

March 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 COUNCIL 7:30 CAUCUS 7:15 STREETS, STORM WATER, UTILITIES 6:00	2 PLANNING COMMISSION 7:00 CAUCUS 6:45	3 CHARTER REVIEW COMM. MTG. 6:00 COMM. ROOM #1	4	5
6	7	8	9	10	11	12
13 DAYLIGHT SAVINGS TIME BEGINS 	14 CIVIL SERVICE COMM 4:00 (COMMUNITY ROOM #2)	15 COUNCIL 7:30 CAUCUS 7:15 B&BC, FINANCE AND SAFETY 6:00	16 CHARTER REVIEW COMM. MTG. 6:00 COMM. ROOM #1 PLANNING COMMISSION 7:00 CAUCUS 6:45	17 	18	19
20 SPRING BEGINS	21	22	23	24 BZA 7:00 CAUCUS 6:45	25	26
27  EASTER SUNDAY	28	29 REC BOARD 6:00	30	31		

All meetings will be held at City Hall 14600 State Road, unless otherwise noted.

**NORTH ROYALTON CITY COUNCIL
A G E N D A
MARCH 1, 2016**

7:15 p.m. Caucus

Council Meeting 7:30 p.m.

REGULAR ORDER OF BUSINESS

1. Call to Order.
2. Opening Ceremony (Pledge of Allegiance).
3. Roll Call.
4. Approval of Consent Agenda: Items listed under the Consent Agenda are considered routine. Each item will be read individually into the record and the Consent Agenda will then be enacted as a whole by one motion and one roll call. There will be no separate discussion of these items. If discussion by Council is desired on any Consent Agenda item, or if discussion is requested by the public on any legislative item on the Consent Agenda, that item will be removed from the Consent Agenda and considered in its normal sequence under the Regular Order of Business.
 - a. Approval of Minutes: February 16, 2016.
 - b. Legislation: Introduce, suspend rules requiring 3 readings and referral to committee, and adopt those legislative items indicated with an asterisk (*).
5. Communications.
6. Mayor's Report.
7. Department Head Reports.
8. President of Council's Report.
9. Committee Reports:

Building & Building Codes	John Nickell
Finance	Larry Antoskiewicz
Review & Oversight	Dan Kasaris
Safety	Gary Petrusky
Storm Water	Dan Langshaw
Streets	Steve Muller
Utilities	Paul Marnecheck
10. Report from Council Representatives to regulatory or other boards:

Board of Zoning Appeals	Dan Kasaris
Planning Commission	Larry Antoskiewicz
Recreation Board	Paul Marnecheck
11. Public Discussion: Five minute maximum, on current agenda legislation only.

12. **LEGISLATION**

FIRST READING CONSIDERATION

- * 1. **16-44** - AN ORDINANCE ACCEPTING THE BID OF CROSSROADS ASPHALT RECYCLING, INC. FOR THE 2016 ROAD SUPPLY PROGRAM AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY.
- * 2. **16-45** - AN ORDINANCE ACCEPTING THE BID OF DURA MARK, INC. FOR THE 2016 ROAD SUPPLY PROGRAM AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY.
- * 3. **16-46** - AN ORDINANCE ACCEPTING THE BID OF KOKOSING MATERIALS, INC. FOR THE 2016 ROAD SUPPLY PROGRAM AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY.
- * 4. **16-47** - AN ORDINANCE ACCEPTING THE BID OF TRI-COUNTY CONCRETE FOR THE 2016 ROAD SUPPLY PROGRAM AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY.

- * 5. **16-48** - AN ORDINANCE AUTHORIZING THE DIRECTOR OF FINANCE TO CERTIFY TO THE AUDITOR OF CUYAHOGA COUNTY THE UNPAID COST OF CUTTING OF WEEDS, GRASS AND WOODY VEGETATION FOR LEVY AND COLLECTION, AND DECLARING AN EMERGENCY.
- * 6. **16-49** - AN ORDINANCE AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO DEPOSITORY AGREEMENTS WITH FIFTH THIRD BANK FOR THE DEPOSIT OF ACTIVE, INACTIVE OR INTERIM PUBLIC FUNDS, AND DECLARING AN EMERGENCY.
- * 7. **16-50** - AN ORDINANCE AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO DEPOSITORY AGREEMENTS WITH PNC BANK FOR THE DEPOSIT OF ACTIVE, INACTIVE OR INTERIM PUBLIC FUNDS, AND DECLARING AN EMERGENCY.
8. **16-51** - AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 15-102 AS AMENDED BY ORDINANCE 16-22 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2016 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.
9. **16-52** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ENERGY MANAGEMENT AGREEMENT BETWEEN ENERNOC, INC. AND THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.
10. **16-53** - AN ORDINANCE GRANTING THE MAYOR AND FINANCE DIRECTOR AUTHORITY TO AGREE TO AND APPROVE CERTAIN CONTRACT CHANGES (CHANGE ORDER #1) RELATING TO THE WORK PERFORMED BY CONCORD ROAD EQUIPMENT FOR THE NORTH ROYALTON SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY.
11. **16-54** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART TWO ADMINISTRATION CODE, CHAPTER 214 GENERAL FEE SCHEDULE, SECTION 214.08 FEES IN THE BUILDING AND HOUSING CODE, PARAGRAPH (b)(3), AND DECLARING AN EMERGENCY.
12. **16-55** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART TWELVE PLANNING AND ZONING CODE, CHAPTER 1290 WIRELESS TELECOMMUNICATIONS FACILITIES, SECTION 1290.02 GENERAL REQUIREMENTS BY CREATING NEW PARAGRAPHS (u), (v) AND (w), DECLARING AN EMERGENCY.
13. Miscellaneous.
14. Adjournment.

ORDINANCE NO. 16-44

INTRODUCED BY: Muller, Antoskiewicz, Nickell
Co-Sponsor: Langshaw

AN ORDINANCE ACCEPTING THE BID OF CROSSROADS ASPHALT RECYCLING, INC. FOR THE 2016 ROAD SUPPLY PROGRAM AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton has advertised for bids for the 2016 Road Supply Program; and

WHEREAS: It has been determined that the bid of Crossroads Asphalt Recycling, Inc. for limestone #304, #57 and #8 picked up, and limestone #601C delivered is the lowest and best bid; and

WHEREAS: Council desires to accept this bid.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. The bid of Crossroads Asphalt Recycling, Inc. for limestone #304, #57 and #8 picked up, and limestone #601C delivered is hereby accepted as the lowest and best bid as set forth in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. The Mayor is hereby authorized to enter into a contract with Crossroads Asphalt Recycling, Inc. in a form approved by the Director of Law.

Section 3. The Service Director is hereby authorized and directed to forward a certified copy of this Ordinance to Crossroads Asphalt Recycling, Inc. and all certified checks and bonds are hereby authorized to be returned to the unsuccessful bidders.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to provide for the above equipment, material, and/or services for the 2016 Road Supply Program in the City of North Royalton.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



City of North Royalton

Mayor Robert A. Stefanik

Nick Cinquepalmi

Service Director

Service Department

440-582-3002

fax 440-582-3089

TO: Streets Committee / Steve Muller, Chairman
Larry Antoskiewicz, Vice Chair
John Nickell

FROM: Nick Cinquepalmi, Service Director

DATE: February 23, 2016

RE: 2016 Road Supplies

Please find attached the tally sheets from the February 18, 2016 bid opening for the 2016 North Royalton Road Supplies.

I am recommending placement on Council Agenda March 1, 2016 meeting that the City of North Royalton accept the following bids as the lowest and best bids for year 2016:

KOKOSING MATERIALS, INC

Cold Mix / Cold Weather, Warm Weather, Pick up & Delivery

TRI-COUNTY CONCRETE

Limestone / #304, #601D, #57, #8 Delivered

CROSSROADS ASPHALT RECYCLING, INC

Limestone / #601 C Delivered

CROSSROADS ASPHALT RECYCLING, INC

Limestone / #304, #57, #8 Picked Up

TRI-COUNTY CONCRETE

Recycled Stone / #304, #57 Picked Up

DURA MARK INC

Paint Striping / Auxiliary Traffic Marking

If there are any questions, do not hesitate to contact me. Thanks.

/aca
Encl.

c: Mayor Robert Stefanik
Laura Haller, Legislative Director
File



City of North Royalton

Mayor Robert A. Stefanik

Nick Cinquepalmi

Service Director

Service Department

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Limestone / #601 C Delivered

CROSSROADS ASPHALT RECYCLING, INC

Limestone / #304, #57, #8 Picked Up

TRI-COUNTY CONCRETE

Recycled Stone / #304, #57 Picked Up

DURA MARK INC

Paint Striping / Auxiliary Traffic Marking

If there are any questions, do not hesitate to contact me. Thanks.

/aca
Encl.

c: Mayor Robert Stefanik
Laura Haller, Legislative Director
File

ORDINANCE NO. 16-46

INTRODUCED BY: Muller, Antoskiewicz, Nickell
Co-Sponsor: Langshaw

AN ORDINANCE ACCEPTING THE BID OF KOKOSING MATERIALS, INC. FOR THE 2016 ROAD
SUPPLY PROGRAM AS THE LOWEST AND BEST BID,
AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton has advertised for bids for the 2016 Road Supply Program; and

WHEREAS: It has been determined that the bid of Kokosing Materials, Inc. for cold mix /cold weather, warm weather, pickup and delivery is the lowest and best bid; and

WHEREAS: Council desires to accept this bid.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. The bid of Kokosing Materials, Inc. for cold mix /cold weather, warm weather, pickup and delivery is hereby accepted as the lowest and best bid as set forth in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. The Mayor is hereby authorized to enter into a contract with Kokosing Materials, Inc. in a form approved by the Director of Law.

Section 3. The Service Director is hereby authorized and directed to forward a certified copy of this Ordinance to Kokosing Materials, Inc. and all certified checks and bonds are hereby authorized to be returned to the unsuccessful bidders.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to provide for the above equipment, material, and/or services for the 2016 Road Supply Program in the City of North Royalton.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



City of North Royalton

Mayor Robert A. Stefanik

Nick Cinquepalmi

Service Director

Service Department

440-582-3002

fax 440-582-3089

TO: Streets Committee / Steve Muller, Chairman
Larry Antoskiewicz, Vice Chair
John Nickell

FROM: Nick Cinquepalmi, Service Director

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CROSSROADS ASPHALT RECYCLING, INC

Limestone / #601 C Delivered

CROSSROADS ASPHALT RECYCLING, INC

Limestone / #304, #57, #8 Picked Up

TRI-COUNTY CONCRETE

Recycled Stone / #304, #57 Picked Up

DURA MARK INC

Paint Striping / Auxiliary Traffic Marking

If there are any questions, do not hesitate to contact me. Thanks.

/aca
Encl.

c: Mayor Robert Stefanik
Laura Haller, Legislative Director
File



City of North Royalton

Mayor Robert A. Stefanik

Nick Cinquepalmi

Service Director

Service Department

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/aca
Encl.

c: Mayor Robert Stefanik
Laura Haller, Legislative Director
File

City of North Royalton
2016 Grass Cutting Certifications

	Parcel Number	Name	Address	Lien
1	483-21-001	EK Online Trading LLC	11690 Akins Road	\$ 154.00
2	488-01-019	Taras Kowcz	12547 Ridge Road	\$ 154.00
3	488-23-095	Daniel Koscinski	13900 Stoney Creek	\$ 154.00

Grand Total

\$ 462.00



**DEPOSITORY AGREEMENT FOR ACTIVE,
INTERIM AND/OR INACTIVE PUBLIC FUNDS**

Agreement made as of _____, between Fifth Third Bank ("Bank") and City of North Royalton ("Depositor"). Depositor hereby confirms that it has designated Bank as a public depository of its active, interim and/or inactive deposits for the period of designation from April 1, 2016 to March 31, 2021.

ACTIVE DEPOSITS

Bank agrees to accept Active deposits during the period of designation subject to the Bank's posted rules and regulations from time to time in effect for commercial accounts. Bank agrees that the sums deposited to the credit of Depositor's Active commercial accounts may be drawn against and paid by check executed by such authorized person(s).
Bank must be notified in writing if designated person(s) change.

INTERIM AND/OR INACTIVE DEPOSITS

Whenever any Interim and/or Inactive deposits of Depositor are awarded to and accepted by the Bank pursuant to Chapter 135. of the Ohio Revised Code, the Interim and/or Inactive moneys shall be evidenced by an interest bearing account or certificate of deposit at rates agreed upon by Bank and Depositor.

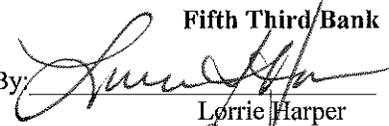
The total amount thus awarded under this agreement is \$\$10,000,000.00 which does not exceed the limitations set forth under Chapter 135 of the Ohio Revised Code, or thirty percent (30%) of the Bank's total assets.

Bank agrees to secure its obligation under this Agreement and its other obligations as a public depository of Depositor's Active, Interim, and/or Inactive deposits by depositing with Bank of New York as safekeeping agent eligible securities in the amount and in the manner required. Depositor hereby authorizes Bank on a continuing basis during the term of designation to substitute securities for those then deposited with such trustee, provided only that the securities being deposited be eligible securities having a current market value equal to or greater than the current market value of the securities for which they are to be substituted. Each such substitution may be made without prior notice to or the approval of Depositor.

Bank may charge all applicable fees assessable against depository accounts pursuant to its fee schedule currently in force or as hereafter amended.

CITY OF NORTH ROYALTON

Official: _____
Eric Dean
Title: _____
Finance Director

Fifth Third Bank
By: 
Lorrie Harper
Title: Vice President
Vice President

APPLICATION FOR DEPOSIT OF PUBLIC MONEYS

(R.C. 135.06, 135.08, 135.10)

To the City of North Royalton, Cuyahoga County, State of Ohio.

The undersigned, PNC Bank, National Association, a national banking association organized under the laws of the United States of America hereby makes application to be designated as a depository for any of your inactive and/or interim and/or active funds belonging to said City for a period of five years beginning April 1, 2016, and ending March 31, 2021. The amount is not to exceed thirty percent of the applicant's total assets of Three Hundred Fifty-One Billion, Five Hundred Two Million, Four Hundred Twenty-Nine Thousand and 00/100 Dollars (\$351,502,429,000), as revealed by the certified financial statement attached hereto.

The maximum amount of such public moneys which this applicant desires to receive and have on deposit as inactive deposits at any one time during the period covered by this designation is a total of any and all dollars, to be held.

Rate of Interest: Market Rate at time of quotations for all maturities.

The maximum amount of such public moneys which this applicant desires to receive and have on deposit as interim deposits at any one time during the period covered by this designation is a total of any and all dollars, to be held in various deposit amounts with terms and rates set at time of issuance.

The maximum of such public moneys which this applicant desires to receive and have on deposit as active deposits at any one time during the period covered by this designation is any and all dollars.

This application is accompanied by a certified financial statement of the applicant in such detail as to show the capital funds of the applicant as of the date of its latest report to the superintendent of banks or comptroller of the currency, adjusted to show any changes therein made prior to the date of the application.

Enclosed are two original copies of our Memorandum of Agreement. The terms and conditions set forth in the agreement are subject to all applicable state and federal laws and regulations. Please date and sign each copy of the agreement and return one executed copy to me.

The undersigned bank, if designated as said depository, will comply in all respects with the laws of Ohio relative to the deposit of such funds and will furnish as security for funds deposited over the amount insured by the Federal Deposit Insurance Corporation, eligible securities in accordance with Section 135.181 of the Uniform Depository Act of Ohio (Pooled Assets).

IN WITNESS WHEREOF, we have by authority of our board of directors to be signed by our Senior Vice President this 8th day of January, 2016.

PNC Bank, National Association



Kevin Grobelny
Senior Vice President

MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS

This Agreement is made on the _____ day of _____, 2016 by and between **PNC Bank, National Association**, a banking corporation under the laws of the United States, located and doing business within the State of Ohio ("Bank"), and the **CITY OF NORTH ROYALTON** ("Depositor").

Section 1. Depositor hereby designates Bank as a public depository for Depositor's active, interim and inactive deposits during the period beginning **April 1, 2016**, to and including, **March 31, 2021**.

Section 2. Bank hereby agrees:

(a) to receive for deposit, during the period of designation any funds of Depositor and to deposit said funds into the account(s) designated by Depositor and agreed to by Bank; and

(b) to furnish to the Depositor a monthly statement during any time that the Bank holds any active, interim or inactive deposits, showing the activity and balance of funds on deposit in any account for which such a statement is customarily issued; and

(c) in order to secure the performance of its obligations hereunder, to pledge and deposit with a designated trustee, at the option of the Bank, a pool of eligible securities in accordance with the provisions of Chapter 135.181 of the Ohio Revised Code; and

(d) to comply with the provisions of Chapter 135 of the Ohio Revised Code and all amendments or supplements thereto.

Section 3. Depositor hereby agrees:

(a) to be subject to the rules governing the accounts in which the Depositor's active, interim and inactive deposits are deposited; and

(b) to provide Bank the names and signatures of those persons authorized to execute drafts on and make withdrawals from the account(s) and to provide documentation evidencing such authority as the Bank may request; and

(c) that Bank may designate, as its option, the manner in which the active, interim and inactive deposits of Depositor will be secured in accordance with Chapter 135 of the Ohio Revised Code and all amendments or supplements thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF NORTH ROYALTON
(Depositor)

PNC Bank, National Association



By: _____

By: _____

Title: _____

Title: Senior Vice President

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(b) to furnish to the Depositor a monthly statement during any time that the Bank holds any active, interim or inactive deposits, showing the activity and balance of funds on deposit in any account for which such a statement is customarily issued; and

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF NORTH ROYALTON
(Depositor)

By: _____

Title: _____

PNC Bank, National Association



By: _____

Title: Senior Vice President

REPORT OF CONDITION

PNC BANK

(Including Domestic and Foreign Subsidiaries)

At the close of business on September 30, 2015

STATE OF OHIO

CUYAHOGA COUNTY

}
}SS:
}

ASSETS

(In Thousands)

Cash and balances due from depository institutions:		
Noninterest-bearing balances and currency and coin.....		\$3,830,058
Interest-bearing balances.....		34,192,811
Securities:		
Held-to-maturity securities.....		14,403,120
Available-for-sale securities.....		53,467,320
Federal funds sold and securities purchased under agreement to resell:		
Federal funds sold in domestic offices.....		386,100
Securities purchased under agreements to resell.....		1,959,675
Loans and lease financing receivables:		
Loans and leases held for sale.....		2,059,999
Loans and leases, net of unearned income.....	\$204,919,594	
Less: Allowance for loan and lease losses.....	3,236,436	
Loans and leases, net of unearned income and allowance.....		201,683,158
Assets held in trading accounts.....		3,360,703
Premises and fixed assets (including capitalized leases).....		5,026,512
Other real estate owned.....		304,348
Investments in unconsolidated subsidiaries and associated companies.....		0
Intangible assets.....		10,976,788
Other assets.....		19,851,837
TOTAL ASSETS.....		\$351,502,429

LIABILITIES

Deposits:		
In domestic offices.....		\$242,845,027
Non-interest bearing.....	\$78,474,028	
Interest-bearing.....	164,370,999	
In foreign offices, Edge and Agreement subsidiaries, and IBFs,		6,309,033
Federal funds purchased and securities sold under agreements to repurchase:		
Federal funds purchased in domestic offices.....		73,638
Securities sold under agreements to repurchase.....		2,131,405
Trading Liabilities.....		3,026,851
Other borrowed money.....		41,125,880
Subordinated notes and debentures.....		7,398,246
Other liabilities.....		9,005,010
TOTAL LIABILITIES.....		311,915,091

EQUITY CAPITAL

Perpetual preferred stock and related surplus		500,000
Common Stock.....		240,060
Surplus.....		27,834,725
Retained earnings.....		8,352,860
Accumulated other comprehensive income		698,877
TOTAL BANK EQUITY CAPITAL.....		37,626,522
Noncontrolling (minority) interests in consolidated subsidiaries		1,960,816
TOTAL EQUITY CAPITAL.....		39,587,338
TOTAL LIABILITIES AND EQUITY CAPITAL.....		\$351,502,429

The undersigned, being first duly sworn, deposes and says that he is a Vice President of PNC Bank, and that the within is a true and correct Statement of Condition of said Bank on September 30, 2015 the date of the last report to the Comptroller of the Currency, and since such time there have been no changes in the capital funds of said Bank.

PNC BANK

Kevin Grobelny
BY: Kevin Grobelny
Senior Vice President

SWORN TO before me and subscribed in my presence this November 10, 2015.



Barbara L. Rucker
BY: Barbara L. Rucker
Commission Expires: August 8, 2019



Please return one signed contract to the following address:

PNC Bank
Public Finance Dept., B7-YB13-21-4
1900 East Ninth Street
Cleveland, Ohio 44114

Or e-mail a copy to:

barbara.rucker@pnc.com

CITY OF NORTH ROYALTON
2016 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 15-102	Prior Year Encumbrances Ord.# 16-22	this Ordinance	Amendments per Ord.#16-22	Amendments this Ordinance	Total 2015 Appropriations
GENERAL FUND						
POLICE DEPARTMENT						
Personal Service	3,277,800.00					3,277,800
Contractual Services	289,678.00	1,068.69				290,747
Supply & Materials	209,733.00	1,099.34	698.00			211,530
Capital Outlay	-	4,611.64	314.87			4,927
Total Police Department	3,777,211.00	6,779.67	1,012.87	-	-	3,785,004
TRAFFIC SIGNALS						
Capital Improvement	5,000.00					5,000
Total Traffic Signals	5,000.00	-	-	-	-	5,000
ANIMAL CONTROL						
Personal Service	121,730.00					121,730
Contractual Services	6,450.00					6,450
Supply & Materials	7,950.00					7,950
Capital Outlay	200.00					200
Total Animal Control	136,330.00	-	-	-	-	136,330
FIRE DEPARTMENT						
Personal Service	503,530.00					503,530
Contractual Services	261,600.00	21,072.93	1,205.46			283,878
Supply & Materials	77,400.00	7,645.76	1,220.00			86,266
Capital Outlay	-					-
Total Fire Department	842,530.00	28,718.69	2,425.46	-	-	873,674
POLICE AND FIRE COMMUNICATIONS						
Personal Service	174,860.00					174,860
Contractual Services	645,900.00				15,200 A	661,100
Supply & Materials	-					-
Capital Outlay	2,500.00					2,500
Total Police & Fire Comm	823,260.00	-	-	-	15,200	838,460
STREET LIGHTING						
Capital Improvement	140,000.00					140,000
Total Street Lighting	140,000.00	-	-	-	-	140,000
SAFETY DIRECTOR						
Personal Service	117,650.00					117,650
Contractual Services	5,950.00					5,950
Operating Supplies	6,150.00					6,150
Capital Outlay	1,500.00					1,500
Total Police & Fire Comm	131,250.00	-	-	-	-	131,250
CEMETERY DEPARTMENT						
Personal Service	-					-
Contractual Services	23,007.00	1,650.00				24,657
Supply & Materials	148,784.00	929.00	912.00			150,625
Capital Outlay	45,000.00					45,000
Total Cemetery Department	216,791.00	2,579.00	912.00	-	-	220,282
PARKS & RECREATION DEPARTMENT						
Personal Service	324,030.00					324,030
Contractual Services	77,411.00					77,411
Supply & Materials	107,930.00	5,508.00	501.00			113,939
Capital Outlay	-	9,266.00				9,266
Total Parks & Recreation Department	509,371.00	14,774.00	501.00	-	-	524,646
PLANNING COMMISSION						
Personal Service	6,950.00					6,950
Contractual Services	4,950.00					4,950
Supply & Materials	550.00					550
Capital Outlay	-					-
Total Planning Commission	12,450.00	-	-	-	-	12,450
BOARD OF ZONING						
Personal Service	12,630.00					12,630
Contractual Services	1,000.00					1,000
Supply & Materials	700.00	53.00				753
Total Board of Zoning	14,330.00	53.00	-	-	-	14,383
BUILDING DEPARTMENT						
Personal Service	552,100.00					552,100
Contractual Services	59,200.00	3,400.00				62,600
Supply & Materials	11,250.00	582.45				11,832
Capital Outlay	23,000.00					23,000
Total Building Department	645,550.00	3,982.45	-	-	-	649,532
COMMUNITY DEVELOPMENT						
Personal Service	140,350.00					140,350
Contractual Services	19,370.00	3,274.24				22,644
Supply & Materials	1,900.00					1,900
Capital Outlay	1,000.00					1,000
Total Community Development	162,620.00	3,274.24	-	-	-	165,894

CITY OF NORTH ROYALTON
2016 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 15-102	Prior Year Encumbrances Ord.# 16-22	this Ordinance	Amendments per Ord.#16-22	Amendments this Ordinance	Total 2015 Appropriations
RUBBISH COLLECTION						
Contractual Services	1,215,216.00					1,215,216
Total Rubbish Collection	1,215,216.00	-	-	-	-	1,215,216
SERVICE BUILDING AND GROUNDS						
Personal Service	-					-
Contractual Services	105,887.00	11,794.82	281.70			117,964
Supply & Materials	20,950.00	3,203.97	333.13			24,487
Capital Outlay	500.00					500
Total Service Bldg & Grounds	127,337.00	14,998.79	614.83	-	-	142,951
MAYOR'S OFFICE						
Personal Service	291,100.00					291,100
Contractual Services	27,070.00					27,070
Supply & Materials	2,500.00					2,500
Capital Outlay	-					-
Total Mayor's Office	320,670.00	-	-	-	-	320,670
FINANCE DEPARTMENT						
Personal Service	321,800.00					321,800
Contractual Services	127,900.00		265.00			128,165
Supply & Materials	3,200.00					3,200
Capital Outlay	1,000.00	2,092.12				3,092
Total Finance Department	453,900.00	2,092.12	265.00	-	-	456,257
LEGAL ADMINISTRATION						
Personal Service	329,100.00					329,100
Contractual Services	97,650.00					97,650
Supply & Materials	10,421.00					10,421
Capital Outlay	-					-
Total Legal Administration	437,171.00	-	-	-	-	437,171
ENGINEERING DEPARTMENT						
Personal Service	147,710.00					147,710
Contractual Services	118,800.00	9,329.22	3,345.64			131,475
Supply & Materials	1,750.00					1,750
Capital Outlay	1,600.00	1,096.35				2,696
Total Engineering	269,860.00	10,425.57	3,345.64	-	-	283,631
LEGISLATIVE						
Personal Service	291,800.00					291,800
Contractual Services	38,100.00					38,100
Supply & Materials	13,500.00	2,457.50	882.00			16,840
Capital Outlay	6,000.00					6,000
Total Legislative Activity	349,400.00	2,457.50	882.00	-	-	352,740
MAYOR'S COURT						
Personal Service	127,750.00					127,750
Contractual Services	66,575.00					66,575
Supply & Materials	1,500.00					1,500
Capital Outlay	-					-
Total Mayor's Court	195,825.00	-	-	-	-	195,825
CIVIL SERVICE						
Personal Service	4,360.00					4,360
Contractual Services	13,700.00					13,700
Supply & Materials	200.00					200
Total Civil Service	18,260.00	-	-	-	-	18,260
CITY HALL BUILDING						
Personal Service	7,000.00				80,200	87,200
Contractual Services	214,400.00	423.89			610	215,434
Supply & Materials	38,000.00	32.99			400	38,433
Capital Outlay	500.00					500
Debt Service	-					-
Total City Hall Building	259,900.00	456.88	-	-	81,210	341,567
OTHER GENERAL GOVERNMENT						
Personal Services	1,000.00					1,000
Supply & Materials	255,000.00		225.00			255,225
Transfers-Out	3,165,000.00					3,165,000
Total - Other General Government	3,421,000.00	-	225.00	-	-	3,421,225
TOTAL - GENERAL FUND	14,485,232.00	90,591.91	10,183.80	-	96,410	14,682,418

CITY OF NORTH ROYALTON
2016 AMENDING BUDGET ORDINANCE

	Appropriations	Prior Year		Amendments	Amendments	Total
	per Ord. 15-102	Ord.# 16-22	this Ordinance	per Ord.#16-22	this Ordinance	2015 Appropriations
ENFORCEMENT AND EDUCATIONAL FUND #205						
Supply & Materials	25,000.00					25,000
Total - Enforcement & Education	25,000.00	-	-	-	-	25,000
DRUG LAW ENFORCEMENT FUND #206						
Supply & Materials	200.00					200
Total - Drug Law Enforcement	200.00	-	-	-	-	200
POLICE FACILITY OPERATING FUND #207						
Personal Service	779,650.00					779,650
Contractual Services	19,900.00					19,900
Supply & Materials	64,642.00					64,642
Capital Outlay	2,400.00					2,400
Total - Police Facility Operating	866,592.00	-	-	-	-	866,592
LAW ENFORCEMENT TRUST FUND #208						
Supply & Materials	5,000.00					5,000
Total - Law Enforcement Trust	5,000.00	-	-	-	-	5,000
EMERGENCY MEDICAL SERVICE LEVY FUND #209						
Personal Service	2,486,400.00					2,486,400
Contractual Services	33,000.00	6,700.00				39,700
Supply & Materials	34,800.00	1,400.00	560.00			36,760
Total EMS Levy Fund	2,554,200.00	8,100.00	560.00	-	-	2,562,860
MOTOR VEHICLE LICENSE FUND #210						
Traffic Signals	-	-	-			-
Street Repair	220,050.00	204,568.49	95,971.51			520,590
Transfers-Out	-	-	-			-
Total Motor Vehicle License Fund	220,050.00	204,568.49	95,971.51	-	-	520,590
STREET CONSTRUCTION, MAINTENANCE, & REPAIR FUND #211						
Signals & Signs						
Personal Service	-					-
Contractual Services	70,000.00	6,294.54				76,295
Supply & Materials	23,000.00					23,000
	93,000.00	6,294.54	-	-	-	99,295
Storm Sewer						
Personal Service	487,910.00					487,910
Contractual Services	60,375.00		1,036.50			61,412
Supply & Materials	183,700.00					183,700
	731,985.00	-	1,036.50	-	-	733,022
Street Reconstruction						
Supply & Materials	-					-
Capital Outlay	-		665,059.27			665,059
	-	-	665,059.27	-	-	665,059
Street Construction, Maintenance & Repair						
Personal Service	2,025,780.00				(80,200)	1,945,580
Contractual Services	169,795.00	3,423.00	325.00		(600)	172,943
Supply & Materials	440,325.00	16,474.27	5,574.90		(410)	461,964
Capital Outlay	48,200.00		858.00			49,058
Debt Service	-					-
Transfers-Out	-					-
	2,684,100.00	19,897.27	6,757.90	-	(81,210)	2,629,545
Snow Removal						
Personal Service	115,500.00					115,500
Contractual Services	11,500.00					11,500
Supply & Materials	394,500.00	290.48				394,790
Capital Outlay	-					-
	521,500.00	290.48	-	-	-	521,790
Total SCMR Fund	4,030,585.00	26,482.29	672,853.67	-	(81,210)	4,648,711
STATE HIGHWAY FUND #212						
Street Maintenance & Repair						
Operating Supplies	25,000.00					25,000
Snow & Ice Removal						
Supply & Materials	65,000.00					65,000
Total State Highway Fund	90,000.00	-	-	-	-	90,000
CITY INCOME TAX FUND #213						
Contractual Services	450,000.00					450,000
Total City Income Tax Fund	450,000.00	-	-	-	-	450,000
POLICE LEVY FUND #215						
Personal Services	1,100,000.00					1,100,000
Capital Outlay	226,069.00	18,191.48	451.00			244,711
Total - Police Levy Fund	1,326,069.00	18,191.48	451.00	-	-	1,344,711

CITY OF NORTH ROYALTON
2016 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 15-102	Prior Year Encumbrances Ord.# 16-22	this Ordinance	Amendments per Ord.#16-22	Amendments this Ordinance	Total 2015 Appropriations
FIRE LEVY FUND #216						
Personal Service	1,000,000.00					1,000,000
Total Fire Levy Fund	1,000,000.00	-	-	-	-	1,000,000
Recycling Grant Fund #217						
Contractual Services	4,000.00					4,000
Total Recycling Grant	4,000.00	-	-	-	-	4,000
OFFICE ON AGING FUND #219						
Personal Services	180,890.00					180,890
Contractual Services	11,550.00					11,550
Supply & Materials	11,530.00		48.27			11,578
Capital Outlay	-					-
Total Office on Aging Fund	203,970.00	-	48.27	-	-	204,018
COURT COMPUTER FUND #236						
Contractual Services	10,000.00					10,000
Operating Supplies	5,000.00					5,000
Capital Outlay	10,000.00	414.96				10,415
Total Court Computer Fund	25,000.00	414.96	-	-	-	25,415
COMMUNITY DIVERSION PROGRAM FUND #237						
Personal Services	15,000.00					15,000
Contractual Services	1,000.00					1,000
Operating Supplies	1,500.00					1,500
Capital Outlay	-					-
Total Community Diversion	17,500.00	-	-	-	-	17,500
ENTERPRISE ZONE FUND #239						
Contractual Services	750.00					750
Total Enterprise Zone Fund	750.00	-	-	-	-	750
YMCA SPECIAL REVENUE FUND #249						
Contractual Services	-	5,300.00				5,300
Transfers-Out	566,313.00					566,313
Total Enterprise Zone Fund	566,313.00	5,300.00	-	-	-	571,613
ACCRUED BALANCES FUND #260						
Personal Service	-				67,400	
Transfers-Out	-					
Total AB Fund	-	-	-	-	67,400	
POLICE PENSION FUND #261						
Personal Service	621,670.00					621,670
Total Police Pension Fund	621,670.00	-	-	-	-	621,670
FIRE PENSION FUND #262						
Personal Service	735,277.00					735,277
Total Police Pension Fund	735,277.00	-	-	-	-	735,277
GENERAL BOND RETIREMENT FUND #321						
Supply & Materials	25,000.00					25,000
Debt Service - Interest	471,600.00					471,600
Debt Service - Principal	1,112,035.00					1,112,035
Total General Bond Retirement	1,608,635.00	-	-	-	-	1,608,635
SPECIAL ASSESSMENT FUND #341						
Other	-					-
Debt Service	144,000.00					144,000
Total Special Assessment Fund	144,000.00	-	-	-	-	144,000
SERVICE CAPITAL FUND #430						
Capital Outlay	70,000.00					70,000
Total Rec Capital Improvement	70,000.00	-	-	-	-	70,000
RECREATION CAPITAL IMPROVEMENT FUND #431						
Recreation Capital Improvement						
Contractual Services	10,000.00				50,000	60,000
Capital Outlay	-					-
Total Rec Capital Improvement	10,000.00	-	-	-	50,000	60,000
FUTURE CAPITAL IMPROVEMENT FUND #432						
Contractual Services	-					-
Capital Outlay	-	11,673.13				11,673
Debt Service	-					-
Transfers-Out	280,000.00					280,000
Total Future Capital Improvement Fund	280,000.00	11,673.13	-	-	-	291,673

CITY OF NORTH ROYALTON
2016 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 15-102	Prior Year Encumbrances Ord.# 16-22	this Ordinance	Amendments per Ord.#16-22	Amendments this Ordinance	Total 2015 Appropriations
STORM AND SEWER DRAINAGE FUND #433						
Contractual Services	71,400.00	6,360.00		462,644		540,404
Capital Outlay	1,615,000.00	36,885.00				1,651,885
Debt Service	-					-
Transfers-Out	978,400.00					978,400
Total Storm & Sewer Drainage	2,664,800.00	43,245.00	-	462,644	-	3,170,689
FIRE CAPITAL IMPROVEMENT FUND #434						
Contractual Services	-					-
Operating Supplies	-					-
Capital Outlay	850,000.00	91,364.49	679.02			942,044
Debt Service	-					-
Transfer Out	200,000.00					200,000
Total Fire Capital Improvement Fund	1,050,000.00	91,364.49	679.02	-	-	1,142,044
ISSUE 1 - BENNETT ROAD FUND #442						
Contractual Services	-	1,366.28				1,366
Capital Outlay	-					-
Debt Service	-					-
Total Bennett Road Fund	-	1,366.28	-	-	-	1,366
WATER MAIN FUND #445						
Contractual Services	-	56,200.00				56,200
Operating Supplies	-					-
Capital Outlay	765,000.00					765,000
Total Water Main Fund	765,000.00	56,200.00	-	-	-	821,200
ISSUE 1 - SPRAGUE ROAD FUND #451						
Contractual Services	-	2,108.55		38,400		40,509
Capital Outlay	-					-
Debt Service	-					-
Total YMCA Capital Imp Fund	-	2,108.55	-	38,400	-	40,509
WASTEWATER TREATMENT FUND #551						
Sanitary Sewer Treatment						
Personal Services	1,181,900.00					1,181,900
Contractual Services	2,846,350.00	96,842.59	7,933.00			2,951,126
Supply & Materials	248,900.00	3,600.64	6,969.67			259,470
Capital Outlay	798,000.00	721.00	3,600.00			802,321
Transfer-Out	-					-
Compost Facility						
Personal Services	-					-
Contractual Services	30,100.00					30,100
Supply & Materials	500.00					500
Capital Outlay	-					-
Total Wastewater Treatment Fund	5,105,750.00	101,164.23	18,502.67	-	-	5,225,417
WASTEWATER MAINTENANCE FUND #552						
Personal Service	803,800.00					803,800
Contractual Services	164,050.00		3,000.00			167,050
Supply & Materials	159,450.00	584.55	147.86			160,182
Capital Outlay	30,000.00					30,000
Debt Service	45,380.00					45,380
Total WW Maintenance Fund	1,202,680.00	584.55	3,147.86	-	-	1,206,412
WASTEWATER DEBT SERVICE FUND #553						
Debt Service	1,387,063.00					1,387,063
Total WW Debt Service Fund	1,387,063.00	-	-	-	-	1,387,063
WASTEWATER REPAIR AND REPLACEMENT FUND #555						
Capital Outlay	874,000.00	344,947.83				1,218,948
Transfers-Out	300,000.00					300,000
Total WW Repair & Replacem't	1,174,000.00	344,947.83	-	-	-	1,518,948

CITY OF NORTH ROYALTON
2016 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 15-102	Prior Year Encumbrances Ord.# 16-22	this Ordinance	Amendments per Ord.#16-22	Amendments this Ordinance	Total 2015 Appropriations
IMPROVEMENT HOLDING FUND #763						
Refunds	200,000.00					200,000
Total Improvement Holding Fund	200,000.00	-	-	-	-	200,000
OHIO BOARD OF BUILDING STANDARDS FUND #764						
Other	2,000.00					2,000
Total OBBS Fund	2,000.00	-	-	-	-	2,000
BUILDING CONSTRUCTION BOND FUND #766						
Transfer	-					-
Other	75,000.00					75,000
Total Bldg. Construction Bond	75,000.00	-	-	-	-	75,000
OFFICE ON AGING DEPOSITS FUND #768						
Other	3,000.00					3,000
Total Office on Aging Deposits	3,000.00	-	-	-	-	3,000
UNCLAIMED FUNDS #769						
Other	5,000.00					5,000
Total Unclaimed Funds	5,000.00	-	-	-	-	5,000
FUND TOTALS	42,974,336.00	1,006,303.19	802,397.80	501,044	132,600	45,416,681



Energy Management Agreement

This Energy Management Agreement (this "EMA"), entered into on June 1, 2016 (the "Effective Date"), is made by and between EnerNOC, Inc., located at One Marina Park Drive, Suite 400, Boston, MA 02210 ("EnerNOC"), and City of North Royalton, located at 14600 State Road, North Royalton, OH 44133 ("Customer"). EnerNOC and Customer are referred to herein collectively as the "Parties" and each individually as a "Party" to this EMA.

1. **Solutions.** This EMA is a master agreement between the Parties and sets forth the terms and conditions that will govern the rights, responsibilities, and obligations of the Parties with respect to the provision of the solutions (the "Solutions"), the scope of which are described in the applicable statements of work attached hereto (each a "SOW" and together with this EMA, the "Agreement"). EnerNOC will provide the Solutions in accordance with the Agreement and the applicable SOW. Each time Customer desires to procure any of the Solutions from EnerNOC, EnerNOC and Customer will execute a SOW that specifies, among other things, a description of the Solutions to be provided, the compensation for those Solutions, and any other details related to the engagement.
2. **Use and Access License.** For the duration of the term of any duly executed SOW, EnerNOC grants to Customer a limited, revocable, non-transferrable (except as set forth herein) and non-exclusive right to use and access (including through remote means) the Solutions solely for Customer's internal business operations and subject to the terms of this EMA and the applicable SOW. Without limiting the terms of the Agreement, Customer agrees not to decompile, disassemble, reverse engineer or otherwise attempt to perceive the source code relating to the Solutions or any web-based portal relating thereto or assign, sublicense, sell, resell, lease or otherwise transfer, convey, or pledge as security or encumber, any right in the Solutions. Except as expressly permitted herein, Customer agrees that it shall not receive any right, title or interest in, or any license or right to use or access, the Solutions or any patent, copyright, trade secret, trademark or other intellectual property rights therein by implication or otherwise.
3. **Term.** This EMA shall commence on the Effective Date and continue until terminated in accordance with the terms herein (the "Term").
4. **Confidentiality.**
 - a. **Nondisclosure to Third Parties.** In providing the Solutions under the Agreement, each Party will be exposed to certain Confidential Information (as hereinafter defined) of the other Party. Each Party on its own behalf and on behalf of its employees, contractors and agents (collectively, "Representatives") agrees not to, except as required by applicable law or regulation or in accordance with this EMA, use or disclose such Confidential Information without the prior written consent of the other Party, either during or after the Term. To protect Confidential Information, each Party agrees to: (i) limit dissemination of Confidential Information to only those Representatives having a "need to know"; (ii) advise each Representative who receives Confidential Information of the confidential nature of such information; and (iii) have appropriate agreements, policies and/or procedures in place with such Representatives sufficient to enable compliance with the confidentiality obligations contained herein. The term "Confidential Information" means all information, including, without limitation, any trade secrets, which is disclosed, either orally or in written form, by either Party or its Representatives and shall be deemed to include: (x) any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by either Party or its Representatives which contain, reflect or are based upon, in whole or in part, any Confidential Information furnished to a receiving Party or its Representatives pursuant hereto; and (y) any information concerning the business relationship between the Parties.
 - b. **Use of Confidential Information.** Customer acknowledges that EnerNOC may receive Confidential Information of Customer from the applicable independent system/grid operator and/or utility, through data collected through the Solutions or otherwise, which may be used or disclosed by EnerNOC as necessary for the performance of the Agreement.
5. **Aggregate Data Collection and Usage.** Customer acknowledges and agrees that EnerNOC may: (i) collect, process and aggregate any data used with, stored in, or related to the Solutions, including, without limitation, end-user energy usage and demand data, and create aggregate data records ("Aggregate Data") by removing any personally identifiable information ("PII") from the underlying data; (ii) use such Aggregate Data to improve the Solutions, develop new solutions, understand actual energy usage and demand trends and general industry trends, develop white papers, reports, or databases summarizing the foregoing, and generally for any legitimate purpose related to EnerNOC's business; and (iii) share Aggregate Data with third parties or publish any reports, white papers, or other summaries based on Aggregate Data.
6. **Logo Authorization.** In connection with the Agreement, Customer hereby consents to EnerNOC's use of Customer's name and logo in EnerNOC's promotional materials, including, but not limited to, website, presentations and other printed materials. EnerNOC acknowledges that Customer is the owner of all right, title and interest in and to Customer's name and logo and shall not take any action that is inconsistent with such ownership.
7. **Limitation on Liability.** Except for breaches of confidentiality, EnerNOC's liability hereunder is limited to direct actual damages as the sole and exclusive remedy, and total damages under the Agreement shall not exceed \$100,000.00. In no event shall either

CONFIDENTIAL AND PROPRIETARY

Document Control #: 00112344.0



Party, its parent, officers, directors, partners, shareholders, employees or affiliates, or any contractor or subcontractor or its employees or affiliates, be liable to the other Party for special, indirect, exemplary, punitive, incidental or consequential damages of any nature whatsoever connected with or resulting from the Solutions or from performance or non-performance of obligations under the Agreement, including without limitation, damages or claims in the nature of lost revenue, income or profits, loss of use, or cost of capital, irrespective of whether such damages are reasonably foreseeable and irrespective of whether such claims are based upon negligence, strict liability contract, operation of law or otherwise.

- 8. Warranty Limitations.** IF THE SOLUTIONS BECOME OR ARE LIKELY TO BECOME THE SUBJECT OF ANY THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIM OR ACTION, ENERNOC MAY, AT ENERNOC'S SOLE OPTION, EITHER: (I) REPLACE SUCH SOLUTIONS WITH AN EQUALLY SUITABLE SOLUTION FREE OF INFRINGEMENT; (II) MODIFY OR OBTAIN A LICENSE FOR THE SOLUTIONS SO THAT THEY NO LONGER INFRINGE ON ANY RIGHTS; OR (III) AFTER ENERNOC HAS DEMONSTRATED ITS GOOD FAITH EFFORTS TO ACHIEVE THE FOREGOING WITHOUT SUCCESS, TERMINATE THE APPLICABLE SOW. EXCEPT AS PROVIDED HEREIN, THE SOLUTIONS (AND ANY SOFTWARE, HARDWARE, OR OTHER COMPONENT THEREOF) ARE PROVIDED AS IS WITHOUT ANY WARRANTY OF ANY KIND. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.
- 9. Choice of Law.** The Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio, without giving effect to choice of law rules.
- 10. Miscellaneous.** Customer may not assign any of its rights or delegate any of its performance obligations hereunder without the prior written consent of EnerNOC; except that Customer may assign the Agreement to its successor or any entity acquiring all or substantially all of the assets of Customer by providing EnerNOC with written notice promptly following the acquisition date. The Agreement, including all exhibits, attachments and SOWs, constitutes the entire agreement between Customer and EnerNOC and may only be amended in writing signed by each of the Parties. In the event of any conflict between this EMA and a SOW, the terms of this EMA shall control with respect to the applicable SOW. If any of its provisions shall be held invalid or unenforceable, the Agreement shall be construed as if not containing those provisions and the rights and obligations of the Parties hereto shall be construed and enforced accordingly. The Agreement shall be binding upon the Parties together with their successors and permitted assigns. Each Party shall be responsible for its Representatives' compliance with the Agreement. Customer shall promptly notify EnerNOC in writing of any changes occurring during the Term to the Customer address(es) set forth in this EMA.
- 11. Taxes.** Fees, costs, and expenses described in the Agreement do not include any sales, use, personal property, duty, levy, or similar governance charge, value added or good/services taxes. EnerNOC may include applicable taxes as separate items on Customer's invoice, and Customer shall be responsible to pay and/or reimburse EnerNOC for all taxes (other than taxes based on EnerNOC's income), unless Customer has provided adequate evidence of exemption upon execution of this EMA or the applicable SOW. If withholding of taxes is required by any government, Customer shall remit such taxes in accordance with applicable law, gross up the applicable payment amounts so that EnerNOC receives the full amount of fees invoiced, and provide EnerNOC with applicable evidence of withholding.
- 12. Force Majeure.** The Parties shall be excused for any failure or delay in the performance of their obligations hereunder due to acts of God or any other legitimate cause beyond their reasonable control.
- 13. Termination.** Either Party may terminate this EMA (i) in the event of the other Party's material breach of this EMA or any SOW, provided that the breaching Party fails to cure the specific breach within thirty (30) days following date of written notice from the non-breaching Party specifying the purported breach; (ii) immediately upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of the other Party's debts; or (iii) for convenience by giving the other Party sixty (60) days prior written notice; provided, however, that neither Party may terminate this EMA so long as any SOW executed by the Parties hereunder remains in effect.
- 14. Notices.** Any notices required or permitted to be given hereunder by either Party to the other Party shall be given in writing by: (i) personal delivery; (ii) bonded courier or nationally recognized overnight delivery company; or (iii) electronic mail. If notice is given by personal delivery, bonded courier or nationally recognized overnight delivery company, such notice shall be addressed to the Parties as follows (or to such other addresses as the Parties may request in writing by notice given pursuant to this Section): to EnerNOC at EnerNOC, Inc., Attn: Legal Department, One Marina Park Drive, Suite 400, Boston, MA 02210; and to Customer at City of North Royalton, 14600 State Road, North Royalton, OH 44133. If notice is sent by electronic mail, such notice shall be sent to EnerNOC at contractmanagement@enemnoc.com; and/or to Customer at ttigue@northroyalton.org.



IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this EMA by their authorized representatives as of the Effective Date.

EnerNOC, Inc.

City of North Royalton

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____



Demand Response Statement of Work

This Statement of Work (this "SOW"), entered into on June 1, 2016 (the "SOW Effective Date"), is made by and between EnerNOC, Inc., located at One Marina Park Drive, Suite 400, Boston, MA 02210 ("EnerNOC"), and City of North Royalton, located at 14600 State Road, North Royalton, OH 44133 ("Customer"). Unless otherwise defined herein, capitalized terms in this SOW shall have the meanings given to them in the Energy Management Agreement by and between the Parties effective as of June 1, 2016 (the "EMA"), the terms and conditions of which are hereby incorporated by reference.

1. **Term.** This SOW shall commence on the SOW Effective Date and continue until 5/31/2021, unless earlier terminated in accordance with the terms herein (the "SOW Term"). Notwithstanding the foregoing, if Customer is enrolled in a Program (as defined below) with a Program Period (as defined in the Program Rule Attachment(s) attached hereto) that would otherwise extend beyond the SOW Term, then the SOW Term with respect to such Program shall be extended until the end of such Program Period.
2. **Enablement.** If required by EnerNOC for Customer's use and access to the Solutions, Customer shall, within twelve (12) days following execution by the Parties of this SOW, provide EnerNOC with reasonable access to install an EnerNOC site server ("ESS") that allows for Internet-based power metering, data collection, near real-time data communication, and Internet-based reporting and analytics for each Customer facility address identified on the Site Address Attachment attached hereto (each a "Site Address"). Customer agrees to collaborate with EnerNOC in a timely manner in testing, enabling and maintaining the installed ESS, the Solutions, and any other components of the EnerNOC system ("EnerNOC System"). If required for any Site Address(es), as determined solely by EnerNOC and indicated on the Site Address Attachment, the Parties shall execute an EnerNOC System enablement plan ("Enablement Plan") for such Site Address(es), the terms of which shall be attached to this SOW.
3. **Demand Response Solutions.** EnerNOC agrees to provide Customer with the following Solutions at each Site Address:
 - a. **Demand Response.** EnerNOC will manage Customer's participation in the demand response programs further described in the Program Rule Attachment(s) attached hereto ("Programs") by:
 - working with Customer to develop an appropriate energy curtailment plan for Customer's business;
 - working with Customer to facilitate necessary air regulatory filings on Customer's behalf as required by federal or national law, as applicable, in order to utilize on-site generation in connection with Customer's participation in the Program(s);
 - registering Customer's Accepted Capacity (as defined in the Program Rule Attachment(s));
 - managing Customer's curtailable electrical capacity in the Programs and upon notification by EnerNOC and acceptance by Customer, provide real-time support to Customer during demand response events ("Demand Response Events");
 - reconciling all Program payments;
 - enabling data transfer, monitoring and reporting of meter data through the EnerNOC System and providing technical assistance, maintenance, repair and hosting of the EnerNOC System; and
 - as necessary, coordinating with Customer's host utility to capture kilowatt-hour (kWh) pulses from Customer's primary utility meter to provide Customer near real-time, Internet-enabled power monitoring.
4. **Payments.**
 - a. **Enablement Fee.** For each Site Address, Customer shall pay to EnerNOC a one-time enablement fee equal to the following (the "Enablement Fee"):
 - i. If the Site Address does not have an associated Enablement Plan, then the Enablement Fee shall be the amount set forth opposite each Site Address on the Site Address Attachment. Such Enablement Fee is calculated according to the number of electric utility meters to be installed as listed in the Site Address Attachment. If additional meters are required to provide the Solutions herein, then the Enablement Fee shall be increased by \$5,000.
 - ii. If the Site Address does have an associated Enablement Plan, then the Enablement Fee shall be the amount agreed to in such Enablement Plan and both Parties acknowledge and agree that the Enablement Fee listed in the Site Address Attachment is a good faith best estimate only.
 - b. **Demand Response Payments.** In connection with Customer's participation in the Programs, EnerNOC shall make payments to Customer in the amounts and in accordance with the payment terms set forth in the Program Rule Attachment(s); provided that the Enablement Fee shall be amortized in equal monthly installments over the SOW Term and offset against any demand response payments owed by EnerNOC to Customer, and provided further that, upon termination or expiration of this SOW, Customer shall remit the balance, if any, of the Enablement Fee to EnerNOC within thirty (30) days following date of invoice.

CONFIDENTIAL AND PROPRIETARY

Document Control #: 00112344.0



5. Customer Support Requirements.

- a. **Representations and Warranties.** Customer holds all applicable licenses and/or permits not otherwise facilitated by EnerNOC pursuant to the Agreement that are required for the proper participation in the Program, including any local licenses and/or permits necessary to utilize on-site electric generation.
- b. **Demand Response Performance.** Customer has the intent and ability to generate and/or reduce electrical demand to achieve Accepted Capacity at each Site Address when notified by EnerNOC during Demand Response Events. Customer and EnerNOC understand that the curtailable electrical capacity identified in the Site Address Attachment does not represent Accepted Capacity and is solely the Parties' best estimate of performance and that Accepted Capacity may vary.
- c. **General Support Requirements.** Customer agrees to provide or cause to be provided to EnerNOC contact, billing and energy usage data, and facility information concerning each Site Address ("Customer Data") as is necessary to support the Solutions, including, but not limited to: (i) at least twelve (12) months of historical utility bills and supply contracts; (ii) any account/supply point data including, without limitation, account numbers, meter serial numbers, meter identifiers, and change of tenancy information; (iii) square footage, operating hours (including holiday schedules) and average occupancy for each Site Address; (iv) major heating ventilation and air conditioning equipment, lighting type used, and any other significant equipment for each Site Address; (v) a contact list for all key personnel; and (vi) a letter of authorization or such other form as may be necessary for EnerNOC to act on behalf of Customer and interface directly with Customer's utility companies. Customer (x) represents that it has the right to provide Customer Data to EnerNOC and will provide Customer Data to EnerNOC in compliance with applicable legal requirements; (y) authorizes EnerNOC to use, copy, store, modify and display Customer Data for Customer's benefit and as expressly set forth in Section 5 of the EMA; and (z) authorizes EnerNOC to access Customer Data to provide quality assurance, perform software maintenance, and deliver customer service and technical support. During the SOW Term and for thirty (30) days following expiration or termination of this SOW, EnerNOC will preserve and maintain Customer Data. Thereafter, EnerNOC will have no obligation to preserve or return any Customer Data.

6. General Terms.

- a. **Provider Limitation.** Customer agrees not to contract with any other provider of the Solutions during the SOW Term.
- b. **Payments to Utilities or Other Suppliers.** In no event shall EnerNOC or its affiliates, directors, employees and agents (collectively, the "Indemnified Parties") be responsible or liable for payment of any utility bill of Customer or any amount Customer may owe to any utility or other supplier. To the fullest extent permitted by law, Customer shall defend and indemnify, at its own expense, any third party claim against the Indemnified Parties, that arise due to any allegation that the Indemnified Parties are responsible for payment of any utility bill of Customer or a portion thereof, or any other amounts due by Customer to any utility or other supplier. In connection with the foregoing indemnification obligations, Customer shall pay reasonable legal fees as incurred and such damages or costs as are finally awarded against EnerNOC or agreed to in settlement for such claim.
- c. **Termination.** Either Party may terminate this SOW (i) in the event of the other Party's material breach of this SOW, provided that the breaching Party fails to cure the specific breach within thirty (30) days following date of written notice from the non-breaching Party specifying the purported breach; (ii) immediately upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of the other Party's debts; (iii) if the Program is materially altered, suspended or ended; or (iv) with respect to a Program in accordance with the terms set forth in the Program Rule Attachment for such Program.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this SOW by their authorized representatives as of the SOW Effective Date.

EnerNOC, Inc.

City of North Royalton

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____



Program Rule Attachment A Emergency Load Response Program

1. **Program Description.** The “Program” means EnerNOC’s enrollment and management of Customer’s Accepted Capacity (as defined below) in the PJM Interconnection (“PJM”) Emergency Load Response Program (“ELRP”). The Program enables participants to receive recurring payments for being available and reducing electricity consumption when called upon by EnerNOC to do so.
2. **Program Rules.** The Program terms and conditions are summarized in the table below:

<i>Program Availability and Enrollment</i>	<p>Customer has the ability and intent to respond to Demand Response Events called by EnerNOC for (i) the period of June 1 – September 30 (the “Peak Program Period”) during non-holiday weekdays from 12:00PM to 8:00PM (Eastern Prevailing Time) during the delivery year as defined in the ELRP terms and conditions (“Delivery Year” or “Program Period”), and (ii) if applicable, the following additional off-peak Program products in which Customer may be enrolled (each an “Off-Peak Program Period”):</p> <ol style="list-style-type: none"> 1. Extended DR Product (“XDR”): 10:00AM to 10:00PM (Eastern Prevailing Time) during all days for the period of June 1 – October 31, as well as the following May of a Delivery Year, excluding Peak Program Period hours; or 2. Annual DR Product (“ADR”): 10:00AM to 10:00PM (Eastern Prevailing Time) during all days for the period of June 1 – October 31, as well as the following May of a Delivery Year and 6:00AM to 9:00PM (Eastern Prevailing Time) for the period of November 1 – April 30 of a Delivery Year, excluding Peak Program Period hours. <p>PJM may call Demand Response Events outside the Peak Program Period and Off-Peak Program Period; Customer’s performance during such Demand Response Events will not impact Capacity Payments (as defined below), but will be included in Customer’s Energy Payments (as defined below).</p> <p>Customer authorizes EnerNOC to enroll Customer in any product offered by PJM in ELRP during the SOW Term. Before the start of each Delivery Year in June, EnerNOC will provide Customer with an annual enrollment notification email that provides confirmation of enrollment in the Program, the applicable product(s) in which Customer will be enrolled, the applicable PJM market clearing price, the applicable lead time notification window and any additional relevant terms for the given Delivery Year.</p>
<i>Event Trigger</i>	<p>EnerNOC will initiate Demand Response Events during PJM defined system events and in accordance with ELRP terms and conditions.</p>
<i>Advanced Notification</i>	<p>EnerNOC will use commercially reasonable efforts to provide Customer with advanced notification of a Demand Response Event in accordance with ELRP terms and conditions, which is currently between thirty (30) and one hundred twenty (120) minutes.</p>
<i>Testing Requirement</i>	<p>If Customer is not called to respond to a Demand Response Event during the Peak Program Period, or if applicable, the Off-Peak Program Period, EnerNOC will conduct a test event (a “Test Event”) during either the Peak Program Period or, if applicable, the Off-Peak Program Period; provided that should a Test Event occur during the applicable Program Period prior to a Demand Response Event during the same Program Period, such Test Event shall not contribute to Customer’s Paid Capacity as defined in Section 3 below.</p>
<i>Underperformance Adjustment</i>	<p>In the case of:</p> <ol style="list-style-type: none"> (i) Demand Response Event(s) during the Peak Program Period, (ii) any Demand Response Event(s) spanning both the Peak Program Period and any period outside of the Peak Period, or (iii) in the absence of any Demand Response Event(s) entirely or partially during the Peak Period, a Test Event <p>the “Underperformance Adjustment” will equal (a) Customer’s average MW shortfall for all Demand Response Events described in cases (i) and (ii) above or, if applicable, the Test Event described in case (iii) above, multiplied by (b) Customer’s Capacity Payment Rate (as defined below).</p>



	In the case of each Demand Response Event occurring entirely during the Off-Peak Program Period, if applicable, the "Underperformance Adjustment" will equal (a) Customer's MW shortfall, multiplied by (b) 1/52, multiplied by (c) the applicable PJM market clearing price for the relevant product.
--	--

The foregoing reflects the current terms and conditions of the Program, which terms and conditions may change from time to time during the SOW Term. In the event PJM amends, supplements or modifies the terms or conditions of the ELRP, or any current or future product offered in the ELRP, in any way, EnerNOC reserves the right to amend the Program terms set forth herein by providing written notice to Customer and with no further act required by EnerNOC or Customer.

3. **Paid Capacity.** "Paid Capacity" will be Customer's Accepted Capacity, less Customer's MW shortfall, if any, as described in the Underperformance Adjustment definition of Section 2 above.
 - a. **Accepted Capacity.** "Accepted Capacity" shall represent the best estimate of Customer's expected curtailment based on analysis of consumption data and pre-enrollment testing. Customer agrees that the Accepted Capacity may be adjusted by EnerNOC in the future to reflect: Customer's actual performance, changes in facility operations, Program and/or ELRP rules, applicable regulations, Customer's PLC applicable to each Program Period, and/or other relevant information, including availability of capacity.
4. **Payments.**
 - a. **Payments to Customer.**
 - i. **Capacity Payments.** Subject to Section 4(a)(iii) below, EnerNOC will pay Customer a Capacity Payment Rate multiplied by Paid Capacity ("Capacity Payments"). The "Capacity Payment Rate" shall be 50.00% of the established PJM market clearing price obtained by EnerNOC for the applicable product(s).
 - ii. **Energy Payments.** In months when one or more Demand Response Events are called, EnerNOC will pay Customer 75.00% of the energy payments available from PJM to EnerNOC in connection with Customer responding to a Demand Response Event when notified by EnerNOC ("Energy Payments").
 - iii. **Underperformance.** In the event Customer underperforms or fails to perform during a Test Event(s) or Demand Response Event(s), Customer's Capacity Payments will be reduced by the applicable Underperformance Adjustment set forth above and such Underperformance Adjustment, if any, shall be offset against EnerNOC's payments to Customer. In no event shall Customer be required to return previously distributed payments to EnerNOC, provided, however, that EnerNOC will reduce Customer's future payments to account for any Underperformance Adjustment and that the portion, if any, of such Underperformance Adjustment that exceeds EnerNOC's payments to Customer for a given Delivery Year may be carried over by EnerNOC to subsequent Delivery Years.
 - b. **Payment Timing.** EnerNOC shall make all payments associated with Customer's participation in the Program to Customer on a quarterly basis, and such payments shall be made within forty-five (45) days of EnerNOC's receipt of total payment from PJM. However, in no event shall EnerNOC be responsible for payments to Customer if PJM defaults on its payments to EnerNOC.
5. **Miscellaneous.**
 - a. **Termination.** In the event that capacity is not available in the Program for a given Delivery Year, EnerNOC may reduce Customer's Accepted Capacity to zero (0) and/or terminate this Program Rule Attachment.
 - b. **Curtailment Service Provider.** Customer hereby designates EnerNOC as its exclusive agent to manage its participation in the Program.



**Site Address Attachment
Site Addresses**

Site Name	Site Address	Enablement Fee	# of Electric Utility Meters	Enablement Plan Required (Yes/No)?	Demand Response Program Attachment	Estimated Capacity (kW)
City of North Royalton - 11675 W Royalto	11675 W Royalton Road North Royalton, OH 44133	\$0	0	No	A	318

February 29, 2016

RE: Customer Usage Information Authorization

To Whom It May Concern:

Customer Name hereby authorizes its energy distribution companies (“EDC”) listed on the attached to release its commodity usage information, including hourly or sub-hourly usage history, EDC loss factors, and peak load contribution assignments for the current and the upcoming delivery year, to EnerNOC, the software service provider (“SSP”) which may be retained by Customer to act on its behalf. The SSP is authorized to make arrangements for purchase of KYZ Pulse Initiators and installation of load control devices at facilities listed below.

1. Customer hereby advises SSP that all information obtained pursuant to this Authorization to be confidential and not be divulged to any third party, except as required to provide software solutions.
2. This Authorization shall terminate 60 months from the date of authorization.
3. The undersigned affirms that he/she has authority to execute this Authorization on behalf of Customer, and this Authorization to be effective as of the date written below.

Company Name: City of North Royalton
Mail Address: 14600 State Road
City, State ZIP: North Royalton, OH 44133

Contact Name:
Title:
Phone:
Email:
Fax:

Signature: _____ Date: _____

Attachment A-1

Service Account Number	Service Address	EDC
08005878451030000510	11675 West Royalton Road North Royalton, OH 44133	Cleveland Electric Illuminating Company



City of North Royalton

Mayor Robert A. Stefanik

Nick Cinquepalmi

Service Director

Service Department

440-582-3002

fax 440-582-3089

TO: Streets Committee / Steve Muller, Chairman
Larry Antoskiewicz, Vice Chair
John Nickell

FROM: Nick Cinquepalmi, Service Director

DATE: February 17, 2016

RE: **State Purchase Truck – ORD 15-44**

A Change Order in the amount of **\$4,603.53** has been received of the Service Department. This additional work is the result of unforeseen replacements on the dump body provided by the City.

I am requesting placement on Council Agenda March 1, 2016 meeting that the City of North Royalton accept the following change order.

If there are any questions, do not hesitate to contact me. Thanks.

/aca

Encl.

c: Mayor Robert Stefanik
Laura Haller, Legislative Director
File

CHANGE ORDER # 1

PROJECT: Plow and Dump body on 3 Single Axels

CONTRACT NO.

PROJECT NUMBER

CONTRACTOR: Concord Road Equipment

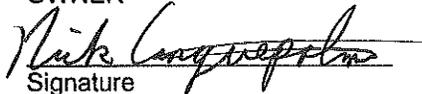
<u>CHANGES ORDERED:</u>	<u>+/- Change (\$)</u>
One (1) truck had spinner motor, spinner disc and related hoses Replaced on provided dump body	
Three (3) trucks added poly fender kit and 45 ton rigid pintle hook	+\$4,603.53

TOTAL CHANGE: \$4,603.53

<u>SUMMARY</u>	<u>DOLLARS</u>
Original Contract Total:	\$165,964.61
Net Change Previously Authorized:	
Net Change, This Change Order # :	\$4,603.53
New Authorized Total:	\$170,568.14

NOTE: A. The aforementioned changes, and the work affected thereby, are subject to all contract stipulations and covenants;
B. The rights of the Public Agency are not prejudiced; and
C. All claims against the Public Agency which are incidental to, or as a consequence of, the above changes are satisfied.

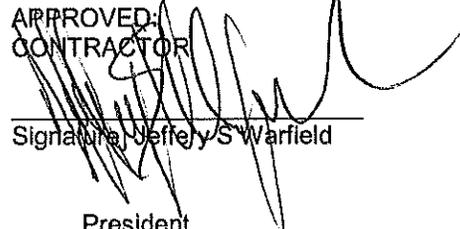
APPROVED:
OWNER


Signature

SERVICE DIRECTOR
Title

2-17-16
Date

APPROVED:
CONTRACTOR


Signature Jeffrey S Warfield

President
Title

2/17/16
Date

214.08 FEES IN THE BUILDING AND HOUSING CODE

(b) Commercial (Non-Residential) Building Plan Examination, Permit and Inspection Fees.

(3) The following fees shall be paid by the applicant for the occupancies and items listed below at the time an application is made and/or at the time such fees are determined, but in any event no later than at the time of issuance of the permit:

TABLE 214.08(b)(3)(A) - COMMERCIAL (NON-RESIDENTIAL) PERMIT FEES			
	NEW	ADDITIONS	ALTERATIONS
Building Permit	GA X SFCT X 0.0054 = PF	GA X SFCT X 0.0054 = PF	Value Range Table 214.08(b)(3)(C)
Electrical Permit	12% PF	12% PF	Value Range Table 214.08(b)(3)(C)
HVAC Permit	12% PF	12% PF	Value Range Table 214.08(b)(3)(C)
Plumbing Permit	12% PF	12% PF	Value Range Table 214.08(b)(3)(C)
Plan Review Fee	12% PF	12% PF	12% of PF
Certificate of Occupancy	\$100.00	\$100.00	\$50.00 (\$25.00 for reissue/reprint)
3% State Tax	3% of above total	3% of above total	3% of above total
Excessive Loads Fee	\$100.00	\$100.00	\$100 As determined by scope of work

TABLE 214.08(b)(3)(B) - COMMERCIAL (NON-RESIDENTIAL) MISCELLANEOUS PERMIT FEES		
Deck	Value Range Table 214.08(b)(3)(C)	
Electrical Permit	Value Range Table 214.08(b)(3)(C)	
Fence	Value Range Table 214.08(b)(3)(C)	
Fire Protection System	Value Range Table 214.08(b)(3)(C)	
Heating Ventilation Air Conditioning and Refrigeration (HVACR) Permit	Value Range Table 214.08(b)(3)(C)	
Miscellaneous	Value Range Table 214.08(b)(3)(C)	
Paving	Value Range Table 214.08(b)(3)(C)	
Plan Review - Resubmission due to Adjudication Order	50% of the initial Plan Review fee with a minimum fee of \$50.00	
Plan Review - Resubmission due to a Nonconformance Approval	25% of the initial Plan Review fee with a minimum fee of \$25.00	
Plumbing Permit	Value Range Table 214.08(b)(3)(C)	
Pool	Value Range Table 214.08(b)(3)(C)	
Reroof and paving	\$75.00 plus \$50 for each 5,000 sf or portion thereof above 5,000 sf.	
Right-of-way opening	\$75 per side	
Sewer	Value Range Table 214.08(b)(3)(C)	
Signs	Value Range Table 214.08(b)(3)(C)	
Storage tanks	\$150.00	
Street opening	\$150.00	
Towers/Antennas	Value Range Table 214.08(b)(3)(C) But not less than \$5,000 for a new facility and \$1,000 for alterations. \$500 annual inspection and use permit.	
Waterproofing / Water Control	Value Range Table 214.08(b)(3)(C)	

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART TWELVE PLANNING AND ZONING CODE, CHAPTER 1290 WIRELESS TELECOMMUNICATIONS FACILITIES, SECTION 1290.02 GENERAL REQUIREMENTS BY CREATING NEW PARAGRAPHS (u), (v) AND (w), DECLARING AN EMERGENCY

WHEREAS: It has been determined to be necessary to amend the Codified Ordinances of the City of North Royalton, Part Twelve Planning and Zoning Code, Chapter 1290 Wireless Telecommunications Facilities, Section 1290.02 General Requirements by creating new Paragraphs (u), (v) and (w) in order to provide for maintenance and inspections and fees for same; and

WHEREAS: Council desires to provide for these amendments.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Part Twelve Planning and Zoning Code, Chapter 1290 Wireless Telecommunications Facilities, Section 1290.02 General Requirements of the Codified Ordinances of the City of North Royalton is hereby amended by creating new Paragraphs (u), (v) and (w) which shall herein read as follows:

1290.02 GENERAL REQUIREMENTS.

(u) All wireless telecommunication facilities shall submit a maintenance plan that meets industry standards, as determined by the Building Commissioner, no later than January 1 following the grant of the conditional use permit and thereafter as required under 1290.02(v)(1).

(v) Maintenance and Inspections.

- 1) The operator, lessee, tenant, or owner of a wireless telecommunication facility shall submit a yearly maintenance plan and report to the Building Commissioner, no later than January 1, prepared by a licensed professional engineer(s) which shall verify continued compliance of the facility with all governmental requirements including, but not limited to, the structural integrity and stability of any towers or antennas, electrical safety standards, and auxiliary power source safety standards or other criteria as required or requested by the Building Commissioner.***
- 2) An annual inspection shall be conducted as directed by the Building Commissioner. The inspection shall include an assessment of the wireless communications facility and its environs. The review shall include, but not limited to, general security, landscaping, access, lighting, property maintenance, etc.***
- 3) Notice of any inspection deficiencies shall be corrected by the operator, lessee, tenant or owner of the wireless telecommunication facility within (5) five days.***

(w) Fees for alterations, upgrades, modifications, additions, inspections and new wireless communications facilities shall be administered by the Building Division as prescribed under Section 214.08.

Section 2. This Ordinance shall supersede all previously adopted ordinances in direct conflict herewith.

Section 3. Section 1290.02 of the Codified Ordinances of the City of North Royalton is hereby amended as provided for herein and all other provisions of this section shall remain in full force and effect.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to amend the Codified Ordinances of the City of North Royalton, Part Twelve Planning and Zoning Code, Chapter 1290 Wireless Telecommunications Facilities, Section 1290.02 General Requirements by creating new Paragraphs (u), (v) and (w) in order to provide for maintenance and inspections and fees for same.

