

Auburn Township Administration Building February 07, 2022 Page 1

Held

~~The Regular meeting of the Auburn Township Board of Trustees was called to order at 7:30 p.m. by Chairman Eugene T. McCune Jr. All Trustees were present.~~

The Pledge of Allegiance was led by Carl Schneider.

Motion by Michael S. Troyan seconded by Patrick J. Cavanagh to approve the minutes of the Regular Meeting of the Board of Trustees held on January 17, 2022. VOTE: Troyan, yes; Cavanagh, yes; McCune, yes. The motion passed.

REPORTS:

Frank Kitko, Zoning Inspector, submitted a zoning report reflecting 9 applications processed in the month of January resulting in 6 permits issued. Two were for single family dwellings. Two were applications for variance permits. Mr. Kitko reported one big zoning issue he has been facing is the installation of proper fencing around pools.

Mr. Kitko presented the proposed 2022 Zoning Application Fee Schedule.

Motion by Michael S. Troyan seconded by Patrick J. Cavanagh to accept and adopt the proposed 2022 Zoning Application Fee Schedule. VOTE: Troyan, yes; Cavanagh, yes, McCune, yes. The motion passed.

Patrick J. Cavanagh reported on the Road Department. There will be revisions made to this years' proposed road projects. The project estimates elevated due to the increase costs of asphalt, gasoline and other materials. He and Emerick Gordon will be meeting with the Geauga County Engineer to go over estimates and budget.

Michael S. Troyan reported that Prosecutor Assistant, Kristen Rine, did not say yes or no regarding the AVFD chase car qualifying for CARE funding.

Motion by Michael S. Troyan seconded by Patrick J. Cavanagh to transfer the remaining \$38,649.00 remaining in the CARES ACT account to the Auburn Volunteer Fire Department by way of a Sub-Grant Agreement for the purchase of a chase vehicle. VOTE: Troyan, yes; Cavanagh, yes; McCune, yes. The motion passed.

Eugene T. McCune Jr. gave a cemetery report and update. He is to meet with a forester to discuss selective harvesting on the portion of Shadyside proposed for expansion.

The Board discussed proposed improvements at the Auburn Community Park.

OLD BUSINESS:

The Trustees discussed new fencing at Shadyside Cemetery. Fred will look at funds available. The former Auburn Community Church's donation to the cemetery specifies the money be used to repair and maintain the monuments. A question was asked if ARPA funding could be used for fencing. Discussion was tabled until the next meeting of the Board.

NEW BUSINESS:

Trustee McCune noted franchise fees received from SuddenLink.

Motion by Michael S. Troyan seconded by Eugene T. McCune Jr. to transfer the franchise fees received in the amount of \$1,949.23 from SuddenLink Communications to the Land Acquisition and Improvement Fund. VOTE: Troyan, yes; Cavanagh, yes; McCune, yes. The motion passed.

Eugene T. McCune presented Resolution 2022-06 Grant and Agreement from NOPEC.

Motion by Eugene T. McCune Jr. seconded by Michael S. Troyan to accept and pass Resolution 2022-06 authorizing all actions necessary to accept an energizing grant award from NOPEC in the amount of \$14,594.00. VOTE: Troyan, yes; Cavanagh, yes; McCune, yes. The motion passed.

RECORD OF PROCEEDINGS
AUBURN TOWNSHIP BOARD OF TRUSTEES—REGULAR

3499

Minutes of _____

Meeting _____

BARRETT BROTHERS, PUBLISHERS, SPRINGFIELD, OHIO

Form 6101

Auburn Township Administration Building February 07, 2022 Page 2

Held _____

NEW BUSINESS (continued):

Mr. McCune presented correspondence received from the Geauga County Engineer.

Motion by Patrick J. Cavanagh seconded by Eugene T. McCune Jr. to accept Resolution 2022-07 Memorandum of Understanding between Auburn Township Trustees and the Geauga County Engineer for the application of pavement markings to various township roads, year 2022. VOTE: Troyan, yes; Cavanagh, yes; McCune, yes. The motion passed.

Motion by Patrick J. Cavanagh seconded by Michael S. Troyan to approve the Change Order submitted by the Geauga County Engineer's office reflecting an increase of \$388.70 for the 2021 Asphalt of Various Roads in Auburn Township and pay the 3rd and final invoice of \$8,265.70 to Perk Company, Inc. VOTE: Troyan, yes; Cavanagh, yes; McCune, yes. The motion passed.

The Trustees discussed a quote from Weaver Tree Company.

Motion by Patrick J. Cavanagh seconded by Michael S. Troyan to accept and contract with Weaver Tree for a total of \$3525.00 to remove pre-selected trees and stumps on Valley Road (1), Shaw Road (2), Bartholomew Road (1), and Thorpe Road (3). VOTE: Troyan, yes; Cavanagh, yes; McCune, yes. The motion passed.

PUBLIC COMMENTS:

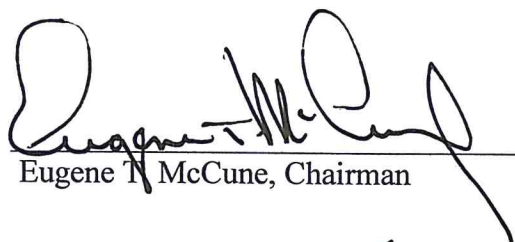
An attending guest, Mohamed, approached the Board of Trustees asking them to consider installing a cricket field at Auburn Community Park. He has worked with teams in the past and feels it would be an asset to the park. Discussion ensued.

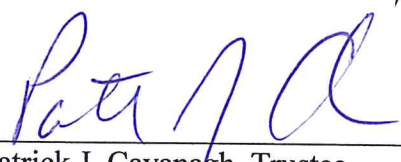
No other public comments.

ADJOURNMENT:

Motion by Patrick J. Cavanagh seconded by Michael S. Troyan to adjourn the meeting. VOTE: Troyan, yes; Cavanagh, yes; McCune, yes. The motion passed. The meeting was adjourned at 8:17 p.m.


Fredrick May, Fiscal Officer


Eugene T. McCune, Chairman


Patrick J. Cavanagh, Trustee


Michael S. Troyan, Trustee

Date

2-21-22

Revised

**ZONING PERMIT
APPLICATION FEES
Effective February 1, 2022
PROPOSED**

RESIDENTIAL ZONING CERTIFICATES

	<u>Permit Fee</u>	<u>Construction Started Before Permit Issued</u>
Single Family Dwelling	\$350.00	\$400.00 375.00 425.00
Driveway Installation/Expansion	75.00	\$125.00
Additions—exterior 0-1,199 sq ft	\$200.00	\$250.00
Additions—exterior 1,200 sq ft and over	\$325.00	\$375.00
Remodeling – Interior	\$200.00	\$250.00
Accessory Building (under 200 sq ft)	\$100.00	\$150.00
Accessory Building (200 sq ft-799 sq ft)	\$250.00	\$300.00
Accessory Building (800 sq ft-and over)	\$300.00	\$350.00
Swimming Pools (above ground), hot tubs/spas	\$ 50.00	\$100.00
Swimming Pools (in-ground), Lakes, Ponds	\$150.00	\$225.00 175.00 200.00
Fences	\$ 30.00	75.00 80.00
Other residential certificates (decks, patios, fountains, tennis courts, house demolition, etc.)	\$100.00	\$150.00
Signs Permanent R-1 & R-2	\$ 75.00	\$125.00
Temporary (up to 40 days)	\$ 50.00	\$100.00
Temporary Cond. Sign (i.e. Building Construction 180 days)	\$ 75.00	\$125.00
Subdivision (35 sq ft)	\$200.00	\$250.00
Public Facilities (Fire Station, Library, Private Schools, Meeting Hall, Recreation Facility)		
Minimum—up to 500 sq ft	\$350.00	\$400.00
Per 100 sq ft after minimum	\$ 5.00	\$ 5.00
Conditional Use (structure) (i.e. Stables, Winter Sports Facilities, Golf Courses,-Day Care, Church)		
Minimum—up to 500 sq ft	\$350.00	\$400.00
Per 100 sq ft after minimum	\$ 5.00	\$ 5.00
Conditional Use Sign	\$150.00	\$200.00
Accessory Use (Home Occupation, etc.)	\$150.00	\$200.00
Land Development Activities (see resolution definition, also including pond/lake fill-in, septic replacement, lot clearing prior to zoning permit issued)	\$100.00	\$150.00
Reissue Zoning Permit (if within 6 months of expiration)	\$100.00	\$150.00
Preliminary Construction Plan Review—After 2 reviews	\$ 25.00	
<u>Replacement of grandfathered structure</u>		
Duplex – Two family dwelling	\$700.00	\$750.00
Triplex – Three family dwelling	1,000.00	1,050.00

COMMERCIAL & INDUSTRIAL CERTIFICATES

Change of Use, Sub Lease (with no structural modifications)	\$150.00	\$200.00
New structures or modifications, interior remodeling, additions to existing use, non-residential permitted uses		
Minimum—up to 500 square feet	\$350.00	\$400.00
Per 100 square feet after minimum	\$ 5.00	\$ 5.00
Electric Vehicle Supply Equipment	\$100.00	\$150.00
Signs (150 sq ft)	\$150.00	\$200.00
Temporary Signs	\$ 75.00	\$125.00
Bill Boards	\$500.00	\$600.00
Fences	\$ 75.00	\$150.00
Parking Lot Expansion	\$ 50.00	\$100.00
Land Development Activities (see resolution definition, and also including pond/lake fill-in, septic replacement and lot clearing prior to zoning permit)	\$100.00	\$150.00

MISC. FEES

Zoning Variance	545.00 \$475.00 + expenses (including mailings, legal ads, court reporter, Consultants and any other expenses)
Multiple Cases from Same Applicant/Same Hearing	180.00 \$160.00
Conditional Use Certificate	545.00 \$475.00 + expenses (including mailings, legal ads, court reporter, Consultants and any other expenses)
Appeals Alleging Zoning Inspector Error	545.00 \$475.00 + expenses (including mailings, legal ads, court reporter, Consultants and any other expenses)
Zoning Amendment	\$ 800.00 + Expenses (including mailings, legal ads, court reporter, Consultants and any other expenses)
PBD Plan Review Prelim	\$2,000.00 + expenses (including mailings, legal ads, court reporter, Consultants and any other expenses) (Planned Business Development was removed from the Zoning Resolution)
PBD Plan Review Final	\$2,000.00 + expenses (including mailings, legal ads, court reporter, Consultants and any other expenses)
Vendor Registration	\$ 100.00 \$150 if soliciting is started before permit issued

JANUARY 2022

[illegible]

BOARD OF TRUSTEES MEETING AGENDA

Monday, February 7, 2022

REGULAR MEETING –7:30 PM



PLEDGE OF ALLEGIANCE

GUEST:

MINUTE APPROVAL:

- Regular Meeting: January 19, 2022

SCHEDULED REPORTS:

- Frank Kitko, Zoning Inspector
- Emerick P. Gordon, Township Highway Superintendent

TRUSTEE & FISCAL OFFICER REPORTS:

- Michael S. Troyan
- Patrick J. Cavanagh
- Eugene T. McCune Jr.
- Fredrick May, Fiscal Officer

OLD BUSINESS:

- WRLC Conservation Amendment / Parking lot expansion
- Quote received / Hartman Electric - \$45,261.00 / Adam Hall generator
- Quote received / Auburn Fence / Shadyside Cemetery / \$31,840.00
- AVFD request for ARPA & CARES ACT Funding

NEW BUSINESS:

- NOPEC Energizing Community Grant Agreement & Resolution 2022-06 authorizing all actions necessary to accept Grant Award / \$14,594.00
- Approve Change Order / (increased \$388.70) / Perk Company Inc. / Asphalt Resurface Various Roads 2021
- Geauga County Engineer's recommendation to pay / Perk Company Inc./ \$8,265.70
- MOU/Gauga County Engineer/Application of Pavement Markings/Shaw Rd. / \$5,500.00
- Accept new zoning maps from County acknowledging it is a map of roads and lot line ONLY.
- Weaver Tree Co. Quote / \$3,525.00
- Approve 2022 Zoning Application Fee Schedule
- Franchise Fees received / SuddenLink / \$1,949.23
- Schedule Event Dates:
 1. Senior Resident Large Item Trash Pick-Up (Thurs. & Fri., June 2nd & June 3rd)
 2. Resident Large Item Drop Off (Sat., June 4, 2022 / 8:00am – 1:00pm)
 3. Roadside Litter Pick-Up Event (Sat., April 23rd / 8:00am – noon)

SAVE THE DATE:

- 02/08/22 – BZA meeting- 7:00pm @ Administration office
- 02/10/22 – Zoning Commission meeting- 7:00pm @ Administration office
- 02/21/22 - Board of Trustees meeting – 7:30pm @ Administration office
- 02/21/22 – Presidents' Day
- 02/24/22 - Zoning Commission meeting- 7:00pm @ Administration office

INVOICE

No. 5361

2-1-22

/ /

Forsyth Gordon

☐ DAY WORK
☐ CONTRACT
☐ EXTRA

JOB PHONE

16670 Valley Rd. Remove maple \approx south of the driveway
18166 Shaw Remove 2 maples south of the drive
0749 Bartholomew Remove large - 48" DBH maple across the road
8653 Thorne Remove ash south of the drive
8736 Thorne Remove 2 pines by the drive

第700

1650

5525

375

13875

<input type="checkbox"/> Mini Loader	<input type="checkbox"/> No Cleanup	<input type="checkbox"/> Stump Grinding
<input checked="" type="checkbox"/> Aerial Lift	<input checked="" type="checkbox"/> Chip Brush	<input type="checkbox"/> Crane
	<input checked="" type="checkbox"/> Haul Logs	<input type="checkbox"/> Skidsteer
	<input checked="" type="checkbox"/> Full Cleanup	<input type="checkbox"/> Mini Skid

TOTAL MATERIALS

TOTAL LABOR

TAX

/ /

WORK ORDER BY**TOTAL AMOUNT**

\$3525

☐ **Total billing to be mailed after completion of work**

Signature _____ Date _____

**I have read the terms and conditions
and accept this proposal.**



JOE CATTELL, PE, PS
Gauga County Engineer

RECEIVED
FEB 09 2022
AUBURN TOWNSHIP

February 7, 2022

Auburn Township Board of Trustees
c/o Fredrick May, Fiscal Officer
11010 E. Washington St
Chagrin Falls, OH 44023

Re: The Asphalt Resurfacing of Various Roads
RS-AUB-V-2021
Final Invoice Payment

Dear Trustees:

Enclosed please find the documents related to the payment of pay application no.3 & final for the above referenced project.

It is the recommendation of this office that the Board approve the final adjusting change order for the project. Please approve and execute all three original copies of the supplemental agreement that amends the unit price contract for the contract based upon the work actually performed. One original copy each is for the Contractor, the Engineer's Office and the Township. The changes to the final contract amount were incidental based on the actual work performed to meet the existing site conditions. The total contract cost increased by \$388.70. Upon change order approval, we recommend payment in the amount of \$8,265.70 to Perk Company Inc.

This project is considered complete; the date of final acceptance (substantial completion) for the Maintenance Bond Period is July 31, 2021. Please schedule a time with this office for annual inspections during the Maintenance Bond Period. Any and all corrective actions will need to be completed by July 31, 2023 for surface repairs and July 31, 2024 for crack sealing. The original maintenance bond is attached.

The project material tickets, inspection reports, project affidavits and payroll reports received to date are included for your files.

Should you have any questions regarding this invoice or the items included herein, please let me know.

Sincerely,

Nicholas J. Gorris, PE
Deputy County Engineer

Enclosure
cc: File

Auburn Township, Geauga County
Change Order: No. 1 & Final
Contract # RS-AUB-V-2021
Date: January 26, 2022

Contractor: Perk Company Inc.
8100 Grand Ave., Suite 300
Cleveland, OH 44104

Project: The Asphalt Resurfacing of Various Roads

ADDITIONS:

Item No.	ODOT No.	Description of Item	Quantity	Unit	Total
2	253	Pavement Repair	10 7 CY	\$150 00	\$1,605 00
4	441	Asphalt Concrete Intermediate Course, Type 2, (448) PG64-22	15 7 CY	\$111 00	\$1,742.70
5	441	Asphalt Concrete Surface Course, Type 1, (448) PG64-22	18 0 CY	\$148 00	\$2,664 00


TOTAL ADDITIONS \$6,011.70

DEDUCTIONS:

Item No.	ODOT No.	Description of Item	Quantity	Unit	Total
1	202	Wearing Course Removed	259 0 SY	\$7 00	\$1,813 00
3	407	Non-Tracking Tack Coat	923 GAL	\$2 00	\$1,846.00
6	441	Asphalt Concrete Surface Course, Type 1, (448) PG64-22 (Driveways)	6 2 CY	\$220 00	\$1,364.00
9	617	Compacted Aggregate (RAP)	2 5 CY	\$40 00	\$100.00
14	SPEC	Mailbox Assembly, Removed and Reset	2 EACH	\$250 00	\$500 00

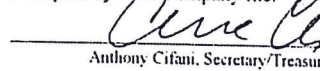
TOTAL DEDUCTIONS \$5,623.00

Recommended by Geauga County Engineer

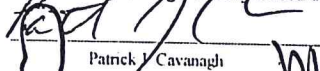


 2-7-22
Joe Cattell, PE, PS Date


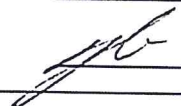
ORIGINAL CONTRACT \$244,336.10
TOTAL ADDS \$6,011.70
TOTAL DEDUCTS \$5,623.00
REVISED CONTRACT \$244,724.80

Accepted by Perk Company Inc.

 2/3/2022
Anthony Cifani, Secretary/Treasurer Date

Approved by Geauga County Board of Commissioners

 2-7-22
Patrick J. Cavanagh Date
 2/7/2022
Eugene T. McCune, Jr. Date
 02/08/22
Michael S. Troyan Date

N/A	Proposal(s) for Supplemental Work Attached
<input checked="" type="checkbox"/>	Contractor Evaluation Attached
Completed By	 2/7/2022 DATE
Checked By	 2.7.2022 DATE

JANUARY 2022

[illegible]

RESOLUTION # 2022-07

MEMORANDUM OF UNDERSTANDING
BETWEEN THE AUBURN TOWNSHIP BOARD OF TRUSTEES
AND THE GEAUGA COUNTY ENGINEER
FOR THE APPLICATION OF PAVEMENT MARKINGS
TO VARIOUS TOWNSHIP ROADS, YEAR 2022
Auburn Township, Geauga County, Ohio

WHEREAS, the public interest demands the improvement hereinafter described;

WHEREAS, approximately 2.00 miles of Township maintained roads are in need of improvement by the application of pavement markings; and

WHEREAS, the Geauga County Engineer's Office, hereinafter called "ENGINEER", improves a portion of County-maintained highways by the application of pavement markings through its annual application of pavement marking project, hereinafter called the "PROJECT"; and

WHEREAS, the public interest is best served through the cooperation of the ENGINEER and the Auburn Township Board of Trustees, hereinafter called "BOARD OF TRUSTEES", to improve the Township maintained roadways.

NOW THEREFORE, BE IT RESOLVED, by the BOARD OF TRUSTEES, Geauga County, Ohio, that:

SECTION I. The public interest demands the improvement and maintenance of the roads situated in the Township.

SECTION II. The ENGINEER has offered to be the lead agent to improve the various roads maintained by the Township.

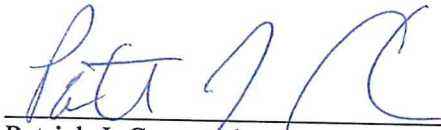
SECTION III. The BOARD OF TRUSTEES wish to participate and the funds for the reimbursement shall come from funds available to the Township to improve and repair roads and related items.

SECTION IV. The BOARD OF TRUSTEES agrees to fund the total cost of the improvements performed on the various roads maintained by the Township in conjunction with the Project. The division of funds will be based upon the centerline straight line mileage of work performed. The not to exceed cost for the Township portion which includes the allowable ten percent (10%) in excess of the estimated cost in accordance with ORC 5575.03 is \$6,050.00. Final cost will be based upon bid unit prices and actual quantities installed. Project costs in excess of the not to exceed amount will require either additional certification by the Board or a reduction in the work performed. The funds shall be reimbursed to the ENGINEER upon the completion and acceptance of the work.

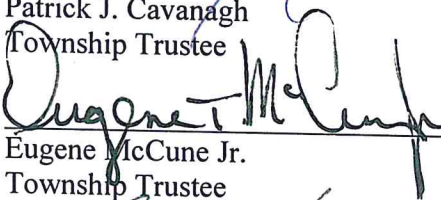
SECTION V. The ENGINEER is hereby empowered and directed on behalf of the BOARD OF TRUSTEES to enter into contracts and agreements with the lowest and most qualified bidder to complete the construction of the improvement.

BE IT FURTHER RESOLVED, that the Township Fiscal Officer is hereby instructed to transmit both original signed copies of this resolution to the ENGINEER for acceptance. Upon acceptance by the ENGINEER, one original copy will be returned to the Township.

AGREED AND APPROVED BY:



Patrick J. Cavanagh
Township Trustee

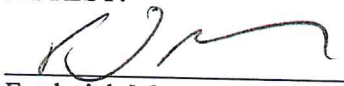


Eugene McCune Jr.
Township Trustee



Michael Troyan
Township Trustee

ATTEST:


Frederick May
Township Fiscal Officer

Date: 2-7-2022

GEAUGA COUNTY ENGINEER

The foregoing is accepted as a basis for proceeding with the improvements herein described:

AGREED AND ACCEPTED BY:

Joe Cattell, PE, PS
Geauga County Engineer

Date: _____

NOPEC 2022 ENERGIZED COMMUNITY

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into by and between NOPEC, Inc. ("Grantor"), and AUBURN TWP, GRAUGA County, Ohio ("Grantee"; "Grantor" and "Grantee," the "Parties") regarding a grant by Grantor to Grantee to be used primarily for energy efficiency or energy infrastructure updates in accordance with NOPEC Energized Community Grant criteria, guidelines and requirements ("NOPEC Policy").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Grant of Funds.** Grantor hereby grants a NOPEC Energized Community Grant ("NEC Grant") to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor ("Funds"), for the purposes set forth in Grantee's Grant Disbursement Request, as amended, and incorporated by reference into this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by Grantor for qualified use as outlined in the program policies. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All disbursements for qualified use in accordance to the program policies must be submitted by November 30, 2024. If Grantee does not request disbursements by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2022 Grant year.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2022, and shall expire on December 31, 2022, and shall be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the work completed using grant funding. Grantor reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify Grantor if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to Grantor all of its records with respect to matters covered by this Agreement, and for Grantor to audit, examine and make copies from such records. Grantee agrees to share and release all of its utility and other data with NOPEC, Inc. and Grantor and its

consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as Grantor shall require.

7. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

8. **Inability to Perform.** In the event that Grantee does not or cannot complete or perform its obligations under this Agreement, Grantee shall immediately notify Grantor in writing. Grantor, with the approval of the Committee formed to award NEC Grants (the "Committee"), and Grantee shall jointly identify amendments or suitable uses that meet NOPEC Policy.

9. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to Grantor, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

10. **Termination.**

(a) If Grantor determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, Grantor, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council ("NOPEC" or "Northeast Ohio Public Energy Council") member whose residents are receiving service from Northeast Ohio Public Energy Council's natural gas or electric aggregation program and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council's natural gas or electric aggregation program.

11. **Effects of Termination.**

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor.

(b) The Committee also may withhold final installment payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from its electric or natural gas aggregation program(s), Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

12. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement, Grantee agrees to defend Grantor and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

13. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the funding. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

14. **Miscellaneous.**

(a) **Governing Law.** The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) **Entire Agreement.** This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(d) **Notices.** All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of NOPEC, to:

Charles W. Keiper, II
President
NOPEC, Inc.
31360 Solon Road
Suite 33
Solon, OH 44139

In case of Grantee, to:

Title: AUBURN TOWNSHIP BOARD OF TRUSTEES

Name: EUGENE T. McCUNE JR.

11010 WASHINGTON STREET

AUBURN TWP., Ohio 44023

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the funding uses and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of Grantor.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement.

(i) Determinations by Grantor Final. All determinations as to eligibility of any uses of an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by Grantor and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer or other position] to take all actions with respect to the NEC Grant and this Agreement as may be required and Grantor shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and Grantor to use information about Grantee's grant(s) and work funded in any marketing they may conduct, and agrees to cooperate with Grantor in connection with such marketing.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Grant Agreement on the last date set forth below.

GRANTEE:

AUBURN TOWNSHIP _____, Ohio

Individual Authorized by Grantee's
Legislation

By: Eugene T. McCune Jr.

Title: EUGENE T. MCCUNE JR., CHAIRMAN

Date: 02/07/2022

NOPEC, INC.:

By: _____

Title: _____

Date: _____

[Signature page to NOPEC 2022 Energized Community Grant Agreement.]

**CARES ACT SUBGRANT AGREEMENT BETWEEN
AUBURN TOWNSHIP BOARD OF TRUSTEES
AND AUBURN VOLUNTEER FIRE DEPARTMENT, INC.**

This Subgrant Agreement is entered into by the **Auburn Township Board of Trustees (the Board)** and **Auburn Volunteer Fire Department, Inc. with a 10950 Washington St., Auburn Twp., Ohio 44023**. The Board and Subgrantee are sometimes collectively referred to in this Subgrant Agreement as "Parties."

For purposes of the Federal Coronavirus Aid, Relief and Economic Security Act ("CARES Act"), the U.S. Department of Treasury is the Funding Organization, with the Ohio Office of Budget and Management as the Prime Recipient of the funds. The Ohio General Assembly established a process for distributing funds from the CARES Act in House Bill 481 of the 133rd General Assembly, and later amended by HB 614 of the 133rd General Assembly. The grant award is under the authority of the 21.019 Coronavirus Relief Fund.

DEFINITIONS

As used in this document, the words and phrases set forth below shall have the following meanings:

- A. **"Grantor"** means the **Auburn Township Trustees**.
- B. **"Subgrantee"** means the **Auburn Volunteer Fire Department, Inc.**
- C. **"Financial assistance"** means all cash, reimbursements, other payments, or allocations of funds provided by Grantor to Subgrantee. All requirements in this Agreement related to financial assistance also apply to any monies, including private monies and public money, as defined in section 117.01 of the Revised Code, used by the Subgrantee to match federal, state or county funds; and
- D. **"Federal, state and local laws"** include all federal statutes and regulations, appropriations by the Ohio General Assembly, the Revised Code, uncodified law included in an Act, Ohio Administrative Code (OAC) rules, any federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments, as well as any resolutions or policies adopted by the Auburn Township Board of Trustees. Federal, state and local laws also include any Governor's Executive Orders to the extent applicable. The term "federal, state and local laws" includes all federal, state and local laws as listed in this paragraph and existing on the effective date of this Agreement as well as those federal, state and local laws that are enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Agreement.

RECITALS

WHEREAS, Grantor has requested its share of funds from the Geauga County Coronavirus Relief Distribution Fund under which “CARES Act” were disbursed to subdivisions and such funds were approved;

WHEREAS, funds received by Grantor only may be expended for allowable purposes consistent with the requirements of section 5001 of the CARES Act as described in 42 U.S.C. 601(d) and any applicable regulations;

WHEREAS, a unit of local government receiving a Fund payment may subgrant said funds to a subgrantee, including volunteer fire and rescue companies serving the residents of the local government provided that the transfer qualifies as an eligible expenditure; and

WHEREAS, Grantor is willing to grant a Subgrant of a portion of the aforementioned funds to Subgrantee upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, the parties hereto represent and agree as follows:

ARTICLE I. PURPOSE OF SUBGRANT AND SUBGRANT DUTIES

Subgranting of Coronavirus Relief Funding to provide financial assistance is permissible if (1) necessary due to the public health emergency and (2) said funds will be used to meet the eligibility criteria as required by the U.S. Department of Treasury. The purpose of this Subgrant Agreement is to establish the terms, conditions, and requirements governing the administration and use of the funds received by or used by Subgrantee pursuant to this Agreement.

ARTICLE II. RESPONSIBILITIES OF GRANTOR

Grantor agrees to:

- A. Provide funding to Subgrantee in accordance with this Subgrant Agreement, federal, state and local laws.
- B. Monitor Subgrantee to ensure the Subgrant is used in accordance with all applicable conditions, requirements, and restrictions by receiving receipts of purchases made by the Subgrantee.
- C. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funding in this agreement.
- D. Provide technical assistance and training as requested to assist Subgrantee in fulfilling its obligations under this agreement.

- E. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.

ARTICLE III. RESPONSIBILITIES OF SUBGRANTEE

Subgrantee agrees to:

- A. Ensure the funds subject to this Subgrant Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as the federal terms and conditions of the grant award.
- B. Provide Grantor information, upon request, to allow Grantor to comply with the financial reporting requirements necessary to meet its operational needs and obligations, including obligations to state and federal government.
- C. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if Grantor, the Ohio Auditor of State, any federal agency, or other entity authorized by federal, state or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Subgrant is awarded determines compliance has not been achieved.
- D. Make records available to Grantor, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.

ARTICLE IV. EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect from **February 7, 2022** through **February 11, 2022** unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VIII prior to the above termination date.
- B. In addition to Article IV, Section A, it is expressly understood by both Grantor and Subgrantee that this Subgrant Agreement will not be valid and enforceable until the Fiscal Officer for Grantor certifies pursuant to Section 5705.41 (D), Revised Code, that the amount required to meet the Grantor's obligation or, in the case of a continuing Subgrant Agreement to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the Subgrant Agreement is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

ARTICLE V. AMOUNT OF GRANT/PAYMENT

- A. This subgrant is in the total amount of **Thirty Eight Thousand, Six Hundred Forty-Nine and 00/100 Dollars (\$38,649)**.
- B. Payment will be made to Subgrantee by Grantor in one (1) payment.

- C. Subgrantee understands that availability of funds is contingent upon the availability of CARES Act Funds granted to Grantor.
- D. Subgrantee understands and agrees that the subgrant award may only be used for expenditures that:
1. Are a necessary expense incurred due to the public health emergency with respect to COVID-19;
 2. Were not accounted for in Subgrantee's budget approved for fiscal years 2020, 2021 and 2022; and
 3. Were incurred or will be incurred during the period that begins March 27, 2020 and ends on February 11, 2022.
- E. As a subrecipient of federal funds, Subgrantee hereby specifically acknowledges its obligations relative to the funds provided under this Subgrant Agreement pursuant to OMB Circulars A-110 (2 CFR 215), A-21 (2 CFR 220), A-122 (2 CFR 230), A-87 (2 CFR 225), A-102, as applicable under federal, state and local laws, and A-133, as well as 45 CFR 74 and 45 CFR 92, as applicable to Subgrantee under federal, state and local laws, including, but not limited to:
- a. Standards for financial management systems: Subgrantee and its subgrantee(s) will comply with the requirements of 45 CFR 74.21 and 45 CFR 92.20, including, but not limited to:
 - i. Fiscal and accounting procedures;
 - ii. Accounting records;
 - iii. Internal control over cash, real and personal property, and other assets;
 - iv. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - v. Source documentation; and
 - vi. Cash management.
 - b. Period of Availability of Funds: Pursuant to 45 CFR 74.28 and 45 CFR 92.23, as applicable, Subgrantee and its subgrantee(s) may charge to the award only costs resulting from obligations incurred during the funding period of the federal and state awards noted in the Recitals to this Subgrant Agreement and for the term specified in Article IV of this Subgrant Agreement, unless carryover of these balances is permitted.
 - c. Matching or Cost Sharing: Pursuant to 45 CFR 74.23 and 45 CFR 92.24, as applicable, matching or cost sharing requirements applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws.
 - d. Program Income: Program income must be used and accounted for as specified in 45 CFR 92.25.

- e. Real Property: If Subgrantee is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 92.31.
- f. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its subgrantee(s) with Subgrant funds, will be governed by the provisions of 45 CFR 74.34 and 45 CFR 92.32, as applicable.
- g. Supplies: Title and disposition of supplies acquired by Subgrantee or its subgrantee(s) with Subgrant funds will be governed by the provisions of 45 CFR 74.35, 92.33 and 7 CFR 3016.33, as applicable.

ARTICLE VI. RECORDS

- A. Subgrantee agrees to maintain and make available upon request all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)), and any other applicable federal, state and/or local laws. Subgrantee must prepare and maintain documentation to support all transactions and to permit the reconstruction of all transactions and the proper completion of all reports required by federal, state and local laws, and which substantiates compliance with such laws.
- B. Records shall be maintained for a period of five (5) years after final payment is made using Coronavirus Relief Fund monies.

ARTICLE VII. AUDITS OF SUBGRANTEE

- A. Subgrantee agrees to provide for timely audits as required by OMB Circular A-133, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of 45 CFR 74.26 and 45 CFR 92.26, as applicable, and OMB Circular A-133, Subgrantee must ensure that it has an audit with a scope as provided in OMB Circular A-133, Subpart E, §.500, that covers funds received under this agreement. Subgrantee must send one (1) copy of the final audit report to Grantor at **11010 Washington St., Auburn Twp., OH 44023** within two (2) weeks of Subgrantee's receipt of any such audit report.
- B. Subgrantee will take prompt action to correct problems identified in an audit to the extent that such problems fall within Subgrantee's authority.

ARTICLE VIII. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
 - 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Grantor and an authorized officer or employee of Subgrantee. An agreement to terminate is effective on the later of the date stated in the agreement to terminate or the date it is signed by all parties.

2. Either party may terminate after giving thirty (30) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other party.
 3. Grantor may immediately terminate this Subgrant Agreement if there is a loss of federal or state funds, a disapproval of the Subgrant Agreement, or illegal conduct by Subgrantee affecting the operation of the Subgrant Agreement.
- B. Notwithstanding the provisions of ARTICLE VIII, Section A, Grantor may suspend or terminate this Subgrant Agreement immediately upon delivery of a written notice to Subgrantee, if Grantor loses funding or discovers any illegal conduct on the part of Subgrantee.
- C. If Subgrantee or any of its subgrantee(s) materially fails to comply with any term of an award, a federal, state and local laws, an assurance, a State plan or application, a notice of award, this Subgrant Agreement, or any other applicable rule, Grantor may take any or all of the following actions it deems appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or its subgrantee(s) or more severe enforcement action;
 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the Subgrantee or its subgrantee(s)' Subgrant activity; or
 4. Take any other remedies that may be legally available, including any additional remedies listed elsewhere in this Subgrant Agreement.
- D. Subgrantee, upon receipt of a notice of suspension or termination, will do all of the following:
1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement to the extent legally permissible;
 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrants correlated to the suspended or terminated Subgrant activities;
 3. Prepare and furnish a report to Grantor, as of the date Subgrantee received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 4. Perform any other legally permissible tasks that Grantor requires.

- E. Upon breach or default by Subgrantee of any of the provisions, obligations, or duties embodied in this Subgrant Agreement, Grantor will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by Grantor or Subgrantee of any occurrence of breach or default is not a waiver of subsequent occurrences. If Grantor or Subgrantee fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE IX. NOTICES

- A. Notices to Grantor from Subgrantee that concern termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to the Grantor at **11010 Washington St., Auburn Twp., OH 44023**. Notices to Grantor from Subgrantee that concern this award will be sent to the Grantor at **11010 Washington St., Auburn Twp., OH 44023**.
- B. Notices to the Subgrantee from Grantor concerning any and all matters regarding this Subgrant Agreement will be sent to **Auburn Volunteer Fire Department, Inc. at 10950 Washington St., Auburn Township, OH 44023**.
- C. All notices in accordance with section A of this Article IX will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (*e.g.*, certified mail).

ARTICLE X. AMENDMENT

This document constitutes the entire agreement between Grantor and Subgrantee with respect to all matters herein. Only a document signed by both parties may amend this Subgrant Agreement. Both Grantor and Subgrantee agree that any amendments to laws or regulations cited herein will result in the correlative modification of this Subgrant Agreement without the necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

ARTICLE XI. MISCELLANEOUS PROVISIONS

- A. **Limitation of Liability:** To the extent permitted by law, Grantor agrees to be responsible for any liability directly relating to any and all acts of negligence by Grantor. To the extent permitted by law, Subgrantee agrees to be responsible for any liability directly related to any and all acts of negligence by Subgrantee. In no event shall either party be liable for any indirect or consequential damages, even if Grantor or Subgrantee knew or should have known of the possibility of such damages.
- B. Subgrantee certifies it is an equal opportunity employer and shall remain in compliance

with state and federal civil rights and nondiscrimination laws and regulations including but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

- C. Subgrantee agrees to comply with all pertinent provisions of the Drug Free Workplace Act.
- D. Subgrantee shall comply with the requirements of all applicable laws and regulations governing the performance of its duties under this this Subgrant Agreement.
- E. This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Subgrant Agreement impossible.
- F. Nothing in this Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by Grantor to Subgrantee that is not specifically set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, Grantor, or any of the officers or employees of the State of Ohio or Grantor.

IN WITNESS WHEREOF, this SUBGRANT AGREEMENT is effective upon the date of the last signature.

I have the authority to sign this SUBGRANT AGREEMENT and do so in my respective capacity.

AUBURN VOLUNTEER FIRE DEPARTMENT, INC.:

Signature: Brian Dezman

Print Name: BRIAN DEZMAN

Title: VP

Date Signed: 2/7/2022

AUBURN BOARD OF TRUSTEES, GEAUGA COUNTY, OHIO

Signature: [Signature]

Michael S. Troyan, Trustee

Date Signed: 02/07/22

Signature: [Signature]

Patrick J. Cavanagh, Trustee

Date Signed: 2-7-22

Signature: [Signature]

Gene T. McCune, Trustee

Date Signed: 2/7/2022

Auburn Township, Geauga County
Change Order: No. 1 & Final
Contract # RS-AUB-V-2021
Date: January 26, 2022

Contractor: Perk Company Inc.
8100 Grand Ave., Suite 300
Cleveland, OH 44104

Project: The Asphalt Resurfacing of Various Roads

ADDITIONS:

Item No.	ODOT No.	Description of Item	Quantity	Unit	Total
2	253	Pavement Repair	10.7	CY	\$1,605.00
4	441	Asphalt Concrete Intermediate Course, Type 2, (448) PG64-22	15.7	CY	\$1,742.70
5	441	Asphalt Concrete Surface Course, Type 1, (448) PG64-22	18.0	CY	\$2,664.00

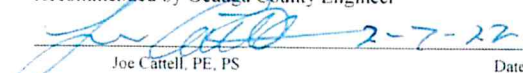
TOTAL ADDITIONS \$6,011.70

DEDUCTIONS:

Item No.	ODOT No.	Description of Item	Quantity	Unit	Total
1	202	Wearing Course Removed	259.0	SY	\$1,813.00
3	407	Non-Tracking Tack Coat	923	GAL	\$1,846.00
6	441	Asphalt Concrete Surface Course, Type 1, (448) PG64-22 (Driveways)	6.2	CY	\$1,364.00
9	617	Compacted Aggregate (RAP)	2.5	CY	\$100.00
14	SPEC	Mailbox Assembly, Removed and Reset	2	EACH	\$500.00

TOTAL DEDUCTIONS \$5,623.00

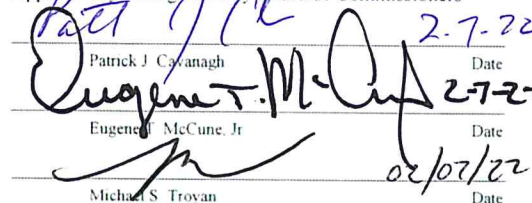
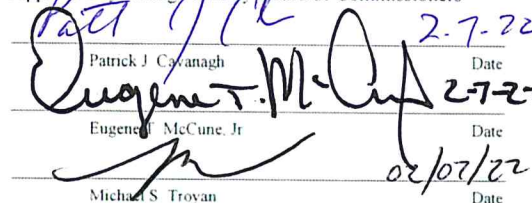
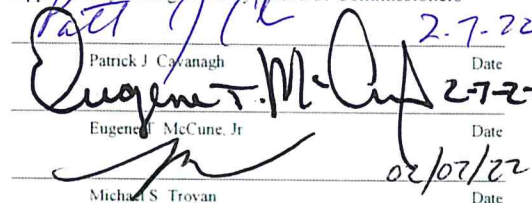
Recommended by Geauga County Engineer


Joe Cattell, PE, PS Date 2-7-22

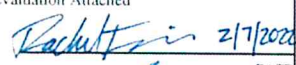
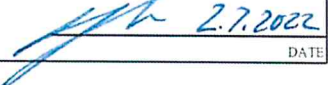
Accepted by Perk Company Inc.


Anthony Cifani, Secretary/Treasurer Date 2/3/2022

Approved by Geauga County Board of Commissioners


Patrick J. Cavanagh Date 2-7-22

Eugene T. McCune, Jr. Date 2-7-22

Michael S. Troyan Date 02/07/22

ORIGINAL CONTRACT \$244,336.10
TOTAL ADDS \$6,011.70
TOTAL DEDUCTS \$5,623.00
REVISED CONTRACT \$244,724.80

N/A	Proposal(s) for Supplemental Work Attached
<input checked="" type="checkbox"/>	Contractor Evaluation Attached
Completed By: 	DATE 2/7/2022
Checked By: 	DATE 2.7.2022

RESOLUTION # 2022-07

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE AUBURN TOWNSHIP BOARD OF TRUSTEES
AND THE GEAUGA COUNTY ENGINEER
FOR THE APPLICATION OF PAVEMENT MARKINGS
TO VARIOUS TOWNSHIP ROADS, YEAR 2022
Auburn Township, Geauga County, Ohio**

WHEREAS, the public interest demands the improvement hereinafter described;

WHEREAS, approximately 2.00 miles of Township maintained roads are in need of improvement by the application of pavement markings; and

WHEREAS, the Geauga County Engineer's Office, hereinafter called "ENGINEER", improves a portion of County-maintained highways by the application of pavement markings through its annual application of pavement marking project, hereinafter called the "PROJECT"; and

WHEREAS, the public interest is best served through the cooperation of the ENGINEER and the Auburn Township Board of Trustees, hereinafter called "BOARD OF TRUSTEES", to improve the Township maintained roadways.

NOW THEREFORE, BE IT RESOLVED, by the BOARD OF TRUSTEES, Geauga County, Ohio, that:

SECTION I. The public interest demands the improvement and maintenance of the roads situated in the Township.

SECTION II. The ENGINEER has offered to be the lead agent to improve the various roads maintained by the Township.

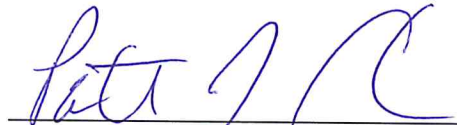
SECTION III. The BOARD OF TRUSTEES wish to participate and the funds for the reimbursement shall come from funds available to the Township to improve and repair roads and related items.

SECTION IV. The BOARD OF TRUSTEES agrees to fund the total cost of the improvements performed on the various roads maintained by the Township in conjunction with the Project. The division of funds will be based upon the centerline straight line mileage of work performed. The not to exceed cost for the Township portion which includes the allowable ten percent (10%) in excess of the estimated cost in accordance with ORC 5575.03 is \$6,050.00. Final cost will be based upon bid unit prices and actual quantities installed. Project costs in excess of the not to exceed amount will require either additional certification by the Board or a reduction in the work performed. The funds shall be reimbursed to the ENGINEER upon the completion and acceptance of the work.

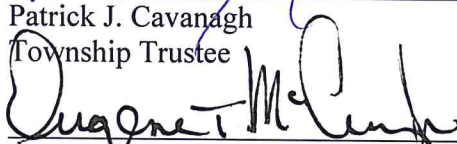
SECTION V. The ENGINEER is hereby empowered and directed on behalf of the BOARD OF TRUSTEES to enter into contracts and agreements with the lowest and most qualified bidder to complete the construction of the improvement.

BE IT FURTHER RESOLVED, that the Township Fiscal Officer is hereby instructed to transmit both original signed copies of this resolution to the ENGINEER for acceptance. Upon acceptance by the ENGINEER, one original copy will be returned to the Township.

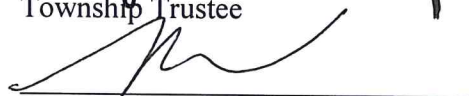
AGREED AND APPROVED BY:



Patrick J. Cavanagh
Township Trustee

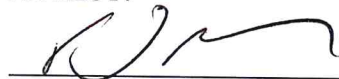


Eugene McCune Jr.
Township Trustee



Michael Troyan
Township Trustee

ATTEST:



Frederick May
Township Fiscal Officer

Date: 2-7-2022

GEAUGA COUNTY ENGINEER

The foregoing is accepted as a basis for proceeding with the improvements herein described:

AGREED AND ACCEPTED BY:

Joe Cattell, PE, PS
Geauga County Engineer

Date: _____



JOE CATTELL, PE, PS
Gauga County Engineer

RECEIVED
FEB 09 2022
AUBURN TOWNSHIP

February 7, 2022

Auburn Township Board of Trustees
c/o Fredrick May, Fiscal Officer
11010 E. Washington St
Chagrin Falls, OH 44023

Re: The Asphalt Resurfacing of Various Roads
RS-AUB-V-2021
Final Invoice Payment

Dear Trustees:

Enclosed please find the documents related to the payment of pay application no.3 & final for the above referenced project.

It is the recommendation of this office that the Board approve the final adjusting change order for the project. Please approve and execute all three original copies of the supplemental agreement that amends the unit price contract for the contract based upon the work actually performed. One original copy each is for the Contractor, the Engineer's Office and the Township. The changes to the final contract amount were incidental based on the actual work performed to meet the existing site conditions. The total contract cost increased by \$388.70. Upon change order approval, we recommend payment in the amount of \$8,265.70 to Perk Company Inc.

This project is considered complete; the date of final acceptance (substantial completion) for the Maintenance Bond Period is July 31, 2021. Please schedule a time with this office for annual inspections during the Maintenance Bond Period. Any and all corrective actions will need to be completed by July 31, 2023 for surface repairs and July 31, 2024 for crack sealing. The original maintenance bond is attached.

The project material tickets, inspection reports, project affidavits and payroll reports received to date are included for your files.

Should you have any questions regarding this invoice or the items included herein, please let me know.

Sincerely,

Nicholas J. Gorris, PE
Deputy County Engineer

Enclosure

cc: File

Auburn Township, Geauga County
Change Order: No. 1 & Final
Contract # RS-AUB-V-2021
Date: January 26, 2022

Contractor: Perk Company Inc.
8100 Grand Ave., Suite 300
Cleveland, OH 44104

Project: The Asphalt Resurfacing of Various Roads

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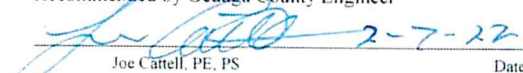
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DEDUCTIONS:

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3	407	Non-Tracking Tack Coat	923	GAL	\$1,846.00
6	441	Asphalt Concrete Surface Course, Type 1, (448) PG64-22 (Driveways)	6.2	CY	\$1,364.00
9	617	Compacted Aggregate (RAP)	2.5	CY	\$100.00
14	SPEC	Mailbox Assembly, Removed and Reset	2	EACH	\$500.00

TOTAL DEDUCTIONS \$5,623.00

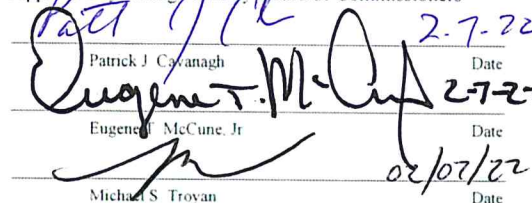
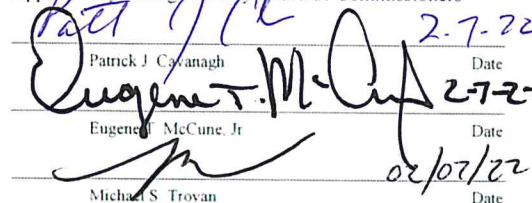
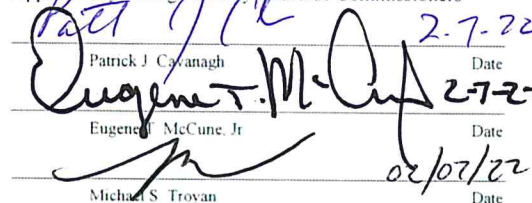
Recommended by Geauga County Engineer


Joe Cattell, PE, PS Date 2-7-22

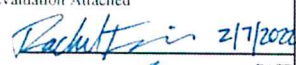
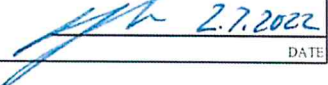
Accepted by Perk Company Inc.


Anthony Cifani, Secretary/Treasurer Date 2/3/2022

Approved by Geauga County Board of Commissioners


Patrick J. Cavanagh Date 2-7-22

Eugene T. McCune, Jr. Date 2-7-22

Michael S. Troyan Date 02/07/22

ORIGINAL CONTRACT \$244,336.10
TOTAL ADDS \$6,011.70
TOTAL DEDUCTS \$5,623.00
REVISED CONTRACT \$244,724.80

N/A	Proposal(s) for Supplemental Work Attached
<input checked="" type="checkbox"/>	Contractor Evaluation Attached
Completed By: 	DATE 2/7/2022
Checked By: 	DATE 2.7.2022