



TO: Council Members
Mayor Molnar
Directors
Staff
Media

June 9, 2020

From: Amanda Trzaska, Clerk of Council /330.468.8341 /atrzaska@macedonia.oh.us

RE: **AGENDA for Work Session & Regular Meeting Thursday, June 11th, 2020**

Work-Session 7PM

Regular Council Meeting 7:30PM Pending & New Legislation

"Council Office Hours" CANCELLED

***Public Comment for the June 11th, 2020 Council Meeting should be sent to Clerk of Council Amanda Trzaska at atrzaska@macedonia.oh.us . Public comment must be received no later than the close of business on June 10th, 2020 and will be subsequently made available to the public.**

***Note ***

- This will be a Virtual Work Session & Regular Meeting; we will not be holding session in council chambers.
- Council's virtual meeting will be held through Microsoft Teams access will be available on the City of Macedonia's website www.macedonia.oh.us

Agenda for Regular Meeting

ORD.NO. 31-2020 [_____]

AN ORDINANCE TRANSFERRING THE POSITION OF PAYROLL ADMINISTRATOR FROM THE FINANCE DEPARTMENT TO HUMAN RESOURCES

First Rdg: 5-14-2020

Second Rdg:

Third Rdg

ORD.NO. 32-2020 [_____]

AN EMERGENCY ORDINANCE ESTABLISHING AND REGULATING THE LOCAL CORONAVIRUS RELIEF FUND (Fund No. 264)

ORD.NO. 33-2020 [_____]

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONSENT AGREEMENT WITH THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION FOR BRIDGE INSPECTION PROGRAM SERVICES

ORD.NO. 34-2020 [_____]

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT WITH C.A. AGRESTA CONSTRUCTION FOR THE “RIGHT-IN RIGHT-OUT” ACCESS DRIVE INTO AND OUT OF THE CROSSINGS/GOLDEN LINK SHOPPING CENTER

RES.NO. 35-2020 [_____]

A RESOLUTION AUTHORIZING THE CITY ENGINEER TO PREPARE PLANS, BIDS AND SPECIFICATIONS AND FURTHER AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS TO ENTER INTO CONTRACTS FOR THE HIGHLAND ROAD PAVING PROJECT

ORD.NO. 36-2020 [_____]

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT NOPEC ENERGIZED COMMUNITY GRANT(S)

ORD.NO. 37-2020 [_____]

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO ESTABLISH AN OPT-IN NATURAL GAS PROGRAM PURSUANT TO SECTION 4929.27(A)(1) OF THE OHIO REVISED CODE JOINTLY THROUGH NOPEC AS A NOPEC MEMBER

ORD.NO. 38-2020 [_____]

AN ORDINANCE APPROVING THE PLAN OF OPERATION AND GOVERNANCE FOR THE NOPEC NATURAL GAS AGGREGATION PROGRAM FOR THE PURPOSE OF JOINTLY ESTABLISHING AND IMPLEMENTING A GAS AGGREGATION PROGRAM AS A NOPEC MEMBER

RES.NO. 39-2020 [_____]

AN EMERGENCY RESOLUTION AMENDING RESOLUTION NO. 21-2020 RELATIVE TO THE RENEWAL OF AN EXISTING 5.07 MILL TAX LEVY

ORD.NO. 40-2020 [_____]

AN ORDINANCE AMENDING SECTION 1163.02 OF THE CODIFIED ORDINANCES OF THE CITY OF MACEDONIA RELATIVE TO RESIDENCE DISTRICTS

Public Notice of City Meetings / Calendar of Events / Dates of Interest

Council Work Session	Thursday	June 11	7PM- Virtual
Regular Council Meeting	Thursday	June 11	7:30PM- Virtual
Planning Commission	Monday	June 15	5:30PM
Park & Rec	Wednesday	June 17	6PM TBD
BZA Meeting	Wednesday	June 17	6:30PM TBD
Council Office Hours	Thursday	June 25	6pm CANCELLED
Council Work Session	Thursday	June 25	6:30PM CANCELLED
Regular Council Meeting	Thursday	June 25	7:30PM CANCELLED

-End-

ORIGINATOR: ADMINISTRATION

SPONSOR: _____

**CITY OF MACEDONIA
ORDINANCE NO. 31 - 2020**

**AN ORDINANCE
TRANSFERRING THE POSITION OF PAYROLL ADMINISTRATOR
FROM THE FINANCE DEPARTMENT TO HUMAN RESOURCES**

WHEREAS, there currently exists within the City of Macedonia Finance Department the position known as Payroll Administrator pursuant to Ordinance No. 83-2009; and

WHEREAS, it has become necessary to improve operations and efficiency within the City's administration to transfer the position of Payroll Administrator from the Department of Finance to Human Resources, which operates under the supervision, direction and control of the Mayor's Office.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Macedonia, County of Summit and State of Ohio:

Section 1. That the position of Payroll Administrator with the job description as set forth in the document attached as Exhibit "A" and incorporated herein by reference shall be transferred from the Department of Finance, to and under the supervision of Human Resources, which operates under the supervision, direction and control of the Mayor's Office.

Section 2. That the position of Payroll Administrator shall otherwise be unchanged, and shall continue to be exempt from the FSLA and deemed to be a confidential employee pursuant to O.R.C. 4117.01(J) in that this position deals with sensitive personnel/payroll information to be used by the City and collective bargaining and assists the public officers or representatives of the City in collective bargaining.

Section 3. That any and all ordinances in conflict with this Ordinance are hereby amended accordingly in so much as those ordinances may deal with the positions of Payroll Administrator and Human Resource Administrator.

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

Section 5. Wherefore, this Ordinance shall become effective upon its adoption by Council and signature of the Mayor or as otherwise be provided for in law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____

Nicholas Molnar

ATTEST: _____

Amanda Trzaska, Clerk of Council

ORIGINATOR: FINANCE DEPARTMENT

SPONSOR: _____

**CITY OF MACEDONIA
ORDINANCE NO. 32 -2020**

**AN EMERGENCY ORDINANCE
ESTABLISHING AND REGULATING THE LOCAL CORONAVIRUS
RELIEF FUND (Fund No. 264)**

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act, 116 Public Law 136, (the CARES Act) was signed into law by the President of the United States on March 27, 2020; and

WHEREAS, the Ohio General Assembly established a process for distributing funds provided by the “Coronavirus Aid, Relief, and Economic Security Act” in Senate Bill 310 of the 133rd General Assembly (S.B. 310); and

WHEREAS, S.B. 310 requires subdivisions receiving funds under Section 1 of the act, to pass a resolution affirming that funds from the County Coronavirus Relief Distribution Fund may be expended only to cover costs of the subdivision consistent with the requirements of section 5001 of the CARES Act as described in 42 U.S.C. 601(d), and any applicable regulations before receiving said funds; and

WHEREAS, the City of Macedonia desires to create a Local Coronavirus Relief Fund by using current fund number 264 to be used to cover expenditures consistent with such requirements, and is requesting its share of funds from the County Coronavirus Relief Fund.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Macedonia, County of Summit and State of Ohio:

Section 1. That the Director of Finance is authorized and directed to establish the Local Coronavirus Relief Fund No. 264 for the deposit of federal coronavirus relief funding received under Am. S.B. No. 310.

Section 2. That all funds received from the County Coronavirus Relief Distribution Fund pursuant to S.B. 310 be expended only to cover costs of the subdivision consistent with the requirements of section 5001 of the CARES Act as described in 42 U.S.C. 601(d), and any applicable regulations and guidance only to cover expenses that:

- (1) Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and
- (2) Were not accounted for in [Subdivision Name]’s most recently approved budget as of March 27, 2020; and
- (3) Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Section 3. Pursuant to Am. S.B. No. 310, not later than October 15, 2020, the Director of Finance shall pay the unencumbered balance of money in the Local Coronavirus Relief Fund to the County Treasurer, who shall deposit this revenue in the County Coronavirus Relief Distribution Fund.

Section 4. Pursuant to Am. S.B. No. 310, not later than December 28, 2020, the Director of Finance shall pay the balance of funds in the Local Coronavirus Relief Fund that remains unexpended on that date to the state treasury in the manner prescribed by the Summit County Director of Finance and Budget.

Section 5. Funds in the Local Coronavirus Relief Fund shall be audited by the Auditor of State during the City’s next regular audit to determine whether money in the fund has been expended in accordance with the requirements.

Section 6. The Clerk of Council shall certify a copy of this Ordinance to the Summit County Fiscal Officer and Director of Finance and Budget.

Section 7. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of Council, and of any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 8. Wherefore, this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, convenience and welfare of the City of Macedonia and the inhabitants thereof, for the reason that it provides for the daily operation of a municipal department, and provided it receives the affirmative vote of four (4) or more of the members elected or appointed to this Council, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____

Nicholas Molnar

ATTEST: _____

Amanda Trzaska, Clerk of Council

ORIGINATOR: JOSEPH L. GIGLIOTTI, CITY ENGINEER

SPONSOR: _____

**CITY OF MACEDONIA
ORDINANCE NO. 33 -2020**

**AN ORDINANCE
AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONSENT
AGREEMENT WITH THE DIRECTOR OF THE OHIO DEPARTMENT OF
TRANSPORTATION FOR BRIDGE INSPECTION PROGRAM SERVICES**

WHEREAS, the City of Macedonia, hereinafter referred to as the Local Public Agency (“LPA”), has determined the need to preform Bridge Inspection Program Services within the city limits, including but not limited to: routine inspections, element level inspections, critical-findings reports, fracture critical member inspections, load rating calculations and reports, weight limits posting sign recommendations, scour assessments, scour plan of actions, development of fractures critical plans, and underwater dive inspection reports, if needed, all with respect to Ohio Department of Transportation (“ODOT”) PID No. 109334; and

WHEREAS, the LPA shall cooperate with ODOT as follows: the State of Ohio shall assume and bear 100% of all cost for Bridge Inspection Program Services requested by the LPA and agreed to by the State of Ohio. Eligible Bridge Inspections Services are described in the Consultant’s Scope of Services Task Order Contract (“Agreement”) attached hereto and incorporated herein as Exhibit “A.” Those features may include, but are not limited to, purchasing and erecting the recommended weight limits postings signs, the implementation of critical findings reports, such as partial or total bridge closures, and the implementation of the scour plan of actions; and

WHEREAS, when recommendations affect public safety, ODOT expects full implementation by the LPA. Beginning in October 2019, the Federal Highway Administration (“FHWA”) requires installing weight limits postings signs within thirty (30) days from the official date of the approved recommendations. Timely implementation is essential to the success of this program.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Macedonia, County of Summit and State of Ohio:

Section 1. The Mayor is hereby authorized and directed to enter into a consent Agreement with ODOT to complete the Bridge Inspection Program Services pursuant the Agreement that is attached as Exhibit “A.”

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

Section 3. Wherefore, this Ordinance shall become effective upon its adoption by Council and signature of the Mayor or as otherwise be provided for in law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Amanda Trzaska, Clerk of Council

**CERTIFICATE OF COPY
STATE OF OHIO**

_____ of _____ County, Ohio
(LPA)

I, _____, as Clerk of the _____
(LPA)
of _____ County, Ohio, do hereby certify that the foregoing is a true and correct copy of
_____ adopted by the legislative Authority of the said
(Ordinance/Resolution)
_____ on the _____ day of _____, 2____.

(LPA)
That the publication of such _____ has been made and certified of record according
(Ordinance/Resolution)
to Law; that no proceedings looking to a referendum upon such _____ have been taken;
(Ordinance/Resolution)
and that such _____ and certificate of publication thereof are of record in _____,
Page _____ (Ordinance/Resolution)
(Record No.)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if
applicable,
this _____ day of _____ 2_____.

(Clerk)

(CITY SEAL) _____ of _____ County, Ohio
(LPA)

(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No Seal is required to
accompany the executed legislation.)

The foregoing is accepted as a basis for proceeding with the project herein described.
For the _____ of _____ County, Ohio.
(LPA)

Attested: _____ Date

(Contractual Agent)

For the State of Ohio

Attested: _____ Date

(Director, Ohio Department of Transportation)

Approved Final Scope of Services Minutes Date: _____

GENERAL ENGINEERING SERVICES

Central Office, Office of Structural Engineering

Scope of Services

The CONSULTANT may be required to perform the following services on a task order type basis for bridges designated by regulation or by agreement as City or Village inspection responsibility. Tasks which may include but are not limited to the following:

Task 1 - Scour Tasks

- Task 1A - Scour Critical Assessment
- Task 1B - Scour Plan-of-Action
- Task 1C – Scour Analysis

Task 2 - Load Rating Tasks

- Task 2A - Field Measurements for Load Rating
- Task 2B - Load Rating Calculations

Task 3 – SMS Structure Inventory and Review

Task 4 – Inspection Procedures

- Task 4A - Fracture Critical Plan
- Task 4B – Underwater Inspection Procedures

Task 5 - Bridge Inspection

- Task 5A – Routine Bridge Inspection
- Task 5B – Fracture Critical Inspection
- Task 5C – Underwater Dive Inspection

Services shall be conducted in accordance with the following:

- ODOT Manual of Bridge Inspection, Latest Version
- ODOT SMS Bridge and Inventory Coding Guide, Latest Version
- ODOT Bridge Design Manual, Section 900), Latest Version
- Hydraulic Engineering Circulars 18, 20 and 23
- The Manual for Bridge Evaluation, Second Edition 2013 interim with revisions, AASHTO

Publication

- Bridge Inspector's Reference Manual, FHWA NHI Publication Number: 12-049, Publication Year: 2012
- Underwater Bridge Inspection, FHWA Publication Number: FHWA NHI-10-027, Publication Year: 2010

The CONSULTANT shall maintain a project cost accounting system that will segregate costs for individual task orders. The invoicing progress reports shall be detailed enough to show the breakdown of each assigned structure indicating the status of all subtasks. Completion of the individual subtasks in necessary for reimbursement credits.

The Department will be performing an annual Quality Assurance Review (QAR) for each selected consultant in accordance with Manual of Bridge Inspection to ensure accuracy and consistency of the inspection and documentation in SMS. This typically includes an office and field review.

The project will be divided into four (4) sub-projects (SP). A CONSULTANT will be selected for each sub-project. Municipalities opted into the previous inspection program will have the option to renew their legislation. Municipalities with population greater than 50,000 people are excluded from the program. The sub-projects have the following general geographic areas, category characteristics, and maximum contract values for the municipalities with municipal inspection responsibility obtained from SMS data as of March 2019.

Project: SP01 - District (1, 2, &3), Total Structures = 435*

Type	L <= 20'	20' < L <= 60'	60' < L <= 200'	L > 200'	Total
Single Span	170	158	24	0	352
Multi-Span	21	18	29	15	83
Culvert	156	45	0	0	201
Truss	0	0	2	0	2
Underwater Inspection	0	0	0	0	0
Fracture Critical Inspection	0	4	0	0	4
Load Rating**	149	75	16	10	250

* Level 1 bridge inspection structures

** Tasked as budget allows w/priority for NBI bridges

General Engineering Services Scope of Services
Central Office, Office of Structural Engineering
PID No. 109334

Project: SP02 - District (4, 11, &12), Total Structures = 270*

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	86	86	25	0	197
Multi-Span	16	14	27	16	73
Culvert	82	36	0	0	118
Truss	1	1	5	0	7
Underwater Inspection	0	0	0	1	1
Fracture Critical Inspection	0	1	5	0	6
Load Rating**	67	35	16	5	123

* Level 1 Bridge Inspection structures

** Tasked as budget allows w/priority for NBI bridges

Project: SP03 - District (5, 6, &10), Total Structures = 355*

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	132	126	29	0	287
Multi-Span	7	8	35	18	68
Culvert	108	62	4	0	174
Truss	0	0	8	0	8
Underwater Inspection	0	0	1	1	2
Fracture Critical Inspection	0	0	8	1	9
Load Rating**	141	73	20	8	242

* Level 1 bridge inspection structures

** Tasked as budget allows w/priority for NBI bridges

Project: SP04 - District (7, 8 &9), Total Structures = 426*

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	150	125	29	0	304
Multi-Span	27	42	41	12	122
Culvert	135	93	30		231
Truss	0	1	5	1	7
Underwater Inspection	0	0	1	1	2
Fracture Critical Inspection	0	2	4	1	7
Load Rating	180	81	27	2	290

* Level 1 bridge inspection structures

** Tasked as budget allows w/priority for NBI bridges

Please note that the total number of structure types is estimated based on current SMS data query, and it may be adjusted when tasks are assigned in the future.

UNDERSTANDING

1. Inspections shall be completed by firm's full-time staff prequalified with ODOT for Level 1 bridge inspection according to the Manual of Bridge Inspection.
2. Task order are intended for maintaining compliance with the FHWA 23-Mertics, Ohio Revised Code, and ODOT policy manuals. Deadlines set by the task orders shall be respected.
3. All reports and records compiled under this agreement shall become the property of the City or Village and shall be housed in the City or Village. ODOT shall receive an electronic copy of plans, analysis files, reports and other items mentioned below.
 - a) CONSULTANT shall perform all applicable updates to SMS with new or revised information for structure inventory and appraisal data, inspections, scour, fracture critical members, and load ratings.
 - b) CONSULTANT shall submit copies of all reports and calculations electronically, or in hard copies when requested, to the City or Village for inclusion in their bridge records.
 - c) This includes, as applicable, a printed copy of the inspection report, Scour Plan-of-Action, Fracture Critical Plan, load rating report, gusset plate analysis, inspection procedures, and field measurement notes, digital pictures as well as a reproducible digital data file (.pdf, .doc, .xml, and .xls formats).
4. Copies of all transmittal letters related to this Task Order shall be submitted to Central Office, Office of Structural Engineering.
 - a) When required, CONSULTANTS shall locate the original construction plans, as-built, and shop drawings from archive locations specified by the municipality and upload them onto SMS.

Services to be furnished by CONSULTANT may include:

TASK 1 - SCOUR TASKS

Task 1A – Scour Critical Susceptibility NBIS Item 113) - The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection. Deliverables include field notes, a completed Scour Critical Assessment Checklist as per Appendix I of the 2014 Manual of Bridge Inspection, and any other reference material needed for the bridge

owner to properly maintain their bridge files. Channel photos or cross sections maybe tasked under this item if assigned.

Task 1B - Scour Plan-of-Action - The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection Appendix H for the scope of this task. Deliverables include a completed Scour Plan-of-Action, field notes, calculations, and any other reference material needed by bridge owner to maintain bridge files.

TASK 2 – LOAD RATING TASKS

Task 2A - Field Measurements for Load Rating - Should no plans exist or if additional information is required, each main member shall be field measured for load rating. The condition of the member should be noted on the field documentation. All measurements shall be included in the load rating report.

Task 2B - Load Rating Calculations – A bridge carrying vehicular traffic shall be rated to determine the safe load carrying capacity. The CONSULTANT shall review existing bridge plans and inspection reports and other inspection information such as photographs and estimates of section loss for bridge members and connections. The analysis for existing structures shall be performed for AASHTO HS20-44 [MS 18] (truck, lane, & military) loading for both inventory and operating levels, and for the four Ohio Legal Loads including the special hauling vehicles (2F1, 3F1, 4F1, and 5C1, SU4, SU5, SU6, SU7, EV2, and EV3) at operating level. The CONSULTANT shall try to complete the load rating analysis utilizing BrR (Virtis) at first. Hand-calculations or Spreadsheets if BrR is not applicable. The BrR analysis file, other load rating files, and BR100 shall be included with the submittal to OSE.

The inventory and operating ratings shall be coded as per the most recent version of the ODOT Bridge Inventory Coding Guide. Update SMS Inventory with the load rating results and upload BR100 pdf file.

The electronic deliverable shall include if applicable an Excel spreadsheet or other files used for analysis for each bridge which shall include the member areas, member capacities both with and without section loss, influence lines (can be the ordinates or graph of the lines), dead loads and dead load stresses in members, live loads and live load stresses in members for all truck loadings and the load ratings of the members. Truck loadings to be used for the ratings are specified in BDM Section 900.

The Load Rating Report shall be prepared by a registered or non-registered engineer and it shall be checked, signed, sealed and dated by an Ohio Registered Professional Engineer.

The Load Rating Report shall explain the method used to calculate the load rating of each bridge.

AASHTO Load Factor Rating (LFR) shall be utilized for all bridges not designed by Load and Resistance Factor Design. AASHTO Load and Resistance Factor Rating (LRFR) shall be utilized for all structures designed for HL93 loading starting October 2010.

Load Rating Report Submittal to the City or Village shall include:

- a. Two (2) printed copies and one electronic pdf copy of the Load Rating Report for each bridge.
- b. Final summary of inventory and operating ratings for each member and the overall ratings of the structure shall be presented for each live load truck. An acceptable format is ODOT form BR-100.
- c. Analysis program input files. Both input and output files shall be submitted when programs other than BrR or spreadsheets are used.
- d. All calculations related to the load rating.
- e. If applicable, the weight limits posting recommendations including a copy of the standard posting sign; such as R12-1 (24" x 30"), R12-H5 (30" x 48"), and R12-H7 (30" x 30").

TASK 3 – SMS STRUCTURE INVENTORY AND REVIEW

The scope of this task includes a limited review of the structure inventory data in the ODOT SMS. In general, the CONSULTANT shall review specific existing ODOT bridge inventory records (as provided by the City and approved by ODOT) of the designated bridge. The CONSULTANT may download the inventory report, which contains inventory data for each bridge on file with ODOT from the ODOT website. The CONSULTANT shall verify this data and determine if the ODOT SMS structure file information needs changing. If no changes are necessary, then no SMS inventory needs to be filled out. If changes are necessary, the scope of this task shall also include completing and filing inventory updates (and supplements, as needed) in SMS. The CONSULTANT shall refer to the ODOT Office of Structural Engineering Inventory and Coding Guide of SMS for inventory coding details.

TASK 4 – INSPECTION PROCEDURES

Task 4A – Fracture Critical Plan – A Fracture Critical Member Plan and inspection procedure shall be developed and updated. For more details, refer to Chapter 4: Inspection Types in the Manual of Bridge Inspection. It shall include:

1. Sketches of the superstructure with locations of all fatigue and fracture prone details identified.
 - a. Use framing plan or schematic with detail locations labeled and a legend explaining each labeled item on the scheme.

- b. Use an elevation view for trusses.
 - c. Classify similar fatigue/fracture prone details as types (e.g. end of partial cover plate).
2. A table or location of important structural details indicating:
 - a. Type of detail (e.g. end of partial cover plate, short web gap, etc.)
 - b. Location of each occurrence of detail
 - c. AASHTO Fatigue Category of detail
 - d. Identify retrofits previously installed
3. Risk Factors Influencing the inspector access.

Photos and sketches shall be properly referenced. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task.

Task 4B – Underwater Inspection Procedures – An underwater inspection procedure shall be developed. For more details, refer to Chapter 4: Underwater Inspections in the Manual of Bridge Inspection. Please note that ODOT has recently revised Appendix F of the inspection manual. The diving team shall fill out or update the new form and upload it on SMS prior to performing the actual dives. Please contact OSE for a copy of a blank form if not uploaded on SMS at the time.

TASK 5 – BRIDGE INSPECTION

Task 5A – Routine Bridge Inspection (SMS Input) - Perform a routine field inspection of the structure to determine the general condition. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task. Section 1111 of the Moving Ahead for Progress in the 21st Century Act (MAP-21) modified 23 U.S.C.144, requires Ohio to report bridge element level data for NBIS bridges on the National Highway System (NHS) to FHWA. A condition rating or element level inspection will be assigned. This task includes: Condition Rating Inspection for non-NBI structures, Condition Rating Inspection for NBI structures, and Element Level Inspection for NBI classified as NHS.

Task 5B – Fracture Critical Inspection - Perform a fracture critical field inspection of fracture critical items. The CONSULTANT shall update the FCM inspection procedure with current photos and descriptions. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task.

Task 5C – Underwater Dive Inspection – Perform Underwater/ In-Water inspection of substructure units according to the cycle shown in SMS. Emergency underwater inspection may arise for specific structures over the duration of the contract period. Work shall be done in accordance with the reference manuals and inspection procedure. Scour risk shall be evaluated after field and data collection.

ORIGINATOR: ADMINISTRATION

SPONSOR: _____

**CITY OF MACEDONIA
ORDINANCE NO. 34-2020**

**AN ORDINANCE
AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT
WITH C.A. AGRESTA CONSTRUCTION FOR THE “RIGHT-IN RIGHT-OUT”
ACCESS DRIVE INTO AND OUT OF THE CROSSINGS/GOLDEN LINK SHOPPING
CENTER**

WHEREAS, it has already been deemed necessary and in the best interest of the health, safety and welfare of all the City residents to construct the “right-in right-out” access drive into and out of the Crossings/Golden Link Shopping Center; and

WHEREAS, the City previously advertised for bids pursuant to Council authorization for the construction of the “right-in right-out” access drive into and out of the Crossings/Golden Link Shopping Center; and

WHEREAS, pursuant to law, bids were advertised and received by the City and opened on May 15, 2020; and

WHEREAS, it is found and determined that the bid of C.A. Agresta Construction is the lowest and best bid with regard to the construction of the “right-in right-out” access drive into and out of the Crossings/Golden Link Shopping Center, and Council therefore wishes to authorize the Mayor to enter into a contract with that company for construction of the “right-in right-out” access drive as the lowest and best bid.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Macedonia, County of Summit and State of Ohio:

Section 1. That the Mayor is authorized to accept the bid of C.A. Agresta Construction as the lowest and best bid in regard to the construction of the “right-in right-out” access drive into and out of the Crossings/Golden Link Shopping Center as set forth in the document attached hereto and incorporated by reference as Exhibit “A.”

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

Section 3. This Ordinance shall take effect upon adoption by Council and signature of the Mayor or after the earliest period allowed by law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Amanda Trzaska, Clerk of Council



REQUEST FOR LEGISLATION

**Request MUST be submitted to Mayor's Office
By Friday before Council Meeting**

Date: 06-03-2020

Dept Requesting Legislation Engineering

Nature of Legislation Requested Golden Link Blvd. - Access Drive: Contract Award

Comments/ Specific language required _____

Supplemental Material Attached Recommendation Letter, Bid Tabulation

For additional information contact: Joe Gigliotti



jma2016

Approved by Mayor [Signature] 6/3/2020
Signature & Date
Date forwarded to Law Director 6/3/2020

City of Macedonia
9691 Valley View Road
Macedonia, Ohio 44056
Attention: Nicholas Molnar, Mayor

June 03, 2020

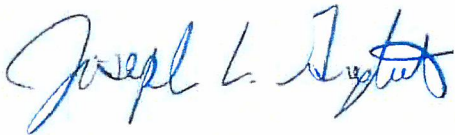
Re: Golden Link Boulevard – Access Drive

Dear, Mayor Molnar,

The City has received three (3) bid proposals for the project known as the Golden Link Boulevard – Access Drive. I have reviewed the bid proposals and have identified the lowest and best bid proposal as that being submitted by C.A. Agresta Construction, in the amount of \$293,744.00. References have been successfully checked. I am therefore recommending that C.A. Agresta Construction be awarded the contract for the Golden Link Boulevard – Access Drive.

Additionally, I would recommend that Alternate Bid Item #1 be made a part of the contract. This addition would provide for installation of decorative light poles along the new road, consistent with the existing Golden Link Boulevard and with other roads throughout the City. This addition would result in a total contract award amount of \$303,544.00.

Respectfully Submitted,



Joseph L. Gigliotti, City Engineer
Chagrin Valley Engineering, Ltd.

Cc: Members of Council
Law Director Guidetti
Finance Director Veres

attachments

**BID TABULATION
GOLDEN LINK BLVD. ACCESS DRIVE
CITY OF MACEDONIA**

**DATE: MAY 15, 2020
CVE JOB NO. 16120** Engineer's Estimate \$381,050.00

ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	C.A. Agresta Construction Company		Tri Mor Corporation	
					TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE
1	ODOT 203 EXCAVATION AND EMBANKMENT	LUMP	1	\$36,000.00	\$36,000.00	\$25,000.00	\$25,000.00	
2	ODOT 204 SUBGRADE COMPACTION	SY	1,500	\$1.00	\$1,500.00	\$1.00	\$1,500.00	
3	ODOT 206 CHEMICALLY STABILIZED SUBGRADE	SY	1,500	\$16.00	\$24,000.00	\$14.00	\$21,000.00	
4	ODOT 304 AGGREGATE BASE	CY	250	\$65.00	\$13,750.00	\$70.00	\$17,500.00	
5	ODOT 301 ASPHALT CONCRETE BASE	CY	375	\$137.00	\$51,375.00	\$140.00	\$52,500.00	
6	ODOT 441 ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1 (448) PG 64-22	CY	70	\$181.00	\$12,670.00	\$190.00	\$13,300.00	
7	ODOT 441 ASPHALT CONCRETE SURFACE COURSE, TYPE 1 (448), PG 64-22	CY	65	\$190.00	\$12,350.00	\$205.00	\$13,325.00	
8	ODOT 605 6" UNDERDRAIN	LF	775	\$10.00	\$7,750.00	\$12.00	\$9,300.00	
9	ODOT 609 TYPE 6 CONCRETE VERTICAL CURB	LF	700	\$17.00	\$11,900.00	\$24.00	\$16,800.00	
10	CONCRETE SPLITTER ISLAND	SF	225	\$17.00	\$3,825.00	\$18.00	\$4,050.00	
11	ODOT 611 NO. 3 CATCH BASIN	EACH	2	\$3,500.00	\$7,000.00	\$4,500.00	\$9,000.00	
12	12" STORM SEWER	LF	35	\$60.00	\$2,100.00	\$85.00	\$2,975.00	
13	15" CULVERT	LF	160	\$75.00	\$12,000.00	\$60.00	\$9,600.00	
14	ODOT HW-2.2 HALF-HEIGHT HEADWALL	EACH	2	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	
15	3" PVC CONDUIT	LF	150	\$28.00	\$4,200.00	\$22.00	\$3,300.00	
16	LIGHT POLE RELOCATION	EACH	1	\$4,050.00	\$4,050.00	\$2,500.00	\$2,500.00	
17	PAVEMENT MARKINGS & SIGNAGE	LUMP	1	\$4,500.00	\$4,500.00	\$5,500.00	\$5,500.00	
18	RECYCLED ASPHALT SHOULDER	CY	20	\$88.00	\$1,760.00	\$100.00	\$2,000.00	
19	ODOT 609 TYPE 3 CONCRETE CURB VERTICAL	LF	75	\$30.00	\$2,250.00	\$30.00	\$2,250.00	
20	ADA CURB RAMP	SF	100	\$15.00	\$1,500.00	\$17.50	\$1,750.00	
21	MAINTENANCE OF TRAFFIC	LUMP	1	\$18,809.00	\$18,809.00	\$23,000.00	\$23,000.00	
22	2" PVC CONDUIT	LF	1,000	\$9.50	\$9,500.00	\$12.00	\$12,000.00	
23	JUNCTION BOX	EACH	3	\$735.00	\$2,205.00	\$1,050.00	\$3,150.00	
24	JOINT REPAIR FABRIC	SF	1,500	\$3.50	\$5,250.00	\$4.00	\$6,000.00	
25	VOID REDUCING ASPHALT MEMBRANE	LF	375	\$4.00	\$1,500.00	\$5.00	\$1,875.00	
26	LAW ENFORCEMENT OFFICER ALLOWANCE	LUMP	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	
27	INSPECTION FEE ALLOWANCE	LUMP	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	
28	CLEARING & GRUBBING	LUMP	1	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	
	TOTAL PROJECT COST			\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	
					\$293,744.00	TOTAL	\$314,175.00	
						NUMBER OF DAYS TO COMPLETE: 75	NUMBER OF DAYS TO COMPLETE: 75	
						EARLIEST START DATE: July 6, 2020	EARLIEST START DATE: June 29, 2020	
ALT 1	DECORATIVE LIGHT POLE COMPLETE	EACH	2	\$4,900.00	\$9,800.00	\$6,000.00	\$12,000.00	
	ALTERNATE BID ITEMS							
				Total Alternate	\$303,544.00	Total Alternate	\$323,175.00	

* Math Error

Cavanaugh Building Corporation						
ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE	
1	ODOT 203 EXCAVATION AND EMBANKMENT	LUMP	1	\$39,000.00	\$39,000.00	
2	ODOT 204 SUBGRADE COMPACTION	SY	1,500	\$5.00	\$7,500.00	
3	ODOT 206 CHEMICALLY STABILIZED SUBGRADE	SY	1,500	\$17.00	\$25,500.00	
4	ODOT 304 AGGREGATE BASE	CY	250	\$75.00	\$18,750.00	
5	ODOT 301 ASPHALT CONCRETE BASE	CY	375	\$140.00	\$52,500.00	
6	ODOT 441 ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1 (448) PG 64-22	CY	70	\$185.00	\$12,950.00	
7	ODOT 441 ASPHALT CONCRETE SURFACE COURSE, TYPE 1 (448) PG 64-22	CY	65	\$205.00	\$13,325.00	
8	ODOT 605 6" UNDERDRAIN	LF	775	\$13.00	\$10,075.00	
9	ODOT 609 TYPE 6 CONCRETE VERTICAL CURB	LF	700	\$19.00	\$13,300.00	
10	CONCRETE SPLITTER ISLAND	SF	225	\$13.00	\$2,925.00	
11	ODOT 611 NO. 3 CATCH BASIN	EACH	2	\$2,675.00	\$5,350.00	
12	12" STORM SEWER	LF	35	\$130.00	\$4,550.00	
13	15" CULVERT	LF	160	\$72.00	\$11,520.00	
14	ODOT HW-22 HALF-HEIGHT HEADWALL	EACH	2	\$550.00	\$1,100.00	
15	3" PVC CONDUIT	LF	150	\$22.00	\$3,300.00	
16	LIGHT POLE RELOCATION	EACH	1	\$3,000.00	\$3,000.00	
17	PAVEMENT MARKINGS & SIGNAGE	LUMP	1	\$6,000.00	\$6,000.00	
18	RECYCLED ASPHALT SHOULDER	CY	20	\$80.00	\$1,600.00	
19	ODOT 609 TYPE 3 CONCRETE CURB VERTICAL	LF	75	\$12.00	\$900.00	
20	ADA CURB RAMP	SF	100	\$20.00	\$2,000.00	
21	MAINTENANCE OF TRAFFIC	LUMP	1	\$8,000.00	\$8,000.00	
22	2" PVC CONDUIT	LF	1,000	\$11.00	\$11,000.00	
23	JUNCTION BOX	EACH	3	\$1,100.00	\$3,300.00	
24	JOINT REPAIR FABRIC	SF	1,500	\$3.80	\$5,700.00	
25	VOID REDUCING ASPHALT MEMBRANE	LF	375	\$5.00	\$1,875.00	
26	LAW ENFORCEMENT OFFICER ALLOWANCE	LUMP	1	\$10,000.00	\$10,000.00	
27	INSPECTION FEE ALLOWANCE	LUMP	1	\$25,000.00	\$25,000.00	
28	CLEARING & GRUBBING	LUMP	1	\$11,800.00	\$11,800.00	
	TOTAL PROJECT COST			TOTAL	\$311,820.00	
	ALTERNATE BID ITEMS					
				NUMBER OF DAYS TO COMPLETE: 70		
				EARLIEST START DATE: June 8, 2020		
ALT 1	DECORATIVE LIGHT POLE COMPLETE	EACH	2	\$5,100.00	\$10,200.00	
				Total Alternate	\$322,020.00	

ORIGINATOR: JOSEPH L. GIGLIOTTI, CITY ENGINEER

SPONSOR: _____

**CITY OF MACEDONIA
RESOLUTION NO. 35 -2020**

**A RESOLUTION
AUTHORIZING THE CITY ENGINEER TO PREPARE PLANS, BIDS AND
SPECIFICATIONS AND FURTHER AUTHORIZING THE MAYOR TO ADVERTISE
FOR BIDS TO ENTER INTO CONTRACTS FOR THE HIGHLAND ROAD PAVING
PROJECT**

WHEREAS, based upon recommendation of the City’s Engineer, it has been deemed in the best interest of the health, safety and welfare of all City residents and inhabitants to re-pave the portion of Highland Road, between South Bedford Road and Empire Parkway, within the City of Macedonia; and

WHEREAS, Council therefore wishes to authorize the City Engineer to prepare plans, bids and specifications, and thereafter authorize the Mayor to advertise for bids to enter into a contract for a certain portion of Highland Road to be re-paved under the Highland Road Paving Project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Macedonia, County of Summit and State of Ohio:

Section 1. That the City Engineer is authorized and directed to prepare plans, bids and specifications and thereafter authorizes and directs the Mayor to advertise for bids regarding certain portion of Highland Road to be re-paved under the Highland Road Paving Project.

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

Section 3. This Resolution shall take effect upon adoption by council and signature of the Mayor or after the earliest period allowed by law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Amanda Trzaska, Clerk of Council

ORIGINATOR: ADMINISTRATION

SPONSOR: _____

**CITY OF MACEDONIA
ORDINANCE NO. 36 -2020**

**AN EMERGENCY ORDINANCE
AUTHORIZING THE MAYOR TO ACCEPT
NOPEC ENERGIZED COMMUNITY GRANT(S)**

WHEREAS, the City of Macedonia, Ohio (the “Municipality”) is a member of the Northeast Ohio Public Energy Council (“NOPEC”) and is eligible for one or more NOPEC Energized Community Grant(s) beginning in the year 2020 which shall be used primarily for energy efficiency or energy infrastructure projects (“NEC Grant(s)”) as provided for in the NEC Grant Program guidelines; and

WHEREAS, the City has previously executed a Grant Agreement with NOPEC to receive one or more NEC Grant(s); and

WHEREAS, the submission deadline to NOPEC in connection with such grant(s) is June 30, 2020.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Macedonia, County of Summit and State of Ohio:

Section 1. That the Council of the Municipality (the “Council”) finds and determines that it is in the best interest of the City to accept the NEC Grant(s) for 2020, and authorizes the Mayor to accept the NEC Grant funds.

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

Section 3. Wherefore, this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Amanda Trzaska, Clerk of Council

ORIGINATOR: ADMINISTRATION

SPONSOR: _____

**CITY OF MACEDONIA
ORDINANCE NO. 37 - 2020**

**AN ORDINANCE
AUTHORIZING ALL ACTIONS NECESSARY TO ESTABLISH AN OPT-IN NATURAL
GAS PROGRAM PURSUANT TO SECTION 4929.27(A)(1) OF THE OHIO REVISED
CODE JOINTLY THROUGH NOPEC AS A NOPEC MEMBER**

WHEREAS, the City of Macedonia, Ohio (“City”), has previously established, through Ordinance No. 4-2002, an “opt-out” natural gas aggregation program pursuant to R.C. § 4929.26, for its residents, businesses, and other consumers located within the City jointly through NOPEC as a NOPEC member; and

WHEREAS, to expand the natural gas supply options available to residents, businesses and other consumers within the City of Macedonia, the City wishes to establish an “opt-in” natural gas aggregation program pursuant to R.C. § 4929.27(A)(1) (the “Opt-In Natural Gas Aggregation Program”) for its residents, businesses and other consumers located within the City and, for that purpose, to act jointly with any other city, village, township, municipal corporation, county or other political subdivision of the State of Ohio, as permitted by law; and

WHEREAS, the City wishes to conduct the Opt-In Natural Gas Aggregation Program jointly through NOPEC as a NOPEC member.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Macedonia, County of Summit and State of Ohio:

Section 1. Council hereby approves and authorizes the establishment of an Opt-In Natural Gas Aggregation Program in the City jointly through NOPEC as a NOPEC member and adopts this Ordinance pursuant to the authority set forth in R.C. § 4929.27(A)(1).

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

Section 3. Wherefore, this Ordinance shall become effective upon its adoption by Council and signature of the Mayor or as otherwise be provided for in law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Amanda Trzaska, Clerk of Council

ORIGINATOR: ADMINISTRATION

SPONSOR: _____

**CITY OF MACEDONIA
ORDINANCE NO. 38 - 2020**

**AN ORDINANCE
APPROVING THE PLAN OF OPERATION AND GOVERNANCE FOR THE NOPEC
NATURAL GAS AGGREGATION PROGRAM FOR THE PURPOSE OF JOINTLY
ESTABLISHING AND IMPLEMENTING A GAS AGGREGATION PROGRAM
AS A NOPEC MEMBER**

WHEREAS, this Council previously enacted Ordinance No. 4-2002 authorizing the City of Macedonia (the “City”) to establish an “opt-out” Natural Gas Aggregation Program pursuant to R.C. § 4929.26 (the “Opt-Out Gas Aggregation Program”), for the eligible residents, businesses and other gas consumers in the City, and for that purpose, to act jointly with any other municipal corporation, city, county or other political subdivision of the State of Ohio, as permitted by law; and

WHEREAS, this Council previously enacted legislation authorizing the City to join the Northeast Ohio Public Energy Council (NOPEC), and to execute a Natural Gas Program Agreement, so that the City would be able to act jointly with other member political subdivisions and thereby maximize the potential benefits of gas deregulation through group purchasing efforts; and

WHEREAS, this Council has enacted legislation (Ordinance No. ____-2020) establishing an “opt-in” natural gas aggregation program pursuant to R.C. § 4927(A)(1) (the “Opt-In Natural Gas Aggregation Program”) for the eligible residents, business and other consumers located within the City, and to conduct the Opt-In Natural Gas Aggregation Program jointly through NOPEC as a NOPEC member; and

WHEREAS, pursuant to R.C. § 4929.27(B), upon notice published once per week for two (2) consecutive weeks prior to the first public hearing, two (2) public hearings have been scheduled and held by Council on _____, 2020 and _____, 2020 regarding the Plan of Operation and Governance for the NOPEC Opt-Out and Opt-In Natural Gas Aggregation Program (collectively, the “NOPEC Natural Gas Aggregation Program”).

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Macedonia, County of Summit and State of Ohio:

Section 1. Council finds and determines that it is in the best interest of the City, including the gas consumers located within the City, to adopt the Plan of Operation and Governance of the NOPEC Natural Gas Aggregation Program, attached hereto as Exhibit “A” and incorporated herein by reference for the purpose of establishing and implementing the NOPEC Natural Gas Aggregation Program in the City.

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

Section 3. Wherefore, this Ordinance shall become effective upon its adoption by Council and signature of the Mayor or as otherwise be provided for in law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Amanda Trzaska, Clerk of Council

Northeast Ohio Public Energy Council
NATURAL GAS AGGREGATION PROGRAM
PLAN OF OPERATION & GOVERNANCE
For Member Communities

REVISED 01/2020

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Purpose of the Plan of Operation and Governance

This Natural Gas Aggregation Program Plan of Operation and Governance (“Natural Gas Plan”) has been prepared by the Northeast Ohio Public Energy Council (“NOPEC”) on behalf of its member communities in compliance with Ohio law regarding government aggregation of natural gas customers (the “Natural Gas Aggregation Program”). The Natural Gas Plan contains information on the structure, governance, operations, management, funding, and policies of the Natural Gas Aggregation Program to be utilized for participating customers in member communities.

NOPEC’s purpose in preparing this Natural Gas Plan is to describe the uniform approach to a customer Natural Gas Aggregation Program undertaken by its member communities. Through NOPEC, the member communities seek to represent customer interests in competitive markets for natural gas. NOPEC seeks to aggregate customers to negotiate the best rates available for the supply and distribution of natural gas and to advance customer protection for all eligible residents, schools, churches, businesses and industries, and governmental entities. NOPEC acts as agent for its member communities and oversees managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect customers and the natural gas distribution utility.

NOPEC’s Natural Gas Program includes an “opt-out” Natural Gas Aggregation Program (“Opt-Out Program”) and an “opt-in” Natural Gas Aggregation Program (“Opt-In Program”).

Combining customer interests of the NOPEC member communities increases leverage, resources, and buying power of participating customers in member communities. Under the Opt-Out Program and Opt-In Program, participation is voluntary for each individual customer in a member community. Under the Opt-Out Program, any individual customer will have the opportunity to decline service provided through the Natural Gas Aggregation Program and choose any natural gas supplier they wish at the outset of the program and every two years thereafter. Under the Opt-In Program, customers may individually enroll in the program by providing their prior consent. New member communities shall have the opportunity to join NOPEC.

The Opt-Out Natural Gas Plan was adopted after public hearings were held in accordance with Section 4929.26(C) of the Ohio Revised Code. The Opt-In Natural Gas Plan was adopted after public hearings were held in accordance with Section 4929.27(B) of the Ohio Revised Code.

1. Overview

1.1. Ohio Law

Ohio law enacted in 2001 allows for competitive purchase of retail natural gas supply. Section 4929.26 of the Ohio Revised Code (“R.C.”) allows municipalities, townships, and/or counties to develop governmental natural gas aggregation programs providing options for customers in those communities to join together and utilize their combined purchasing power to competitively acquire firm all-requirements retail natural gas supply. Communities undertaking development of this option are known as “government aggregators”. The law allows communities

acting as government aggregators to join together and combine their resources for development and implementation of a Natural Gas Aggregation Program.

The law contains several requirements for government aggregators. One general requirement is to develop a plan of operation and governance for the Natural Gas Aggregation Program. The plan of operation and governance is subject to approval and certification by the Public Utilities Commission of Ohio (“PUCO”). The Natural Gas Plan describes the Natural Gas Aggregation Program to be utilized for participating customers in NOPEC communities.

1.2. Description of the Natural Gas Aggregation Program

The Natural Gas Aggregation Program involves the acquisition of competitive retail natural gas supply. Distribution services (metering, billing, maintenance of the gas transmission and distribution system) will continue as the function of the local distribution company. The local distribution company shall also be the “provider of last resort” for customers not participating in the Natural Gas Aggregation Program who have no other competitive supplier. The NOPEC Natural Gas Aggregation Program has an “Opt-Out” Program and an “Opt-In” Program, both of which require authorization of communities and their constituents in a public process. In the Opt-Out Program, all eligible customers will be included in the Natural Gas Aggregation Program unless they choose to “opt-out” as described in section 2.4.1 of this Natural Gas Plan. In the “Opt-In” Program, the customer’s prior consent is required and they must “opt-in” to the Opt-In Program.

The Natural Gas Aggregation Program has been undertaken at two levels. At the local level, communities wishing to be government aggregators have authorized the opt-out Natural Gas Aggregation Program in a public process as required by law and outlined below in Section 1.3 of the Natural Gas Plan. At the regional level, communities wishing to proceed jointly with a Natural Gas Aggregation Program have formed NOPEC as a regional council of governments under Chapter 167 of the Ohio Revised Code, which the communities have authorized to perform as their agent for development and implementation of the Natural Gas Aggregation Program. The operations of the Natural Gas Aggregation Program are described in Section 2 of the Natural Gas Plan, and the governance of the program is described in Section 3 of the Natural Gas Plan.

1.3. Steps Required by the Law

The process of establishing government aggregation involves a multi-step public process undertaken by the member communities or jointly through NOPEC on their behalf:

1.3.1. Local legislative body passes ordinance(s) or resolution(s) authorizing Natural Gas Aggregation Program for customers;

1.3.2. For the Opt-Out Program, the ordinance or resolution must authorize the local board of elections to submit the question of whether to aggregate to the electors at a special election on the day of the next primary or general election, and be submitted to the local Board of Elections not less than 90 days before the day of the special election;

1.3.3. For the Opt-Out Program, the ordinance or resolution authorizing opt-out aggregation is placed before voters at a special election, or in a referendum petition; approval of a majority of electors voting on the ordinance or resolution is required; or if by petition, signatures of not less than ten percent of the total number of electors in the respective community who voted for the office of Governor in the preceding general election;

1.3.4. Develop a plan of operation and governance and submit the plan of operation and governance to the PUCO for certification;

1.3.5. Publish notice of public hearing on the plan of operation and governance once a week for two consecutive weeks before the first public hearing on the plan of operation and governance (providing a summary of the plan of operation and governance and the date, time, and location of each hearing);

1.3.6. Hold two public hearings on the initial plan of operation and governance;

1.3.7. Adopt plan of operation and governance;

1.3.8. For the Opt-Out Program, notify eligible customers of automatic enrollment and opt-out period prior to service under the Natural Gas Aggregation Program (notification is to state the rates, charges, and other terms and conditions of enrollment);

1.3.9. For the Opt-Out Program, any enrolled customer participating in the Opt-Out Natural Gas Aggregation Program will have the opportunity to opt-out of the Natural Gas Aggregation Program every two years, without paying a switching fee.

1.3.10. Customers may individually enroll in the Opt-In Program by providing their prior consent.

1.4. Practical Steps and Requirements of the Competitive Market

Practical steps and requirements of acquiring natural gas supply in the competitive market include the following activities to be undertaken by NOPEC acting as agent for member communities, and the contracted NOPEC Natural Gas Aggregation Program supplier(s) (the "Supplier(s)"):

1.4.1. Proposals submitted by Suppliers and negotiations undertaken with Suppliers by NOPEC and legal and technical advisors;

1.4.2. NOPEC selection of Supplier(s) and execution of Supply Contract(s);

1.4.3. For the Opt-Out Program, acquisition of electronic list of eligible customers in member communities from the natural gas distribution utility;

1.4.4. For the Opt-Out Program, notification of opt-out process undertaken by NOPEC and selected Supplier(s) via U.S. mail and utilizing electronic customer list addresses;

1.4.5. For the Opt-Out Program, electronic customer list revised by NOPEC Supplier(s) who remove responding opt-out customers from the list;

1.4.6. For the Opt-Out Program, revised electronic customer list transmitted back to the natural gas distribution utility for customer transfer;

1.4.7. For the Opt-Out Program, the natural gas distribution utility completes administrative transfer of participating customers (via revised electronic list) to NOPEC Supplier(s);

1.4.8. Firm all-requirements retail natural gas supply service initiated to participating customers based on terms and conditions of Supply Contract(s);

1.4.9. NOPEC and legal and technical advisors monitor contract for compliance;

1.4.10. NOPEC acts to protect interests of participating customers in member communities.

2. Description of Natural Gas Aggregation Program Goals and Operation

2.1. Natural Gas Aggregation Program Goals

The NOPEC member community goals for the Natural Gas Aggregation Program are stated below. These goals guide the decisions of the NOPEC Assembly and Board of Directors:

- To provide an option for aggregation of all eligible customers on a non-discriminatory basis;
- To allow those eligible customers who choose not to participate to opt-out of the Opt-Out Program or not enroll in the Opt-In Program;
- To acquire the best market rate available for natural gas supply;
- To provide customer education and enhance customer protection and options for service under contract provisions;
- To provide managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect customers and the natural gas distribution utility;
- To improve quality and reliability of service;
- To utilize and encourage demand-side management and other forms of energy efficiency through contract provisions and organizational policies;
- To advance specific community goals that may be selected from time to time;
- To provide full public accountability to customers, and;

- To utilize local government powers and authorities to achieve these goals.

2.2. Natural Gas Aggregation Program Operations

The Natural Gas Aggregation Program is designed to reduce the amount participating customers pay for natural gas, and to gain other favorable economic and non-economic terms in service contracts, including financial guarantees to protect customers and the distribution utility. NOPEC shall seek fixed and/or variable energy prices for each class of customers that may be lower than the comparable price available from the local distribution company or other suppliers. Large commercial and industrial customers, due to the varying characteristics of their gas consumption, may receive individual prices from the selected Supplier(s).

As agent for its members, NOPEC does not buy and resell natural gas, but represents customer interests as a master purchasing agent to set the terms for natural gas supply and service from a competitive Supplier(s). Through a negotiation process, NOPEC develops a contract with a competitive Supplier for firm, all-requirements retail natural gas supply service. The contract is expected to be for a fixed term. NOPEC may contract with one or more Suppliers to meet the needs of participating customers in member communities.

2.3. Natural Gas Aggregation Program Funding

NOPEC offers member communities the opportunity to gain market leverage, share resources, and reduce administrative and other costs for developing; implementing and providing oversight for the Natural Gas Aggregation Program. Funding for these activities is anticipated to be provided by the selected Supplier(s) with an appropriate per mcf (or ccf) NOPEC administrative fee, depending on the unit that is used by the gas distribution company that serves the customer, to cover costs of the Natural Gas Aggregation Program. Such funds will be collected by the Supplier(s) and paid to NOPEC. In the event additional funding for NOPEC is required, each NOPEC member may be assessed an annual fee pursuant to the agreement establishing NOPEC. The funding will be utilized for all Natural Gas Aggregation Program operations.

2.4. Consumer Participation in the Opt-Out Program

An “eligible customer” shall be a customer that is eligible to participate in a governmental aggregation in accordance with R.C. 4929.26 and R.C. 4929.27 and Rule 4901:1-28-01 of the Ohio Administrative Code. Persons ineligible for opt-out governmental aggregation include:

- A person that is both a distribution service customer and a mercantile customer at the start of the service to the governmental aggregation;
- A mercantile customer that becomes a distribution service customer after the start of service to the governmental aggregation;
- A person under contract with a retail natural gas supplier in effect on the effective date of the ordinance or resolution authorizing opt-out aggregation; and

- A person already being supplied with natural gas commodity sales service as part of another governmental aggregation.

For the Opt-Out Program, eligible customers shall be notified of the Natural Gas Aggregation Program and terms and conditions of participation prior to initiation of services and be provided an opportunity to “opt-out” at no cost during a 21 day period specified in the terms and conditions of the Supply Contract(s). During this 21 day opt-out period, customers may choose another competing supplier, or receive service from their local distribution company. Participating customers will be given the opportunity every two years after the initiation of service to opt-out. Participating customers who choose to opt-out of the Natural Gas Aggregation Program after the initial 21 day period, but prior to the next two-year opt-out opportunity, may face an exit charge which will be described in the opt-out notification.

Consumers who move to a NOPEC member community (including those who move from another NOPEC member community), and are considered by the local distribution company to be new eligible gas customers, may participate in the Natural Gas Aggregation Program at the existing price and terms offered for that customer class, or other terms specified under the Supply Contract. For the Opt-Out Program, such new gas customer can also choose to opt-out of the Natural Gas Aggregation Program at no charge during the initial 21 day period after the relocation and at subsequent opt-out periods every two years.

New member communities may also join the NOPEC Natural Gas Aggregation Program under prices and terms contained in an existing Supply Contract, however such prices may be higher than for those communities which have joined at the outset of the contract.

2.4.1. Notification of Consumers

For the Opt-Out Program, prior to initiation of service, all eligible customers shall be notified of the opt-out terms. The process of notification shall be as follows:

- (1) a separate mailing;
- (2) newspaper notices;
- (3) public service announcements; and
- (4) posting of prominent notice in the local government office building in each member community.

For the Opt-Out Program, prior to enrollment, the notification shall be mailed in a timely manner for receipt by customers prior to their start-of-service day. The opt-out period shall be 21 days from the notice’s postmarked date (or, if none, the mailing date). The notification shall include:

- 1) A summary of the actions that NOPEC took to authorize the Natural Gas Aggregation Plan.

- 2) A description of the services that NOPEC will provide under the Natural Gas Aggregation Plan.
- 3) Disclosure of the price that NOPEC will charge customers for competitive retail natural gas service.
- 4) An itemized list and explanation of all fees and charges that are not incorporated into the rates and that the governmental aggregator will charge the customer for participating in the aggregation, including any applicable switching fees or early termination penalties.
- 5) Disclosure of the dates covered by the aggregation, including an estimated service commencement date and notice that the customer may opt-out of the aggregation at least every two years without penalty.
- 6) Disclosure of credit and/or deposit requirements, if any.
- 7) Disclosure of limitations or conditions on customer acceptance into the aggregation, if any.
- 8) A description of the opt-out process and statement that the opt-out period will last for 21 days from the date of the postmark on the written notice;
- 9) A local or toll-free telephone number that customers can call with questions regarding the formation or operation of the aggregation, including associated calling hours;
- 10) Language on the front cover of the envelope or postcard stating: "Important natural gas aggregation information;" and
- 11) A consumer-friendly form to check of sign, and return within 21 days to indicate a decision to opt-out of the Aggregation Program.

Consumers who do not return the opt-out form shall be automatically included in the Opt-Out Program.

2.4.2. Activation of Customer Service in a Member Community

For the Opt-Out Program, the process of activation is an administrative function with four parts: 1) Data preparation: On an electronic list consistent with Electronic Data Interface protocols, the natural gas distribution utility will identify all eligible customers in the member community; 2) Data verification: To the extent needed, if not inherent in data preparation, the natural gas distribution utility shall check customer meter numbers and other codes to verify proper eligible customer identification; 3) List Adjustment: Following the opt-out process, the selected Supplier(s) shall remove all customers who choose to opt-out from the electronic customer list; and 4) Automatic Enrollment: The revised electronic customer list shall be transmitted back to the natural gas distribution utility for customer transfer to the selected Supplier(s).

For the Opt-Out Program, eligible customers on all billing cycles will be enrolled with the selected Supplier(s) consistent with the beginning of a new billing cycle. Service under the selected Supplier(s) shall begin at the start of the billing period following transfer. Service starts that do not match the billing cycle may be requested by a customer, but may incur additional charges from the local distribution company.

2.4.3. New Individual Customers

For the Opt-Out Program, eligible customers who relocate to a NOPEC member community shall be included in the Natural Gas Aggregation Program, subject to their opportunity to opt-out. New customers shall be informed of this opt-out opportunity by the natural gas distribution utility when they sign-up for new service. The natural gas distribution utility shall notify the selected Supplier(s) of the new request for service, and the selected Supplier(s) shall provide standard opt-out notification materials to the new customer.

2.4.3.1. Eligible customers who relocate within NOPEC and are not assigned a new account number by the incumbent natural gas company shall maintain the rate that the customer was charged at the previous location or, if the rate at the new location is higher than the customer's previous location, the customer shall have the right to opt-out of the aggregation without penalty.

2.4.3.2. An eligible customer who had previously opted out of the aggregation may subsequently be permitted to join the National Gas Aggregation under prices and terms contained in an existing Supply Contract, however such prices may be higher than for those customers who have joined at the outset of the contract.

2.4.4. Customer Switching Fee

For the Opt-Out Program, the selected Supplier(s) shall be responsible for payment of any customer switching fee imposed by the incumbent natural gas distribution utility.

2.4.5. Individual Customer Termination of Participation

For the Opt-Out Program, in addition to the opportunity to opt-out of the Natural Gas Aggregation Program prior to start up of service, an individual customer will be given an opportunity to opt-out at no charge every two years after start up of service. Consumers who move from a member community will have no penalties or exit fees. However, an individual customer who chooses to opt-out during the period between start-up and the two year opportunity to opt-out may be required to pay an exit fee.

2.5. Consumer Participation in the Opt-In Program

An “eligible customer” shall be a customer that is eligible to participate in the Opt-In Program in accordance with R.C. 4929.27 of the Ohio Administrative Code. Persons ineligible for opt-in governmental aggregation include:

- A person under contract with a retail natural gas supplier in effect on the effective date of the ordinance or resolution authorizing opt-in aggregation; and
- A person already being supplied with natural gas commodity sales service as part of another governmental aggregation.

In obtaining customers’ prior consent to join the Opt-In Program, NOPEC will follow the PUCO’s then-applicable rules for marketing, soliciting, and enrolling individual customers to service contracts that comply with the rules for contract disclosure.

2.5.1 Customer Switching Fee

For the Opt-In Program, the selected Supplier(s) shall be responsible for payment of any customer switching fee imposed by the incumbent natural gas distribution utility.

2.5.2 Individual Customer Termination of Participation

For the Opt-In Program, consumers who move from a member community will have no penalties or exit fees. However, an individual customer who chooses to leave the Opt-In Program prior to its expiration date may be required to pay an exit fee.

2.6. New Member Communities

New member communities may also join the NOPEC Natural Gas Aggregation Program under prices and terms contained in an existing Supply Contract, however such prices may be higher than for those communities which have joined at the outset of the contract.

2.7. Service Termination by Supplier

Consistent with the requirements of Ohio law and the regulations of the PUCO, termination of service may take place for non-payment of bills. Customers whose natural gas supply is terminated by a selected Supplier will receive natural gas supply from their local distribution company, unless the local distribution company has also met state requirements to terminate service. Customers may be considered for re-enrollment in the Natural Gas Aggregation Program once they have met the requirements of law and are current on bill payment.

2.8. Termination of the NOPEC Member Natural Gas Aggregation Program

The NOPEC Natural Gas Aggregation Program may be terminated for participating customers in two ways:

- 1) Upon the termination or expiration of the natural gas supply contract for all member communities without any extension, renewal, or subsequent supply contract being negotiated; or
- 2) At the decision of an individual member community to withdraw from its membership in NOPEC.

In any event of termination, each individual customer receiving natural gas supply services under the Natural Gas Aggregation Program will receive notification of termination of the program ninety (90) days prior to such termination. Customers who are terminated from the Natural Gas Aggregation Program shall receive natural gas supply from the local distribution company unless they choose an alternative supplier.

NOPEC shall utilize appropriate processes for entering, modifying, enforcing, and terminating agreements pertinent to the Natural Gas Aggregation Program consistent with the requirements of local ordinances or resolutions, state and federal law. Other agreements shall be entered, modified, or terminated in compliance with law and according to the express provisions of any negotiated agreements.

2.9. Customer Care

2.9.1. Universal Access

“Universal access” is a term derived from the traditional regulated utility environment in which all customers desiring service receive that service. For the purpose of the NOPEC Natural Gas Aggregation Program, this will mean that all eligible customers within the borders of a member community, and all new eligible customers in a member community, shall be eligible for service from the contracted supplier under the terms and conditions of the Supply Contract.

2.9.2. Rates

Under PUCO orders, the local distribution company assigns the customer classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, and other applicable charges. Although NOPEC may participate in regulatory proceedings and represent the interests of customers regarding these regulated rates, it will not assign or alter existing customer classifications without the approval of the PUCO.

The focus of the NOPEC Natural Gas Aggregation Program, as noted above, will be acquisition of competitive prices and terms for natural gas supply. The prices will be set through a contract negotiation process, and will be indicated on the customer bill as the “natural gas supply charge”. The natural gas supply charge for each customer class, or any customer grouping by load factor or other appropriate pricing category, is expected to be competitive with the local gas utility’s and other suppliers’ natural gas commodity rate(s). All Supplier charges to the customer will be fully and prominently disclosed under the notification process.

2.9.3. Costs To Consumers

Consumer bills will reflect all charges for the administrative costs of the Natural Gas Aggregation Program, if applicable. As noted in section 2.3, the program is expected to be funded by a per mcf (or ccf) administrative fee, depending on the unit that is used by the gas distribution company that serves the customer. The fee will be provided by the Supplier(s) to NOPEC. This charge will cover program costs for any necessary technical or legal assistance for the Natural Gas Aggregation Program.

Additional charges may be levied by the selected Supplier(s), the local distribution company, and PUCO-approved local distribution tariffs.

2.9.4. Consumer Protections

Regarding all issues of customer protection (including provisions relating to slamming and blocking), NOPEC will ensure that the selected Supplier(s) complies with all statutes, rules and regulations currently in place and as may be amended from time to time. NOPEC will provide ongoing customer education in member communities through public service announcements, posting of information, media press releases, advertising, and direct mailing depending upon the subject and appropriate venue. NOPEC will also assist member communities with all required notifications, information, and public hearings.

2.9.4.1. Contract Disclosure

NOPEC will ensure that customers are provided with adequate, accurate and understandable pricing and terms and conditions of service, including any switching fees, opt-out opportunities, including the conditions under which a customer may rescind a contract without penalty.

2.9.4.2. Billing and Service Assistance

The selected Supplier(s) shall utilize the billing services of the local distribution company to render timely billings to each participating customer. Separate bills from the selected Supplier(s) and the local distribution company may also be requested for large commercial and industrial customers, but such separate bills may incur an additional charge from the selected Supplier(s).

All bills at a minimum shall include the following information: (1) price and total billing units for the billing period and historical annual usage; (2) to the maximum extent practicable, separate listing of each service component to enable a customer to recalculate its bill for accuracy; (3) identification of the supplier of each service; (4) statement of where and how payment may be made and (5) a toll-free or local customer assistance and complaint number for the Supplier, as well as a customer assistance telephone numbers for state agencies, such as the PUCO, and the Office of the Consumers' Counsel, with the available hours noted.

Credit, deposit, and collection processes concerning billing will remain the sole responsibility of the selected Supplier(s) and the local distribution company as provided by state law. Under no circumstances shall NOPEC have any responsibility for payment of any bills.

Unless otherwise specified in the Supply Contract, all billing shall be based on the meter readings generated by meters of the distribution company at the customer facilities. Consumer bills shall be rendered monthly. Customers are required to remit and comply with the payment terms of the natural gas distribution utility and/or the Supplier(s). Billing may take place through the distribution company at the Supplier's option. In the event that necessary billing data is not received from the distribution company in time to prepare monthly bills, the Supplier reserves the right to issue a bill based on an estimate of the participating customer's usage for that billing period. Any over-charge or under-charge will be accounted for in the next billing period for which actual meter data is available.

2.9.4.3. Standard Terms and Conditions Pertaining to Individual Account Service

The following customer protection provisions are anticipated to be contained in a Supply Contract.

A. Title: Title to and risk of loss with respect to the natural gas will transfer from Supplier(s) to participating customers at the point-of-sale which is the customer side of the meter.

B. Initiation of Supply Service: Natural Gas deliveries pursuant to the Supply Contract will begin on the first meter reading date following the scheduled initiation of service date for each rate class or customer group, or individual customer as described in the Supply Contract, or as soon as necessary arrangements can be made with the distribution company thereafter and will end on the last meter reading date prior to the expiration date. The Supplier has the right to request a "special" meter reading by the distribution company to initiate energy delivery and agrees to accept all costs (if any) for such meter reading. The participating customer also has such a right, and similarly would bear the costs (if any) of such special meter reading.

C. Standard Limitation of Liability: Recognizing that natural gas provided under the Supply Contract shall be ultimately delivered by the distribution company, to the extent permitted by law, the Supplier shall not be liable for any damage to a participating customer's equipment or facilities, or any economic losses, resulting directly or indirectly from any service interruption, discontinuance of service, irregular service or similar problems beyond the Supplier's reasonable control. To the extent permitted by law, except as expressly stated in the Supply Contract, the Supplier will make no representation or warranty, express or implied (including warranty of merchantability or of fitness for a particular purpose), with respect to the provision of services and natural gas.

D. Service Reliability and Related Supplier Obligations: Given the increasing interest in and need for high levels of reliability, the Supply Contract will help assure that participating customers in NOPEC member communities receive natural gas supply with reliability equal to that of firm customers of the distribution company. The Supplier is providing metered natural gas commodity services, and participating customers must rely upon the distribution company for

ultimate delivery of gas. However, within the scope of natural gas supplier obligations, the Supplier shall take or adopt all reasonable steps or measures to avoid any unnecessary service interruptions, curtailments of natural gas supply, and any other interference or disruption of natural gas supply to the Point-of-Delivery. In addition to language to be included in the Supply Contract, NOPEC will help to assure reliability through participation in proceedings related to the natural gas distribution utility's regulated and distribution services and through direct discussions with the natural gas distribution utility concerning specific or general problems related to quality and reliability of distribution service.

E: Marketing and Solicitation Limitations: Participating customers will be protected from unwanted marketing solicitations by: (a) a prohibition that the selected Supplier(s) may not sell or exchange the customer's name/address/or other identifying information to third parties without NOPEC's prior written consent; (b) an opportunity for each participating customer to check off a box rejecting additional mail solicitations from the Supplier (if the solicitation is via U S mail or other printed means) or an opportunity to request removal from a telephone solicitation list.

2.9.4.4. Protection of Consumers and Risk Associated with Competitive Market

In a competitive market, it is possible that the failure of a natural gas supplier to deliver service may result in the need for customers to acquire alternative natural gas supply, or for customers to receive gas at market prices. NOPEC will seek to minimize this risk by recommending only reputable Suppliers which demonstrate financial strength and the highest probability of reliable service. NOPEC also intends to include provisions in its contract with selected Supplier(s) that will protect customers against risks or problems with natural gas supply service.

2.9.4.5. Resolution of Consumer Complaints

It is important that customer complaints be directed to the proper party. The selected Supplier(s) shall ensure that each participating customer receives a printed copy of a toll-free number to call regarding service problems or billing questions. The Supplier shall refer reliability, repair, or service interruption, and billing issues to the local distribution company. The Supplier shall handle all complaints in accordance with applicable laws and regulations. Problems regarding the selected Supplier(s) can be directed to NOPEC or the PUCO. Customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.PUCO.ohio.gov. Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org. Customers may also visit NOPEC's web site at www.nopecinfo.org. As noted below, NOPEC will continue to monitor the selected Supplier(s) for compliance with customer protection provisions in the Supply Contract and timely resolution of customer problems.

2.9.4.6. Periodic Reports on Consumer Complaints

NOPEC shall act to monitor and enforce customer protection provisions included in the Supply Contract. At the request of NOPEC, the selected Supplier(s) shall provide a periodic

summary of the number and types of customer service issues and complaints that arose to date, and the status of resolution of those issues and complaints. If such reports indicate problems in the selected Supplier's service, NOPEC will pursue timely remedial action, or consider the Supplier in breach of Supply Contract terms.

2.9.4.7. Modifications to NOPEC's Plan

All material modifications to this Plan shall be approved by majority vote of the NOPEC Board of Directors and ratified by a majority vote of the NOPEC Assembly. By adopting this Plan, NOPEC member communities agree that future modifications to the Plan resulting from changes in law or regulations may be made by NOPEC without further action by the Assembly or Board of Directors.

2.10. Rights and Responsibilities of Program Participants

2.10.1. Rights

All Natural Gas Aggregation Program participants shall enjoy the protections of customer law as they currently exist or as they may be amended from time to time. Under protocols developed by the PUCO, problems related to billing or service shall be directed to the appropriate parties: the distribution utility or the selected Supplier(s).

2.10.2. Responsibilities

All Natural Gas Aggregation Program participants shall meet all standards and responsibilities required by the PUCO, including timely payment of billings and access to essential metering and other equipment to carry out utility operations.

2.10.2.1. Taxes

The selected Supplier(s) shall include on the participating customer's bill and remit to the appropriate authority all sales, gross receipts, or excise or similar taxes imposed with respect to the consumption of natural gas. Participating customers shall be responsible for all taxes (except for taxes on the Supplier's income). Participating customers shall be responsible for identifying and requesting any applicable exemption from the collection of any tax by providing appropriate documentation to the Supplier.

3. Organizational Structure and Governance of the Natural Gas Aggregation Program

3.1. Description of Organization and Management of Natural Gas Aggregation Program

Each NOPEC member community has one representative on the NOPEC Assembly, which serves as the legislative body for the organization. Assembly members from each county represented in the membership of NOPEC elect a member to the Board of Directors.

NOPEC acts as agent for member communities to establish the Natural Gas Aggregation Program in accordance with law and to provide managerial, technical, and financial resources to acquire service and financial guarantees sufficient to protect customers and the electric distribution utility. NOPEC has developed a firmly based organization and employed legal and technical assistance from experienced and highly reputable firms to undertake service acquisition.

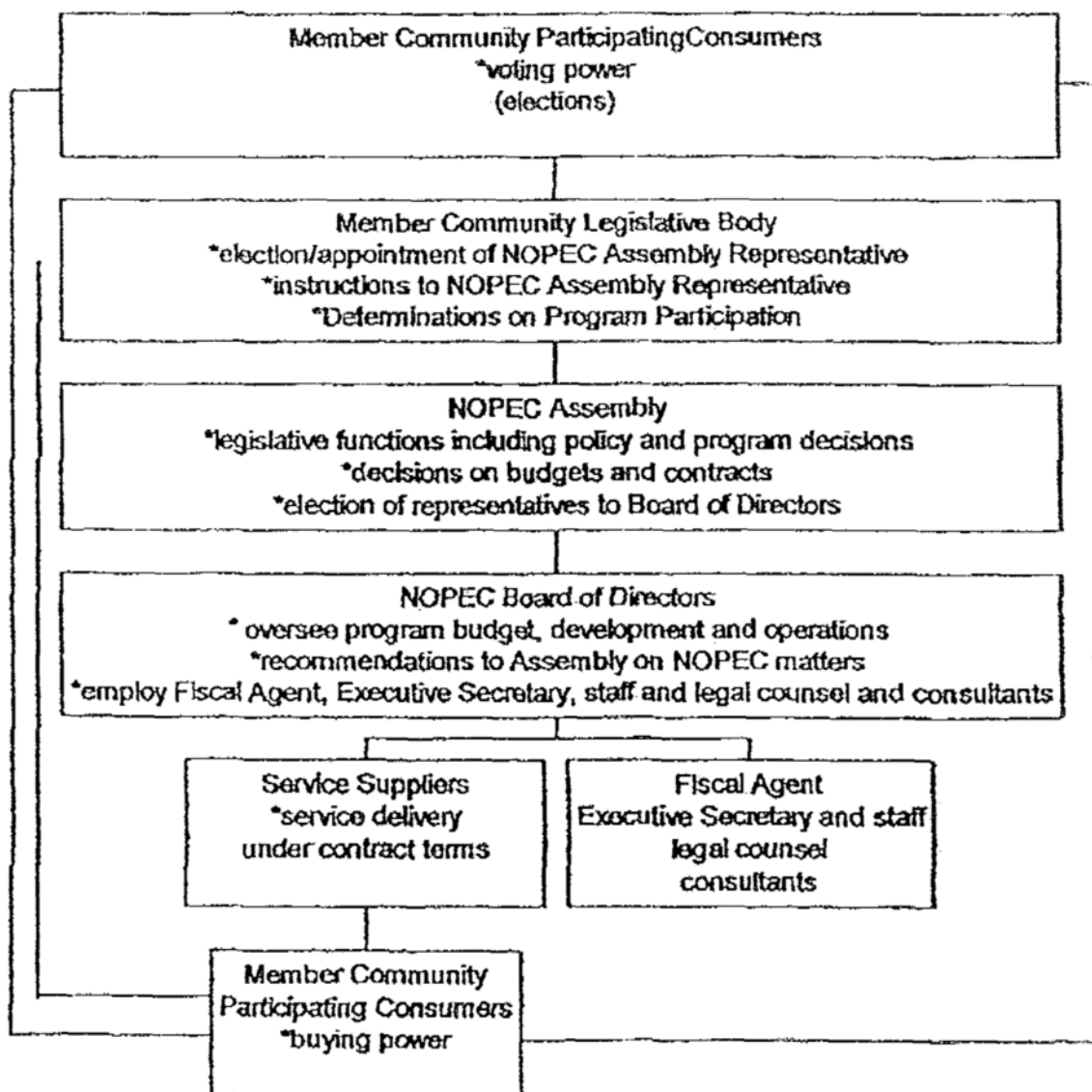
NOPEC's legal counsel, Bricker & Eckler LLP, handles the legal needs of energy producers, energy customers in both the public and the private sector, as well as new energy marketers, providing legal services ranging from representation in regulatory proceedings, to negotiating new contractual relationships, to handling the acquisition, disposition and financing of energy businesses and facilities. Bricker & Eckler LLP has advised numerous Ohio political subdivisions in connection with the deregulation of energy markets in Ohio, and developed particular expertise in issues facing governmental aggregators..

The Board of Directors of NOPEC oversees the implementation and operation of the Natural Gas Aggregation Program consistent with the provisions of the Ohio Revised Code and the Bylaws of the NOPEC organization. The Board of Directors, with the approval of the Assembly, may also develop additional programs for members. The organization may employ a Fiscal Agent and Executive Director and staff, if such are determined to be necessary by the Board, and sufficient budget has been provided.

3.2. Outline of Structure

The following chart represents the organizational structure for the NOPEC Natural Gas Aggregation Program as indicated in the organizational chart. The function of each level is described below.

NOPEC Member Natural Gas Aggregation Program Organizational Structure



3.3. Description of Program Organizational Structure

3.4. Member Community Participating Customers

Consumers can influence their respective community and its functions. They can elect candidates to local legislative boards who may take positions regarding the government Natural Gas Aggregation Program. They can express their views to their local elected officials. They can participate in local and state meetings and hearings regarding issues related to the member community's Natural Gas Aggregation Program.

3.5. Member Community Legislative Body

Local officials may act on program and policy issues. They may individually choose to participate in additional programs of NOPEC, or terminate the community's participation in NOPEC. In addition, they may provide instructions to their representative on the NOPEC Assembly regarding specific policy or program decisions. They may also raise issues directed to them by customers for the NOPEC Assembly and Board to address.

3.6. NOPEC Assembly

The NOPEC Assembly acts as the legislative body of NOPEC including decisions on policy, budget, and other matters directed to it by the Board of Directors.

3.7. NOPEC Board of Directors

The NOPEC Board of Directors oversees the implementation and operation of all aspects of the Natural Gas Aggregation Program. The Board of Directors provides recommendations regarding contracts, the budget and other matters to the Assembly. It approves purchases of equipment, facilities, or services within the approved budget and employs and provides instruction to the Fiscal Agent, Executive Secretary, staff, legal counsel and consultants.

3.8. Fiscal Agent, Executive Director and Staff, Legal Counsel and Consultants

The Fiscal Agent, Executive Director and staff, legal counsel and consultants act upon the instructions of the Board of Directors to carry out development and implementation of programs, contract monitoring, and reporting on program status.

3.9. Service Supplier(s)

Service suppliers contract with NOPEC to provide retail natural gas supply to participating customers in member communities, or other specified services. Contractors report to NOPEC and carry out services in adherence to contract provisions.

3.10. Member Community Participating Consumers

Participating customers in member communities will benefit from the market leverage of the group, and the professional representation and customer protections provided under the negotiated service contracts. Individual customers may opt-out of participation and may also bring issues before their local legislative body.

ORIGINATOR: ADMINISTRATION

SPONSOR: _____

**CITY OF MACEDONIA
RESOLUTION NO. 39-2020**

**AN EMERGENCY RESOLUTION
AMENDING RESOLUTION NO. 21-2020 RELATIVE TO THE RENEWAL OF AN
EXISTING 5.07 MILL TAX LEVY**

WHEREAS, it is necessary and in the best interest of the health, safety and welfare of the City and its residents to amend Resolution No. 21-2020 relative to the renewal of an existing 5.07 Mill Tax Levy.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Macedonia, County of Summit, State of Ohio, that:

Section 1. That Section 1 of Resolution No. 21-2020 is hereby and shall be deemed amended as follows:

Section 1. This Council hereby finds, determines and declares that the amount of taxes which may be raised within the ten-mill limitation by levies on the current tax duplicate will be insufficient to provide an adequate amount for the necessary requirements of the City, that it is therefore necessary to renew an existing 5.07 mill ad valorem property tax outside of the ten-mill limitation for the purpose of current expenses for a period of five years, said tax to be levied upon the entire territory of the subdivision, located entirely within Summit County, and that it intends to submit the question of the renewal of that levy to all the electors of the City at a special election on November 3, 2020, as authorized by Sections 5705.19(A) and 5705.191 of the Revised Code. If approved, that 5.07 mill tax would be first levied in tax year 2020, for first collection in calendar year 2021.

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

Section 3. Wherefore, this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, convenience and welfare of the City of Macedonia and the inhabitants thereof, for the reason that it provides for the daily operation of municipal departments, and provided it receives the affirmative vote of four (4) or more of the members elected or appointed to this Council, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Amanda Trzaska, Clerk of Council

ORIGINATOR: ADMINISTRATION

SPONSOR: _____

**CITY OF MACEDONIA
ORDINANCE NO. 40 -2020**

**AN ORDINANCE
AMENDING SECTION 1163.02 OF THE CODIFIED ORDINANCES OF THE CITY OF
MACEDONIA RELATIVE TO RESIDENCE DISTRICTS**

WHEREAS, it is necessary and in the best interest of the health, safety and welfare of all City residents to amend Section 1163.02 of the Codified Ordinances of the City of Macedonia relative to residence districts.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Macedonia, County of Summit and State of Ohio:

Section 1. That Section 1163.02(h) of the Codified Ordinances of the City of Macedonia shall be amended to read as set forth in the document attached hereto and incorporated by reference as Exhibit "A."

Section 2. That the remainder of the Codified Ordinances of the City of Macedonia shall not be amended unless inconsistent with this Ordinance.

Section 3. The Clerk of Council is authorized and directed to forward a certified copy of this Ordinance to the Codifier of the City of Macedonia.

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

Section 5. Wherefore, this Ordinance shall become effective upon its adoption by Council and signature of the Mayor or as otherwise be provided for in law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Amanda Trzaska, Clerk of Council

(h) Accessory Use Regulations. Accessory uses, buildings, and structures

permitted in this district shall conform to the following standards:

(1) Detached accessory buildings shall be located in a rear yard and shall comply with the side and rear yard requirements for buildings as specified in Section 1163.02(d) Side and Rear Yards.

(2) ~~A maximum of two detached accessory buildings shall be permitted on a lot.~~ A maximum of one detached private garage with a maximum area not exceeding 600 square feet shall be permitted on a lot.

(3) ~~The maximum area of a detached private garage shall not exceed 600 square feet and the maximum area of any other accessory building shall not exceed 144 square feet.~~ A maximum of one other accessory building with a maximum area not exceeding 288 square feet shall be permitted on a lot, except two accessory buildings shall be permitted if the combined square footage does not exceed 288 square feet.

(4) The maximum ground coverage of all accessory buildings shall not exceed ten percent (10%) of the rear yard. The maximum ground coverage for all accessory buildings and structures combined shall not exceed thirty-five percent (35%) of the rear yard. The Planning Commission may approve maximum ground coverage of accessory uses in excess of thirty-five percent (35%) as a conditional use pursuant to Section 1137.04.

(5) Accessory buildings shall be constructed on and permanently fastened to a concrete slab and/or appropriate trench perimeter footings as approved by the Building and Zoning Inspector, not including structures 144 square feet or less.

(6) The maximum height of accessory buildings and structures shall be fifteen feet or the height of the main building, whichever is less and shall not be greater than one story.

(7) A detached accessory private garage shall have a pitched roof with a slope not less than 3:12.
