

NOTICE OF PUBLIC HEARING

PUBLIC HEARINGS will be held on Monday, June 1, 2015 and Monday, June 8, 2015 beginning at **7:00 p.m.** in the Council Chambers of Bay Village City Hall, 350 Dover Center Road, regarding Natural Gas Aggregation as approved by the voters of the City of Bay Village on May 5, 2015.

BY ORDER OF THE COUNCIL OF THE CITY OF BAY VILLAGE.

Joan T. Kemper
Clerk of Council

**Public Hearing for Natural Gas Aggregation
will be held at 7:00 p.m.**

AGENDA

Agenda, Bay Village City Council
Committee Meeting
Conference Room
Paul Koomar, President of Council, Presiding

June 1, 2015
7:30 p.m.

ANNOUNCEMENTS

COMMITTEE OF THE WHOLE

ENVIRONMENT, SAFETY AND COMMUNITY SERVICES COMMITTEE-Lee

Village Bicycle Cooperative – Lease expired March 31, 2015

PUBLIC IMPROVEMENTS, STREETS/SEWERS/DRAINAGE COMMITTEE-Tadych

Memorandum of Understanding – Cuyahoga Soil and Water Conservation District

FINANCE & CLAIMS COMMITTEE – Clark

American Fireworks Company Agreement

Property Damage and Liability Insurance – Review of Bids

Tax Budget - 2016

PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE-Lieske

Handicap Parking Spot for U.S. Post Office

Chapter 1158 – Moratorium expires June 23, 2015

RECREATION & PARK IMPROVEMENT COMMITTEE-Henderson

SERVICES, UTILITIES & EQUIPMENT COMMITTEE-Vincent

MISCELLANEOUS

AUDIENCE

CAHOON MEMORIAL PARK TRUSTEES

City of Bay Village

Council Minutes, Committee Session
Conference Room
Paul Koomar, President of Council, Presiding

May 18, 2015
7:30 p.m.

Present: Clark, Henderson, Koomar, Lee, Lieske, Tadych, Vincent, Mayor Sutherland

Also Present: Law Director Ebert, Finance Director Mahoney

AUDIENCE

The following members of the audience signed in this evening: Patrick McGannon, Lydia DeGeorge, David Madigan, Conda Boyd, Pam Cottam, Karen and Alex Dade, Randy Risch, Russell Thompson, Suzanne Graham, Lawrence Kuh, Walt Van Tilburg, Dick Majewski, Marty Mace, William and Jack Nageotte, Ryan Duffy, Resident of 420 Parkside Drive, Mark Chernisky, Jerrie Barnett, Suzanne Graham, Dennis Moore

COMMITTEE OF THE WHOLE

Charles Ramer, NOPEC, Natural Gas Aggregation

Mayor Sutherland introduced Charles Ramer of the Northeast Ohio Public Energy Council (NOPEC) and advised that the Natural Gas Aggregation Issue on the May 5 ballot passed with an 87% approval rating, the highest in the history of NOPEC.

Mr. Ramer stated that the NOPEC pricing remains very competitive and the current pricing is lower than two of the alternate offers on the PUCO website. He noted that those two lower offers are introductory offers with no guarantee of what might happen to that pricing after the special introductory offer expires. There are no dues or costs to become a NOPEC member. They will not always have the very lowest price but they will be consistently competitive and offer consumer education and consumer engagement. The process to be completed by City Council includes three pieces of legislation which are currently being reviewed by the Law Director. The first is to join NOPEC, the second piece of legislation is called the Plan of Operations and Governance, which is a PUCO Document, and the third is a gas agreement with includes details on the function of the gas program.

Before the legislation is passed, an advertised public hearing will be held on two separate dates, 30 minutes prior to Council meetings. After three readings of the legislation and adoption, the paper work will be processed with the PUCO, opt out letters mailed in July, and the program in place by September.

Mr. Lee stated that he read recently that NOPEC limits the number of homes that can be under the variable program. He asked Mr. Ramer if there is space available for the Bay Village

residents to go into that program. Mr. Ramer stated that nearly all of the Bay Village population can sign up for the variable program. This is the option that generates the two cents savings.

Mr. Vincent asked how many opt out letters are sent out. Mr. Ramer stated that the initial opt out letter goes out with a 21-day opt out period. After the close of that period, another letter, which is more of a post card, goes out that says as a reminder, this is a program that you have defaulted to because you didn't opt out. Also, you can opt out at any time at no cost. The opt out procedure is completed by either mailing in a card or by telephone call.

Mr. Tadych stated that the fixed price option is going to expire in June. When will the July option be announced? Mr. Ramer stated that the market is going back up. The price has been set for three months. They are buying in the gas in two weeks for the months of June, July and August. By the last meeting of June they will have a fixed price for three months. The price will be fixed for three or four months until the market plateaus, at which time they may choose to fix it longer. Customers will get regular notices of how those rates are going to change.

Mr. Ramer thanked everyone for their attention this evening.

ENVIRONMENT, SAFETY AND COMMUNITY SERVICES COMMITTEE

Mr. Lee had no report this evening.

PUBLIC IMPROVEMENTS, STREETS/SEWERS/DRAINAGE COMMITTEE

Handicap Parking Space at United States Post Office on East Oviatt Road

Mr. Tadych advised that an ordinance has been prepared for presentation this evening to amend the traffic control map to provide a handicap parking spot at the United States Post Office on East Oviatt, about 60 feet east of Dover Center Road. Mr. Ebert stated that the installation of this new handicap parking spot at the post office was looked at by Safety Director Thomas, Police Chief Spaetzle, and Fire Chief Lyons to approve the location. The post office was informed and are thrilled to have the handicap accessible spot.

Mrs. Lieske asked if this new handicap parking spot and the amendment of the traffic control map will need to be reviewed by the Planning Commission. Mrs. Lieske noted that anything for parking has been in the plans reviewed by the Planning Commission for any new establishments in the City. Mr. Ebert stated that he does not believe so, because it is just a new handicap parking space. Mr. Ebert will review further and get back to Mrs. Lieske.

Mr. Koomar stated that the ordinance will be placed on first reading this evening.

FINANCE & CLAIMS COMMITTEE – Clark

City Council Compensation

Mr. Clark advised that a proposed ordinance was submitted to Council this weekend. In 2013 the rates of compensation for Ward and At-large-Council Members were fixed through 2017, but the Council President's compensation went only through 2015. An adjustment to the compensation ordinance will be required in order to provide compensation for the President of Council for the term beginning January 1, 2016. Mr. Henderson asked if there is any reason the time frame is different for the Ward Council seats then the other two sets. Mr. Lee asked why some are set for five years and other set for three. Mr. Clark stated that the President of Council and Councilmen-at-large are set for four years. The Ward Councilmen salary is set for two years. Mr. Koomar stated that the salary cannot be increased during the term of office. The existing salary shown for President of Council and Councilmen-at-large for 2015 is the current salary and the increase is for the new term beginning January 1, 2016. The Ward Councilmen serve for two years.

Mrs. Lieske commented that she knows this is a 2% increase and this was approved when it was on the agenda in 2013. Mrs. Lieske was opposed to increases for Council at that time and she continues to be opposed if we are going to be asking residents to be faced with some of the challenges they are faced with. Mr. Koomar stated that due to the economic downturn, for four to five years we took the position of freezing the Council salaries at that point. The percentages proposed are relatively small. We are thousands of dollars behind other cities. If we are giving that 2% percentage for the cost of living to the employees of the bargaining units and administration we are just going to follow suit with Council. Mr. Ebert stated that he did review other cities' compensation. Bay Village is one of, if not the lowest, and meets more often than any of the other Councils in the western suburbs.

Mr. Koomar stated that the ordinance will be presented in June for first reading. The compensation for the ward representatives is the same as what was approved two years ago in the previous ordinance.

PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE

Mrs. Lieske had no report this evening.

RECREATION & PARK IMPROVEMENT COMMITTEE

Mr. Henderson had no report this evening.

SERVICES, UTILITIES & EQUIPMENT COMMITTEE

Microphone and Speaker Update

Mr. Vincent advised that they have been reviewing a microphone and speaker system for both the Council Chambers and the Conference Room for several months. The League of Women

Committee Meeting of Council
May 18, 2015

Voters were kind enough to offer a sum of money, \$10,000 for the \$17,000 project. Mrs. Mahoney and the Mayor would like to look into some other options.

Finance Director Mahoney stated that she appreciates the effort. Unfortunately, it was only one bidder that was presented and she needs at least another couple of other ideas and vendors so that we know we are getting the best for our money.

Mr. Koomar stated that there is an issue of hardwiring the Committee Room versus having a standing microphone so that the Committee Room is not wired all the time. We are going to look into some issues there. The dollar amount is fine for not having multiple bids, so we are happy to step back. Mrs. Mahoney stated that if it were one of her projects she would not have to approach Council because it is under \$50,000, but things are done all the time for lesser amounts asking people to get multiple bids.

Mr. Koomar stated that we can go back and look at options for that Committee Room to meet everyone's needs. The League of Women Voters in their donation would like both rooms covered so we want to be true to that and make sure we had all the details in place before the donation is made. We will step back and take a look at that.

Mr. Vincent asked the Mayor and Finance Director when we will be able to reach a decision. Mayor Sutherland and Mrs. Mahoney stated that they will probably look at it this summer.

MISCELLANEOUS

Mrs. Lieske stated that there are two very large plastic signs affixed to a building by what looked like rope that says "Panorama Restaurant Opening Soon," one on East Oviatt and one on Dover Center Road. Is this something that needs to be approved?

Mr. Ebert stated that it did not come before the City. He will review this matter further and follow-through as necessary.

There will not be a meeting on Monday, May 25, which is Memorial Day.

Mr. Koomar asked Mrs. Mahoney about the contract for Fireworks for the July 4th festivities. Mrs. Mahoney stated that the contract does not have to be approved by City Council since it is under \$50,000. Mr. Koomar asked if multiple bids were received. Mrs. Mahoney and the Mayor stated that multiple bids were requested. One request was not answered and another bid came late.

AUDIENCE

Conda Boyd, West Oakland commended Council for the presentation of the compensation ordinance in a timely manner with opportunity for discussion. As a personal observation, Ms. Boyd feels an increase is merited.

Committee Meeting of Council
May 18, 2015

The meeting adjourned at 7:55 p.m.

Paul Koomar, President of Council

Joan Kemper, Clerk of Council

Display Date(s):

July 4, 2015

CONTRACT

Show No.

S-46

THIS CONTRACT, prepared on the 3 day of February, 2015, and is by and between **AMERICAN FIREWORKS COMPANY**, Hudson, Ohio, as DISPLAY COMPANY and

CITY OF BAY VILLAGE, OHIO, as CLIENT.

WITNESSETH: In consideration of the parties mutual covenants and the terms and conditions all of which are hereinafter stated in this contract, the DISPLAY COMPANY and CLIENT agree as follows:

DISPLAY COMPANY agrees to provide, deliver and display to and for the benefit of CLIENT a certain fireworks show along with operators to fire the display(s). DISPLAY COMPANY shall be responsible for any and all wages, expenses and workers compensation for any and all persons employed by DISPLAY COMPANY and will provide to the CLIENT public liability and property damage insurance in the amount of **\$10,000,000.00** combined single limit, and will add as additional insured the sponsor of the project, the property owner of the location, any property owner in the fallout zone, and any municipality where the shoot is being performed in or any municipality that requests additional insured status, same having been approved and accepted by CLIENT for providing a fireworks display service at:

CAHOON MEMORIAL PARK, 303 CAHOON ROAD, BAY VILLAGE, OHIO

on the following date(s):

SATURDAY, JULY 4, 2015

circumstances permitting. It is understood and agreed that the DISPLAY COMPANY's chief on site pyrotechnician shall make the final determination if the conditions are conducive for a safe and proper fireworks display. In the event that inclement weather or other cause beyond the control of DISPLAY COMPANY should prevent the display on the day(s) above mentioned, the display will then be held on **SUNDAY, JULY 5, 2015**.

CLIENT agrees to pay DISPLAY COMPANY for said fireworks display(s) thereof, the sum of:

ELEVEN THOUSAND DOLLARS (\$11,000.00)

This contract must be executed within thirty (30) days from date DISPLAY COMPANY signed at bottom of second page. If CLIENT does not return the signed contract within thirty (30) days of that date, this contract will be void and a new contract will need to be negotiated. CLIENT agrees to pay the deposit of **FIVE THOUSAND FIVE HUNDRED DOLLARS (\$5,500.00)**, which is Fifty Percent (50%) of the total agreed price, by check made payable to AMERICAN FIREWORKS COMPANY by **April 1, 2015**. CLIENT shall pay the balance of said display(s) upon receipt of invoice after the fireworks display(s), by check made payable to AMERICAN FIREWORKS COMPANY.

CLIENT agrees to provide security to prevent spectators or other unauthorized persons in any area designated by the DISPLAY COMPANY. DISPLAY COMPANY shall provide a detailed site plan to the CLIENT and shall designate the areas where spectators and/or unauthorized persons are prohibited prior to the conducting of the fireworks display(s). The CLIENT shall also provide sufficient security protection for the fireworks and equipment owned by the DISPLAY COMPANY prior to and after the fireworks display(s). The DISPLAY COMPANY shall be responsible for an inspection of the display area and fall out zone for debris and other items related to the fireworks display. The CLIENT shall be responsible for cleanup of any and all refuse attributable to those persons at the fireworks display such as spectators, guests (whether invited or not). Additionally, CLIENT shall assume the liability and pay for any

and all claims, demands, damages or any other request for reimbursement by any person, firm or entity for any damage as a result of the CLIENT's failure to provide proper security for the fireworks display site.

DISPLAY COMPANY will thoroughly inspect the display firing site after completion of the display to ensure that the park grounds are free of any malfunctioning pyrotechnic devices.

CLIENT shall be responsible for all permit fees and fire watch fees necessary to conduct fireworks display. DISPLAY COMPANY shall prepare and secure all permits associated with the fireworks display.

Any alteration or modification to this contract shall be in writing as agreed by the parties. Nothing in this Contract shall be construed or interpreted to mean a partnership, joint venture or employer/employee relationship between the parties hereto; each of the parties hereto being responsible for its or his separate and individual acts, debts and obligations.

It is understood and agreed that the fireworks display herein contracted for by the CLIENT is created particularly for and on account of said contract and specially produced, designed and assembled by DISPLAY COMPANY at the request of CLIENT. As a result, it is agreed to by the parties that the CLIENT may only terminate this contract by giving at least sixty (60) days written notice of cancellation prior to the display date(s). In the event that the CLIENT shall provide cancellation of the contract within the above stated time, the CLIENT shall be responsible for, and shall pay to DISPLAY COMPANY the amount of fifty percent (50%) of the agreed price. In the event that cancellation of the event and/or contract for fireworks display is less than sixty (60) days prior to the event, the CLIENT shall pay to the DISPLAY COMPANY the entire agreed price.

This contract shall be binding upon and insure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns. This contract is not binding if DISPLAY COMPANY is restricted in any manner due to local, state or federal regulations. The person signing this contract on behalf of the CLIENT hereby represents that they have the legal authority to bind and contract for the CLIENT. In the event that there is a breach of this contract, the DISPLAY COMPANY shall be entitled to all damages herein, including reasonable attorney fees.

IN WITNESS WHEREOF, the parties have hereunto set their hand in duplicate the day and year first written on Page One of this contract.

AMERICAN FIREWORKS COMPANY - DISPLAY COMPANY

CITY OF BAY VILLAGE, OHIO - CLIENT

 2-3-15
NANCY J. SORGI, President


SIGNATURE OF TITLE/AGENT

Gerry Mahoney 5-27-15
PRINTED NAME DATE
Director of Finance

Memorandum

To: Mayor and Members of Council
From: Renee Mahoney, Director of Finance
Date: 5/27/2015
Re: 2015 Insurance Renewal

For the 2015/16 insurance renewal 6 companies were quoted. McGowan reached out to 5 carriers of which one did not fully quote all coverages (Darwin National) and one declined to quote (Brit) due to historical loss experience and no confidence that they could compete. We also reached out to Jackson-Dieken who quoted from HCC insurance company. The results are:

One Beacon (incumbent carrier)	\$165,559
Travelers	186,099
Argonaut	144,533
HCC	143,800

It is my recommendation to go forward with Argonaut. The 4 company's coverages are very comparable. The difference between Argonaut and HCC is that Argonaut includes terrorism coverage and coverage for the fireworks and HCC does not therefore the Argonaut coverage is actually a better rate.

I will have an ordinance prepared for the June 1 council meeting in order to accept Argonaut as the City's carrier for the 2015/2016 year.

As a reference our cost for the 2014/2015 year was \$194,264 so it was very successful to re-bid this year. Barring any drastic increase in rates I would recommend staying with Argonaut for at least 3 years and reassessing in 2018 if it would be beneficial to go out for bid again.

Memorandum

To: Mayor and City Council
From: Renee Mahoney, Director of Finance
Date: 5/27/2015
Re: Tax Budget

Please see attached the Tax Budget for the 2016 tax year. This is an annual requirement to be filed with the County by July 20, 2015. The basic reason for the Tax Budget is to justify the need to collect property taxes.

Below is an explanation of the various levies that you will see in Schedule 1:

Currently the City has 3 voted levies per the City's Charter (see Article X attached). These are levies that the citizen of Bay Village voted in on various dates:

Section 10.1: A tax not to exceed 9 mills for the purposes of general operating expenses. The City currently levies 8.26 mills; 6.88 to fund General Fund and .69 to each Police pension and Fire Pension Funds.

Section 10.1 (A) Parks and Recreation levy of .5 mills which the City levies the full amount.

Section 10.1 (B) Paramedic Unit levy of 2.5 mills of which the City currently collects 2.25.

The other amount levied per the Tax Budget is an inside millage of 3.89 mills. This amount is levied per the allotment to levy up to 10 mills for operation of the City as provided by the Constitution of the State of Ohio and is levied without a vote of the citizens. This 10 mill limitation also takes into account the portion allocated to the schools and the County. Historically the City has allocated this inside millage to cover the annual payments in relation to debt.

Often people ask how much revenue would be generated by taking the extra .25 mills for the paramedic levy – estimate is about \$125,000.

Additional revenue generated by taking the extra .74 from Section 10.1 would be about \$370,000.

My recommendation is to leave the tax levies as is for 2016. The City is operating sufficiently at this time with the current taxes levied.

Residents often ask how property taxes are calculated. Here is an example:

\$100,000 home:

1. Take 35% of Fair Market Value = \$35,000
2. Multiply #1 by the Residential millage for Bay Village (155.14)
3. $35,000 \times .15514 = 5,429.90$
4. Multiply #3 by 87.50% - to adjust for rollback and credit.
 - a. $.8750 \times 5,429.90 = \$4,751.16$ – that is estimate for full year.

SECTION 9.8 PUBLIC IMPROVEMENTS.

Public improvements of all kinds may be made by the appropriate department either by the direct employment of the necessary labor and purchase of supplies and materials in the manner herein provided with a separate account as to each improvement so made, or by contract let as provided in the next preceding section either for a closed price or upon a unit basis.

ARTICLE X**TAXATION****SECTION 10.1 LIMITATION ON RATE OF TAXATION.**

For the purpose of paying the current operating expenses of the Municipality and for the purpose of paying any other expense which may lawfully be included within the general levy for the general fund of the Municipality, including the purposes of police and fire pensions, the Council, without a vote of the people, shall have the power to levy on the property in the Municipality listed and assessed for taxation, a tax not to exceed 9 mills on the dollar of assessed valuation, the provision to be effective as an amendment on January 1, 1961. (Ord. 60-64; approved by voters 11-8-60.)

SECTION 10.1(A) LEVY FOR PARKS AND RECREATION.

For purposes of paying towards the expense of the Department of Parks and Recreation, the Council, without a vote of the people, shall have the power to levy on the property of the Municipality listed and assessed for taxation, a tax not to exceed one-half mill on the dollar of assessed valuation. This provision shall be in addition to the limitation provided in present Section 10.1 of the Charter. This provision shall be effective on January 1, 1975. (Ord. 72-144; approved by voters 11-7-72.)

SECTION 10.1(B) CREATION OF A PARAMEDIC UNIT; LIMITATION ON RATE OF TAXATION.

There is established within the Department of Public Safety an emergency Paramedic Unit, and Council shall provide for its organization by ordinance. For purposes of paying toward the capital and operating expenses of the Unit, the Council, without a vote of the people, shall have the power to levy on the property of the Municipality listed and assessed for taxation, a tax not to exceed two and one-half mills on the dollar of assessed valuation beginning with the 1986 tax year. This provision shall be in addition to the limitation provided in present Section 10.1 and present subsection 10.1(A) of the Charter. (Ord. 86-11; approved by voters 5-6-86)

RESOLUTION NO.
INTRODUCED BY:

A RESOLUTION
**ADOPTING A BUDGET FOR THE CITY OF BAY VILLAGE FOR THE
FISCAL YEAR BEGINNING JANUARY 1, 2016 SUBMITTING SAME
TO THE COUNTY FISCAL OFFICER, AND DECLARING AN EMERGENCY.**

WHEREAS, there has heretofore been prepared a tentative budget for the City of Bay Village for the fiscal year beginning January 1, 2016 showing detailed estimates of all balances that will be available at the beginning of the year 2016 for the purpose of such year and of all revenues to be received for such fiscal year, including all general and special taxes, fees, costs, percentages, penalties, allowances, prerequisites and all other types or classes of revenues; also estimates of all said revenues or balances; and otherwise conforming with the requirements of law; and

WHEREAS, the budget will be available for public inspection; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bay Village,
Ohio:

SECTION 1. That the budget of the City of Bay Village for the fiscal year beginning January 1, 2016 as heretofore prepared and submitted to Council, copies of which are on file in the office of the Director of Finance of the City and the Clerk of Council, be and it is hereby adopted as the official budget for the City of Bay Village for the fiscal year beginning January 1, 2016.

SECTION 2. That the Clerk of Council is hereby directed to certify a copy of said budget and a copy of this Resolution to the Cuyahoga County Fiscal Officer, Ohio.

SECTION 3. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and of any committee that resulted in those formal actions were in meetings open to the public in compliance with law.

SECTION 4. That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare, and for the further reason that it is immediately necessary to adopt such budget to provide funds for 2016 wherefore this Resolution shall be in full force and take effect immediately upon its passage and approval by the Mayor.

ADOPTED:

PRESIDENT OF COUNCIL

CLERK OF COUNCIL

APPROVED:

MAYOR

5/27/15 ll

2015 Tax Budget
For The Year Ending December 31, 2015

ALTERNATIVE TAX BUDGET INFORMATION

Political Subdivision/Taxing Unit **CITY OF BAY VILLAGE**

For the Fiscal Year Commencing **JANUARY 1, 2016**

Fiscal Officer Signature _____ Date **July 6, 2015**

COUNTY OF CUYAHOGA

Background
Substitute House Bill No. 129 (HB129) effective June 3, 2002, was enacted by the 124th General Assembly in part to allow a county budget commission to waive the requirement that a taxing authority adopt a tax budget for a political subdivision or other taxing unit, pursuant to Ohio Revised Code (ORC) Section 5705.281.

Ohio Revised Code Section 5705.281
Under the amended version of this section pursuant to HB 129, a county budget commission, by an affirmative vote of a majority of the commission, including an affirmative vote by the county auditor, may waive the tax budget for any subdivision or other taxing unit. However, the commission may require the taxing authority to provide any information needed by the commission to perform its duties, including the division of the tax rates as provided under ORC Section 5705.04.

County Budget Commission Duties
The county budget commission must still certify tax rates to each subdivision or other taxing unit, by March 1 for school districts and by September 1 for all other taxing authorities under ORC Section 5705.36, even when a tax budget is waived. Also, the commission is still required to issue an official certificate of estimated resources under ORC Section 5705.35 and amended official certificates of estimated resources under ORC Section 5705.36.

Therefore, when a budget commission is setting tax rates based on a taxing unit's need, for purposes of ORC Sections 5705.32, 5705.34, and 5705.341, its determination must be based on that other information the commission asked the taxing authority to provide under ORC Section 5705.281, when the tax budget was waived. Also, an official certificate must be based on that other information the commission asked the taxing authority to provide.

County Budget Commission Action
On October 11, 2002, during the Cuyahoga County Budget Commission meeting, the commission with an affirmative vote of all members waived the requirement for taxing authorities of subdivisions or other taxing units (Including Schools) to adopt a tax budget as provided under ORC Section 5705.281, but shall require the filing of this Alternative Tax Budget Information document on an annual basis.

Alternative Tax Budget Information Filing Deadline
For all political subdivisions excluding school districts, the fiscal officer must file one copy of this document with the County Fiscal Officer on or before July 20th. For school districts the fiscal officer must file one copy of this document with the County Fiscal Officer on or before January 20th.

CITY OF BAY VILLAGE, CUYAHOGA COUNTY, OHIO

2015 Tax Budget

For The Year Ending December 31, 2015

GUIDELINES FOR COMPLETING THE ALTERNATIVE TAX BUDGET INFORMATION

SCHEDULE 1

The general purpose of schedule 1 is to meet the requirement of Ohio Revised Code (ORC) Section 5705.04 which requires the taxing authority of each subdivision to divide the taxes levied into separate levies. For help use the schedule B issued by the budget commission for the current year and add any new levies. This will help to ensure that no levies are missed.

In column 1 list only those individual funds which are requesting general property tax revenue. In column 2 purpose refers to the following terms, inside, current expenses, and special levy for example. In column 4 levy type refers to renewal, additional, and replacement for example. In column 9 identify the amount of general property tax you wish to request.

NOTE:

The general purpose of column 9 is to demonstrate the need to produce property tax revenues to cover the estimated expenditures for the budget year. ORC Section 5705.341 states in part:

"Nothing in this section or any section of the ORC shall permit or require the levying of any rate of taxation, whether within the 10 mill limitation or whether the levy has been approved by the electors, the political subdivision or the charter of a municipal corporation in excess of such 10 mill limitation, unless such rate of taxation for the ensuing fiscal year is clearly required by a budget properly and lawfully, adopted under this chapter or by other information required per ORC 5705.281."

Property tax revenue includes real estate taxes, personal property taxes, homestead and rollback, and the personal property 10,000 exempt monies.

SCHEDULE 2

The general purpose of schedule 2 is to produce an Official Certificate of Estimated Resources for all funds. In column 3, total estimated receipts should include all revenues plus transfers in excluding property taxes and local government revenue. All taxing authority must submit a list of all tax transfers.

SCHEDULE 3

The general purpose of schedule 3 is to provide inside/charter millage for debt service. The basic security for payment of general obligation debt is the requirement of the levy of ad valorem property taxes within the 10 mill limitation imposed by Ohio law. Ohio law requires a levy and collection of ad valorem property tax to pay debt service on general obligation debt as it becomes due, unless that debt service is paid from other sources.

SCHEDULE 4

The general purpose of schedule 4 is to provide for the proper amount of millage to cover debt service requirements on voted bond issues. Major capital improvement projects are sometimes financed through the use of voted bonds. The taxing authority seeks voter approval of general obligation bonds and of the levy of property taxes outside the indirect debt limitation in whatever amount is necessary to pay debt service on those bonds.

SCHEDULE 5

The general purpose of schedule 5 is to properly account for tax anticipation notes. See schedule 5 for more details.

**2015 Tax Budget
For The Year Ending December 31, 2015**

DIVISION OF TAXES LEVIED
(Levies Inside & Outside 10 Mill Limitation, Inclusive Of Debt Levies)
(List All Levies Of The Taxing Authority)

SCHEDULE 1

I	II	III	IV	V	VI	VII	VIII	IX
Fund	Purpose	Authorized By Voters On MM/DD/YY	Lewy Type	Number Of Years Lewy To Run	Tax Year Begins/ Ends	Collection Year Begins/ Ends	Maximum Rate Authorized	\$ AMOUNT Requested Of Budget Commission
General Fund	Special Levy	11/8/1960	Continuing	Continuing	1/1/15 - 12/31/15	1/1/16 - 12/31/16	6.88 Mills	\$ 3,541,943
Police Pension Special Revenue Fund	Special Levy	11/8/1960	Continuing	Continuing	1/1/15 - 12/31/15	1/1/16 - 12/31/16	0.69 Mills	\$ 355,224
Fire Pension Special Revenue Fund	Special Levy	11/8/1960	Continuing	Continuing	1/1/15 - 12/31/15	1/1/16 - 12/31/16	0.69 Mills	\$ 355,224
Parks and Recreation Special Revenue Fund	Special Levy	11/7/1972	Continuing	Continuing	1/1/15 - 12/31/15	1/1/16 - 12/31/16	0.50 Mills	\$ 257,409
Emergency Paramedic Special Revenue Fund	Special Levy	5/6/1986	Continuing	Continuing	1/1/15 - 12/31/15	1/1/16 - 12/31/16	2.25 Mills	\$ 1,158,339
Total Special Revenue Funds							4.13 Mills	\$ 2,126,195
Bond Retirement	Inside Millage		Continuing	Continuing	1/1/14 - 12/31/14	1/1/15 - 12/31/15	3.89 Mills	\$ 2,002,639
Totals								\$7,670,778

CITY OF BAY VILLAGE, CUYAHOGA COUNTY, OHIO

2015 Tax Budget

For The Year Ending December 31, 2015

STATEMENT OF FUND ACTIVITY

(List All Funds Individually)

SCHEDULE 2

I Fund BY Type	II Beginning Estimated Unencumbered Fund Balance	III Property Taxes and Local Government Revenue	IV Other Sources Receipts	V Total Resources Available for Expenditures	VI Total Estimated Expenditures & Encumbrances	VII Ending Estimated Unencumbered Balance
General Fund Group						
General Fund	\$ 1,118,970	\$ 3,891,943	\$ 7,249,691	\$ 12,260,604	\$ 11,152,032	\$ 1,108,572
General Reserve	388,929	-	-	388,929	-	388,929
Total General Funds	1,507,899	3,891,943	7,249,691	12,649,533	11,152,032	1,497,501
Special Revenue Fund Group						
Paramedic	116,462	1,158,339	-	1,274,801	1,069,100	205,701
Parks and Recreation	29,335	257,409	625,042	911,786	911,485	301
Community Gym Fund	47,698	-	8,084	55,782	10,000	45,782
Play in Bay	951	-	-	851	-	851
Bay Family Services	2,745	-	42,400	45,145	42,400	2,745
Community Diversion Program	9,027	-	5,400	14,427	5,400	9,027
Bay Bike and Skate Park	918	-	-	918	-	918
Equipment Replacement	32,051	-	925,000	957,051	925,000	32,051
Private Property Maintenance	53,296	-	35,000	88,296	23,255	65,041
State Highway	24,212	-	50,905	75,117	50,000	25,117
Street Maintenance and Repair	15,217	-	1,855,015	1,870,232	1,869,530	702
Police Pension	14,574	355,224	-	369,798	362,202	7,596
Fire Pension	2,822	355,224	125,821	483,967	483,510	457
Accrued Benefits	9,157	-	147,420	156,577	140,000	16,577
Endowment Trust	1,931	-	3,650	5,581	5,200	381
Senior Programs	19,338	-	38,100	57,438	50,500	6,938

2015 Tax Budget
For The Year Ending December 31, 2015

STATEMENT OF FUND ACTIVITY

(List All Funds Individually)

SCHEDULE 2

I	II	III	IV	V	VI	VII
Fund BY Type	Beginning Estimated Unencumbered Fund Balance	Property Taxes and Local Government Revenue	Other Sources Receipts	Total Resources Available for Expenditures	Total Estimated Expenditures & Encumbrances	Ending Estimated Unencumbered Balance
Police Trust	44,744	-	18,250	62,994	4,500	58,494
DARE	565	-	-	565	-	565
Grant Commission	545	-	-	545	-	545
Total Special Revenue Funds	425,488	2,126,195	3,880,167	6,431,851	5,952,082	479,799
Debt Service Fund Group						
Bond Retirement Fund	6,048,926	2,002,639	3,101,306	11,152,871	4,579,935	6,572,936
Bond Retirement Special Fund	19,104	-	-	19,104	-	19,104
Total Debt Service Funds	6,068,030	2,002,639	3,101,306	11,171,975	4,579,935	6,592,040
Capital Project Fund Group						
Bassett Road	4,897	-	-	4,897	-	4,897
Walker Road	8,706	-	-	8,706	220	8,486
Public Improvement	107,305	-	280,000	387,305	240,000	147,305
Service Sait Garage	-	-	-	-	-	-
Bradley Road Improvement	-	-	-	-	-	-
Infrastructure Improvement Fund	1,638,632	-	134,000	1,972,632	-	1,972,632
Municipal Buildings Improvement	1,671,308	-	14,140	1,685,448	54,140	1,631,308
Public Buildings	29,308	-	-	29,308	-	29,308
Total Capital Project Funds	3,660,156	-	428,140	4,088,296	294,360	3,793,936
Enterprise Fund Group						
Swimming Pool	108,348	-	340,000	448,348	405,212	43,136
Sewer Fund	3,762	-	2,618,500	2,622,262	2,617,389	4,873
Total Enterprise Funds	112,110	-	2,958,500	3,070,610	3,022,601	48,009

CITY OF BAY VILLAGE, CUYAHOGA COUNTY, OHIO

2015 Tax Budget

For The Year Ending December 31, 2015

STATEMENT OF FUND ACTIVITY

(List All Funds Individually)

SCHEDULE 2

I Fund BY Type	II Beginning Estimated Unencumbered Fund Balance	III Property Taxes and Local Government Revenue	IV Other Sources Receipts	V Total Resources Available for Expenditures	VI Total Estimated Expenditures & Encumbrances	VII Ending Estimated Unencumbered Balance
Internal Service Fund Group						
Health Insurance	1,664,960	-	1,664,970	3,349,830	1,420,920	1,928,910
General Insurance	627	-	201,000	201,627	200,600	1,027
Workers Compensation	132,549	-	110,280	242,829	230,444	12,385
Total Internal Service Funds	1,798,036	-	1,986,250	3,794,286	1,851,964	1,942,322
Trust Funds						
Cahoon Income	13,014	-	76,750	89,764	66,200	21,564
Cahoon Park Trust	77,928	-	2,225	80,153	3,300	76,853
Cahoon Library	25,944	-	10,600	36,544	8,000	28,544
Waideck Estate Trust	164,440	-	100	164,540	5,500	159,040
Dwyer Fund	54,431	-	2,000	56,431	5,000	51,431
Community Gardens	13,747	-	5,000	18,747	2,500	16,247
Total Trust Funds	349,504	-	96,675	446,179	92,500	353,679
Security Deposit Funds						
Building Deposit Fund	68,205	-	44,000	112,205	30,000	82,205
Security Deposit Fund	2,965	-	22,000	24,965	22,000	2,965
Total Security Deposit Funds	71,170	-	66,000	137,170	52,000	85,170
TOTAL ALL FUNDS	\$ 13,992,393	\$ 8,020,778	\$ 19,776,729	\$ 41,789,900	\$ 26,997,474	\$ 14,792,426

**2015 Tax Budget
For The Year Ending December 31, 2015**

UNVOTED GENERAL OBLIGATION DEBT

(Include General Obligation Debt To Be Paid From Inside/Charter Millage Only)
(Do Not Include General Obligation Debt Being Paid By Other Sources)

Fiscal Officer Signature _____ Date **July 6, 2015**

SCHEDULE 3

I Purpose Of Bonds Or Notes	II Date Of Issue	III Final Maturity Date	IV Principal Amount Outstanding At The Beginning Of The Calendar Year	V Amount Required To Meet Calendar Year Principal & Interest Payments	VI Amount Receivable From Other Sources To Meet Debt Payments
2002 Various Purpose	2002	December 1, 2022	\$1,035,000	\$254,430	
2009 Various Purpose	2009	December 1, 2016	\$175,000	\$180,075	
2010 Various Purpose	2010	December 1, 2017	\$150,000.00	\$78,975.00	
2011 Police Station Refinance	2011	December 1, 2031	\$1,300,000.00	\$140,813.00	
2012 Police Station Refinance	2012	December 1, 2030	\$3,005,000.00	\$351,760.00	
2012 Various Purpose	2012	December 1, 2022	\$975,000.00	\$222,466.00	
2014 Various Purpose	06/11/15	June 1, 2016	\$3,311,000.00	\$3,344,110.00	
Totals			\$9,951,000.00	\$4,572,629.00	\$0.00

**Public Hearing for Natural Gas Aggregation
will be held at 7:00 p.m.**

Agenda, Bay Village City Council
Regular Meeting, Council Chambers

June 1, 2015
8:00 p.m.

Caucus 7:30 p.m. Conference Room
(Public Welcome)

Dwight Clark, Vice President of Council, Presiding
Pledge of Allegiance/ Dwight Clark, Councilman-at-large
Roll Call
Reading of Minutes – Regular Meeting of Council –May 18, 2015

ANNOUNCEMENTS

SAFEbuilt Donation of \$1,000 for Clock Tower Repairs

REPORTS

Mayor Sutherland	Director of Community Services Selig
Director of Law Ebert	Police Chief Spaetzle
Director of Finance Mahoney	Fire Chief Lyons
Director of Recreation Enovitch	
Director of Public Service/Safety Thomas	

COMMUNICATIONS

AUDIENCE

COMMITTEE OF THE WHOLE

ENVIRONMENT, SAFETY & COMMUNITY SERVICES COMMITTEE – Mr. Lee

Ordinance authorizing the Mayor to enter into an extension of the Lease Agreement with Village Bike Co-op for the Real Estate located at 303 Cahoon Road, and declaring an emergency.

FINANCE AND CLAIMS- Mr. Clark

Ordinance fixing the salary of the President and Members of Council and Repealing Ordinance No. 13-44, and declaring an emergency. (First Reading)

Ordinance authorizing the Mayor to enter into an agreement with American Fireworks Company for the 2015 July 4th Fireworks Display, and declaring an emergency.

Agenda
Regular Meeting of Council
June 1, 2015

Ordinance authorizing the Mayor to enter into an agreement with the McGowan Insurance Agency as Agents of Argonaut Insurance for Public Officials Liability, Law Enforcement Professional and Firefighters Professional Liability, General Liability, Automobile Physical Damage and Liability, Property and Equipment, Boiler & Machinery and Crime Coverage, and Umbrella Insurance, and declaring an emergency.

PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE – Mrs. Lieske

Motion to refer Ordinance No. 15-43 amending the Traffic Control Map and File of the City by enacting new handicap parking space, and declaring an emergency to the Planning Commission per 7.4 of the Charter of the City of Bay Village.

PUBLIC IMPROVEMENTS/STREETS/SEWERS/DRAINAGE COMMITTEE-Mr. Tadych

RECREATION AND PARK IMPROVEMENTS COMMITTEE – Mr. Henderson

SERVICES, UTILITIES & EQUIPMENT COMMITTEE – Mr. Vincent

Ordinance authorizing the City to enter into the Northeast Ohio Public Energy Council (NOPEC) and the Execution and Delivery of the Agreement Establishing NOPEC and approving the Bylaws of NOPEC, and declaring an emergency. (First Reading)

Ordinance authorizing the City to enter into a Natural Gas Program Agreement with the Northeast Ohio Public Energy Council (“NOPEC”), and declaring an emergency (First Reading)

Ordinance approving the Plan Of Operation and Governance for the NOPEC Gas Aggregation Program for the purpose of Jointly Establishing and Implementing a Gas Aggregation Program, and declaring an emergency. (First Reading)

MISCELLANEOUS

CAHOON MEMORIAL PARK TRUSTEES

Procedure

Section 2.14 - Effective Date
C.O. 111.10 - Council Rules for Legislation

Roll call on suspension of Charter Rules:

Every ordinance or resolution shall be read on three different days unless two-thirds (2/3) of the total number of Council members provided for in this Charter dispense with the rules.

Roll call on suspension of Council Rules:

No ordinance or resolution shall be passed unless a written copy thereof is before the Council ...at least 24 hours before any meeting of Council at which action...is contemplated.

Roll call on inclusion of the emergency.

All ordinances and resolutions shall become effective forty (40) days after their passage by Council unless a later effective date is set forth or an earlier date is established. Resolutions to initiate any public improvement shall become effective immediately upon their passage and approval by the Mayor.

It is required that two-thirds (2/3) of the total number of Council members provided for by this Charter vote affirmatively to enact with the emergency. This clause allows legislation to become effective immediately upon passage and approval by the Mayor.

NOTE: Regular and Special Meetings of Council are scheduled for 8:00 p.m. However, Council generally meets informally at 7:30 p.m. prior to a Regular or Special meeting, and said portion, usually held in the conference room, is open to the public.

CITY OF BAY VILLAGE

Council Minutes, Regular Meeting
Council Chambers 8:00 p.m.

May 18, 2015

Paul A. Koomar, President of Council, presiding

Present: Clark, Henderson, Koomar, Lee, Lieske, Tadych, Vincent, Mayor Sutherland

Also Present: Law Director Ebert, Finance Director Mahoney

Mr. Koomar called the Regular Meeting of Council to order at 8:00 p.m. in the Council Chambers of Bay Village City Hall, with roll call and the Pledge of Allegiance led by Jack Nageotte and Ryan Duffy, Boy Scout Troop No. 729, present for their Citizenship in Community Merit Badge.

Following the roll call, Mr. Koomar called for a reading of the Minutes of the Special Meeting of Council held May 11, 2015. Mr. Clark **MOVED** to dispense with the reading and accept the minutes of May 11, 2015 as prepared and distributed. Motion carried 7-0. Mr. Koomar called for a reading of the minutes of the Meeting of the Cahoon Memorial Park Trustees held May 11, 2015. Mr. Clark **MOVED** to dispense with the reading and accept the minutes of the meeting of the Cahoon Memorial Park Trustees held May 11, 2015 as prepared and distributed. Motion carried 8-0.

REPORTS

Mayor Sutherland reported that Fire Chief Lyons has received the Ohio Fire Chiefs' Associations Credentials Certification. The designation seeks to provide independent verification and certification of fire chiefs in the state. Each applicant is measured against a predetermined set of standards, designed to measure all facets of a fire chief's career, including experience, education, training and professional development. The application is reviewed by a panel of the chief's peers statewide. If the applicant meets the standards of the review, the credential is bestowed upon the officer by vote of the Board of Directors of the Association. Of the 1200 fire chiefs in Ohio, Chief Lyons is only one of 24 who have earned this distinction.

Law Director Ebert had no report this evening.

Finance Director Mahoney had no report this evening.

AUDIENCE

The following members of the audience signed in this evening: Patrick McGannon, Lydia DeGeorge, David Madigan, Conda Boyd, Pam Cottam, Karen and Alex Dade, Randy Risch, Russell Thompson, Suzanne Graham, Lawrence Kuh, Walt Van Tilburg, Dick Majewski, Marty Mace, William and Jack Nageotte, Ryan Duffy, Resident of 420 Parkside Drive, Mark Chernisky, Jerrie Barnett, Suzanne Graham, Dennis Moore.

Minutes of Regular Meeting
Bay Village City Council
May 18, 2015

Lydia DeGeorge, West Oakland Road, stated that she needs to be clear on this microphone issue. Mrs. DeGeorge addressed Mayor Sutherland, stating that she has known about this for quite a while but it was only two weeks ago that the residents heard there was some concern on her part. Mrs. DeGeorge asked what took so long to be concerned about a microphone being in the committee room when this is one of the things that Councilman Vincent is so passionate about.

Mayor Sutherland stated that part of the reason is that there was a piece of information that was missing. The Mayor did not get the letter from the League of Women Voters and it is not that they don't want to go forward with it, they just want to make sure they have the latest and greatest technology. There is also another side of this. If we are going to post this on the website, none of this has been figured into it. It is an evolving project. We want to work on it this summer. We'll get it done but we just want to make sure we do our due diligence. The Finance Director doesn't think that has been done to her satisfaction. We are going to do our due diligence.

Mr. Koomar stated that since that is a Council project he will be working with the Mayor.

Mrs. DeGeorge stated that another of her concerns is that it is being worked on in the summer and Council is on recess.

Mr. Koomar stated that they will work on it. He would like to go back to the current vendor with a couple of questions, and if needs to be farmed out he can help Mrs. Mahoney with that aspect. From a timing standpoint had we accepted the donation tonight we might have had it installed for one of the last meetings in June. Being on recess we are not losing much from a meeting standpoint but to the Mayor's point we do want to keep it moving so we are up and running when we come back in September.

Mayor Sutherland stated that she would actually prefer to do video and audio in the Council Chambers. Mrs. DeGeorge asked why the Committee room would not be included. Mayor Sutherland stated that the Committee room is utilized by the City for a lot of other things than just the Committee meetings, and Council can come to the Chambers for their committee meetings.

Mrs. DeGeorge stated that this has been discussed in the past and the Mayor did not raise her concerns then. They are being raised now, and Mrs. DeGeorge stated that she is also concerned while they are looking into it this summer there is going to be another roadblock that may be uncovered and thrown at this opportunity. The Committee room is the room where the magic happens, and that is where the residents learn what is going on.

Mr. Koomar stated that this was a concern of Council and to the Mayor's point of its being used for other uses, he understands that, and what they talked about today was some type of microphone that can be removed so that during the week she doesn't have the concerns. Mr. Koomar expressed confidence that Council can work through this and the goal would be to accept the donation at a special meeting or some time when it is appropriate so this can be up and running and functioning in September.

Minutes of Regular Meeting
Bay Village City Council
May 18, 2015

Pam Cottam, East Oakland Road, asked if it is possible as this is discussed in the summer that the discussions are made public.

Mrs. Mahoney stated that historically when she has any kind of project we do our due diligence, and then she brings it to Council and present the options. Nothing is going to be done without Council's approval.

Mr. Koomar stated that we always have a few special meetings and any work with any other vendors would be on the Committee session for discussion before moving forward. Mr. Koomar added that he has no problem with any new ideas as we move forward to make sure that the League is kept current.

Mrs. Cottam stated that she just wants to make sure that they are privy to the discussions in the summer, because it affects them as well.

Conda Boyd, stated that she was chair of the League of Women Voters Bay Village Chapter during the time that this initially came up and was in all of the meetings and present for all of the discussions from the very first. Recordings on the website were discussed consistently throughout every meeting that they had on this topic, and she just wants to correct the record, and asked Mr. Koomar if he agreed. Mr. Koomar stated that there has been lots of discussion, but at this point this is where we are. Ms. Boyd stated that it where we are but she wants the record to show that, at least from the League's point of view, and if we were to go back and look at the minutes, posting the recordings to the website has been there from the very beginning, as has the discussion about having the recording equipment in both rooms. I understand the concern about being able to remove the equipment during the week for meetings that are not public, but public meetings should be public and it is a service to the citizens of Bay Village to have the recordings available. It will get people more interested in city government; it will keep people more informed about city government. Mr. Henderson can listen to the podcasts as he makes his way around the exercise equipment at Cahoon Memorial Park.

Mayor Sutherland stated that these meetings are all recorded. Anybody who wants to listen to a tape you can just contact Joan and listen to the tape. We just have to figure out how to do the uploading piece. I don't think we have enough space on our website. We have to work through all those technical issues. We'll get it done.

Lawrence Kuh, West Oviatt, stated that he is present this evening as a representative of the Bay Village Bike Cooperative as well as Boy Scouts of America. The purpose tonight to talk to Council is to present a primitive campsite project here in Bay Village and refer it to the Recreation Committee of Council. Pat McGannon distributed a copy of the proposal. Mr. Kuh noted that the proposal came out this last year through the Bike Cooperative and certain ideas of Mr. Kuh's. They collaborated with the Boy Scouts and Girl Scouts who are interested in making a collaborative effort in having three primitive campsites in Cahoon Memorial Park. The proposal includes a map location of where those locations are with one shared fire ring, and a permit fee that would offset any costs, such as insurance, that the City would have. The campsite

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would be a pack-in, pack-out mentality and the directive of the Scouts is to have each of the troops being in charge of one month. They would twice a month monitor the location, check it for cleanliness and make sure things are being handled appropriately. One of the other things is that they want to make sure this process is done correctly so they have met with Recreation Director Enovitch and he said that the reservation system they have proposed fits into their existing reservation system. They have met with the Police and Fire Chief who have expressed support of the concept. Permits would be accessible through the Police Department so that they are aware of anyone using the sites. There is an additional \$5.00 per car fee to minimize the use of cars in the area. They have also spoken with the Building Director about the fire ring and he was enthusiastic about the project as well, and gave recommendations of approved fire circles that could be recommended to Council. They also met with Mayor Sutherland and Mr. Ebert at the onset of the proposal to make sure they were following the necessary procedures. It is hoped that the project will promote the area businesses.

Randy Risch, Scout Master from Troop 41, resident of Osborn Road, stated that the Boy Scouts, Troop 41, Troop 159, Troop 235, Troop 729 and Girl Scouts of the City, have looked at this as a project that would be for the youth of the City, not just members of the Scouts. The concept is "leave no trace" which means you walk in with everything and you take it away. Picnic tables are not used. The groups would be limited to two tents per site for 6 people from individual families or small youth groups. There are various points for the Recreation Committee to consider, such as the number of nights for the campsites. In the packet is an illustration of the Cuyahoga Valley National Park Conservancy five sites and fire ring located behind the Stanford House in the Boston Mills Area. Campers are not allowed unless they are registered and a guard house is provided for check in. Many of the procedures outlined in the Cuyahoga Valley Conservancy have been used to model the Bay Village proposal. An information board for Disc Golf would be used for the information board for the campsites. Individual sites would have small camping stoves, with one fire ring for the collective sites. The campsites would be used by Bay Village residents and their guests only.

Mr. Ebert stated that the project coordinators would have to acquire their own insurance, because it is not part of the Recreation Program of the City. Mr. Kuh expressed hope that this would be referred to the Recreation and Parks Improvement Committee to work out more details.

Mr. Koomar asked what the plans are for use of restrooms since the Bay Village restrooms are locked at night. Mr. Kuh stated that the restrooms at the soccer shed were open 24/7 at one point. Mr. Koomar stated that they were locked due to vandalism.

Mr. Koomar asked if they have approached the Metroparks who have restrooms open 24/7. Mr. Pat McGannon stated that since the activity is for Bay Village residents and guests they had hoped to use the Bay Village parks.

Mr. Henderson asked Mr. McGannon to explain the tie-in to a certain bicycle route. Mr. McGannon stated that there is a national bike route that goes through Bay Village from Maine to Washington State. Probably around 200 people from all around the world bike through Bay Village throughout the summer. Generally the people who do this are well-to-do as it requires

taking several months off of work. The idea is that they would be able to use the site and benefit the residents of Bay Village with this exposure. Mr. Lee noted that there are also a lot of bike riders circling Lake Erie.

Mr. Tadych asked how the insurance arrangements would work for these people passing through the City. Would that be done through the Bike Cooperative? Mr. Ebert will study the Cahoon Will and other aspects of the proposal further.

Mrs. Lieske asked Mr. Ebert to look at the Cahoon Will in terms of someone wanting to stay on a Saturday night, or Sunday night. A reservation might indicate some type of organized activity.

ENVIRONMENT, SAFETY & COMMUNITY SERVICES COMMITTEE

Mr. Lee had no report this evening.

FINANCE AND CLAIMS COMMITTEE

Mr. Clark reported that there is an accumulation of unpaid charges for sewer rental, refuse collection, grass cutting, tree removal and sidewalk repair for the 2015 year. The following ordinances will place these unpaid charges on the tax duplicate of each property owner who has not paid for these charges. For the year 2014, there is about \$223,000 in total for unpaid sewer rental and trash collection. Mr. Clark noted that these are treated as special assessments and are collected to the total dollar amount. If the fees were treated as property tax, the City would only get 17 cents to the dollar.

Mr. Clark introduced **Resolution No. 15-39** certifying unpaid sewer rental and refuse collection charges to the Cuyahoga County Fiscal Officer for collection, and declaring an emergency, and moved for adoption.

Mr. Henderson stated that he is surprised by the 1016 households in the City of Bay Village who have not paid their charges. Mrs. Mahoney has mentioned this it is not dissimilar to previous years. Mr. Henderson asked what percentage of these people pay their sewer bills when they are sent to the County. Mrs. Mahoney stated that in 2013 the City assessed about \$180,000 and collected \$189,000 in the following year, realizing that in 2014 you are also collecting for the prior years. Mr. Clark noted that the numbers track very closely to the budgeted numbers.

Mr. Tadych asked if most of the collections are for an entire year's sewer bills. Mrs. Mahoney referred to Mr. Koomar's comment of about \$200.00 per parcel. An entire year is about \$400. A \$10.00 per quarter late fee is added to the unpaid charges certified. For sidewalk, grass, sidewalks, and tree removal there is an administrative fee added of 6%. The County also adds another 1%.

Mr. Koomar asked what the ordinance states to be added to the bill. Mrs. Mahoney stated that it is 6% for the City and 1% for the County, except for the sewer.

Mr. Henderson asked if there is any thought as to why the residents are not paying their charges prior to them being sent to the County Auditor for collection. Mrs. Mahoney stated that they probably incorrectly add that amount of their property tax on their income tax filing. They may believe they are getting a credit.

Mr. Lee asked if the residents receive some notice if they don't pay it by a certain date they are subject to the additional 6% charge. Mrs. Mahoney stated it is so noted on the bill.

Mrs. Lieske asked if the list of the certifications is available in Mrs. Mahoney's office. Mrs. Mahoney stated that the list is parcel numbers and the dollar amounts.

There being no further discussion, Mr. Koomar called for a vote on the motion for adoption of Resolution No. 15-39.

Roll Call on Suspension of the Charter Rules:

Yeas- Clark, Henderson, Koomar, Lee, Lieske, Tadych, Vincent

Nays -None

Roll Call on Suspension of the Council Rules:

Yeas – Clark, Henderson, Koomar, Lee, Lieske, Tadych, Vincent

Nays – None.

Roll Call on Use of the Emergency Clause:

Yeas- Clark, Henderson, Koomar, Lee, Lieske, Tadych, Vincent

Nays -None

Roll Call on Adoption:

Yeas– Clark, Henderson Koomar, Lee, Lieske, Tadych, Vincent

Nays–None.

Mr. Koomar announced adoption of Resolution No. 15-39, an emergency measure, by a vote of 7-0.

Mr. Clark introduced **Resolution No. 15-40** certifying unpaid grass cutting and cleaning charges to the Cuyahoga County Fiscal Officer for collection, and declaring an emergency, and moved for adoption.

There being no further discussion, Mr. Koomar called for a vote on the motion for adoption of Resolution No. 15-40.

Roll Call on Suspension of the Charter Rules:

Yeas- Henderson, Koomar, Lee, Lieske, Tadych, Vincent, Clark

Nays -None

Roll Call on Suspension of the Council Rules:

Yeas – Henderson, Koomar, Lee, Lieske, Tadych, Vincent, Clark

Nays – None.

Roll Call on Use of the Emergency Clause:

Yeas- Henderson, Koomar, Lee, Lieske, Tadych, Vincent, Clark

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Nays -None

Roll Call on Adoption:

Yeas– Henderson Koomar, Lee, Lieske, Tadych, Vincent, Clark

Nays–None.

Mr. Koomar announced adoption of Resolution No. 15-40, an emergency measure, by a vote of 7-0.

Mr. Clark introduced **Resolution No. 15-41** certifying unpaid sidewalk repair and/or construction charges to the Cuyahoga County Fiscal Officer for collection, and declaring an emergency, and moved for adoption.

There being no further discussion, Mr. Koomar called for a vote on the motion for adoption of Resolution No. 15-41.

Roll Call on Suspension of the Charter Rules:

Yeas- Koomar, Lee, Lieske, Tadych, Vincent, Clark, Henderson

Nays -None

Roll Call on Suspension of the Council Rules:

Yeas – Koomar, Lee, Lieske, Tadych, Vincent, Clark, Henderson

Nays – None.

Roll Call on Use of the Emergency Clause:

Yeas- Koomar, Lee, Lieske, Tadych, Vincent, Clark, Henderson

Nays -None

Roll Call on Adoption:

Yeas– Koomar, Lee, Lieske, Tadych, Vincent, Clark, Henderson

Nays–None.

Mr. Koomar announced adoption of Resolution No. 15-41, an emergency measure, by a vote of 7-0.

Mr. Clark introduced **Resolution No. 15-42** certifying unpaid tree removal charges to the Cuyahoga County Fiscal Officer for collection, and declaring an emergency, and moved for adoption.

There being no further discussion, Mr. Koomar called for a vote on the motion for adoption of Resolution No. 15-42.

Roll Call on Suspension of the Charter Rules:

Yeas- Lee, Lieske, Tadych, Vincent, Clark, Henderson, Koomar

Nays -None

Roll Call on Suspension of the Council Rules:

Yeas –Lee, Lieske, Tadych, Vincent, Clark, Henderson, Koomar

Nays – None.

Roll Call on Use of the Emergency Clause:

Yeas- Lee, Lieske, Tadych, Vincent, Clark, Henderson, Koomar
Nays -None

Roll Call on Adoption:

Yeas-Lee, Lieske, Tadych, Vincent, Clark, Henderson, Koomar
Nays-None.

Mr. Koomar announced adoption of Resolution No. 15-42, an emergency measure, by a vote of 7-0.

PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE

Mrs. Lieske had no further report this evening.

PUBLIC IMPROVEMENTS/STREETS/SEWERS/DRAINAGE COMMITTEE

Mr. Koomar advised that he received a letter from a Bruce/Russell/Douglas area resident whose property had been tested but he had not received a letter from the Service Department. Mayor Sutherland stated that there was a letter that was dropped in the mail Friday afternoon. If it was not delivered on Saturday it should have been delivered today. The letter explains in essence that there has been a bit of an engineering epiphany so the City has dropped back. They are doing some additional testing and hope to be back to the residents in about a month with a couple of new ideas. While it may not be applicable to every single piece of property, there may be some significant savings and the City would like to finish their due diligence before they move forward.

Mr. Koomar stated that he had asked Service Director Thomas for the courtesy of having Council copied on these letters, and requested that the Mayor reinforce that to Director Thomas. Mr. Koomar asked if there would be an update mid-June, or in July if necessary so the City can finish their work. Mayor Sutherland stated that they are hoping they can get it done so they can lay out the revised plan. Mr. Koomar stated that he had a chance to talk with Mr. Thomas and City Engineer Bob Greytak about programs in Boston that are on their website regarding storm sewer disconnects. He would like to incorporate these suggestions and other questions from residents when they come back to Council.

Mr. Tadych introduced **Ordinance No. 15-43** amending the Traffic Control Map and File of the City by enacting new handicap parking space, and declaring an emergency. Mr. Tadych stated that this is a great thing and will help people.

Ordinance No. 15-43 was placed on First Reading.

Mr. Koomar stated that as part of the earlier discussion, Mr. Ebert will also follow up with any requirements of the Planning Commission that will be either needed or not needed.

Mr. Henderson asked if the emergency clause is necessary for the ordinance.

Mayor Sutherland stated that they would like to move forward as quickly as possible because there are seniors that are very much inconvenienced by having to park in the parking lot and it is difficult for them to walk across the street. The only other handicap space is back in the parking lot, which is even farther to walk.

Mr. Vincent stated that he would like to add for the benefit of all the citizens, that when a resident has a question they should reach out to a member of Council. Mr. Vincent received the request for this parking space from a resident. Mr. Vincent subsequently reached out to Law Director Ebert and Service Director Thomas who arranged for the parking spot immediately. He urged those who see concerns around the City to reach out to a member of Council.

Mayor Sutherland stated that she sees no reason to hold up the marking of the spot as handicap any longer.

Mr. Lee noted that it is an existing parking spot on the street; it is just going to be assigned and marked as handicap.

Mr. Henderson stated that the only reason he is asking is that the parking spot has been there forever without being designated as handicap and he is curious why it is important that it be made handicap within the 40 days. Mayor Sutherland responded that when it is a simple fix, why wait.

Mr. Koomar stated that there was an issue in Bay Square Shopping Center a number of years ago when a woman who was disabled did not have access to a handicap parking spot near a video store. In working with the property owner, they were asked for one spot since the woman was a frequent visitor and it was a hardship for her. They were nice enough to accommodate those needs very quickly.

Mr. Henderson thanked all for their explanations.

RECREATION AND PARK IMPROVEMENTS COMMITTEE

Mr. Henderson had no further report this evening.

SERVICES, UTILITIES & EQUIPMENT COMMITTEE

Mr. Vincent had no further report this evening.

MISCELLANEOUS

Motion by Clark to adjourn regular meetings of City Council for the months of July and August, in accordance with Section 2.10 of the Bay Village City Charter, with special meetings called as necessary.

Motion passed 7-0.

Minutes of Regular Meeting
Bay Village City Council
May 18, 2015

The motion to convene to Executive Session for the discussion of insurance contracts was removed from tonight's agenda.

There being no further business to discuss, the meeting adjourned at 8:44 p.m.

Paul A. Koomar, President of Council

Joan Kemper, Clerk of Council

SAFEbuilt.
 3755 Precision Drive, Ste 140
 Loveland, CO 80538
 970-292-2200

VetraBank Colorado
 23-315/1020

009728

5/11/2015

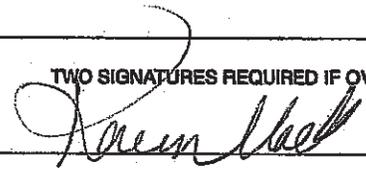
PAY TO THE ORDER OF City of Bay Village

\$*****1,000.00*

*ONE THOUSAND AND XX / 100

DOLLARS

TWO SIGNATURES REQUIRED IF OVER \$1,000.00



EMO City of Bay Village
 Community Services Department
 300 Bryson Lane
 Bay Village, OH 44140

AUTHORIZED SIGNATURE

⑈009728⑈ ⑆102003154⑆4044916486⑈

SAFEbuilt.

009728

Date	Invoice Number	Comment	Amount	Discount Amount	Net Amount
5/11/2015	CLOCK TOWER	Clock Tower Restoration Fund	1,000.00	0.00	1,000.00
					0.00

CERTIFICATE OF RESULT OF ELECTION ON QUESTION OR ISSUE

Revised Code 3501.11, 3505.33, 5705.19 - 5705.25

The State of Ohio, Cuyahoga County, ss.
To: Bay Village City Council, Secretary of State Jon Husted.

We the undersigned, Cuyahoga County Board of Elections, do hereby certify that at the election held in the City of Bay Village in the county, on the 5th day of May, 2015, the vote cast on the following issue was as follows:

Issue 6 - Proposed Charter Amendment: Shall the City of Bay Village have the authority to aggregate the retail natural gas loads located in the City of Bay Village, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of natural gas, such aggregation to occur automatically except where any person elects to opt out?

Yes

Eight Hundred Twenty-One 821

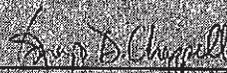
No

One Hundred Twenty-Seven 127

Total vote cast on issue:

Nine Hundred Forty-Eight 948

IN WITNESS WHEREOF, we have hereunto subscribed our names officially,
at Cuyahoga County, Ohio, this 21st day of May, 2015.



Inajo Davis Chappell, Chair



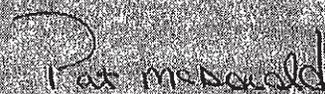
Jeff Hastings



Robert S. Frost



Eben O. (Sandy) McNair, IV

Attest: 

Director

Cuyahoga County, Ohio

ORDINANCE NO.
INTRODUCED BY:

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO AN EXTENSION
OF THE LEASE AGREEMENT WITH VILLAGE BIKE CO-OP
FOR THE REAL ESTATE LOCATED
AT 303 CAHOON ROAD,
AND DECLARING AN EMERGENCY.

WHEREAS, the City of Bay Village entered into a Lease Agreement with the Village Bike Co-op for one year commencing April 1, 2015 and ending March 31, 2016;

BE IT ORDAINED by the Council of the City of Bay Village, Ohio:

SECTION 1. That the Mayor be and she is hereby authorized to enter into an extension of the Lease Agreement on behalf of the city with Village Bike Co-op. 303 Cahoon Road, Bay Village, Ohio 44145. The term of said Lease Agreement shall be for one additional year.

SECTION 2. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any committee that resulted in those formal actions were in meetings open to the public in compliance with law.

SECTION 3. That this ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare, and for the further reason that it is immediately necessary to execute said Lease Agreement, wherefore this ordinance shall be in full force and take effect immediately upon its passage and approval by the Mayor.

PASSED:

PRESIDENT OF COUNCIL

CLERK OF COUNCIL

APPROVED:

MAYOR

5/28/15 ll

ORDINANCE NO.
INTRODUCED BY:

AN ORDINANCE
FIXING THE SALARY OF THE PRESIDENT AND MEMBERS OF
COUNCIL AND REPEALING ORDINANCE NO 13-44,
AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Bay Village, Ohio:

SECTION 1. That effective on the dates listed below, the salaries for the office of President of Council and Member of Council shall be as follows:

<u>Position</u>	<u>Salary</u>	<u>Effective Date</u>
President of Council	\$9,410.00 per annum	1/1/2015
	\$9,598.00 per annum	1/1/2016
	\$9,790.00 per annum	1/1/2017
	\$9,985.00 per annum	1/1/2018
	\$10,184.00 per annum	1/1/2019
Ward Councilman	\$8,300.00 per annum	1/1/2015
	\$8,466.00 per annum	1/1/2016
	\$8,635.00 per annum	1/1/2017
Councilman-at-Large	\$8,300.00 per annum	1/1/2015
	\$8,466.00 per annum	1/1/2016
	\$8,635.00 per annum	1/1/2017
	\$8,807.00 per annum	1/1/2018
	\$8,983.00 per annum	1/1/2019

SECTION 2. That ordinance No. 13-44 be and the same is hereby repealed.

SECTION 3. That the Clerk of Council is directed to forward a certified copy of this ordinance to the board of Elections of Cuyahoga County immediately upon its adoption and approval by the Mayor.

SECTION 4. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any committee that resulted in those formal actions were in meetings open to the public in compliance with law.

SECTION 5. That this ordinance is hereby declared to be an emergency measure

immediately necessary for the preservation of the public peace, health, safety and welfare, and for the further reason that it is immediately necessary to provide said compensation before deadline, wherefore this resolution shall be in full force and take effect immediately upon its passage and approval by the Mayor.

PASSED:

PRESIDENT OF COUNCIL

CLERK OF COUNCIL

APPROVED:

MAYOR

5/15/15 II

ORDINANCE NO.
INTRODUCED BY:

AN ORDINANCE
**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH
AMERICAN FIREWORKS COMPANY FOR THE 2015 JULY 4TH FIREWORKS
DISPLAY, AND DECLARING AN EMERGENCY.**

BE IT ORDAINED by the Council of the City of Bay Village, Ohio:

SECTION 1. That the Mayor be and she is hereby authorized to enter into an agreement with American Fireworks Company for the 2015 July 4th fireworks display which will be held in Cahoon Park. Said work is to be performed under contract at a cost not to exceed Eleven Thousand Dollars (\$11,000.00). Payment shall be made from the General Fund/General Administration Other (100.119.54900).

SECTION 2. The Fire Chief is hereby authorized to permit pyrotechnical display of fireworks as part of the July 4 celebration upon Applicant obtaining a permit, paying any associated permit fee and providing an indemnity bond or proof on insurance coverage as required by ORC 3743.54 and as further approved by the City and the Law Director.

SECTION 3. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any committee that resulted in those formal actions were in meetings open to the public in compliance with law.

SECTION 4. That this ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare, and for the further reason that it is necessary to award said contract to ensure the fireworks display takes place in a timely manner during the Fourth of July celebration, wherefore this ordinance shall be in full force and take effect immediately upon its passage and approval by the Mayor.

PASSED:

PRESIDENT OF COUNCIL

CLERK OF COUNCIL

APPROVED:

MAYOR

5/29/15 11

ORDINANCE NO.
INTRODUCED BY:

AN ORDINANCE
AUTHORIZING THE MAYOR TO RATIFY AN AGREEMENT WITH
THE MCGOWAN INSURANCE AGENCY AS AGENTS OF
ARGONAUT INSURANCE FOR PUBLIC OFFICIALS LIABILITY,
LAW ENFORCEMENT PROFESSIONAL AND FIREFIGHTERS PROFESSIONAL
LIABILITY, GENERAL LIABILITY, AUTOMOBILE PHYSICAL DAMAGE AND
LIABILITY, PROPERTY AND EQUIPMENT, BOILER & MACHINERY AND
CRIME COVERAGE, AND UMBRELLA INSURANCE,
AND DECLARING AN EMERGENCY.

WHEREAS, the current agreement between the City of Bay Village and McGowan Insurance Agency as agents for the City's general liability and property insurance coverage as authorized by Ordinance No. 14-65 expires June 14, 2015;

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Bay Village, Ohio:

SECTION 1. That the Mayor be and she is hereby authorized to ratify an agreement with McGowan Insurance Agency as agents of Argonaut Insurance for Public Officials Liability, Law Enforcement Professional and Fire Fighters Professional Liability, General Liability, Automobile Physical Damage and Liability, Property and Equipment, Boiler & Machinery and Crime Coverage, and Umbrella insurance for a one year period beginning June 15, 2015. The annual premium for Argonaut Insurance which includes Comprehensive Municipal Liability coverage, Public Officials Errors & Omissions, Automobile Liability & Physical Damage coverage, Police Professional Liability, Property (Business & Contents) coverage, Inland Marine coverage, Boiler & Machinery coverage, Electronic & Data Processing Equipment coverage, Valuable Papers & Records and Umbrella coverage is One hundred forty-four thousand five hundred and thirty-three dollars (\$144,533.00). Payments shall be made from the appropriate account.

SECTION 2. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with law.

SECTION 3. That this ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare, and for the further reason that it is immediately necessary to provide uninterrupted insurance coverage to protect the assets of the City, wherefore this ordinance shall be in full force and take effect immediately upon its passage and approval by the Mayor.

PASSED:

PRESIDENT OF COUNCIL

CLERK OF COUNCIL

APPROVED:

MAYOR

5-22-15 ll

ORDINANCE NO. 15-43
INTRODUCED BY: Mr. Tadych

AN ORDINANCE
AMENDING THE TRAFFIC CONTROL MAP AND FILE OF THE CITY BY
ENACTING NEW HANDICAP PARKING SPACE,
AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Bay Village, Ohio:

SECTION 1. That the Traffic Map and File of the City of Bay Village is hereby amended by enacting a new handicap parking space as follows:

“The handicap parking space will be located on the north side of East Oviatt Rd., 60 feet east of Dover Center Road. The handicap parking space will be 25ft. x 8 ft. and will be marked appropriately”

SECTION 2. That the Traffic Control Map of the City be and the same is hereby amended to designate the traffic control as stated, and the Traffic Control File be and the same is hereby amended to provide for the erection of the appropriate signs at said location.

SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of 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, including Section 121.22 of the Ohio Revised Code.

SECTION 4. That this ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare, and for the further reason that it is immediately necessary to make said changes to provide for the safety of handicapped individuals, wherefore this ordinance shall be in full force and take effect immediately upon its passage and approval by the Mayor.

PASSED:

PRESIDENT OF COUNCIL

CLERK OF COUNCIL

APPROVED:

MAYOR
5/13/15 II

ORDINANCE NO.
INTRODUCED BY:

AN ORDINANCE
**AUTHORIZING THE CITY TO ENTER INTO THE NORTHEAST
OHIO PUBLIC ENERGY COUNCIL (“NOPEC”) AND THE EXECUTION
AND DELIVERY OF THE AGREEMENT ESTABLISHING NOPEC AND
APPROVING THE BYLAWS OF NOPEC,
AND DECLARING AN EMERGENCY**

WHEREAS, the Council of the City of Bay Village wishes to establish a natural gas aggregation program pursuant to Section 4929.26, Ohio Revised Code (the “Natural Gas Program”), for the residents, businesses and other consumers located within the City, and for that purpose, to act jointly with any other city, village, township, municipal corporation, county or other political subdivision of the State of Ohio, as permitted by law; and

WHEREAS, by joining the Northeast Ohio Public Energy Council (“NOPEC”), the City will be able to act jointly with other member political subdivisions and thereby maximize the potential benefit of natural gas deregulation through group purchasing efforts.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Bay Village, Ohio:

SECTION 1. The Council of the City (the “Council”) finds and determines that it is in the best interest of the City, including the natural gas consumers located within the City, to join NOPEC and to adopt the NOPEC Bylaws, for the purpose of establishing and implementing the Natural Gas Program within the City.

SECTION 2. The Mayor and the Council is hereby authorized and directed to execute and deliver the Agreement Establishing the Northeast Ohio Public Energy Council, as amended (the “NOPEC Agreement”). The NOPEC Agreement shall be substantially in the form presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions which are consistent with this Ordinance and are not substantially adverse to the City and as may be approved by the Mayor and the Council, which approval shall be conclusively evidenced by the execution of the NOPEC Agreement.

SECTION 3. The Council hereby approves and adopts the Bylaws of NOPEC (in the form attached to the NOPEC Agreement).

SECTION 4. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in open meetings 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 including the City’s Charter and Codified Ordinances and Section 121.22 of the Ohio Revised Code. This Ordinance is declared to be an emergency measure necessary for the

immediate preservation of the public health, safety and welfare of the City, wherefore, this Ordinance shall be in full force and effect immediately upon its adoption and approval by the Council.

SECTION 5. That this ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare, and for the further reason that this Ordinance is required to be immediately effective in order to maximize the potential benefit through the Natural Gas Program provided by NOPEC, wherefore this ordinance shall be in full force and take effect immediately upon its passage and approval by the Mayor.

PASSED:

PRESIDENT OF COUNCIL

CLERK OF COUNCIL

APPROVED:

MAYOR

Approved as to legal form:

Director of Law

I, Joan Kemper, as Clerk of Council of the City of Bay Village, Ohio do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____ adopted by the Council of said Municipality on the ___ day of _____, 2015.

Clerk of Council

AGREEMENT
ESTABLISHING THE
NORTHEAST OHIO PUBLIC ENERGY COUNCIL

This AGREEMENT is made and entered into as of November 8, 2000, by and among the political subdivisions identified below:

RECITALS:

WHEREAS, Ohio Revised Code Chapter 167 provides, in general, that the governing bodies of any two (2) or more political subdivisions may enter into an agreement establishing a regional council of governments for the purposes of promoting cooperative arrangements and agreements among its members and between its members and government agencies or private persons or entities, performing functions and duties which its members can perform and addressing problems of mutual concerns; and

WHEREAS, certain municipal corporations, counties and townships of the State of Ohio have determined to enter into this Agreement Establishing the Northeast Ohio Public Energy Council for the purpose of carrying out a cooperative program for the benefit of the members acting as governmental aggregators to arrange for the purchase of electricity by the electric customers in these political subdivisions served by the operating utility companies of FirstEnergy Corp. pursuant to the authority provided under Ohio Revised Code Section 4928.20, and promoting any other cooperative programs which may be approved, from time to time, in accordance with this Agreement and the Bylaws described below;

NOW, THEREFORE, it is agreed by and among the municipal corporations, counties and townships identified below, on behalf of whom this Agreement has been executed by their representatives in accordance with the authorizing resolution of each, that:

Section 1. Definitions.

As used in this Agreement and in the Bylaws the following words shall have the following meanings:

"Additional Program" means any other cooperative program the Council may establish under an Additional Program Agreement.

"Additional Program Agreement" means any agreement among some or all Members establishing an Additional Program in accordance with Section 5 hereof.

"Additional Program Costs" means, with respect to any Additional Program of the Council, all costs incurred by the Council or the Fiscal Agent of the Council, in connection with the activities and operations of that Additional Program, as defined in the corresponding Additional Program Agreement.

"Advisory Committee" means any committee established by the Board of Directors pursuant to the Bylaws to advise the Board of Directors or the Fiscal Agent with respect to the management and operation of any Program. The Board of Directors shall define the duties of each Advisory Committee.

"Aggregation Costs" means all costs incurred by the Council or by the Fiscal Agent in connection with the activities and operation of the Council for the Aggregation Program.

"Aggregation Fund" means the fund established and maintained by the Fiscal Agent of the Council as a separate fund pursuant to Section 7 of the Bylaws, into which the Fiscal Agent shall deposit any and all moneys contributed by the Members for Aggregation Costs of the Council.

"Aggregation Program" means the cooperative program for the benefit of the Members acting as governmental aggregators to arrange for the purchase of electricity by electric customers in the political subdivisions served by the operating companies of FirstEnergy Corp. pursuant to the terms of Ohio Revised Code Section 4928.20 and this Agreement.

"Agreement" means this agreement, as the same may be amended, modified, or supplemented in accordance with Section 8 hereof.

"Assembly" means the legislative body of the Council established pursuant to, and having those powers and duties enumerated in, the Bylaws.

"Bylaws" means the regulations adopted by the Council pursuant to Ohio Revised Code Section 167.04 and this Agreement, as the same may be amended, modified, or supplemented in accordance with Section 10 thereof, a form of which is attached hereto as Exhibit A.

"Council" means the Northeast Ohio Public Energy Council established by this Agreement.

"Fiscal Agent" means the person or organization designated by the Members of the Council to receive, deposit, invest and disburse funds contributed by the Members for the operation of the Council and its Programs, in accordance with this Agreement, the Bylaws and any applicable Program Agreement.

"Fiscal Year" means the twelve (12) month period beginning January 1 and ending December 31.

"Member" means any municipal corporation, county and township which pursuant to duly adopted legislation, has caused this Agreement to be executed in its name, which Member shall be listed on Exhibit B hereto, including any additional municipal corporation, county and township which has caused this Agreement to be executed in accordance with Section 7 hereof, and has not withdrawn from the Council pursuant to this Agreement or the Bylaws.

"Program" means the Aggregation Program or any Additional Program.

Section 2. Name.

The name of the group composed of all Members shall be the "Northeast Ohio Public Energy Council".

Section 3. Representation of Members.

Each Member shall have one representative to the Assembly, who (i) in the case of municipal corporations, shall be the mayor or manager or an appointee of such officer, or (ii) in the case of counties or townships, shall be a member of its governing board or an officer chosen by such governing board.

Section 4. Adoption of Bylaws.

Within thirty (30) days following the effective date of this Agreement as determined pursuant to Section 11 hereof, the representatives shall meet for the purpose of adopting Bylaws. The affirmative vote of at least a majority of representatives of all Members shall be required for the adoption of the Bylaws, a form of which is attached as Exhibit A.

Section 5. The Aggregation Program: Additional Programs of the Council.

The Members will act jointly through the Council to establish and implement the Aggregation Program pursuant to Ohio Revised Code Section 4928.20. Each Member has adopted legislation, and approval by the electors of each Member has been or will be obtained, authorizing the Aggregation Program. Upon certification of the Members by the PUCO, as may be applicable, the Council, on behalf of the Members, may effect the aggregation of the retail electrical loads located within the jurisdictions of the Members. The Council may negotiate and enter into all necessary contracts and take any other necessary and incidental actions to effect and carry out the purposes of the Aggregation Program for the benefit of the Members and their respective electricity consumers.

The Board of Directors shall oversee and manage the operation of the Aggregation Program and may adopt policies and procedures supplementing the general terms of this Agreement and the Bylaws.

The Board of Directors shall develop a plan of operation and governance for the Aggregation Program pursuant to Ohio Revised Code Section 4928.20 to be adopted by each member.

The Council may establish, in addition to the Aggregation Program, such other Additional Programs as the Board of Directors may approve. Each Additional Program shall be established by an Additional Program Agreement among the Members of the Council whose governing bodies have determined to participate in the Additional Program and have approved an Additional Program Agreement. Each Additional Program Agreement shall be reviewed and approved by the Board of Directors prior to execution by any Member.

Each Additional Program Agreement shall include but not be limited to provisions that:

- (A) Direct the Board of Directors concerning the management of the Additional Program and define matters which must be submitted to the participating Members for decision;
- (B) Establish procedures for budgeting Additional Program Costs and apportioning Additional Program Costs among the participating Members;
- (C) Establish one or more funds into which all monetary contributions for Additional Program Costs shall be deposited;
- (D) Determine the method and timing of inclusion of additional participating Members;
- (E) If determined to be necessary or desirable, appoint a Fiscal Agent for the Additional Program different from the Fiscal Agent for the Council; and
- (F) Determine the disposition, upon termination of the Additional Program, of any supplies, equipment, facilities or moneys held in connection with the operation of the Additional Program.

Section 6. Withdrawal of a Member.

- (a) Any Member wishing to withdraw from membership in the Council shall notify the Council in the manner described in Section 6(c) hereof and such withdrawal shall, except as otherwise provided in this Section 6, cause such Member's membership in the Council to be terminated. Such termination shall not be effective until (A) the end of the applicable two (2) or three (3) year opt-out period as to any electricity or natural gas aggregation program of the Council under which service is being provided to customers in the Member's community; and (B) such withdrawing Member has paid to the Council the Administrative Fee (as defined in Section 6(d) hereof), if applicable.
- (b) Any Member wishing to withdraw from participation in any Program of the Council, including any aggregation Program of the Council for electricity or natural gas, shall notify the Council in the manner described in Section 6(c) hereof. Such withdrawal from a Program, regardless of whether a member participates in only one program, shall be effective:
 - (i.) At any time, without charge, as to a natural gas Program, if NOPEC is not enrolling natural gas customers in that Member's community or offering a natural gas Program for a Member participating in the Council's aggregation Program for natural gas; or

- (ii.) At any time, without charge, as to an electric Program, if NOPEC is not enrolling electric customers in that Member's community or offering an electric program for a Member participating in the Council's electric aggregation Program; or
- (iii.) Without charge, with at least six (6) months prior written notice before any two (2) or three (3) year opt-out period expires for an existing Council natural gas or electric Program under which service is being provided to customers in the Member's community; or
- (iv.) At any other time, with six (6) months written notice, but only if the Member pays NOPEC the Administrative Fee.

A withdrawal from participation in a Council Program is not a withdrawal from Membership as long as the Member continues to participate in at least one Council Program.

- (c) Any notification of withdrawal of a Member from Membership in the Council or from participation in a Council Program must include (i) a certified copy of duly adopted legislation of the governing body of the withdrawing Member authorizing such withdrawal; and (ii) a Fiscal Officer's Certificate evidencing the appropriation of funds sufficient to pay the Council the Administrative Fee, if applicable.
- (d) So long as the Council does not charge its Members a fee to be a Member of the Council, any Member withdrawing from a Program (unless such withdrawal is in compliance with Sections 6 (b)(i), (ii) or (iii)) shall, prior and as a condition to its withdrawal, pay the Council a withdrawal fee which shall not be a penalty for withdrawing from any Program(s) and which shall be calculated by the Council as the compensation that the Council would have received from the supplier(s) to the Program(s) as it relates to the withdrawing Member during a one (1) year period (the "Administrative Fee").
- (e) After withdrawal from membership in the Council, the withdrawing Member may not become a Member again until it has fully complied with the procedures contained in Section 7 of the Agreement.

Inclusion of Additional Members.

Any municipal corporation, county or township in the State of Ohio may apply to become a Member of the Council by submitting an application in writing to the Board of Directors, accompanied by duly adopted legislation authorizing inclusion in the Council, execution of this Agreement and approval of the Bylaws. Prior to the Assembly's next meeting, the Board of Directors shall review the application and recommend to the Assembly whether the applicant municipal corporation, county or township should be included in the Council. At the Assembly's

next meeting, it shall act upon the Board of Directors' recommendation by duly adopted resolution. The applicant municipal corporation, county or township shall be included in the Council and deemed a Member hereunder if its inclusion is approved by the affirmative vote of at least two-thirds (2/3) of the representatives in the Assembly and the applicant municipal corporation, county or township executes the Agreement, and appropriates and remits to the Fiscal Agent an initial monetary assessment for Aggregation Costs in an amount recommended by the Board of Directors and approved by the Assembly. The applicant shall thereafter be a Member and be assessed its portion of the Aggregation Costs by the same method and using the same formula as any other member, in accordance with the Bylaws.

Section 7. Amendments.

This Agreement may be modified, amended, or supplemented in any respect not prohibited by law upon the approval of the modification, amendment or supplement by the representatives of at least two-thirds (2/3) of the Members; and the amendment, modification, or supplement shall thereupon become binding upon all Members.

Section 8. Term of the Agreement.

It is the express intention of the Members that this Agreement shall continue for an indefinite term, but may be terminated as herein provided.

Section 9. Termination of the Agreement.

In the event that the governing bodies of two-thirds (2/3) of the Members, by duly adopted legislation, determine that this Agreement shall be terminated, the Board of Directors shall meet within thirty (30) days following its receipt of certified copies of the legislation. At that meeting, the Board of Directors shall determine the date upon which this Agreement and the activities and operations of the Council shall terminate and make recommendations to the Assembly with respect to any matter which must be resolved in connection with the termination of the Council and which is not addressed by this Agreement, the Bylaws, or any Program Agreement.

Upon termination of this Agreement, any Additional Program Agreement shall automatically terminate. After payment of all known obligations of the Council in connection with each Additional Program, any surplus remaining in any Additional Program fund shall be distributed among the participating Members in the manner provided in the Additional Program Agreement. After payment of all known obligations of the Council, any surplus remaining in the Aggregation Fund shall be distributed among the Members as determined by the Board of Directors.

No Member shall be required, by or under this Agreement or the Bylaws, by an amendment or otherwise, to pay any sum upon termination hereof, unless it shall have expressly agreed thereto.

Section 10. Effectiveness and Counterparts of the Agreement.

This Agreement shall not be effective until (i) the Agreement is signed by the representatives of not less than ten (10) Members as authorized by duly adopted legislation of the governing body of each of those Members; and (ii) the voters of those Members have approved the Aggregation Program in accordance with Ohio Revised Code Section 4928.20. This Agreement may be signed in separate counterparts on behalf of any one or more than one, of the Members, without necessity for any one counterpart to be signed on behalf of all Members. Separately signed counterparts shall be filed with the Fiscal Agent and shall constitute one Agreement.

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ADOPTED THE 8th DAY OF NOVEMBER, 2000

AMENDED THE 27th DAY OF JUNE, 2002

AMENDED THIS 13th DAY OF NOVEMBER, 2008

NORTHEAST OHIO PUBLIC ENERGY COUNCIL

By: _____
Ron McVoy, Chairman

MEMBER

By: _____

Its: _____

ORDINANCE NO.
INTRODUCED BY:

AN ORDINANCE
**AUTHORIZING THE CITY TO ENTER INTO A NATURAL GAS
PROGRAM AGREEMENT WITH THE NORTHEAST OHIO PUBLIC
ENERGY COUNCIL (“NOPEC”),
AND DECLARING AN EMERGENCY**

WHEREAS, under Section 4929.26, Ohio Revised Code, the City of Bay Village, Ohio (the “City”) is authorized to establish an opt-out natural gas aggregation program for the benefit of eligible natural gas consumers located within the City;

WHEREAS, under Section 4929.26, Ohio Revised Code, the City may exercise such authority jointly with other political subdivisions in the State of Ohio;

WHEREAS, governmental aggregation provides an opportunity for natural gas consumers collectively to participate in the potential benefits of natural gas deregulation through lower gas rates which they would not otherwise be able to have individually;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Bay Village, Ohio:

SECTION 1. The Council of the City (the “Council”) finds and determines that it is in the best interest of the City and certain natural gas consumers located within the City, to establish an opt-out natural gas aggregation program (the “Gas Aggregation Program”) in the City, and to enter into a Natural Gas Program Agreement with NOPEC in order to establish a Gas Aggregation Program through NOPEC.

SECTION 2. The Council is hereby authorized and desires to execute and deliver the Natural Gas Program Agreement of NOPEC (the “Gas Program Agreement”). The Gas Program Agreement shall be substantially in the form presented to the Board on file with the Clerk, subject to such changes, insertions and omissions which are consistent with this Ordinance and are not substantially adverse to the City and as may be approved by the Council of the City, which approval shall be conclusively evidenced by execution of the Gas Program Agreement.

SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in open meetings 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 including the City’s Charter and Codified Ordinances and Section 121.22 of the Ohio Revised Code.

SECTION 5. That this ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare, and for the further reason that this Ordinance is required to be immediately effective in order to maximize the potential benefit through the Gas Program provided by NOPEC, wherefore this ordinance shall be in full force and take effect immediately upon its passage and approval by the Mayor.

PASSED:

PRESIDENT OF COUNCIL

CLERK OF COUNCIL

APPROVED:

MAYOR

Approved as to legal form:

Director of Law

I, Joan Kemper, as Clerk of Council of the City of Bay Village, Ohio do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____ adopted by the Council of said Municipality on the ___ day of _____, 2015.

Clerk of Council

ORDINANCE NO.
INTRODUCED BY:

AN ORDINANCE
**APPROVING THE PLAN OF OPERATION AND GOVERNANCE FOR THE
NORTHEAST OHIO PUBLIC ENERGY COUNCIL (“NOPEC”) GAS AGGREGATION
PROGRAM FOR THE PURPOSE OF JOINTLY ESTABLISHING AND
IMPLEMENTING A GAS AGGREGATION PROGRAM,
AND DECLARING AN EMERGENCY**

WHEREAS, this Council previously enacted legislation authorizing the City of Bay Village (the “City”) to establish a Gas Aggregation Program pursuant to Section 4929.26, Ohio Revised Code (the “Gas Aggregation Program”), for the eligible residents, businesses and other gas consumers in the City, and for that purpose, to act jointly with any other municipal corporation, city, county or other political subdivision of the State of Ohio, as permitted by law;

WHEREAS, this Council previously enacted legislation authorizing the City to join the Northeast Ohio Public Energy Council so that the City will 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, on behalf of this Council, pursuant to Section 4929.26, Ohio Revised Code, has held two (2) public hearings on the Plan of Operation and Governance for the NOPEC Gas Aggregation Program.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Bay Village, Ohio:

SECTION 1. This Council finds and determines that it is in the best interest of the City, including the gas consumers located within the City, to adopt the Plan of Operation and Governance of the NOPEC Gas Aggregation Program, for the purpose of establishing and implementing the Gas Aggregation Program in the City.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in open meetings 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 including the City’s Charter and Codified Ordinances and Section 121.22 of the Ohio Revised Code.

SECTION 3. That this ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare, and for the further reason that this Ordinance is required to be immediately effective in order to maximize the potential benefit through the Gas Program provided by NOPEC, wherefore this

ordinance shall be in full force and take effect immediately upon its passage and approval by the Mayor.

PASSED:

PRESIDENT OF COUNCIL

CLERK OF COUNCIL

APPROVED:

MAYOR

Approved as to legal form:

Director of Law

I, Joan Kemper, as Clerk of Council of the City of Bay Village, Ohio do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____ adopted by the Council of said Municipality on the ___ day of _____, 2015.

Clerk of Council

**NATURAL GAS PROGRAM AGREEMENT
OF
THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL**

This Natural Gas Program Agreement of the Northeast Ohio Public Energy Council (the "Agreement") is entered into as of _____, 2015, by and among the Northeast Ohio Public Energy Council, a regional council of governments organized pursuant to Revised Code Chapter 167 ("NOPEC" or "Council") and the municipal corporations, counties and townships of the State of Ohio (each a "Participant" and together, the "Participants") that have executed this Agreement, listed on Exhibit A hereto.

RECITALS:

WHEREAS, each Participant entered into an Agreement Establishing the Northeast Ohio Public Energy Council pursuant to Revised Code Chapter 167, for the purpose of carrying out an electricity aggregation program (the "Council Agreement") and any Additional Programs which the Participants may approve, from time to time, and which are authorized under the laws of the State;

WHEREAS, NOPEC has determined to undertake an opt-out natural gas program on a cooperative basis (the "Gas Aggregation Program") by which eligible natural gas consumers located within a Member's jurisdiction will purchase natural gas from the Supplier unless the consumer opts out of the Gas Aggregation Program;

WHEREAS, each Participant that is a signatory to this Agreement has adopted the necessary resolutions and/or ordinances to submit a ballot question to its electors and such electors have authorized each such Participant to undertake a natural gas opt-out program in such participating community, and each Participant has been authorized to participate in the Gas Aggregation Program and execute and deliver this Agreement; and

WHEREAS, it is necessary to create and adopt guidelines for the management and administration of the Gas Aggregation Program.

NOW, THEREFORE, it is agreed by and among NOPEC and the Participants whose representatives have executed this Agreement in accordance with the authorizing resolution(s) and/or ordinance(s) that:

Section 1. Definitions.

As used in this Agreement, capitalized words and phrases shall have the meanings given to them in the Agreement Establishing the Northeast Ohio Public Energy Council, herein called the "Council Agreement," and the Bylaws Governing the Northeast Ohio Public Energy Council, herein called the "Bylaws." In addition, the following words shall have the following meanings:

“Agreement” means this Natural Gas Program Agreement of the Northeast Ohio Public Energy Council, as the same may be amended, modified or supplemented in accordance with Section 6 hereof.

“Customer(s)” means those natural gas customers located within the jurisdiction of a Participant that is participating in the Gas Aggregation Program and who is not a person described in Revised Code Section 4929.26(A)(2).

“Gas Aggregation Program” means the Natural Gas Program of NOPEC.

“Supplier” means any person, corporation, partnership or other entity with which NOPEC may contract for the purchase of natural gas.

Section 2. Arrangements for Aggregation of Natural Gas.

On behalf of the Participants, NOPEC may enter into one or more contracts with one or more Supplier(s) to supply Customers with natural gas. The selection of each Supplier shall be determined and approved at the sole and absolute discretion of the Board of Directors.

Section 3. Management and Operation of Program.

The Board of Directors of the Council, established pursuant to the Council Agreement, shall have, in addition to its powers and duties under the Council Agreement and the Bylaws adopted by the representatives to the Council, the power and authority to oversee and manage the operation of the Gas Aggregation Program in accordance with the NOPEC Natural Gas Aggregation Program Plan of Operation and Governance adopted pursuant to division (C) of Section 4929.26 of the Revised Code.

Section 4. Withdrawal of a Participant.

- (a) Any Participant wishing to withdraw from participation in the Gas Aggregation Program shall notify NOPEC at least nine (9) months prior to the end of any the NOPEC Gas Aggregation Program’s primary two (2) year opt-out period in such Member’s community in strict compliance with the procedure described in Section 4(b) hereof. Such withdrawal shall cause such Participant’s participation in the Gas Aggregation Program to be terminated which termination shall not be effective until (i) the end of any such two (2) year opt-out period in such Member’s community; and (ii) such withdrawing Participant has paid to NOPEC the Gas Withdrawal Fee (as defined in Section 4 (c) hereof).
- (b) Any notification of withdrawal of a Participant must include a (i) certified copy of duly adopted legislation of the governing body of the withdrawing Participant authorizing such withdrawal; and (ii) fiscal officer’s certificate executed by the appropriate fiscal officer of such withdrawing Participant evidencing that the withdrawing Participant has appropriated funds sufficient to pay NOPEC the Gas Withdrawal Fee.

- (c) Provided that NOPEC does not charge its Participants a fee to be a member of NOPEC, any Participant seeking to withdraw from NOPEC's Gas Aggregation Program, prior to its withdrawal, shall pay NOPEC a withdrawal fee for withdrawing from the Gas Aggregation Program. Such withdrawal fee shall be calculated by NOPEC (whose calculation shall be final and presumed conclusively correct) and shall be the amount NOPEC would have received as an administrative fee from the Supplier to the Gas Aggregation Program with respect to the Customers served in the withdrawing Participant's community during a one (1) year period (the "Gas Withdrawal Fee").
- (d) After withdrawal, the withdrawing Participant may not become a Participant again until it has fully complied with the procedures contained in Section 5 hereof.

Section 5. Inclusion of Additional Participants.

Any Ohio municipal corporation, county or township may apply to the Board of Directors for inclusion in the Gas Aggregation Program by submitting an application in writing. In such case, such application shall be accompanied by a duly adopted ordinance or resolution of the applicant's governing body submitting a ballot question to its electors; certified election results showing passage of such ballot issue; and a duly adopted ordinance or resolution requesting inclusion in the NOPEC's Gas Aggregation Program and authorizing execution of this Agreement by the applicant. The applicant shall submit to the Board of Directors information concerning its natural gas requirements and any other documentation or other records requested by the Board of Directors or the Fiscal Agent. Thereafter, the Board of Directors shall determine whether and at what time the applicant should be included in the Gas Aggregation Program. The applicant shall be included in the Gas Aggregation Program and deemed a Participant on the date recommended by the Board of Directors if its participation is approved by the Board of Directors, the applicant executes this Agreement and adopts the NOPEC Plan of Operation and Governance.

Section 6. Amendments.

This Agreement may be modified, amended or supplemented in any respect not prohibited by law upon approval of the modification, amendment or supplement by the governing bodies of at least two-thirds (2/3) of the Participants.

Section 7. Term of the Agreement.

It is the express intention of the Participants that this Agreement shall continue for an indefinite term, but may be terminated as provided in Section 8.

Section 8. Termination.

In the event that two-thirds (2/3) of the governing bodies of the Participants, by duly adopted resolutions, determine that this Agreement shall be terminated, the Board of Directors shall meet, within thirty (30) days following receipt of certified copies of such resolutions, to

determine the date upon which this Agreement and the activities and operations of the Program shall terminate and to make recommendations to the Participants with respect to matters which must be resolved upon termination of the Program which are not addressed by this Agreement.

Section 9. Miscellaneous.

This Agreement shall be construed under the laws of the State of Ohio. If the date on which any action or payment required to be taken or made under this Agreement is a Saturday, Sunday or legal holiday in the State of Ohio, that action shall be taken or that payment shall be made on the next succeeding day which is not a Saturday, Sunday or legal holiday.

Section 10. Effectiveness.

This Agreement shall be effective when executed by at least ten (10) of the Participants listed in Appendix A attached to this Agreement. Each Participant executing this Agreement shall deliver to the Fiscal Agent a certified copy of the resolution of its governing body authorizing execution of this Agreement.

Section 11. Notices: Reports: Miscellaneous.

Any notice to a Participant required to be in writing shall be deemed given if left at the office of the Assembly representative of such Participant or deposited in the United States mail, postage prepaid, by registered mail addressed to that representative. As to NOPEC, any notice required to be in writing shall be deemed given if deposited in the United States mail, postage prepaid, by certified mail addressed to:

Northeast Ohio Public Energy Council
31360 Solon Road
Suite 33
Solon, OH 44139
Attention: Chairman

IN WITNESS WHEREOF, the undersigned representatives of the respective Participants, pursuant to the duly adopted authorizing resolutions of their governing boards, have on behalf of their respective Participants signed this Agreement.

NORTHEAST OHIO PUBLIC ENERGY COUNCIL

By: _____
Ron McVoy, Chairman

PARTICIPANT

By: _____
Its: _____

APPENDIX A

Participants

GENEVA TOWNSHIP, ASHTABULA COUNTY, OH

AGREEMENT
ESTABLISHING THE
NORTHEAST OHIO PUBLIC ENERGY COUNCIL

This AGREEMENT is made and entered into as of June _____, 2015, by and among the political subdivisions identified below:

RECITALS:

WHEREAS, Ohio Revised Code Chapter 167 provides, in general, that the governing bodies of any two (2) or more political subdivisions may enter into an agreement establishing a regional council of governments for the purposes of promoting cooperative arrangements and agreements among its members and between its members and government agencies or private persons or entities, performing functions and duties which its members can perform and addressing problems of mutual concerns; and

WHEREAS, certain municipal corporations, counties and townships of the State of Ohio have determined to enter into this Agreement Establishing the Northeast Ohio Public Energy Council for the purpose of carrying out a cooperative program for the benefit of the members acting as governmental aggregators to arrange for the purchase of electricity by the electric customers in these political subdivisions served by the operating utility companies of FirstEnergy Corp. pursuant to the authority provided under Ohio Revised Code Section 4928.20, and promoting any other cooperative programs which may be approved, from time to time, in accordance with this Agreement and the Bylaws described below;

NOW, THEREFORE, it is agreed by and among the municipal corporations, counties and townships identified below, on behalf of whom this Agreement has been executed by their representatives in accordance with the authorizing resolution of each, that:

Section 1. Definitions.

As used in this Agreement and in the Bylaws the following words shall have the following meanings:

"Additional Program" means any other cooperative program the Council may establish under an Additional Program Agreement.

"Additional Program Agreement" means any agreement among some or all Members establishing an Additional Program in accordance with Section 5 hereof.

"Additional Program Costs" means, with respect to any Additional Program of the Council, all costs incurred by the Council or the Fiscal Agent of the Council, in connection with the activities and operations of that Additional Program, as defined in the corresponding Additional Program Agreement.

"Advisory Committee" means any committee established by the Board of Directors pursuant to the Bylaws to advise the Board of Directors or the Fiscal Agent with respect to the management and operation of any Program. The Board of Directors shall define the duties of each Advisory Committee.

"Aggregation Costs" means all costs incurred by the Council or by the Fiscal Agent in connection with the activities and operation of the Council for the Aggregation Program.

"Aggregation Fund" means the fund established and maintained by the Fiscal Agent of the Council as a separate fund pursuant to Section 7 of the Bylaws, into which the Fiscal Agent shall deposit any and all moneys contributed by the Members for Aggregation Costs of the Council.

"Aggregation Program" means the cooperative program for the benefit of the Members acting as governmental aggregators to arrange for the purchase of electricity by electric customers in the political subdivisions served by the operating companies of FirstEnergy Corp. pursuant to the terms of Ohio Revised Code Section 4928.20 and this Agreement.

"Agreement" means this agreement, as the same may be amended, modified, or supplemented in accordance with Section 8 hereof.

"Assembly" means the legislative body of the Council established pursuant to, and having those powers and duties enumerated in, the Bylaws.

"Bylaws" means the regulations adopted by the Council pursuant to Ohio Revised Code Section 167.04 and this Agreement, as the same may be amended, modified, or supplemented in accordance with Section 10 thereof, a form of which is attached hereto as Exhibit A.

"Council" means the Northeast Ohio Public Energy Council established by this Agreement.

"Fiscal Agent" means the person or organization designated by the Members of the Council to receive, deposit, invest and disburse funds contributed by the Members for the operation of the Council and its Programs, in accordance with this Agreement, the Bylaws and any applicable Program Agreement.

"Fiscal Year" means the twelve (12) month period beginning January 1 and ending December 31.

"Member" means any municipal corporation, county and township which pursuant to duly adopted legislation, has caused this Agreement to be executed in its name, which Member shall be listed on Exhibit B hereto, including any additional municipal corporation, county and township which has caused this Agreement to be executed in accordance with Section 7 hereof, and has not withdrawn from the Council pursuant to this Agreement or the Bylaws.

"Program" means the Aggregation Program or any Additional Program.

Section 2. Name.

The name of the group composed of all Members shall be the "Northeast Ohio Public Energy Council".

Section 3. Representation of Members.

Each Member shall have one representative to the Assembly, who (i) in the case of municipal corporations, shall be the mayor or manager or an appointee of such officer, or (ii) in the case of counties or townships, shall be a member of its governing board or an officer chosen by such governing board.

Section 4. Adoption of Bylaws.

Within thirty (30) days following the effective date of this Agreement as determined pursuant to Section 11 hereof, the representatives shall meet for the purpose of adopting Bylaws. The affirmative vote of at least a majority of representatives of all Members shall be required for the adoption of the Bylaws, a form of which is attached as Exhibit A.

Section 5. The Aggregation Program: Additional Programs of the Council.

The Members will act jointly through the Council to establish and implement the Aggregation Program pursuant to Ohio Revised Code Section 4928.20. Each Member has adopted legislation, and approval by the electors of each Member has been or will be obtained, authorizing the Aggregation Program. Upon certification of the Members by the PUCO, as may be applicable, the Council, on behalf of the Members, may effect the aggregation of the retail electrical loads located within the jurisdictions of the Members. The Council may negotiate and enter into all necessary contracts and take any other necessary and incidental actions to effect and carry out the purposes of the Aggregation Program for the benefit of the Members and their respective electricity consumers.

The Board of Directors shall oversee and manage the operation of the Aggregation Program and may adopt policies and procedures supplementing the general terms of this Agreement and the Bylaws.

The Board of Directors shall develop a plan of operation and governance for the Aggregation Program pursuant to Ohio Revised Code Section 4928.20 to be adopted by each member.

The Council may establish, in addition to the Aggregation Program, such other Additional Programs as the Board of Directors may approve. Each Additional Program shall be established by an Additional Program Agreement among the Members of the Council whose governing bodies have determined to participate in the Additional Program and have approved an Additional Program Agreement. Each Additional Program Agreement shall be reviewed and approved by the Board of Directors prior to execution by any Member.

Each Additional Program Agreement shall include but not be limited to provisions that:

- (A) Direct the Board of Directors concerning the management of the Additional Program and define matters which must be submitted to the participating Members for decision;
- (B) Establish procedures for budgeting Additional Program Costs and apportioning Additional Program Costs among the participating Members;
- (C) Establish one or more funds into which all monetary contributions for Additional Program Costs shall be deposited;
- (D) Determine the method and timing of inclusion of additional participating Members;
- (E) If determined to be necessary or desirable, appoint a Fiscal Agent for the Additional Program different from the Fiscal Agent for the Council; and
- (F) Determine the disposition, upon termination of the Additional Program, of any supplies, equipment, facilities or moneys held in connection with the operation of the Additional Program.

Section 6. Withdrawal of a Member.

- (a) Any Member wishing to withdraw from membership in the Council shall notify the Council in the manner described in Section 6(c) hereof and such withdrawal shall, except as otherwise provided in this Section 6, cause such Member's membership in the Council to be terminated. Such termination shall not be effective until (A) the end of the applicable two (2) or three (3) year opt-out period as to any electricity or natural gas aggregation program of the Council under which service is being provided to customers in the Member's community; and (B) such withdrawing Member has paid to the Council the Administrative Fee (as defined in Section 6(d) hereof), if applicable.
- (b) Any Member wishing to withdraw from participation in any Program of the Council, including any aggregation Program of the Council for electricity or natural gas, shall notify the Council in the manner described in Section 6(c) hereof. Such withdrawal from a Program, regardless of whether a member participates in only one program, shall be effective:
 - (i.) At any time, without charge, as to a natural gas Program, if NOPEC is not enrolling natural gas customers in that Member's community or offering a natural gas Program for a Member participating in the Council's aggregation Program for natural gas;
or

- (ii.) At any time, without charge, as to an electric Program, if NOPEC is not enrolling electric customers in that Member's community or offering an electric program for a Member participating in the Council's electric aggregation Program; or
- (iii.) Without charge, with at least six (6) months prior written notice before any two (2) or three (3) year opt-out period expires for an existing Council natural gas or electric Program under which service is being provided to customers in the Member's community; or
- (iv.) At any other time, with six (6) months written notice, but only if the Member pays NOPEC the Administrative Fee.

A withdrawal from participation in a Council Program is not a withdrawal from Membership as long as the Member continues to participate in at least one Council Program.

- (c) Any notification of withdrawal of a Member from Membership in the Council or from participation in a Council Program must include (i) a certified copy of duly adopted legislation of the governing body of the withdrawing Member authorizing such withdrawal; and (ii) a Fiscal Officer's Certificate evidencing the appropriation of funds sufficient to pay the Council the Administrative Fee, if applicable.
- (d) So long as the Council does not charge its Members a fee to be a Member of the Council, any Member withdrawing from a Program (unless such withdrawal is in compliance with Sections 6 (b)(i), (ii) or (iii)) shall, prior and as a condition to its withdrawal, pay the Council a withdrawal fee which shall not be a penalty for withdrawing from any Program(s) and which shall be calculated by the Council as the compensation that the Council would have received from the supplier(s) to the Program(s) as it relates to the withdrawing Member during a one (1) year period (the "Administrative Fee").
- (e) After withdrawal from membership in the Council, the withdrawing Member may not become a Member again until it has fully complied with the procedures contained in Section 7 of the Agreement.

Inclusion of Additional Members.

Any municipal corporation, county or township in the State of Ohio may apply to become a Member of the Council by submitting an application in writing to the Board of Directors, accompanied by duly adopted legislation authorizing inclusion in the Council, execution of this Agreement and approval of the Bylaws. Prior to the Assembly's next meeting, the Board of Directors shall review the application and recommend to the Assembly whether the applicant municipal corporation, county or township should be included in the Council. At the Assembly's

next meeting, it shall act upon the Board of Directors' recommendation by duly adopted resolution. The applicant municipal corporation, county or township shall be included in the Council and deemed a Member hereunder if its inclusion is approved by the affirmative vote of at least two-thirds (2/3) of the representatives in the Assembly and the applicant municipal corporation, county or township executes the Agreement, and appropriates and remits to the Fiscal Agent an initial monetary assessment for Aggregation Costs in an amount recommended by the Board of Directors and approved by the Assembly. The applicant shall thereafter be a Member and be assessed its portion of the Aggregation Costs by the same method and using the same formula as any other member, in accordance with the Bylaws.

Section 7. Amendments.

This Agreement may be modified, amended, or supplemented in any respect not prohibited by law upon the approval of the modification, amendment or supplement by the representatives of at least two-thirds (2/3) of the Members; and the amendment, modification, or supplement shall thereupon become binding upon all Members.

Section 8. Term of the Agreement.

It is the express intention of the Members that this Agreement shall continue for an indefinite term, but may be terminated as herein provided.

Section 9. Termination of the Agreement.

In the event that the governing bodies of two-thirds (2/3) of the Members, by duly adopted legislation, determine that this Agreement shall be terminated, the Board of Directors shall meet within thirty (30) days following its receipt of certified copies of the legislation. At that meeting, the Board of Directors shall determine the date upon which this Agreement and the activities and operations of the Council shall terminate and make recommendations to the Assembly with respect to any matter which must be resolved in connection with the termination of the Council and which is not addressed by this Agreement, the Bylaws, or any Program Agreement.

Upon termination of this Agreement, any Additional Program Agreement shall automatically terminate. After payment of all known obligations of the Council in connection with each Additional Program, any surplus remaining in any Additional Program fund shall be distributed among the participating Members in the manner provided in the Additional Program Agreement. After payment of all known obligations of the Council, any surplus remaining in the Aggregation Fund shall be distributed among the Members as determined by the Board of Directors.

No Member shall be required, by or under this Agreement or the Bylaws, by an amendment or otherwise, to pay any sum upon termination hereof, unless it shall have expressly agreed thereto.

Section 10. Effectiveness and Counterparts of the Agreement.

This Agreement shall not be effective until (i) the Agreement is signed by the representatives of not less than ten (10) Members as authorized by duly adopted legislation of the governing body of each of those Members; and (ii) the voters of those Members have approved the Aggregation Program in accordance with Ohio Revised Code Section 4928.20. This Agreement may be signed in separate counterparts on behalf of any one or more than one, of the Members, without necessity for any one counterpart to be signed on behalf of all Members. Separately signed counterparts shall be filed with the Fiscal Agent and shall constitute one Agreement.

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ADOPTED THE 8th DAY OF NOVEMBER, 2000

AMENDED THE 27th DAY OF JUNE, 2002

AMENDED THIS 13th DAY OF NOVEMBER, 2008

NORTHEAST OHIO PUBLIC ENERGY COUNCIL

By: _____
Ron McVoy, Chairman

MEMBER

By: _____

Its: _____

Northeast Ohio Public Energy Council

**NATURAL GAS AGGREGATION
PROGRAM
PLAN OF OPERATION & GOVERNANCE**

For Member Communities

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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 approximately 131 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.

Combining customer interests of the NOPEC member communities increases leverage, resources, and buying power of participating customers in member communities. Under the proposed opt-out Natural Gas Aggregation Program; participation is voluntary for each individual customer in a member community. 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. New member communities shall have the opportunity to join NOPEC.

The Natural Gas Plan was adopted after public hearings were held in accordance with Section 4929.26(C) 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 been undertaken as an “opt-out” program that requires authorization of communities and their constituents in a public process. 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.

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 or resolution authorizing Natural Gas Aggregation Program for customers;
- 1.3.2.** 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. 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. 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. Any enrolled customer participating in the 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.

1.4. 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. Acquisition of electronic list of eligible customers in member communities from the natural gas distribution utility;

- 1.4.4. 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. Electronic customer list revised by NOPEC Supplier(s) who remove responding opt-out customers from the list;
- 1.4.6. Revised electronic customer list transmitted back to the natural gas distribution utility for customer transfer;
- 1.4.7. 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;
- 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

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 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.

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. 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

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.

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 off 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 Natural Gas Aggregation Program.

2.4.2. Activation of Customer Service in a Member Community

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).

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

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

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

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.

2.4.6. 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.

2.4.7. 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.

2.5. Customer Care

2.5.1. 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.

2.5.2. 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.

2.5.3. 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.

2.5.4. 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.

2.5.4.1. 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.

2.5.4.2. 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.

2.5.4.3. 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.

2.5.4.4. 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.

2.5.4.5. Resolution of Consumer Complaints

It is important that customer complaints be directed to the proper party. The selected Supplier(s) shall ensure that each participating customer receives a printed copy of a toll-free number to call regarding service problems or billing questions. The Supplier shall refer

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

2.5.4.6. 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.

2.5.4.7. 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.

2.6. Rights and Responsibilities of Program Participants

2.6.1. 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).

2.6.2. 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.

2.6.2.1. 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.

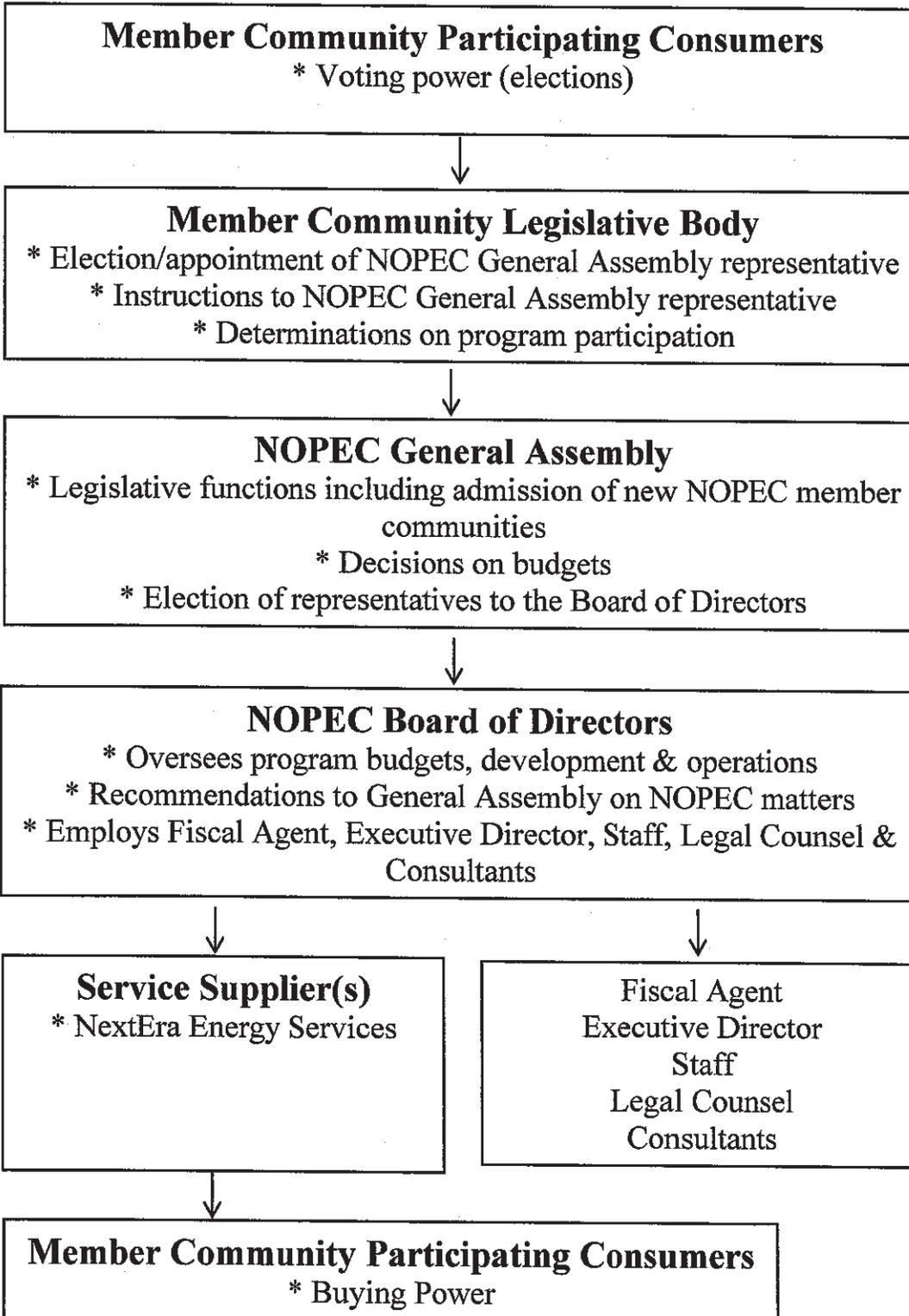
NOPEC's legal counsel, Bricker & Eckler LLP, handles the legal needs of energy producers, energy customers in both the public and the private sector, as well as new energy marketers, providing legal services ranging from representation in regulatory proceedings, to negotiating new contractual relationships, 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 NOPEC programs. In addition, they may provide instructions to their NOPEC General Assembly representative. They may also raise issues directed to them by residents for the NOPEC General Assembly or Board of Directors to address.

3.6. NOPEC Assembly

The NOPEC General Assembly acts as the legislative body of NOPEC including decisions on budgets and other matters directed to it by the NOPEC 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 NOPEC Board of Directors provides recommendations regarding budgets to the NOPEC General Assembly; it approves purchases of equipment, facilities or services within the approved budgets and employs and provides instruction to the Fiscal Agent, Executive Director, Staff, Legal Counsel and Consultants.

3.8. Executive Director, Staff, Legal Counsel and Consultants

The Executive Director, Staff, Legal Counsel and Consultants act upon the instructions of the NOPEC Board of Directors to carry out the development and implementation of programs contracts monitoring and reporting on program statuses.

3.9. Service Supplier(s)

Service suppliers contract with NOPEC to provide firm, all requirements retail gas supply to participating consumers in member communities, or other specified services.

3.10. Member Community Participating Consumers

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