



**By Call of Mayor Keith A. Benjamin
Special Village Council Meeting
Monday, March 23, 2026 at 6:00PM
Bratenahl Community Center 10300 Brighton Road**

PLEASE SILENCE ALL ELECTRONIC DEVICES

AGENDA

1. Call to Order/Pledge of Allegiance/Roll Call
2. Approval of minutes from prior meetings
3. Fiscal Officer Report
4. Resolution 1452: Accepting proposals of COSE and Aetna for employee healthcare
5. Resolution 1453: Accepting proposal of ThenDesign for professional design services
6. Resolution 1454: Authorizing a Memorandum of Understanding with the Cuyahoga Soil and Water Conservation District and Northeast Ohio Regional Sewer District
7. Ordinance 4295: Pay Claims
8. 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: March 17, 2026

Diana L. Cooks, Clerk of Council

Name	BURKE-JONES			DEWS			HOEFLING			HUFFMAN			KOZINSKI			PUFFENBERGER		
Vote	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs
Suspension																		
Passage																		

RESOLUTION NO: 1452

INTRODUCED BY:

A RESOLUTION ACCEPTING THE PROPOSALS OF COSE BENEFIT PLAN AND AETNA FOR THE RENEWAL OF THE VILLAGE’S EMPLOYEE HEALTHCARE INSURANCE INCLUDING MEDICAL, VISION AND DENTAL COVERAGE FOR THE PERIOD APRIL 1, 2026 THROUGH MARCH 31, 2027 AND DECLARING AN EMERGENCY

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

SECTION 1. The proposal of COSE Benefit Plan for renewal of the Village’s healthcare plan including medical and vision coverage, in the amount of two hundred seventy thousand, two hundred sixty-two dollars and ninety-two cents (\$270,262.92) subject to current census modifications, a copy of which proposal is attached hereto as Exhibit “A” and incorporated herein as if by reference, is hereby accepted and the Mayor is hereby authorized to execute such documents on behalf of the Village so as to renew the Village’s healthcare insurance policy, for the period April 1, 2026 through March 31, 2027.

SECTION 2. The proposal of Aetna for renewal of the Village’s healthcare plan including dental coverage, in the amount of thirteen thousand, nine hundred ninety-two dollars (\$13,992.00) subject to current census modifications, a copy of which proposal is attached hereto as Exhibit “B” and incorporated herein as if by reference is hereby accepted and the Mayor is hereby authorized to execute such documents on behalf of the Village so as to renew the Village’s healthcare insurance policy for the period April 1, 2026 through March 31, 2027.

SECTION 3. 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 is to renew the healthcare insurance, 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:

Keith A. Benjamin, Mayor

ATTEST:

Diana L. Cooks, Village Fiscal Officer

The Village of Bratenahl
Competitive Proposals for the Plan Year Beginning 04/01/2026

		MMO Current Rates	MMO Renewal 04- 01-2026	United HealthCare Underwritten Proposal	Aetna Underwritten Proposal
Rates		PPO HRA 6550 MMRX	PPO HRA 6550 MMRX	HSA 6000/80% EQY4 w/G15s	AFA CPOSII 6500 HSA 100-50
Employee		\$ 429.89	\$ 511.63	\$ 696.60	\$ 731.78
Employee + Spouse		\$ 943.44	\$ 1,123.33	\$ 1,393.20	\$ 1,680.51
Employee +Child / Children		\$ 772.26	\$ 919.43	\$ 1,288.71	\$ 1,473.18
Family		\$ 1,285.81	\$ 1,531.13	\$ 2,159.45	\$ 2,286.85
Premium					
Employee	11	\$ 4,728.79	\$ 5,627.93	\$ 7,662.60	\$ 8,049.58
Employee + Spouse	1	\$ 943.44	\$ 1,123.33	\$ 1,393.20	\$ 1,680.51
Employee +Child / Children	1	\$ 772.26	\$ 919.43	\$ 1,288.71	\$ 1,473.18
Family	6	\$ 7,714.86	\$ 9,186.78	\$ 12,956.70	\$ 13,721.10
Monthly Premium		<u>\$ 14,159.35</u>	<u>\$ 16,857.47</u>	<u>\$ 23,301.21</u>	<u>\$ 24,924.37</u>
Monthly difference vs. renewal				\$ 6,443.74	\$ 8,066.90
Annual difference vs. renewal				\$ 77,324.88	\$ 96,802.80
Percentage difference vs. renewal				38.22%	47.85%

Enrolled



VILLAGE OF BRATEN AHL
Group Number .
Renewal Date : 04/01/2026
Proposal Number : 3125107
Channel : COSEBP

DETERMINE BEST FIT

Considering changing your plan? Review your medical plan options below.

Alternate Medical Plan Options	PPO HRA 6550 MMRX	PPO HRA 3020-7500 RX	PPO HRA 30-8000 RX	PPO HRA 30-6000 RX
Network	SuperMed Plus PPO	SuperMed Plus PPO	SuperMed Plus PPO	SuperMed Plus PPO
Benefit Period Deductible (Single/Family)	\$6,550/\$13,100	\$7,500/\$15,000	\$8,000/\$16,000	\$6,000/\$12,000
Coinsurance Out-of-Pocket Maximum	\$0/\$0	\$1,500/\$3,000	\$0/\$0	\$0/\$0
Maximum Out-of-Pocket Including Deductible	\$6,550/\$13,100	\$9,000/\$18,000	\$8,500/\$17,000	\$9,000/\$18,000
Office Visit Copay	N/A	\$30	\$30	\$30
Urgent Care Copay	N/A	\$75	\$75	\$75
Specialist Copay	N/A	\$60	\$60	\$60
Coinsurance (Member Liability)	0%	20%	0%	0%
Emergency Room Copay	N/A	Deductible, then \$500 copay	Deductible, then \$500 copay	Deductible, then \$500 copay
Prescription Drugs	0% after deductible, Mail Incentive	Retail: \$10/\$45/\$95/\$350 (30 day supply) Mail: \$30/\$113/\$238/\$350 (90 day supply), Generic Incentive, Mail Incentive	Retail: \$10/\$45/\$95/\$350 (30 day supply) Mail: \$30/\$113/\$238/\$350 (90 day supply), Generic Incentive, Mail Incentive	Retail: \$10/\$45/\$95/\$350 (30 day supply) Mail: \$30/\$113/\$238/\$350 (90 day supply), Generic Incentive, Mail Incentive
Monthly Funding Amount	\$22,162.63	\$26,880.33	\$27,361.62	\$28,172.67
% Change from Renewal	***Renewal Plan***	21.29%	23.46%	27.12%

Final billed funding amount may vary from proposed funding amount due to rounding.
 All funding amounts are based on group enrollment at the time this renewal was processed.
 Actual monthly funding amount may vary due to changes in enrollment.

Renewal and Off-Cycle Plan Changes

As part of the SBC regulations, enrollees must be notified of any off-renewal material modification to their plan at least 60 days prior to the effective date of the changes, if these changes are not included in the most recently provided SBC.

Medical Mutual must receive any benefit change, addition or deletion requested by groups prior to the renewal effective date to be effective on the renewal date. If such a request is received after the renewal date, and it affects the content of the SBC, it will be considered an off-renewal material modification and will require a 60-day advance notification to members.

To ensure we process the change and deliver the SBC to the group and/or participants sufficiently in advance to allow the 60-day notice, we require any benefit change being requested off the renewal effective date to be submitted for review 80 days in advance of the expected effective date. These changes are subject to underwriting review and approval.



VILLAGE OF BRATENAHL
Group Number :
Renewal Date : 04/01/2026
Proposal Number : 3125107
Channel : COSEBP

EVALUATE YOUR PLAN

PPO HRA 6550 MMRX	IN-NETWORK	
Network	SuperMed Plus PPO	
Benefit Period Deductible (Single/Family)	\$6,550/\$13,100	
Coinsurance Out-of-Pocket Maximum	\$0/\$0	
Maximum Out-of-Pocket Including Deductible	\$6,550/\$13,100	
Office Visit Copay	N/A	
Urgent Care Copay	N/A	
Specialist Copay	N/A	
Coinsurance (Member Liability)	0%	
Emergency Room Copay	N/A	
Prescription Drugs	0% after deductible, Mail Incentive	
Funding Amount	Current: \$18,613.99	Renewing: \$22,162.63
	Change from current: 19.06%	

Final billed funding amount may vary from proposed funding amount due to rounding. All funding amounts are based on group enrollment at the time this renewal was processed. Actual monthly funding amount may vary due to changes in enrollment.

Contract Type	Medical and Drug		
	# of Units	Unit Rate	Total
Employee	8	\$511.63	\$4,093.04
Employee + Spouse	3	\$1,123.33	\$3,369.99
Employee + Child / Children	1	\$919.43	\$919.43
Family	9	\$1,531.13	\$13,780.17

Medical (Annual): \$265,951.56



VILLAGE OF BRATENAHL
Group Number :
Renewal Date : 04/01/2026
Proposal Number : 3125107
Channel : COSEBP

EVALUATE YOUR PLAN

VSP Option 1	IN-NETWORK	
Participation/Contribution	100% employer paid and all full time eligibles are required to enroll	
Comprehensive Examination	Covered in full after \$10 copayment	
Examination for Contact lenses	\$130 Reimbursement (exam and lenses combined)	
Lenses	Covered in full after \$15 copayment	
Frames	\$15 copayment (Up to \$130 Allowance. 20% off anything more than \$130)	
Medically Necessary Contact Lenses	Covered in full after \$15 copayment	
Elective Contact Lenses	\$130 Reimbursement (exam and lenses combined)	
Funding Amount	Current: \$359.28	Renewing: \$359.28
	Change from current: 0%	

Final billed funding amount may vary from proposed funding amount due to rounding. All funding amounts are based on group enrollment at the time this renewal was processed. Actual monthly funding amount may vary due to changes in enrollment.

Contract Type	Vision		
	# of Units	Unit Rate	Total
Employee	9	\$8.10	\$72.90
Employee + Spouse	4	\$16.20	\$64.80
Employee + Child / Children	1	\$17.42	\$17.42
Family	8	\$25.52	\$204.16

Vision (Annual): \$4,311.36

Exhibit B

Renewal Dental Cost Grid

✓	Plan Name Plan ID	In-Network Benefits Prev/Basic/Major Ded/Max Benefit/Ortho	OON Benefits Ded/Max Benefit/Ortho	Network	EE	EE + SP	EE + CH	PAM	Total	% Change
CURRENT PLANS										
	OH 1.2A FOC PPO Max Ortho	0%/10%/40%,None/None/Dep endent Children Only	N/A/N/A/N/A	FOC	\$25.10 (9)	\$48.10 (1)	\$64.40 (1)	\$87.40 (9)	\$1,125.00 (20)	NA
RENEWING PLANS										
	OH 1.2A FOC PPO Max Ortho	0%/10%/40%,None/None/Dep endent Children Only	N/A/N/A/N/A	FOC	\$25.80 (9)	\$49.70 (1)	\$66.90 (1)	\$90.80 (9)	\$1,166.00 (20)	3.64
									\$1,125.00	
									\$1,166.00	

Dental (Annual): \$13,992



FISCAL OFFICER CERTIFICATE

As the Fiscal Officer of the Village of Bratenahl, I hereby certify that the amount of \$284,254.92 required to meet the attached contract, agreement, obligation or expenditure has been lawfully appropriated, authorized or directed for such purpose and is in the Treasury or in the process of collection to the credit of the General Fund and free from any obligation or certification now outstanding.

Certification: _____

Diana L. Cooks, Village Fiscal Officer

Date: _____

Name	BURKE-JONES			DEWS			HOEFLING			HUFFMAN			KOZINSKI			PUFFENBERGER		
Vote	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs
Suspension																		
Passage																		

RESOLUTION NO: 1453

INTRODUCED BY:

A RESOLUTION ACCEPTING THE PROPOSAL OF ThenDesign FOR
 PLANNING AND PROFESSIONAL DESIGN SERVICES FOR A
 VILLAGE HALL/COMMUNITY CENTER AND POLICE STATION AND
 DECLARING AN EMERGENCY

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

SECTION 1. The proposal of ThenDesign for Planning and Professional Design Services for Planning and Professional Design Services for a Village Hall/Community Center and Police Station is hereby accepted, a copy of which proposal, dated March 9, 2026, is attached hereto as Exhibit "A" and incorporated herein as if by reference.

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 for Planning and Professional Design Services for new municipal buildings; wherefore, this Resolution shall be in full force and effect from and immediately after its adoption.

PASSED:

APPROVED:

 Keith A. Benjamin, Mayor

ATTEST:

 Diana L. Cooks, Village Fiscal Officer



EXHIBIT "A"

Proposal for Village of Bratenahl – Planning Services

Located at: 411 Bratenahl Road, Bratenahl, Ohio 44108

Prepared for: Mayor Keith Benjamin

Revision #1: March 9, 2026

Proposal for Professional Design Services

Date:	Revision #: 03/09/2026
Project:	26011 – Village of Bratenahl – Planning Services
Client:	Village of Bratenahl
Contact:	Mayor Keith Benjamin

Project Description

The project includes planning for a Village Hall/Community Center and Police Station for the Village of Bratenahl.

Scope of Services – Base Services

Master Planning for Village Hall/Community Center and Police Station

1. Review the 2022 study.
2. Meet with the Village Administration to strategically consolidate the space needs in the study to comply with achievable financial needs. Meetings as needed.
3. Conduct town hall meetings (two) to present resulting recommendations and discuss and access feedback on project contents, configuration, and site.
4. Present the findings of the town hall meetings to Village Council (one meeting). Based on those findings, Village Council will direct the architect to prepare the following for the desired alternative:
 - i. Prepare an exhibit depicting the proposed building(s) on the site.
 - ii. Prepare exhibits depicting the floor plans, renderings, and elevations of the proposed building(s).
 - iii. Prepare a preliminary cost estimate for the project.
5. Present the information in #4 above to Village Council and Village residents (two meetings)
6. Revise the site plan, floor plans, renderings, and elevations to reflect the input received from Village Council and residents.
7. Present the final deliverable, including updated space needs assessment, site plan, floor plans, renderings, and elevations in final report to Village Council (one meeting by end of June/early July).
8. Assist in creating a communications plan to inform residents of public meetings and results of final recommendations including use of Mayor’s “Levy Education/Public Information Materials.”
9. Assist the Village in reviewing financing options for the proposed project.
10. Total meeting included in base services (not including planning meetings outlined in Item 2 above) = 6 meetings.
11. Timeframe and tasks outlined above are based on the issued Request for Qualifications with an anticipated ballot date of November 2026.

Proposal for Professional Design Services

Work Excluded From Our Base Scope of Services

1. Drawings beyond conceptual design.
2. Bond campaign assistance or promotion.

Fee Structure and Payment Terms of Base Services

We propose to complete the aforementioned services for a fee of:

Total Fee: \$50,000.00 (Fifty thousand dollars)

Add on Services to Base Services:

1. Evaluation of Existing Buildings: Additional \$10,000
2. Time extension beyond original schedule, which would include additional cost updates for the project going to ballot in 2027 or later: Additional \$5,000
3. Additional meeting(s) beyond the scope outlined above: \$500 per meeting

Reimbursable Expenses will be billed at 1.0 times the cost and shall include:

- a. Plotting services / document printing
- b. Xerox copies or photocopies
- c. UPS / courier or shipping / delivery

Payment Terms

Fees will be invoiced monthly as the services are completed or as reimbursable expenses are incurred. Payment of invoice is due 30 days after the date on the invoice. First payment will be due in July 2026.

Payments can be made to: ThenDesign Architecture, 4230 River Street, Willoughby, OH 44094.
For any billing questions, please contact our Accounting Department at 440.269.2266 or accountspayable@thendesign.com.

We thank you for the opportunity to submit this proposal for your consideration. Should this meet your approval, indicate your acceptance by signing below and returning a copy to our office.

Proposed By:

Accepted By:

Brad Gellert
ThenDesign Architecture

Mayor Keith Benjamin
Village of Bratenahl

Proposal for Professional Design Services

Terms & Conditions

ThenDesign Architecture, Inc. (ThenDesign) shall perform the services in accordance with the standards of professional design services and as outlined in this agreement for the stated fee structure. This agreement may be terminated within 10 days written notice by either Party should the other fail to perform its obligations hereunder.

1. Should the project be terminated, payments owed will be based upon the previous months billed and with remaining unpaid balance at time of termination. Project shall be considered terminated if work is stopped or put on hold for a period of six months or more. Notice of Termination must be made in writing, and ThenDesign will base the termination date upon the date of receipt of Notice of Termination.
2. If, for any reason an undisputed portion of an invoice is not paid within 30 days of the invoice date, ThenDesign may cease work on the project.
3. In the event any bill or portion thereof is disputed by Client, Client shall notify ThenDesign within ten days of receipt of the bill in question, and Client and tda shall work together to resolve the matter within 60 days of its being called to ThenDesign's attention. If resolution of the matter is not attained within 60 days, either party may terminate this Agreement in accordance with conditions indicated above.
4. The risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, ThenDesign's total liability to Client for any and all injuries, claims, losses, expenses, damages, or claims expenses arising out of this Agreement from any cause or causes shall not exceed the total of 2x ThenDesign's fee. Such causes include, but are not limited to, ThenDesign's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
5. Neither Party to this Agreement shall transfer, sublet, or assign any rights or interest in this Agreement (including but not limited to any fees that are or may be due) without prior written consent of the other party.
6. All documents produced by ThenDesign under this agreement shall be considered instruments of service and shall remain the property of ThenDesign and may not be used by this Client for any other endeavor without the written consent of ThenDesign.
7. This proposal is valid for 30 days after the date listed.
8. This agreement shall be governed by the laws of the State of Ohio.

FISCAL OFFICER CERTIFICATE

As the Fiscal Officer of the Village of Bratenahl, I hereby certify that the amount of \$ _____ required to meet the attached contract, agreement, obligation or expenditure has been lawfully appropriated, authorized or directed for such purpose and is in the Treasury or in the process of collection to the credit of the General Fund and free from any obligation or certification now outstanding.

Certification: _____
Diana L. Cooks, Village Fiscal Officer

Date: _____

Name	BURKE-JONES			DEWS			HOEFLING			HUFFMAN			KOZINSKI			PUFFENBERGER		
Vote	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs
Suspension																		
Passage																		

RESOLUTION NO: 1454

INTRODUCED BY:

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
MEMORANDUM OF UNDERSTANDING WITH THE CUYAHOGA SOIL
AND WATER CONSERVATION DISTRICT AND THE NORTHEAST
OHIO REGIONAL SEWER DISTRICT FOR THE PROVISION OF TECHNICAL
ASSISTANCE IN IMPLEMENTING SOIL AND WATER CONSERVATION
MEASURES FOR THE YEARS 2026 THROUGH 2030 AND DECLARING
AN EMERGENCY

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

SECTION 1. The Mayor be, and hereby is, authorized to enter into a Memorandum of Understanding with the Cuyahoga Soil and Water Conservation District and the Northeast Ohio Regional Sewer District for the provision of technical assistance in implementing the Village of Bratenahl’s soil and water conservation measures for the years 2026 through 2030 in an amount not to exceed six thousand, six hundred dollars (\$6,600) per year, with the Northeast Ohio Sewer District providing an appropriation for reimbursement of such amount to the Village, which shall use such appropriation to pay the Cuyahoga Soil and Water Conservation District to carry out the services set forth in the Memorandum of Understanding, a copy of which is attached hereto as Exhibit “A.”

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 immediate necessity to implement soil and water conservation measures in the Village of Bratenahl; wherefore, this Resolution shall be in full force and effect from and immediately after its adoption.

PASSED:

APPROVED:

Keith A. Benjamin, Mayor

Diana L. Cooks, Village Fiscal Officer

EXHIBIT “A”

MEMORANDUM OF UNDERSTANDING for 2026-2030
Between Cuyahoga Soil & Water Conservation District
and the
Northeastern Ohio Regional Sewer District
and the Village of Bratenahl

This Memorandum of Understanding (“MOU”) is made effective as of the 1st day of January, 2026 (“Effective Date”), between Cuyahoga Soil & Water Conservation District (“Cuyahoga SWCD”) and the Northeastern Ohio Regional Sewer District (“NEORS”), pursuant to the authority of Board Resolution 17-26, adopted February 5, 2026 and the Village of Bratenahl (“Village”), referred to herein as the “Parties,” to provide technical support in meeting the Ohio EPA’s National Pollutant Discharge Elimination System (NPDES) General Permit for Municipal Separate Storm Sewer Systems (MS4s) (NPDES Phase II) requirements for the following Minimum Control Measures (MCMs):

- MCM #1- Public Education and Outreach
- MCM #2- Public Participation

BACKGROUND AND PURPOSE

Recognizing the need for effective collaboration in raising awareness through education, stewardship opportunities and public involvement and working to change the perceptions and behaviors of the public for a cleaner, healthier environment, such as what is required in the National Pollutant Discharge Elimination System (NPDES) permit, the Village, Cuyahoga SWCD, and NEORS accept this agreement as the document which describes the process for exchange. Cooperation between these units of government facilitates better awareness of environmental issues and involvement in potential solutions for a healthier environment. In providing conservation education assistance and expertise to the Village, Cuyahoga SWCD hopes to influence citizens to better protect and conserve soil and water resources both locally and throughout Ohio. Ohio Revised Code, Chapter 940, describes Cuyahoga SWCD’s authority for engaging in this MOU.

Additionally, NEORS is required to provide Phase II stormwater regulation support services to member communities for Minimum Control Measures #1, #2, #3, and #6 under NEORS’s Regional Stormwater Management Code (Title V) and is further authorized to provide such services through agreements with service providers such as Cuyahoga SWCD.

Cuyahoga SWCD, NEORS, and the Village have mutually agreed to this scope of assistance related to education, stewardship, and public involvement for the conservation of soil and water resources.

ANNUAL PROGRAM TASKS

Cuyahoga SWCD will work with the Village and NEORS D to provide an annual Public Involvement and Public Education (PIPE) program that meets performance standards for MCMs #1 and #2, as established by the Village's OEPA-issued stormwater permit. The following tasks will be completed annually as part of the PIPE program implementation:

Public Education

- Creation and distribution of printed and digital materials related to the annual outreach theme and targeted messages.
- Links to publicly accessible education and outreach materials and articles on the Cuyahoga SWCD website.
- Targeted mailings to a minimum of 10% of Village households annually (50% of households reached over the life of the MOU).
- Public presentations on a range of local conservation topics for community groups, elected officials, and other audiences as requested.
- Providing materials and/or staff tabling support for community events such as Home Days, Earth Day, and Arbor Day events as requested.
- Offering educator professional development opportunities, including classroom and hands-on training in curriculum supplements such as Project WET and Project Learning Tree and leading Meaningful Watershed Education Experiences.
- Providing schools presentations and activities aimed at youth education such as Enviroscope, water quality testing, and soil erosion models.

Public Involvement

- Providing programs and workshops for residents and other landowners to learn about and improve onsite stormwater management on their properties.
- Supporting community-based volunteer activities such as stream cleanups, tree planting, storm drain stenciling, and rain garden installation/maintenance.
- Administering conservation pledges for residents to adopt watershed-friendly practices or behaviors.

Program Administration

- Development of MOU and annual MOU renewal process.
- Tracking MOU renewal status, payments, and reimbursement through NEORS D.
- Annual meeting with assigned Cuyahoga SWCD staff lead to understand community priorities and engagement opportunities.
- Development of an annual Outreach Strategy, outlining targeted audiences, stormwater messages, message delivery mechanisms, public involvement activities, TMDL goals (where applicable), and other community priorities.
- Support updating language in Village's Stormwater Master Plan (SWMP) related to MCMs #1 and #2.

- Documenting all PIPE program activities completed throughout the year and support with annual permit report in Ohio EPA's STREAMS online reporting system as requested.
- Audit support for Ohio EPA audits of MCMs #1 & #2 as requested, including providing any requested documentation to Ohio EPA.
- Community survey conducted once per permit term to assess changes in community stormwater awareness and knowledge, and rates of adoption of residential stormwater management practices.

MOU PARTNER ROLES & RESPONSIBILITIES

Cuyahoga SWCD Responsibilities:

Through this MOU, Cuyahoga SWCD will be responsible for the following:

- 1) Cuyahoga SWCD will lead the annual MOU renewal process, including tracking MOU renewal status, payments, and reimbursement requests submitted to NEORS.
- 2) Cuyahoga SWCD will coordinate an annual meeting between Village and assigned Cuyahoga SWCD staff to understand community priorities and engagement opportunities.
- 3) Cuyahoga SWCD will lead implementation of Public Education and Public Involvement activities as outlined in the Annual Program Tasks section above.
- 4) Cuyahoga SWCD will work with the Village to develop an annual Outreach Strategy to outline targeted audiences, messages, delivery mechanisms, public involvement activities, TMDL goals (where applicable), and other community priorities.
- 5) Cuyahoga SWCD will provide updated language to the Village for inclusion in its Stormwater Master Plan (SWMP) related to MCMs #1 and #2.
- 6) Cuyahoga SWCD will document all PIPE program activities completed throughout the year and providing support with annual permit report in Ohio EPA's STREAMS online reporting system as requested.
- 7) Cuyahoga SWCD will provide audit support for Ohio EPA audits of MCMs #1 & #2 as requested, including providing any requested documentation to Ohio EPA.
- 8) Cuyahoga SWCD will conduct a community survey once per permit term to assess changes in community stormwater awareness and knowledge, and rates of adoption of residential stormwater management practices.

Village's Responsibilities:

Through this MOU, the Village will be responsible for the following:

- 1) The Village will provide an annual appropriation of \$6,600.00 to Cuyahoga SWCD for implementation of the Village's annual PIPE program. Should additional services be requested outside the scope of this MOU, written amendments will be made and additional costs agreed upon by both parties. This memorandum of understanding will be reviewed each year to ensure agreed upon assumptions are still valid.

- 2) The Village will designate one or more individual(s) to serve as the Village's liaison(s) to Cuyahoga SWCD for implementation of the annual PIPE program. The designated individual will be responsible for the following:
 - a. Meeting with Cuyahoga SWCD staff annually to review annual PIPE program deliverables, Outreach Strategy, and community priorities.
 - b. Identifying target audiences and community event opportunities for the PIPE program.
 - c. Supporting Cuyahoga SWCD staff in coordinating community workshops, volunteer events, or other public involvement activities conducted as part of the Village's annual PIPE program.
 - d. Distributing relevant program information to residents, business/property owners, or other audiences in a timely manner.
- 3) The Village will assume full responsibility for completion and submittal of required Ohio EPA annual reports under the NPDES Phase II program.
- 4) The Village will provide a resolution to Cuyahoga SWCD acknowledging this working agreement and providing documentation to facilitate dispersal of funds to Cuyahoga SWCD on an annual basis.

NEORSD's Responsibilities:

Through this MOU, NEORSD will be responsible for the following:

- 1) In accordance with Title V of NEORSD's Regional Stormwater Management Code, NEORSD will provide an appropriation in the amount of \$ 6,600.00 to the Village, which shall use such appropriation as reimbursement for payments made to Cuyahoga SWCD to carry out the services set forth in this MOU.
- 2) NEORSD will coordinate with Cuyahoga SWCD and the Village to review PIPE program deliverables, Outreach Strategy, and community priorities on an annual basis.
- 3) NEORSD will provide quarterly reports to Cuyahoga SWCD detailing reimbursement status for payments made to Cuyahoga SWCD for the services set forth in this MOU.

GENERAL TERMS OF UNDERSTANDING

- 1) The Parties recognize that Cuyahoga SWCD has expertise in compliance with the requirements of the OEPA's NPDES Phase II regulations specific to MCMs #1 and #2 and are relying on such expertise to implement an effective annual Public Involvement and Public Education program.
- 2) The Parties recognize that Cuyahoga SWCD does not hold regulatory authority under Ohio Revised Code or OEPA's NPDES Phase II General Permit.
- 3) All Parties will review quality of assistance and address concerns as they arise.
- 4) All assistance provided by Cuyahoga SWCD is offered on a non-discriminatory basis without regard to race, age, marital status, handicap or political persuasion.
- 5) All Parties recognize Cuyahoga SWCD's obligation to make its reports and/or other written materials available to the public on request in accordance with the Ohio Public Records Act.

- 6) Any notice or communication required or permitted under this MOU shall be sufficiently given in writing delivered in person or electronic mail, to the following:

NORTHEAST OHIO REGIONAL SEWER DISTRICT	CUYAHOGA SOIL & WATER CONSERVATION DISTRICT
MATT SCHARVER, DIRECTOR OF WATERSHED PROGRAMS	KRISTIN N. HALL FITZGERALD, EXECUTIVE DIRECTOR
SCHARVERM@NEORS.D.ORG	KHALL@CUYAHOGASWCD.ORG
CLEVELAND, OHIO 44115	CLEVELAND, OHIO, 44114
VILLAGE OF BRATENAHL	
[FIRST NAME, LAST NAME, JOB TITLE]	
[EMAIL ADDRESS]	
[CITY], OHIO, [ZIP CODE]	

- 7) In the event of any dispute or disagreement between any of the Parties with respect to the interpretation of any provision of this MOU which cannot be resolved in the normal course of business, then upon written notice of either party to the other adhering to the following:
- a. Each party agrees to meet for the purpose of endeavoring in good faith to resolve the dispute;
 - b. No formal action for such dispute may be commenced by the parties until either of the parties concludes in good faith that amicable resolution through continued negotiation of the matter at issue does not appear likely and so notifies the other party; and
 - c. The rights and obligations of the Parties under this Section shall not limit either Party's right to terminate this MOU as otherwise permitted hereunder.
- 8) This MOU shall be governed by and construed in accordance with the laws of the State of Ohio.
- 9) In the event that any provision of this MOU is deemed to be severable or invalid, and if any term, condition, phrase or portion of this MOU shall be determined to be unlawful or otherwise unenforceable, the remainder shall remain in full force and effect, so long as the clause severed does not affect the intent of the Parties. If a court should find that any provision of this MOU to be invalid or unenforceable, that provision will be changed and interpreted to accomplish the Parties' objectives to the greatest extent possible under applicable law and the remaining provisions of this MOU shall continue in full force and effect.
- 10) There are no third party beneficiaries under this Contract, and in no event shall Cuyahoga SWCD be liable to the Village or NEORS.D for incidental or consequential damages of any kind, including, without limitation, punitive or economic damages or lost profits.
- 11) No Party under this MOU may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, from which approval shall not be unreasonably withheld.

- 12) This MOU constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this MOU desire or intend that any implementing contract or other agreement entered into between the parties in writing subsequent hereto shall supersede and preempt any conflicting provision of this MOU. The terms of this MOU control over any conflicting terms in any referenced document.
- 13) By entering into this MOU, the Parties agree on behalf of themselves and their respective officers, employees, agents or assigns, that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by Cuyahoga SWCD, NEORSD, and the Village may be executed by electronic means, and that the electronic signatures affixed by Cuyahoga SWCD, NEORSD and the Village to said documents shall have the same effect as if that signature was manually affixed to a paper version of the document.

INDEMNIFICATION

Cuyahoga SWCD, NEORSD, and the Village do not indemnify any person or entity, and agree that no provision of this MOU or any other agreement between Cuyahoga SWCD, NEORSD, and the Village may be interpreted to obligate either to indemnify or defend the other or any other person or entity. Each party agrees to be responsible for any and all damages resulting from the actions or omissions of its officers, officials, employees and agents while same are engaged in the performance of this MOU.

TERM, RENEWAL, TERMINATION

The term of this MOU shall commence on January 1, 2026 or the date ("Initial Effective Date") Cuyahoga SWCD receives written notice from the Village, in a form approved by Cuyahoga SWCD and in accordance with Sections 5705.41 and 5705.44 of the Ohio Revised Code, as applicable, indicating that the Village has agreed to appropriate annual funds, in the amount of \$6,600.00 per year, to support implementation of the Village's annual PIPE Program for each following 12-month period. This MOU shall expire December 31, 2030 or five (5) years after the Initial Effective Date, unless this MOU is terminated sooner, or unless the MOU is extended by the Village.

The MOU shall continue in effect for said periods, unless the MOU is terminated sooner, or unless it is further extended by mutual agreement, in writing, of the parties hereto. Any such extension shall be under the same terms and conditions as set forth in this MOU.

This MOU may be amended or terminated at any time by mutual consent of all Parties, or the agreement may be terminated by any party giving thirty (30) day's advance written notice to the other Parties.

In witness thereof, the Memorandum of Understanding executed and agreed to on the latest day, month and year written below:

**CUYAHOGA SOIL & WATER
CONSERVATION DISTRICT**

VILLAGE OF BRATENAHL

(Signature)

(Signature)

BY: _____
(Printed Name, Title)

BY: _____
(Printed Name, Title)

DATE: _____

DATE: _____

NORTHEAST OHIO REGIONAL SEWER DISTRICT

(Signature)

BY: __Kyle Dreyfuss-Wells, Chief Executive Officer
(Printed Name, Title)

DATE: _____

(Signature)

BY: Darnell Brown, President, Board of Trustees
(Printed Name, Title)

DATE: _____
Northeast Ohio Regional Sewer District

<p>This Instrument Reviewed By: Katarina K. Waag Assistant General Counsel Northeast Ohio Regional Sewer District</p>

[FOR NEORS D USE ONLY]

AGREEMENT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CUYAHOGA SOIL & WATER CONSERVATION
DISTRICT

AND

VILLAGE OF BRATENAHL

FOR

2026 – 2030 PHASE II STORMWATER
REGULATION SUPPORT

CERTIFICATION

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the fund free from any obligation or certification now outstanding.

Total Amount Not-to-Exceed: \$33,000.00

- 2026 - \$6,600.00
- 2027 - \$6,600.00
- 2028 - \$6,600.00
- 2029 - \$6,600.00
- 2030 - \$6,600.00

The legal form and correctness of the within instrument are hereby approved.

ERIC J. LUCKAGE
CHIEF LEGAL OFFICER

KENNETH J. DUPLAY
CHIEF FINANCIAL OFFICER

Date

Date

FISCAL OFFICER CERTIFICATE

As the Fiscal Officer of the Village of Bratenahl, I hereby certify that the amount of \$6,600.00 required to meet the attached contract, agreement, obligation or expenditure has been lawfully appropriated, authorized or directed for such purpose and is in the Treasury or in the process of collection to the credit of the General Fund and free from any obligation or certification now outstanding.

Certification: _____
Diana L. Cooks, Village Fiscal Officer

Date: _____

Name	Burke-Jones			Dews			Hoefling			Huffman			Kozinski			Puffenberger		
Vote	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs
Suspension																		
Passage																		

Mar-26

ORDINANCE NO: 4295

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

* AT&T/FirstNet	MDTs	\$ 326.48
* Chagrin Valley Dispatch	February 2026	18,110.23
Chagrin Valley Dispatch	2026 Annual radio maintenance program	2,640.00
Dollar Bank	Police credit card	644.48
Hall Public Safety	Upfitting new vehicle	20,499.46
Landmark	Gasoline: 66	3,223.49
Serpentini Chevy WH	Repair/maintenance vehicles	449.95
Shuttlers	Uniforms/equipment	1,532.50
South End Printing	Tow sheets; business cards	289.10
Summit Metro Parks	Training - Howard	100.00
<i>SUBTOTAL - PUBLIC SAFETY</i>		<u>\$ 47,815.69</u>

ADMINISTRATION

+ Aetna	Dental - February 2026	\$	1,148.00
Cintas	Defibrillator lease		126.00
+ COSE/Medical Mutual	Medical - February 2026		18,203.60
Cuyahoga County Mayors/City Mgrs Assoc	2026 Association dues		898.25
Distillata	Drinking water		59.00
+ Division of Water	#1291440000		19.45
+ Division of Water	#5367340000		41.89
+ Division of Water	#3759120437		126.18
+ Dollar Bank	Village credit card		660.67
Dumpster Bandit	Rubbish removal - February 2026		6,183.36
+ Enbridge	#0012		783.12
+ Enbridge	#5971		66.79
+ Enbridge	#7898		72.71
Google **	Email accounts		371.00
Greater Cleveland Partnership	2026 COSE membership		585.00
+ Illuminating Company	Traffic Signals # 110 029 217 558		107.14
+ Illuminating Company	Street Lighting # 110 024 090 794		2,608.80
+ Illuminating Company	# 110 023 586 420		58.09
+ Illuminating Company	# 110 023 032 078		526.46
+ Illuminating Company	# 110 169 405 153		83.39
Lake Business Products	Copies/lease		171.79
NEO Mayors/City Mgrs Association	2026 Association dues		300.00
NEORS	#8745		158.12
+ Pitney Bowes	Postage meter/postage		264.99
Quill	Supplies		266.50
Rocco, Andrea	Magistrate - 3/3/26		400.00
+ Spectrum	Internet/cable service		613.94
TeleCare	Hosting - February 2026		969.46
Treasurer of State	BBS - February 2026		70.14
	SUBTOTAL - ADMINISTRATION	\$	35,943.84

RECREATION

Cintas	Defibrillator lease	\$	126.00
Distillata	Drinking water		131.50
Dollar Bank	Recreation credit card		167.43
+ Enbridge	#0000 (BCC)		2,318.62
+ Illuminating Company	A/C# 110 023 744 748 (BCC)		399.56
+ Illuminating Company	Outdoor A/C# 110 050 323 796 (BCC)		230.91
Spectrum	Internet/cable service		226.78
United Rentals	Portable restroom rental		127.00
<i>SUBTOTAL - RECREATION</i>			<u>\$ 3,727.80</u>

SERVICE

Best Buy Tire	Tires	\$	1,148.00
Best Truck Equipment	Parts/supplies		340.48
Buckeye Power Sales	Parts/supplies		722.25
Cargill	Road salt		8,723.41
Custom Clutch	Parts/supplies		116.75
Division of Water	Fireline		0.00
Division of Water	7482172312		0.00
Dollar Bank	Service Dept credit card		413.90
Enbridge	#0973		491.85
Green Vision Material	Tipping fees through 8/31/26		2304.00
+ Home Depot	#9772		427.97
+ Illuminating Company	#110125887239		321.83
Imperial Dade	Supplies		406.37
Landmark	Gasoline: 34		1,660.59
Signature Electric	Generator - Pump House		1,685.00
Spectrum	Internet/cable service		240.26
Sutton Hardware	Parts/supplies		339.36
<i>SUBTOTAL - SERVICE</i>			<u>\$ 19,342.02</u>

CONSULTANTS

Chagrin Valley Engineering	Professional services - 2/2026; 3/2026	\$	2,329.75
Matty, Henrikson & Greve LLC	Professional services - 2/2026		8,977.50
Plan It Consulting	Professional services - 2/2026		2,916.00
<i>SUBTOTAL - CONSULTANTS</i>			<u>\$ 14,223.25</u>

TOTAL ALL PAY CLAIMS**\$ 121,052.60**

- * Restricted fund
- + Electronic payment

FOR RECORD ONLY

Payroll	2/13/2026	\$	69,860.03
Payroll	2/27/2026	\$	72,431.12

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: March 18, 2026

Keith A. Benjamin, Mayor

Diana L. Cooks, Village Fiscal Officer