



5. Automobile repair and accessory sales.
  6. Boat and marine sales.
  7. Camping trailer sales and service.
  8. Cemetery (minimum of ten acres); mortuary; crematory.
  9. Church and professional building.
  10. Clinic and professional building.
  11. Drive-in bank.
  12. Drive-in ice cream and soda sales.
  13. Drive-in restaurant.
  14. Drive-in theater.
  15. Farm, fruit and produce stand (adequate off-street parking shall be provided to take care of all customers).
  16. Florist shop and retail sales.
  17. Food locker.
  18. Funeral home.
  19. Furniture store.
  20. Garden and nursery center.
  21. Gift and novelty shop.
  22. Greenhouse.
  23. Grocery and meat market.
  24. Heating and plumbing materials (sales, yard).
  25. Heavy equipment sales.
  26. Laboratory (medical or dental).
  27. Lumber yard; builders materials and supplies.
  28. Monument sales.
  29. Motel and hotel.
  30. Office building.
  31. Parking lot (subject to the provisions of Chapter 1285).
  32. Pet store.
  33. Customary accessory uses.
  34. Any permitted use in a B-2 Central Business District.
2. Conditional Uses. The following uses shall be deemed to be conditional uses in this district.
1. Bars and taverns.
  2. Bowling alleys, provided that the building used for such purposes shall be not less than 100 feet from any residential district.
  3. Swimming clubs and other commercial recreation and amusements.
  - ~~4. Truck terminals.~~
  - ~~5.4.~~ Kennels.
  - ~~6.5.~~ Car washes, provided that there shall be a separation distance of one (1) mile between car wash businesses where the car wash is the primary use. Separation distances shall be measured by a straight line connecting the closest distance between the lots. The separation requirement shall have no application where a car wash is an accessory use.
3. Similar uses as determined in accordance with Chapter 1210, except for the following uses which are expressly prohibited:
1. Self-storage facilities.

**SECTION 2.** That all other ordinances or parts of ordinances or resolutions that are inconsistent or in conflict with the newly amended and adopted sections are likewise repealed to the extent of such inconsistency or conflict only.

**SECTION 3.** In all other respects, the North Ridgeville Zoning Code, as amended from time to time, shall remain in full force and effect.

**SECTION 4.** That, if any section, paragraph, sentence, clause, phrase, term, provision or part of this Ordinance, together with all of its Exhibits attached thereto, shall be adjudged by any court of competent jurisdiction to be invalid or inoperative, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the section, paragraph, sentence, clause, phrase, term, provision or part thereof directly involved in the controversy in which such judgment shall have been rendered.

**SECTION 5.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted 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 accordance with all legal requirements, including §121.22 of the Ohio Revised Code.

**SECTION 6.** This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: April 1, 2024



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Jason R. Jacobs  
PRESIDENT OF COUNCIL

ATTEST :



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Nicholas Ciofani  
CLERK OF COUNCIL


APPROVED: Apr 04, 2024



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Kevin Corcoran  
MAYOR



ATTEST : 

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Nicholas Ciofani  
CLERK OF COUNCIL

APPROVED: Apr 04, 2024



---

Kevin Corcoran  
MAYOR



PASSED: April 1, 2024



---

Jason R. Jacobs  
PRESIDENT OF COUNCIL

ATTEST :



---

Nicholas Ciofani  
CLERK OF COUNCIL

APPROVED: Apr 04, 2024



---

Kevin Corcoran  
MAYOR

**Exhibit A**

**TRUCK RENTAL & EQUIPMENT RENTAL SPECIFICATIONS/BID FORM**  
**INCLUDING OPERATOR WHERE STATED**

The following is a list of possible equipment needed for the City of North Ridgeville Service Department’s Street paving program, which is scheduled to begin April 2024, and should be completed by November 2024, weather permitting. For each listed item, state whether the equipment is available during that time period. If availability is limited, state the dates that the equipment is available.

All prices shall include mobilization.

**A. TRUCKS**

1) TANDEM AXLE

Driver included for excavation and material handling .....\$ \_\_\_\_\_/hour

Availability: \_\_\_\_\_

2) TRI-AXLE

Driver included for excavation and material handling .....\$ \_\_\_\_\_/hour

Availability: \_\_\_\_\_

3) TACK COAT DISTRIBUTOR W/ OPERATOR.....\$ \_\_\_\_\_/hour

Availability: \_\_\_\_\_

Terms: \_\_\_\_\_

4) RENTAL OF 250 GALLON TAG-ALONG TACK

KETTLE.....\$ \_\_\_\_\_/week

**B. EQUIPMENT RENTAL**

1) CAT PR105, or equivalent..... \$ \_\_\_\_\_/hour

\$ \_\_\_\_\_/week

Availability: \_\_\_\_\_



2) WIRTGEN 1000, or equivalent

Capable of milling asphalt or concrete from 12" to 40" wide  
In a single pass at depths of 1" to 7" w/self-loading capabilities  
with operator ..... \$ \_\_\_\_\_/hour  
Availability: \_\_\_\_\_

NAME OF BIDDER \_\_\_\_\_

3) DOZER

CAT D-6 or equivalent

Model \_\_\_\_\_ \$ \_\_\_\_\_/hour

Make \_\_\_\_\_ \$ \_\_\_\_\_/week

Availability: \_\_\_\_\_

4) CAT D-8 or equivalent

Model \_\_\_\_\_ \$ \_\_\_\_\_/hour

Make \_\_\_\_\_ \$ \_\_\_\_\_/week

Availability: \_\_\_\_\_

5) ROAD WIDENER

Model \_\_\_\_\_ \$ \_\_\_\_\_/hour

Make \_\_\_\_\_ \$ \_\_\_\_\_/week

Availability: \_\_\_\_\_

COST OF OPERATOR..... \$ \_\_\_\_\_/week

Terms: \_\_\_\_\_

NAME OF BIDDER \_\_\_\_\_

6) TYMCO, or equivalent, REGENERATED AIR SWEEPER,  
WITH SELF LOADING CAPABILITIES, W/OPERATOR

Model \_\_\_\_\_ \$ \_\_\_\_\_/hour

Make \_\_\_\_\_ \$ \_\_\_\_\_/week

Availability: \_\_\_\_\_

Minimum Hours Required: \_\_\_\_\_

7) SELF-PROPELLED VAC-ALL, or equivalent, W/OPERATOR

Model \_\_\_\_\_ \$ \_\_\_\_\_/hour

Make \_\_\_\_\_ \$ \_\_\_\_\_/week

Availability: \_\_\_\_\_

NAME OF  
BIDDER \_\_\_\_\_



the City of North Ridgeville. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: April 1, 2024



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Jason R. Jacobs  
PRESIDENT OF COUNCIL

ATTEST :



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Nicholas Ciofani  
CLERK OF COUNCIL

APPROVED: Apr 04, 2024



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Kevin Corcoran  
MAYOR

**EXHIBIT A****NOPEC 2024 ENERGIZED COMMUNITY****GRANT AGREEMENT**

This Grant Agreement (the “Agreement”) is made and entered into by and between NOPEC, Inc. (“Grantor”), and the City of North Ridgeville, Lorain County, Ohio (“Grantee”; “Grantor” and “Grantee,” the “Parties”) regarding a grant by Grantor to Grantee to be used primarily for energy efficiency or energy infrastructure updates in accordance with NOPEC Energized 2024 Community Grant criteria, guidelines and requirements (“NOPEC Policy”).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Grant of Funds.** Grantor hereby grants a NOPEC Energized 2024 Community Grant (“NEC Grant”) to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor (“Funds”), for the purposes set forth in Grantee’s Grant Disbursement Request, as amended, and incorporated by reference into this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by Grantor for qualified use as outlined in the program policies. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All completed disbursement request form for qualified use in accordance with the program policies must be submitted by November 30, 2026. If Grantee does not request disbursements by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2024 Grant year.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2024, and shall expire on December 31, 2024, and shall be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein, or Grantor requires a new Grant Agreement from Grantee.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the work completed using grant funding. Grantor reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify Grantor if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to Grantor all of its records with respect to matters covered by this Agreement, and for Grantor to audit, examine and make copies from such records. Grantee agrees to share and release all of its utility and other data with NOPEC, Inc. and Northeast Ohio Public Energy Council and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as Grantor shall require.

7. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

8. **Inability to Perform.** In the event that Grantee does not or cannot complete or perform its obligations under this Agreement, Grantee shall immediately notify Grantor in writing. Grantor, with the approval of the Committee formed to award NEC Grants (the “Committee”), and Grantee shall jointly identify amendments or suitable uses that meet NOPEC Policy.

9. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to Grantor, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

10. **Termination.**

(a) If Grantor determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, Grantor, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty-day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council (“NOPEC” or “Northeast Ohio Public Energy Council”) member whose residents are receiving service from Northeast Ohio Public Energy Council’s natural gas or electric aggregation program, and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council’s natural gas or electric aggregation program.

11. **Effects of Termination.**

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor.

(b) The Committee also may withhold any payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee

either withdraws from membership in the Northeast Ohio Public Energy Council or from its electric or natural gas aggregation program(s) or is otherwise not a member in good standing of the Northeast Ohio Public Energy Council, Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

12. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement, Grantee agrees to defend Grantor and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

13. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the funding. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

14. **Miscellaneous.**

(a) **Governing Law.** The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) **Entire Agreement.** This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(d) **Notices.** All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of Grantor, to:  
Charles W. Keiper, II

President  
NOPEC, Inc.  
31360 Solon Road  
Suite 33  
Solon, OH 44139

In case of Grantee, to:  
(This individual will be the designated grant representative working in the grant website)

Title: Administrative Assistant to Mayor Corcoran  
Name: Tissy Simon  
City of North Ridgeville  
7307 Avon Belden Road  
North Ridgeville, OH 44039

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the funding uses and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of Grantor.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement.

(i) Determinations by Grantor Final. All determinations as to eligibility of any uses of an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by Grantor and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer or other position] to take all actions with respect to the NEC Grant and this Agreement as may be required and Grantor shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and Northeast Ohio Public Energy Council to use information about Grantee's grant(s) and work funded in any marketing they may conduct, and agrees to cooperate with Grantor in connection with such marketing.

*[Signature Page to Follow.]*



**IN WITNESS WHEREOF**, the Parties hereto have executed this Grant Agreement on the last date set forth below.

**GRANTEE:**

City of North Ridgeville, Ohio

Individual Authorized by Grantee's Legislation  
to accept- see Section I:

By: \_\_\_\_\_

Title: Mayor, City of North Ridgeville

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

**GRANTOR:**

**NOPEC, INC.**

By: \_\_\_\_\_

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

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