RESOLUTION NO. 2019-49
INTRODUCED BY: Mayor Bodnar

AN EMERGENCY RESOLUTION
AUTHORIZING MAYFIELD VILLAGE
TO TAKE ALL ACTIONS NECESSARY
TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC)
ELECTRONIC DEVICE CHARGING STATION

WHEREAS, the Village of Mayfield, Ohio (the "Village") is a member of the Northeast Ohio Public Energy Council ("NOPEC") and is eligible for a one-time grant from NOPEC for an electronic device charging station; and

WHEREAS, the Village submitted a Cellphone Charging Station Grant Program Application for an electronic device charging station outside of Parkview Pool in the heart of the Recreation District; and

WHEREAS, the Village received notification from NOPEC that the style and location chosen fits well with the goal of the electronic device charging station program.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Council of Mayfield Village finds and determines that it is in the best interest of the Village to accept the grant for an electronic device charging station.

SECTION 2. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at an open meeting of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. This resolution is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety and welfare of the residents of Mayfield Village, Ohio, for the reason that it provides for services to the residents to

utilize the electronic device charging station when needed while enjoying all of the recreational amenities of the Village. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.

AL MEYERS

JOSEPH M. SAPONARO
Council President Pro Tem

First Reading: August 19, 2019

Second Reading: _____, 2019

Third Reading: _____, 2019

PASSED: August 19, 2019

Brenda T Bodnar

BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:

Anthony J. Coyne

ANTHONY J. COYNE, ESQ.
Director of Law

ATTEST: Mary E. Betsa

MARY E. BETSA, MMC
Clerk of Council

NOPEC, INC. ELECTRONIC DEVICE CHARGING STATION

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 one-time grant by NOPEC to Grantee of one or more electronic device charging station(s) in accordance with NOPEC 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 Electronic Device Charging Station**. NOPEC hereby grants all equipment, components, and parts necessary for _____ electronic device charging station(s) ("Charging Station") to Grantee in accordance with NOPEC Policy. The Charging Station will contain the NOPEC logo and NOPEC marketing. By executing this Grant Agreement, Grantee authorizes the use and display of NOPEC's logo and marketing on the Charging Station for as long as the Charging Station is used.

2. **Installation of Charging Station.** Grantee shall be solely responsible for the installation of the Charging Station, at Grantee's sole cost and expense. Further, Grantee shall be responsible for any and all operation of, and maintenance required for, the Charging Station and for payment of all electricity used by the Charging Station. .

3. **Inability to Perform.** In the event that Grantee does not or cannot install or use the Charging Station, Grantee shall immediately notify NOPEC in writing and return the Charging Station to. NOPEC.

4. **Termination.**

(a) 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.

(b) 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 NOPEC 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.

5. **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.

6. **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:

Title:_____
Name: _____
_____
_____, 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 Charging Station Grant and enter into this Agreement.

(i) Determinations by NOPEC Final. All determinations as to an award of any Charging Station, 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 or other position] to take all actions with respect to the Charging Station 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	
Individual Authorized by Grantee's Legislation	
By: Brenda Boarow	By: _____
Title: Mayor	Title: _____
Date: 8/20/19	Date: _____

[Signature page to NOPEC Energized Community Grant Agreement.]

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