

**RESOLUTION ACCEPTING GRANT AND AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) 2022 ENERGIZED COMMUNITY GRANT (NEC) FUNDS, 2022**

WHEREAS, the County of Ashtabula, Ohio is a member of the Northeast Ohio Public Energy Council (“NOPEC”) and is eligible for one or more NOPEC Energized Community Grants for 2022 (“NEC Grant(s)”) as provided for in the NEC Grant Program guidelines; and

WHEREAS, the County of Ashtabula wishes to enter into a Grant Agreement with NOPEC, Inc. in substantially the form presented to the Board of Commissioners to receive an NEC Grant in the amount of \$21,148.00; and

WHEREAS, the grant has been reviewed and it is found that such a grant is necessary to accept a proposal from Gardiner for the Ashtabula County Public Defender Automation project which will merge the existing automation system in the Public Defender building at 22 East Jefferson St. into the existing County automation system installed by Gardiner for monitoring and scheduling by the county maintenance personnel; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the grant agreement is hereby approved in accordance with the copy now on file in this office

**Section 1:** This Board of Commissioners of the County of Ashtabula finds and determines that it is in the best interest of the County of Ashtabula to enter into the Grant Agreement to accept the NEC Grant(s) for 2022, and authorizes the Board President to execute the Grant Agreement to accept the NEC Grant(s) funds.

**Section 2:** This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

**Section 3:** This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the County of Ashtabula; wherefore, this Resolution shall be in full force and effective immediately upon its adoption and approval by the President of the Board of Commissioners of the County of Ashtabula.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

Resolution No. 2022-264

May 24, 2022

**RESOLUTION ACCEPTING GRANT AND AUTHORIZING ALL ACTIONS  
NECESSARY TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL  
(NOPEC) 2022 ENERGIZED COMMUNITY GRANT (NEC) FUNDS**

Upon the motion of Kathryn L. Whittington, seconded by Casey R. Kozlowski.

**VOTE:**

J.P. Ducro IV

Casey R. Kozlowski

Kathryn L. Whittington

Aye

Aye

Aye

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



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Lisa Hawkins, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio



# Energized Community (NEC) Grant

The **NOPEC Energized Community (NEC) Grant Program** provides grants to NOPEC member communities for energy-related projects. Established by NOPEC Inc. and NextEra Energy, the primary goal of providing funds is to help implement energy savings or energy infrastructure measures.



**NEW  
2022  
UPDATES**

## Ideas for 2022 Grant Projects

Grants can be used for government, residential, and commercial properties. Here are some examples of what you can use with your grant dollars:

- **NEW** Lease or purchase of plug-in electric vehicles
- Traffic signal upgrades
- Energy-efficient windows
- Solar-powered LED stop signs
- Energy-efficient air conditioner
- Electrical upgrades
- Generators
- Door replacement
- LED lighting upgrades
- Service garage insulation
- Energy-efficient metal roof system
- Installation of radius ceiling fans
- Energy efficient kitchen appliances

## Secure Your Grant Dollars

**Step 1:** Submit Profile — Due by June 30th

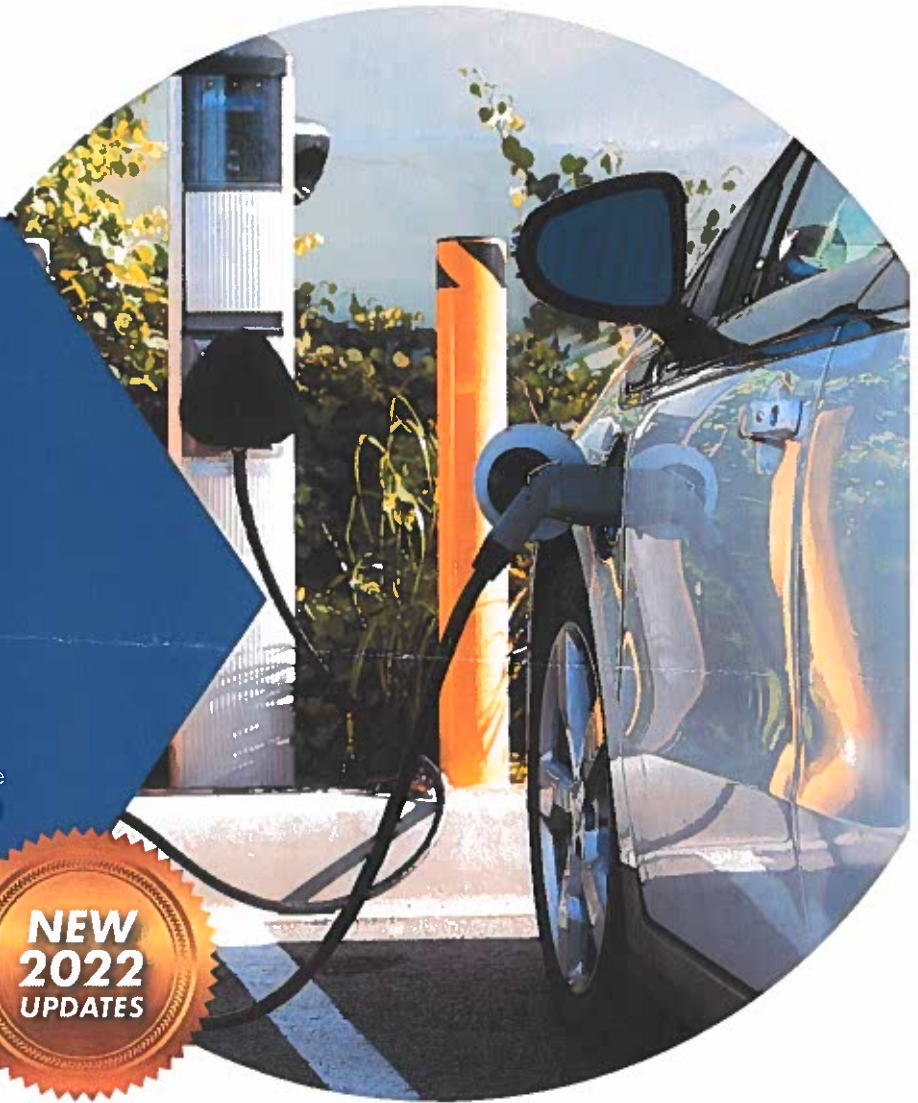
- A. Accept funds by passing community legislation
- B. Complete grant agreement

**Step 2:** Draw Funds — Due by September 30th, 2024

- A. Submit disbursement requests
- NEW** No applications required!

## Questions?

Contact Jessica Renner, NOPEC Loan and Grant Associate, at [grants@nopecinc.org](mailto:grants@nopecinc.org).



**GARDINER**

31200 Bainbridge Road  
Solon, OH 44139  
p (440) 248-3400  
f (440) 349-6980  
[www.whgardiner.com](http://www.whgardiner.com)

# PROPOSAL

**GARDINER**

 **equalis**  
GROUP

Ashtabula County – Public Defender Building Automation

ASHTABULA COUNTY COMMISSIONERS  
25 WEST JEFFERSON  
JEFFERSON, OHIO 44047

ATTN: MS. JANET DISCHER

GAC QUOTE #9538  
EQUALIS PROJECT # - SA-1052-1

DELIVERY TERMS: FOB Factory, Freight Allowed

TERMS OF PAYMENT: 1.5% 10 Day Net 30

*Tuesday, February 23, 2021*

FACTORY AUTHORIZED REPRESENTATIVE OF 

**Ashtabula County - Public Defender Building Automation**

Dear Ms. Discher

Gardiner was asked to provide a quote on merging the existing automation system in the newly purchased Public Defender building, at 22 East Jefferson St. in Jefferson, Ohio, into the existing County automation system installed by Gardiner for monitoring and scheduling by the county maintenance personnel.

**Installation Services:** – Install Tridium Integration System

Scope of work for this project will include the following:

- 1) Gardiner will provide a Tridium JACE 8000 system controller to integrate with the existing Schneider system.
- 2) All existing system hardware will be mapped into the Niagara system.
- 3) Provide all wiring, programing, and graphics development necessary to provide access to this building through the existing Ashtabula County WEB Supervisor.
- 4) The system will be checked for proper operation and operating system parameters will be set up for normal system scheduling and monitoring through the County's existing automation system.

**Total project cost complete as noted:**

**\$ 21,148.00**

**Notes:**

- Proposal is in accordance with Equalis purchasing requirements.
- All labor proposed shall be performed during normal working hours (M-F; 07:00-16:00).
- Operational sequences of the existing Schneider system are properly functioning and will not be modified by the integration of this system into the Gardiner system.
- This price includes provisions for safety under standard industry & Gardiner safety guidelines. Any special additional safety training, equipment, or processes required by your organization could affect the project scope and/or hours and may result in a price adjustment. If you have any specific safety practices or requirements, please alert your sales representative immediately so we ensure that our proposal fully meets your requirements.

**Items excluded:**

1. Network drop as required will be provided by the County
2. Repairs to existing system if required will be performed on a "Time and Material" basis.
3. Identification and removal of hazardous materials.
4. State and local taxes.
5. Electrical power service upgrades (if required) provided by district.

We are prepared to order the equipment and material and schedule the installation immediately upon receipt of your authorization to proceed. The equipment is currently available on a 4-8 week ship cycle.

**Terms and Conditions:**

Our standard terms and conditions of sale, as well as an acceptance, are attached.

Best regards,

Mark Havens  
Government Financial Solutions

## GARDINER PERFORMANCE SOLUTIONS STANDARD CONTRACT TERMS & CONDITIONS

### ACCEPTANCE

If your order is an acceptance of a written proposal, on a form provided by Gardiner Service Company LLC dba GARDINER ("GSC"), without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is GSC's offer, subject to credit approval, to provide the goods and/or work solely in accordance with the following terms and conditions of sale. Customer's acceptance of goods and/or work by GSC on this order will in any event constitute an acceptance by Customer of these terms and conditions. This proposal shall remain valid for a period of 30 days from the date of proposal.

### PAYMENT TERMS

Customer shall pay GSC's Invoices within net thirty (30) days of invoice date. GSC will invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site on a monthly basis. All amounts outstanding 10 days beyond the due date are subject to a service charge not to exceed 1.5% of the principal amount due or the maximum allowable legal interest rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by GSC in attempting to collect amounts due.

### ASBESTOS & HAZARDOUS MATERIALS

GSC's work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials").

### INDEMNIFICATION

GSC and Customer shall mutually, in proportion to their respective degree of fault, indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and /or its respective employees or agents. With respect to any claims based on facts or conditions that occurred prior to expiration or termination of this agreement, the duty to indemnify will continue in full force and effect notwithstanding expiration or early termination.

### NO-HIRE; NO-SOLICITATION

Customer hereby covenants and agrees that, without the prior written consent of the Company, he/it will not, directly or indirectly (including, without limitation, through any affiliate or related party), (for a period of two (2) years after the date hereof solicit the employment of, offer employment to or hire, any employee of the Company, or any individual whose employment with the Company ended less than one hundred eighty (180) days prior to such solicitation or offer. Customer acknowledges that in the event of a violation of the covenants contained in this Section, the Company's damages will be difficult to ascertain and the Company's remedies at law will be inadequate. Accordingly, the Customer agrees that, in addition to such remedies as the Company may have at law, the Company shall be entitled to specific performance of such covenants and to an injunction to prevent any continuing violation thereof.

### WARRANTY

GSC guarantees service work and all materials of GSC's manufacture against defects in workmanship for 365 days from date of completion of work and will repair or replace such products or components as GSC finds defective. This warranty does not include cost of handling, shipping or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system. On machinery and

materials furnished by GSC, but manufactured by others, the only warranty provided is that of the manufacturer. THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE.

### RESPONSIBILITY OF THE PARTIES/LIMITATION OF LIABILITY

Each party shall be responsible for its own acts and will be responsible, to the extent permitted by law, for all damages which arise out of this agreement and which are due to that party's own breach of contract, negligence, tort or any other theory or due to breach of contract, negligence, tort or any other theory of the party's agents, officers and employees. Notwithstanding the foregoing, in no event shall a party be liable to the other party for any special, incidental, consequential (including, without limitation, lost revenue or profits) or punitive damages. In no event shall Gardiner be liable for any damages (whether direct or indirect) resulting from mold, fungus, bacteria, microbial growth, or other contaminants or airborne biological agents. In no event Gardiner shall Gardiner's liability for damages exceed the greater of (A) the payments received by Gardiner from the Customer under this agreement or (B) the amount of insurance proceeds permitted by Gardiner's insurance carrier with respect to such claim, cause of action or proceeding.

### DISPUTES & CHOICE OF LAWS

This contract shall be deemed to have been entered into and shall be governed by the laws of the State of Ohio. All claims, disputes, and controversies arising out of or relating to this contract, shall be submitted to mediation, pursuant to the Commercial Dispute Resolution Procedures ("CDRP") of the American Arbitration Association. The mediation shall take place in Cleveland, Ohio within thirty (30) days of the date the dispute arises. If mediation is unsuccessful, the dispute shall proceed to binding arbitration, pursuant to the CDRP, in Cleveland, Ohio, no later than sixty (60) days after the mediation is concluded. Any judgement upon the arbitration award may be confirmed in any court having jurisdiction thereof. The parties agree that any party to the arbitration shall be entitled to discovery from the other party as provided by the Ohio Rules of Civil Procedure. All discovery shall be completed within (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association. Unless otherwise agreed, the arbitration shall be completed no later than six (6) months after the arbitration commenced.

### ENTIRE AGREEMENT

These terms and conditions, and the terms and conditions on the reverse side hereof, constitute the entire agreement between GSC and Customer. If there is a conflict with any other terms and conditions, these terms and conditions, together with those on the reverse side hereof, shall control. No course of dealing or performance, or prior, concurrent or subsequent understanding, agreements or representations become part of this contract unless expressly agreed to in writing by an authorized representative of GSC.

**CONTRACT AMOUNT: \$ 21,148.00**

### ASSIGNMENT

Neither GSC nor Customer may assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the other party.

\_\_\_\_\_  
CUSTOMER SIGNATURE OF ACCEPTANCE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
GSC REPRESENTATIVE

\_\_\_\_\_  
DATE