

RESOLUTION NO. 76-22
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Bill Serr ON THE
26th DAY OF September, 2022.

A RESOLUTION AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY OF CENTERVILLE TO APPLY FOR MIAMI VALLEY REGIONAL PLANNING COMMISSION GRANTS FOR LEVEL 2 ELECTRIC VEHICLE CHARGERS FOR BENHAM'S GROVE, THE GOLF CLUB AT YANKEE TRACE AND STUBBS PARK AND AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO ENTER INTO AN AGREEMENT THEREWITH.

WHEREAS, Chapter 23, Section 175 of the United States Code provides states with Federal funds to conduct the Carbon Reduction (CR) program and the funds apportioned to Ohio under 23 U.S.C. 175 are suballocated by the Ohio Department of Transportation ("ODOT") to Metropolitan Planning Organizations (MPOs) in the State; and

WHEREAS, Miami Valley Regional Planning Commission (MVRPC), an MPO has approved CR program funds and is contributing a portion of local funds for a project involving the planning, distribution, and installation of Level 2 Electric Vehicle Chargers at multiple locations throughout the MPO Area (hereinafter the "Project"), which has received Federal Highway Administration ("FHWA") approval and authorization; and

WHEREAS, the City of Centerville, Ohio, desires financial assistance under the Grant Program for assistance with the EV Chargers at Benham's Grove, the Golf Club at Yankee Trace and in Stubbs Park within the City of Centerville.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the City of Centerville City Council approves of the filing of an application for the MVRPC Grant for financial assistance for EV Chargers at Benham's Grove, the Golf Club at Yankee Trace and in Stubbs Park within the City of Centerville.

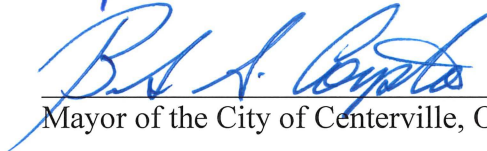
Section 2. That the City Manager and/or his designee is hereby authorized and directed to execute and file an application with MVRPC, in a form substantially similar to that set forth in Exhibit "A", incorporated herein, and to provide all information and documentation required to become eligible for possible funding assistance.

Section 3. That the City Manager is hereby authorized to take all necessary steps to seek the grant, as necessary.

Section 4. That the City Manager is hereby authorized to take all necessary steps to enter into an agreement for the grant, as necessary similar to Exhibit "B".


Section 5. That this Resolution shall take effect at the earliest date allowed by law.

PASSED THIS 26th day of September, 2022.



Mayor of the City of Centerville, Ohio

ATTEST:



Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 76-22, passed by the Council of the City of Centerville, Ohio on the 26th day of September, 2022.



Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

MVRPC LEVEL II ELECTRIC CHARGER SCREENING FORM

Proposed Site Name/Location	<u> BENHAM'S GROVE </u>
Publicly Owned Property	<input checked="" type="checkbox"/> True (Please Review Sample Agreement and information on page 2) <input type="checkbox"/> False
Power Available(*)	<input checked="" type="checkbox"/> True Utility Name <u> AES </u> <input type="checkbox"/> False (requires upgrades, fill below) <input type="checkbox"/> New electric service <input type="checkbox"/> New transformer <input type="checkbox"/> New Electric panel
Type of Property	<input type="checkbox"/> Library <input type="checkbox"/> Recreation Center <input checked="" type="checkbox"/> Park <input checked="" type="checkbox"/> Other Public Use (Specify type below) <u> GATHERING SPACE </u>
Estimated Daily Users	<u> 200 </u> Users
AADT of highest classified road within ¼ mile of site	<u> 26,483 </u> AADT (State Route 48)
Available parking spaces at site	<u> 97 </u> Parking Spaces
Number of ports requested at site	<u> 2 </u> Ports
Future expansion. How many more ports could be added in the future based on power availability and space?	<u> 2 </u> Future Ports
ADA Accessible	<input checked="" type="checkbox"/> True <input type="checkbox"/> False
Proposed site has hard pavement surface	<input checked="" type="checkbox"/> True <input type="checkbox"/> False
Proposed site is well lit	<input checked="" type="checkbox"/> True <input type="checkbox"/> False
Site Plan Attached	<input checked="" type="checkbox"/> True <input type="checkbox"/> False Attach simple site location plan indicating proposed charger location(s) and location of nearest power source

(*)A typical Level 2 charger station with 2 ports needs a 208-240 Volt, 40 Amp circuit.

Operations, Maintenance, and Reporting Costs

It is MVRPC's intention to include operations, maintenance, and reporting costs in the installation/construction contract. However because the Carbon Reduction Program is new, the feasibility is still being worked out and we do not have a definite answer at this point as to whether we will be able to cover these costs. Please review sections 9-12 in the sample agreement before answering this question.

If your community/organization had to be responsible for the operations and maintenance costs incurred over the life of the electric vehicle charger would you still be interested in participating in this program?

- True
- False

City of Centerville, Ohio

September 22, 2022

Applicant		Date
100 West Spring Valley Road	Centerville, Ohio	45458

Mailing Address	City-State	Zip Code
Kate Bostdorff	Communications Director (937) 428-4765	kbostdorff@centervilleohio.gov

Contact Person	Title	Phone	Email
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48

N Main St

427

425

414

156

725

Benham's Grove
5 min drive - work



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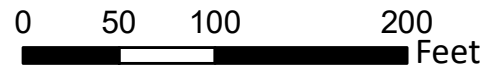
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Contact Person	Title	Phone	Email
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Neither the City of Centerville, Ohio nor its employees or officers warrant the accuracy, reliability, or timeliness of any of the data provided herein. This data is provided "as is" without warranty of any kind, and assumes no legal responsibility for its information.



1 inch = 100 feet

Legend



-  Dual Charging Station
-  Power Source (Transformer)

MVRPC LEVEL II ELECTRIC CHARGER SCREENING FORM

Proposed Site Name/Location	__THE GOLF CLUB AT YANKEE TRACE__
Publicly Owned Property	<input checked="" type="checkbox"/> True (Please Review Sample Agreement and information on page 2) <input type="checkbox"/> False
Power Available(*)	<input checked="" type="checkbox"/> True Utility Name __AES__ <input type="checkbox"/> False (requires upgrades, fill below) <input type="checkbox"/> New electric service <input type="checkbox"/> New transformer <input type="checkbox"/> New Electric panel
Type of Property	<input type="checkbox"/> Library <input checked="" type="checkbox"/> Recreation Center <input type="checkbox"/> Park <input type="checkbox"/> Other Public Use (Specify type below) __EVENT VENUE__
Estimated Daily Users	__500__ Users
AADT of highest classified road within ¼ mile of site	__13,338__ AADT (Yankee Street)
Available parking spaces at site	__150__ Parking Spaces
Number of ports requested at site	__2__ Ports
Future expansion. How many more ports could be added in the future based on power availability and space?	__2__ Future Ports
ADA Accessible	<input checked="" type="checkbox"/> True <input type="checkbox"/> False
Proposed site has hard pavement surface	<input checked="" type="checkbox"/> True <input type="checkbox"/> False
Proposed site is well lit	<input checked="" type="checkbox"/> True <input type="checkbox"/> False
Site Plan Attached	<input checked="" type="checkbox"/> True <input type="checkbox"/> False Attach simple site location plan indicating proposed charger location(s) and location of nearest power source

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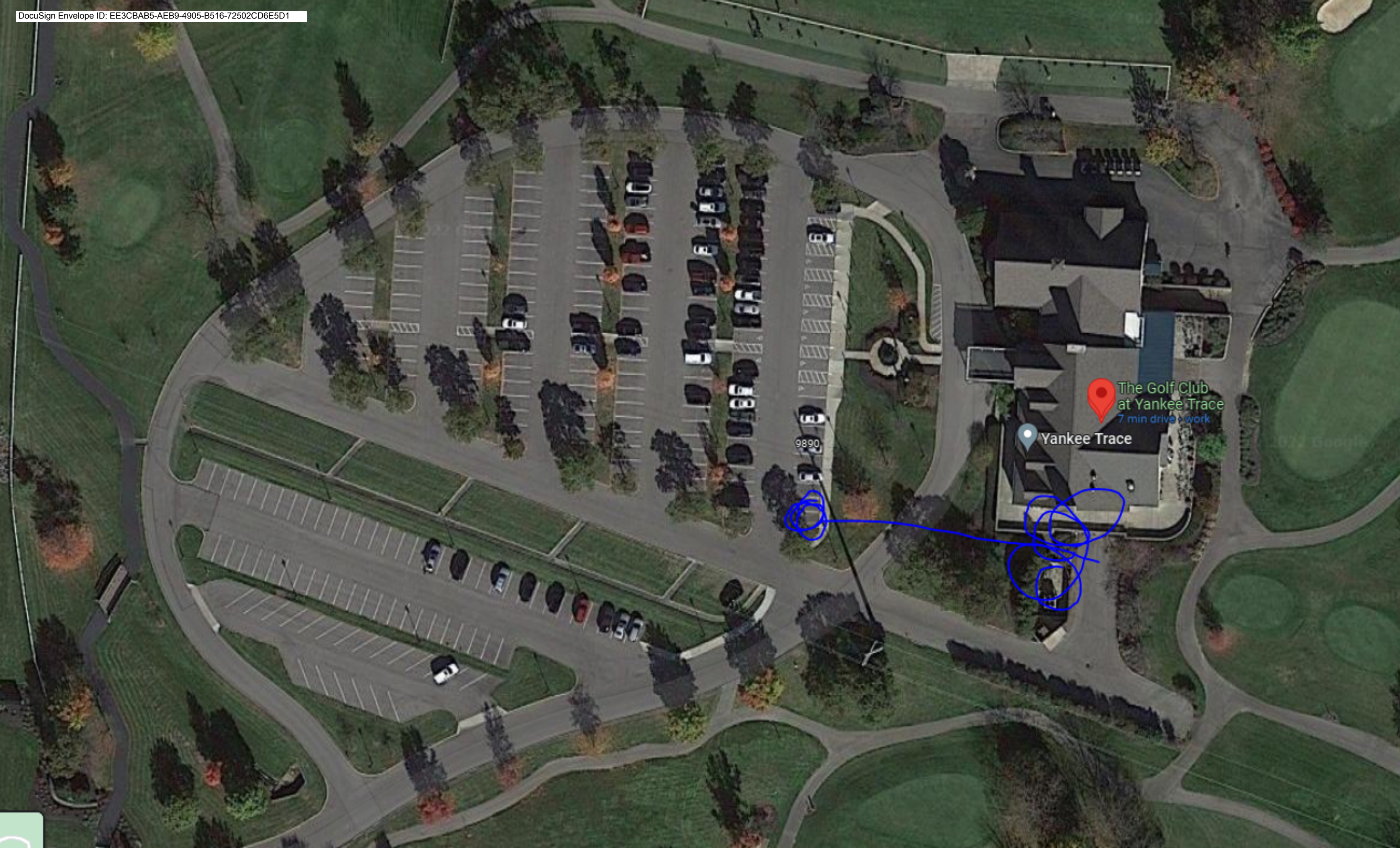
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Kate Bostdorff	Communications Director (937) 428-4765	kbostdorff@centervilleohio.gov

Contact Person	Title	Phone	Email
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The Golf Club
at Yankee Trace
7 min drive + work

Yankee Trace

9890

Electric Vehicle Charger Project Partner Agreement

THIS AGREEMENT is made effective and entered into as of the date last signed by the parties by and between the **THE CITY OF CENTERVILLE**, hereinafter referred to as the **Partner**, 100 W. Spring Valley Rd., Centerville, Ohio 45458 and the Miami Valley Regional Planning Commission, herein referred to as **MVRPC**, 10 N. Ludlow Street, Suite 700, Dayton, Ohio, 45402.

1. PURPOSE

- 1.1 Chapter 23, Section 175 of the United States Code provides states with Federal funds to conduct the Carbon Reduction (CR) program and the funds apportioned to Ohio under 23 U.S.C. 175 are suballocated by the Ohio Department of Transportation ("ODOT") to Metropolitan Planning Organizations (MPOs) in the State.
- 1.2 MVRPC has approved CR program funds and is contributing a portion of local funds for a project involving the planning, distribution, and installation of Level 2 Electric Vehicle Chargers at multiple locations throughout the MPO Area (hereinafter the "Project"), which has received Federal Highway Administration ("FHWA") approval and authorization. The Project is identified as PID _____, and named the MVRPC EV Charger Project.
- 1.3 The Partner is authorized to enter into a contract with MVRPC to administer the design, qualification of bidders, competitive bid letting, use of the improvement on local agency property, construction inspection, research, and acceptance of any projects or transportation facilities, provided the administration of such projects or transportation facilities is performed in accordance with all applicable local, state and federal laws and regulations with oversight by ODOT, specifically including Section 5501.03 of the Ohio Revised Code as to the Ohio Department of Transportation.
- 1.4 THE CITY OF CENTERVILLE owns the properties known as and located at Benham's Grove, 166 N. Main St.; The Golf Club at Yankee Trace, 10000 Yankee Street; and Stubbs Park, 255 W. Spring Valley Park; and agrees to allow use of a portion of those properties as a site for installation, operation and maintenance of electric vehicle charging stations under the Project.
- 1.5 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the Project and to establish the responsibilities for MVRPC and the Partner in administration, construction, operation and maintenance of the Project.

2. FUNDING

- 2.1 MVRPC shall use the above-mentioned federal funding and the local share that MVRPC is providing to pay for all eligible items at a rate of 100% participation to implement the Project as scoped, including all expenses associated with preliminary engineering, design, planning, construction and construction administration activities.
- 2.2 Unless otherwise agreed to in writing between the parties, Partner shall not be responsible for any costs of the development and construction of the Project, including costs related to preliminary engineering, environmental engineering, design and plans, construction contractor costs for purchase and installation of EV charging station equipment and software, site preparation, marking of parking spaces, extension of electric supply lines and connection to the charging stations.

3. NOTICE

3.1 Notice under this Agreement shall be directed as follows:

MVRPC and the Partner shall designate a point of contact for all communications associated with performance of the Project. The point of contact shall be responsive to all communications in the performance of the Project. As of the Effective Date of this Agreement, the parties designate the following contacts:

MVRPC:

Paul Arnold
MVRPC
10 N. Ludlow St. (700)
Dayton, OH 45419
parnold@mvrpc.org
(937) 223-6323

PARTNER:

Kate Bostdorff
The City of Centerville
100 W. Spring Valley Rd.
Centerville, Ohio 45458
kbostdorff@centervilleohio.gov
(937) 428-4765

4. TERM

The Term of this Agreement shall begin on the above-stated effective date and, unless otherwise terminated as provided in this Agreement, shall last for a period of five (5) years, which period shall coincide with the duration of the Project funding period with FHWA.

5. EXPIRATION AND TERMINATION PROVISIONS

5.1 This Agreement and obligation of the parties herein may be terminated by either party with thirty (30) days advance written notice to the other party. In the event of termination during construction, MVRPC shall order a cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs at the site, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as MVRPC and/or ODOT may require.

6. OBLIGATIONS/RESPONSIBILITIES OF MVRPC

6.1 MVRPC will serve as the Local Public Agency ("LPA") for the project, assuming all responsibilities to FHWA and ODOT in adherence to all requirements contained with the Locally Administered Transportation Projects Manual of Procedures. MVRPC will engage the services of any consultants and contractors necessary to perform the Project provided under this Agreement.

6.2 MVRPC will, in coordination with the Partner, assess potential sites to determine level of scope, costs, and schedule for charger installation at the identified site.

6.3 MVRPC will be responsible for:

- a. Development of detailed project scope and location identification as well as an engineer's estimate identifying all costs necessary for implementation of the Project.

- b. Development of the Plans, Specifications and Estimate (PS&E) package in accordance with ODOT Project Development Process (PDP) requirements, including:
 - Environmental (NEPA) Documentation
 - Right of Way Certification to ODOT
 - Design Plans (Consultant, proposed Design-Build)
 - Construction Specifications (Design-Build Scope)
 - Bidding Documents
 - c. Procurement and contract award for charging station equipment, electrical upgrades, and all labor necessary for proper installation
 - d. Directly or through a consultant perform construction inspection
 - e. Directly or through its Project contractor, obtain any applicable zoning and building permits, certificate of occupancy or other license, permit and approval. To the extent necessary to obtain such permit, license or approval, Partner will cooperate with MVRPC or its contractor in obtaining such permit, license or approval as may be necessary.
- 6.4 MVRPC shall provide copies of its plans, drawings, specifications for the construction and installation of the EV charging stations at Partner's site for review and acceptance,
- 6.5 MVRPC shall require of its construction contractor that it indemnify and hold harmless the State of Ohio and ODOT and that such contractor maintain those levels of liability, motor vehicle and Worker's Compensation insurance coverage that are provided in Section 107.12, of ODOT's Construction & Materials Specifications (Jan. 2019, as amended).
- 6.6 Typical construction items for which MVRPC is responsible depending on site conditions, include:
- New charging station units and associated equipment.
 - Conduit, signage at the parking spot, bollards, cable/wiring and electrical service box disconnects.
 - Concrete or asphalt addition or replacement.
 - Paint striping and stenciling of the charging station parking spaces.
 - Charging station installation labor (electrical, trenching, etc.)
 - Annual network fees for up to 5 years included in the original purchase price
 - Warranty costs for the charging equipment (at least 2 years warranty required) included in the original purchase price
 - Construction inspection
- 6.7 MVRPC shall require that its contractor or vendor cooperate with the Partner in setting up multiple pay options which users may employ to pay for any fee that may be charged for use of the EV charging stations under Section 12.
- 6.8 MVRPC or its contractor or vendor will be responsible for registering the location, hours of availability and other details about the EV charging stations in any mapping or other relevant EV charging station database.

6.9 MVRPC will ensure compliance with all federal requirements associated with project implementation, including environmental review, coordination of right of way or rights to locate on specific properties, design, contracting and reporting.

6.10 MVRPC will include provisions in its Project or construction contract requiring that routine troubleshooting of the EV charging equipment and network upgrades are included under that contract for the five (5) year useful life of the charging units.

7. OBLIGATIONS/RESPONSIBILITIES OF PARTNER

7.1 As provided in Section 8, Partner will provide access to a specific location on its property for the construction, maintenance and use of the EV charging stations for the duration of the project, which coincides with the life expectancy of the charging stations of five (5) years.

7.2 Partner will coordinate with MVRPC in:

- a. The assessment of potential sites to determine level of scope, costs, and schedule for charger installation at each identified site.
- b. The development of detailed project scope and location identification.
- c. The development of an engineer's estimate identifying all costs necessary for implementation.
- d. The certification of availability of necessary property to comply with FHWA regulations for federally funded projects.

7.3 Partner will within this Agreement grant MVRPC a right of entry onto its property to perform inspections or surveys in the planning of construction and for the full construction/installation of the EV charging station equipment at Partner's site. In the event that any additional or supplemental instrument or conveyance is needed to allow such construction as well as troubleshooting and installation of network updates, during the term of this Agreement, Partner will cooperate to provide such instrument.

7.4 Partner will allow for the installation of any additional electrical service facilities across its property which may be necessary to provide a power source to the EV charging stations at a location acceptable to Partner.

7.5 Partner will maintain public access to the EV charging stations site for no less than twelve (12) hours per day for the useful life of the equipment of five (5) years.

8. RIGHT OF ENTRY AND LICENSE

8.1 The Partner hereby grants a temporary license and permission for a Right of Entry to MVRPC, its consultants, contractors and subcontractors, and utility providers ("Agents") for entry onto the work area located at Benham's Grove, The Golf Club at Yankee Trace and Stubbs Park, for the purpose of making surveys and tests and constructing the

Project, including installation of electric vehicle supply equipment (“EVSE”), necessary site and utilities improvements to operate the EVSE.

- 8.2 This Temporary Right of Entry and License shall commence on the effective date of this Agreement and shall continue until the date of final construction completion and mutual acceptance (the “Term”), unless extended in writing pursuant to the mutual agreement of the parties hereto, at which time MVRPC and its Agents shall vacate the property.
- 8.3 Use of the Work Area and the installation of the Project shall be in compliance with the requirements of all applicable Federal, State and local laws, ordinances, rules and regulations.
- 8.4 MVRPC and its Agents shall coordinate all Improvements onsite with the designated Partner contact for the Work Area by telephone or by email.
- 8.5 MVRPC, and its Agents shall notify the Partner contact at least 72 hours prior to entry onto the Work Area, and immediately if any unusual conditions are encountered. MVRPC, or its Agents, shall provide the following information to the Partner contact at the time of notification:
 - (i) Access routes to and from the Work Area;
 - (ii) Type, size and number of vehicles and crews to be used to perform the work; and
 - (iii) Copies of all plans, drawings, permits, etc., including, but not limited to permits related to sediment and erosion control and storm-water management.
- 8.6 Any and all proposed trimming of trees, cutting of timber and/or clearing of the Work Area by MVRPC and its Agents, will be reviewed, approved and inspected by the Partner before any work is begun, to ensure that all such proposed work is permitted and within the Work Area.
- 8.7 MVRPC and its Agents shall take any and all precautionary measures to protect any sensitive and threatened or endangered species and habitats.
- 8.8 In the event that historical, cultural or archeological resources are uncovered during the course of construction, work shall be halted immediately and MVRPC shall contact State and Federal oversight agencies for guidance.

9. OWNERSHIP OF PROJECT EQUIPMENT

- 9.1 Upon completion of installation and construction EV charging station at the Partner’s site and confirmation that the equipment is fully operational, the Partner will be considered to be the owner of the charging stations and thereafter responsible for providing maintenance as covered in Section 10, including maintenance of an electric power supply.
- 9.2 Partner shall be required to maintain the charging stations at its site for a period of five (5) years. Upon the expiration of that five year period, coinciding with the expiration of this Agreement, Partner may choose to retain the equipment in place and to operate it; or choose to have the equipment removed and discontinue making the charging stations available to the public.

9.3 In the event that Partner determines to retain and operate the equipment following the expiration of the five year period, the Partner will be responsible for maintaining an agreement with a vendor for management of, receipt and disbursement of fees charges under Section 12.

10. PROJECT MAINTENANCE

10.1 23 United States Code, Section 116 requires a formal agreement with the appropriate officials of jurisdiction in which the project is located to provide for the maintenance of the PROJECT for the useful life of five (5) years, beginning from the date the facility is open to the public. The Partner shall be responsible for the maintenance of the PROJECT under this agreement. This includes the maintenance of electrical vehicle supply equipment and associated site improvements to allow for continued operation and functionality. The Partner shall also maintain public access to the site for 12 hours or more per day for the full useful life.

10.2 Maintenance under this Section shall include maintaining an electric power supply to the charging equipment and paying the costs of such electric service.

10.3 The Project will be included for review under MVRPC's annual Project Maintenance Monitoring Policy. If selected for maintenance review, MVRPC will coordinate with the Partner to perform a site maintenance review in accordance with the policy, which may result in corrective plans and action to ensure the facility continues to be functional and accessible for public utilization.

11. DATA SHARING AND REPORTING

11.1 The Partner will provide, or arrange to be provided through the Electric Vehicle Supply Equipment (EVSE) provider, usage data reports on a semi-annual basis for the five year useful life (10 total reports). For each EVSE unit installed under this agreement, the following information, in summary form, will be required:

1. Location: Site name, EVSE ID number, address, city, zip, county
2. Operational uptime (percentage)
3. Number of charge events
4. Number of unique vehicles
5. Average charge time per event (minutes)
6. Average kW per charge event
7. Total kW consumed

12. FEE STRUCTURE

12.1 The Partner shall have the right to set and collect user or convenience fees to offset costs associated with electricity supply to and maintenance of EVSE. The Partner shall not monetarily profit or direct fees collected to any other purpose.

12.2 Payment of the fee shall be available through several optional forms: web/mobile application, pay card, subscription and credit card at point of sale.

12.3 Management of the fee payment system will be handled by MVRPC's Project contractor or vendor, who shall collect the fees and disburse revenue. Details of the collection,

management and disbursement of fees will be set out in a separate written Agreement to be entered after MVRPC has awarded the Project construction contract.

12.4 The Partner may apply the revenue resources to reimbursement costs of electricity supply and costs of maintenance or repair of the charging units during the term of this Agreement.

12.5 Following the term of this Agreement, in the event that Partner chooses to retain the electric vehicle charging equipment in place and operate and manage that equipment, Partner will be required to enter into a new, separate agreement for a party to manage collection of fees and disbursement of revenue.

13 INDEMNIFICATION

13.1 MVRPC, to the extent allowable under law in the State of Ohio, and its Project contractor shall indemnify and save harmless the Partner against and from all expenses, liabilities, obligations, damages, penalties, claims, accidents, costs and expenses, including reasonable attorneys' fees paid, suffered or incurred for death or damage or injury to persons or property in whole arising out of the carelessness, negligence, or improper conduct of MVRPC or its contractor or subcontractors, its agents, servants, employees or licensees resulting from its performance of its obligations under this Agreement or its use and occupancy of the Premises. Partner's liability shall be determined in accordance with Ohio Revised Code Chapter 2744. Notwithstanding anything to the contrary in this Agreement, no party shall be required to indemnify another party from or against such other party's intentional acts or omissions or negligence.

13.2 This provision may be met by maintaining liability insurance policies as outlined in Section 107.12 of the ODOT CMS and providing to Partner copies of certificates of insurance coverage.

14. GENERAL

14.1 Neither this contract, nor any rights, duties or obligation described herein shall be assigned by either party hereto without the prior express written consent of the other party. Any change to the provisions of this agreement must be made in a written amendment executed by both parties.

14.2 This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio.

14.3 Performance by the Partner as a political subdivision of the State of Ohio and in the event that the Agreement requires the payment of money, the Agreement is subject to Section 5705.41 requiring the certification of availability of funds by the Fiscal Officer of the political subdivision.

14.4 Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

14.5. MVRPC agrees for itself and its project contractors that it is in compliance with the requirements of R.C. § 125.111.

- 14.6 MVRPC certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. MVRPC understands that failure to comply with Ohio's ethics and conflict of interest laws is grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- 14.7. MVRPC affirms that it is compliant with R.C. § 3517.13.
- 14.8 MVRPC affirms that it has read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine. MVRPC has signed and completed the Standard Affirmation and Disclosure Form and shall abide by those requirements in the performance of this Agreement and perform no services required under this Agreement outside of the United States. The Executive Order can be accessed at the following website: <https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>.
- 14.9 Pursuant to R.C. § 9.76 (B), MVRPC warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.
- 14.10 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. Signatures delivered electronically (by facsimile or electronic mail) shall be deemed originals for all intents and purposes. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.
- 14.11 While this Agreement is captioned as Partner Agreement, neither that title nor any provision of this Agreement creates any agency, partnership, employer/employee, joint venture or other relationship between the Partner and MVRPC.
- 14.12 If any term, covenant or condition of this Agreement or the application thereof to any part, person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition shall be valid and shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

MIAMI VALLEY REGIONAL PLANNING COMMISSION	MIAMI VALLEY REGIONAL PLANNING COMMISSION
By:	By:
Legal Counsel	Executive Director
Date:	Date:
PARTNER: City of Centerville, Ohio	PARTNER: City of Centerville, Ohio
By:	By:
Legal Counsel	[AUTHORIZED REPRESENTATIVE]
Date:	Date: