



**By Call of Mayor John Licastro  
Village Council Meeting  
Wednesday, May 17, 2023 at 6:30PM  
Bratenahl Community Center 10300 Brighton Road**

**PLEASE SILENCE ALL ELECTRONIC DEVICES**

**AGENDA**

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Mayor's Report
  - a. Mayor's Court report
  - b. General Assembly update
  - c. Planning Commission
4. New Business:
  - a. Resolution 1302: Authorization to register with Sourcewell Purchasing Service
  - b. Resolution 1303: Authorizing the purchase of a diesel generator for Village Hall
  - c. Resolution 1304: Authorizing a landscape agreement, hold harmless and indemnification
  - d. Ordinance 4183: Amending appropriations
  - e. Ordinance 4184: Pay Claims
5. Adjournment

And any other business as may properly come before this Municipal Body may be considered and acted upon. Council reserves the right to enter Executive Session, for reasons as allowed by law.

Posted: May 15, 2023

Diana L. Cooks, Clerk of Council

Name	BENJAMIN			BURKE-JONES			HOEFLING			HUFFMAN			MCDONALD			YONCHAK		
Vote	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs
Suspension																		
Passage																		

RESOLUTION NO: 1302

INTRODUCED BY:

A RESOLUTION AUTHORIZING THE VILLAGE FISCAL OFFICER  
TO REGISTER WITH THE SOURCEWELL PURCHASING SERVICE  
COOPERATIVE AND TO USE SUCH COOPERATIVE AS A RESOURCE  
FOR THE VILLAGE'S COMPETITIVE PURCHASING NEEDS;  
AND DECLARING AN EMERGENCY

WHEREAS, pursuant to the provisions contained in Section 9.48 of the Ohio Revised Code, the Village of Bratenahl deems it cost effective to purchase certain products and services through the Sourcewell Purchasing Service Cooperative.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Bratenahl, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Village Fiscal Officer be, and she hereby is, authorized to register with Sourcewell Purchasing Service Cooperative on behalf of the Village of Bratenahl and to use Sourcewell as a resource for the Village's competitive purchasing needs.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the inhabitants of the Village of Bratenahl by reason of the need to take advantage of the competitive costs obtained by Sourcewell; wherefore, this Resolution shall be in full force and effect from and immediately after its adoption.

PASSED:

APPROVED:

\_\_\_\_\_  
John M. Licastro, Mayor

ATTEST:

\_\_\_\_\_  
Diana L. Cooks, Village Fiscal Officer

Name	BENJAMIN			BURKE-JONES			HOEFLING			HUFFMAN			MCDONALD			YONCHAK		
Vote	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs
Suspension																		
Passage																		

RESOLUTION NO: 1303

INTRODUCED BY:

A RESOLUTION AUTHORIZING THE PURCHASE OF A DIESEL GENERATOR  
FOR INITIAL USE AT VILLAGE HALL FROM BUCKEYE POWER SALES  
THROUGH THE SOURCEWELL PURCHASING SERVICE COOPERATIVE AND  
FOR THE PURCHASE OF OTHER NON-SOURCEWELL RELATED ITEMS  
AND DECLARING AN EMERGENCY

WHEREAS, the Village Fiscal Officer for the Village of Bratenahl has been authorized to register with Sourcewell Purchasing Service Cooperative; and

WHEREAS, pursuant to the provisions of Ohio Revised Code Section 125.04, the Village of Bratenahl deems it cost effective to acquire certain equipment and other Non-Sourcewell contract related items through the Sourcewell Purchasing Service Cooperative.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Bratenahl, County of Cuyahoga, State of Ohio, that:

SECTION 1. The Village Fiscal Officer is hereby authorized to enter into a contract on behalf of the Village of Bratenahl with the Sourcewell Purchasing Service Cooperative, through its authorized vendor, Buckeye Power Sales, and specifically contract 092222-KOH, for the purchase of a diesel generator for initial use at Village Hall and other Non-Sourcewell related items, as set forth in the product quotation attached hereto as Exhibit "A", said contract to be in such form as is approved by the Director of Law:

<b>Sourcewell Contract (092222-KOH)</b>		
One (1) Kohler Model 50REOZK Diesel Generator		\$43,590.16
<b>Non-Sourcewell Contract</b>		
Freight, Startup, Loadbank Testing, Tank Testing, Installation		<u>38,999.84</u>
<b>GRAND TOTAL</b>		<b><u>\$82,590.00</u></b>

SECTION 2. Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof, and the Village Fiscal Officer is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the Village. The Village Fiscal Officer be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this Village in the amounts and for the purposes as expressed in Section 1 hereof, said amounts to be charged to the appropriately

designated Fund.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the inhabitants of the Village of Bratenahl by reason of the immediate Village's need for the generator; wherefore, this Resolution shall be in full force and effect from and immediately after its adoption.

PASSED:

APPROVED:

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John M. Licastro, Mayor

ATTEST:

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Diana L. Cooks, Village Fiscal Officer



# EXHIBIT "A"

Job Name: Vge of Bratenahl 411 Replacement So

Quote Number:0026975138

Quote Submitted: 04-13-2023

Valid Through: 05-13-2023

Version 2.00

Page: 1

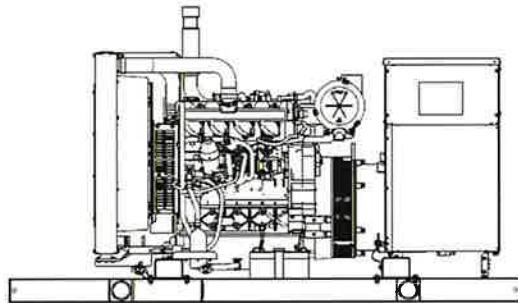
***With the uncertainty of the economy and the changes in commodities costs, this proposal is valid for 30-Days. Meaning equipment on this proposal needs to be released for production by 05-13-2023 in order to maintain pricing.***

To: Interested Bidder

From:

Matt Hartman  
Power System Sales  
Buckeye Power Sales  
8465 Tower Park Drive  
Twinsburg, Ohio 44087  
P: 330-425-9165 F: 330-487-0229  
[mhartman@buckeyepowersales.com](mailto:mhartman@buckeyepowersales.com)

## Generator



### Kohler Model: 50REOZK

This diesel generator set equipped with a 4P7BX alternator operating at 120/208 volts is rated for 51kW/63 kVA. Output amperage: 176

#### Standard Features:

- Kohler Co. provides one-source responsibility for the generating system and accessories.
- Approved for use with certified renewable Hydrotreated Vegetable Oil (HVO) / Renewable Diesel (RD) fuels compliant with EN15940/ASTM D975.
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- The 60 Hz generator set offers a UL 2200 listing.
- The generator set accepts rated load in one step.
- The 60 Hz generator set meets NFPA 110, Level 1, when equipped with the necessary accessories and installed per NFPA standards.
- The generator set engine is certified to meet the Environmental Protection Agency (EPA) emergency stationary emissions requirements.
- Tier 3 EPA-Certified for Stationary Emergency Applications (Not for sale in California)
- A one-year limited warranty covers all generator set systems and components. Two-and five-year extended limited warranties are also available.
- Air Cleaner, Heavy Duty
- Alternator Protection

- Battery Rack and Cables
- Open Crankcase Ventilation
- Oil Drain and Coolant Drain with Hose Barb
- Oil Drain Extension (with narrow skid and enclosure models only)
- Operation and Installation Literature
- Radiator Drain Extension (with enclosure models only)
- Stainless Steel Fasteners on Enclosure (with enclosure models only)

#### Alternator Features:

- The unique Fast-Response X excitation system delivers excellent voltage response and short-circuit capability using a rare-earth, permanent magnet (PM)-excited alternator
- The brushless, rotating-field alternator has broadrange reconnectability.

#### Other Features:

- Kohler designed controllers for guaranteed system integration and remote communication. See Controller son page 3.
- The low coolant level shutdown prevents overheating (standard on radiator models only.)Integral vibration isolation eliminates the need for under-unit vibration spring isolators.



Qty	Description
1	50REOZK Generator Set <b>Includes the following:</b> Literature Languages English Approvals and Listings UL2200 Listing Engine 50REOZK, 12V, 60Hz, KDI3404TM Nameplate Rating Standby 130C Rise Voltage 60Hz, 120/208V, Wye, 3Ph, 4W Alternator 4P7BX Cooling System Unit Mounted Radiator, 50C Skid and Mounting Skid/Tank Air Intake Heavy Duty Controller APM402 Enclosure Type Sound Enclosure Material Steel Enclosure Silencer Internal Silencer Fuel Tank Type State Fuel Runtime (Approx.) 24 Hours Subbase Fuel Tank Capacity 142 Gallons Fill Pipe/Spill Fill Options 5 Gal Spill Fill Containment Fuel Tank Vent Normal Vent, 12' Above Grade High Fuel Switch High Fuel Switch Tank Marking Options Combust Lqds - Keep Fire Away Tank Marking Options NFPA 704 Identification Starting Aids, Installed Heavy Duty, 1400W, 120V Electrical Accy.,Installed Battery, 1/12V, Wet Electrical Accy.,Installed Battery Charger, 10A Electrical Accy.,Installed Run Relay Electrical Accy.,Installed 2 Input/5 OutputModule Rating, LCB 1 Governor, Electronic Amps, LCB 1 80% Rated Trip Type, LCB 1 200 Interrupt Rating LCB 1 Thermal Magnetic Fuel Lines, Installed 18kA at 480V Miscellaneous Accy,Installed Flexible Fuel Lines Miscellaneous Accy,Installed Air Cleaner Restriction Ind. Miscellaneous Accy,Installed Coolant in Genset Miscellaneous Accy,Installed Rodent Guards Warranty Oil in Genset Standard
1	NEC Remote, E-Stop
1	RSA III, Annunciator only

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**Automatic Transfer Switch**

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**Kohler Model: KEP-DCTA-0400S-NK**

3 Pole, 4 Wire, Solid Neutral, 400 amp, Kohler Service Entrance rated Programmed automatic transfer switch, Model KEP-DCTA-0400S-NK, rated 208V, 60 Hz complete with all standard equipment and housed in a NEMA Type 1 enclosure.

<b>Qty</b>	<b>Description</b>																						
1	<p>KEP-DCTA-0400S-NK</p> <p><b>Includes the following:</b></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Literature Languages</td> <td>English</td> </tr> <tr> <td>Mechanism</td> <td>Service Entrance</td> </tr> <tr> <td>Transition</td> <td>Programmed</td> </tr> <tr> <td>Logic</td> <td>1500</td> </tr> <tr> <td>Voltage</td> <td>208 V / 60 Hz</td> </tr> <tr> <td>Poles &amp; Wires</td> <td>3 Pole/4 Wire, Solid Neutral</td> </tr> <tr> <td>Enclosure</td> <td>Nema 1</td> </tr> <tr> <td>Amps</td> <td>400 Amps</td> </tr> <tr> <td>Connection</td> <td>Standard</td> </tr> <tr> <td>ATS Utility Switching Device</td> <td>MCCB ET 250-800A</td> </tr> <tr> <td>ATS Generator Switching Device</td> <td>MCSW 100-1200A</td> </tr> </table>	Literature Languages	English	Mechanism	Service Entrance	Transition	Programmed	Logic	1500	Voltage	208 V / 60 Hz	Poles & Wires	3 Pole/4 Wire, Solid Neutral	Enclosure	Nema 1	Amps	400 Amps	Connection	Standard	ATS Utility Switching Device	MCCB ET 250-800A	ATS Generator Switching Device	MCSW 100-1200A
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ATS Generator Switching Device	MCSW 100-1200A																						



IBC Seismic Certification	None
CSA Certification	None
Warranty	1-YR STANDARD

**INSTALLATION SCOPE OF WORK:**

1. Disconnect and remove old generator.
  2. Disconnect and remove gas line. Cap at the gas meter.
  3. Remove the existing concrete pad and install a new pad for the new footprint of the Kohler generator.
  4. Install underground conduits from the concrete pad into the building.
  5. Install a new customer supplied 400 amp service entrance rated transfer switch.
  6. Install conduit from the new generator into the new transfer switch. single 3/0 per phase
  7. Install conduit and wire from the service entrance junction box. Dual 3/0 per phase
  8. Install conduit and wire from the new transfer switch the the existing MDP. Dual 3/0 per phase
  9. Conduit and wire from panel A out to the generator for the block heater and battery charger. Install GFI receptacles for each of these devices inside the generator housing.
  10. Install conduit and wire from the new Generator into the building for a new customer supplied remote annunciator panel.
  11. Install conduit and wire from the new generator to a remote emergency stop button. Mount outside on the back of the building.
  12. Perform a start-up with Buckeye power on the generator.
  13. Perform a building power shut-down to connect the transfer switch into the electrical system.
- Contractor Registration with the building department is included, but no permit fees.
  - No engineering is included, if required by the building department we can provide a set of engineered drawings for an additional cost.
  - No fuel is included in this proposal and is to be provided by others.
  - No tank inspection costs are included in this proposal.
  - We will drain the engine and discard the old generator and ATS appropriately.
  - Finish Landscaping by others.

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**Clarifications**

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- Start-up including - antifreeze, lube oil, battery, preparation (single visit during normal business hours). If a start-up needs to be done at a time other than normal business hours, then prior arrangements need to be made and overtime charges may apply.
  - Diesel Fuel by others.
  - On Site Fuel Tank Pressure Testing as required by the State of Ohio Fire Marshal INCLUDED
  - Warranty - one (1) year
  - Resistive Load Bank Test - performed during start-up
1. Buckeye Power Sales Co, Inc will not be liable for any delays in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by purchaser by reason of any such delay. Delivery forecast is approximate and subject to change without penalty.
  2. This quote is limited to the Bill of Material provided only regardless of specifications. No other equipment or services are included or implied.
  3. No engineering specifications or drawings were provided as a basis for the preparation of this quotation. If specifications or drawings are provided later, Buckeye Power Sales reserves the right to re-quote the project.
  4. Prior to the initial fueling, by installing contractor, the State of Ohio Fire Code 3401.4 requires all generator sub-base diesel fuel storage tanks (501 gallons and above) be permitted to install, remove, alter or place temporarily out of service. In addition, the tank is required to be tested in accordance with NFPA 30, (2008 edition) Section 21.5.2 in order to receive an approved "Installation & Alteration Permit." This testing must be witnessed & approved by the Local Municipality's Fire Inspector, if available, or the State Fire Marshall's Inspector if the state is issuing the permit. Tanks 500 & below must be pressure tested, but do not require to be witnessed and no permit is needed.
  5. \*\*\*Security fencing and vehicle protection bollards are NOT included in this fee. Permits cannot be approved until a security fence and vehicle protection bollards are installed, if applicable. The contractor is responsible for the installation of these items.
  6. Buckeye Power Sales Co, Inc. and the Kohler Company are not responsible in any way for liquidated damages due to shipping delays.
  7. Ground Fault Circuit Interrupter Testing is not included on service entrance rated breakers
  8. Convenience Outlets by others.
  9. NETA Testing, Harmonic Testing, Infrared Scanning, and Coordination Study to be provided by others, if needed.
- F.O.B. Factory
  - Freight: Allowed, 1st shipping point, domestic. Unloading by others. If unit is to be shipped on open top truck, additional charges may apply.
  - Terms: 100% net ten (10) days; 2% per month after (30) days. Subject to credit approval.
  - Submittals: 1-2 weeks following receipt of order
  - Quote Expires: (30) days. Due to current market volatility, orders placed beyond (30) days from quote date require a revised quote prior to order acceptance by Buckeye Power Sales.
  - Please call TEN to FOURTEEN business days prior to requested startup of unit to allow for scheduling.

**OFFER TOTAL SELL PRICE: \$82,590.00**  
**PRICE INCLUDES EQUIPMENT, START UP, LOAD BANK TESTING, INSTALLATION, AND FREIGHT**

Sourcewell Information							
<b>KOHLER Awarded Contract:</b> 092222-KOH				<b>KOHLER Contract Maturity Date:</b> 11/22/2026			
Model	Kohler List Price (Each)	Sourcewell Member Discount (% = \$)		Sourcewell Member Total Price FOB Factory	Qty.		
50REOZK	\$ 51,987.00 *	32	%	\$ 16,635.84	\$ 35,351.16	1	
KEP-DCTA-040 0S-NK	\$ 11,770.00 *	30	%	\$ 3,531.00	\$ 8,239.00	1	

Price does not include any applicable taxes



Job Name: Vge of Bratenahl 411 Replacement So

Quote Number:0026975138

Quote Submitted: 04-13-2023

Valid Through: 05-13-2023

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**OFFER ACCEPTANCE**

I hereby authorize Buckeye Power Sales to use this form as a bona fide purchase order of the equipment shown on Offer Number: 21179, which clearly establishes definite price and specifications of material ordered. The person signing is doing so according to the terms and conditions.

**Proposed by:**

Company            Buckeye Power Sales  
Print Name:        Matt Hartman  
Title:                Power System Sales  
Signature:         \_\_\_\_\_  
Date:                April 19, 2023 \_\_\_\_\_

**Accepted by:**

Company:            \_\_\_\_\_  
Print Name:         \_\_\_\_\_  
Title:                \_\_\_\_\_  
Signature:          \_\_\_\_\_  
Date:                \_\_\_\_\_  
PO Number:        \_\_\_\_\_



Job Name: Vge of Bratenahl 411 Replacement So

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## TERMS AND CONDITIONS

Equipment, and/or labor, and/or various items are in accordance with Buckeye Power Sales Co., Inc. experienced interpretations of plans and specifications, within the limited time between request for bid and bid due date. Materials supplied under this quotation, which are commercially produced to typical industry standards, have been deemed in substantial compliance and therefore acceptable. Only the materials itemized on the attached quotation will be supplied. Buyer agrees to verify all items, sizes and quantities listed on our quotation. Buckeye Power Sales Co., Inc. is not responsible for omissions.

**THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, OR WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING ANY REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) OTHER THAN THOSE SPECIFIED HEREIN, RESPECTING THIS CONTRACT OR THE EQUIPMENT HEREUNDER. THIS CONTRACT STATES THE ENTIRE OBLIGATION OF SELLER (BUCKEYE POWER SALES CO., INC.) IN CONNECTION WITH THIS TRANSACTION. BUCKEYE POWER SALES CO., INC. SHALL NOT BE LIABLE FOR LOST PROFITS OR ANY SPECIAL OR CONSEQUENTIAL DAMAGES DIRECTLY OR INDIRECTLY ARISING OUT OF THE USE OF, THE INABILITY TO USE, OR ANY DELAYS IN DELIVERY/SHIPMENT OF THE EQUIPMENT MENTIONED HEREBY, EVEN IF WE ARE SO ADVISED OF THE POSSIBILITY OF DAMAGES. NO BUCKEYE POWER SALES CO., INC. EMPLOYEE HAS THE AUTHORITY TO VERBALLY BIND EITHER BUCKEYE POWER SALES CO., INC. OR ANY MANUFACTURER OTHERWISE.**

Buckeye Power Sales Co., Inc. will not be bound to any order containing retainages. Full payment is due according to the terms set forth herein. If no payment terms are otherwise specified, then the terms shall be: 100% net 10 days; 1.5% per month interest applies after 30 days, subject to credit approval. Buyer agrees to compensate Buckeye Power Sales Co. for all attorney fees incurred in collecting all amounts due, whether or not a lawsuit is filed. Freight damages must be reported to freight carrier, and freight delivery ticket presented by freight carrier must carry notation of damage and be signed by the trucker. Buckeye Power Sales Co., Inc. will aid customer in filing their claims on freight damages but will not honor claim presented to Buckeye Power Sales Co., Inc. and not to freight carrier.

Every responsible precaution is taken against breakage or other damage in transit. As all goods are shipped at Buyer's risk, Seller's responsibility ceases upon delivery of the material in good order to the carrier. Freight allowance, if any, is subject to Seller's current shipping terms. Unless otherwise conveyed in writing to Buyer by Seller, claims against carriers are to be filed by Buyer. It is Buyer's responsibility to inspect products upon delivery for transit damage and/or shortage. If damage or shortage is detected, it should be duly noted on the bill of lading before signing for merchandise. An inspection report should be requested of the carrier followed by a settlement claim to the carrier.

Ownership transfers to the Buyer at the time of shipment from the factory or Seller's warehouse. It is Buyer's obligation to communicate in advance in writing when and where they want to receive equipment. Storage may be arranged at the Seller's warehouse or designee at the request of the Buyer with the understanding that additional fees may be charged for storage and that payment will be due per the terms stated herein.

Any claims for shortage must be made promptly for any consideration. The undersigned agrees to inspect all goods upon delivery, and specifically agrees that forty-eight (48) hours after delivery shall constitute a reasonable period for inspection of goods. The undersigned agrees to accept as conforming any goods not rejected within forty-eight (48) hours after delivery. The undersigned agrees that notice of rejection must be in writing to be effective.

The undersigned agrees to be on site for delivery of all goods. If the undersigned should fail to be on site at the time of delivery, the undersigned accepts all responsibility for theft, damage or other casualty to the goods from the time of delivery, and waives any claims



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that could be made against Buckeye Power Sales Co., Inc. as a result of said delivery, regardless of whether Buckeye Power Sales Co., Inc. (including its management and employees) negligently caused, or is alleged to have caused, such theft, damage or casualty.

Buckeye Power Sales Co., Inc.'s prices do not include any federal, state, or local sales, use, property, or excise taxes. If any such taxes are imposed, Seller will invoice them to Buyer as a separate item. In lieu of such taxes, Buyer must provide, with each order, a tax exemption certificate acceptable to the proper taxing authorities. Buckeye Power Sales Co., Inc. is not responsible for collection and payment of Sales/Use tax in states in which Buckeye Power Sales Co., Inc. does not have a vendor's license.

**Buyer acknowledges that Buckeye Power Sales Co., Inc. does not make and specifically negates, renounces and disclaims any representations, warranties and/or guaranties of any kind or character, expressed or implied, with respect to (i) the products sold, their use, design, application or operation, their merchantability, their physical condition or their fitness for a particular purpose, (ii) the maintenance or other expenses to be incurred in connection with the products, (iii) the agents, suppliers and employees or (iv) the accuracy or reliability of any information, designs or documents furnished to Buyer. Buckeye Power Sales Co., Inc. neither assumes, nor authorizes any person to assume for it, any other obligation in connection with the sale of its products and/or rendering of its services. Any recommendations made by Buckeye Power Sales Co., Inc. concerning the use, design, application or operation of the products shall not be construed as representations or warranties, expressed or implied. Failure by Buckeye Power Sales Co., Inc. to make recommendations or give advice to Buyer shall not impose any liability upon Buckeye Power Sales Co., Inc.**

Buyer agrees to defend, indemnify and hold Buckeye Power Sales Co., Inc., its directors, officers and employees harmless from and against any and all claims, losses, costs, expenses, attorney's fees, and liabilities ("Claims") arising out of or related to the goods, however, Buyer shall not be required to indemnify to the extent it is determined through final adjudication that were negligent or otherwise liable for such Claim.

**If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable, and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance here from.**

**Buckeye Power Sales Co., Inc.'s failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of Buckeye Power Sales Co., Inc.'s rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. No waiver of any term or condition hereunder shall be valid unless in writing and signed by Buckeye Power Sales Co., Inc.**

The rights and obligations of the parties hereto and the construction and effect of any contract formed pursuant hereto, shall be governed by the laws of the State of Ohio. **Buyer hereby agrees to the exclusive jurisdiction and venue of the Court of Common Pleas for Franklin County, Ohio for the resolution of all disputes.**

Objections to any or all provisions contained in this contract or to any other communication shall not constitute a waiver of these terms or conditions thereof.

Buckeye Power Sales Co., Inc. will not be liable for any delays in the performance of orders or contracts or in the delivery or shipment of goods or for any damages suffered by purchaser by reason of any such delay. Delivery forecast is approximate and subject to change without penalty.

In the event that a quotation is not accepted in its entirety, we reserve the right to decline any part or all of the order.



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All stenographic, typographic, or clerical errors are subject to correction. Upon acceptance by Buckeye Power Sales Co. Inc., this order will be entered for production and will not thereafter be subject to deferment of delivery without our written consent. Any expense incurred by Buckeye Power Sales Co. Inc., due to the cancellation of an order or the deferment of a delivery schedule will be billed to the purchaser and be immediately due and owing, together with any and all costs of cancellation, including an order or the deferment of a delivery schedule will be billed to the purchaser and be immediately due and owing, together with any and all costs of cancellation, including attorney's fees.

Name	BENJAMIN			BURKE-JONES			HOEFLING			HUFFMAN			MCDONALD			YONCHAK		
Vote	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs
Suspension																		
Passage																		

RESOLUTION NO: 1304

INTRODUCED BY:

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
 LANDSCAPE AGREEMENT, HOLD HARMLESS AND INDEMNIFICATION  
 WITH WILLIAM N. MASTERS AND KELLY MARIE MASTERS  
 FOR PLANTING UPON AND WITHIN THE CUYAHOGA COUNTY  
 RIGHT-OF-WAY AND DECLARING AN EMERGENCY**

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Bratenahl, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Mayor be, and he hereby is authorized to enter into a Landscape Agreement, Hold Harmless and Indemnification with William N. Masters and Kelly Marie Masters for planting upon and within the Cuyahoga County right-of-way, a copy of which Landscape Agreement, Hold Harmless and Indemnification is attached hereto as Exhibit "A" and made a part hereof.

SECTION 2. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency relates to the need for the agreement to plant in the right-of-way, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED:

APPROVED:

\_\_\_\_\_  
 John M. Licastro, Mayor

ATTEST:

\_\_\_\_\_  
 Diana L. Cooks, Village Fiscal Officer

## EXHIBIT "A"

### **LANDSCAPE AGREEMENT, HOLD HARMLESS and INDEMNIFICATION**

This Agreement (hereinafter referred to as the "Agreement") is entered into by and between William N. Masters and Kelly Marie Masters (hereinafter collectively referred to as the "Homeowner") and The Village of Bratenahl (hereinafter referred to as the "Village"), each referred to separately as identified above, and collectively, hereinafter referred to as the "Parties". This Agreement shall become effective on the earliest date upon which all the Parties have executed this Settlement Agreement (the "Effective Date") as set forth below upon execution.

#### **RECITALS**

**WHEREAS**, The Homeowner is the titled owner of certain land (hereinafter referred to as the "Parcel"), situated in the Village of Bratenahl, County of Cuyahoga and State of Ohio. The Permanent Parcel identification for this Parcel in the Cuyahoga County Recorder's Office is #631-22-002 (see Cuyahoga County Deed, filed of record, attached hereto and incorporated by reference);

**WHEREAS**, The Village is an incorporated suburban municipality and operates with the overview of an elected Village Council and a Mayor;

**WHEREAS**, the Parcel is situated on Lakeshore Boulevard, also known as State Route 283, said roadway running east to west on the northern boundary of the Parcel. Adjacent to Lakeshore Boulevard is the Homeowner's Parcel, and a circular driveway enters the Parcel and exits, and therefrom, onto Lakeshore Boulevard;

**WHEREAS**, a Cuyahoga County public right of way exists adjoining the Parcel (hereinafter referred to as the "Right of Way"), intended for use by either the Village, the County of Cuyahoga or the State of Ohio, for the purpose of public utilities, in an area that extends, at its furthest point, inward onto the Parcel, of a dimension of 44' 4" from the center of the roadway, into the Homeowner's yard (see Cuyahoga County Plot Map, attached hereto and incorporated by reference);

**WHEREAS**, Cuyahoga County has represented that they will not interfere with the Village's decision consenting to planting by Homeowner in said public Right of Way;

**WHEREAS**, certain guidelines, Codified Ordinances and policies exist (including but not limited to Bratenahl Village Codified Ordinances, Chapters 901 and 903) that prescribe the manner upon which the Homeowner must comply, so to make such changes upon any tree lawn and/or the Right of Way, within the Village, outside of the boundary of his Parcel, yet contiguous to the land upon which a residence is situated;

**WHEREAS**, the Parties desire to enter into an arrangement whereby The Homeowner may plant a hedge or other landscaping within and/or upon said Right of Way so to screen off and obscure the existence of the circular driveway upon said Parcel and to provide additional security and to protect the health, safety and welfare of those residing at, or as guests of, the Homeowner, from individuals unlawfully trespassing upon his land, whereby they drive upon and through the circular driveway that exists on the aforementioned Parcel;

**WHEREAS**, on April 17, 2023, the Homeowner presented their concerns at an open forum hearing before the Shade Tree Commission; whereafter, the Commission recommended, by written communication to the Homeowner, the Mayor and the Law Director of the Village of Bratenahl, that the plan proposed by the Homeowner, was accepted, so to allow the Homeowner the ability to “move forward in an expeditious manner” with his proposal (see correspondence from The Village of Bratenahl, Shade Tree Commission, attached hereto and incorporated by reference);

**WHEREAS**, thereafter, on April 19, 2023, this matter was presented upon the record at the Village Council monthly meeting; and,

**WHEREAS**, the Homeowner and the Village have agreed to enter negotiations so to arrive at acceptable terms for an Agreement so to accomplish the Homeowner’s proposal to plant upon and within the Cuyahoga County Right of Way; and the Parties have agreed as follows, all in accordance with the terms and conditions set forth below:

**NOW, THEREFORE**, in consideration of the promises, covenants, warranties, and representations contained in this Agreement, the Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, on behalf of themselves, any of their partners, any of their predecessors, heirs or successors in interest, any of their insurers and assigns, and any of their family and heirs, hereby irrevocably and unconditionally agree to the following terms, agree as follows:

1. That each of the Parties to this Agreement warrants and represents that they have the authority to enter into the terms of this Agreement;
2. That each of the Parties executing this Agreement, on its own behalf, or for others, fully understands the terms of this Agreement, and is authorized, as the Homeowner, or for the Village, either via legislation or other authority, to execute this Agreement on behalf of said Party;
3. Each of the Parties to this Agreement warrants and represents that it has not transferred, conveyed, assigned, approved, authorized and/or otherwise permitted or committed any acts of any type, that would prejudice any of the rights or claims addressed through this Agreement;
4. Homeowner agrees to forever indemnify and hold harmless The Village, and its owners, principals, members, partners, officers, directors, the Mayor, Council Members, the Law Director/Solicitor, shareholders, agents, employees, contractors, architects, engineers, design-builders, consultants, representatives, insurers, reinsurers, heirs, executors, administrators, successors and assigns from any and all claims, counterclaims, cross-claims, third-party claims, liabilities, damages, rights and/or losses, arising out of any causes of action, that arises after the planting is performed by Homeowner under the terms of this Agreement, arising now or in the future, from or relating in any way to any incident whereupon an individual is injured or their property is damaged, as a direct and proximate result of the negligent placement of said plantings, done by Homeowner, with consent to plant having been granted by the Shade Tree Commission and/or the Village, following acceptance of this Agreement. It is understood by the Homeowner and/or the Village, that this indemnification



relates to the placement and/or allowance, approval, ratification or acceptance of the Homeowner's plantings which are the subject matter of this Agreement;

5. Homeowner agrees to maintain, trim and replant, if needed, any and all of the plantings that are the subject of this Agreement;
6. In order to prevent damage to persons, property and other public improvements in the village, said plantings will be placed at a distance of approximately fifteen (15) feet or further, south of the curb line of Lakeshore Blvd., within the Cuyahoga County Right of Way, and between the Homeowner's residence and the curb that borders the northern most location upon the Parcel. All requirements of the Bratenahl Codified Ordinances, including, but not limited to 903, in its entirety, and specifically 903.15 and 903.16 shall remain in full force and affect following the execution of this Agreement. Additionally, Homeowner will comply with the specific guidelines set forth in 903.29;
7. In the event that any plantings within the Cuyahoga County Right of Way need to be removed, such plantings will be removed at owner's cost, if access to said Right of Way is required by Cuyahoga County of the Village for a public purpose; and,
8. Said Agreement will be recorded as required by law.

#### **GENERAL TERMS**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, and any corporation, partnership, company, or other entity into which any Party may merge, consolidate, or reorganize.

Each Party has cooperated in the drafting of this Agreement;

This Agreement shall be governed by the laws of the State of Ohio;

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one original instrument;

The failure of a Party to enforce at any time any of the provisions of this Agreement shall not constitute a waiver of any such provisions;

This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and replaces all prior understandings, agreements, easements, permissions or other forms of consent, both written and/or oral; and,

The Parties agree that this Agreement is entered into solely because of the desire of the Parties to amicably resolve all disputes and differences and neither this Agreement nor any action taken hereunder shall be interpreted or construed in any manner other than as identified herein.

**IN WITNESS WHEREOF**, the Parties, individually, and/or by and through their duly authorized agent, employee, officer or representative, have voluntarily executed this Agreement.

\_\_\_\_\_  
**The Homeowner,  
William N. Masters**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**The Village of Bratenahl,  
By Mayor John Licastro, its Duly  
Authorized Representative**

\_\_\_\_\_  
**Date**

**Approved as to form only:**

\_\_\_\_\_  
**Village Solicitor,  
Atty. David J. Matty**

\_\_\_\_\_  
**Date**

Name	BENJAMIN			BURKE-JONES			HOEFLING			HUFFMAN			MCDONALD			YONCHAK		
Vote	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs
Suspension																		
Passage																		

ORDINANCE NO.: 4183

INTRODUCED BY:

AN ORDINANCE TO AMEND ORDINANCE NO. 4169 AND  
 APPROPRIATING FUNDS TO PROVIDE FOR THE EXPENDITURES  
 OF THE VILLAGE OF BRATENAHL DURING THE FISCAL YEAR  
 ENDING DECEMBER 31, 2023, AND DECLARING AN EMERGENCY

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Bratenahl, State of Ohio, that:

SECTION 1. Ordinance No. 4169 approved by the Bratenahl Village Council at its meeting of December 14, 2022 be, and the same is hereby amended to the extent set forth in Exhibit "A", and to the extent inconsistent, portions of Ordinance No. 4169 are hereby repealed.

SECTION 2. The Village Fiscal Officer is hereby authorized to draw her warrants for payment from any of the foregoing appropriations upon receiving proper certificates and vouchers, therefore approved by the Board of Officers, authorized by law to approve the same, or an Ordinance or Resolution of Council to make the expenditure, provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance.

SECTION 3. The Fiscal Officer is hereby authorized to forward a certified copy of this Ordinance to the Cuyahoga County Fiscal Officer.

SECTION 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public, health, safety and welfare of the inhabitants of the Village of Bratenahl, by reason of the immediate necessity to make adjustments to appropriations of the Village; wherefore, this Ordinance shall be in full force and effect from and immediately after its adoption.

PASSED:

\_\_\_\_\_  
John M. Licastro, Mayor

ATTEST:

\_\_\_\_\_  
Diana L. Cooks, Village Fiscal Officer

EXHIBIT "A"

Village of Bratenahl  
ReAppropriations

1000-110-420-1001	TAC - operating	\$	16,958
1000-110-520-1001	Axon - equipment		42,113
1000-490-349-6000	Walter Drane		1,316
1000-490-395-7000	Shade Tree		16,000
1000-930-930-0200	Excalibar - repair		2,500
	Total	\$	<u>78,887</u>

Name	Benjamin			Burke-Jones			Hoefling			Huffman			McDonald			Yonchak		
Vote	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs
Suspension																		
Passage																		

May-23

ORDINANCE NO: 4184

Final

INTRODUCED BY:

That the following claims against the Village of Bratenahl are hereby directed from the funds and the Fiscal Officer is hereby authorized and directed to draw her warrants for payment, to wit:

**PUBLIC SAFETY**

3S Auto Repair	Parts/labor	\$ 1,023.90
Atwell's Police and Fire Equipment	Uniforms/equipment	138.00
Best Buy Tire	Repair/maintenance	2,261.40
* Chagrin Valley Dispatch	May 2023	20,977.31
Cuyahoga County Sheriff	April 2023	366.36
Dollar Bank	Credit card - police expense	897.13
Hall Public Safety	Bicycle rack	298.65
Landmark	Gasoline: 66	-
Ohio Police & Fire Pension Fund	Accrued liability	5,663.62
Shuttler's	Uniforms/equipment	536.50
Sirchie	Equipment	113.65
* Verizon	MDTs	329.53
<b><i>SUBTOTAL - PUBLIC SAFETY</i></b>		<b><u>\$ 32,606.05</u></b>

**ADMINISTRATION**

+ Aetna		Dental - 5/2023	\$ 448.90
Advance Ohio		Legal ad	224.66
Bauernschmidt, Charles		Magistrate - 5/9/23	500.00
Brotzman's Nursery		Trees - Eddy Road	490.00
Buckeye Power Sales		Maintenance agreement - through 5/31/24	1,535.00
+ COSE/Medical Mutual		Medical - 5/2023	17,599.19
Childs, Bill		ARB - (4)	300.00
Cleveland Chemical Pest Control		Quarterly pest control	100.00
Distillata		Drinking water	90.25
+ Division of Water		#1291440000	18.05
+ Division of Water		#5367340000	43.04
+ Division of Water		#3759120437	119.95
+ Division of Water		#5367340000	135.62
+ Dollar Bank		Village credit card	766.66
+ Dominion		#0012	216.37
+ Dominion		#5971	55.36
+ Dominion		#7898	56.67
Dumpster Bandit		Rubbish removal - 4/2023	6,183.36
Google **		Email accounts	318.00
Guide Studio		Gateway Sign Development	1,200.00
Illuminating Company	Traffic Signals	# 110 029 217 558	87.42
Illuminating Company	Street Lighting	# 110 024 090 794	2,409.93
Illuminating Company		# 110 023 586 420	91.40
Illuminating Company		# 110 023 032 078	455.66
Illuminating Company		# 110 022 683 632	135.10
Inspeyered Landscape		Emergency pruning - LSB; removal Service Garage	2,450.00
Knowles Muny Forestry		Spring planting	544.00
Lake Business Products		Copies/lease	86.26
Maschke, Robert		ARB - (2)	150.00
McGlinchy, Judy		ARB - (1)	75.00
McKnight, Jim		ARB - (3)	225.00
NEORS		#8745	139.44
+ Pitney Bowes		Postage meter/postage	190.84
Prospect Electric		Labor/Materials - Village Hall 2nd floor	10,722.00
Rocco, Andrea		Magistrate - 4/11, 4/25/23	800.00
+ Spectrum		Internet/cable service	578.13
TAC		Network support - 4/2023	533.00
TeleCare		Hosting - 4/2023	948.00
Wichert Insurance		2023-24 insurance renewal	81,067.00
Zarfoss, Tom		ARB - (1)	75.00
Treasurer of State		BBS- 3/2023, 4/2023	168.69
<b><i>SUBTOTAL - ADMINISTRATION</i></b>			<b><u>\$ 132,332.95</u></b>

**RECREATION**

*+ Cleveland Chemical Pest Control	Quarterly pest control	\$ 208.00
*+ Distillata	Drinking water	49.25
*+ Dollar Bank	Recreation credit card	690.91
*+ Dominion	#0000	399.76
*+ Illuminating Company	A/C# 110 023 744 748	529.89
*+ Illuminating Company	Outdoor A/C# 110 050 323 796	69.38
*+ Spectrum	Internet/cable service	194.71
* United Rentals	Portable restroom rentals	90.00
<b><i>SUBTOTAL - RECREATION</i></b>		<b><u>\$ 2,231.90</u></b>

**SERVICE**

Best Truck Equipment	Big Hurricane Blower	\$ 389.36
Division of Water	Fireline	46.60
Division of Water	7482172312	22.42
Dominion	#0973	125.40
+ Home Depot	#9772	295.37
+ Illuminating Company	#110125887239	237.24
Imperial Dade	Supplies	388.81
Kurtz Bros	Mulch	396.45
Linde	Propane	56.85
Mutt Mitt	Bags	1,267.85
Spectrum	Internet/cable service	132.15
Sweeping Corp of America	Street cleaning	3,100.00
<b><i>SUBTOTAL - SERVICE</i></b>		<b><u>\$ 6,458.50</u></b>

		<b>CONSULTANTS</b>
CT Consultants	Professional services - 2/2023, 3/2023, 4/2023	\$ 5,510.03
Clemens Nelson	Professional services - 4/2023	175.00
Chagrin Valley Engineering	Professional services - 4/2023	962.00
Matty, Henrikson & Greve LLC	Professional services - 4/2023	9,293.21
Matty, Henrikson & Greve LLC	Prosecutorial services - 4/2023	3,700.50
<b><i>SUBTOTAL - CONSULTANTS</i></b>		<b><u>\$ 19,640.74</u></b>
<b><i>TOTAL ALL PAY CLAIMS</i></b>		<b><u>\$ 193,270.14</u></b>

- \* Restricted fund
- + Electronic payment

**FOR RECORD ONLY**

Payroll	4/14/2023	\$ 68,110.93
Payroll	4/28/2023	\$ 70,687.65

Section 2.

This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, safety and welfare for the reasons that its passage is necessary to the daily operation of the Village Government.

Passed: May 17, 2023

\_\_\_\_\_  
John M. Licastro, Mayor

\_\_\_\_\_  
Diana L. Cooks, Village Fiscal Officer

Residential Asbestos	Removal/Air quality testing	\$ 15,250.00
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