

## **Sustainable Reserve Program Participant Agreement**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the City of Oberlin, Ohio, an Ohio Chartered Municipal Corporation, hereinafter referred to as “City” and \_\_\_\_\_, hereinafter referred to as “Participant” located at \_\_\_\_\_.

### WITNESSTH:

WHEREAS, the City has created a Sustainable Reserve Program, its purpose being to provide funding for municipal electric services, programs and/or projects demonstrating energy-efficiency, energy conservation, greenhouse gas emission reductions, and/or development of renewable generation resources; and,

WHEREAS, certain revenues of the City have been set aside in a Sustainable Reserve Account for the purpose of providing financial support for municipal electric services demonstrating energy efficiency, energy conservation, green-house gas emission reductions and/or development of renewable generation resources; and,

WHEREAS, Oberlin City Council has authorized funds in the amount of \$\_\_\_\_\_ from the Sustainable Reserve Program Account and shall grant said funds to the Participant for the purpose of providing \_\_\_\_\_ to Oberlin electric customers having determined that the purposes for which the grant is made are consistent with the purpose and intent of the Sustainable Reserve Program, (“Grant”).

NOW, THEREFORE, in consideration of the forgoing representations and other good and valuable consideration, the receipt of which is hereby specifically acknowledged, the City and Participant agree as follows:

- (1). The City agrees to grant \$\_\_\_\_\_ from the City Sustainable Reserve Program Account to Participant pursuant to the provisions of this agreement.
- (2). Said monies shall be utilized by Participant to provide \_\_\_\_\_ for the City’s electric customers.
- (3). Participant shall only utilize said funds for the purposes for which the Grant is made as delineated in this agreement. Any deviation from the authorized use of the funds shall be first approved by the OMLPS Electric Director, after it has been reviewed with the City Manager and Law Director for compliance with the Sustainable Reserve Program Guidelines approved by City Council.
- (4). Participant shall provide the City with such receipts, documentation, reports, or other evidence that the City may request in order to ensure Participant has expended the funds in accordance with the purposes for which the Grant is made as provided in this agreement. The City shall have the right to reimbursement from Participant of any monies granted herein that the City determines to have been used for purposes other than those authorized under this agreement.
- (5). This is a Grant Agreement only. The execution of this Agreement and/or the making of the Grant shall not and does not create any business association, partnership, joint venture, or other relationship between the City and Participant. Participant agrees to hold the City,

its agents and employees, harmless from, and indemnify and defend the City, its agents and employees, from any and all claims, causes of action, damages, or other losses that may arise out of the activities of Participant, its agents, employees, and/or independent contractors.

(6). This Agreement, may not be assigned by Participant.

This Agreement was executed at Oberlin, Ohio, on the date set forth hereinbefore.

CITY OF OBERLIN

By: \_\_\_\_\_  
Rob Hillard, Oberlin City Manager

PARTICIPANT

By: \_\_\_\_\_  
(Name)

Approved as to form:

\_\_\_\_\_  
Jon D. Clark, Oberlin Law Director