

CLEVELAND PUBLIC LIBRARY

Finance Committee

June 13, 2017

**RESOLUTION OF INTENT TO ACCEPT GIFT AND TO AUTHORIZE THE
CLEVELAND PUBLIC LIBRARY TO ENTER INTO A LICENSE AGREEMENT WITH
CLEVELAND THERMAL ENERGY TO ENTER LIBRARY PROPERTY IN
CONNECTION WITH CONSTRUCTION OF THE GIFT**

WHEREAS, Cleveland Thermal Energy LLC (“Donor”) has proposed to donate a photo voltaic solar system for one of the Cleveland Public Library's buildings, and has provided the Executive Director with a proposal from Dovetail Solar and Wind, also known as Dovetail Construction Company, Inc. (“Dovetail”), a renewable energy company, for the design, installation, certification and service of a rooftop photo voltaic solar system for the Rice Branch of the Cleveland Public Library (the “Project”); and

WHEREAS, The Project is a Solar PV Array, including an 85.7kW solar system with grid-tied synchronizing inverters, a twenty-five year performance warranty, and three educational kiosks at the Rice Branch location, the Carnegie West Branch, and Main downtown; and

WHEREAS, The proposed solar panel system with educational kiosk[s] fits within the Cleveland Public Library’s vision of being energy efficient and “the driving force behind a powerful culture of learning”; and

WHEREAS, The Donor is proposing to spend up to \$350,000 towards the Dovetail Proposal, including a twenty-five year service contract, and proposes to donate the solar panel system and educational kiosks to the Library upon completion of construction; and

WHEREAS, O.R.C. Section 3375.40(K) grants the Board of Trustees authority to accept gifts to the Cleveland Public Library; and

WHEREAS, The Project will enhance the Library's facilities and will provide a means to manage energy consumption by the Library for the operation of the facility; and

WHEREAS, The Executive Director recommends that the Board indicate its intent to accept, once the work is complete to the satisfaction of the Library, the gift proposed by the Cleveland Thermal Energy LLC to install rooftop photo voltaic solar system on the roof of the Rice Branch along with educational kiosk[s], and also recommends granting a license to the Cleveland Thermal Energy LLC and its contractor(s) to permit entry on Library property to perform the work; now therefore be it

RESOLVED, That the Cleveland Public Library Board of Trustees acknowledges that the Donor, Cleveland Thermal Energy LLC proposes to construct Solar PV Array, including an 85.7kW solar system with grid-tied synchronizing inverters, and provide a 25-year performance warranty, and three educational kiosks at the Rice Branch location, the Carnegie West Branch, and Main downtown, and that the Donor at this time requests permission to proceed with the Project at a time agreed to with Library administration. The estimated construction cost for the Project is \$350,000, which the Donor has assured the Library will cover the costs of construction and the 25-year service agreement; and be it further

RESOLVED, That the Board hereby declares its intent to accept the gift from the Donor, upon completion of the Project in a manner satisfactory to the Library's Capital Projects Manager and Director of Property Management, and contingent upon compliance with the conditions by the Donor and its contractor(s) in the construction of the Project contained in a separate License Agreement; and be it further

RESOLVED, That the Executive Director, CEO or his designees, is authorized to negotiate and enter into such instruments and agreements as are necessary to effectuate the Project and the gift, including a 25-year service agreement with Dovetail, a License Agreement between the Library and the Donor granting the Donor and its agents the right to enter on Library property to construct the Project, which license shall include terms and conditions concerning compliance with applicable code, permitting, and safety requirements, providing appropriate insurance to cover the construction and related activities involved with the construction of the Project, ensuring that construction will not interfere with on-going Library activities, providing evidence of the funds on hand to construct the Project and fund the 25-year service agreement, ensuring that the Library will not liable for any costs associated with the gift, and shall hold the Library harmless from any injuries and loss of property, materials, and equipment during the period of construction of the Project; be it further

RESOLVED, That all incidents of absolute ownership of the Project shall be vested in the Library from the time of acceptance of the gift forward.