

DECEMBER 2023

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1	2
3	4	5 SPECIAL FINANCE MTG. 6:00 COUNCIL 7PM	6 PLANNING COMMISSION CAUCUS 6:45PM MEETING 7PM	7	8	9
10	11 CIVIL SERVICE 4PM	12	13	14 BOARD OF ZONING CAUCUS 6:45PM MEETING 7PM	15	16
17	18	19 COUNCIL 7PM	20	21	22	23
24 CHRISTMAS EVE	25 CHRISTMAS	26	27	28	29	30
31 NEW YEARS EVE						

NORTH ROYALTON CITY COUNCIL
A G E N D A
DECEMBER 5, 2023

7:00 p.m. Caucus

Council Meeting 7:00 p.m.

REGULAR ORDER OF BUSINESS

- 1. Call to Order.
- 2. Opening Ceremony (Pledge of Allegiance).
- 3. Roll Call.
- 4. Approval of Consent Agenda: Items listed under the Consent Agenda are considered routine. Each item will be read individually into the record and the Consent Agenda will then be enacted as a whole by one motion and one roll call. There will be no separate discussion of these items. If discussion by Council is desired on any Consent Agenda item, or if discussion is requested by the public on any legislative item on the Consent Agenda, that item will be removed from the Consent Agenda and considered in its normal sequence under the Regular Order of Business.
 - a. Receipt and acknowledgement without objection to Ohio Dept. of Liquor Control request for a new D5 permit for UCG KAGS TGDFAB LLC, 8922 Ridge Road, North Royalton, Ohio 44133.
 - b. Authorize the Mayor and Wastewater Superintendent to apply for the Water and Wastewater Infrastructure Grant (2024 to 2025 Program)
- 5. Communications.
- 6. Mayor's Report.
- 7. Department Head Reports.
- 8. President of Council's Report.
- 9. Committee Reports:

Building & Building Codes	John Nickell
Finance	Paul Marnecheck
Review & Oversight	Jeremy Dietrich
Safety	Michael Wos
Storm Water	Linda Barath
Streets	Joanne Krejci
Utilities	Heidi Webber
- 10. Report from Council Representatives to regulatory or other boards:

Board of Zoning Appeals	John Nickell
Planning Commission	Paul Marnecheck
Recreation Board	Jeremy Dietrich
- 11. Public Discussion: Five minute maximum, on current agenda legislation only.
- 12. LEGISLATION

SECOND READING CONSIDERATION

- 1. **23-141** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON CHAPTER 220 COUNCIL, SECTION 220.06 BY CREATING A NEW RULE XXX1 TRAINING FOR COUNCIL, AND DECLARING AN EMERGENCY. **First reading November 21, 2023 and referred to Review and Oversight.**
- 2. **23-144** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SENIOR TRANSPORTATION CONNECTION, AND DECLARING AN EMERGENCY. **First reading November 21, 2023.**

3. **23-145** - AN ORDINANCE PROHIBITING CANNABIS OPERATIONS WITHIN ITS JURISDICTION UNDER CHAPTER 3780 OF THE OHIO REVISED CODE WITHIN THE CITY OF NORTH ROYALTON, OHIO, AND DECLARING AN EMERGENCY. **First reading November 21, 2023.**
4. **23-146** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 10 STREETS, UTILITIES AND PUBLIC SERVICES CODE, CHAPTER 1045 BILLING, COLLECTION AND CUSTOMER SERVICE, SECTION 1045.08, SANITARY SEWER CHARGES GENERALLY, PARAGRAPH (a)(1), AND DECLARING AN EMERGENCY. **First reading November 21, 2023.**
5. **23-147** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON PART 8 BUSINESS REGULATION AND TAXATION CODE, CHAPTER 881 MUNICIPAL INCOME TAXES, SECTION 881.03 IMPOSITION OF TAX, SECTION 881.05 ANNUAL RETURN; FILING, SECTION 881.18 INTEREST AND PENALTIES AND BY CREATING A NEW SECTION 881.27 ELECTION TO BE SUBJECTED TO R.C. 718.80 TO 718.95, AND DECLARING AN EMERGENCY. **First reading November 21, 2023.**
6. **23-148** - AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF NORTH ROYALTON, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2024. **First reading November 21, 2023.**

FIRST READING CONSIDERATION

1. **23-149** - A RESOLUTION ACCEPTING THE RECOMMENDATIONS OF THE TAX INCENTIVE REVIEW COUNCIL ON THE CITY OF NORTH ROYALTON'S COMMUNITY REINVESTMENT ACT AGREEMENTS, AND DECLARING AN EMERGENCY.
 2. **23-150** - A RESOLUTION ACCEPTING THE RECOMMENDATIONS OF THE TAX INCENTIVE REVIEW COUNCIL ON THE CITY OF NORTH ROYALTON'S ENTERPRISE ZONE AGREEMENT, AND DECLARING AN EMERGENCY.
 3. **23-151** - AN ORDINANCE AMENDING ORDINANCE 15-119 ESTABLISHING VARIOUS BENEFITS FOR ALL FULL TIME NON-UNION EMPLOYEES OF THE CITY OF NORTH ROYALTON SECTION 4 INSURANCE, AND DECLARING AN EMERGENCY.
 4. **23-152** - AN ORDINANCE AUTHORIZING PURCHASE OF AND ACCEPTANCE OF AN EASEMENT FROM THE CLEVELAND ELECTRIC ILLUMINATING COMPANY FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF A SANITARY FORCE MAIN SEWER OF PPN 483-11-012, AND DECLARING AN EMERGENCY.
 5. **23-153** - AN ORDINANCE AUTHORIZING PURCHASE OF AND ACCEPTANCE OF AN EASEMENT FROM TRI MOR, LTD FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF A SANITARY FORCE MAIN SEWER OF PPN 483-11-012, AND DECLARING AN EMERGENCY.
 6. **23-154** - AN ORDINANCE ACCEPTING A PERPETUAL UTILITY EASEMENT FROM VELOCITY TRUCKING, LLC, PERMANENT PARCEL NOS. 483-11-003 AND 483-11-015, AND DECLARING AN EMERGENCY.
 7. **23-155** - AN ORDINANCE ACCEPTING A PERPETUAL UTILITY EASEMENT FROM 9960 YORK ALPHA, LLC, PERMANENT PARCEL NO. 483-13-002, AND DECLARING AN EMERGENCY.
 8. **23-156** - AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ENGINEER TO ACCEPT A GRANT AND ENTER INTO A GRANT AGREEMENT BETWEEN THE CITY OF NORTH ROYALTON AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR THE ABBEY ROAD SANITARY SEWER PROJECT AND CONSTRUCTION OF A FORCE MAIN, AND DECLARING AN EMERGENCY
 9. **23-157** - AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN A MATCHING FUND LETTER COMMITTING AN INVESTMENT OF \$10,000,000 FROM NORTH ROYALTON WITH THE OHIO DEPARTMENT OF DEVELOPMENT, FOR A GRANT IN THE AMOUNT OF \$10,000,000 FROM THE WASTEWATER INFRASTRUCTURE 2024/2025 GRANT PROGRAM, AND DECLARING AN EMERGENCY.
13. Miscellaneous.
 14. Adjournment.

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

91141700005		NEW		UCG KAGS TGDFAB LLC	
PERMIT NUMBER		TYPE		DBA VIA ROMA	
ISSUE DATE				8922 RIDGE RD	
10 26 2023				NORTH ROYALTON OH 44131	
FILING DATE					
D5					
PERMIT CLASSES					
18	407	C	D99248		
TAX DISTRICT			RECEIPT NO.		

FROM 11/22/2023

PERMIT NUMBER		TYPE	
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT			RECEIPT NO.

RECEIVED

NOV 29 2023

Council Office
City of North Royalton

Police



MAILED 11/22/2023

RESPONSES MUST BE POSTMARKED NO LATER THAN. 12/26/2023

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES

C NEW 9114170-0005

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title) - ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF NORTH ROYALTON CITY COUNCIL
14600 STATE ROAD
NORTH ROYALTON OHIO 44133

A RESOLUTION ACCEPTING THE RECOMMENDATIONS OF THE TAX INCENTIVE REVIEW COUNCIL ON THE CITY OF NORTH ROYALTON’S COMMUNITY REINVESTMENT ACT AGREEMENTS, AND DECLARING AN EMERGENCY

WHEREAS: Council has received and reviewed the recommendations for the city’s five (5) active Community Reinvestment Act Agreements from the Tax Incentive Review Council; and

WHEREAS: Council desires to approve these recommendations.

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

Section 1. The Council of the City of North Royalton hereby approves the following recommendations for the city’s five (5) Community Reinvestment Act Agreements made by the Tax Incentive Review Council as follows:

- A. Continuance of the following agreement due to compliance:
 - 1. Matrix LLC
 - 2. 10499 Royalton Road LLC
 - 3. Winkler Enterprises LLC
 - 4. Gray Matter
 - 5. TMRD

Section 2. The Director of Legislative Services is directed to transmit a certified copy of this Resolution to: Ohio Development Services Agency, 77 South High Street, Columbus, Ohio 43215, and Lisa Rocco, Tax Incentive Review Council Chair, Director of Operations, Fiscal Office at Cuyahoga County, 2079 E. 9th Street, Cleveland, Ohio 44115.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to approve the recommendations for the city’s five (5) active Community Reinvestment Act Agreements from the Tax Incentive Review Council.

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

RESOLUTION NO. 23-150

INTRODUCED BY: Mayor Antoskiewicz

A RESOLUTION ACCEPTING THE RECOMMENDATIONS OF THE TAX INCENTIVE REVIEW
COUNCIL ON THE CITY OF NORTH ROYALTON'S ENTERPRISE ZONE AGREEMENT,
AND DECLARING AN EMERGENCY

WHEREAS: Council has received and reviewed the recommendations for the city's active Enterprise Zone Agreement from the Tax Incentive Review Council; and

WHEREAS: Council desires to approve these recommendations.

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

Section 1. The Council of the City of North Royalton hereby approves the following recommendations for the city's Enterprise Zone Agreement made by the Tax Incentive Review Council as follows:

A. The following agreement has expired:

1. Laztech Real Estate, LLC (agreement dated 2011)

Section 2. The Director of Legislative Services is directed to transmit a certified copy of this Resolution to: Ohio Development Services Agency, 77 South High Street, Columbus, Ohio 43215, and Lisa Rocco, Tax Incentive Review Council Chair, Director of Operations, Fiscal Office at Cuyahoga County, 2079 E. 9th Street, Cleveland, Ohio 44115.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to approve the recommendations for the city's active Enterprise Zone Agreement from the Tax Incentive Review Council.

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 23-151

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE AMENDING ORDINANCE 15-119 ESTABLISHING VARIOUS BENEFITS FOR ALL FULL TIME NON-UNION EMPLOYEES OF THE CITY OF NORTH ROYALTON SECTION 4 INSURANCE, AND DECLARING AN EMERGENCY

WHEREAS: Ordinance 15-119 established benefits for all full time non-union employees; and

WHEREAS: It is necessary to amend Section 4 of Ordinance 15-119 to provide for updated benefit coverage information; and

WHEREAS: Council desires to provide for this amendment.

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

Section 1. Ordinance 15-119, Section 4 is hereby amended as follows:

Section 4. Insurance: The Employer shall offer each employee with medical, vision, and dental coverage, either individual or family as appropriate as selected by the Employer.

~~Effective January 1, 2022 employees' monthly contribution for family or individual coverage shall be as follows:~~

~~Family: \$230.00
Individual: \$88.00~~

~~The Employee's medical coverage exposure, defined as in-network deductible, in-network co-pay, and/or in-network out of pocket maximum, or other plan design, as offset by other payments, including but not limited to HSA employer contributions shall not exceed the following:~~

~~The Employee's medical coverage exposure for 2022 shall be:~~

~~Family Plan: \$1300.00
Individual Plan: \$800.00~~

~~Effective January 1, 2023 employees' monthly contribution for family or individual coverage shall be as follows:~~

~~Family: \$240.00
Individual: \$93.00~~

~~The Employee's medical coverage exposure, defined as in-network deductible, in-network co-pay, and/or in-network out of pocket maximum, or other plan design, as offset by other payments, including but not limited to HSA employer contributions shall not exceed the following:~~

~~The Employee's medical exposure for 2023 shall be:~~

~~Family Plan: \$1400.00
Individual Plan: \$850.00~~

Effective January 1, 2024 employees' monthly contribution for family or individual coverage shall be as follows:

*Family: \$240.00
Individual: \$93.00*

The Employee's medical coverage exposure, defined as in-network deductible, in-network co-pay, and/or in-network out of pocket maximum, or other plan design, as offset by other payments, including but not limited to HSA employer contributions shall not exceed the following:

Family Plan: \$1400.00
Individual Plan: \$850.00

The Employer shall provide life insurance in the amount of Fifteen Thousand Dollars (\$15,000.00) for each employee.

Section 2. Ordinance 15-119 is hereby amended as provided for herein and all other provisions of Ordinance 15-119 shall remain in full force and effect.

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

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 23-152

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE AUTHORIZING PURCHASE OF AND ACCEPTANCE OF AN EASEMENT FROM
THE CLEVELAND ELECTRIC ILLUMINATING COMPANY FOR THE PURPOSE OF
INSTALLATION AND MAINTENANCE OF A SANITARY FORCE MAIN SEWER OF
PPN 483-11-012, AND DECLARING AN EMERGENCY

WHEREAS: Council has declared it necessary to make certain public improvements to the Abbey Road Sanitary Sewer project; and

WHEREAS: Council finds it necessary to obtain an easement from The Cleveland Electric Illuminating Company of PPN 483-11-012, for the purpose of installation and maintenance of a sanitary force main sewer and gravity sewer as an integral part of the project.

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

Section 1. The Mayor is hereby authorized to enter and execute said easement in substantially the same or similar form as a copy of which is attached hereto and marked as Exhibit A.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to obtain this easement for the purpose of installation and maintenance of a sanitary force main sewer and gravity sewer through property owned by The Cleveland Electric Illuminating Company.

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

**EASEMENT FOR INSTALLATION AND
MAINTENANCE OF A SANITARY FORCE MAIN SEWER
PARCEL NUMBER 483-11-012
CITY OF NORTH ROYALTON
CUYAHOGA COUNTY, OHIO**

1. **The Cleveland Electric Illuminating Company, an Ohio Corporation**, the Grantor herein, in consideration of the sum of \$7,600.00 to be paid by the City of North Royalton, Ohio grants a perpetual SANITARY FORCE MAIN AND GRAVITY SEWER easement in the following described property attached as Exhibit A.

2. A true and accurate description of the SANITARY FORCE MAIN AND GRAVITY SEWER easement is found in the Legal Description and Drawing which is identified as Exhibit A and which is attached hereto and incorporated fully herein as if fully rewritten herein.

3. Grantor and Grantee agree that all references to either party in this instrument shall include that party and the party's heirs, administrators, successors and/or assigns.

4. In consideration of the mutual covenants contained herein, the Grantor hereby grants and conveys unto the Grantee the right and easement to enter upon the easement to lay, install, operate, repair, remove and maintain therein a SANITARY FORCE MAIN AND GRAVITY SEWER and appurtenances which the Grantee deems to be necessary or advisable from time to time; or to do any other thing which the Grantee deems to be necessary or advisable in order to operate or maintain said SANITARY FORCE MAIN AND GRAVITY SEWER, pipes and appurtenances in accordance with the ordinances, rules and regulations of the Grantee which are now in effect or may be adopted hereafter.

5. The City of North Royalton agrees to pay the entire costs of installing and maintaining a SANITARY FORCE MAIN AND GRAVITY SEWER and appurtenances upon the easement. The SANITARY FORCE MAIN AND GRAVITY SEWER and appurtenances shall upon completion, and approval by the Grantee, become and remain the property of the Grantee, City of North Royalton.

6. The Grantor hereby restricts the easement against the construction thereon of any temporary or permanent structures.

7. The Grantor agrees to keep the easement free of materials, equipment, vehicles, trees, shrubbery, and any other obstructions which would interfere with Grantee's access to or maintenance of SANITARY FORCE MAIN AND GRAVITY SEWER and appurtenances. Grantor further agrees to make no alterations to the easement which would increase the depth of the SANITARY FORCE MAIN AND GRAVITY SEWER to more than six feet (6') or reduce its depth to less than four feet (4').

8. If the Grantor desires to alter the easement in any way other than as expressly permitted herein, he must obtain the prior written approval of the Grantee. Upon receipt of such approval, the Grantor shall at his own expense relocate or reconstruct all or any portion of the SANITARY FORCE MAIN AND GRAVITY SEWER and appurtenances which are affected by such alteration. Where necessary, the Grantor shall grant a new easement of not less than THIRTY feet (30') in width under the same terms and conditions as herein provided. The relocated or reconstructed SANITARY FORCE MAIN AND GRAVITY SEWER and appurtenances shall, upon completion, and approval by the Grantee, become the property of the grantee, City of North Royalton.

9. If the Grantor violates any of the provisions of this easement, the Grantee, at the expense of the Grantor, may enter upon the easement and make such alterations as are necessary to bring the easement into compliance with the provisions of this easement.

10. Whenever maintenance or work of any kind is performed on the easement under the terms of this easement, Grantee, City of North Royalton shall bear the responsibility for restoration of the easement and their environs to their original topographical condition.

11. The City of North Royalton assumes liability for any and all damage, injury or loss to any person or property caused by, related to or resulting from any leaks in the SANITARY FORCE MAIN AND GRAVITY SEWER or appurtenances or the maintenance, construction, reconstruction or relocation of said SANITARY FORCE MAIN AND GRAVITY SEWER or appurtenances. The Grantor agrees to indemnify and hold harmless the Grantee from any and all expense incurred and damage to the SANITARY FORCE MAIN AND GRAVITY SEWER and appurtenances caused by, related to or resulting from Grantor's construction within or upon the easement or from any other use of the easement by the Grantor.

12. The Grantor hereby reserves the right to use the easement for the passage or transportation of personnel, materials or equipment, and to make such other use of the easement as is not expressly prohibited by or inconsistent with the terms of this easement.

13. The Grantor and the Grantee mutually agree that neither the recording of this instrument nor its acceptance by the Grantee shall be construed as a dedication of the easement or an agreement by the Grantee to accept the easement for dedication for public use as a street.

14. The Grantor covenants with the Grantee that it is well seized of the easement as a good and indefeasible estate in fee simple and has the right to grant and convey the easement in the manner and form above written. The Grantor further covenants that he will warrant and defend the premises with the appurtenances thereunto belonging to the Grantee against all lawful claims and demands whatsoever for the purposes described herein.


TO HAVE AND TO HOLD the above granted SANITARY FORCE MAIN SEWER

easement, right-of-way, appurtenances and additions installed by the Grantee, for the purposes above mentioned, unto the Grantee forever.

IN WITNESS WHEREOF (he/she/they) have hereunto set (his/her/their) hands on this 13th day of November, 2023.

Grantor:

The Cleveland Electric Illuminating
Company


By: William R. Beach, Director of Real
Estate for FirstEnergy Service Company on
behalf of The Cleveland Electric
Illuminating Company

STATE OF OHIO

COUNTY OF SUMMIT

)
) SS:
)

Before me, a Notary Public in and for said County and State, personally appeared the above-named, William R. Beach, who acknowledged that (he, she, they) did sign the foregoing instrument and that the same is (his, her, their) free act and deed, personally and as such officer(s) and the free act and deed of said (corporation, partnership).

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



BROOKLYN REBOVICH
Notary Public, State of Ohio
My Commission Expires:
12/26/2027



NOTARY PUBLIC
My Commission expires: 12-26-27

This document was prepared by: The City of North Royalton, Ohio

EXHIBIT "A"

Legal Description
30' Wide Sanitary Sewer Easement
30,320 Square Feet

February 10, 2023
Project 22-024
Page 1 of 2

Easement 3

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being part of Original Royalton Township Section No. 3, being a 30 foot wide sanitary sewer easement across those lands as described in the journal entry to The Cleveland Electric Illuminating Company dated December 3, 1975 and recorded as Deed Volume 14284, Page 25 of Cuyahoga County deed records and across those lands currently identified as Cuyahoga County Auditor's Permanent Parcel Number 483-11-005, and bounded and described as follows:

Commencing at the intersection of the centerline of Abbey Road with the centerline of Royalton Road; thence along the centerline of Abbey Road, North 02°38'30" West 1189.34 feet to the southwesterly corner of "Parcel Two" as described in the deed to Velocity Trucking LLC dated February 9, 2022 and recorded as AFN #202202090400 of Cuyahoga County deed records; thence along the southerly line of said "Parcel Two", North 89°56'03" East 193.04 feet, passing through the easterly right of way line of Abbey Road at 30.03 feet, to the **Principal Point of Beginning**;

Course 1: thence continuing along said southerly line of "Parcel Two", North 89°56'03" East 73.77 feet;

Course 2: thence South 66°04'16" East 124.70 feet to an angle break;

Course 3: thence South 67°10'24" East 399.71 feet, passing through the southerly line of lands described in the journal entry to The Cleveland Electric Illuminating Company dated December 3, 1975 and recorded as Deed Volume 14284, Page 25 of Cuyahoga County deed records at 358.86 feet, to an angle break;

Course 4: thence South 68°16'16" East 369.01 feet to an angle break;

Course 5: thence South 69°38'30" East 76.28 feet to the westerly line of "Parcel No. 4" as described in the deed to Tri-Mor LTD. dated November 22, 2021 and recorded as AFN #202111220384 of Cuyahoga County deed records;

Course 6: thence along said westerly line of "Parcel No. 4", South 02°38'30" East 32.59 feet to the northwesterly corner of an easement as described in the document to The Cleveland Electric Illuminating Company dated January 21, 1976 and recorded as Land Title Registration Document No. 317881;

Course 7: thence parallel with Course 5 and 30 feet therefrom, North 69°38'30" West 89.37 feet to an angle break;

Course 8: thence parallel with Course 4 and 30 feet therefrom, North 68°16'16" West 369.65 feet to an angle break;

Course 9: thence parallel with Course 3 and 30 feet therefrom, North 67°10'24" West 400.28 feet, passing through said southerly line of said The Cleveland Electric Illuminating Company at 112.18 feet, to an angle break;

Course 10: thence parallel with Course 2 and 30 feet therefrom, North 66°04'16" West 192.39 feet to the Principal Point of Beginning, containing within said bounds 30,320 square feet.

This description prepared by Michael Straub, PS 7055 of Straub Surveying, LLC on February 10, 2023 and is based on record information. The basis of bearings is the centerline of Abbey Road,

Legal Description
30' Wide Sanitary Sewer Easement
30,320 Square Feet

February 10, 2023
Project 22-024
Page 2 of 2

based on centerline monuments found, and is to an assumed meridian used to denote angles only.

Exhibit “B”

Transmission Rights-of-Way Restrictions

Working Safety Restrictions

Compliance is required for all Occupational Safety Health Administration (OSHA) **safe-working clearances** between persons, conductive objects and energized conductor/wire. **NOTICE:** The conductor/wire position changes continuously depending on load, ambient temperature, wind speed, etc. The Company is not responsible for providing conductor/wire position to determine OSHA safe-working clearance.

Parking or operating a vehicle or equipment within or adjacent to the Company's Transmission Rights of Way may induce an electrical charge. Induced electric charges may also be transmitted to objects such as fences, signs, or any other conductive object. The use of a proper grounding system designed by a licensed engineer is required. Construction vehicles, vehicles with booms and equipment operating within or adjacent to the Company's Transmission Rights of Way must be properly grounded.

Right-of-Way Access

The Company's authorized personnel, vehicles and equipment must have continuous access to the rights of way and all the Company's structures.

Right-of-Way Restrictions

Changes to grade elevations within the Company's Transmission Rights of Way are NOT permitted. Ground disturbance or excavations are NOT permitted within 50' of Company's structures (poles, towers, guys, etc.).

Buildings, solar panels, lighting fixtures, signs, billboards, swimming pools, decks, flag posts, sheds, barns, garages, playgrounds, fences, equipment, trailers, materials or any other permanent or temporary objects are NOT permitted within the Company's Transmission Rights of Way. Other restrictions may apply under specific situations as defined by the Company.

Protective barriers must be used for any driveway or parking area within 15 feet of Company's structures (poles, towers, guys, etc.).

All vegetation on or adjacent to the Company's Transmission Rights of Way shall be low growing within the wire zone. The wire zone is defined as the area directly under the conductors which extends approximately 15 feet on each side. Vegetation that is 10-foot maximum mature height, 3-foot in NJ, is under certain circumstances permissible on the Company's Transmission Rights of Way. It is preferred that the planting of any woody vegetation be done outside of the wire zone of the Company's transmission facilities and are not permitted to be closer than 10 feet in any direction from the Company's structures (poles, towers, guys, etc.). All approved shrubbery planted near Company's structures shall allow for working area and accessibility at ground level.

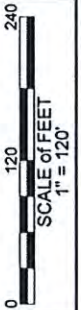
Explosives or combustible liquids, substances, or materials are not permitted within the Company's Transmission Rights of Way. Prohibited materials include but are not limited to fuel, wood chips, mulch, brush, and tires.

Septic systems leach beds and/or wells are not permitted within the Company's Transmission Rights of Way.

Kite flying, model airplane flying, or similar activities is strictly prohibited on or near the Company's Transmission Rights of Way.

Easement 3 Exhibit

30 foot wide Sanitary Sewer Easement across those lands as described in the journal entry to The Cleveland Electric Illuminating Company dated December 3, 1975 and recorded as Deed Volume 14284, Page 25 of Cuyahoga County deed records and across those lands currently described as Permanent Parcel Number 483-11-005



SECTION 2
SECTION 3

VELOCITY TRUCKING LLC
PPN 483-11-003
"Parcel One"
AFN 202202090400 CCDR

VELOCITY TRUCKING LLC
PPN 483-11-015
"Parcel Two"
AFN 202202090400 CCDR

CLEVELAND ELECTRIC
ILLUMINATING COMPANY
PPN 483-11-004
DV 14284 PG 25

TRI-MOR LTD
PPN 483-12-012
"Parcel No. 4"
AFN 202111220384 CCDR

CLEVELAND ELECTRIC ILL CO
PPN 483-11-005
NO DOCUMENT RECORDED

OHIO TURNPIKE
INTERSTATE 80 (VARIES)

30,320 SQUARE FEET

193.04'
N 89°56'03" E

POB

N 89°56'03" E

N 66°04'16" W

192.39'

73.77'

S 66°04'16" E

124.70'

S 67°10'24" E

359.86'

N 67°10'24" W

400.28'

112.18'

S 68°16'16" E

369.01'

N 68°16'16" W

369.65'

S 02°38'30" E

32.59'

N 69°38'30" W

89.37'

S 69°38'30" E

76.28'

Michael Straub

Michael Straub, PS
Ohio 7055



Survey Legend

CCDR Cuyahoga County Deed Records
PPN Permanent Parcel Number
N North
S South
E East
W West
POC Point of Commencement
POB Point of Beginning
M Monument Box
Centerline
Right of Way (ROW) Line
Record Property Line
Record Section Line

ROYALTON RD (VARIES)

POC

STRAUB SURVEYING, LLC
PROFESSIONAL LASER SCANNING AND SURVEYING SERVICES
LAKESIDE, OHIO 44137
17415 DETROIT AVENUE
PHONE 440-333-1720
INFO@STRAUBSURVEYING.COM

PROJECT:
22-024 Abbey Road

Drawn By:
CS

Date:
2/10/2023

AN ORDINANCE AUTHORIZING PURCHASE OF AND ACCEPTANCE OF AN EASEMENT FROM TRI MOR, LTD FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF A SANITARY FORCE MAIN SEWER OF PPN 483-11-012, AND DECLARING AN EMERGENCY

- WHEREAS: Council has declared it necessary to make certain public improvements to the Abbey Road Sanitary Sewer project; and
- WHEREAS: Council finds it necessary to obtain an easement from Tri Mor, LTD of PPN 483-11-012, for the purpose of installation and maintenance of a sanitary force main sewer and gravity sewer as an integral part of the project.

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

- Section 1. The Mayor is hereby authorized to enter and execute said easement in substantially the same or similar form as a copy of which is attached hereto and marked as Exhibit A.
- Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.
- Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to obtain this easement for the purpose of installation and maintenance of a sanitary force main sewer and gravity sewer through property owned by Tri Mor, LTD.

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

PRESIDENT OF COUNCIL

APPROVED: _____

MAYOR

DATE PASSED: _____

DATE APPROVED: _____

ATTEST: _____

DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

**EASEMENT FOR INSTALLATION AND
MAINTENANCE OF A SANITARY FORCE MAIN SEWER
PARCEL NUMBER 483-11-012
CITY OF NORTH ROYALTON
CUYAHOGA COUNTY, OHIO**

1. **TRI-MOR LTD, An Ohio limited liability company**, the Grantor herein, as a gift/donation to the City of North Royalton grants a perpetual SANITARY FORCE MAIN AND GRAVITY SEWER easement in the following described property attached as Exhibit A.

2. A true and accurate description of the SANITARY FORCE MAIN AND GRAVITY SEWER easement is found in the Legal Description and Drawing which is identified as Exhibit A and which is attached hereto and incorporated fully herein as if fully rewritten herein.

3. Grantor and Grantee agree that all references to either party in this instrument shall include that party and the party's heirs, administrators, successors and/or assigns.

4. In consideration of the mutual covenants contained herein, the Grantor hereby grants and conveys unto the Grantee the right and easement to enter upon the easement to lay, install, operate, repair, remove and maintain therein a SANITARY FORCE MAIN AND GRAVITY SEWER and appurtenances which the Grantee deems to be necessary or advisable from time to time; or to do any other thing which the Grantee deems to be necessary or advisable in order to operate or maintain said SANITARY FORCE MAIN AND GRAVITY SEWER, pipes and appurtenances in accordance with the ordinances, rules and regulations of the Grantee which are now in effect or may be adopted hereafter.

5. The City of North Royalton agrees to pay the entire costs of installing and maintaining a SANITARY FORCE MAIN AND GRAVITY SEWER and appurtenances upon the easement. The SANITARY FORCE MAIN AND GRAVITY SEWER and appurtenances shall upon completion, and approval by the Grantee, become and remain the property of the Grantee, City of North Royalton.

6. The Grantor hereby restricts the easement against the construction thereon of any temporary or permanent structures.

7. The Grantor agrees to keep the easement free of materials, equipment, vehicles, trees, shrubbery, and any other obstructions which would interfere with Grantee's access to or maintenance of SANITARY FORCE MAIN AND GRAVITY SEWER and appurtenances. Grantor further agrees to make no alterations to the easement which would increase the depth of the SANITARY FORCE MAIN AND GRAVITY SEWER to more than six feet (6') or reduce its depth to less than four feet (4').

8. If the Grantor desires to alter the easement in any way other than as expressly permitted herein, he must obtain the prior written approval of the Grantee. Upon receipt of such approval, the Grantor shall at his own expense relocate or reconstruct all or any portion of the SANITARY FORCE MAIN AND GRAVITY SEWER and appurtenances which are affected by such alteration. Where necessary, the Grantor shall grant a new easement of not less than THIRTY feet (30') in width under the same terms and conditions as herein provided. The relocated or reconstructed SANITARY FORCE MAIN AND GRAVITY SEWER and appurtenances shall, upon completion, and approval by the Grantee, become the property of the grantee, City of North Royalton.

9. If the Grantor violates any of the provisions of this easement, the Grantee, at the expense of the Grantor, may enter upon the easement and make such alterations as are necessary to bring the easement into compliance with the provisions of this easement.

10. Whenever maintenance or work of any kind is performed on the easement under the terms of this easement, Grantee, City of North Royalton shall bear the responsibility for restoration of the easement and their environs to their original topographical condition.

11. The City of North Royalton assumes liability for any and all damage, injury or loss to any person or property caused by, related to or resulting from any leaks in the SANITARY FORCE MAIN AND GRAVITY SEWER or appurtenances or the maintenance, construction, reconstruction or relocation of said SANITARY FORCE MAIN AND GRAVITY SEWER or appurtenances. The Grantor agrees to indemnify and hold harmless the Grantee from any and all expense incurred and damage to the SANITARY FORCE MAIN AND GRAVITY SEWER and appurtenances caused by, related to or resulting from Grantor's construction within or upon the easement or from any other use of the easement by the Grantor.

12. The Grantor hereby reserves the right to use the easement for the passage or transportation of personnel, materials or equipment, and to make such other use of the easement as is not expressly prohibited by or inconsistent with the terms of this easement.

13. The Grantor and the Grantee mutually agree that neither the recording of this instrument nor its acceptance by the Grantee shall be construed as a dedication of the easement or an agreement by the Grantee to accept the easement for dedication for public use as a street.

14. The Grantor covenants with the Grantee that it is well seized of the easement as a good

and infeeasible estate in fee simple and has the right to grant and convey the easement in the manner and form above written. The Grantor further covenants that he will warrant and defend the premises with the appurtenances thereunto belonging to the Grantee against all lawful claims and demands whatsoever for the purposes described herein.

TO HAVE AND TO HOLD the above granted SANITARY FORCE MAIN SEWER easement, right-of-way, appurtenances and additions installed by the Grantee, for the purposes above mentioned, unto the Grantee forever.

IN WITNESS WHEREOF(he/she/they) have hereunto set (his/her/their) hands on this 12th day of September, 2023.

Signed in the Presence of:




Grantor:

Tri. Mor. Ltd.



By: Neille Vitale

President

Title:

STATE OF OHIO)

COUNTY OF SUMMIT)

SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named Neille Vitale, who acknowledged that (he, she, they) did sign the foregoing instrument and that the same is (his, her, their) free act and deed, personally and as such officer(s) and the free act and deed of said (corporation, partnership).

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Jacqueline N. Bragg

NOTARY PUBLIC

My Commission expires: 12/03/2027

This document was prepared by: The City of North Royalton, Ohio



Jacqueline N. Bragg
Notary Public, State of Ohio
My Commission Expires:
December 3, 2027

Legal Description
30' Wide Sanitary Sewer Easement
22,869 Square Feet

February 10, 2023
Project 22-024
Page 1 of 1

EXHIBIT "A"

Easement 2

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being part of Original Royalton Township Section No. 3, being a 30 foot wide sanitary sewer easement across "Parcel No. 4" as described in the deed to Tri-Mor LTD. dated November 22, 2021 and recorded as AFN #202111220384 of Cuyahoga County deed records, and bounded and described as follows:

Commencing at the intersection of the centerline of Abbey Road with the centerline of Royalton Road; thence along the centerline of Abbey Road, North 02°38'30" West 1189.34 feet to the southwesterly corner of "Parcel Two" as described in the deed to Velocity Trucking LLC dated February 9, 2022 and recorded as AFN #202202090400 of Cuyahoga County deed records; thence along the southerly line of said "Parcel Two", North 89°56'03" East 1146.44 feet, passing through the easterly right of way line of Abbey Road at 30.03 feet, to the westerly line of said "Parcel No. 4"; thence along said westerly line of said "Parcel No. 4", South 02°38'30" East 402.79 feet to the northwesterly corner of an easement as described in the document to The Cleveland Electric Illuminating Company dated January 21, 1976 and recorded as Land Title Registration Document No. 317881, and the Principal **Point of Beginning**;

Course 1: thence along said westerly line of said "Parcel No. 4", North 02°38'30" West 32.59 feet;

Course 2: thence parallel with the northerly line of said easement of lands of said The Cleveland Electric Illuminating Company and 30 feet therefrom, South 69°38'30" East 763.12 feet to the westerly line of lands as described in the deed to 9960 York Alpha Drive, LLC dated August 1, 2011 and recorded as AFN #201108010576 of Cuyahoga County deed records;

Course 3: thence, along said westerly line of said lands of 9960 York Alpha Drive, LLC, South 00°15'50" East 32.05 feet to the northerly line of said easement of lands of said The Cleveland Electric Illuminating Company;

Course 4: thence, along said northerly line of said easement of lands of said The Cleveland Electric Illuminating Company, North 69°38'30" West 761.68 feet to the Principal Point of Beginning, containing within said bounds 22,869 square feet.

This description prepared by Michael Straub, PS 7055 of Straub Surveying, LLC on February 10, 2023 and is based on record information. The basis of bearings is the centerline of Abbey Road, based on centerline monuments found, and is to an assumed meridian used to denote angles only.

ORDINANCE NO. 23-154

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE ACCEPTING A PERPETUAL UTILITY EASEMENT FROM
VELOCITY TRUCKING, LLC, PERMANENT PARCEL NOS.
483-11-003 AND 483-11-015, AND DECLARING AN EMERGENCY

WHEREAS: Velocity Trucking, LLC has granted the City of North Royalton a perpetual utility easement for Permanent Parcel Nos. 483-11-003 and 483-11-015 for the creation of a multi-purpose utility easement upon and across the within described real estate; and

WHEREAS: Council desires to accept said easement.

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

Section 1. Council hereby accepts a perpetual utility easement for Permanent Parcel Nos. 483-11-003 and 483-11-015, a copy of which is attached hereto and marked as Exhibit A.

Section 2. The Law Department shall take all steps necessary to record the easement at City expense.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to accept the perpetual utility easement for Permanent Parcel Nos. 483-11-003 and 483-11-015 so that work can commence.

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

PERPETUAL UTILITY EASEMENT

Velocity Trucking, LLC, an Ohio limited liability company, the Grantor(s), in consideration of the sum of \$6,700.00 to be paid by the City of North Royalton, Ohio, the Grantee, does convey(s) to Grantee, its successors and assigns, a perpetual multi-purpose utility easement for the construction and maintenance upon and across the within described real estate. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted; provided, (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter), which is more particularly described in Exhibit A attached, the following described real estate:

SEE EXHIBIT A ATTACHED

Cuyahoga County Current Tax Parcel No. 483-11-003 & 483-11-015
Prior Instrument Reference: General Warranty Deed Instrument #202202090400, Cuyahoga
County Recorder's Office

Grantor(s), for themselves and their successors and assigns, covenant(s) with the Grantee, its successors and assigns, that they are the true and lawful owner(s) in fee simple, and have the right and power to convey the property and that the property is free and clear from all liens and encumbrances, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the property against all claims of all persons.

IN WITNESS WHEREOF
August, 2023.

have hereunto set their hands on the 24 day of

Volodymyr Pendzey
Velocity Trucking LLC

Volodymyr PENDZEY (owner)
BY:

STATE OF OHIO, COUNTY OF Cuyahoga. SS:

BE IT REMEMBERED, that on the 24th day of August, 2023, before me the subscriber, a Notary Public in and for said state and county, personally came the above named who acknowledged the foregoing instrument to be their voluntary acts and deeds.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



JENNIFER DUKES
Notary Public
State of Ohio
My Comm. Expires
December 19, 2027

Jennifer Dukes

NOTARY PUBLIC

My Commission expires: 12-19-27

This document was prepared by: The City of North Royalton, Ohio

Legal Description
30' Wide Sanitary Sewer Easement
6,698 Square Feet

February 10, 2023
Project 22-024
Page 1 of 1

EXHIBIT A
Easement 4

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being part of Original Royalton Township Section No. 3, being a 30 foot wide sanitary sewer easement across "Parcel One" and "Parcel Two" as described in the deed to Velocity Trucking LLC dated February 9, 2022 and recorded as AFN #202202090400, and bounded and described as follows:

Commencing at the intersection of the centerline of Abbey Road with the centerline of Royalton Road; thence along the centerline of Abbey Road, North 02°38'30" West 1379.84 feet to the southwesterly corner of lands described in the deed to VS Abbey Road Business Park & Self Storage, LLC dated November 11, 2022 and recorded as AFN #20221101000088 of Cuyahoga County deed records; thence along the southerly line of said lands of VS Abbey Road Business Park & Self Storage, LLC, North 89°56'03" East 30.03 feet to the easterly right of way line of Abbey Road; thence along said easterly right of way line, South 02°38'30" East 82.84 feet to the **Principal Point of Beginning**;

Course 1: thence South 66°04'16" East 264.47 feet, passing through the southerly line of said "Parcel One" at 42.15 feet, to the southerly line of said "Parcel Two";

Course 2: thence along said southerly line of said "Parcel Two", South 89°56'03" West 73.77 feet;

Course 3: thence parallel with Course 1 and 30 feet therefrom, North 66°04'16" West 182.07 feet to said easterly right of way line of Abbey Road;

Course 4: thence along said easterly right of way line of Abbey Road, North 02°38'30" West 33.54 feet to the Principal Point of Beginning, containing within said bounds 6,698 square feet.

This description prepared by Michael Straub, PS 7055 of Straub Surveying, LLC on February 10, 2023 and is based on record information. The basis of bearings is the centerline of Abbey Road, based on centerline monuments found, and is to an assumed meridian used to denote angles only.

ORDINANCE NO. 23-155

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE ACCEPTING A PERPETUAL UTILITY EASEMENT FROM
9960 YORK ALPHA, LLC, PERMANENT PARCEL NO.
483-13-002, AND DECLARING AN EMERGENCY

WHEREAS: 9960 York Alpa, LLC has granted the City of North Royalton a perpetual utility easement for Permanent Parcel No. 483-13-002 for the creation of a multi-purpose utility easement upon and across the within described real estate; and

WHEREAS: Council desires to accept said easement.

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

Section 1. Council hereby accepts a perpetual utility easement for Permanent Parcel No. 483-13-002, a copy of which is attached hereto and marked as Exhibit A.

Section 2. The Law Department shall take all steps necessary to record the easement at City expense.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to accept the perpetual utility easement for Permanent Parcel No. 483-13-002 so that work can commence.

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

PERPETUAL UTILITY EASEMENT

9960 York Alpha Drive, LLC, the Grantor(s), in consideration of the sum of \$8,800.00 to be paid by the City of North Royalton, Ohio, the Grantee, does convey(s) to Grantee, its successors and assigns, a perpetual multi-purpose utility easement for the construction and maintenance upon and across the within described real estate. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted; provided, (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter), which is more particularly described in Exhibit A attached, the following described real estate:

SEE EXHIBIT A ATTACHED

Cuyahoga County Current Tax Parcel No. 483-13-002

Prior Instrument Reference: Fiduciary Deed Instrument #201108010576 and Warranty Deed Instrument #200910141103, Cuyahoga County Recorder's Office

Grantor(s), for themselves and their successors and assigns, covenant(s) with the Grantee, its successors and assigns, that they are the true and lawful owner(s) in fee simple, and have the right and power to convey the property and that the property is free and clear from all liens and encumbrances, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the property against all claims of all persons.

IN WITNESS WHEREOF
AUGUST, 2023.

have hereunto set their hands on the 14th day of

9960 YORK ALPHA DRIVE, LLC,
an Ohio limited liability company

By: York Alpha Drive Holding
Company, LLC,
an Ohio limited liability company
Its: Sole Member

By: Lynn P. Schreiber
Lynn P. Schreiber, Manager

STATE OF OHIO, COUNTY OF Cuyahoga ss:

BE IT REMEMBERED, that on the 14th day of August, 2023, before me
the subscriber, a Notary Public in and for said state and county, personally came the above named
who acknowledged the foregoing instrument to be their voluntary acts and deeds.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal
on the day and year last aforesaid.



HOLLY COLLINS
Notary Public, State of Ohio
My Commission Expires
November 15, 2023

Holly Collins
NOTARY PUBLIC
My Commission expires: 11/15/2023

This document was prepared by: The City of North Royalton, Ohio

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ENGINEER TO ACCEPT A GRANT AND ENTER INTO A GRANT AGREEMENT BETWEEN THE CITY OF NORTH ROYALTON AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR THE ABBEY ROAD SANITARY SEWER PROJECT AND CONSTRUCTION OF A FORCE MAIN, AND DECLARING AN EMERGENCY

- WHEREAS: The City of North Royalton has been awarded a grant in the amount of \$2,000,000 from the U.S. Department of Housing and Urban Development (HUD) for the Abbey Road Sanitary Sewer Project and construction of a force main; and
- WHEREAS: It is therefore necessary for Council to accept the grant and to enter into an agreement with the U.S. Department of Housing and Urban Development (HUD) for this grant award; and
- WHEREAS: Council desires to accept the grant and to authorize the Mayor to enter into this agreement.

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

- Section 1. The Mayor is hereby authorized to enter into a grant agreement with the U.S. Department of Housing and Urban Development (HUD) for the Abbey Road Sanitary Sewer Project and construction of a force main, pursuant to terms and conditions as approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.
- Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.
- Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to authorize the Mayor to enter into a grant agreement with the U.S. Department of Housing and Urban Development (HUD) for the Abbey Road Sanitary Sewer Project and construction of a force main to demonstrate the city’s formal acceptance of the grant.

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

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

**FY 2023 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-23-CP-OH-1200**

Grantee Name: City of North Royalton

Grantee Address: 14600 State Rd. North Royalton, OH 44133

Grantee's Unique Entity Identifier (UEI): HG7TAUYBBYM8

Grantee's Employer Identification Number (EIN) 34-6002054

Federal Award Identification Number (FAIN) B-23-CP-OH-1200

Assistance Listing Number and Name 14.251 Economic Development Initiative,
Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date Date of grant obligation

Period of Performance/Budget Period End Date August 31, 2031

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of North Royalton (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2023 (Public Law 117-328) and the Explanatory Statement for Division L of that Act, which was printed in the Senate section of the Congressional Record on December 20, 2022 (Explanatory Statement).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$2,000,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development - Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2023 and the Explanatory Statement are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After December 29, 2022, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed on or before December 29, 2022, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendments become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR Part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Grantee's Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

E. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the Grantee is advised to make its final request for payment under the grant no later than September 15, 2031.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

E. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability

requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

City of North Royalton

(Name of Organization)

BY:

(Signature of Authorized Official)

Larry Antoskiewicz, Mayor

(Typed Name and Title of Authorized Official)

(Date)

HUD

BY:

Robin J. Keegan,

Deputy Assistant Secretary for Economic Development

(Date)

APPENDIX 1 – Project Narrative

APPENDIX 2 – Approved Budget

APPENDIX 3 – Grantee's Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- ☒ The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- ☐ The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee's indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

APPENDIX 4 –

Award Term and Condition for Grantee Integrity and Performance Matters

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

- (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and
- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

- (1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

- (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's Project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

- i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

- ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

- ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Project Planning for B-23-CP-OH-1200 City of North Royalton

Introduction and Purpose

Describe the proposed project and discuss why the project is needed. Be sure to include any existing compliance issues or future permitting concerns.

The Abbey Road Sanitary Improvements Project provides centralized gravity sewer collection system in a unsewered area within the city to provide sewer service to residents and local businesses as well as support development opportunities for 150 acres of industrially zoned vacant land. Construction of the proposed 15-inch diameter sanitary sewer will require existing residents and businesses to connect to the collection system and abandon on-site septic treatment systems as required by Cuyahoga County Health Department to meet environmental compliance and health and safety requirements.

The project also includes construction of a force main that will convey flow from a pump station at the City's Wastewater Treatment Plant 'B' for long term service and operations of the northern sewershed area with existing sanitary sewer service.

This project is subject to Ohio Environmental Protection Agency (Ohio EPA) Permit-To-Install (PTI) permit application process for the installation of sanitary sewers. The project has been submitted to Ohio EPA for PTI permit issuance.

Existing Situation

Describe the type/condition/limitations of existing wastewater systems. Include capacity and inflow/infiltration analysis, if applicable.

Describe existing service area and population served.

Include a map of existing systems/service areas, if applicable

An existing 8-inch diameter sanitary sewer provides limited sewer service to homes along Abbey Road. Due to the relatively shallow depth and extent of this sewer, it can only serve 52 acres of road frontage with a capacity of 0.023 million gallons per day (mgd) of sanitary sewer flow compared to the proposed 15-inch diameter sanitary sewer that will have a capacity of 3.63 mgd for the full-service area represented on the attached map. The areas in solid color represent the 52-acre area with existing sanitary sewer coverage, whereas the hatched areas represent the expanded service area with construction of the proposed sanitary sewer.

Future Conditions

Describe other related projects anticipated for implementation over the next twenty years.

Describe the projected service area and the projected population to be served.

The unsewered vacant land is zoned industrial and planned for development with an estimated 972,825 square feet of commercial floor space for the York Beta Industrial Park area within the blue hatched area of the exhibit. The sanitary sewer also allows for an estimated additional 755,370 square feet of commercial floor space of future development area on the west side of Abbey Road.

Alternatives

Describe the project alternatives considered. Along with a cost comparison, the description should include all other relevant technical, managerial, financial, operational, and local factors that will be part of the decision-making process. Where environmental resources (streams, wetlands, woodlots, etc.) may be present, explain how avoidance of impacts to such resources was included in the evaluation of alternatives. Discuss potential regionalization alternatives, if applicable.

The sanitary sewer design alternatives analysis was performed as Technical Memorandum No. 2, Forcemain and Gravity Sewer Alignment Study dated May 2022. Please refer to the attached. The evaluation included qualitative analysis of each alignment as shown in Section 4, evaluating each alignment based on constructability, environmental impacts, maintenance, permitting and public acceptance metrics. The summary in Section 4.5.2 shows scoring criteria in favor of the north-south alignment along Abbey Road with an east-west leg along the north side of the Turnpike to a connection point to the existing interceptor sewer.

Selected Alternative

Identify the basis for choosing the selected alternative (lowest cost, operational efficiency, fewest environmental impacts, etc.), thereby demonstrating that it is a cost-effective alternative. Describe the selected alternative in sufficient detail, including the following:

- *Provide an engineering description of the facilities to be constructed, including a basic layout, sizing of treatment units, and intended capacity of the treatment facilities.*
- *Describe how this project will address current compliance issues, if applicable.*
- *Demonstrate how the proposed facility will be sized for current needs with an appropriate allowance for future growth.*
- *Include a map of the project area, indicating where construction will occur.*

The Abbey Road Sanitary Sewer Improvement project plans have been completed and submitted to Ohio EPA for PTI permit approval. Please refer to the attached gravity sewer design calculations document and project plans that show the alignment of the sanitary sewer.

Preliminary Estimate

Provide a preliminary estimate of the proposed project's costs and the associated impact on local user rates. If a rate increase is needed to support the project, an estimate of the increase should be included.

The estimated construction cost is \$9,994,000 for the Abbey Road Sanitary Sewer Improvement project. The City is not considering rate increases or assessment to properties for project reimbursement. The engineer's opinion of probable cost for construction of the project is attached for reference.

Public Participation

Provide information regarding public participation for the project, to date, such as minutes from council meetings, public meeting information, or newspaper articles. Describe any planned public participation activities, particularly for projects that may be controversial. 2

The project was presented to City Planning Commission on May 3, 2022, for approval. The City provided notification letters to property owners within a 500-foot radius of the project area. The design team presented the project overview along with project details including new sanitary service for existing properties, work areas and easements, maintenance of traffic and impacts to local residents and businesses. Community members and local property owners that attended the planning commission meeting were given opportunity to ask questions and receive answers from the design team and the City approved the project for commencement.

Below are hyperlinks to public facilitates planning documents that helped to inform and support the investment in expanding the industrial park development. Specifically, the steering committee for the community's 2021 Master Plan ranked this project as a priority. The Cuyahoga County HUD Consolidated Plan emphasizes the need for infrastructure investments to support economic development by declaring a need for "job ready sites to attract business." (pg.163) The Cuyahoga County 5-year Economic Development Plan summarizes the direction and support structure in place to attract businesses to the community and to create good paying jobs to the area.

- Master Plan [2021 North Royalton Master Plan](#)
 - Cuyahoga County 5 year Economic Development Plan [R2020-0156C Five Year Plan Action Item Status Report as of July 2020.pdf \(cuyahogacounty.us\)](#)
- Cuyahoga County HUD Consolidated Plan [Microsoft Word - 2020-2024 CONS Plan Cuyahoga County DoD.docx \(cuyahogacounty.us\)](#)

Environmental Issues

Describe the project area's major resources (streams, wetlands, forests, historic structures, etc.) and possible impacts of the project implementation on these resources. Describe how impacts to these resources can be avoided or minimized. List any other review agencies that have been contacted for input and the response received, if any.

Identify construction-related impacts (noise, dust, traffic disruption, sediment runoff, etc.) specific to the type of work proposed and discuss applicable best management practices to address them.

There are no anticipated environmental issues associated with construction of this project. An environmental review will be performed to confirm or identify any environmental resources that need to be protected.

Funding

Describe all anticipated sources of funding for the project:

City of North Royalton will borrow from the Ohio Water Development Authority for their local portion of the funds, the balance of the funds are Congressional earmark funds.

Outputs and outcomes

Describe the projects overarching result, and who benefits from the project

1 Sanitary sewer facilities expanded

755,370 square feet of commercial floor space of future development area on the west side of Abbey Road

6 parcels that currently are on septic will have new sanitary sewer service

Workplan for identifying contractors

The city will publicly advertise the project for contractor bids. The advertisement will be posted in the local newspaper for legal notice and plan rooms will be notified of the project for subscribed contractors to receive communications of the project advertisement.

City of North Royalton

	Funding Source	Abbey Road Sanitary Improvements Project	
		Congressionally Directed Spending	\$ 2,000,000.00
		OEPA SRF Loan	\$ 7,994,000.00
			\$ -
			\$ -
		Funding Total	\$ 9,994,000.00
A.	Personnel		
		<i>Salary Total</i>	\$0
B.	Fringe		
		<i>Fringe Total</i>	\$0
C.	Travel		
		<i>Travel Total</i>	\$0
D.	Equipment		
		<i>Equipment Total</i>	\$0
E.	Supplies		
		<i>Supplies Total</i>	\$0
F.	Contractual		
		Engineering for sanitary sewer improvements	\$432,650
		<i>Contractual Total</i>	\$432,650
G.	Construction	Congressional earmark (CDS) will go towards Construction costs	\$2,000,000
			\$7,224,610
		<i>Construction Total</i>	\$7,224,610
H.	Other		
		General conditions, bonds insurance, phasinh, escalation	\$1,428,395
		Contingency	\$908,566
		<i>Other Total</i>	\$2,336,961
I.	Total Direct Charges		\$9,994,221
J.	Indirect		
		Salaries + Fringe * Indirect Rate (15.95%)	\$0
		<i>Indirect Total</i>	\$0
K.	Totals (sum of I and J)		\$9,994,221

ORDINANCE NO. 23-157

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN A MATCHING FUND LETTER COMMITTING AN INVESTMENT OF \$10,000,000 FROM NORTH ROYALTON WITH THE OHIO DEPARTMENT OF DEVELOPMENT, FOR A GRANT IN THE AMOUNT OF \$10,000,000 FROM THE WASTEWATER INFRASTRUCTURE 2024/2025 GRANT PROGRAM, AND DECLARING AN EMERGENCY

WHEREAS: A grant application was submitted to the Ohio Department of Development for \$10,000,000 to be used towards the Wastewater Treatment Plant B Conversion and the Abbey Road Sanitary Force Main and Gravity Sewer Improvements Project; and

WHEREAS: In order to qualify to secure the grant from the Wastewater Infrastructure 2024/2025 Grant Program, this matching fund letter must be signed and submitted to the Ohio Department of Development; and

WHEREAS: Council hereby authorizes the Mayor to sign said matching fund letter.

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

Section 1. Council hereby authorizes the Mayor to sign a matching fund letter with the Ohio Department of Development committing an investment from North Royalton in the sum of \$10,000,000 in consideration for a grant in the amount of \$10,000,000 from the Wastewater Infrastructure 2024/2025 Grant Program.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to authorize the Mayor to sign a matching fund letter with the with Ohio Department of Development, for a grant in the amount of \$10,000,000 from the Wastewater Infrastructure 2024/2025 Grant Program in order to receive such grant.

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

PRESIDENT OF COUNCIL

APPROVED:

MAYOR

DATE PASSED:

DATE APPROVED:

ATTEST:

DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



Water and Wastewater Infrastructure Grant

Fiscal Year 2024-2025 Program Guidelines

House Bill 33 provided funds for the Water and Wastewater Infrastructure Grant program to help Ohio communities make necessary investments in water and wastewater infrastructure. Projects receiving funds will improve access to clean drinking water and wastewater infrastructure.

The program is being administered by the Ohio Department of Development (Development) in partnership with the Ohio Environmental Protection Agency (Ohio EPA).

Eligible Applicants

All political subdivisions with the authority to own and operate public water and sewer systems and non-profit, non-community public water systems may submit an application. Political subdivision means a county, township, municipal corporation, or other body corporate and politic responsible for governmental activities in a geographic area smaller than that of the state.

Eligible Projects

There is one type of eligible project: construction.

Eligible construction projects can receive a maximum grant amount of \$5 million. At the discretion of the Director of Development, additional grant funding may be awarded for an individual project due to lack of matching funds and other inhibiting factors. Maximum project awards in these circumstances shall not exceed \$10 million and are solely at the discretion of the Director.

Examples of infrastructure construction projects could include, but are not limited to:

- Sewer/wastewater treatment plant (WWTP) improvements/expansion
- New/replacement sanitary sewer lines
- Excess sanitary sewer infiltration/inflow correction
- Improvements to public drinking water treatment facilities
- Drinking water line improvements or extensions
- Repair, replacement, and construction of drinking water storage towers

Total project awards are determined at the discretion of Development.

Eligible Costs

Eligible costs include:

- Water or wastewater treatment facility and collection/distribution system improvements
- Covering tap-in fees for households connecting to a centralized sewer system or drinking water distribution system
- Professional fees (cannot exceed 10% of total request)
- Administrative costs (cannot exceed 10% of total request)
- Other (detailed description of other costs must be provided)

Administrative costs are for costs related to submitting reimbursement requests and submitting reporting information as requested by Development. Administrative costs must adhere to all uniform cost guidance.

Applicants are encouraged to ensure that projects use strong labor standards, including project labor agreements and community benefit agreements that offer wages at or above the prevailing rate. Local hiring is also strongly encouraged.

If a project includes operational and information technology systems, the applicant must demonstrate cybersecurity risks, relevant to the type and scale of the project, were considered and a plan was developed. Please see the Cybersecurity Requirements for State of Ohio Critical Infrastructure Grants document [here](#) if you have questions.

Ineligible Costs

Projects cannot charge costs associated with planning or design. Costs incurred prior to the grant period are ineligible but may be counted toward matching funds. The American Rescue Plan Act (ARPA) aligns program eligibility with that of the State Revolving Fund programs, and as such, some other costs may be determined to be ineligible (ex.: excessive pavement replacing, land acquisition, indoor plumbing, etc.).

Matching Funds

Utilizing matching funds is strongly encouraged. If a project cannot demonstrate match funds, the eligible applicant must describe why match funds cannot be obtained and how the project will be successful without additional resources. Matching fund sources can include local ARPA funding, other local, state, or federal grant dollars, or other sources. Match funds can be counted for project related expenditures up to two years prior to the grant start date. In addition, the on-going operation and maintenance costs associated with construction of new infrastructure can be submitted as match contribution.

Application Evaluation Criteria

Projects must be “shovel ready” to be completed by October 2026 and meet Project Completion Deadlines listed below. Projects must demonstrate alleviation of a public health concern, and/or increase access to public sewer or drinking water. Documentation to demonstrate alleviation of a public health concern can include, but is not limited to Notices of Violation, Director’s Final Findings and Orders, Consent Orders, etc.

Application Process

Applications will be reviewed in the order received. In order to access the application, individuals will be required to login using an existing OH|ID or create a new OH|ID, which provides users with secure access to state of Ohio services and programs. For more information on creating an OH|ID, please click [here](#).

Upon submission of a complete application, the applicant will receive an email from Development confirming that the application has been received. Submission of a complete application does not ensure the applicant will be awarded. If Development determines that an application is ineligible, or the documentation attached does not meet the requirements, the applicant will be notified via email that the application has not been accepted for funding.

Awards will be given for priority projects until funds are depleted. If a project funded in previous rounds that was awarded less than \$10,000,000 requires additional funds, applications to close this gap will be accepted.

Eligible applicants will be required to provide the following on each application:

- Applicant Contact Information (including indicating a primary contact)
- Project Name
- Project location (city/village)
- County(ies) to be served, identify primary county served (include map)
- List construction Project type
 - Construction grant for a public drinking water infrastructure project
 - Construction grant for a wastewater infrastructure project
 - Construction grant for a combination drinking water and wastewater infrastructure project
- Project description – include the projected project completion date
- Estimated population number to be served
- Median Household income for the area served is less than the statewide average Median Household Income (check if yes)
- Is the community unemployment rate greater than the current state unemployment rate (check if yes)
- Project will provide public water in an unserved area (check if yes)
- Project will provide sewer services in an unserved area (check if yes)
- Project will regionalize or connect two or more community systems (check if yes)
- Project will address a significant water quality and/or public health concerns (check if yes)
 - If yes, provide documentation (Notices of Violation, Director's Final Findings and Orders, Consent Orders, etc.)
- Project will achieve compliance with a current compliance-related order (check if yes)
- The project area has a large number of failing home sewage treatment systems (check if yes)
- The project area experiences sewage back-ups into basements (check if yes)
- The project area experiences either sanitary sewer overflows or combined sewer overflows (check if yes)
- The project area has contaminated drinking water wells (check if yes)
- The Public Water System has consistently not met treatment standards (check if yes)
- The project will address a high-risk for critical infrastructure failure (check if yes)
- The project received a design award from Development in a previous funding round
- For eligible projects (check all that apply):

- Engineering/design plans are in development
- Engineering/design plans are complete and approved
- Project has received applicable permits from the Ohio EPA
- Construction on the project can begin with 1-6 months
- Construction on the project can begin with 6-12 months
- Construction on the project can begin with 12-18 months
- Construction on the project can begin with 18 months
- Total Project Costs
- Total Requested Amount
- Project budget and Match budget (including sources)
- Documentation (as applicable)
 - Engineering agreements
 - Project Map
 - Documentation of match funds
 - Engineering reports
 - Approved permits
 - Economically disadvantaged criteria verification
 - Verification of Ohio Supplier ID
 - Verification of registration in Sam.Gov and Unique Entity Identification
 - Other supporting documentation

Reimbursement Requests

Once a project has been identified by Development to receive a grant award, Development will notify the eligible application of the process to receive grant funds. Applicants may submit for funding reimbursement as needed but must ensure grant funds greater than \$5,000 will not reside in the eligible applicants account for longer than 30 days.

An Ohio Supplier ID is required for disbursement and should be sent to Development along with the signed Grant Agreement. If the eligible applicant does not currently have an Ohio Supplier ID, the business will be required to register for an Ohio Supplier ID at [Supplier.Ohio.gov](https://supplier.ohio.gov).

Businesses will only be able to receive an award once a valid Ohio Supplier ID matching the FEIN/SSN provided in the application has been obtained and is verified by Development. Applicant businesses that need assistance obtaining an Ohio Supplier ID or need to make changes to an existing Ohio Supplier ID should visit: <https://ohiopays.ohio.gov>

Sam.gov Registration

Grantees are required to have an active registration at SAM.gov to receive any funds. The Unique Entity Identification (UEID) number will be required, along with its expiration date, on the Grant Agreement. [Please follow this link for questions about your UEID.](#)

Maintenance of Records

Eligible applicants shall maintain records of all specific expenses for which the funds were used for a period of five (5) years from the final expenditure of received funds. These records shall include but not be limited to paid invoices, cancelled checks, payroll records and other documentation acquired when the permissible expense occurred. Upon request, the eligible applicant shall provide access to

these records to the State of Ohio, its agencies, agents, directors, and/or any party who has contracted with the State for the exclusive purposes of evaluating or ensuring compliance. At their own expense, eligible applicants shall prepare photocopies of all of the requested records to the State or any of the aforementioned parties upon written request of the State within a reasonable time of the request. Failure to abide by the requirement may result in a demand to repay.

Eligible Applicant Certification

Providing the signature of a duly authorized representative on an application, an applicant is certifying to Development and the state of Ohio that each of the certifications is true as of the date of signature and that each of the documents submitted are accurate and appropriate for the project requesting funds. By providing a signature on an application, the applicant also acknowledges that any person who knowingly makes a false statement to obtain an award of financial assistance may be required under Section 9.66(C) of the Revised Code to repay such financial assistance and shall be ineligible for any future economic development assistance from the State of Ohio, any state agency, or political subdivisions. Also, any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Section 2921.13(F)(1) of the Revised Code.

Public Records of Information

Public Records Information, documents, or other materials submitted to Development as part of an application are public records unless a statutory exception exists under Section 149.43 of the Revised Code or other relevant law that exempts the information, document, or other material from public release.

Project Completion Deadlines

All funds must be obligated (i.e., in contract) by the grantee no later than Dec. 31, 2024. Final reimbursements must be submitted by Aug. 1, 2026, and funds obligated by this date must be reimbursed no later than Oct. 1, 2026.

Failure to obligate funds by Dec. 31, 2024, will result in the cancellation of grant funds, and no extensions on this obligation deadline will be issued after that date, in accordance with the requirements of the American Rescue Plan Act and federal regulations.