

RESOLUTIONS ADOPTED
September 1, 2020

2020-077 RESOLUTION TO AMEND PERMANENT APPROPRIATIONS FOR 2020 FISCAL YEAR

2020-078 RESOLUTION TO CERTIFY CLEANUP COSTS FOR 103 SYCAMORE DR. IN THE AMOUNT OF \$197.00

2020-079 RESOLUTION THAT PAINESVILLE TOWNSHIP WILL PICK UP THE STATUTORILY REQUIRED EMPLOYEE CONTRIBUTION TO THE OHIO PUBLIC EMPLOYEES RETIREMENT SYSTEM FOR THE EMPLOYEES OF THE PAINESVILLE TOWNSHIP PURSUANT TO INTERNAL REVENUE CODE SECTION 414 (H)(2)

2020-080 RESOLUTION TO RESCIND RESOLUTION NUMBER 2020-059, WHICH WAS THE ORIGINAL RESOLUTION TO REQUEST THE LAKE COUNTY COMMISSIONERS TO ESTABLISH A COMMUNITY REINVESTMENT AREA IN PAINESVILLE TOWNSHIP

2020-081 RESOLUTION FOR THE LAKE COUNTY COMMISSIONERS TO ESTABLISH A COMMUNITY REINVESTMENT AREA IN PAINESVILLE TOWNSHIP

2020-082 RESOLUTION TO APPROVE PAYMENT OF \$3,030.74 TO SUTPHEN CORPORATION FOR VEHICLE MAINTENANCE FOR THE FIRE DEPARTMENT

2020-083 RESOLUTION TO APPROVE PAYMENT OF \$3,578.00 TO PHOENIX SAFETY OUTFITTERS FOR TURN OUT GEAR FOR THE FIRE DEPARTMENT

2020-084 RESOLUTION TO AUTHORIZE EMPLOYEES TO VOLUNTARILY PARTICIPATE IN THE OHIO DEFERRED COMPENSATION ROTH 457 PLAN

2020-085 RESOLUTION AUTHORIZING PAINESVILLE TOWNSHIP TO JOIN A SPECIAL IMPROVEMENT DISTRICT WITH ALL OF THE COMMUNITIES ALONG THE LAKE SHORE IN LAKE COUNTY

2020-086 RESOLUTION TO APPROVE THE SETTLEMENT OF A ZONING COMPLAINT FILED IN PAINESVILLE MUNICIPAL COURT AGAINST LARRY LESTER, CASE NO. 1902595, DATED AUGUST 5, 2020

MINUTES

The Board of Painesville Township Trustees met for a regular meeting at 7:30 P.M. on Tuesday, September 1, 2020 at 55 Nye Road. The meeting was called to order at 7:39 P.M. by Chairman Hillier. Present: Trustees Gabe Cicconetti, Chuck Hillier, Josh Pennock, Administrator Michael Manary, Fiscal Officer Michael Patriarca, Legal Advisor Jeremy Iosue.

Various topics, agenda items and departmental matters were brought before the board including the approval of minutes from the previous meeting August 18, 2020

SUMMARY OF WORK SESSION:

Administrator Manary summarized the work session noting the following:

- The Trustees spoke with Carol Fyffe regarding becoming our new health insurance broker
- The Trustees spoke with Keith Mitchell who is a new representative from Palmieri Builders who came to discuss Fairway Pines Phase 3A
- The Administrator gave an update on the Community Reinvestment Area application
- We discussed Cares Act purchases that are accepted under the Cares Act rules
- The Trustees went into Executive Session.

Motion to Go Into Executive Session

The meeting was called to order at 7:31 P.M. by Chuck Hillier

Josh Pennock made a motion to go into executive session at 7:31 P.M., second by Gabe for the purpose of considering confidential information related to negotiations with another political subdivision for economic development assistance, which information is:

- (1) Directly related to a request for economic development assistance that is to be provided or administered under Chapter 715 of the Ohio Revised Code; and
- (2) Directly related to a request for economic development assistance that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project.

And the Board hereby determines that the executive session is necessary to protect the interests of the political subdivision or the possible investment or expenditure of public funds to be made in connection with the economic development project.

The motion was approved by unanimous vote. The Trustees came out of Executive Session at 7:42 P.M.

- The Trustees discussed adding a Roth 457 retirement plan with Ohio Deferred Compensation
- The Trustees discussed a sign at the corner of Overlook and Riverside that is obstructing peoples view
- The Trustees discussed passing a resolution tonight to join a Special Improvement District that is being formed throughout all of the Lake Shore Communities in the County
- The Trustees discussed the possibility of Limited Home Rule in the Township and will continue to discuss that at future meetings
- The Trustees discussed a complaint at the corner of Barrington Ridge and Kingsborough

OLD BUSINESS: None

NEW BUSINESS: None

LAKE COUNTY SHERIFF'S OFFICE REPORT: No report given

DEPARTMENT REPORTS:

- **SERVICE DEPARTMENT:** Reported that the OPWC Round 35 application is in progress and is due September 15th.
- **FIRE DEPARTMENT:** Reported that there was an incident in the Township where people were living in the woods next to Echeck and one of the homeless people that lived there at one point came in with a handsaw and started cutting people that were sleeping in tents. Two people had to be flown to Metro and 4 people were sent to the hospital. The two people that were flown to Metro had serious injuries. The Sheriff's Department has vacated that area and are keeping a watch on that area so homeless do not return. Reported that Gordon Thompson and Theo were featured on WKYC for National Dog Day
- **ZONING DEPARTMENT:** The Assistant Zoning Inspector reported that she put a report in the work folder to show the volume of work that has been coming in through the Zoning Department. Gabe discussed an idea to maybe implement certain types of fencing up to a certain linear to not require permits and also small sheds as long as both meet the guidelines to help ease the workload in the Zoning Department and also alleviate a burden on the residents.
- **LEGAL ADVISOR:** Gave an update about entering into an agreement with property owner Larry Lester.
- **ADMINISTRATOR:** Reported that the Township will still have Document Shredding Day that the Trustees personally sponsor on Saturday September 19th from 11:00AM-1:00PM behind the Service Garage at Hardy Road and Fairport Nursery Road. The Trustees donated 350 facemasks to Project Hope.
- **FISCAL OFFICER:** Request Resolution to amend permanent appropriations for 2020 fiscal year as follows:

General fund	1,016,777
Motor vehicle license tax	50,000
Gasoline tax	300,000
Road and bridge fund	1,811,474
Police district	769,771
Fire district	5,404,219
Permissive motor vehicle license tax	200,000
Coronavirus Relief Fund	254,621
Lighting assessment	137,610
OPWC Grant	300,000
Total All Funds	10,244,472

Request resolution to certify cleanup costs for 103 Sycamore Dr. in the amount of \$197.00

TRUSTEES: Chairman Hillier made a motion to add a resolution to the Agenda to enter into an agreement with a property owner. Gabe Cicconetti wanted a status on the cameras at Crislip Park. Gabe suggested signage at Crislip Park to have hours from dawn to dusk.

BILLS PAID

Various bills, payroll and related disbursements were presented, examined and approved for payment.

RESOLUTIONS ADOPTED

2020-077 RESOLUTION TO AMEND PERMANENT APPROPRIATIONS FOR 2020 FISCAL YEAR AS FOLLOWS:

General fund	1,016,777
Motor vehicle license tax	50,000
Gasoline tax	300,000
Road and bridge fund	1,811,474
Police district	769,771
Fire district	5,404,219
Permissive motor vehicle license tax	200,000
Coronavirus Relief Fund	254,621
Lighting assessment	137,610
OPWC Grant	300,000
Total All Funds	10,244,472

2020-078 RESOLUTION TO CERTIFY THE CLEANUP COSTS FOR 103 SYCAMORE DRIVE IN THE AMOUNT OF \$197.00

RESOLVED, We the Painesville Township Board of Trustees, under the authority of Ohio Revised Code Section 5579.05, 5579.06 and 5579.07 adopt this resolution and we hereby certify that on August 17, 2020 the Painesville Township Road Department and the Painesville Township Administration did incur a total cost of \$197.00 (One hundred and ninety seven dollars) for the cutting of overgrown weeds and other vegetation at 103 Sycamore Drive (Permanent Parcel #11B041G010060 we ask the County Auditor to enter the amount of \$197.00 on the tax duplicate to be collected as other taxes and returned to the Township.

2020-079 RESOLUTION THAT PAINESVILLE TOWNSHIP WILL PICK UP THE STATUTORILY REQUIRED EMPLOYEE CONTRIBUTION TO THE OHIO PUBLIC EMPLOYEES RETIREMENT SYSTEM FOR THE EMPLOYEES OF THE PAINESVILLE TOWNSHIP PURSUANT TO INTERNAL REVENUE CODE SECTION 414(H)(2)

(Text of this resolution separately printed as if fully included herein as Exhibit A)

2020-080 RESOLUTION TO RESCIND RESOLUTION NUMBER 2020-059, WHICH WAS THE ORIGINAL RESOLUTION TO REQUEST THE LAKE COUNTY COMMISSIONERS TO ESTABLISH A COMMUNITY REINVESTMENT AREA IN PAINESVILLE TOWNSHIP

RESOLVED, We the Painesville Township Board of Trustees, hereby rescind resolution number 2020-059, which was the original resolution to request the Lake County Commissioners to establish a Community Reinvestment Area in Painesville Township

2020-081 RESOLUTION FOR THE LAKE COUNTY COMMISSIONERS TO ESTABLISH A COMMUNITY REINVESTMENT AREA IN PAINESVILLE TOWNSHIP

(Text of this resolution separately printed as if fully included herein as Exhibit B)

2020-082 RESOLUTION TO APPROVE PAYMENT OF \$3,030.74 TO SUTPHEN CORPORATION FOR VEHICLE MAINTENANCE FOR THE FIRE DEPARTMENT

RESOLVED, We the Painesville Township Board of Trustees, hereby approve payment of \$3,030.74 to Sutphen Corporation for vehicle maintenance for the Fire Department

2020-083 RESOLUTION TO APPROVE PAYMENT OF \$3,578.00 TO PHOENIX SAFETY OUTFITTERS FOR TURN OUT GEAR FOR THE FIRE DEPARTMENT

RESOLVED, We the Painesville Township Board of Trustees, hereby approve payment of \$3,578.00 to Phoenix Safety Outfitters for turn out gear for the Fire Department

2020-084 RESOLUTION TO AUTHORIZE EMPLOYEES TO VOLUNTARILY PARTICIPATE IN THE OHIO DEFERRED COMPENSATION ROTH 457 PLAN

RESOLVED, We the Painesville Township Board of Trustees, hereby authorize employees to voluntarily participate in the Ohio Deferred Compensation Roth 457 Plan

2020-085 RESOLUTION AUTHORIZING PAINESVILLE TOWNSHIP TO JOIN A SPECIAL IMPROVEMENT DISTRICT WITH ALL OF THE COMMUNITIES ALONG THE LAKE SHORE IN LAKE COUNTY

RESOLVED, We the Painesville Township Board of Trustees, hereby authorize Painesville Township to join a special improvement district with all of the communities along the Lake Shore in Lake County

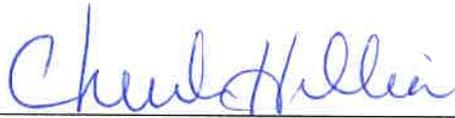
2020-086 RESOLUTION TO APPROVE THE SETTLEMENT OF A ZONING COMPLAINT FILED IN PAINESVILLE MUNICIPAL COURT AGAINST LARRY LESTER, CASE NO. 1902595, DATED AUGUST 5, 2020

RESOLVED, We the Painesville Township Board of Trustees, hereby approve the settlement of a Zoning Complaint filed in Painesville Municipal Court against Larry Lester, Case No. 1902595, dated August 5, 2020

(Text of this agreement separately printed as if fully included herein as Exhibit C)

Chairman Chuck Hillier made a motion to close the meeting at 8:06 P.M., seconded by Josh Pennock passed unanimously.

ADJOURNMENT



Chuck Hillier, Chairman



Michal Patriarca, Fiscal Officer

2020-079 RESOLUTION THAT PAINESVILLE TOWNSHIP WOULD LIKE TO REMOVE THE POSITION OF ASSISTANT ZONING INSPECTOR FROM THE SALARY REDUCTION PLAN, THIS SUPERSEDES RESOLUTION 2020-053

WHEREAS, pursuant to federal and Ohio laws, the federal and state income taxes on a portion of the wages or salaries of the employees of the Painesville Township will be deferred if Painesville Township "picks up" (assumes and pays) the contributions statutorily required to be made by such elected officials and covered employees to Ohio Public Employees Retirement System (OPERS); AND

Whereas, Painesville Township will not incur any additional costs in the picking up of such contributions

NOW THEREFORE BE IT ORDAINED BY PAINESVILLE TOWNSHIP OHIO THAT:

Section 1: Effective second pay in September(8/29/20-9/11/20 reporting dates) , the full amount of the statutorily required employee contributions to OPERS shall be withheld from the gross pay of each person within any of the classes established in Section 2 herein and shall be "picked up" (assumed and paid to OPERS) by Painesville Township. This "pick up" by Painesville Township shall be designated as public employee contributions and shall be in lieu of contributions to OPERS by each person within any of the classes established in Section 2 herein. No person subject to this "pick up" shall have the option of choosing to receive the statutorily required contribution to OPERS directly instead of having it "picked up" by Painesville Township or of being excluded from the "pick up" Painesville Township shall, in reporting and making remittance to OPERS, report that the public employee contribution for each person subject to this "pick up" has been made as provided by the statute. Therefore, contributions, although designated as employee contributions, are employer-paid, and employees do not have the option to receive the contributions directly. All contributions are paid by the employer directly to the plan.

Section 2: The "pick up" by Painesville Township provided by this ordinance shall apply only to the following classes, Office Manager, Service Director, Road Forman, Road Labor 1, and Assistant Service Director, of Painesville Township who are or become contributing members of OPERS

Section 3: The Painesville Township method of payment of salary to employees who are participants in OPERS is hereby modified as provided in Section 4, in order to provide for a salary reduction pick up of employee contributions to OPERS

Section 4: The total salary for each employee shall be the salary otherwise payable under Painesville Township policies. Such total salary of each employee shall be payable by Painesville Township in two parts: (a) deferred salary and (b) cash salary. An employee's deferred salary shall be equal to that percentage of that employee's total salary which is required from time to time by OPERS to be paid as an employee contribution by that employee, and shall be paid by Painesville Township to OPERS on behalf of that employee as a pick up and in lieu of the OPERS employee contribution otherwise payable by that employee. An employee's cash salary shall be equal to that employee's total salary less the amount of the pick up for that employee, and shall be payable, subject to applicable payroll deductions, to that employee. Painesville Township shall compute and remit its employer contributions to OPERS based upon an employee's total salary. The total combined expenditures of Painesville Township for such employees total salaries payable under applicable Painesville Township policies and the pick-up provisions of this resolution shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

Section 5: The clerk are hereby authorized and directed to implement the provisions of this ordinance to institute the "pick up" of the statutorily required contributions to OPERS for those persons reflected in Section 2 herein so as to enable them to obtain the result in federal and state tax deferments.

Adopted, September 1, 2020

Chairman Charles Hill

Fiscal Officer [Signature]

Painesville Township

Established
1800



ATTACHMENT
C

Resolution

Resolution No. 2020 - 81

REQUEST FOR THE LAKE COUNTY COMMISSIONERS to ESTABLISH a COMMUNITY REINVESTMENT AREA IN PAINESVILLE TOWNSHIP

Whereas, the Board of Trustees of Painesville Township, Lake County, Ohio desires to pursue all reasonable and legitimate incentive measures to assist and encourage development in specific areas of Painesville Township that have not enjoyed reinvestment from remodeling or new construction; and

Whereas, a survey of housing as set forth in "Exhibit A" as required by Ohio Revised Code (ORC) Section 3735.66 has been prepared for the area to be included in proposed Community Reinvestment Area; and

Whereas, the maintenance of existing and construction of new structures in such area would serve to encourage economic stability, maintain property values, and generate new employment opportunities; and

Whereas, the remodeling of existing structures or the construction of new structures in this Community Reinvestment Area constitutes a public purpose for which real property exemptions may be granted.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Painesville Township Board of Trustees:

Section 1: The Trustees hereby approve and adopt the housing survey which is attached hereto and marked "Exhibit A" and incorporated by reference as if fully written herein.

Section 2: The Trustees hereby find that the maintenance of existing structures and the construction of new structures and in such area would serve to encourage economic stability, maintain real property values, and generate new employment opportunities.

Section 3: Only residential and commercial properties consistent with the applicable zoning regulations within the designated Community Reinvestment Area will be eligible for exemptions under this program.

Section 4: All residential and commercial properties identified in Exhibit A as being within the designated Community Reinvestment Area are eligible for this incentive. This proposal is a public/private partnership intended to promote and expand conforming uses in the designated area.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this "Agreement") dated August 5, 2020, (the "Effective Date") is made between the **PAINESVILLE TOWNSHIP BOARD OF TRUSTEES** (hereinafter referred to as "Painesville Twp.") and **LARRY LESTER** (hereinafter referred to as "Lester"). The foregoing parties may be referred to hereafter collectively as the "Parties".

Recitals

WHEREFORE, a dispute between the Parties has arisen pertaining to property located at 340 Lake Road, Painesville Twp., Ohio, which is owned by Lester (the "Property") and the various zoning violations cited by Painesville Twp. against Lester for that Property (the "Dispute");

WHEREFORE, the consequence of the Dispute has been the filing of a criminal complaint in the form of the action entitled *The Painesville Township Board of Trustees v. Larry Lester*, Case No. *CRB 1902595*, pending in the Painesville Municipal Court, Lake County, Ohio (hereinafter referred to as the "Action"), wherein claims have been asserted by Painesville Twp. against Lester; and

WHEREFORE, the Parties, recognizing the expenses, vagaries and uncertainties of litigation, have agreed to resolve their disputes relating to the Action and the Dispute, to compromise their claims and to memorialize their respective rights, duties, responsibilities and obligations; and

WHEREFORE, based on the foregoing and in full satisfaction of any and all disputes and claims arising out of the Action and the Dispute, and in consideration and exchange for releases of the claims by the Parties against each other, and upon the terms and conditions, the premises and promises and the covenants stated below, the Parties agree as follows:

1. **Undertakings of Lester.**

- a. Lester agrees to clean the Property by no later than October 1, 2020. The clean-up of the Property shall include removing any debris, including loose lumber, cinder blocks, large stones, downed utility poles, spare tires, and cutting the grass and removing weeds.
- b. Lester agrees to paint the commercial building thereon beginning no later than October 1, 2020, and to complete the painting of the commercial building by no later than June 15, 2021.
- c. Thereafter, Lester further agrees to keep the Property and the buildings well maintained, in compliance with applicable portions of the Painesville Township Zoning Resolution, for the duration of his ownership of the same.
- d. Lester further agrees that, other than the equipment listed in Paragraph 2.c. below, no new or replacement/substitute equipment will be stored at the Property.
- e. Finally, Lester agrees that the non-conforming uses listed in Section 2a and 2b

herein shall not be extended nor expanded, unless such extension or expansion of the non-conforming uses is done in compliance with the applicable provisions of the Painesville Township Zoning Resolution.

2. **Undertakings of Painesville Twp.** Painesville Twp. agrees that the following are legal non-conforming uses of the Property that Lester may continue for the duration of his ownership of the Property, but that such non-conforming uses shall cease upon Lester's transfer of the Property, whether by voluntary sale, probate proceedings, bankruptcy proceedings, or any other manner of transferring the Property:
 - a) Maintaining the rental unit at the Property as a rental unit;
 - b) Continuing to use the Property for its current businesses as specified in paragraph 3b of Exhibit A, attached hereto; and
 - c) Allowing the outside storage of the following equipment at the Property:
 - 1) 1 ton dump truck;
 - 2) 8 ton dump truck;
 - 3) 10 ton equipment trailer;
 - 4) Ford backhoe;
 - 5) CAT dozer;
 - 6) Wood chipper;
 - 7) Box truck converted to field office trailer; and
 - 8) One (1) elevated fuel storage tank 300 gal.
3. **Dismissal of Action.** Upon execution of this Agreement and all documents contemplated hereunder, Painesville Twp. shall dismiss the Action, with prejudice, at Lester's cost.
4. **Filing of Affidavit of Facts Relating to Title and Declaration of Restrictions.** Within seven (7) calendar days of the execution of this Agreement, Lester shall cause the Affidavit of Facts Relating to Title and Declaration of Restrictions, attached hereto as Exhibit A, to be filed with the Lake County Records Office, with the Agreement attached thereto, Lester shall be responsible for the cost, if any, associated with said recording.
5. **Mutual Release.** Upon the signing of this Agreement and the filing of the dismissal of the Action, the Parties hereby release and forever discharge each other and their respective officers, directors, shareholders, attorneys, agents, successors and assigns from any and all known or unknown claims, debts, liabilities, demands, obligations, damages, losses, costs, expenses, attorney's fees, actions and causes of action from the beginning of time to the Effective Date which in any way relate to the Action and/or the Dispute. In this regard, it is the intent of the Parties herein to, other than the enforcement of any term of this Agreement, release and forever discharge each other and their predecessors, successors, assigns, heirs, executors, administrators, conservators, personal representatives, guardians, agents, servants, legal representatives, and all persons, firms, lawyers, business entities or corporations which may have a claim and interest by or through the Parties from any and all liability, claims, and causes of action, at law or in equity, whether known or

unknown, foreseen or unforeseen, arising out of or in connection with the allegations in the Action or stemming from the Dispute up to the Effective Date.

6. **No Admission of Liability.** Neither the execution of this Agreement nor any provision or term hereof shall constitute an admission of liability or fault on the part of any Party hereto. The Parties acknowledge that this Agreement is intended as a full and complete settlement of any and all claims made against each other relating to the Action and/or the Dispute, which claims are denied and disputed by the Party against whom made.
7. **Representations and Warranties.** The Parties to this Agreement covenant, represent, warrant and agree as follows:
 - a) The Parties each acknowledge they have executed this Agreement voluntarily, without coercion or duress of any kind, and upon the advice of counsel;
 - b) The Parties have made such investigation of the facts pertaining to this Agreement and of all the terms thereof and matters pertaining thereto as they have deemed necessary;
 - c) The Parties have read this Agreement and understand its contents;
 - d) Each Party to this Agreement has jointly cooperated in the drafting and preparation of this Agreement and this Agreement shall not be construed against one Party or the other as a result of the preparation, submittal or other event of negotiation, drafting or execution hereof;
 - e) All Parties to this Agreement represent that they are duly authorized and have the full power and authority to enter into this Agreement;
 - f) Each of the Parties to this Agreement represents and warrants that they, and any of them have not sold, pledged, assigned, impaired or otherwise transferred to any third party any interest in any claim they or any of them may have against another party to this Agreement which is being released under this Agreement, and each shall indemnify and hold the other(s) harmless from any liability, including actual costs of defense, resulting from having assigned or transferred such interest to a third party;
 - g) All representations, warranties and rights hereunder shall be binding upon and inure to the benefit of the Parties' respective successors and assigns;
 - h) The undertaking contemplated under this Agreement are agreed to be deemed non-dischargeable in any bankruptcy proceeding; and
 - i) The Parties acknowledge that each and every representation, warranty, agreement and undertaking set forth in this Agreement is a separate material term and condition hereof and a breach of any shall give rise to the remedies set forth herein.
8. **Nature of Agreement.** The terms of this Agreement are contractual and not mere recitals. In addition, the headings that are used herein are for the convenience of the Parties and do not form any part of the contractual terms of this Agreement.
9. **Enforcement.** In the event any Party to this Agreement is compelled to incur any

expenses, including reasonable attorneys' fees, in instituting or prosecuting any action, suit or proceeding to enforce or construe any of the terms, covenants, representations and warranties contained herein, or to collect damages, the predominantly prevailing party in any such action, suit or proceeding shall be entitled to recover such actual attorneys' fees and all court costs incurred therein.

10. **Indemnity for Representations and Warranties.** Each Party hereto does hereby agree to defend, indemnify and hold harmless the other Party from and against any and all costs, damages, claims, liabilities or expenses (including actual attorneys' fees), arising from or resulting from any breach of the Party's representations and warranties made in this Agreement. Both Parties agree that any breach of the Party's representations and warranties made in this Agreement may cause irreparable harm to the other Party and that the amount of the harm may be difficult to ascertain. As a consequence, if it is determined by a court of competent jurisdiction that a breach of this Agreement has occurred, the damage award shall be \$10,000.00 for each occurrence. This damages provision is in addition to any other legal and equitable remedies that may be available to either Party, including the right to seek an injunction to enjoin further breaches of this Agreement.
11. **Costs Attendant to Settlement.** Each Party to this Agreement shall bear their respective costs with respect to the negotiation, drafting, execution, and performance of this Agreement and all acts required to be undertaken by the terms thereof.
12. **Additional Acts.** All Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary and useful to effectuate the purposes and provisions of this Agreement.
13. **Third Party Beneficiaries.** Except as provided in Paragraph 7) f) above, to the extent that this Agreement inures to the benefit of persons or entities not named herein, this Agreement shall be for their respective benefit and shall be directly enforceable by each of them.
14. **Severability.** In the event any provision of this Agreement is held to be void or otherwise unenforceable by the highest court of competent jurisdiction to address the matter, all remaining provisions shall remain in full force and effect.
15. **Inconsistent Acts.** All Parties to this Agreement shall forbear and refrain from doing any act or exercising any right, whether existing now or in the future, which act or exercise is inconsistent with this Agreement.
16. **Entire Agreement.** This Agreement contains the entire agreement and understandings between the Parties and there are no prior or contemporaneous oral agreements or undertakings, nor any other written agreements between the Parties.
17. **Execution.** This Agreement may be executed and delivered in counterparts by facsimile transmission or otherwise, each of which shall be deemed an original. Electronic

signatures shall be considered binding.

- 18. **Modification or Revocation.** This Agreement may not be modified or revoked except by a written instrument executed by all Parties to this Agreement.
- 19. **Applicable Law.** This Agreement shall be governed by and construed in accordance with Ohio law.

LARRY LESTER

PAINESVILLE TOWNSHIP

By: 
Its: MICHAEL P. MANARY
TOWNSHIP ADMINISTRATOR

LARRY LESTER

Exhibit A

AFFIDAVIT OF FACTS RELATING TO TITLE AND DECLARATION OF RESTRICTIONS (R.C. §5301.252)

AFFIDAVIT OF MR. LARRY LESTER

STATE OF OHIO)
) SS:
COUNTY OF LAKE)

- 1. I, Larry Lester, duly sworn, state that I am over 18 years of age and competent to testify in a court of law.
- 2. Affiant is the sole owner of the following described real property (the "Property") situated in the Township of Painesville, County of Lake, and State of Ohio:

Known as being part of Lot 3, Tract 2 in said Township and further known as being Lot No. 1 in Block 10, Sunset Point Subdivision in said Township, as same as recorded in Vol. D, Page 60 of Lake County Records of Plats; together with beach privileges in common with all owners of lots in said Sunset Point Subdivision, said beach being located on said Sunset Point Subdivision and being a part of the premises registered under Certificate of Title No. 28

-and-

Known as being part of Lot No. 3, in Tract 2 in said Township and further known as being Sublot No. 2 in Block No. 10, of Sunset Point Subdivision in said Township as per the recorded plat in Vol. D, Page 60 of Lake County Records of Plats; together with beach privileges in common with all owners of lots in said Sunset Point Subdivision; and being a part of the premises registered under Certificate of Title No. 1.

Permanent Parcel Numbers: 11B043B001270 & 11B043B001280

Address: 340 Lake Road, Painesville Township, Ohio 44077

3. By way of agreement with the Painesville Township Trustees, I have a legal non-conforming use to utilize the Property for the following uses:
 - a. Maintaining a residential rental unit;
 - b. Continuing use of the Property for the business of Larry Lester Excavating, A & S Vending, R & L Concessions, Lester's Automotive and Larry Lester Construction (home building and remodeling); and
 - c. Storing commercial vehicles and equipment.
4. By further agreement with the Painesville Township Trustees, the non-conforming uses specified in Paragraph 3 of this Affidavit shall terminate upon the transfer of the Property, whether by voluntary sale, probate proceedings, bankruptcy proceedings, or any other manner of transferring the Property.
5. After any transfer as specified in Paragraph 4 of this Affidavit, the non-conforming uses specified in Paragraph 3 of this Affidavit shall cease, and the new owner must comply with the Painesville Township Zoning Resolution, as in effect at the time of the transfer, or seek the proper permits and/or variances.
6. The covenants contained herein, and in the attached Settlement Agreement and Release, shall run with the land and shall bind Lester's heirs, executors, legal representatives, successors and assigns.

FURTHER AFFIANT SAYETH NAUGHT.



 AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 7 day of August, 2020.



 NOTARY PUBLIC

Karen Muro
 Notary Public
 My Commission Expires July 18, 2022

Payment Listing

8/19/2020 to 9/1/2020

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
1833-2020	08/25/2020	08/13/2020	CH	PURE WATER TECHNOLOGY	\$104.00	C
1834-2020	08/25/2020	08/13/2020	CH	TIME WARNER CABLE	\$470.00	C
1835-2020	08/25/2020	08/13/2020	CH	TIME WARNER CABLE	\$470.00	C
1836-2020	08/25/2020	08/13/2020	CH	CMH SOLUTIONS LLC	\$3,219.86	C
1837-2020	08/25/2020	08/13/2020	CH	MAJOR WASTE DISPOSAL SERVICES, INC	\$60.00	C
1838-2020	08/25/2020	08/13/2020	CH	MAJOR WASTE DISPOSAL SERVICES, INC	\$85.00	C
1839-2020	08/25/2020	08/13/2020	CH	MAJOR WASTE DISPOSAL SERVICES, INC	\$120.00	C
1840-2020	08/25/2020	08/13/2020	CH	STAPLES ADVANTAGE	\$686.03	C
1841-2020	08/25/2020	08/13/2020	CH	SIGNS-N-STUFF, INC.	\$45.00	C
1842-2020	08/25/2020	08/13/2020	CH	AIRGAS GREAT LAKES	\$110.47	C
1843-2020	08/25/2020	08/13/2020	CH	AIRGAS GREAT LAKES	\$13.58	C
1844-2020	08/25/2020	08/13/2020	CH	TIME WARNER CABLE	\$31.69	C
1845-2020	08/25/2020	08/13/2020	CH	TIME WARNER CABLE	\$36.93	C
1846-2020	08/25/2020	08/13/2020	CH	TIME WARNER CABLE	\$89.92	C
1847-2020	08/25/2020	08/13/2020	CH	SPOK, INC.	\$106.07	C
1848-2020	08/25/2020	08/13/2020	CH	HANDY RENTS	\$131.63	C
1849-2020	08/25/2020	08/13/2020	CH	HANDY RENTS	\$85.10	C
1850-2020	08/25/2020	08/13/2020	CH	LAKE BUSINESS PRODUCTS	\$53.69	C
1851-2020	08/25/2020	08/13/2020	CH	INDY EQUIPMENT & SUPPLY	\$837.66	C
1852-2020	08/25/2020	08/13/2020	CH	ACTION DOOR	\$162.00	C
1853-2020	08/25/2020	08/13/2020	CH	CIRO'S SEWER CLEANING	\$1,415.00	C
1854-2020	08/25/2020	08/13/2020	CH	ALVORD'S YARD & GARDEN	\$137.85	C
1855-2020	08/25/2020	08/13/2020	CH	HANDY RENTS	\$335.63	C
1856-2020	08/25/2020	08/13/2020	CH	CHEMSAFE INTERNATIONAL	\$174.96	C
1857-2020	08/25/2020	08/13/2020	CH	GAZETTE NEWSPAPERS	\$39.19	C
1858-2020	08/25/2020	08/13/2020	CH	PHOENIX SAFETY OUTFITTERS	\$590.00	C
1859-2020	08/25/2020	08/13/2020	CH	PHOENIX SAFETY OUTFITTERS	\$357.94	C
1860-2020	08/25/2020	08/13/2020	CH	TRUGREEN	\$34.25	C
1861-2020	08/25/2020	08/13/2020	CH	SIGNS-N-STUFF, INC.	\$1,998.00	C
1862-2020	08/25/2020	08/13/2020	CH	SHERWIN-WILLIAMS	\$25.15	C
1863-2020	08/25/2020	08/13/2020	CH	SHERWIN-WILLIAMS	\$563.59	C
1864-2020	08/25/2020	08/13/2020	CH	SHERWIN-WILLIAMS	\$56.19	C
1865-2020	08/25/2020	08/13/2020	CH	STATE CHEMICAL SOLUTIONS	\$469.79	C
1866-2020	08/25/2020	08/13/2020	CH	PRECISION ALARMTECH	\$250.00	C
1867-2020	08/25/2020	08/13/2020	CH	QUILL LLC	\$194.90	C
1868-2020	08/25/2020	08/13/2020	CH	BROWN ENTERPRISE SOLUTIONS	\$3,900.84	C
1869-2020	08/25/2020	08/13/2020	CH	ALL-AMERICAN FIRE EQUIPMENT, INC.	\$1,061.00	C
1870-2020	08/25/2020	08/13/2020	CH	TIME WARNER CABLE	\$470.00	C
1871-2020	08/25/2020	08/13/2020	CH	ATWELL'S POLICE & FIRE EQUIP. CO.	\$128.50	C
1872-2020	08/25/2020	08/13/2020	CH	ATWELL'S POLICE & FIRE EQUIP. CO.	\$129.98	C
1873-2020	08/25/2020	08/13/2020	CH	EJ USA, INC.	\$477.97	C
1874-2020	08/25/2020	08/13/2020	CH	OSBORNE CONCRETE & STONE CO.	\$1,031.97	C
1875-2020	08/25/2020	08/13/2020	CH	LAKE BUSINESS PRODUCTS	\$34.05	C
1876-2020	08/25/2020	08/13/2020	CH	EJ USA, INC.	\$874.05	C
1877-2020	08/25/2020	08/13/2020	CH	ZEP MANUFACTURING CO.	\$449.99	C
1878-2020	08/25/2020	08/13/2020	CH	TRUGREEN	\$216.93	C

Payment Listing

8/19/2020 to 9/1/2020

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
1879-2020	08/25/2020	08/13/2020	CH	ACTIVE PLUMBING SUPPLY CO.	\$55.93	C
1880-2020	08/25/2020	08/13/2020	CH	ACTIVE PLUMBING SUPPLY CO.	\$38.80	C
1881-2020	08/25/2020	08/13/2020	CH	STAPLES ADVANTAGE	\$104.14	C
1882-2020	08/25/2020	08/13/2020	CH	TIME WARNER CABLE	\$21.87	C
1883-2020	08/25/2020	08/13/2020	CH	GAZETTE NEWSPAPERS	\$181.50	C
1884-2020	08/25/2020	08/13/2020	CH	CMH SOLUTIONS LLC	\$4,502.85	C
1885-2020	08/25/2020	08/13/2020	CH	STATE CHEMICAL SOLUTIONS	\$107.91	C
1886-2020	08/25/2020	08/13/2020	CH	BAIN ENTERPRISES	\$775.00	C
1887-2020	08/25/2020	08/13/2020	CH	DUDE SOLUTIONS	\$3,500.00	C
1888-2020	08/25/2020	08/13/2020	CH	VERIZON WIRELESS	\$311.78	C
1889-2020	08/25/2020	08/13/2020	CH	CLASSIC CHEVROLET	\$298.00	C
1890-2020	08/25/2020	08/13/2020	CH	BOB'S GARAGE & TOWING SERVICE	\$58.45	C
1891-2020	08/25/2020	08/13/2020	CH	CLASSIC CHEVROLET	\$98.14	C
1892-2020	08/25/2020	08/13/2020	CH	CERNI MOTORS SALES, INC	\$100.47	C
1893-2020	08/25/2020	08/13/2020	CH	ADVANCE AUTO PARTS	\$520.04	C
1894-2020	08/25/2020	08/13/2020	CH	JP MORGAN CHASE COMMERCIAL CREDI	\$6,462.05	C
2000-2020	08/21/2020	08/19/2020	CH	EXPERT PAY	\$3.00	C
2005-2020	08/19/2020	08/20/2020	CH	COSE/MEDICAL MUTUAL OF OHIO	\$48,641.41	C
2007-2020	08/21/2020	08/21/2020	CH	THE ILLUMINATING COMPANY	\$56.85	C
2008-2020	08/21/2020	08/21/2020	CH	THE ILLUMINATING COMPANY	\$418.45	C
2009-2020	08/21/2020	08/21/2020	CH	THE ILLUMINATING COMPANY	\$519.04	C
2010-2020	08/21/2020	08/21/2020	CH	THE ILLUMINATING COMPANY	\$484.12	C
58526	08/26/2020	08/21/2020	AW	CHARDON OIL COMPANY	\$498.27	O
58527	08/21/2020	08/21/2020	AW	COMDOC, INC.	\$264.80	O
58528	08/21/2020	08/21/2020	AW	CONWAY LAND TITLE COMPANY	\$200.00	O
58529	08/21/2020	08/21/2020	AW	COSE/MEDICAL MUTUAL OF OHIO	\$49,879.20	O
58530	08/21/2020	08/21/2020	AW	JOHN F. KOTRLIK	\$80.00	O
58531	08/21/2020	08/21/2020	AW	LAKE COUNTY RECORDER	\$20.00	O
58532	08/21/2020	08/21/2020	AW	PHOENIX SAFETY OUTFITTERS	\$5,402.00	O
58533	08/21/2020	08/21/2020	AW	VILLAGE OF FAIRPORT HARBOR	\$12,733.49	O
58534	08/24/2020	08/24/2020	AW	CINTAS CORPORATION	\$139.22	O
58535	08/24/2020	08/24/2020	AW	LAKE COUNTY LANDSCAPE AND SUPPLY,	\$104.00	O
58536	08/24/2020	08/24/2020	AW	DANIELLE THOMPSON	\$150.00	O
58537	08/24/2020	08/24/2020	AW	MURPHY TRACTOR & EQUIPMENT CO.	\$15.60	O
58538	08/24/2020	08/24/2020	AW	PETTY CASH	\$30.00	O
58539	08/24/2020	08/24/2020	AW	PURE WATER TECHNOLOGY	\$209.85	O
58542	08/25/2020	08/25/2020	SW	Skipped Warrants 58540 to 58542 Series 4	\$0.00	V
58543	08/25/2020	08/25/2020	AW	AT & T MOBILITY	\$222.26	O
58544	08/25/2020	08/25/2020	AW	BEST TRUCK EQUIPMENT, INC.	\$97.88	O
58545	08/25/2020	08/25/2020	AW	DOMINION EAST OHIO	\$177.28	O
58546	08/25/2020	08/25/2020	AW	HALLMARK EXCAVATING	\$450.00	O
58547	08/25/2020	08/25/2020	AW	HUMANADENTAL INS. CO.	\$4,269.92	O
58548	08/25/2020	08/25/2020	AW	SPEAR-MULQUEENY FUNERAL HOME	\$500.00	O
58549	08/25/2020	08/25/2020	AW	POSTMASTER	\$240.00	O
58550	08/26/2020	08/26/2020	AW	CONVOY TIRE AND SERVICE, INC.	\$52.00	O
58551	08/27/2020	08/27/2020	AW	AMB APPLIANCE REPAIR	\$75.00	O

Payment Listing

8/19/2020 to 9/1/2020

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
58552	08/27/2020	08/27/2020	AW	COMMUNICATIONS SERVICE	\$357.00	O
58553	08/27/2020	08/27/2020	AW	CINTAS CORPORATION	\$249.44	O
58554	08/27/2020	08/27/2020	AW	GRIZZLY INDUSTRIAL, INC.	\$2,294.00	O
58555	08/27/2020	08/27/2020	AW	KAYLINE COMPANY	\$129.94	O
58556	08/27/2020	08/27/2020	AW	WITMER ASSOCIATES, INC.	\$557.54	O
58557	08/27/2020	08/27/2020	AW	WILLOUGHBY CONCRETE BUILDERS SUP	\$648.00	O
58558	08/28/2020	08/28/2020	AW	HEALTH & FITNESS INC.	\$376.76	O
58559	08/28/2020	08/28/2020	AW	TRI-MOR CORP., INC.	\$210,679.31	O
58560	08/28/2020	08/28/2020	AW	PROVISION IMPRESSIONS/VISION PRESS,	\$2,072.00	O
58561	08/28/2020	08/28/2020	AW	JOUGHIN HARDWARE	\$9.89	O
58562	08/28/2020	08/28/2020	AW	TRI-MOR CORP., INC.	\$24,551.70	O
58563	09/01/2020	08/31/2020	AW	MICHAEL MANARY	\$40.00	O
58564	09/01/2020	08/31/2020	AW	HALLMARK EXCAVATING	\$350.00	O
58565	09/01/2020	08/31/2020	AW	LAKE COUNTY DEPARTMENT OF UTILITIE	\$383.13	O
58566	09/01/2020	08/31/2020	AW	LBP LEASING INC.	\$141.90	O
58567	09/01/2020	08/31/2020	AW	SEACRIST MAINTENANCE, INC.	\$160.00	O
58568	09/01/2020	08/31/2020	AW	VISION SERVICE PLAN (OH)	\$872.40	O
Total Payments:					\$409,279.93	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$409,279.93	

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

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

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