

CLEVELAND PUBLIC LIBRARY

Finance Committee

September 15, 2015

**RESOLUTION TO ACCEPT DONATION FROM CLEVELAND THERMAL ENERGY
FOR ENGINEERING STUDY**

WHEREAS, On July 16, 2015, the Board of Trustees of the Cleveland Public Library authorized the Library to enter into an agreement with Cleveland Thermal Chilled Water Distribution LLC ("Cleveland Thermal") for a period of five (5) years. The Library entered into an agreement for chilled water effective August 1, 2015; and

WHEREAS, As a part of the negotiations, the Library indicated its desire to study the economic feasibility of installing on-site chillers at the downtown campus instead of purchasing chilled water from Cleveland Thermal in the future; and

WHEREAS, Cleveland Thermal agreed to donate to the Library the sum of \$100,000 to engage an engineering consultant mutually acceptable to both the Library and Cleveland Thermal to analyze the cooling requirements for the Library, develop specifications for an on-site system, and develop an estimate of the acquisition and operating costs of an on-site system; and

WHEREAS, Cleveland Thermal delivered a check in the amount of \$100,000 to the Library on September 2, 2015. The Library must now engage an engineering consultant within 180 days of the date of acceptance hereof; now therefore be it

RESOLVED, That the Cleveland Public Library Board of Trustees, pursuant to the authority set forth in R.C. §3375.40(K), hereby accepts a donation from Cleveland Thermal in the amount \$100,000 for deposit into the Founders Fund Account No. 203046-46100-11210 to be used for expenditures in connection with the engagement of an engineering consultant, mutually acceptable to both the Library and Cleveland Thermal, to analyze the cooling requirements for the Library, develop specifications for an on-site chiller system, and develop an estimate of the acquisition and operating costs of an on-site system; be it further

RESOLVED, The Executive Director, CEO, or his designee, is authorized to execute any documents, instruments, or agreements necessary to receive the gift, including those in excess of \$25,000.00 to effectuate the terms and conditions of this Resolution, including, but not limited to, an agreement with Spectrum Energy Concepts, Inc. to advise the Library with regard to the scope of work and selection of the engineering consultant. All agreements shall be subject to approval of the Library's Chief Legal Officer.

Cleveland Thermal, LLC
1921 Hamilton Avenue
Cleveland, Ohio 44114
Phone: (216) 241-3636
Fax: (216) 241-6486



July 30, 2015

Cleveland Public Library
325 Superior Avenue
Cleveland, OH 44114
Attn: Joyce Dodrill, Esq.

RE: Chilled Water Service Study
Cleveland Public Library

Dear Ms. Dodrill:

The Library's property ("Property") has long been a valued customer of Cleveland Thermal's district chilled water service for cooling purposes. However, we understand that you are evaluating the technical and economic feasibility and benefits of installing on-site chilling equipment versus district chilled water service at the Property.

Pursuant to our discussions and in consideration of our long-standing relationship with the Library and your execution and delivery of a 5 year renewal of your chilled water service Contract for the Property, Cleveland Thermal proposes the following:

1. The Library will engage an engineering consultant ("Consultant"), mutually acceptable to both you and Cleveland Thermal, to analyze the cooling requirements for the Property, develop specifications for an on-site system for the Property, and develop an estimate of the acquisition and operating costs for such system. The specifications for the on-site system will be sufficiently detailed to obtain contractors' bids for installation.
2. Before soliciting the Consultant, you will provide Cleveland Thermal reasonable time and opportunity to discuss with you and Mr. Tim Janos of Spectrum Energy, your engineering advisor, and to make recommendations for, any proposed request for proposals or similar solicitation for a Consultant.
3. Before you enter into a contract with the Consultant, Cleveland Thermal shall have the right to review and approve the terms of any proposed contract with the Consultant, including but not limited to the scope of work, fees and costs, deliverables and interim milestones and completion date for the report. Cleveland

Thermal's approval shall not be unreasonably withheld or delayed. The Library shall have the right to direct the work of the Consultant under the terms of the contract.

4. You will authorize and direct Mr. Janos to cooperate with the Consultant and disclose all relevant information about the Property and its operations necessary for the Consultant to perform his work. The estimated costs for Mr. Janos' time and out-of-pocket expenses in connection with his involvement will be included as a project cost with the cost for the Consultant's report.

5. Within 30 days of your entering into a contract with Cleveland Thermal, Cleveland Thermal shall deposit with you the sum of \$100,000, currently the estimated cost for the report, including Mr. Janos' estimated costs.

6. If you have not engaged a Consultant within 180 days of the date of your acceptance hereof or if the Consultant has not commenced his work on the report within 30 days of his engagement (in either case, except for delays approved by Cleveland Thermal, which approval shall not be unreasonably withheld or delayed after receiving reasonable prior notice thereof), you shall promptly return the money deposited with you, with interest at the then current interest rate STAR Ohio is paying on savings accounts.

7. You will provide the Consultant with reasonable access to the Property and the Property's designated operational personnel during normal business hours in order to timely and adequately accomplish his work.

8. You shall not agree to any change in the Consultant's contract, as originally approved, without Cleveland Thermal's prior written approval, which approval shall not be unreasonably withheld or delayed. Any change resulting in a cost increase implemented without Cleveland Thermal's prior approval shall be solely your responsibility. Within 5 business days of approving any change to the contract resulting in an increase in costs, Cleveland Thermal shall deposit with you any additional amounts necessary to cover such costs, taking into account any prior adjustments in costs.

9. Disbursement of any funds deposited with you by Cleveland Thermal shall be made only against an invoice, requisition or similar document, copies of which shall be provided to Cleveland Thermal no less often than monthly. Any funds deposited with you by Cleveland Thermal and not disbursed for the costs of the report and Mr. Janos' costs shall be returned to Cleveland Thermal within 5 business days after delivery of the final report and payment therefor.

10. You shall require the Consultant to deliver a preliminary draft of his report prior to finalizing the report. You shall provide Cleveland Thermal with a copy of the draft and provide Cleveland Thermal reasonable time and opportunity to

Cleveland Public Library
July 30, 2015

ms: 10/20/15
7/31/15

review and discuss the proposed draft report with you, Mr. Janos and the Consultant and to comment and make recommendations thereon.

11. Within 30 days of receiving the Consultant's final report, you will provide a copy to Cleveland Thermal. Upon completion of the report, Cleveland Thermal shall have the right to use the data contained therein for its own business purposes.

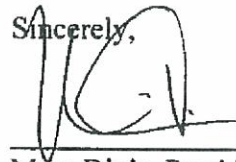
12. The Library will notify Cleveland Thermal within 30 days after the Library's Board of Trustees' decision or determination with respect to the Consultant's final report.

If the above reflects our understanding, please sign and return a copy of this letter and execute and deliver a copy of the renewal Contract.

We look forward to this opportunity and a continuation of our long and mutually beneficial relationship.

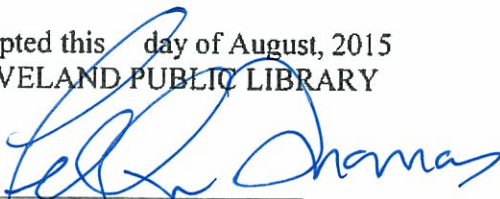
This letter constitutes a legally enforceable contract and is binding on Cleveland Thermal's and the Library's heirs, assigns, successors, and transferees.

Sincerely,



Marc Divis, President

Accepted this 5 day of August, 2015
CLEVELAND PUBLIC LIBRARY

X 
Name: Felton Thomas
Title: Director