



City of Parma Heights  
Council Meeting  
6281 Pearl Road  
Tuesday, November 12, 2024  
7 :00 PM

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**ACTION ON MINUTES: OCTOBER 28, 2024 – CITY COUNCIL MEETING**

**REPORTS FROM MAYOR AND DIRECTORS**

**COMMUNICATIONS: PLANNING COMMISSION UPDATE – COUNCILMAN HAASE**

**PUBLIC SESSION**

**LEGISLATION:**

Third Reading

1. **ORDINANCE NO. 2024 – 77**  
AN ORDINANCE TO APPROVE THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES; TO PROVIDE FOR THE ADOPTION OF NEW MATTER IN THE UPDATED AND REVISED CODIFIED ORDINANCES; TO PROVIDE FOR THE PUBLICATION OF SUCH NEW MATTER; TO REPEAL ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH; AND DECLARING AN EMERGENCY.

Second Reading

2. **ORDINANCE NO. 2024 – 79**  
AN ORDINANCE AMENDING SECTION 909.01 ENTITLED “ADOPTION BY REFERENCE” WITHIN THE MASTER STREET TREE PLAN CHAPTER OF THE PARMA HEIGHTS CODIFIED ORDINANCES, UPDATING THE CITY’S MASTER STREET TREE PLAN, AND DECLARING AN EMERGENCY

First Reading

3. **ORDINANCE NO. 2024 - 65**  
AN ORDINANCE AMENDING CHAPTER 1189 ENTITLED “~~REGISTRATION REQUIRED COMMUNITY RESIDENTIAL FACILITIES~~” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AS AMENDED
4. **ORDINANCE NO. 2024 - 66**  
AN ORDINANCE AMENDING CHAPTER 1191 ENTITLED “TYPE B FAMILY DAY-CARE HOMES” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AS AMENDED
5. **ORDINANCE NO. 2024 – 81**  
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, AND DECLARING AN EMERGENCY

6. **ORDINANCE NO. 2024 – 82**  
**AN ORDINANCE APPROVING THE PLAN OF OPERATION AND GOVERNANCE FOR THE NOPEC OPT-IN GAS AGGREGATION PROGRAM FOR THE PURPOSE OF JOINTLY ESTABLISHING AND IMPLEMENTING AN OPT-IN GAS AGGREGATION PROGRAM AS A NOPEC MEMBER, AND DECLARING AN EMERGENCY**
7. **ORDINANCE NO. 2024 - 83**  
**AN ORDINANCE AMENDING AND ENACTING CHAPTER 743 OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS, ENTITLED, “FROZEN DESSERT PEDDLERS” TO PROVIDE FOR A REVISED CHAPTER OF THE BUSINESS REGULATION CODE**
8. **ORDINANCE NO. 2024 – 84**  
**AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT FOR TECHNOLOGY SERVICES AND CYBER RISK MANAGEMENT WITH SIMVAY LLC, AND DECLARING AN EMERGENCY**
9. **RESOLUTION NO. 2024 – 85**  
**A RESOLUTION GRANTING A CONDITIONAL USE PERMIT, WITH CONDITIONS, PURSUANT TO CHAPTER 1135 OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS TO PERMIT THE BUSINESS KNOWN AS HOLLYWOOD STAR NAILS TO ALLOW FOR PERMANENT COSMETIC SERVICES, AND DECLARING AN EMERGENCY**
10. **ORDINANCE NO. 2024 – 86**  
**AN ORDINANCE TO ESTABLISH APPROPRIATIONS FOR THE CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF PARMA HEIGHTS, OHIO DURING THE PERIOD OF JANUARY 1, 2025 TO AND INCLUDING DECEMBER 31, 2025, AND DECLARING AN EMERGENCY**

**ADJOURNMENT**

**ORDINANCE NO. 2024 - 65**

**AN ORDINANCE AMENDING CHAPTER 1189 ENTITLED “~~REGISTRATION~~ REQUIRED COMMUNITY RESIDENTIAL FACILITIES” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AS AMENDED**

**WHEREAS**, the Director of Public Service and Chief Building Official are recommending that Chapter 1189 of the Parma Heights Codified Ordinances be amended; and

**WHEREAS**, the Planning Commission met, conducted a public hearing, considered, and recommended the adoption of this amended Ordinance in order to regulate Community Residential Facilities within the City of Parma Heights, Ohio; and

**WHEREAS**, pursuant to the Parma Heights Codified Ordinances, this Council has conducted a public hearing regarding this amended Ordinance; and

**WHEREAS**, this Council desires to adopt the recommendation of the Administration and the Planning Commission.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Parma Heights, County of Cuyahoga, and State of Ohio:

Section 1: That Chapter 1189 of the Codified Ordinances as it previously existed is amended, and as amended, shall henceforth read as shown by edits set forth in Exhibit “A”, which is attached hereto and incorporated by reference.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3: That this Ordinance shall take effect and be in force from and after the earliest date provided for by law.

PASSED: \_\_\_\_\_ PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL APPROVED

FILED WITH  
THE MAYOR: \_\_\_\_\_ MAYOR MARIE GALLO

# **EXHIBIT A**

## CHAPTER 1189

### Community Residential Facilities

1189.01 Purposes.

1189.02 Definitions.

1189.03 Conditions for establishment.

1189.04 Registration required.

1189.05 Change of use.

1189.06 Revocation or termination of approval.

#### CROSS REFERENCES

Adult foster care facilities - see Ohio R.C. 5103.30 et seq.

Type B family day-care homes - see P. & Z. Ch. 1191

Regional Dwelling House Code - see BLDG. Ch. 1301

#### 1189.01 PURPOSES.

The guidelines of this chapter were adopted for the purpose of evaluating applicants for special use permits relative to community residential facilities.

(Ord. 1986-56. Passed 10-27-86.)

#### 1189.02 DEFINITIONS.

As used in this chapter:

(a) "Community residential facility" means a dwelling unit that has been licensed or certified under the laws of the State or Federal government, in which dwelling unit live three or more people who need and receive personal assistance and/or supervision in order to live successfully in the community. "Community residential facility" includes, but is not limited to, homes licensed by the Ohio Department of Developmental Disabilities ~~State Departments of Mental Health, Mental Retardation and Developmental Disabilities~~, and the Ohio Department of Health, and Human Services and the U.S. Department of Veterans Affairs ~~Federal Veterans Administration~~.

(b) "Family home" means a community residential facility in which at least three but not more than eight people who need personal assistance and/or supervision live, and which otherwise qualifies as a single-family dwelling under these Codified Ordinances.

(c) "Group home" means a community residential facility in which at least nine but not more than nineteen people who need personal assistance and/ or supervision live, and which otherwise qualifies as a multifamily dwelling under these Codified Ordinances.

(Ord 1986-56. Passed 10-27-86.)

#### 1189.03 CONDITIONS FOR ESTABLISHMENT.

The ~~Department of Public Safety Planning Commission~~ may permit a community residential facility in the appropriate zoning district, provided that:

(a) No community residential facility may be located within a one-quarter mile radius of any existing community residential facility.

(b) The facility has registered with the Director of Public ~~Safety Service~~ prior to the beginning of operation and annually thereafter, provides a copy of its current license or certificate and states the maximum number of residents of the facility.

(c) The facility has provided assurances that persons in the following categories shall not be admitted as residents:

(1) Persons discharged within the last ten years from a penal or correctional facility, or from the custody of the Ohio Department of Youth Services;

(2) Persons under probation, parole or conditional release during the time of residence;

(3) Persons discharged from any facility after being found incompetent to stand trial or not guilty by reason of insanity;

(4) Persons being treated for drug abuse or primarily for alcohol abuse; or

(5) Persons who cannot function adequately in a community setting and/ or who constitute a reasonably foreseeable danger to the community.

(Ord. 1986-56. Passed 10-27-86.)

#### 1189.04 REGISTRATION REQUIRED.

(a) All community residential facilities shall register with the Director of Public ~~Safety Service~~ prior to beginning operation and annually thereafter.

(b) All community residential facilities must meet all licensing and certification requirements of the City and of the appropriate State or County certifying agencies.

Certification and licensing documentation must be provided to the Department of Public Safety prior to beginning operation and annually thereafter. Registration must be done by January 1 annually with the Department of Public Safety.

~~(b)~~ (c) In order to register as a community residential facility, the operator or the operator's designee shall:

- (1) Provide a copy of all its current, valid licenses or certificates to operate the facility pursuant to the Ohio Revised Code and other applicable laws;
- (2) Provide a copy of its certificate of a continuing policy of general liability insurance in an amount of at least one million dollars which includes coverage for individuals' losses due to theft or property damage, as required by the Ohio Revised Code, the Ohio Administrative Code, and other applicable laws;
- (3) State the location of the facility;
- (4) State the maximum number of residents of the facility; and
- (5) Pay a registration fee of ~~one~~ two hundred dollars (~~\$100.00~~ \$200.00). Such registration fee may be waived for not-for-profit operators.

~~(c)~~(d) All community residential facilities which are in operation on the effective date of this chapter (Ordinance 1986-56, passed October 27, 1986) shall be permitted following registration, regardless of the distance between facilities.

(e) The operator or the operator's designee must immediately provide written updates to the City regarding any changes to the information included in the registration for the community residential facility.

(Ord. 1986-56. Passed 10-27-86.)

#### 1189.05 CHANGE OF USE.

Occupancy as a Community Residential Facility ~~family home~~ shall not be considered as a change of use in a building which has been used for residential purposes immediately prior to use as a Community Residential Facility ~~family home~~.

(Ord. 1986-56. Passed 10-27-86.)

#### 1189.06 REVOCATION OR TERMINATION OF APPROVAL.

The Director of Public Safety Service may revoke or terminate any previously granted approval of a community residential facility where, upon the basis of evidence presented, after notice and hearing, he or she determines that there has been noncompliance with the conditions of approval and regulations set forth in this chapter or that there has been noncompliance with City, State and/or Federal codes.

Any approval of the community residential facility, as provided in this chapter, shall be automatically revoked or terminated upon the revocation or termination of any license, approval or certificate by any County, State or Federal agency.

(Ord. 1986-56. Passed 10-27-86.)

**ORDINANCE NO. 2024 - 66**

**AN ORDINANCE AMENDING CHAPTER 1191 ENTITLED “TYPE B FAMILY DAY-CARE HOMES” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AS AMENDED**

**WHEREAS**, the Director of Public Service and Chief Building Official are recommending that Chapter 1191 of the Parma Heights Codified Ordinances be amended; and

**WHEREAS**, the Planning Commission met, conducted a public hearing, considered, and recommended the adoption of this amended Ordinance in order to regulate Type B Family Day-Care Homes within the City of Parma Heights, Ohio; and

**WHEREAS**, pursuant to the Parma Heights Codified Ordinances, this Council has conducted a public hearing regarding this amended Ordinance; and

**WHEREAS**, this Council desires to adopt the recommendation of the Administration and the Planning Commission.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Parma Heights, County of Cuyahoga, and State of Ohio:

Section 1: That Chapter 1191 of the Codified Ordinances as it previously existed is amended, and as amended, shall henceforth read as shown by edits set forth in Exhibit “A”, which is attached hereto and incorporated by reference.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3: That this Ordinance shall take effect and be in force from and after the earliest date provided for by law.

PASSED: \_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL APPROVED

FILED WITH  
THE MAYOR: \_\_\_\_\_  
MAYOR MARIE GALLO

# **EXHIBIT A**

## CHAPTER 1191

### Type B Family Day-Care Homes

- 1191.01 Purposes.
- 1191.02 Definitions. ~~Type B family day-care home defined.~~
- 1191.03 Conditions for establishment.
- 1191.04 Registration required.
- 1191.05 Change of use.
- 1191.06 Renewal of Certificate of Registration.
- 1191.07~~6~~ Revocation or termination of approval.
- 1191.08~~7~~ Hours of operation.
- 1191.09 Inspections and compliance.
- 1191.99 Penalty.

#### CROSS REFERENCES

- Child day care - see Ohio R.C. Ch. 5104
- Minors generally - see GEN. OFF. Ch. 630
- Child stealing - see GEN. OFF. 636.07
- Criminal child enticement - see GEN. OFF. 636.075
- Nonsupport of minors - see GEN. OFF. 636.10, 636.11
- Corruption of minors - see GEN. OFF. 666.02

#### 1191.01 PURPOSES.

The purpose of this Chapter is to establish standards for the registration of Type B Family Day-Care Homes located in the City of Parma Heights, Ohio. ~~The guidelines of this chapter were adopted for the purpose of evaluating applicants for special use permits relative to Type B family day-care homes.~~

(Ord. 1987-41. Passed 9-14-87.)

#### 1191.02 DEFINITIONS. ~~TYPE B FAMILY DAY CARE HOME DEFINED.~~

As used in this chapter:

(a) “Administrator” means the person responsible for the daily operation of a Type B Family Day-Care Homes. The Administrator and the Owner may be the same person.

(b) “Child care” means all of the following:

(1) Administering to the needs of infants, toddlers, preschool-age children, and school-age children outside of school hours;

(2) By persons other than their parents, guardians, or custodians;

(3) For any part of the twenty-four-hour day;

(4) In a place other than a child’s own home, except that an in-home aide provides child care in the child’s own home; and

(5) By a provider required by Chapter 5104 of the Ohio Revised Code to be licensed or approved by the Ohio Department of Job and Family Services, certified by the Cuyahoga County Department of Job and Family Services, or under contract with the department to provide publicly funded child care as described in Section 5104.32 of the Ohio Revised Code, or operating an unlicensed Type B Family Day-Care Home.

(c) “Child-care staff member” means an employee of a Type B Family Day-Care Home who is primarily responsible for the care and supervision of children. The Administrator may also be a part-time child-care staff member when not involved in other duties.

(d) “Owner” means a person or individual, corporation, business trust, estate, trust, partnership, association, or government entity that owns the Type B Family Day-Care Home.

(e) “Type B Family Day-Care Home” means a permanent residence of the provider in which child care is provided for one (1) to six (6) children at one time and in which no more than three (3) children are under two (2) years of age at one time. In counting children for the purposes of this division, any children under six (6) years of age who are related to the provider and who are on the premises of the Type B Family Day-Care Homes shall be counted.

~~—As used in this chapter, “Type B family day care home” means a permanent residence of the provider in which child day care or child day care services are provided for one to six children at one time, and in which not more than three children may be under two years of age at one time. In counting children, for the purpose of this section, children under six years of age who are related to the provider, and who are on the premises of the Type B home, shall be counted. A Type B family day care home does not include a residence in which the needs of children are being administered to, if all of the children whose needs are being administered to are siblings of the same immediate family and the residence is the home of the siblings.~~

(Ord 1987-41. Passed 9-14-87.)

#### 1191.03 CONDITIONS FOR ESTABLISHMENT.

The Director of Public Safety Service may permit a Type B family day-care home in the appropriate zoning district, provided that:

(a) No Type B family day-care home is located within a 500-foot radius of any existing Type B family day-care home.

(b) The Type B family day-care home has registered with the Director of Public Safety Service prior to the beginning of operation and annually thereafter, provides a copy of its current license or certificate and states the number of children and ages of such children in the Type B family day-care home.

(Ord. 1987-56. Passed 12-28-87.)

#### 1191.04 REGISTRATION REQUIRED.

(a) All Type B Family Day-Care Homes located in the City shall be registered with the City by the Owner. Registration of each Home Daycare shall be made on a separate form provided by the City and shall include the following information and documentation:

(1) Day-Care Home. Name, address, and phone number of the Day-Care Home.

(2) Owner. Name, address, phone number, email address, date of birth of the Owner of the Home Daycare, and if the Day-Care Home Owner is a corporation or business, the name, address, phone number, email address, and date of birth of the Day-Care Home Owner's agent.

(3) Property Owner. Name, address, phone number, email address, date of birth of the property owner where the Home Daycare is located, and if the property owner is a corporation or business, the name, address, phone number, email address, and date of birth of the property owner's agent. The Property Owner must also submit an affidavit of identification and authority on a form provided by the City.

(4) Administrator. Name, address, phone number, email address, date of birth of the Administrator of the Home Daycare.

(5) Proof of a valid registration with the Ohio Secretary of State for the Day-Care Home, if applicable.

(6) Proof of a valid registration with the Ohio Secretary of State of the property owner where the Day-Care Home is located, if the owner is a business or corporation.

(7) Copy of the current, valid license to operate the Day-Care Home pursuant to the Ohio Revised Code and other applicable laws.

(8) If the Day-Care Home or its Owner is leasing the property where the Day-Care Home is located, a copy of the lease agreement including written consent from the property owner to operate the Home Daycare.

(9) Statement of certification that the information being provided is true and accurate.

(10) Written letter of consent from the property owner for the operation of the Day-Care Home if the property owner is different from the Owner.

(b) The registration fee for each Day-Care Home is nonrefundable and shall be one hundred dollars (\$100.00) for each Type B Family Day-Care Home.

(c) The Owner or Administrator of the Day-Care Home must immediately provide written updates to the City regarding any changes to the information included in the registration for the Day-Care Home and further provide written notice to the City of the following events within the stated deadlines:

(1) Closure of the Day-Care Home within thirty (30) days of closing.

(2) Violation of license requirements within seven (7) days of receiving notice from the County or other overseeing entity.

(d) Upon completion of the registration form and payment of the registration fee, the City shall issue to the registrant a Certificate of Registration as proof of registration. Certificates of Registration shall be non-transferrable and state the following: the date of issuance; address of the Day-Care Home and name; the name(s) of the Owner of the property where the Day-Care Home is located, if different from the Owner of the Day-Care Home; and indicate that it is a Type B Family Day-Care Home.

(e) The Owner of the Type B Family Day-Care Home at the time of the adoption of this Section shall have ninety (90) days from the effective date of this Chapter to comply with the registration provisions contained in this Chapter.

(f) A Certificate of Registration issued under this Chapter shall be valid for a period of no more than twelve (12) months from the date issued unless the Certificate becomes void due to violations of any provisions of this Chapter or the Day-Care Home Owner's written notice to the City requesting revocation of the Certificate.

(g) An Ohio Bureau of Criminal Identification and Investigation Civilian Criminal History Check must be completed and submitted to the Department of Public Safety before a license can be issued.

~~(a) All Type B family day care homes shall register with the Director of Public Service prior to beginning operation and annually thereafter.~~

~~(b) In order to register as a Type B family day care home, the provider shall:~~

~~(1) Provide a copy of his or her current license or certificate;~~

~~(2) State the location of the home;~~

- ~~(3) State the number of children being provided for in the home;~~
- ~~(4) Pay a registration fee of twenty dollars (\$20.00); and~~
- ~~(5) Make the home available for inspection upon twenty-four hours notice by the Director of Public Service.~~

(g e) All Type B family day-care homes which are in operation on the effective date of this chapter (Ordinance 1987-41, passed September 14, 1987) shall be permitted, following registration, regardless of the distance between such homes.

(Ord. 1987-41. Passed 9-14-87.)

#### 1191.05 CHANGE OF USE.

Occupancy as a Type B family day-care home shall not be considered as a change of use in a building which has been used for residential purposes immediately prior to use as a Type B family day-care home.

(Ord. 1987-41. Passed 9-14-87.)

#### 1191.06 RENEWAL OF CERTIFICATE OF REGISTRATION

(a) Each Certificate of Registration for Type B Family Day-Care Homes shall be renewed annually by January 1 and subject to the same requirements as the initial registration pursuant to Section 1191.04.

(b) The renewal fee for each Day-Care Home is nonrefundable and shall be one hundred dollars (\$100.00) for each Type B Family Day-Care Home.

(c) Upon completion of the renewal and payment of the renewal fee, the City shall issue to the registrant a Certificate of Registration as proof of registration. Certificates of Registration shall be non-transferable and state the following: the date of issuance; address of the Day-Care Home and name; the name(s) of the Owner of the property where the Day-Care Home is located, if different from the Owner of the Day-Care Home; and indicate that it is a Type B Family Day-Care Home.

#### 1191.07~~6~~ REVOCATION OR TERMINATION OF APPROVAL.

The Director of Public ~~Safety Service~~ may revoke or terminate any previously granted approval of a Type B family day-care home where, upon the basis of evidence presented, after notice and hearing, he or she determines that there has been noncompliance with the conditions of approval and regulations set forth in this chapter, or that there has been noncompliance with City, State and/or Federal codes.

Any approval of the Type B family day-care home, as provided in this chapter, shall be automatically revoked or terminated upon the revocation or termination of any license, approval or certificate by any County, State or Federal agency.

(Ord. 1987-41. Passed 9-14-87.)

#### 1191.087 HOURS OF OPERATION.

A Type B family day-care home shall be permitted to remain open for child day care and child day-care services between the hours of 6:30 a.m. and 7:30 p.m.

(Ord. 1995-3. Passed 2-13-95.)

#### 1191.09 INSPECTIONS AND COMPLIANCE.

(a) Inspections.

(b) Compliance. The Owner, or his or her designee, of each Type B Family Day-Care Home shall file, and maintain with the Department of Public Safety, proof of current licensing, certification or other approval of every public agency charged with its regulation.

#### 1191.99 PENALTY.

Whoever violates or fails to comply with any of the provisions of this chapter is guilty of a misdemeanor of the third degree and shall be fined not more than five hundred dollars (\$500.00) or imprisoned not more than sixty days, or both.

(Ord. 1987-41. Passed 9-14-87.)

**ORDINANCE NO. 2024 – 81**

**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, AND DECLARING AN EMERGENCY**

**WHEREAS**, the City of Parma Heights, Ohio ("City"), has previously established an "opt-out" natural gas aggregation program pursuant to Section 4929.26 of the Ohio Revised Code, 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 Parma Heights, the City wishes to establish an "opt-in" natural gas aggregation program pursuant to Section 4929.27(A)(1) of the Ohio Revised Code (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, 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 Parma Heights, County of Cuyahoga and State of Ohio:

Section 1: This 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 contained in Section 4929.27(A)(1) of the Ohio Revised Code.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3: This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare of the City, and for the further reason that this Ordinance is required to be immediately effective in order to maximize the potential benefits of gas deregulation through the NOPEC Opt-In Gas Aggregation Program of NOPEC, as provided herein; wherefore, this Ordinance shall be in full force and effect immediately upon its adoption and approval by the City.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
APPROVED

FILED WITH  
THE MAYOR: \_\_\_\_\_

\_\_\_\_\_  
MAYOR MARIE GALLO

**ORDINANCE NO. 2024 – 82**

**AN ORDINANCE APPROVING THE PLAN OF OPERATION AND GOVERNANCE FOR THE NOPEC OPT-IN GAS AGGREGATION PROGRAM FOR THE PURPOSE OF JOINTLY ESTABLISHING AND IMPLEMENTING AN OPT-IN GAS AGGREGATION PROGRAM AS A NOPEC MEMBER, AND DECLARING AN EMERGENCY**

**WHEREAS**, this Council previously enacted legislation authorizing the City of Parma Heights to establish an “opt-out” Gas Aggregation Program pursuant to Section 4929.26 of the Ohio Revised Code, for 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), to execute a Natural Gas Program Agreement and adopt the NOPEC Gas Aggregation Program Plan of Operation and Governance, 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**, pursuant to Section 4929.27(B) of the Ohio Revised Code, two (2) public hearings have been held on the Plan of Operation and Governance for the NOPEC Opt-In Natural Gas Aggregation Program.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1: That this Council hereby adopts the Plan of Operation and Governance of the NOPEC Opt-In Natural Gas Aggregation Program, attached hereto as Exhibit “A” and incorporated by reference as if fully rewritten, for the purpose of establishing and implementing the NOPEC Opt-In Natural Gas Aggregation Program in the City of Parma Heights.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3: This Ordinance is declared to be an emergency measure necessary for the public peace, health, and safety of the Municipality, and for the further reason that this Ordinance is required to be immediately effective in order to maximize the potential benefits of gas deregulation through the NOPEC Opt-In Natural Gas Aggregation Program of NOPEC, as provided herein; wherefore, this Ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
APPROVED

FILED WITH  
THE MAYOR: \_\_\_\_\_

\_\_\_\_\_  
MAYOR MARIE GALLO

**EXHIBIT A**

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 on-going 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](http://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](http://www.pickocc.org). Customers may also visit NOPEC's web site at [www.nopecinfo.org](http://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.

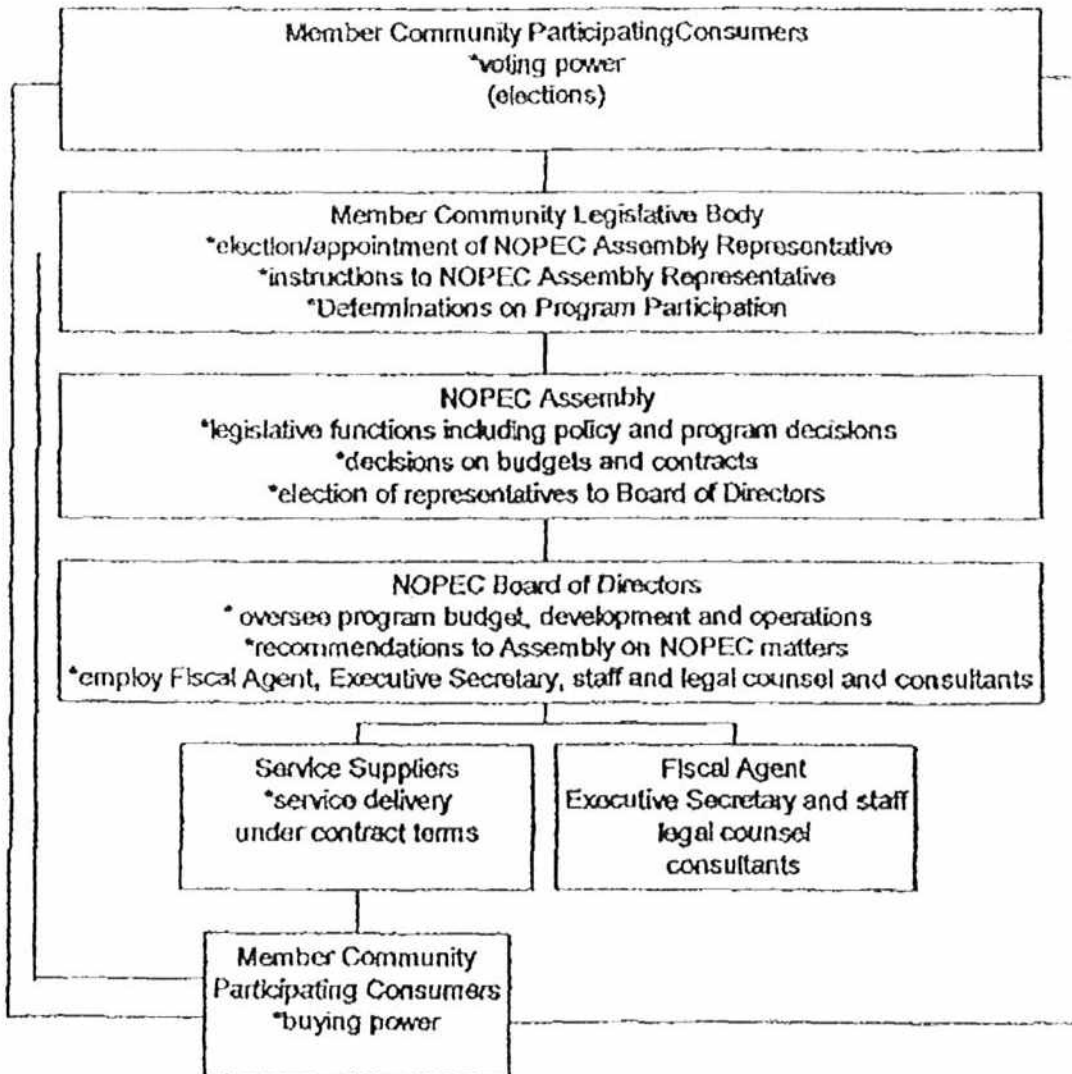
NOPEC's legal counsel, Bricker & Eckler LLP, handles the legal needs of energy producers, energy customers in both the public and the private sector, as well as new energy marketers, providing legal services ranging from representation in regulatory proceedings, to negotiating new contractual relationships, 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.

**ORDINANCE NO. 2024 - 83**

**AN ORDINANCE AMENDING AND ENACTING CHAPTER 743 OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS, ENTITLED, "FROZEN DESSERT PEDDLERS" TO PROVIDE FOR A REVISED CHAPTER OF THE BUSINESS REGULATION CODE**

**WHEREAS**, the Council Safety Committee is recommending that Chapter 743 of the Parma Heights Codified Ordinances be revised, enacting a Chapter regulating frozen dessert peddlers; and

**WHEREAS**, it is the desire of this Council to adopt the recommendation of its Safety Committee.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Parma Heights, County of Cuyahoga, and State of Ohio:

Section 1: That this Council does hereby revise and enact Chapter 743 of the Parma Heights Codified Ordinances, entitled, "Frozen Dessert Peddlers" of the Business Regulation Code, which reads in its entirety as set forth in Exhibit "A", and which is attached to this Ordinance and incorporated by reference as if fully rewritten herein.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 3: That this Ordinance shall take effect and be in force from and after the earliest date provided for by law.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
APPROVED

FILED WITH  
THE MAYOR: \_\_\_\_\_

\_\_\_\_\_  
MAYOR MARIE GALLO

# **EXHIBIT A**

## CHAPTER 743

### Frozen Dessert Peddlers Ice Cream Vendors

743.01 Definitions.

743.02 Enforcement.

743.03 Requirements and regulations of peddlers.

743.04 Vehicle requirements.

743.05 Prohibited places of sale.

743.06 Restrictions.

743.07 Nuisance conditions.

743.08 Noise-producing devices.

743.99 Penalty.

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### CROSS REFERENCES

Definitions - see Ohio R.C. 3717.51

State license required - see Ohio R.C. 3717.52

Labeling and misrepresentation - see Ohio R.C. 3717.54

Peddlers, solicitors and canvassers - see BUS. REG. Ch. 767

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### 743.01 DEFINITIONS.

As used in this chapter:

(a) "Frozen desserts" includes ice cream, frozen custard, water ices, sherbet, imitation ice cream and any and all other similar frozen desserts.

(b) "Mobile frozen dessert truck" means every motor vehicle in which ice cream, popsicles, ice sherbets, or frozen desserts of any kind are carried for the purposes of retail sale on the City's streets.

(c) "Operator" means every person, firm, or corporation who or which owns, leases, contracts, or in another other fashion permits a person to operate upon the City's streets any ice cream truck for the purpose of selling frozen desserts.

(d) "Peddler" and "to peddle" mean the sale by a person moving from place to place while making, or attempting to make, the sale of frozen desserts from a vehicle or container. Each such movement, after having made a sale, shall be in a forward direction a distance of not less than twenty-five feet, and such moves shall be made at intervals of not more than five minutes, unless the peddler is actively and continuously engaged in the making of sales for a longer period of time.

#### 743.02 ENFORCEMENT.

The enforcement of any of the provisions of this chapter shall be the responsibility of the Director of Public Safety and/or the Police Division or any duly authorized agent or employee of either.

#### 743.03 REQUIREMENTS AND REGULATIONS OF PEDDLERS.

- (a) Any person desiring to operate a mobile frozen dessert truck shall make an application to the Department of Public Safety for and obtain an annual Mobile Frozen Dessert Vendor License prior to operating in the City. Such person shall submit a complete application on the form provided by the Safety Department, which shall include all of the following:
- (1) Name, present residential address and business address, and telephone number of the operator of the frozen dessert truck;
  - (2) The name, address, and telephone number of the business entity that owns or furnishes the frozen dessert truck or franchise to operate such truck under the business' name; if the applicant is self-employed, the applicant shall so state;
  - (3) The make, model, year, and current registration number of the vehicle(s) used by the operator;
  - (4) A copy of the operator's valid driver's license;
  - (5) Two (2) photographs of the applicant operator of appropriate size (2" x 2"), one of which shall be attached at all times to the license, and the other for the City's records;
  - (6) A copy of the operator's Mobile Food License issued by the Cuyahoga County Board of Health or another authorized Health Department;
  - (7) Proof of insurance as required in this Section;

- (8) Submission to fingerprinting by the Department of Public Safety for the City's files and of the purpose of determining the criminal record, if any, of the applicant **or any employee**, or other background check acceptable to the City;
- (9) Such other information as may be reasonably required by the Department of Public Safety and Department of Public Service.
- (b) The applicant shall submit a fee for the License of forty dollars (\$40.00) per year.
- (c) A license shall be promptly issued after submission of a complete application, the fee, and the required background check, unless it is determined by the Department of Public Safety that the applicant has willfully misrepresented their identity or intention, or has violated any provision of this Chapter, or has been convicted of any felony or misdemeanor involving force, violence, moral turpitude, any sex crime law, or driving while under the influence of drugs or alcohol or operating a vehicle while intoxicated.
- (d) The Mobile Frozen Dessert Truck License shall be valid for the calendar year in which it was issued. The License may be revoked or suspended at any time by the Chief of Police or the Director of Public Safety, or an authorized representative, should the person to whom it is issued be found to have willfully misrepresented their identity or intention, or has violated any provision of this Chapter, or has been found to have been guilty of two or more offenses under Section 743.99, or has been convicted of any felony or misdemeanor involving force, violence, moral turpitude, any sex crime law, or driving while under the influence of drugs or alcohol or operating a vehicle while intoxicated.
- (e) The operator of a Mobile Frozen Dessert Truck shall maintain a valid Mobile Food License issued by the Cuyahoga County Board of Health or another authorized Health Department while operating within the City. The license shall at all times be clearly displayed on the vehicle during times of operation.
- (f) The operator of a Mobile Frozen Dessert Truck shall maintain general liability insurance and automobile insurance covering the vehicle, business operation, and any property or bodily injury that may result from their operation within the City at an amount of \$1,000,000. The operator shall provide the City with a Certificate of Insurance at the time of application for a license. Licensed operators shall maintain and carry proof of insurance at all times while operating within the City. Failure to carry or maintain the required insurance shall result in a denial of the application for or revocation of the license.
- (g) There shall be two (2) operators in the mobile frozen dessert truck at all times during operation. One shall be the seller and one shall be the driver.
- (h) All persons employed as peddlers shall:
- (1) Be at least eighteen years of age;
  - (2) Be regular employees of the person selling the frozen desserts;

(3) Wear clean, washable outer garments or uniforms disclosing the name of their employer thereon;

(4) Maintain themselves in a clean and personable condition and free from contagious disease;

(5) Carry all personal credentials on their persons at all times, including a valid Ohio driver's license and proof of insurance;

(6) Display an approved City permit in each vehicle;

(7) Make payment of two hundred and fifty dollars (\$250.00) per vehicle on an annual basis from January 1 through December 31, effective January 1, 2025;

#### 743.04 VEHICLE REQUIREMENTS.

A Mobile Frozen Dessert Truck operating in the City shall maintain the following equipment in good working order:

- (a) A sign saying "SLOW" or similar as approved by the Department of Public Safety that is attached to the left side of the truck which shall be extended out from the side of the truck while it is parked for sales;
- (b) A convex mirror mounted on the front so that the driver in the driver's normal seating position can see the area in front of the truck obscured by the hood;
- (c) A device capable of emitting a sound audible under normal conditions from a distance of not less than two hundred (200) feet when the vehicle is backing up;
- (d) Two six-inch or larger flashing amber lights in front and on top of the vehicle(s);
- (e) Two six-inch or larger flashing amber lights in the rear and on top of the vehicle(s);
- (f) A stop signal arm that can be extended horizontally from the left side of the vehicle(s) duplicating the design and size of a standard thirty-inch octagonal stop sign, as set forth in the State Manual of Uniform Traffic Control Devices. This arm shall be red and white in color and shall contain two alternately flashing lights three to five inches in diameter at the top and bottom thereof, visible at three hundred feet to the front and rear in normal sunlight upon a straight level street. The lights shall be red. The bottom of the signal arm shall be forty-two inches above the roadway.
- (g) A display on at least two sides thereof, in letters not less than two inches high, the name of the product or products, the manufacturer thereof and the name of the employer;
- (h) The vehicle(s) shall have an operable security camera both inside and outside the vehicle(s) in working order at all times, and have the ability to retain the camera footage for a thirty-day period at minimum; and

- (i) The vehicle(s) shall be of commercial metal construction, properly insulated and at all times kept and maintained in good repair and well painted, and in a clean and sanitary condition within and out.

#### 743.05 PROHIBITED PLACES OF SALE.

No peddler of frozen desserts shall sell, attempt to sell or offer for sale any of their wares or ring chimes or bells:

- (a) Within 100 feet of any street intersection;
- (b) Within 1,000 feet of any schoolyard, play school ground or public playground during the hours when a regular or summer or play school is in session or for a period of one-half hour after the closing hour of such regular, summer or play school;
- (c) Within 1,000 feet of any church or place of worship during the period when any service is being held therein; or
- (d) Before 11:00 a.m. or after 8:00 p.m. daily.

#### 743.06 RESTRICTIONS.

- (a) A person shall sell only when the vehicle is lawfully stopped.
- (b) A person shall sell only from the side of the vehicle away from moving traffic and as near as possible to the curb or side of the street.
- (c) A person shall not sell to another person standing in the roadway.

#### 743.07 NUISANCE CONDITIONS.

The following actions by a vendor of frozen desserts in the City are hereby declared to be nuisances and are prohibited, but this enumeration shall not be deemed to be exclusive:

- (a) Frequent and repeated canvassing or soliciting for the sale of frozen desserts in any area or upon any street by representatives of the same organization;
- (b) Failure to keep and maintain the vehicles and the containers used for the sale of frozen desserts in this City in a clean and sanitary condition at all times;
- (c) The sale of frozen desserts by a peddler who has a communicable disease;
- (d) The sale of frozen desserts to any person under the age of twelve years who has crossed the street to the peddler's vehicle unless under the supervision of a police officer, a parent or an adult in charge of such minor;

(e) The failure to maintain a lookout for children under twelve years on the opposite side of the street from the place where the vendor's vehicle stops, and to instruct them against crossing without supervision in order to purchase a frozen dessert;

(f) The failure to supervise any person under twelve years of age who has crossed the street to purchase a frozen dessert when such person thereafter attempts to recross the street; and

(g) The departure of the vendor's vehicle from the place where a sale is made before any person under twelve years of age who has made a purchase or who has attempted to make a purchase has reached a place of safety.

#### 743.08 NOISE-PRODUCING DEVICES.

No peddler of frozen desserts shall use any noise-producing device other than a soft chime, the limit of audibility of which shall be 100 feet from the source of such sounds, nor shall any peddler commit any breach of the peace soliciting the sale of their products.

#### 743.99 PENALTY.

Whoever violates or fails to comply with any provision of this Chapter is guilty of a misdemeanor of the third degree. Whoever is convicted of two or more violations or fails to comply with any provision of this Chapter is guilty of a misdemeanor of the second degree. A separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues.

**ORDINANCE NO. 2024 – 84**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT FOR TECHNOLOGY SERVICES AND CYBER RISK MANAGEMENT WITH SIMVAY LLC, AND DECLARING AN EMERGENCY**

**WHEREAS**, the Administration has determined the need for and recommends technology services and cyber risk management to facilitate the City’s information technology systems; and

**WHEREAS**, the use of technology services and cyber risk management provided by Simvay LLC will provide efficiency and security within the City’s information technology systems; and

**WHEREAS**, Council may authorize the personal services described in the agreements between the City of Parma Heights and Simvay LLC, in the forms identified in Exhibit “A”, attached hereto, and made a part hereof as though fully rewritten without advertising for bids and without competitive bidding process based upon the authority granted to it in Article V Section 6 of the Charter.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1: The Administration is authorized and directed to enter into Agreements between the City of Parma Heights and Simvay LLC, in the forms identified in Exhibit “A”, attached hereto, and made a part hereof as though fully rewritten, and to expend funds for personal services in satisfaction of those Agreements.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3: This Ordinance is declared to be an emergency measure necessary for the public peace, health, and safety of the Municipality, and for the further reason it is necessary for the City to utilize the technical expertise and resources of Simvay LLC to assist the City with information technology systems and cyber risk management to avoid a disruption in public service; wherefore, this Ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
APPROVED

FILED WITH  
THE MAYOR: \_\_\_\_\_

\_\_\_\_\_  
MAYOR MARIE GALLO













## RESOLUTION 2024 – 85

### **A RESOLUTION GRANTING A CONDITIONAL USE PERMIT, WITH CONDITIONS, PURSUANT TO CHAPTER 1135 OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS TO PERMIT THE BUSINESS KNOWN AS HOLLYWOOD STAR NAILS TO ALLOW FOR PERMANENT COSMETIC SERVICES, AND DECLARING AN EMERGENCY**

**WHEREAS**, at its meeting on November 4, 2024, the Planning Commission conducted a public hearing regarding the approval of the Conditional Use Permit for the business known as Hollywood Star Nails to allow for permanent cosmetic services, with certain conditions; and

**WHEREAS**, at its meeting on November 4, 2024, the Planning Commission recommended to the City Council that the Conditional Use Permit for the business known as Hollywood Star Nails to allow for permanent cosmetic services, with certain conditions, be approved; and

**WHEREAS**, pursuant to Section 1135.06 (c) of the Codified Ordinances of the City of Parma Heights, a Conditional Use Permit shall be subject to the approval of the Council of the City of Parma Heights; and

**WHEREAS**, the Conditional Use Permit is approved, subject to the conditions that are set forth in “Council Resolution Exhibit A”, attached hereto and incorporated as if fully rewritten.

**NOW THEREFORE, BE IT RESOLVED** by the Council of the City of Parma Heights, State of Ohio:

Section 1: The Council adopts the recommendation of the Planning Commission and grants a Conditional Use Permit to Hollywood Star Nails to allow for permanent cosmetic services at 6869 West 130th Street, Parma Heights, Ohio in the West 130th Mixed-Use District.

Section 2: The Conditional Use recommended by the Planning Commission is approved subject to the General Criteria set forth in Section 1135.07 of the Codified Ordinances of the City of Parma Heights, conditions recommended by the Planning Commission, and any further conditions set forth by Council.

Section 3: The Conditional Use recommended by the Planning Commission and any further conditions set forth by Council are set forth in “Council Resolution Exhibit A” which is attached hereto and incorporated as if fully rewritten.

Section 4: The approval of this Conditional Use Permit shall be valid only for the use and the operation of the use specified and the breach of any condition, safeguard, or requirement shall constitute a violation of the Planning and Zoning Code, and the conditional use permit may be revoked if the established conditions for approval are violated.

Section 5: This Council finds and determines that all formal action of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of the Council and of any of its committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 6: This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of this Municipality, and for the further reason it is necessary to facilitate the expansion of services offered by Hollywood Star Nails expeditiously; wherefore, this Resolution shall be in full force and effect from and immediately after its passage by Council and approval by the Mayor.

PASSED: \_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL APPROVED

FILED WITH  
THE MAYOR: \_\_\_\_\_  
MAYOR MARIE GALLO

# COUNCIL RESOLUTION EXHIBIT A



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6281 Pearl Road

Parma Heights, Ohio 44130

440-884-9607

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## IN THE MATTER OF:

APPLICATION FROM HOLLYWOOD STAR NAILS FOR A CONDITIONAL USE PERMIT TO INCLUDE PERMANENT COSMETIC SERVICES AT 6869 WEST 130TH STREET, PARCEL NUMBER 473-24-005, PARMA HEIGHTS, OHIO IN THE **WEST 130TH MIXED USE DISTRICT**.

## **ACKNOWLEDGEMENT AND UNCONDITIONAL ACCEPTANCE AND AGREEMENT TO CONDITIONS AS SET FORTH IN EXHIBIT 1**

On November 12, 2024, the Council of the City of Parma Heights approved the recommendation of the Planning Commission to grant the Conditional Use Permit of Hollywood Star Nails [EX. 1].

Pursuant to Section 1135.07 of the Codified Ordinances of the City of Parma Heights, when a permit for a conditional use is granted by the Council subject to conditions, **the grantee shall, in writing within ten days following such Council action, acknowledge such approval and unconditionally accept and agree to such conditions.**

I understand that pursuant to Section 1135.08 of the Codified Ordinances of the City of Parma Heights that;

- (a) Conditional use approval shall authorize a particular conditional use on the specific parcel for which it was approved. Approval of a conditional use, pursuant to this chapter, shall be valid only for the use and the operation of such use as specified when granted by the Planning Commission. The breach of any condition, safeguard, or requirement shall constitute a violation of this Planning and Zoning Code.
- (b) A conditional use permit issued pursuant to this chapter shall be valid only to the applicant to whom the permit is issued, unless the new owner agrees to all conditions, safeguards and requirements in the conditional use permit and a transfer of such permit is approved by the Chief Building Official.
- (c) The conditional use approval shall expire six months from the date of enactment, unless:
  - (1) In the case of new construction, work upon the structure shall have begun above the foundation walls;

- (2) In the case of occupancy of land, the use has commenced;
- (3) As otherwise specifically approved by the Planning Commission at the time the conditional use approval is granted; or
- (4) The Chief Building Official grants an extension for good cause shown, upon the request of the applicant.

(d) A conditional use permit may be considered abandoned and void if, for any reason, the conditional use is not conducted for more than six months.

Further, we understand that pursuant to Section 1135.09 of the Codified Ordinances of the City of Parma Heights that a conditional use permit may be revoked if the established conditions for approval are violated. The Chief Building Official is responsible for advising the Planning Commission of any violations, and the Planning Commission may then recommend to City Council that it revoke the conditional use permit.

Based on the foregoing we acknowledge the approval of the conditional use permit and unconditionally accept and agree to such conditions.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title of Authority on Behalf of Hollywood Star Nails:

\_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 1**

**RECOMMENDATIONS FOR COUNCIL CONSIDERATION**

IN THE MATTER OF:

APPLICATION FROM HOLLYWOOD STAR NAILS FOR A CONDITIONAL USE PERMIT TO ALLOW PERMANENT COSMETIC SERVICES BY CONDITIONAL USE AT 6869 WEST 130TH STREET, PARCEL NUMBER 473-24-005 PARMA HEIGHTS, OHIO IN THE WEST 130TH MIXED USE DISTRICT.

1. Hollywood Star Nails is authorized to conduct business in the State of Ohio with its principal place of business located at 6869 West 130th Street, parcel number 473-24-005, Parma Heights, Ohio.
2. The City of Parma Heights Planning Commission (the "Planning Commission") is the duly organized Planning Commission for the City of Parma Heights (the "City") operating pursuant to its Charter and the laws of the State of Ohio.
3. The aforementioned property is located within the West 130th Mixed Use District.
4. On September 26, 2024, Hollywood Star Nails submitted an Application for a Conditional Use Permit to the Planning Commission requesting approval for a Conditional Use Permit to allow for permanent cosmetic services at 6869 West 130th Street, parcel number 473-24-005, Parma Heights, Ohio in the West 130th Mixed Use District.
5. At its October 7, 2024 Regular Meeting, the Planning Commission heard a presentation from the Applicant regarding the application for a Conditional Use Permit Hollywood Star Nails to allow for permanent cosmetic services at 6869 West 130th Street, parcel number 473-24-005. As a result of that meeting, a public hearing was scheduled on the Applicant's Conditional Use Permit for November 4, 2024.
6. Notice of the Public Hearing was published in a newspaper of general circulation in the Municipality on October 10, 2024 and also posted on the City's website and at City Hall.
7. A public hearing was held on November 4, 2024, and the Planning Commission heard from the Applicant and City representatives regarding the application for a Conditional Use Permit by Hollywood Star Nails to allow for permanent cosmetic services.
8. Based upon the presentations of both parties at the public hearing the Planning Commission recommends approval of the Conditional Use Permit for the business known as Hollywood Star Nails to allow for permanent cosmetic services.
9. The Conditional Use requested is recommended subject to compliance with the General Criteria set forth in Section 1135.07 of the Codified Ordinance of the City of Parma Heights. [Ex. A].

10. The Conditional Use requested is recommended subject to compliance with the General Criteria set forth in Section 1195.05(h) of the Codified Ordinances of the City of Parma Heights. [Ex. B].

11. This recommended approval shall be valid only for the use and the operation of the use specified and the breach of any condition, safeguard or requirement shall constitute a violation of the Planning and Zoning Code and the conditional use permit may be revoked if the established conditions for approval are violated.

12. This recommended approval is not final and is subject to the confirmation of the City Council, and if approved all conditions shall be set forth expressly in a resolution of the Council granting the Conditional Use Permit.

13. In the event that a permit for a conditional use is granted by the Council subject to conditions, the grantee shall, in writing within ten days following such Council action, acknowledge such approval and unconditionally accept and agree to such conditions.

\_\_\_\_\_  
Jim McCall, Chairman

\_\_\_\_\_  
Rick Haase, Council Representative

\_\_\_\_\_  
Bill Litten

  
\_\_\_\_\_  
Zachary Humphrey

  
\_\_\_\_\_  
Joe Sepich

## **EXHIBIT A**

### 1135.07 GENERAL CRITERIA FOR CONDITIONAL USES.

A conditional use, and uses accessory to such conditional use, shall be permitted in a district only when specified as a conditional use in such district, and only if such use conforms to the following criteria. Furthermore, the Planning Commission shall review the particular facts and circumstances of each proposed use in terms of the following standards and shall find adequate evidence that:

(a) The conditional use in the proposed location will be harmonious and in accordance with the purpose, intent and basic planning objectives of this Planning and Zoning Code and with the objectives for the district in which located;

(b) The establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety or general welfare;

(c) The conditional use will be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity, and that such use will not essentially change the character of the same area;

(d) The proposed building or use will not result in the destruction, loss, or damage of any feature determined by the Planning Commission to be of significant natural, scenic, or historic importance;

(e) The hours of operation of the proposed use are similar to a use permitted in the district;

(f) The conditional use will not be hazardous or disturbing to the existing and future use and enjoyment of property in the immediate vicinity for the uses permitted, nor substantially diminish or impair property values within the neighborhood;

(g) The establishment of the conditional use in the proposed location will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;

(h) Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided;

(i) Adequate measures have been or will be taken to provide ingress and egress designed to minimize traffic congestion on the surrounding public streets;

(j) The establishment of the conditional use should not be detrimental to the economic welfare of the community by creating excessive additional requirements at public cost for public facilities such as police, fire and schools;

(k) There is minimal potential for future hardship on the conditional use that could result from the proposed use being surrounded by uses permitted by right that may be incompatible;

(l) The design and arrangement of circulation aisles, parking areas, and access drives shall be in compliance with the regulations set forth in Chapter 1191.

## **EXHIBIT B**

### 1195.05 (h) COMMERCIAL USE-SPECIFIC REGULATIONS.

(h) Permanent Cosmetics Services in Association with a Permitted Personal Service Establishment.

(1) Permanent cosmetic services shall be provided a permitted personal service establishment, such as a salon, spa or skin care business, as an ancillary service. For the purposes of this section, a service shall be considered ancillary if it meets the following three criteria:

A. The ancillary use occupies less than ten percent of the floor area of the premises;

B. The ancillary use comprises less than ten percent of the volume of activity/services conducted on the premises; and

C. The ancillary use generates less than ten percent of the gross revenues of the business.

(2) No body piercing or other form of tattooing shall be performed on the premises.

(3) The Planning Commission may limit the hours of operation.

(4) The facility shall comply with the requirements of Chapter 773 of the Parma Heights Business Code.

**ORDINANCE 2024 – 86**

**AN ORDINANCE TO ESTABLISH APPROPRIATIONS FOR THE CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF PARMA HEIGHTS, OHIO DURING THE PERIOD OF JANUARY 1, 2025 TO AND INCLUDING DECEMBER 31, 2025, AND DECLARING AN EMERGENCY**

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1. That to provide for the current expenses and other expenditures of the City of Parma Heights, Ohio, during the period of January 1, 2025 to and including December 31, 2025, the following sums set forth in the form identified as Exhibit “A”, attached hereto and made a part hereof by reference as if fully rewritten, are set aside and appropriated.

Section 2. That the Director of Finance is authorized to draw warrants from any of the foregoing appropriations upon receiving the proper requisition, certificate, and voucher therefore; approved by the officers authorized by law to approve same, or an Ordinance or Resolution to make the expenditure, provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law and Ordinance.

Section 3. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of the Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 4. This Council declares this Ordinance to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality and for the further reason that said Ordinance must be enacted as soon as possible to authorize payment, and to maintain the full faith and credit of the Municipality; wherefore, it shall be in full force and effect immediately after its passage by Council and approved by the Mayor.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_

CLERK OF COUNCIL

\_\_\_\_\_  
APPROVED

FILED WITH  
THE MAYOR: \_\_\_\_\_

\_\_\_\_\_  
MAYOR MARIE GALLO

# **Exhibit A**

## **City of Parma Heights** **Original 2025 Appropriations**

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### ***General Fund***

#### **Police**

Personal Services & Benefits	\$5,156,758
Other Operations & Maintenance	\$975,000
	<hr/>
	<b>\$6,131,758</b>

#### **Fire**

Personal Services & Benefits	\$4,447,897
Other Operations & Maintenance	\$510,000
	<hr/>
	<b>\$4,957,897</b>

#### **Safety**

Personal Services & Benefits	\$597,978
Other Operations & Maintenance	\$472,500
	<hr/>
	<b>\$1,070,478</b>

#### **Health**

Other Operations & Maintenance	\$170,000
	<hr/>
	<b>\$170,000</b>

#### **Recreation**

Personal Services & Benefits	\$141,214
Other Operations & Maintenance	\$17,500
	<hr/>
	<b>\$158,714</b>

#### **Building**

Personal Services & Benefits	\$595,820
Other Operations & Maintenance	\$105,000
	<hr/>
	<b>\$700,820</b>

#### **Economic Development**

Personal Services & Benefits	\$108,891
Other Operations & Maintenance	\$3,000
	<hr/>
	<b>\$111,891</b>

#### **Basic Utility Services**

Personal Services & Benefits	\$0
Other Operations & Maintenance	\$1,754,260
	<hr/>
	<b>\$1,754,260</b>

#### **Mayor**

Personal Services & Benefits	\$260,471
Other Operations & Maintenance	\$17,500
	<hr/>
	<b>\$277,971</b>

# Exhibit A

<b>City of Parma Heights</b>	<b>Original 2025 Appropriations</b>
<b>Council</b>	
Personal Services & Benefits	\$186,243
Other Operations & Maintenance	\$21,500
	<u>\$207,743</u>
<b>Planning/Zoning</b>	
Other Operations & Maintenance	\$4,000
	<u>\$4,000</u>
<b>Finance</b>	
Personal Services & Benefits	\$454,267
Other Operations & Maintenance	\$427,000
	<u>\$881,267</u>
<b>Mayor's Court</b>	
Personal Services & Benefits	\$142,357
Other Operations & Maintenance	\$31,000
	<u>\$173,357</u>
<b>Custodial</b>	
Personal Services & Benefits	\$14,260
Other Operations & Maintenance	\$15,000
	<u>\$29,260</u>
<b>Law</b>	
Personal Services & Benefits	\$199,576
Other Operations & Maintenance	\$47,400
	<u>\$246,976</u>
<b>General Government</b>	
Personal Services & Benefits	\$0
Other Operations & Maintenance	\$707,000
Transfers - Out	\$3,095,000
	<u>\$3,802,000</u>
<b>Total General Fund Disbursements</b>	<u><u>\$20,678,392</u></u>
<b>SCMR Fund</b>	
Personal Services & Benefits	\$1,958,008
Other Operations & Maintenance	\$840,000
	<u>\$2,798,008</u>
<b>State Highway</b>	
Other Operations & Maintenance	\$80,000
	<u>\$80,000</u>

# Exhibit A

## City of Parma Heights Original 2025 Appropriations

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### *Cemetery*

Other Operations & Maintenance	\$0
	<u>\$0</u>

### *Parks Maintenance Fund*

Personal Services & Benefits	\$554,713
Other Operations & Maintenance	\$232,915
	<u>\$787,628</u>

### *Senior Center Fund*

Personal Services & Benefits	\$435,142
Other Operations & Maintenance	\$95,000
	<u>\$530,142</u>

### *CDBG*

Other Operations & Maintenance	\$200,000
	<u>\$200,000</u>

### *FEMA Grant Fund*

Other Operations & Maintenance	\$0
	<u>\$0</u>

### *Drug Enforcement Trust*

Personal Services & Benefits	\$0
Other Operations & Maintenance	\$0
Capital Outlay	\$0
	<u>\$0</u>

### *Law Enforcement Trust Fund*

Other Operations & Maintenance	\$50,000
	<u>\$50,000</u>

### *Dare Fund*

Personal Services & Benefits	\$0
Other Operations & Maintenance	\$0
	<u>\$0</u>

### *Law Enforce Training*

Personal Services & Benefits	\$0
Other Operations & Maintenance	\$400
	<u>\$400</u>

### *Police Donations (PACT)*

Police - Other Expense	\$3,000
	<u>\$3,000</u>

# Exhibit A

## City of Parma Heights Original 2025 Appropriations

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### *Permissive Fund*

Other Operations & Maintenance	\$125,000
Transfers - Out	\$0
	<u>\$125,000</u>

### *Police Pension Fund*

Employers Share	\$760,000
	<u>\$760,000</u>

### *Fire Pension Fund*

Employers Share	\$795,000
	<u>\$795,000</u>

### *Coronavirus Relief Fund*

Other Operations & Maintenance	\$0
	<u>\$0</u>

### *Mayor's Court Computer Fund*

Other Operations & Maintenance	\$4,500
Capital Outlay	\$0
	<u>\$4,500</u>

### *Indigent Driver Fund*

Other Operations & Maintenance	\$5,000
Capital Outlay	\$0
	<u>\$5,000</u>

### *Ambulance Billing Fund*

Other Operations & Maintenance	\$60,000
Transfers - Out	\$1,000,000
	<u>\$1,060,000</u>

### *School Zone Safety*

Other Operations & Maintenance	\$250,000
Capital Outlay	\$0
	<u>\$250,000</u>

### *Opioid Settlement*

Other Operations & Maintenance	\$25,000
Capital Outlay	\$0
	<u>\$25,000</u>

### *Grant Special Revenue*

Other Operations & Maintenance	\$50,000
Capital Outlay	\$0
	<u>\$50,000</u>

# Exhibit A

## City of Parma Heights Original 2025 Appropriations

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### *Special Bond Retirement Fund*

Debt Principal & Interest	\$4,049,020
Other	\$0
	<u>\$4,049,020</u>

### *Capital Improvement Fund*

Capital Outlay	\$967,762
	<u>\$967,762</u>

### *Capital Projects Fund*

Other Operations & Maintenance	\$0
Capital Outlay	\$1,397,000
	<u>\$1,397,000</u>

### *Medical Self Insurance Fund*

Medical Payments	\$3,029,000
	<u>\$3,029,000</u>

### *Fleet Maintenance Fund*

Employee Expense	\$425,314
Other Expense	\$585,000
	<u>\$1,010,314</u>

### *Worker's Compensation Fund*

2023 Full Payment	\$257,500
	<u>\$257,500</u>

<b>Total Appropriations 2025</b>	<b>\$38,329,266</b>
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### Schedule of Transfers

<u>Fund</u>		<u>Amount</u>
<u>From</u>	<u>To</u>	
General Fund	SCMR	\$1,300,000
General Fund	Senior	\$250,000
General Fund	Police	\$625,000
General Fund	Fire	\$670,000
General Fund	Recreation	\$250,000
EMS	GF	\$1,000,000
		<u>\$4,095,000</u>