RECORD OF PROCEEDINGS

Minutes of AUBURN TOWNSHIP BOARD OF TRUSTEE REGULAR Meeting

GOVERNMENT FORMS & SUPPLIES 844-224-3338 FORM NO. 10148

Held _____ 20 _____

The Regular meeting of the Auburn Township Board of Trustees was called to order at 7:39 p.m. by Patrick J. Cavanagh. All Trustees were present.

The Pledge of Allegiance was led by Chris Chaney

REPORTS:

Frank Kitko, Zoning Inspector, submitted a zoning report reflecting 3 applications processed in the month of January resulting in 2 permits issued. He presented the proposed the permit fee schedule for 2023 zoning applications.

Motion by Michael S. Troyan seconded by Eugene T. McCune Jr. to approve the 2023 Zoning Permit Fee Schedule as presented. VOTE: Troyan, yes; McCune, yes; Cavanagh, yes. The motion passed.

Michael S. Troyan ceded his time.

Eugene T. McCune Jr. reported he and Emerick Gordon met with Dave Wagner from Buckeye Excavating regarding the parking lot project at Auburn Community Park. The project will be done in three phases. Phase I will include tree removal, land clearing & grubbing.

Motion by Patrick J. Cavanagh seconded by Eugene T. McCune to contract with Buckeye Excavating for a total of $15,000.00 for land clearing and grubbing at Auburn Community Park for the extended parking lot project. VOTE: Troyan, yes; McCune, yes; Cavanagh, yes. The motion passed.

The Trustees discussed using ARPA Funds for Phase I of the park project.

Motion by Patrick J. Cavanagh seconded by Eugene T. McCune to approve Resolution 2023-06 Authorizing Expenditure from American Rescue Plan Act Funds in the amount not to exceed $20,450.00 for parks and recreational facilities. VOTE: Troyan, yes; McCune, yes; Cavanagh, yes. The motion passed.

Patrick J. Cavanagh reported North East Ohio Energy Council (NOPEC) has awarded Auburn Township $15,784.00 in grant funding. The funding is to be used for energy efficient projects throughout our community to help achieve future savings on our utility bills.

The Board discussed if the grant money could be used for our updated Adam Hall signage.

Dan Matsko, Deputy Fiscal Officer, presented a Payment Report listing warrants 7628-7652 for a total of $59,688.90.

NEW BUSINESS:

Trustee Cavanagh noted NOPEC has also awarded Auburn Township a $1,500.00 community grant. This is a sponsorship program in which the Board of Trustees can designate an organization, department, or committee within our community to receive some or all of the funds.

Motion by Patrick J. Cavanagh seconded by Michael S. Troyan to distribute the $1, 500.00 evenly amongst Auburn's Boy Scouts, Cub Scouts, Girl Scouts and 4 H clubs and designate Nancy Dolezal as the program grant representative. VOTE: Troyan, yes; McCune, yes; Cavanagh, yes. The motion passed.

Motion by Patrick J. Cavanagh seconded by Michael S. Troyan to accept Resolution 2023-05 Authorizing Patrick J. Cavanagh to serve as CEO and certifying representative to submit an application to participate in the Ohio Public Works Commission (OPWC) and execute contracts as required. VOTE: Troyan, yes; McCune, yes; Cavanagh, yes. The motion passed.

GOVERNMENT FORMS & SUPPLIES 844-224-3338 FORM NO. 10148

Held _____ 20 _____

NEW BUSINESS (continued):

The Trustees discussed franchise fees received.

Motion by Michael S. Troyan seconded by Patrick J. Cavanagh to move franchise fees received in the amount $1,541.46 from CSC Holdings (AKA Altice) to the Land Acquisition and Improvement Fund. VOTE: Troyan, yes; McCune, yes; Cavanagh, yes. The motion passed.

A maintenance agreement quote was received from Buckeye Power Sales for the service garage generator.

Motion by Patrick J. Cavanagh seconded by Michael S. Troyan to contract with Buckeye Power Sales for $600.00 per year to maintain the service garage generator. VOTE: Troyan, yes; McCune, yes; Cavanagh, yes. The motion passed.

Motion by Patrick J. Cavanagh seconded by Michael S. Troyan to accept Resolution 2023-07 authorizing all actions necessary to accept Northeast Ohio Public Energy Council (NOPEC) 2023 Energized Community Grant. VOTE: Troyan, yes; McCune, yes; Cavanagh, yes. The motion passed.

ADJOURNMENT:

Motion by Michael S. Troyan seconded by Eugene T. McCune Jr. to adjourn the meeting. VOTE: Troyan, yes; McCune, yes; Cavanagh, yes. The motion passed. The meeting was adjourned at 8:10 p.m.

Daniel J. Matsko, Deputy Fiscal Officer

Patrick J. Cavanagh, Chairman

Eugene T. McCune Jr., Trustee

Michael S. Troyan, Trustee

MARCH 6, 2023
Date

Est. 1817
AUBURN
TOWNSHIP

BOARD OF TRUSTEES MEETING AGENDA
Monday, February 6, 2023



02/26/23 – Pancake Breakfast
8:00am – 12:00noon @ Auburn Fire Station

REGULAR MEETING –7:30 PM

PLEDGE OF ALLEGIANCE

MINUTE APPROVAL:

- Regular Meeting – January 23, 2023

SCHEDULED REPORTS:

- Frank Kitko, Zoning Inspector
- 2023 Proposed Zoning Application Fee Schedule
- Emerick P. Gordon, Township Highway Superintendent

TRUSTEE & FISCAL OFFICER REPORTS:

- Patrick J. Cavanagh, Chairman
- Eugene T. McCune Jr., Vice Chairman
- Michael S. Troyan
- Daniel J. Matsko, Deputy Fiscal Officer

OLD BUSINESS:

- Geauga County Department of Informational Technology

NEW BUSINESS:

- 2023 NOPEC Community Event Sponsorship Program Grant / $1,500 / Boy Scouts, Cub Scouts, Girl Scouts, & 4H / Appoint designee (Nancy)
- **Resolution 2023-05** Resolution Appointing Patrick J. Cavanagh as Auburn Representative & CEO authorizing him to make application to OPWC and execute contracts as required.
- Franchise Fees received / CSC Holdings (AKA Altice) /$1541.46
- Quote / Buckeye Power Sales / Service Garage generator / $600.00 per year
- Quote / Buckeye Excavating / $15,000 / land clearing & grubbing
- Quote / Dash Tree / $5,450.00 / tree removal
- **Resolution 2023-06** Resolution Authorizing Expenditure from ARPA Fund / $20,450.00 / Auburn Community Park Parking Lot Expansion Project.
- **Resolution 2023-07** Resolution Authorizing all actions necessary to accept Northeast Ohio Public Energy Council (NOPEC) 2023 Energized Grant. / $15,784.00)

SAVE THE DATES:

02/07/23 – BZA Meeting – 7:00pm @ Auburn Administration Bldg.
02/09/23 – Zoning Commission - 7:00pm @ Auburn Administration Bldg.
02/20/23 - Board of Trustees meeting – 7:30pm @ Auburn Administration Bldg.
02/23/23 – Zoning Commission -7:00pm @ Auburn Administration Bldg.
02/26/23 – Pancake Breakfast – 8:00am – 12:00noon @ Auburn Fire Station
03/06/23 - Board of Trustees meeting – 7:30pm @ Auburn Administration Bldg.

AUBURN TOWNSHIP

Auburn Township Board of Trustees
Meeting Attendance Sheet

Please Sign In

FEB 06 2023

AUBURN TOWNSHIP

Print Name	Resident	Non-Resident
1. CARL SCHNEIDER	✓	
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		

Auburn Township Board of Trustees

Date: February 6, 2023

Resolution: 2023-05

AUTHORIZING LEGISLATION

RESOLUTION AUTHORIZING Patrick J. Cavanagh, MEMBER OF THE BOARD, TO SERVE AS THE CHIEF EXECUTIVE OFFICER AND CERTIFYING REPRESENTATIVE TO SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION (OPWC) STATE CAPITAL IMPROVEMENT AND /OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM (S) AND TO EXECUTE CONTRACTS AS REQUIRED.

Whereas, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and

Whereas, Geauga County is planning to make improvements to TR 0195 Bartholomew Road and TR 0196 Quinn Road in Auburn Township; and

Whereas, the infrastructure improvement herein above described is considered to be a need for the community and is a qualified project under the OPWC programs;

NOW THEREFORE BE IT RESOLVED by the Geauga County Board of Commissioners:

Section 1: That Patrick J. Cavanagh, Board Member is hereby appointed to serve as the Chief Executive Officer and is authorized to apply to the OPWC for funds as described above

Section 2: That Patrick J. Cavanagh, Board Member is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Patrick J Cavanagh — Yes

Eugene T McCune — Yes

Michael S Troyan — Yes

I, Daniel J. Matsko, Deputy Fiscal Officer of the Auburn Township Board of Trustees, Geauga County, Ohio certify that the following is a true and correct copy of the resolution adopted at a legally convened Board meeting on February 6, 2023.

Deputy Fiscal Officer

6.0 Attachments / Completeness review

Confirm in the boxes below that each item listed is attached (Check each box)

- [x] A certified copy of the legislation by the governing body of the applicant authorizing a designated official to sign and submit this application and execute contracts. This individual should sign under 7.0, Applicant Certification, below.

- [x] A certification signed by the applicant's chief financial officer stating the amount of all local share funds required for the project will be available on or before the dates listed in the Project Schedule section. If the application involves a request for loan (RLP or SCIP), a certification signed by the CFO which identifies a specific revenue source for repaying the loan also must be attached. Both certifications can be accomplished in the same letter.

- [x] A registered professional engineer's detailed cost estimate and useful life statement, as required in 164-1-13, 164-1-14, and 164-1-16 of the Ohio Administrative Code. Estimates shall contain an engineer's seal or stamp and signature.

- [ ] A cooperative agreement (if the project involves more than one subdivision or district) which identifies the fiscal and administrative responsibilities of each participant.

- [ ] Farmland Preservation Review - The Governor's Executive Order 98-IIV, "Ohio Farmland Protection Policy" requires the Commission to establish guidelines on how it will take protection of productive agricultural and grazing land into account in its funding decision making process. Please include a Farm Land Preservation statement for projects that have an impact on farmland.

- [ ] Capital Improvements Report. CIR Required by O.R.C. Chapter 164.06 on standard form.

- [x] Supporting Documentation: Materials such as additional project description, photographs, economic impact (temporary and/or full time jobs likely to be created as a result of the project), accident reports, impact on school zones, and other information to assist your district committee in ranking your project. Be sure to include supplements which may be required by your local District Public Works Integrating Committee.

7.0 Applicant Certification

The undersigned certifies: (1) he/she is legally authorized to request and accept financial assistance from the Ohio Public Works Commission as identified in the attached legislation; (2) to the best of his/her knowledge and belief, all representations that are part of this application are true and correct; (3) all official documents and commitments of the applicant that are part of this application have been duly authorized by the governing body of the applicant; and, (4) should the requested financial assistance be provided, that in the execution of this project, the applicant will comply with all assurances required by Ohio Law, including those involving Buy Ohio and prevailing wages.

Applicant certifies that physical construction on the project as defined in the application has NOT begun, and will not begin until a Project Agreement for this project has been executed with the Ohio Public Works Commission. Action to the contrary will result in termination of the agreement and withdrawal of Ohio Public Works Commission funding from the project.

Patrick J Cavanagh

Certifying Representative (Printed form, Type or Print Name and Title)

Original Signature / Date Signed

CERTIFICATE OF LOCAL FUNDS

Date 2/6/23

I, the Fiscal Officer of Auburn Township, Geauga County, Ohio, hereby certify that Auburn Township has the amount of $400,000.00 in the _____ fund and that amount will be used to pay the local share for Bartholomew and Quinn Road Resurfacing. The local match will be available to be encumbered when such encumbrance is required.

I, the Fiscal Officer of Auburn Township, Geauga County, Ohio, hereby certify that Auburn Township will have the amount of $150,000.00 in the _____ fund and that amount will be used to repay the OPWC SCIP or RLP loan for Bartholomew and Quinn Road Resurfacing over a 15 year term at 0% interest.

DJ Matsko

Daniel J. Matsko
Auburn Township
Deputy Fiscal Officer

AUBURN TOWNSHIP, GEAUGA COUNTY

AUBURN TOWNSHIP

RESOLUTION 2023-07

AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) 2023 ENERGIZED COMMUNITY GRANT

WHEREAS, the Township of **AUBURN**, Ohio (the "GRANTEE") is a member of the Northeast Ohio Public Energy Council ("NOPEC") and is eligible for one or more NOPEC Energized Community Grant(s) for 2023 ("NEC Grant(s)") as provided for in the NEC Grant Program guidelines; and

WHEREAS, the GRANTEE wishes to enter into a Grant Agreement with NOPEC, Inc. in substantially the form presented to this Board of Trustees to receive one or more NEC Grant(s); and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF **AUBURN** TOWNSHIP, COUNTY OF **GEAUGA**, AND STATE OF OHIO, THAT:

SECTION 1. This Board of Trustees of the GRANTEE (the "Board") finds and determines that it is in the best interest of the GRANTEE to enter into the Grant Agreement to accept the NEC Grant(s) for 2023, and authorizes the President of the Board to execute the Grant Agreement to accept the NEC Grant(s) funds.

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

SECTION 3. This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the GRANTEE; wherefore, this Resolution shall be in full force and effect immediately upon its adoption and approval by the President of the Board of Trustees of the GRANTEE.

DATE ADOPTED: **FEBRUARY 9, 2023**

Patrick J. Cavanagh,
President of Board of Trustees

Submitted to the Board for approval on this 9th day of February, 2023

ATTEST:

Daniel J. Matsko
Deputy Fiscal Officer of the Auburn Township Board of Trustees

I, **Daniel J. Matsko**, as Deputy Fiscal Officer of the Board of Trustees of **Auburn Township**, County of **Geauga**, State of Ohio, do hereby certify that the foregoing is a true and correct copy of Resolution No. **2023-07** adopted by the Board of Trustees of said Township on the **9th** day of **February**, 2023.

Daniel J. Matsko

Buckeye Excavating Co
12417 Frost Rd.
Mantua, OH 44255
216-469-3427

Estimate

Date
1/30/2023

Name / Address
Auburn Twp. Attn: Emerick Gordon 17666 Auburn Rd.. Chagrin Falls, OH 44023

Job Location:

Auburn Park Parking Expansion
Phase 1

Description	Qty	U/M	Amount	
Land clearing, grubbing Approx. start date, June 2023	1		15,000.00	

Prices are quoted per print, not per local code. Buckeye Excavating (BE) is not responsible for unstable soil conditions because of hillside move-ment or any other reason. BE is not responsible for conditions beyond our control such as wetness, bad ground conditions, or any other unfore-seen ground conditions. Approximate quantities are provided for builder's convenience only. House must be backfilled before framing or there could be an extra charge. Hauling dirt to site or away from site is not included in the above prices and will be charged on a per hour basis. Prices exclude excavating rock in excess of ½ cu. yd. BE is not responsible for damage to existing driveways. Because fill inside the building cannot be compacted without damaging the foundation, the fill will settle and should not be relied upon to support the concrete slab. The fill should be puddled, the slab should be supported by piers and perimeter hangouts. The concrete slab should be thickened and reinforced.
If storm sewers and culverts are not sized by the engineer on the topo and the builder has not indicated a size, BE will size the pipe at the builders/owners risk.
Acceptance of Proposal—The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. This proposal may be withdrawn if not accepted within 30 days.

Signature: _____ Date: 2/6/23 TERMS: NET 30 DAYS, interest charged at the rate of 1 1/2%/mo. 18%/yr.

Payment Listing

February 2023

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
7628	02/06/2023	02/05/2023	RW	JENNIFER ZAREMBA	$300.00	O
7629	02/06/2023	02/05/2023	AW	MATTHEW BLOWERS	$525.00	O
7630	02/06/2023	02/05/2023	AW	SUNRISE SPRINGS WATER COMPANY	$104.50	O
7631	02/06/2023	02/05/2023	AW	ARIS	$122.30	O
7632	02/06/2023	02/05/2023	AW	WASTE MANAGEMENT WESTERN RESER\	$345.10	O
7633	02/06/2023	02/05/2023	AW	DOMINION EAST OHIO	$3,739.70	O
7634	02/06/2023	02/05/2023	AW	ULLMAN OIL CO,	$150.70	O
7635	02/06/2023	02/05/2023	AW	DANIEL MATSKO	$217.08	O
7636	02/06/2023	02/05/2023	AW	PATRICK J. CAVANAGH	$467.06	O
7637	02/06/2023	02/05/2023	AW	HARTMAN ELECTRIC, INC	$2,094.00	O
7638	02/06/2023	02/05/2023	AW	CHAGRIN VALLEY AUTO PARTS	$83.94	O
7639	02/06/2023	02/05/2023	AW	BALLENTINE'S PEST CONTROL	$700.00	O
7640	02/06/2023	02/05/2023	AW	DOORWORKS & CONSTRUCTION CO. INC.	$246.00	O
7641	02/06/2023	02/05/2023	AW	MEDICAL MUTUAL OF OHIO	$34,909.52	O
7642	02/06/2023	02/05/2023	AW	VISION SERVICE PLAN - (OH)	$286.52	O
7643	02/06/2023	02/05/2023	AW	DELTA DENTAL	$803.84	O
7644	02/06/2023	02/05/2023	AW	OHIO EDISON	$19.03	O
7645	02/06/2023	02/05/2023	AW	PUBLIC EMPLOYEES RETIREMENT SYSTE	$695.24	O
7646	02/06/2023	02/05/2023	AW	CUMMINS BRIDGEWAY	$653.31	O
7647	02/06/2023	02/05/2023	AW	MALLORY CHAVEZ	$150.00	O
7648	02/06/2023	02/05/2023	AW	G. KAUFMANS SEPTIC TANK CLEANING SE	$515.00	O
7649	02/06/2023	02/05/2023	AW	AUBURN VOLUNTEER FIRE DEPARTMENT	$9,567.66	O
7650	02/06/2023	02/06/2023	AW	STAPLES ADVANTAGE	$113.50	O
7651	02/06/2023	02/06/2023	AW	GEAUGA COUNTY DEPT OF WATER RESO	$151.34	O
7652	02/06/2023	02/06/2023	AW	WEX BANK	$2,728.56	O
				Total Payments:	$59,688.90	
				Total Conversion Vouchers:	$0.00	
				Total Less Conversion Vouchers:	$59,688.90	

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM - Payroll Manual Warrant, PR - Payroll Warrant, RW - Reduction of Receipt Warrant, SW - Skipped Warrant, WH - Withholding Warrant, WM - Withholding Manual, WS - Special Warrant, CH - Electronic Payment Advice, IL - Investment Loss, EP - Payroll EFT Voucher, CV - Payroll Conversion Voucher, SV - Payroll Special Voucher, EW - Withholding Voucher, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment, POS REAL - Positive Reallocation, NEG REAL - Negative Reallocation

Status: O - Outstanding, C - Cleared, V - Voided, B - Batch

* Asterisked amounts are not included in report totals. These transactions occurred outside the reported date range but are listed for reference.

CONFIDENTIAL DOCUMENT

1/26/2023

Company: Altice USA
d/b/a: Optimum
Franchise: **AUBURN TOWNSHIP, OH**

AKA CSC HOLDINGS

300590-LOC

Below is the Calculation of the fees due in accordance with our cable Television Franchise Agreement.

For the Quarter Ending DEC-22

Revenue	OCT	NOV	DEC
Basic	6,512.88	6,592.60	6,491.53
Expanded Basic	3,993.99	4,009.28	4,019.61
Bulk	0.00	0.00	0.00
Other	-154.71	-246.54	-556.48
Bad Debt	-180.00	247.15	100.00
Total	$10,172.16	$10,602.49	$10,054.66

Total	$30,829.31
Rate	.05
Payable	$1,541.46

Amount Due : $1,541.46

The above calculations have been prepared in accordance with the terms of our Franchise Agreement. We have prepared all the items with due care and believe to be accurate. Should you have any questions regarding this payment, Please contact Jacqueline Borska, Accounting manager at (929) 418-4804

Check / ACH will be received separately.

MBruzzese

Maria Bruzzese
SVP Divisional Controller

TOWNSHIP OF AUBURN
C/O TRUSTEE 11010 WASHINGTON ST
CHAGRIN FALLS, OH 44023-5556

AUBURN TWP ZONING REPORT

JANUARY 2023

	Ja	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Agr/Other Exmptions													
Amendment													
Billboard													
Commercial Additions													
Comm Fence													
Comm New	1												1
Comm Remodel													
Comm Sign													
Comm Sub Lease, Use Change													
Culvert/Ditching													
Dev Plan Review													
Denial													
Duplex													
Ind Addition, Exist.Use													
Ind Use Change, SubLease													
Ind Fences													
Ind Remodeling													
Ind New Structure													
Ind Non-Res. Permitted													
Ind Sign													
Lake													
Land Use Plan, Dev activities													
Pond													
Res Acc Bldg Under 200	1												1
Res Acc Bldg Over 200 sf													
Res Addition													
Res Deck													
Res Fences													
Res Interior Completion													
Res Other													
Res Patios													
Res Remodel													
Res Signs													
Res Signs Temp													
Res Signs Temp Bldg Const													
Res Signs S/D													
Single Family Dwelling													
Swim Pool Above Ground													
Swim Pool In Ground													
Transient Vendor													
Variance/Cond Use/	1												1
Voided Receipts/Copies/Other													
Sub Total	3												3
TOTAL ISSUED	2												2

Proposed
ZONING PERMIT APPLICATION FEES
Effective February 1, 2023

	Permit Fee Pro	Proposed	Construction Started Before Permit Issued	Proposed
RESIDENTIAL ZONING CERTIFICATES				
Single Family Dwelling	~~$375.00~~	$400.00	~~$425.00~~	450.00
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)	~~$175.00~~	$250.00	~~$225.00~~	$300.00
Decks, Solar Panels/Arrays, Lakes, Ponds	$175.00		$225.00	
Fences	$ 30.00	$40.00	~~80.00~~	$90.00
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 Cemeteries, Quarries)				
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	~~$150.00~~	$200.00
Reissue Zoning Permit (if within 6 months of expiration)	~~$100.00~~	$150.00	~~$150.00~~	$200.00
Preliminary Construction Plan Review—After 2 reviews	$ 25.00			
Replacement of grandfathered structure				
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	~~$150.00~~	$200.00

MISC. FEES

Zoning Variance	$545.00 + expenses (including mailings, legal ads, court reporter, Consultants and any other expenses)	
Multiple Cases from Same Applicant/Same Hearing	$180.00	
Conditional Use Certificate	$545.00 + expenses (including mailings, legal ads, court reporter, Consultants and any other expenses)	
Appeals Alleging Zoning Inspector Error	$545.00 + 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)	
Vendor Registration	$100.00	$150 if soliciting is started before permit issued
Returned Check & Collection	$100.00	

NOPEC 2023 ENERGIZED COMMUNITY

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into by and between NOPEC, Inc. ("Grantor"), and ***AUBURN TOWNSHIP***, ***GEAUGA*** 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 2023 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 2023 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 with the program policies must be submitted by November 30, 2025. If Grantee does not request disbursements by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2023 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, 2023, and shall expire on December 31, 2023, 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, or Grantor requires a new Grant Agreement from Grantee.

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 Northeast Ohio Public Energy Council 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 any 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) or is otherwise not a member in good standing of the Northeast Ohio Public Energy Council, 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 Grantor, to:
Charles W. Keiper, II
President
NOPEC, Inc.
31360 Solon Road
Suite 33
Solon, OH 44139

In case of Grantee, to:

Title: ***AUBURN TRUSTEES BOARD CHAIRMAN***
Name: ***PATRICK J. CAVANAGH***
11010 WASHINGTON STREET
AUBURN TOWNSHIP, 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 Northeast Ohio Public Energy Council 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:	**GRANTOR:**
AUBURN TOWNSHIP,, Ohio	**NOPEC, INC.**
Individual Authorized by Grantee's Legislation	
By: _____	By: _____
Title: ***Trustee Chairman of the Board***	Title: _____
Date: ***February 9, 2023***	Date: _____

[Signature page to NOPEC 2023 Energized Community Grant Agreement.]

RESOLUTION NO. 2023-06

Authorizing Expenditure from American Rescue Plan Act Funds

GEAUGA *County, Ohio*

Be It Resolved *by the Township Trustees of* ***AUBURN*** *Township*

WHEREAS, this date, ***FEBRUARY 9***, ***2023***, Trustee Patrick Cavanagh moved the adoption of the following Resolution:

WHEREAS, the Township has received a distribution of monies (the "ARPA Funds") from the American Rescue Plan Act of 2021 ("ARPA" or the "Act"); and

WHEREAS, Congress passed the Act effective March 11, 2021; and

WHEREAS, Section 603 created the Coronavirus Local Fiscal Recovery Fund which, among other things, appropriated money to cities, nonentitlement units of local government, and counties to mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease (Covid-19); and

WHEREAS, Section 603(c) generally provides that:

(1) USE OF FUNDS. Subject to paragraph (2), and except as provided in paragraphs (3) and (4), a metropolitan city, nonentitlement unit of local government, or county shall only use the funds provided under a payment made under this section to cover costs incurred by the metropolitan city, nonentitlement unit of local government, or county, by December 31, 2024 -

(A) to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

(B) to respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, nonentitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;

(C) for the provision of government services to the extent of the reduction in revenue of such metropolitan city, nonentitlement unit of local government, or county due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, nonentitlement unit of local government, or county prior to the emergency; or

(D) to make necessary investments in water, sewer, or broadband infrastructure.

WHEREAS, Department of Treasury Final Rule, published by the Federal Register on January 27, 2022, at Vol. 87, No. 18, 4438 – 4454, and effective April 1, 2022, provides in part that:

Treasury is including an option for recipients to use a standard allowance for revenue loss. Specifically, in the final rule, recipients will be permitted to elect a fixed amount of loss that can then be used to fund government services. This fixed amount, referred to as the ''standard allowance,'' is set at up to $10 million total for the entire period of performance not to exceed the recipient's SLFRF award amount.

WHEREAS, the Rule further observes based on extensive analysis by the Treasury that:

The $10 million level is based on average revenue loss across state and local governments, taking into consideration potential variation in revenue types and losses and continued uncertainty faced by many recipients regarding revenue shortfalls.

WHEREAS, the Rule further clarifies that recipients can use SLFRF funds on government services up to the revenue loss amount, whether that be the standard allowance amount or the amount calculated using the formula set forth in the Rule. Government services generally include any service traditionally provided by a government, unless treasury has stated otherwise.

WHEREAS, some common examples of "government services" identified by Treasury in the Rule and in the "Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule" (hereinafter "the SLFRF Overview of Final Rule") are as follows:

- Road building and maintenance, and other infrastructure
- Health services
- General government administration, staff, and administrative facilities
- School or educational services
- Construction of schools and hospitals
- Environmental remediation
- Provision of police, fire, and other public safety services (including purchase of fire trucks and police vehicles)
- Maintenance or pay-go funded building infrastructure
- Modernization of cybersecurity, including hardware, software, and protection of critical infrastructure

WHEREAS, the Treasury has recognized in the SLFRF Overview of Final Rule "Government services generally include any service traditionally provided by a government, unless Treasury has stated otherwise" and that "Government services is the most flexible eligible use category under the SLFRF program, and funds are subject to streamlined reporting and compliance requirements." and

WHEREAS, the SLFRF Overview of the Final Rule further states that funds utilized pursuant to the standard revenue loss allowance continue to have certain restrictions, including generally prohibiting:

- Offsetting a reduction in net tax revenue
- Deposit into pension funds

- Debt service or replenishing financial reserves
- Satisfaction of settlements or judgments
- Contributions to financial reserves or "rainy day" funds
- Use for projects that conflicts with or contravenes the American Rescue Plan Act
- Use in violation of Terms and Conditions of the award or conflict of interest requirements under the Uniform Guidance
- Use of funds in violation of other applicable laws and regulations or outside of SLRF program requirements

Whereas, The Board has identified a project which, in the judgment of the Board, qualifies as a permitted use of the ARPA Funds, in direct support of governmental services which consists of the following:

_____

_____

_____

NOW THEREFORE, it is hereby RESOLVED by the Board that:

1. The Township elected to use the standard allowance by way of **Resolution 2022-13** and its presumption of revenue loss due to the public health emergency and to use the amount authorized herein to fund government services.

2. The Project is hereby authorized and shall be paid for from the ARPA Funds in the amount of/an amount not to exceed: **$20,450,.00**.

3. The Project described herein serves the objectives of the Act by providing services traditionally provided by a government, namely:

□ Police protection

□ Fire and emergency medical services

□ Road repair, maintenance and other transportation and safety services

□ Public infrastructure support

□ General government administration and administrative facilities

□ Land use regulations and enforcement

XX Parks and recreational facilities and programs

□ Other

_____

4. Accordingly, the Project is in the best interests of the Township and is deemed a priority for the community.

5. No obligations paid under the authority of this Resolution were incurred prior to March 3, 2021.

Trustee Eugene McCune seconded the Motion, and thereupon, the votes in favor of this Resolution were recorded and reflected by the signatures hereto.

BE IT FURTHER RESOLVED: that it is hereby found and determined that all formal actions of this Township concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Township Trustees, and that all deliberations of the Township Trustees and any of its committees that resulted in such formal action, were in a meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted the ***9th*** *day of* ***FEBRUARY, 2023****.*

Patrick J. Cavanagh, Trustee

Eugene T. McCune Jr., Trustee

Michael S. Troyan, Trustee

Attest: _____
Daniel J. Matsko,
Township Deputy Fiscal Officer