Nations sanctioned peacekeeping action or other conflict. Any other person who resides in an Eligible Residence and is the named customer for electric service at such residence may also be an Eligible Customer.

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1.2. **Eligible Residence.** Any residential dwelling, house, or apartment in which (1) the electric service is provided by one of the Companies and is individually metered; (2) in the case of certain measures identified herein, electricity is the primary heating or cooling source for the residence; (3) and the residence has not already received weatherization and energy efficiency assistance from one of the Companies since 2003.

Exceptions to item three may be made for roof repairs and replacements and electrical safety measures identified herein.

1.3. **State of Ohio Weatherization Program Standards (“WPS”).** The requirements and standards established by the Ohio Department of Development’s Office of Energy Efficiency and published in Ohio’s Weatherization Program Standards, Eleventh Edition, 2008, as may be amended or updated from time to time.

1.4. **Community Connections Policy Update.** Periodic correspondence from the OP&E to the Community Agency in which OP&E further clarifies the Community Agency’s responsibilities with respect to this Agreement.

ARTICLE II. PROGRAM PROCEDURES

2.1 The Program will be provided for Eligible Customers at the same time (piggyback) as OP&E or subcontracting agencies delivers other state, utility, and community-based weatherization and energy efficiency services. The piggyback approach is expected to save administrative, inspection and client education costs and provide more benefits in a timely, cost-effective manner.

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2.2 The Community Agency will use the forms and schedules as attached in providing services under the Community Connections Program to Eligible Customers.

Monthly invoices must include these schedules.

2.3 The Community Agency shall obtain written permission and a copy of the Eligible Customer's recent electric bill or a Universal Service Fund referral from the Ohio Department of Development prior to performing any services for an Eligible Customer under this Agreement. A recent electric bill is one that is no later than six (6) months prior to the date of the Community Connections Program application. Customer eligibility must be documented in the Community Agency's customer file and is subject to review.

2.4 For Eligible Residences, the Community Agency will perform an energy audit, including a blower door test for comprehensive weatherization in electrically heated homes.

2.5 The Community Agency and subcontractors will install cost-effective electric energy-saving, safety, health and weatherization measures from the Basis of Payment Schedules as attached. All materials shall meet current WPS material standards.

2.6 The Community Agency shall comply with all Community Connections Program Updates issued subsequent to the execution of this Agreement.

2.7 Compensation for all measures rendered under this Program will be made according to the Basis of Payment Schedules as attached, which have been calculated to include the costs of labor, materials and client education.

2.8 Electric energy-saving measures may only be installed if the measures satisfy the Total Resource Cost test, or another cost test as sanctioned by the FirstEnergy Demand Side Management Collaborative and approved by the Commission.

2.9 The Community Agency shall assure that all work is undertaken pursuant to appropriate government permits and inspected as required by the appropriate government authority.

2.10 The Community Agency shall use due care to assure that all services, materials and supplies are of good quality, reasonably priced and installed in a workmanlike manner.

2.11 The Community Agency shall handle questions from Eligible Customers and ensure that contactors and suppliers are timely paid.

2.12 Failure to provide OPAE with timely, appropriate documents pursuant to the Accounting Documents as attached without cause will relieve the OPAE from any further liability under this Agreement and constitute a breach of this Agreement.

2.13 OPAE is not required to provide funds under this Agreement if the Community Agency is not in compliance with the Community Connections Program guidelines and requirements.

2.14 The Community Agency will provide the necessary personnel to perform the Programs and the installation of energy efficiency products.

ARTICLE III. PROGRAM GUIDELINES

3.1 All measures in the Basis of Payment Schedules as attached, including insulation and ventilation and other such items as are not specifically listed on the Basis of Payment Schedules but satisfy the Total Resource Cost test, or another cost test sanctioned by the FirstEnergy Demand Side Management Collaborative and approved by the Commission, are available to Eligible Residences that are owner occupied and use electricity

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as their primary heating or cooling source. The Community Agency must conduct energy audits for weatherization purposes on these residences, according to WPS standards.

3.2 Electric energy efficiency measures, as described in the Basis of Payment Schedules as attached, and other such items as are not specifically listed on the Basis of Payment Schedules but satisfy the Total Resource Cost Test or another cost test sanctioned by the FirstEnergy Demand Side Management Collaborative and approved by the Commission, are available to Eligible Customers and Eligible Residences with fossil fuel heating and water heating, and electric appliances. Appliances owned by Eligible Customer who are tenants of rental property may be repaired or replaced without a contribution requirement.

3.3 OPAE and FirstEnergy place a high priority on safety. We recognize that certain weatherization and energy efficiency measures can not be completed or installed because of unsafe conditions like faulty outlets or overloaded circuits. Therefore, electrical safety and health measures, as described in the Basis of Payment Schedules as attached, are also available to Eligible Customers and Eligible Residences regardless of the fuel used as the primary heating source. The Community Agency may provide such measures as adequate outlets, ground fault circuit interrupters near the kitchen and bathroom sinks, replace older fuses boxes with electric circuit breaker boxes, and replace spool and socket wiring. However, all electrical work must be properly documented and performed by licensed electrical contractors. Copies of the licenses, electrical contractor's initial inspection report, government permits and the appropriate code official's final inspection reports must be retained in client files. Pre-approval shall not be required for Health and Electrical Safety Measures described in Attachment B-3. The Community Agency must,

however, document pre and post installation conditions. Fees charged by the operating companies of FirstEnergy Corporation under tariffs for the disconnection/reconnection of service or requirements to upgrade service connections prior to reconnection shall be considered reimbursable expenses under this Program.

3.4 The Community Agency may reduce the temperature and provide wraps and pipe insulation for electric water heaters, and install low-flow shower heads and faucet aerators.

3.5 Energy efficient hard-wired light fixtures and screw-in energy efficient light bulbs may be installed for lighting applications. The Community Agency may also replace, at its discretion, halogen lamps and torchieres with similar lamps that incorporate energy efficient light bulbs. Any lamps replaced must be removed from use and properly disposed of.

3.6 Energy efficient appliance measures include metering, replacement, removal and proper disposal of inefficient or inoperable refrigerators and freezers, and providing refrigerator coil cleaning kits. Refrigerators and freezers that are consuming less than 3kW but are in visibly poor condition, leaking, or unable to keep food cold or frozen may be replaced at the discretion of the Community Agency. Refrigerator coil cleaning kits may be provided even if the refrigerator is not replaced.

3.7 Comprehensive weatherization, including ceiling and perimeter insulation, where practical, shall be provided to Eligible Customers who are homeowners with electric heating or air conditioners. Comprehensive weatherization, including ceiling and perimeter insulation, where practical, shall be provided to Eligible Customers who are renters subject to

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a cost-sharing agreement executed with the property owner wherein the property owner agrees to contribute 50% of the cost of the measures (See Section 3.12).

3.8 Electrical repairs may be made on electric furnaces only, such as blower motor replacement, installation of a separate hard wire circuit and SSU switch and thermostat. Inoperable electric furnaces and/or baseboard electric heaters, or heating devices that cannot be repaired cost-effectively, may be replaced. Condition of the unit(s) replaced must be documented in the client file.

3.9 Sump pumps and well pumps may be repaired or replaced as determined necessary by the Community Agency. The condition of the pump replaced shall be documented in the client file.

3.10 Electric hot water heaters with tanks that are visibly leaking may be replaced without prior written approval with a tank of the same or smaller size, as determined by the Community Agency.

3.11 Electric hot water tanks, electric freezers, and electric stoves and electric dryers may be replaced as determined by the Community Agency. Custom electrical measures involving air conditioners require a written medical prescription to document need.

3.12 Roof repairs or replacements may be provided to Eligible Customers who are homeowners who reside in the Eligible Residence and whose primary heating source is other than electricity, when it is necessary to provide weatherization and protect the integrity of electrical wiring and insulation. Roof repairs and replacements may not be made on rental properties, unless the property is a duplex or multi-unit building, up to four units, which is owned and occupied in part by the Eligible Customer.

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3.13 Where Eligible Customers reside in rental properties with electric heating or central air conditioning, weatherization, or electrical repairs may be provided under the Program when the rental property is no more than a ten-family property, the renters are Eligible Customers directly metered by the operating companies of FirstEnergy Corporation, and the owner of the rental property contributes at least fifty percent (50%) of the cost of the measures. Appliances owned by Eligible Customer who are tenants of rental property may be repaired or replaced without a contribution requirement. Services to multifamily rental properties with more than ten units shall be limited to providing energy efficiency appliances, lighting and consumer education. Proof of payment by owners of rental properties, in the form of a cashier's check payable to the Community Agency, must be provided included in the client file, along with a properly completed and signed copy of the Landlord Acceptance Agreement as attached, before work begins. The owner of rental properties is not required to pay a 50% match on the cost of energy efficient light bulbs or lamps for Eligible Customers. This provision shall not apply to owner-occupied properties of 4 units or less if the owner is the Eligible Customer.

ARTICLE IV. FUNDING AND ACCOUNTING

4.1. OPAE will provide the Community Agency the Community Connections III Program funds contemplated by the Stipulation in the amount of \$190,000.00 for services provided in the Ohio Edison service territory. Expenses for administration shall not exceed 15% of the above amount.

4.2 Based upon the Community Agency documenting the additional needs of Eligible Customers and Eligible Residences, and subject to the Community Agency's

satisfactory and timely performance under this Agreement, and adherence to accounting and invoicing requirements related to Community Connections - III budgeted contributions, the Community Agency may submit a written request to OPAAE for additional funds for the measures identified herein, provided such funds are available. The Community Agency may submit a request for additional funds at any point when it projects that it will expend the remaining funds committed under this contract in less than two (2) months based on current expenditure patterns as determined by invoices submitted to OPAAE. OPAAE, after consultation with the Community Connections Advisory Council shall approve or reject the request within thirty (30) days of the request on a first-come, first-served basis. Fifteen (15) percent of the Community Agency's total allocated budget is earmarked for its administrative expenses. Notwithstanding any provision of this Agreement to the contrary, the Community Agency is not required to specifically itemize administrative expenses on submitted invoices.

4.3 The Community Agency must retain documentation of specific weatherization or safety needs and a copy of the contractor's bid when repairing or replacing roofs, or repairing or upgrading electrical wiring. The contractor's bid must be within the parameters of the Community Connections basis of payment scheduled provided herein and in cases involving roofs include detailed roof measurements and specific brands, types and unit cost of materials, or the Community Agency must provide three bids from separate contractors to substantiate the cost.

4.4 OPAAE will instruct the Community Agency on the mandatory accounting procedures listed in the Accounting Documents as attached and the Community Agency will use all contributed funds in accordance with the terms of this Agreement.

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4.5 OPAE will use its best efforts to respond to requests for funds within 30 days of the request. Funds will be released dependent on OPAE's receipt of complete and appropriate Accounting Documents as attached from the Community Agency.

4.6 Further, the Community Agency agrees:

- (a) to prepare reports and invoices for completed jobs or jobs in progress, per the Accounting Documents as attached, of the Eligible Customers who received Program services as provided herein, to be submitted to OPAE by the last day of each month;
- (b) to provide OPAE with such other information as OPAE may reasonably require;
- (c) to retain all records of all transactions and other pertinent materials relating to the Program provided herein for two years following the termination of this Agreement; and
- (d) to make its records and documents available for auditing and inspection upon request of OPAE or FirstEnergy for verifications of all expenses, reports, transactions, or other matters associated with this Program.

4.7 The failure of the Community Agency to expend funds consistent with the terms of this Agreement will be considered just cause for the non-performance of OPAE and will relieve OPAE of its obligations under the Agreement to provide funds to the Community Agency.

4.8 If undistributed funds remain in the program account after the termination or expiration of this Agreement, unless otherwise mutually agreed in writing, the Community Agency shall immediately return the remaining funds to OPAE, except for the funds needed

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for work in progress (“winding down”) begun or committed to prior to expiration or receipt of notice of termination.

4.9 Upon mutual agreement of the Parties, funds may be reallocated among the Community Agencies served by OP&E. The Community Agency to which such funding is reallocated shall be required to expend the funds prior to the expiration or termination of this Agreement.

4.10 Invoices submitted after May 31, 2011 will be charged against the Community Agency’s 2012 Community Connections Program budget, after proper review and approval.

4.11 If the Community Agency exceeds its allocated budget, provides unauthorized services, or provides services to customers not directly served or metered by a FirstEnergy operating company, OP&E is not responsible for payment, and the Community Agency must promptly refund to OP&E all funds expended in this manner.

4.12 The Community Agency agrees that no more than 15% of its allocated budget will be used for the Community Agency’s administrative and overhead expenses; and (2) at least 85% of such contributions will be distributed to Eligible Customers.

4.13 The Community Agency’s administrative and overhead expenses may include training costs for field and administrative personnel, outreach, diversity and sensitivity training for field and administrative personnel, translation of documents, making pamphlets and other literature, mailings or other advertisements to encourage participation in the Program, and such other expenditures as a reasonably necessary for the operation of the Program.

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ARTICLE V. TERMS AND OBLIGATIONS

5.1 The term of this Agreement shall be from June 1, 2010 and shall be in effect until May 31, 2011.

5.2 The failure of OP&E to timely perform its obligations under this Agreement shall not relieve OP&E of its obligations under this Agreement to allocate funds to the Community Agency.

5.3 OP&E agrees to perform all of its respective obligations hereunder.

5.4 The Community Agency represents that the Community Agency has the requisite legal authority to enter into this Agreement and comply with obligations set forth herein.

5.5 The Community Agency shall indemnify OP&E and FirstEnergy against, and hold it harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorneys' fees, to persons or property, including employees or agents of the Community Agency and third persons, arising out of connected with, or resulting from the actions or inactions of the Community Agency stemming from or relating to this Program or this Agreement.

5.6 Before contracting with any contractor to perform installation, repairs or replacements pursuant to this Agreement, the Community Agency shall obtain from said contractors certificates showing insurance coverage as follows:

- (a) Workers compensation insurance in conformity with the laws of Ohio;
- (b) Public liability insurance in the following amounts:

	<u>Combined Single Limit</u>
Bodily Injury	\$ 500,000.00 each person
	\$1,000,000.00 each occurrence

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Property Damage	\$500,000.00 each occurrence \$500,000.00 aggregate
Personal Injury	\$500,000.00 each occurrence \$500,000.00 aggregate

Personal injury coverage shall be provided with limits of liability as stated. The Community Agency shall assure said contractor continues to maintain the insurance coverage specified above during the performance of the work.

ARTICLE VI. MISCELLANEOUS

6.1. OPAE shall maintain the right to review and approve the manner in which the Community Agency implements the Program.

6.2. OPAE shall have the right to sample and inspect in any manner which it deems appropriate any of the measures rendered under this Program for which it has been charged, to ensure the validity of the claim for compensation and to ensure that the work performed conforms to the requirements imposed by this Agreement.

6.3 This Agreement shall be governed by the laws of the State of Ohio.

6.4 This Agreement may be modified or amended only by written Agreement of the Parties hereto, and the Parties may not assign their obligations or benefits, in whole or in part, without the prior written consent of the other.

6.5 This Agreement is not intended to, does not, and shall not be construed to be a partnership, joint venture, or agency relationship of any type between the Parties to this Agreement or to co-contributors of the funding of these Programs.

6.6 The Community Agency’s employees, agents or representatives shall not be deemed an employee, agent or representative of OPAE or FirstEnergy Corporation or any of

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its operating companies and shall not represent themselves as employees, agents or representatives of OP&E or FirstEnergy Corporation or any of its operating companies. The obligation of the Parties with respect to these Programs shall solely be provided herein.

6.7 This writing represents the entire Agreement between the Parties and supersedes all prior written or oral agreements, commitments and understanding for the Community Connections - III program with respect to these Programs provided for herein.

6.8 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

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WITNESS WHEREFORE, the parties have caused this agreement to be executed by their duly authorized representative made effective as of June 1, 2010.

For Summit County Department of
Development

For Ohio Partners for Affordable Energy

Cynthia S. Collins

Fiscal Manager

Title

June 1, 2010

Date

Date

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