



**CITY COUNCIL MEETING  
AMENDED AGENDA (in person and on Youtube)  
First five (5) items have been rearranged**

**6:00PM (executive session)**

**MONDAY, NOVEMBER 15, 2021**

**7:00PM (Regular Council Session Begins)**

**LOCATION:**

**City Meeting Room  
former Wiley Middle School Library  
next door to Board of Education)  
2181 Miramar Blvd.  
University Heights, Ohio**

**Per current CDC guidelines, the City asks that all participants and attendees wear masks or face coverings, even if fully vaccinated.**

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NOTE: Executive Session may follow meeting to discuss legal, personnel and real estate matters. (Motion Required)

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1. Call to Order
2. Roll Call
3. Motion to Enter into Executive Session to Discuss Pending Litigation, to commence at 6:00 PM, followed by a recess, if necessary, until 7:00 PM.
4. Pledge of Allegiance
5. Approval of Minutes
6. Comments from the Audience (Speakers are limited to 5 minutes, total time allowed 15 min. per meeting, unless otherwise permitted by Council. Ord. 91-25)
7. Reports and Communication from the Mayor and the taking of action
8. Agenda Items:
  - A. Motion to Accept and Approve a Medical Insurance Contract with Medical Mutual of Ohio for the period January 1, 2022 through December 31, 2023 (two years). The new contract will include a 9.5% increase in rates effective January 1, 2022 with no further increase in Year 2 (2023)
  - B. Motion to Approve Dental and Life Insurance Rates with Guardian Insurance at no increase over current rates for the Period January 1, 2022 through December 31, 2022
  - C. Motion to Accept and Enter into Three-Year Collective Bargaining Agreement with Laborers Local 860 with regard to the Service Department
  - Added item** D. Motion to Approve the Planning Commission Recommendation of the Application from Joel & Sara Fleisher, 2554 Claver Road (721-25-004) for the Lot Consolidation of Parcels 721-25-004 & 721-25-049
  - E. Amended Ordinance 2021-39 Amending Codified Ordinance Section 220.09 Entitled Clerk of Council/Assistant Clerk of Council

- F. Ordinance 2021-47 Authorizing the Transfer of Funds from the General Fund (100) to the Sewer & Water Maintenance Fund (201); Shade Tree Maintenance Fund (202); and the Sewer & Water Capital Improvements Fund (401) And Declaring an Emergency
- G. Resolution 2021-48 Maintaining Backyard Solid Waste Collection in the City of University Heights
- H. Motion to Approval a Two-Year Natural Gas Agreement with NOPEC (through NextEra Energy) for the period November 1, 2021 through October 31, 2023 at a Fixed Rate of \$4.55mcf
- I. Motion to Approve payment to Starfish for Firewall Subscription Licenses in an amount not to exceed a total of \$2,962.50
- J. Motion to Review and Accept the 2022 Calendar of Council and other Board Meetings
- K. Motion to Enter Executive Session for the purpose of Discussing Legal Proceedings, Personnel and Real Estate Matters

Directors Reports:

- |                                |                                      |
|--------------------------------|--------------------------------------|
| a) Finance                     | f) Housing and Community Development |
| b) Law                         | g) City Engineer                     |
| c) Public Safety (Police/Fire) | h) Communications / Civic Engagement |
| d) Service                     | I) Economic Development              |
| e) Building                    |                                      |

- 9. Adjournment

**AGENDA**

**MONDAY, NOVEMBER 15, 2021  
REPORTS FROM STANDING COMMITTEES**

**BUILDING/HOUSING**

Chairman  
Barbara Blankfeld

**COMMUNITY OUTREACH**

Chairman  
Susan Pardee

**ECONOMIC DEVELOPMENT**

Chairman  
John Rach

**FINANCE**

Chairman  
Michele Weiss

**RECREATION**

Chairman  
Phillip Ertel

**SAFETY**

Chairman  
Saundra Berry

**SERVICE AND UTILITIES**

Chairman  
Justin Gould

**COMMITTEE OF THE WHOLE**

Vice Mayor Michele Weiss

**INTRODUCED BY: COUNCILWOMAN WEISS**

**AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTION 220.09 ENTITLED “CLERK OF COUNCIL/ASSISTANT CLERK OF COUNCIL.”**

WHEREAS, the Clerk of Council routinely performs administrative tasks on behalf of the City and at the request of the Mayor as part of her day-to-day job duties and for purposes of the smooth day-to-day operations of the City; and

WHEREAS, the City wishes to require an annual performance review for the Clerk of Council;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of University Heights, State of Ohio:

Section 1. This Council hereby amends Codified Ordinance Section 220.09 entitled “Clerk of Council/Assistant Clerk of Council”, which shall read in its entirety as follows:

**220.09 CLERK OF COUNCIL/ASSISTANT CLERK OF COUNCIL**

- (a) Council shall appoint a Clerk who shall have such powers and duties as are set forth in Article 3, Section 4 of the Charter as well as such other duties and functions as may be required from time to time by ordinance, resolution or motion of Council.
- (b) Council may appoint a part-time Assistant Clerk at a rate of pay established by Ordinance, who shall work under the direct supervision of the Clerk and shall perform such duties as directed by the Clerk.
- (c) The Clerk shall assist the Mayor in the performance of administrative duties at the direction of the Mayor, as reasonably necessary, provided that such assistance does not interfere with the Clerk’s ability to perform the duties of the Clerk set forth in Article 3, Section 4 of the Charter.
- (d) Council shall conduct an annual performance review of the Clerk of Council, which shall take place prior to the end of each calendar year. Upon request of Council, the Mayor shall be obligated to attend and/or materially participate in conducting any such performance review.

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

**CITY OF UNIVERSITY HEIGHTS, OHIO**

\_\_\_\_\_  
**MICHAEL DYLAN BRENNAN, MAYOR**

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

**ATTEST:**

\_\_\_\_\_  
**KELLY M. THOMAS, CLERK OF COUNCIL**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**LUKE F. MCCONVILLE, LAW DIRECTOR**

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**CITY OF UNIVERSITY HEIGHTS  
INTEROFFICE MEMORANDUM**

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**TO:** CITY COUNCIL MEMBERS/MAYOR MICHAEL BRENNAN

**FROM:** DENNIS KENNEDY, FINANCE DIRECTOR

**SUBJECT:** BUDGETED TRANSFERS FOR 2021

**DATE:** NOVEMBER 5, 2021

**CC:** KELLY THOMAS, CLERK OF COUNCIL

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I am requesting that an item be added to the Council agenda for the November 15, 2021 meeting. The permanent budget for 2021 contained transfers from the General Fund to Special Revenue Funds which will support special assessment collections. I would request that these proposed transfers be placed before Council for approval under emergency.

The details of the transfer are:

<b>FROM:</b>	<b>100-1999-59010</b>	<b>Transfers Out</b>	<b>\$16,000.00</b>
<b>TO:</b>	<b>201-1999-49100</b>	<b>Transfers In</b>	<b>\$10,000.00</b>
<b>TO:</b>	<b>202-1999-49100</b>	<b>Transfers In</b>	<b>\$3,500.00</b>
<b>TO:</b>	<b>401-1999-49100</b>	<b>Transfers In</b>	<b>\$2,500.00</b>

The budgeted transfers detailed above will help support current expenses associated with these funds:

*Fund 201 – Sewer and Water Maintenance Fund*

*Fund 202 – Shade Tree Maintenance Fund*

*Fund 401 – Sewer and Water Capital Improvements Fund*

**ORDINANCE NO. 2021-47**

Introduced By: Mayor Michael Dylan Brennan

**AN ORDINANCE AUTHORIZING THE TRANSFER OF FUNDS FROM THE GENERAL FUND (100) TO THE SEWER & WATER MAINTENANCE FUND (201); SHADE TREE MAINTENANCE FUND (202); and SEWER & WATER CAPITAL IMPROVEMENTS FUND (401) AND DECLARING AN EMERGENCY.**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF UNIVERSITY HEIGHTS, OHIO, TO BE TRANSFERRED FROM THE GENERAL FUND (100) TO THE SEWER & WATER MAINTENANCE FUND (201); SHADE TREE MAINTENANCE FUND (202); and SEWER & WATER CAPITAL IMPROVEMENTS FUND (401).**

**Section 1.** The Director of Finance be, and is hereby authorized and directed to make the necessary transfer of funds as herein set forth and that such transfers be and the same are hereby ratified and confirmed, to wit:

<u>FROM GENERAL</u>		<u>TO FUND</u>	<u>AMOUNT</u>
100-1999-59010	Sewer and Water Maintenance	201-1999-49100	\$10,000.00
100-1999-59010	Shade Tree Maintenance	202-1999-49100	\$ 3,500.00
100-1999-59010	Sewer and Water Capital Imp.	401-1999-49100	<u>\$ 2,500.00</u>
		Total:	\$16,000.00

**Section 2.** The Director of Finance is hereby directed to submit a certified copy of this Ordinance to the Budget Commission of Cuyahoga County, Ohio.

**Section 3.** It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare and shall therefore be in full force and effect immediately upon passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.

**CITY OF UNIVERSITY HEIGHTS, OHIO**

\_\_\_\_\_  
**MICHAEL DYLAN BRENNAN, MAYOR**

**PASSED:**

**ATTEST:**

\_\_\_\_\_  
**KELLY M. THOMAS, CLERK OF COUNCIL**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**LUKE F. MCCONVILLE, LAW DIRECTOR**

**RESOLUTION NO. 2021-48**

**INTRODUCED BY: The Service and Utilities Committee, Councilperson Justin Gould (Chair), Councilperson Saundra Berry (Member), Councilperson Phil Ertel (Member), Councilperson John Rach (Alternate)**

**A RESOLUTION TO MAINTAIN BACKYARD SOLID WASTE COLLECTION IN THE CITY OF UNIVERSITY HEIGHTS.**

**WHEREAS**, GT Environmental, Inc. (“GT Environmental”) updated and presented to City Council its study of solid waste collection in the city of University Heights;

**WHEREAS**, the Service and Utilities Committee conducted a series of public hearings to allow citizens to speak regarding solid waste collection in the city;

**WHEREAS**, the majority of citizens speaking at the public hearings expressed concerns with the City removing the amenity of backyard trash pickup, including citizens’ ability to physically transport automated trash bins, the appearance of automated trash bins, and even concerns by elders and citizens with limited mobility that removal of backyard trash pickup would limit their ability to remain residents of the city;

**WHEREAS**, GT Environmental and citizens speaking at the public hearings suggested that the City conduct a customer service survey to assist the City in making decisions on any potential changes in its solid waste collection programs;

**WHEREAS**, Dr. Thomas Sutton, Director of the Community Research Institute at Baldwin Wallace University, prepared a solid waste community survey with input by Mayor Michael Brennan, Service Director Jeffrey Pokorny, and members of City Council.

**WHEREAS**, City Council authorized funding for the solid waste community survey to be mailed to every household in the City, but Mayor Brennan refused to mail the survey;

**WHEREAS**, a decision on whether the City will maintain or change its method of solid waste collection is critical for upcoming budget discussions; and

**WHEREAS**, the Service and Utilities Committee is unwilling to recommend a change to the method of solid waste collection without the data from the solid waste community survey and has thus recommended to City Council that the City maintain backyard solid waste collection;

**NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF UNIVERSITY HEIGHTS, OHIO THAT:**

**Section 1.** The City of University Heights shall maintain backyard solid waste collection for its residents.

**Section 2.** The Council finds and determined that all formal actions of this Council relating to the adoption of this resolution have been taken at open meetings of this Council, and that deliberations of this Council and of its committees, resulting in such formal action, took place

in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

**City of University Heights, Ohio**

\_\_\_\_\_  
**Michael Dylan Brennan, Mayor**

**Passed:** \_\_\_\_\_

**Attest:** \_\_\_\_\_  
**Kelly M. Thomas, Clerk of Council**

**Approved  
as to form:** \_\_\_\_\_  
**Luke F. McConville, Law Director**



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CITY OF UNIVERSITY HEIGHTS  
INTEROFFICE MEMORANDUM

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**TO:** CITY COUNCIL MEMBERS/MAYOR MICHAEL BRENNAN

**FROM:** DENNIS KENNEDY, FINANCE DIRECTOR

**SUBJECT:** MEDICAL INSURANCE RENEWAL: 2022-2023

**DATE:** NOVEMBER 12, 2021

**CC:** KELLY THOMAS, CLERK OF COUNCIL

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In reference to Items D and EW on the Council agenda for Monday (11/15):

We have received a renewal proposal from Medical Mutual of Ohio (MMO) for employee medical insurance that expires December 31, 2021. The proposed renewal, with terms compatible to the current contract, would take effect January 1, 2022 and be in place for a two-year period.

The overall rate increase proposed for 2022 is 9.5%, based on the current census. That increase will be applied in the first year of the contract with no additional increase in 2023. The projected 2022 total cost will rise by roughly \$126,500, which equates to an overall increase of 9.5% for the year. Again, those amounts are estimated based on the current census and plan selections. There would be no further increase in premium in Year 2 (2023).

Our independent healthcare consultant has recommended the renewal offering from MMO. Given the increases experienced in all industries, I would also recommend that we accept the proposal from MMO. The consumer price index has been soaring over the last several months, so it would be reasonable to conclude that medical costs will also skyrocket in the future.

If we took our plan to market this year, I am not sure that we could get a plan offering that would match the single digit increase proposed by MMO over a two-year period. Any alternative plans would also most probably contain substantial changes from the current MMO plan both in terms of medical services and pharmaceuticals

Current contract language in collective bargaining agreements and administrative ordinances set the monthly (per pay) employee contribution at 13% of the total cost of the insurance. I discussed the renewal proposal on November 1st with representatives from all unions and administrative employees to determine if there was support for the new contract. The committee members in attendance agreed unanimously to accept the terms of the renewal for a two-year period.

Employee monthly rates were frozen in 2021 due to logistical issues with obtaining a renewal last year. The 13% contribution rate for employees in 2022 will be based on the new premium amounts contained in the contract. The MMO proposal also includes an annual wellness allowance of \$1,500 and extends employee coverage to include vision services at less than \$1,200 per month.

Last year, our MMO rates increased by approximately 7.9%. We had several large claims in 2021 that had an impact on pricing but – given the retirement/termination of a number of employees over the last eighteen months – our longer-term position should improve.

Moving forward with acceptance of the 2022-23 MMO renewal will keep the current plan structure and minimize employee plan changes. Changing plans would also eliminate our ability to continue to offer the Cle-Care HMO to employees under current conditions. My hope is, given the two-year window of time, that we can competitively bid healthcare during 2023 to fully evaluate the prospect of implementing any formidable new plans.

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*I would recommend Council approve a motion accepting the MMO renewal for calendar year 2022 and 2023 per the attached documentation at a rate of 9.5% above our current premium levels. **ITEM D***

*The dental and vision components of our employee healthcare plan are provided by Guardian will renew at current premium levels (no increase) for a period of one year (January 1, 2022 through December 31, 2023). **ITEM E***

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Prepared For:  
**CITY OF UNIVERSITY HEIGHTS**

Effective Date: 1/1/2022  
End Date: 12/31/2023  
County: Cuyahoga  
State: Ohio

Quote ID: 0095443-02

Monday, November 8, 2021  
1:59 PM



MEDICAL MUTUAL®

As part of the Affordable Care Act, health insurance issuers and group health plans are required to provide a Summary of Benefits and Coverage (SBC) to all participants (and their dependents if they reside at a different address).

The SBC(s) applicable to your current plan(s) will be available on EmployerLink or from your sales representative or broker. As the plan sponsor, you are responsible for distributing SBCs to your participants with other written application materials during open enrollment. An SBC must be provided for each benefit package in which a participant or dependent is eligible. If you do not require a written application from your participants to renew, you must provide each participant with the SBC specific to the plan in which he or she is enrolled no later than 30 days prior to the first day of the new plan or policy year.

Please review your applicable SBC(s) carefully. If you make a change that affects the information in your SBC, please contact your sales representative or broker to initiate the change and ensure new SBCs are available for your open enrollment period.



# MEDICAL MUTUAL®

## CITY OF UNIVERSITY HEIGHTS

### Claims in Excess of \$10,000 for CITY OF UNIVERSITY HEIGHTS

Amount	Primary Diagnosis
\$128,594	CROHN'S DISEASE (REGIONAL ENTERITIS)
\$68,603	OTHER AND UNSPECIFIED DISEASES OF BLOOD AND BLOOD FORMING ORGANS
\$59,150	OPEN WOUND OF ANKLE, FOOT, AND TOES
\$55,990	POLYP OF FEMALE GENITAL TRACT
\$44,874	OTHER OSTEOCHONDROPATHIES (BONE AND CARTILAGE DISEASES)
\$37,520	CROHN'S DISEASE (REGIONAL ENTERITIS)
\$29,886	FEMALE GENITAL PROLAPSE (SINKING FROM NORMAL POSITION)
\$25,647	CANCER: THYMUS
\$20,596	DISLOCATION AND SPRAIN OF JOINTS AND LIGAMENTS OF SHOULDER GIRDLE
\$20,507	HERNIA: INGUINAL
\$17,684	SEBORRHEIC KERATOSIS (SKIN CONDITION WITH ITCHY LESIONS)
\$17,491	DIABETES
\$16,997	BENIGN NEOPLASMS: COLON, RECTUM, ANUS AND ANAL CANAL
\$16,890	2019 NCOV ACUTE RESPIRATORY DISEASE (COVID19)
\$14,386	MATERNAL CARE FOR OTHER FETAL PROBLEMS
\$14,354	MATERNAL CARE FOR ABNORMALITY OF PELVIC ORGANS
\$14,245	HERNIA: INGUINAL
\$14,033	PAIN IN THROAT AND CHEST
\$13,795	CONTACT WITH AND EXPOSURE TO COMMUNICABLE DISEASES
\$13,495	PRE-ECLAMPSIA (PREGNANCY-RELATED HYPERTENSION)
\$12,966	OTHER JOINT DISORDER NOT ELSEWHERE CLASSIFIED
\$12,685	MATERNAL INFECTIOUS AND PARASITIC DISEASES CLASSIFIED ELSEWHERE BUT COMPLICATING PREGN.
\$12,076	HEMORRHOIDS
\$11,043	OTHER AND UNSPECIFIED SOFT TISSUE DISORDERS NOT ELSEWHERE CLASSIFIED
\$10,562	ABNORMAL FINDINGS ON DIAGNOSTIC IMAGING OF LUNG
\$10,402	THYROID: THYROTOXICOSIS (HYPERTHYROIDISM)
\$10,286	HYPERTENSIVE CRISIS
\$10,212	MIGRAINE



**CITY OF UNIVERSITY HEIGHTS  
ALL SECTIONS  
INSURED RENEWAL RATES**

Effective January 1, 2022, through December 31, 2023

			<u>Monthly Enrollment</u>	<u>Current Rates</u>	<u>Minimum Rates</u>	<u>Maximum Rates</u>	<u>Billed Rates</u>	<u>Current Monthly Premium</u>	<u>Renewal Monthly Premium</u>	<u>Change in Monthly Premium</u>	
# 450262					95%	100%	100%				
CONTINGENT PREMIUM %											
CMM I	SMP non std 2080-500	Single	17	\$463.19	\$481.83	\$507.19	\$507.19	\$7,874	\$8,622		
		Family	45	\$1,296.94	\$1,349.14	\$1,420.15	\$1,420.15	\$58,362	\$63,907		
								Subtotal	\$66,236	\$72,529	9.5%
CMM II	SMP non std HSA 3000-100%	Single	1	\$554.08	\$575.93	\$606.24	\$606.24	\$554	\$606		
		Family	1	\$1,542.45	\$1,604.08	\$1,688.51	\$1,688.51	\$1,542	\$1,689		
								Subtotal	\$2,096	\$2,295	9.5%
CMM III	SMP non std 2080-500	Family	0	\$1,482.22	\$1,541.88	\$1,623.03	\$1,623.03	\$0	\$0		
								Subtotal	\$0	\$0	0.0%
HMO I	CleCare non std 10100-0	Single	7	\$458.46	\$476.91	\$502.01	\$502.01	\$3,209	\$3,514		
		Family	10	\$1,283.69	\$1,335.36	\$1,405.64	\$1,405.64	\$12,837	\$14,056		
								Subtotal	\$16,046	\$17,570	9.5%
DRUG I	RX 5/25/40	Single	17	\$157.66	\$164.01	\$172.64	\$172.64	\$2,680	\$2,935		
		Family	45	\$441.46	\$459.23	\$483.40	\$483.40	\$19,866	\$21,753		
								Subtotal	\$22,546	\$24,688	9.5%
DRUG II	RX 3/10/15	Single	7	\$146.70	\$152.61	\$160.64	\$160.64	\$1,027	\$1,124		
		Family	10	\$410.74	\$427.27	\$449.76	\$449.76	\$4,107	\$4,498		
								Subtotal	\$5,134	\$5,622	9.5%
DRUG III	RX 5/25/40	Family	0	\$1,359.99	\$1,414.73	\$1,489.19	\$1,489.19	\$0	\$0		
								Subtotal	\$0	\$0	0.0%
								Total	\$112,058	\$122,704	9.5%

Rates include PCORI, Reinsurance and Market Share fees, when applicable, which are federally mandated. All fees are subject to premium tax. When a contract spans more than one calendar year, the fees are averaged over the length of the period.

Rate Acceptance	
Group Official Initial: _____	<i>Please initial next to the benefits that have been selected by the group.</i>
Group Official Signature: _____	
Title: _____	
Date: _____	



CITY OF UNIVERSITY HEIGHTS  
ALL SECTIONS  
DISCLAIMERS AND NOTES

Effective January 1, 2022, through December 31, 2023

- 1 - All rates are subject to the terms and conditions specified in the Group Contract.
- 2 - Change in total enrollment or in any one plan of more than 10% or the elimination of a plan may require rates to be adjusted.
- 3 - In accordance with respective state laws, coverage for dependents beyond the federal limiting age of 26 may necessitate additional premium on insured plans.
- 4 - Employers must disclose any funding of deductibles or coinsurance provided to employees. If funding is not disclosed, Medical Mutual reserves the right to adjust rates at any time during the contract period. This may result in higher than anticipated rate adjustments.
- 5 - As required by the Affordable Care Act, employees must be notified at least 60 days before the effective date of a material modification (made other than in conjunction with a renewal) if it impacts the contents of the Summary of Benefits and Coverage (SBC). Please be aware of this requirement when considering an off-renewal plan change or a change in carrier.
- 6 - Covered employees will automatically have access to Medical Mutual's Basics wellness program, which includes online health resources, health assessments, WW (Weight Watchers) discounts, 24/7 nurse line and tobacco cessation programs. If not already enrolled in a buy up program, additional wellness program options are available upon request for an additional fee.
- 7 - This offer includes Wellness Funds in the amount of \$1,500. Wellness Funds must be spent during this contract period and do not carry-over to subsequent contract periods. Medical Mutual reserves the right to adjust the Wellness Fund if the Group's monthly medical enrollment declines by ten percent (10%) or more from the expected medical monthly enrollment of 80 contracts. Any adjustment to the Wellness Fund will be effective as of the date of the change in medical enrollment, however, Medical Mutual will not retroactively take back Wellness Funds already spent as of the change in medical enrollment date. Refer to the contract for more specifics regarding the Wellness Fund.
- 8 If a non-Medical Mutual ancillary carrier, other than Superior Dental, is added for COBRA services, a fee of \$0.34 per employee per month will be charged.
- 9 This proposal includes a Contingent Premium arrangement. Any Contingent Premium settlement due will be applied to a monthly premium invoice in the contract period beginning 1/1/2024, provided the group renews for such time period.

**Rate Acceptance**

Group Official Initial: \_\_\_\_\_ *Please initial next to the benefits that have been selected by the group.*

Group Official Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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



**CITY OF UNIVERSITY HEIGHTS  
ALL SECTIONS  
DISCLAIMERS AND NOTES**

Effective January 1, 2022, through December 31, 2023

**CLE-Care HMO Disclaimers**

- 1 CLE-Care HMO does not include out-of-network benefits, except for emergency care and care confirmed as unavailable within the network. Referral is required for services outside the MetroHealth network.
- 2 CLE-Care HMO includes all MetroHealth facilities and providers.
- 3 CLE-Care drug plans may include a separate copay tier when prescriptions are filled at MetroHealth pharmacies. Drug copays described in the benefit descriptions reflect copays at non-MetroHealth pharmacies. Please see the detailed benefit descriptions or contact your Medical Mutual sales representative for further details.
- 4 CLE-Care requires that both medical and drug benefits be purchased together through MMO.
- 5 For fully insured plans where MMO is the sole carrier, there is no minimum enrollment in CLE-Care. For fully insured plans where CLE-Care is offered alongside another carrier, a minimum of 51 must be enrolled in CLE-Care.
- 6 All plans are subject to minimum enrollment as outlined above. Rates are subject to change or withdrawal if minimum
- 7 Rates include standard reporting and administration.
- 8 CLE-Care enrollment requires members to select a MetroHealth PCP.
- 9 CLE-Care rates are subject to revision if quoted as a dual option with a PPO plan and a stand-alone CLE-Care plan is elected.

**Rate Acceptance**

Group Official Initial: \_\_\_\_\_ *Please initial next to the benefits that have been selected by the group.*

Group Official Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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





**CITY OF UNIVERSITY HEIGHTS  
ALL SECTIONS  
LEGISLATIVE UPDATES**

Effective January 1, 2022, through December 31, 2023

- Your rates may be adjusted to account for coverage mandated by federal or state law.
- Pursuant to Ohio House Bill 463, based on your current Autism Spectrum Disorder benefits, your renewal (effective 1/1/18 or later) has been adjusted for compliance with the law, where applicable.
- In order to comply with the United State Preventive Task Force final recommendations effective with plan years beginning 12/1/2017, your renewal has been adjusted to reflect changes to your non-grandfathered plan benefits effective with your next plan year on or after 12/1/2017.

- The rates in this proposal may include Patient-Centered Outcomes Research Institute Fee (PCORI), Reinsurance Fee, Exchange Fee, and Market Share Fee when applicable which are federally mandated. Additionally, this policy, Medical Mutual, or you as a Plan Sponsor may become subject to taxes, fees or other charges imposed by State, Local, or Federal governments (collectively, "fees"). Medical Mutual reserves the right to adjust your premium or funding rate (or add the fees to the invoice) consistent with the effective date of the new fees imposed by the government. Adjustments may or may not be noted in a line item on monthly invoices. All fees are subject to change during the contract period.

**Rate Acceptance**

Group Official Initial: \_\_\_\_\_ *Please initial next to the benefits that have been selected by the group.*

Group Official Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Medical Mutual of Ohio**  
**Illustration of Contingent Premium Funding Arrangement**



A Contingent Premium arrangement is a fully insured funding arrangement that sets Discounted Premium and Contingent Premium rates in addition to the typical Fully Insured Premium rates. The usual Fully Insured premium rates are paid to Medical Mutual during the contract year. A settlement is performed after the Contract Period is over to reconcile the final premium amount. The final premium that the group is responsible for is based on actual claims incurred plus retention charges.

The Discounted Premium and Contingent Premium amounts act as lower and upper limits of the group liability. The settlement is based on the observed claims plus retention compared to the premium paid by the group during the contract period. The Discounted and Contingent Premium rates are expressed as a percentage of the Fully Insured rates.

Below are definitions relevant to the Contingent Premium arrangement:

**DEFINITIONS:**

**Discounted Premium:** The minimum amount for which the Group may be liable at Annual Settlement. The Discounted Premium will be determined by multiplying the number of months in the contract period by the number of contract-types in effect for each of those months times the Discounted Premium rates.

**Contingent Premium:** The maximum amount for which the Group may be liable at Annual Settlement. The Contingent Premium will be determined by multiplying the number of months in the Contract Period by the number of contract-types in effect for each of those months times the Contingent Premium rates.

**Fully Insured Premium:** 100% of the premium for which the Group would be liable under a conventional Fully Insured program. The Fully Insured premium amounts are intended to fund the Group's Incurred Claims, including reserve requirements for Incurred Claims not reported until after the end of the Contract Period, administrative fees and other insurance expenses. The Discounted and Contingent Premium rate(s) are minimum and maximum percentages of the Fully Insured Premium.

**Billing Premium:** The rates for which the Group will be billed each month during the Contract Period.

**Incurred Claim:** A claim for Covered Services, as defined in the applicable Certificate(s), that has beginning service dates on or after the effective date of the Contract and prior to termination of the Contract. For purposes of this Contingent Premium arrangement, Incurred Claims may also include Medical Mutual's best estimate of Incurred Claims not reported until after the end of the Contract Period.

**Retention:** Administrative expenses, including premium tax and commission, if applicable.

**Medical Mutual of Ohio**  
**Illustration of Contingent Premium Funding Arrangement**  
(continued)



**ANNUAL SETTLEMENT:**

If the Billing Premium paid for the Contract Period is greater than the Group's Incurred Claims and retention, a refund will be made to the Group for the difference only to the level of the Discounted Premium amount.

If the Billing Premium paid for the Contract Period is less than the Group's Incurred Claims and retention the Group will be liable for the excess up to the Contingent Premium amount. The Group will be invoiced for any amount due.

<b>Sample Settlement:</b>	<u>Medical</u>	<u>Drug</u>	<u>Total</u>
(1) Incurred Claims + Retention	\$980,000	\$241,000	<b>\$1,221,000</b>
(2) Billed Premium			<b>\$1,400,000</b>
(3) Discounted Premium (95%)			<b>\$1,330,000</b>
(4) Contingent Premium (100%)			<b>\$1,400,000</b>
<b>Total Amount Due The Group</b>			<b>\$70,000</b>
If (1) < (2) but > (3), then (2) - (1)			
If (1) < (2) and < (3), then (2) - (3)			
If (1) > (2), then \$0			

This proposal includes a Contingent Premium arrangement. Any Contingent Premium settlement due will be applied to a monthly premium invoice in the contract period beginning 1/1/2024, provided the group renews for such time period.

This arrangement does not include and does not apply to fees, taxes or other charges imposed on Medical Mutual by state or federal government laws, statutes or regulations. To the extent permitted by law, Medical Mutual will include such charges in the fees (premium) charged to the Group or may include them as separate line item on the Group's invoice.

Based on current guidance about Healthcare Reform, the following federally mandated fees are in effect:

- Patient Centered Outcomes Research Institute Fee

To the extent permitted by law, we reserve the right to adjust the Group's premium during the contract period and/or add these fees as a line item in the Group's invoice to fully disclose the new costs and to comply as necessary.

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CITY OF UNIVERSITY HEIGHTS  
INTEROFFICE MEMORANDUM

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TO: CITY COUNCIL MEMBERS/MAYOR MICHAEL BRENNAN

FROM: DENNIS KENNEDY, FINANCE DIRECTOR

SUBJECT: NOPEC NATURAL GAS CONTRACT RENEWAL FOR 2021-2022

DATE: NOVEMBER 12, 2021

CC: KELLY THOMAS, CLERK OF COUNCIL

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I am requesting that an item be added to the Council agenda for the meeting scheduled for November 15, 2021. The current natural gas contract with NOPEC expired on October 31, 2021.

We have been paying a holdover price thus far this month. I am recommending that we extend the contract for a two-year period (November 1, 2021 to October 31, 2023) at a rate of \$4.55 mcf. The previous rate we paid for services in 2020-2021 was \$3.17 mcf.

As I am sure everyone is aware, natural gas prices have been on a dramatic rise since late spring of this year. I believe the increase proposed by NOPEC for services provided by NextEra Energy are attractive and reasonable given the present market conditions. Participation in the NOPEC natural gas program also allows for the City to apply for and receive grants for various energy related projects and programs.

A quick check of today's apples-to-apples pricing detailed on the Ohio Energy Ratings website ([ohenergyratings.com](http://ohenergyratings.com)) shows prices for a 24-month contract to be in the range of \$5.350 mcf-\$5.880 mcf. We can lock in substantial savings by agreeing to this contract proposal from NOPEC.

I believe this renewal may be handled by a motion by Council as opposed to an ordinance or resolution, but will defer to the Law Director on how the vote is administered. A copy of the contract is attached.

Attachment



**NATURAL GAS SALES  
AGREEMENT  
BASE CONTRACT**

OHIO  
Preferred NOPEC Municipal Pricing Program  
(Non-Aggregation)  
DEO (Mcf)

This Natural Gas Sales Agreement ("Agreement") is between NextEra Energy Services Ohio, LLC ("Supplier") and City of University Heights ("Customer") (each a "Party" hereunder). Supplier shall provide Customer with Service under all of the terms and conditions stated in this Agreement, including this Base Contract, Addendum A, and Addendum B (the Terms of Service), attached hereto and made a part hereof, for Customer's natural gas utility ("Utility") accounts ("Accounts") identified in Addendum A. This Agreement is binding only if signed by both Parties.

	Supplier Contact Information	Customer Contact Information
INTERNET:	<a href="http://www.nexteraenergyservices.com">www.nexteraenergyservices.com</a>	
EMAIL:	<a href="mailto:OHServices@nexteraenergyservices.com">OHServices@nexteraenergyservices.com</a>	<a href="mailto:DKennedy@universityheights.com">DKennedy@universityheights.com</a>
MAILING ADDRESS:	NextEra Energy Services Ohio, LLC 20455 State Highway 249 Suite 200 Houston, TX 77070 ATTN: Contract Administration	City of University Heights 2300 Warrensville Center Road University Heights, OH 44118 ATTN: Dennis Kennedy
TELEPHONE:	855.667.3201	216.932.7800 ext 258
FAX:	800.627.8813	
HOURS:	24 hours a day, 7 days a week	

**CUSTOMER'S UTILITY: DEO      CUSTOMER'S FEDERAL TAX ID NUMBER:**

**PRODUCT DESCRIPTION:** Supplier will supply all of Customer's retail natural gas needs ("Service"), and Dominion Energy Ohio, Customer's natural gas utility ("Utility"), will deliver the gas that Customer buys under this Agreement to Customer's facility address.

**CONTRACT PRICE: \$4.55 Per Mcf.** The Price does not include taxes or Utility charges. "Unit" means Mcf. The Price excludes any Utility Charges, Pass-Through Charges, and Taxes as described in the Terms of Service.

**ESTIMATED START MONTH/YEAR; TERM:** Service for each Account will begin on the date on which the Utility enrolls the Account with our service, which is estimated to occur during the November 2021 billing period, and will last for 24 months ("Initial Term").

**HOLDOVER PRICE:** Holdover Price means the price set forth at <https://www.nexteraenergyservices.com/aggregations/ohio/holdover> for the utility in which Service is provided. The Holdover Price shall apply for Service provided by Supplier after the Initial Term if Supplier and Customer do not enter into a new or renewal agreement and Supplier continues to provide Service.

**TAX EXEMPTION:** A completed tax exemption certificate must accompany this Agreement. If no certificate is attached, Customer will remain subject to taxes until a valid certificate is received and processed.

**AUTHORITY:** Customer represent to Supplier: (i) the person signing this Agreement on your behalf is legally authorized to do so; (ii) the Agreement, when signed by both parties, will be valid and legally binding upon Customer and enforceable in accordance with its respective terms; (iii) Customer has full power and authority over the provision of natural gas supply to each of the Facility Service Addresses to which the account(s) pertain; and (iv) the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary corporate or other actions, which actions shall include, if Customer is a Ohio county, township, municipal corporation or other Ohio governmental entity, all actions required under Ohio state or local laws and/or regulations.

**By signing this Agreement, Customer hereby agrees, as of the Effective Date, that it has read and understands the Terms of Service of this Agreement.**

Customer	Supplier
Authorized Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**ADDENDUM A TO  
NATURAL GAS SALES AGREEMENT  
ACCOUNTS INCLUDED IN AGREEMENT**

**Customer Name:** City of University Heights  
**Natural Gas Distribution Utility:** Dominion Energy Ohio

Utility Account No.	Facility Service Address City, State and Zip	Billing Address City, State and Zip	New Account or Renewal?
0441400568603	14260 Cedar Rd Cleveland, OH 44121	2300 Warrensville Center Road University Heights, OH 44118	Renewal
5441100122450	2300 Warrensville Center Rd University Heights, OH 44118	2300 Warrensville Center Road University Heights, OH 44118	Renewal
3441100554748	3980 Silsby Rd University Heights, OH 44118	2300 Warrensville Center Road University Heights, OH 44118	Renewal
5441100568616	2300 Warrensville Center Rd Garage University Heights, OH 44118	2300 Warrensville Center Road University Heights, OH 44118	Renewal
1441100122444	3962 Silsby Rd University Heights, OH 44118	2300 Warrensville Center Road University Heights, OH 44118	Renewal

Customer Initials: \_\_\_\_\_

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

NextEra Energy Services Ohio, LLC Initials: \_\_\_\_\_

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

**NextEra Energy Services Ohio, LLC**  
**Addendum B to Natural Gas Sales Agreement Terms of Service**  
Preferred NOPEC Municipal Pricing Program (Non-Aggregation) - DEO

**Term.** This Agreement shall be effective upon the date it has been executed by both parties ("Effective Date"). Notwithstanding the "Estimated Start Month," if Customer is switching to Supplier, service from Supplier shall commence upon the date the Utility switches each Account to Supplier and continue through expiration of the Initial Term, and if Customer is renewing, then service hereunder shall commence with the first billing cycle following expiration of the term of the prior agreement. During the Term, Customer shall purchase and pay for, and Supplier shall supply, all of Customer's requirements for natural gas at the facilities served by the Accounts. If Customer is not a Mercantile Customer, Supplier will send written notice between forty-five and ninety calendar days before the contract expires explaining what will happen upon expiration of the Initial Term. If, upon expiration of the Initial Term, all or any accounts are not successfully switched away by the Utility to receive supply from another supplier or the Utility, this Agreement shall continue on a month-to-month basis until either party terminates this Agreement upon at least thirty (30) days' notice and the Utility switches such accounts away to receive supply from another supplier or the Utility. Supplier is permitted in its sole discretion to change the Holdover Price to a different price determined in its sole discretion without prior notice. Supplier's right to receive payment, the limitation of liability provision, and any other provisions of this Agreement, that by their sense and context, are intended to survive termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

**Price.** During the Initial Term, Customer shall pay the Price per Unit set forth in the Base Contract. For all supply provided under this Agreement, the Price does not include applicable Ohio taxes, and Customer will continue to be responsible for all charges assessed by the Utility, including any fees, surcharges or taxes associated with providing its supply, whether Utility or Supplier based. In the event that any costs or charges are created or modified due to a change in law, regulation, rule, ordinance, order or decree by a governmental authority, or in a Utility tariff, Supplier has the right to increase the Price by the amount of these costs or charges and Customer agrees to pay the increase. After the Initial Term expires, this Agreement shall continue on a month-to-month basis at the variable "Holdover Price," without Customer's affirmative consent even when there is a change in the price or other terms and conditions, until terminated as set forth above.

**Special Termination.** If, prior to the expiration of the Initial Term, Customer withdraws from membership in the Northeast Ohio Public Energy Council ("NOPEC") or from NOPEC's natural gas program, then this Agreement shall terminate as of the first Utility meter read date immediately following any such withdrawal or termination, and Customer shall pay Liquidated Damages to Supplier.

**Rescission.** The Utility will send written notice to Customer confirming Customer's decision to enroll with Supplier. If Customer is not a "Mercantile Customer," it has the right to rescind this Agreement without penalty within seven (7) business days of receiving the confirmation letter from the Utility

by calling the Utility at 1-800-362-7557. If Customer is not a Mercantile Customer and does not rescind or if Customer is a Mercantile Customer, Customer's acceptance of gas from Supplier constitutes Customer's further acceptance of these Terms and Conditions.

**Switch of Service; No Switching Fee.** Supplier will work with the Utility to switch Service to each Account to Supplier in accordance with the applicable Utility tariff. Because of Utility processing, Supplier cannot guarantee the date by which switching of any Account may be completed. The Utility may charge switching fees to the Customer.

**Mercantile Customer.** "Mercantile Customer" means a customer that consumes, other than for residential use, more than 500 Mcf of natural gas per year at a single location within the state or consumes natural gas, other than for residential use, as part of an undertaking having more than three locations within or outside of this state. In accordance with Section 4929.01(L)(2) of the Ohio Revised Code, "Mercantile Customer" excludes a not-for-profit customer that consumes, other than for residential use, more than 500 Mcf of natural gas per year at a single location within this state or consumes natural gas, other than for residential use, as part of an undertaking having more than three locations within or outside this state that has filed the necessary declaration with the Public Utilities Commission.

**Adjustments.** "Pass-Through Charges" means new or increased costs and charges with respect to the purchase, sale, acquisition, delivery, transmission and/or distribution of natural gas including, without limitation, those arising from MCU Events, or any event under the Legal Changes and Compliance section below, all of which shall be passed through to Customer by Supplier. Depending on the bill format, Pass-Through Charges may appear on Customer's bill as a line item or Price adjustment.

**Taxes.** "Taxes" means all federal, state, municipal or other governmental taxes, duties, fees, levies, premiums, assessments, surcharges, withholdings, or any other charges of any kind, if applicable, to Customer, any or all of which relate to the sale, purchase or delivery of natural gas, together with all interest, penalties or other additional amounts imposed thereon, but excluding taxes on net income. If Customer is exempt from any Taxes, it is responsible for timely requesting an exemption by filing with Supplier and or the Utility all required documentation as such was filed with the Ohio Department of Taxation. If Customer fails to do so, Customer will be billed as if it is not exempt.

**Billing.** Customer consents to billing through one of the following options, as permitted by law, at Supplier's discretion: (i) Customer will receive one invoice from the Utility that includes the Supplier Natural Gas Charge, the Utility Delivery Charges and applicable Taxes (the "Consolidated Billing Option"); or (ii) Customer will receive two invoices, one from Utility for the Supplier Natural Gas Charge and one from the Utility for the Utility delivery charges, each with applicable Taxes (the "Dual Billing Option"). Under the Consolidated Billing Option, Customer shall submit payment of the Supplier Natural

Gas Charge directly to the Utility pursuant to the applicable Utility tariff. Under the Dual Billing Option, Customer shall pay the Supplier Utility Charge directly to Supplier on or before sixteen (16) days after the billing date on Customer's invoice or the postmark date, whichever is later. If the Utility fails to timely obtain or transmit a meter reading, Supplier may issue or cause to be issued a bill to Customer based on its estimated energy usage and charges. In the event of a billing error, Supplier may issue a corrective invoice which Customer shall pay. Customer has the right to request from Supplier, without charge, up to twenty-four months of Customer's payment history for services rendered by Supplier. If Customer fails to pay any amount when due, it shall pay a late fee for all past due amounts equal to the lesser of 1.5% per month or the maximum charge allowed by law.

**Credit Support.** If at any time Supplier determines in its reasonable discretion that Customer cannot demonstrate satisfactory creditworthiness, there has been a material adverse change in Customer's creditworthiness, or Customer fails to timely pay amounts when due or is otherwise in default of its obligations under this Agreement, then Supplier may require Customer to provide Supplier with a cash deposit or other credit support in an amount and form reasonably acceptable to Supplier. Credit review will typically be performed using credit agency reports (e.g. Dun & Bradstreet, Standard & Poor's and/or Moody's), if available, and deposits will typically not exceed 2 months of expected Customer billings. If utilized, any deposit balance remaining will be returned to Customer.

**Eligibility.** Customers in the Percentage of Income Payment Plan, with certain arrearages or served by a competitive supplier are not eligible. By accepting these terms you represent that you are not currently enrolled with a competitive supplier. The Supplier reserves the right to void this Agreement, without liability, if your account does not meet these eligibility requirements.

**Material Change in Usage ("MCU").** Customer shall provide Supplier at least thirty (30) days advance notice whenever Customer has reason to believe that, for reasons other than weather, Customer's estimated monthly aggregate usage will increase or decrease by more than 25% (each such material change being an "MCU Event"), and shall provide good faith estimates of such usage changes. For each MCU Event, regardless of whether notice is provided, Customer shall pay Supplier for any losses, or new or increased costs and charges, reasonably associated with such MCU Event and incurred by Supplier. Such losses, and/or costs and charges may be charged to Customer by Supplier as Pass-Through Charges.

**Legal Changes and Compliance.** "Change in Law" means a change in Applicable Law. "Applicable Law" means any law, regulation, rule, ordinance, order or decree by a governmental authority including, without limitation, Utility tariffs (including, without limitation, rate class), pipeline rules or protocols (including, without limitation, those affecting any fees, costs, or charges imposed by the pipeline), market rules, load profiles, and methods by which the Utility calculates usage. A "change" includes, without limitation, any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness or any change in construction, interpretation or outcome. Notwithstanding any provision in this Agreement to the contrary, if there is a Change in Law and such Change in Law results in Supplier incurring material new or increased

costs or charges in providing the Services contemplated herein, or if there are any material new or increased costs or charges incurred by Supplier to comply with Applicable Law, such new or increased costs or charges shall be paid by Customer as Pass-Through Charges.

**Title.** Title to and risk of loss of the natural gas shall pass to Customer at the point at which Supplier provides such gas to the Utility.

**Force Majeure.** Neither Party will be in breach or liable for any delay or failure in its performance under this Agreement (except with respect to any payment obligations under this Agreement) to the extent such performance is prevented or delayed due to a Force Majeure Event. For purposes of this Agreement, a "Force Majeure Event" shall mean any act or event that (i) renders it impossible or impractical for the affected Party to perform its obligations under the Agreement, and (ii) is beyond the reasonable control of the affected Party, including, but not limited to, storms or floods, lightning, earthquakes and other acts of God, wars, civil disturbances, revolts, terrorist activity, sabotage, theft, vandalism or other actions by third parties, fires, explosions, failures of suppliers, utility action or inaction and actions of a governmental authority. In no event shall Supplier's ability to sell natural gas at a higher price, or Customer's ability to purchase natural gas at a lower price, constitute a Force Majeure Event under this Agreement.

**Limits on Liability; Disclaimer.** EACH PARTY'S LIABILITY TO THE OTHER UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES AND DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT OR SERVICE. SUPPLIER EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESSED OR IMPLIED.

**Liquidated Damages.** Liquidated Damages means, as to each terminated Account(s), an amount equal to the product of: (i) the excess, if any, of the Price over the market price that is commercially available to Supplier for the same natural gas usage which would have been supplied hereunder for the remainder of the Initial Term, all as reasonably determined by Supplier, and (ii) the estimated natural gas usage which would have been supplied hereunder for the remainder of the Initial Term. To determine the "market price that is commercially available to Supplier," as used above, Supplier may consider, among other things, settlement prices of applicable NYMEX futures contracts, quotations from leading dealers in energy swap contracts and other bona fide offers from parties participating in the wholesale and/or retail natural gas markets, which may include Supplier and/or its affiliates, all as commercially available to Supplier and all as adjusted for the length of the remaining Initial Term and otherwise as is commercially reasonable. Supplier will not be required to enter into any replacement transaction in order to determine such market price or actual damages.

**Termination by Customer.** Subject to the Special Termination provisions above, Customer may terminate this Agreement, in



whole or as relating to any Account(s), without liability for Liquidated Damages so long as Customer is not in default of any material obligation under this Agreement, but Customer shall be obligated to pay for the natural gas and related services provided to Customer pursuant to this Agreement prior to the date that such termination becomes effective, including applicable late payment fees.

**Termination by Supplier.** Supplier reserves the right to terminate this Agreement if Customer: (i) fails to make timely payment of all amounts due Supplier; or (ii) fails to post a security deposit under the provisions of the Credit Support section within ten (10) days of a written request for deposit; or (iii) breaches any warranty or representation to Supplier; or (iv) defaults on any material other obligation under this Agreement; or (v)(A) makes an assignment for the benefit of creditors, (B) files a petition or otherwise authorizes the commencement of a proceeding under the Bankruptcy Code or similar law for protection of creditors, or has such petition filed against it, (C) otherwise becomes bankrupt or insolvent, or (D) is unable to pay its debts as they fall due. In the event Service is terminated in accordance with this Section prior to expiration of the Initial Term, Customer shall pay Supplier the Liquidated Damages.

**Assignment.** Supplier may assign its rights and obligations under this Agreement to a third party. Customer may not assign its rights and obligations under this Agreement to a third party without the prior written consent of Supplier, which consent shall not be unreasonably withheld. Supplier may deny such assignment based on the creditworthiness of the assignee, as determined by Supplier in its reasonable discretion. Any attempted assignment in violation of this Agreement shall be null and void.

**Confidentiality.** Supplier will not release your account number(s), social security number, or any of your information without your express written consent except in accordance with Rules of Ohio Administrative Code. The Parties agree to keep all terms and provisions of this Agreement and the Service confidential and not to disclose its terms to any third parties without the prior written consent of the other Party; provided, however, each Party shall have the right to make any such disclosures to (i) a third party service provider who has a need to know such confidential information to provide services to the disclosing Party and is prohibited from disclosing to another party such Party's confidential information, (ii) governmental agencies, (iii) its own agents, attorneys, auditors, accountants and shareholders or members. If disclosure is sought through process of a court, or a state or federal regulatory agency, the Party from whom the disclosure is sought shall provide reasonable notice thereof to the other Party, and (iv) comply with applicable Ohio open records laws. If disclosure is sought through process of a court, a state or federal regulatory agency or open records law, the Party from whom the disclosure is sought shall provide reasonable notice thereof to the other Party.

**Collection Costs.** To the fullest extent permitted under Ohio law, Customer agrees to pay Supplier its reasonable attorneys' fees, expenses, and any other collection costs related to Customer's past due amounts.

**Customer Inquiries and Disputes.** The Supplier's hours for customer service operations are 24 hours a day, every day. If you wish to speak with us concerning your bill or any issue you

dispute, please call toll-free 1-855-667-3201. You can also write to NextEra Energy Services Ohio, LLC, 20455 State Highway 249, Suite 200, Houston, TX 77070 or email at [OHservices@nexteraenergyservices.com](mailto:OHservices@nexteraenergyservices.com) or fax toll-free to 1-800-627-8813. Please remember to include your account number. Visit us at our website at [www.nexteraenergyservices.com](http://www.nexteraenergyservices.com). Supplier will investigate and attempt to resolve the matter within five (5) business days. If your complaint is not resolved after you have called NextEra Energy Services Ohio, LLC, or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO) toll-free at 1-800-686-7826 or for TDD/TTY toll-free at 1-800-686-1570, from 8:00 a.m. to 5:00 p.m. weekdays or visit [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).

**Governing Law and Venue.** This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the State of Ohio. The exclusive venue for any suit, claim, action or other proceedings, whether at law or in equity, relating to this Agreement, shall be in the state or federal courts of competent jurisdiction sitting in Cleveland, Ohio.

**Misc. Entire Agreement.** This Agreement embodies the entire Agreement and understanding between the Parties, and supersedes all prior agreements and understandings between the Parties, whether written or oral, with respect to the subject matter hereof.

**Forward Contract.** The Parties agree that this Agreement is a "forward contract" and that Supplier is a "forward contract merchant" for purposes of the United States Bankruptcy Code, as amended, and any payment related hereto will constitute a "settlement payment" as defined in Section 101 (51A) thereof.

**Authorization.** You authorize the Utility to release to the Supplier all information relating to your historical and current gas usage, account number, address, phone number, historical usage information, billing and payment history. Supplier will not release your account number(s), social security number or any of your information without your express written consent except in accordance with Rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code.

**Regulatory Changes.** Upon thirty (30) days' advance written notice to you, the Supplier may amend this Agreement due to any material regulatory, tariff, or procedural change that adversely affects its ability to serve you under this Agreement.

**NextEra Energy Services Ohio, LLC  
CRNG Certificate Number 11-200G**



**Starfish Computer**  
 Phone: 440-808-0468  
 Fax: 440-808-0470  
 24831 Lorain Road  
 North Olmsted, OH 44070

**Quote**  
 No.: **12095**  
 Date: 11/8/2021

Prepared for:  
 Michael D Brennan (216) 932-7800  
 City of University Heights  
 2300 Warrensville Center Road  
 University Hts., Ohio 44118

Prepared by: Marsha Deetz  
 Account No.: 12849  
 Phone: (216) 932-7800

Quantity	Description	UOM	Sell	Total
<b>Annex WatchGuard</b>				
1	WatchGuard T40 Total Security Suite - Subscription license renewal / upgrade license (1 year) - 1 appliance - for Firebox T40	EA	\$850.00	\$850.00
<b>Fire Station WatchGuard</b>				
1	WatchGuard M270 Total Security Suite - Subscription license renewal / upgrade license (1 year) - 1 appliance - for Firebox M270	EA	\$2,095.00	\$2,095.00
1.00	Electronic Service Recovery Fee	EA	\$17.50	\$17.50

**Your Price:** \_\_\_\_\_  
**\$2,962.50**

**Total:** \_\_\_\_\_  
**\$2,962.50**

Prices are firm until 11/29/2021      Terms: Net 30

**Prepared by:** Marsha Deetz, mdeetz@starfishcomputer.com

**Date:** 11/8/2021

**Accepted by:** \_\_\_\_\_

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

**Disclaimer**

Prices are subject to change, error and availability. Prices do not include shipping and handling, if any. Return Policy: Returned parts will be charged a 20% restocking fee. Returns must be made within in 30 days of our order date. Special order parts are non-returnable.

Please fax signed quote to 440-808-0470 or email to sales@starfishcomputer.com so that your order can be placed. Thank you for your business.

CITY OF UNIVERSITY HEIGHTS  
NOTICE OF MEETINGS ~ 2022

**Wiley Middle School ~ 2181 Miramar Blvd. (Next Door to Board of Education)**

**Per current CDC guidelines, the City asks that all participants and attendees wear masks or face coverings, even if fully vaccinated. Thank You.**

Notice is hereby given that the City of University Heights Council Meetings for the Calendar Year 2022 are as follows: Council meets the first and third Mon. (except when Mon. is a legal or religious holiday) of every month, except for the months of July and August. Special meetings may be called during the months of July and August, or any other time as noticed.

**January**

Mon., Jan. 3  
Tues., Jan. 18 (due to Martin Luther King Jr. Day)

**February**

Mon., February 7  
Tues., Feb 22(due to Presidents' Day)

**March**

Mon., March 7  
Mon., March 21

**April**

Mon., April 4  
Mon., April 18

**May**

Mon., May 2  
Mon., May 16

**June**

Tues., June 7 (due to Shavuot)  
Mon., June 20

**July**

**NO REGULAR MEETINGS  
ON SUMMER RECESS**

**August**

**NO REGULAR MEETINGS  
ON SUMMER RECESS**

**September**

Tues., Sept. 6 (due to Labor Day)  
Mon., Sept. 19

**October**

Mon., October 3  
Wed., October 19 (due to Torah)

**November**

Mon., November 7  
Mon., November 21

**December**

Mon., December 5  
Mon., December 19

**Planning Commission meets First Thursday of Each Month - if needed (Ord. 2017-27) 7:00pm**

Thurs., Jan. 6	Thurs., February 3	Thurs., March 3
Thurs., April 7	Thurs., May 5	Thurs., June 2
Thurs., July 7	Thurs., August 4	Thurs., September 1
Thurs., October 6	Thurs., November 3	Thurs., December 1

**Board of Zoning Appeals meets the second Wednesday of each month 8:00am**

Wed., Jan. 12	Wed., February 9	Wed., March 9
Wed., April 13	Wed., May 11	Wed., June 8
Wed., July 13	Wed., August 10	Wed., Sept. 14 <sup>Due to</sup> Rosh Hashanah
Wed., October 19 (due to Sukkot)	Wed., November 9	Wed., December 14

**Architectural Review Bd meets the day after the Bd of Zoning Appeals each month at 8:00am**

Thurs., Jan. 13	Thurs., February 10	Thurs., March 10
Thurs., April 14	Thurs., May 12	Thurs., June 9
Thurs., July 14	Thurs., August 11	Thurs., Sept. 15 <sup>Due to</sup> Yom Kippur
Thurs., October 20 (due to Sukkot)	Thurs., November 10	Thurs., December 15

**Records Retention meets the second Wednesday of the month at 4pm**

Wed., March 9

Wed., Oct. 12

**Civil Service Comm. meets second Tuesday of the Month - if needed (Ord. 2020-62) at 4:30pm**

Tues., Jan. 11	Tues., February 8	Tues., March 8
Tues., April 12	Tues., May 10	Tues., June 14
Tues., July 12	Tues., August 9	Tues., September 13
Tues., October 11	Tues., November 8	Tues., December 13

**Fair Housing Commission meets on Demand**

**Official City Hall Holidays ~ City Hall Offices are Closed and Trash Pickup is Delayed One Business Day:  
(Police and Fire Departments Are Always Open)**

**New Year's Day:** Fri., Dec. 31 (New Year's is Sat. Jan. 1)  
**Presidents' Day:** Mon., Feb 21  
**Juneteenth:** Mon., June 20 (Juneteenth is Sun., June 19)  
**Labor Day:** Mon., Sept. 5  
**Thanksgiving:** Thurs., Nov. 24

**Martin Luther King Jr. Day:** Mon., Jan. 17  
**Memorial Day:** Mon., May 30  
**Independence Day:** Mon., July 4  
**Veterans Day:** Fri., Nov. 11  
**Christmas:** Mon., Dec. 26 (Christmas is Sun., Dec. 25)