AGENDA

AGENDA

Date: May 13, 2019

Agenda, Bay Village City Council
Committee Meeting
Conference Room, Bay Village City Hall
David L. Tadych, Vice President of Council, Presiding

ANNOUNCEMENTS

COMMITTEE OF THE WHOLE

Amendment to Chapter 1163 of the Codified Ordinances of the City of Bay Village by amending Section 1163.05 relating to fence regulations.

ENVIRONMENT, SAFETY AND COMMUNITY SERVICES COMMITTEE-Mace

Request to advertise for bids for the construction and installation of two (2) pedestrian crosswalks, one at Cahoon and Lake Roads, and one at Columbia and Lake Roads.

FINANCE & CLAIMS COMMITTEE-Tadych

Note Ordinances – Second Reading at Special Meeting of Council.

Amended Appropriation Ordinance.

PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE-Maier

PUBLIC IMPROVEMENTS, STREETS/SEWERS/DRAINAGE COMMITTEE-Stainbrook

Contract with Chagrin Valley Engineering for professional engineering services for erosion prevention and restoration for Lakeside Cemetery for a fee of $25,350.

RECREATION & PARKS IMPROVEMENT COMMITTEE- Winzig

Amending Chapter 539 of the Codified Ordinances of the City of Bay Village by enacting Section 539.07 (i) relating to prohibiting smoking in parks.

Contract with Sixmo for architectural services for the design of the Cahoon Memorial Park Restroom Facility for a fee of $20,000.

SERVICES, UTILITIES & EQUIPMENT COMMITTEE-DeGeorge

Amendments to Electric Power Aggregation Plan of Operation and Governance.

MISCELLANEOUS
AUDIENCE

CAHOON MEMORIAL PARK TRUSTEES
President of Council Clark called the meeting called to order in the Conference Room of Bay Village City Hall at 7:30 p.m.

Present: Clark, DeGeorge, Mace, Maier, Stainbrook, Tadych, Winzig, Mayor Koomar.

Also Present: Law Director Barbour, Finance Director Mahoney, Director of Public Service and Properties Liskovec, Fire Chief Lyons, Recreation Director Enovitch, Building Director Eric Tuck-Macalla.

AUDIENCE

Clare Banasiak, Tom Kelly.

ANNOUNCEMENTS

Mayor Koomar advised that the Dover Center Road railroad tracks have been reopened, following a short period of closure for maintenance.

The application for the grant that will be used for the School Resource Officer (SRO) was filed on May 3, 2019, put in with a pending candidate. The City is still working with the Schools on the Memorandum of Understanding, but it appears that the final wording is very close to being completed. A final copy was not needed for the grant application.

Police Chief Spaetzel has spoken with the schools regarding a School Violence Prevention Program. This would involve Capital dollars for security improvements at the schools, but it is something that would require an application by the City on behalf of the schools through the law enforcement channel. Chief Spaetzel is working with the schools’ finance and safety personnel to see what might be applicable. Kathryn Kerber, Project Manager, will be applying for this funding as well.

Columbia Gas was due at the Columbia Road Culvert Project site for the moving of lines, but had to respond to an emergency elsewhere and will be on the site on Tuesday, May 7.

COMMITTEE OF THE WHOLE

Laura Sherman
Sustainable Energy Services.

Laura Sherman, Sustainable Energy Services, addressed City Council, introducing her husband, Tom, noting that aggregation is a team effort at their firm.
Ms. Sherman explained that the City of Bay Village has been in an aggregation program for electricity for nine years with First Energy Solutions. That contract will expire in November of 2019 and Sustainable Energy Services (SES) has been working with other suppliers as well as First Energy Solutions to gather pricing for the City. Ms. Sherman distributed a table showing, from 2017 to 2018, the estimated residential and commercial load for Bay Village. For the period of May 2016 and May 2019, when looking at what has been the rate for First Energy Solutions, that simple average rate is 5.48 cents per kilowatt hour. The First Energy Solutions rate is a variable rate which changes from month to month. The residents have been getting a 6% discount. Small commercial businesses under 700,000 kilowatt hours of usage are getting a 4% discount. If nothing is done, and the City does not go into any programs or sign any contracts, electricity is still supplied. The electricity comes from The Illuminating Company, and that is known as the default rate. The default rate changes month to month, based on different riders and there are many components that go into building that rate.

Ms. Sherman displayed the default rate shown in blue-gray, the small commercial businesses shown in navy blue, the orange block behind the graph are the NOPEC rates. (See “Historic Rates for Bay Village Businesses” attached). The NOPEC aggregation program is another type of aggregation that the City could have joined, but did not. The City chose to be its own aggregator and work directly with First Energy Solutions at that time. It has worked out to the City’s benefit.

Ms. Sherman then displayed the residential rates. One of the 48 month offers on the table at this time is 4.90 cents per kilowatt hour for the program. Mr. Clark noted the resident rate is going to be a function of the price and usage. Mr. Sherman stated that the average kilowatt usage per month, going back over ten to twenty years, has increased because of modern technology. Kilowatt usage has grown approximately 3% per year, on average.

Ms. Sherman stated the market is in a good spot now with 3.60 cents per kilowatt hour for wholesale electricity. It is a good time to be pricing, and it is Ms. Sherman’s recommendation to locking in a rate sooner than later. Mayor Koomar noted that there are three entities that want to bid on the electricity. It appears that First Energy Solutions is giving good, competitive prices.

Mr. Clark asked if the City moved away from First Energy Solutions there would be a penalty of exiting more than 60 days prior to the termination of the contract. Ms. Sherman stated that the City would not exit prior to the termination of the contract, and would have to give notice 60 days prior, but they are suggesting it be done a little bit earlier and let them know they may not be selected if this process continues. SES hopes that the process will continue quickly to take advantage of the market where it is now. Mr. Barbour has gone through contract review and suggested revisions to which the suppliers have complied. There are a few other things remaining to be done with the Plan of Governance, and once that is completed the City will be able to move forward. Not every supplier is able to bid on residential aggregation. Constellation, First Energy Solutions, and Dynergy will be bidding. The 48 month period will commence at the end of the current contract. The rate will fall on the meter read of 2019. The opt out provision will come with the provider. The opt out procedure is a letter sent by the provider to every resident and every small business. They have the option to sign a card, send it in, and opt out. If they don’t opt out, they are opted in. Mayor Koomar noted that a public
information session can be scheduled for residents, along with a communication strategy. He noted that advantage of having a fixed rate for the residents from month to month.

Mr. Clark noted that residents are now paying the default rate of 5.70 cents per kilowatt hour. There is an offer now of 4.90 cents per kilowatt hour for an extended period of time.

Mayor Koomar stated that there is some language that will need to be changed and adopted for the City to be able to go out and get multiple suppliers’ bids. Law Director Barbour stated that a Plan of Governance was drafted and enacted in 2010 that needs to be amended because it is specific to First Energy Solutions. It has specific language for the nine-year term of agreement. It needs to be changed to be provider neutral, rather than provider specific. It can then stay in place much longer unless there is a statutory change.

Mr. Clark stated that there was a grant payment of $184,000 by First Energy Solutions to the City with the contract of 2010. Ms. Sherman stated that the Empowering the Cities grant can be built into the price with a new contract. For example, the price offer of 4.90 cents per kilowatt hour is without any grant money. If the City went to 4.94 cents per kilowatt hour that would yield $5.00 per resident, or $20,000 on an annual basis back to the City.

Mr. Clark asked the recommendation of SES. Ms. Sherman stated that she would like to review all of the bids, but likes the longer time pricing, and for stability it is a good option. A due date of May 17 is set for submission, with a final decision on May 20, 2019. The amended governance plan will be presented to Council on May 13, 2019, and approval or ratification of a contract on May 20, 2019.

Mayor Koomar noted that when Council has completed the electricity aggregation, the last piece will be natural gas aggregation which does not have a deadline date of November 19, 2019. Ms. Sherman stated that the natural gas aggregation contract is under NOPEC so there is more work to do and involvement by the Law Department. Mr. Clark noted that it would be interesting to know how the NOPEC program actually played out versus what was represented to the City. The minutes of the meetings held at the time of accepting the NOPEC program are a source of reference. Ms. Sherman noted that the NOPEC program runs similar to the First Energy Solutions program for gas, running under the standard choice offer that is put forth by Columbia Gas Company. The discrepancies are not as dramatic as electric.

Ms. Maier asked what the term of the contract will be for considering an offering. Ms. Sherman stated that they will look at a 12, 24, 36, or 48 month contract. A nine-year contract is difficult and the City would not want to be tied to a nine-year contract again. Ms. Sherman stated that she is happy to hold education sessions for residents, talking about the PUCO Apples to Apples because some residents may want to do their own choosing and would like education on how they might do that and what that entails. Ms. Sherman would also speak about Buyer Beware and offers that some suppliers are advertising.

Tom and Laura Sherman were thanked for the information they presented this evening.
Mr. Mace stated that he will present an amendment to the fence ordinance, hopefully at the May 13, 2019 meeting of Council.

Law Director Barbour stated that the version of the ordinance that came out of the Environment, Safety and Community Services Committee will be sent to Council for consideration and first reading on Monday, May 13, 2019. Mr. Mace commented that this will be brought to the Committee of the Whole, and there was not a consensus reached by the Environment, Safety and Community Services Committee members. Mr. Mace will introduce the ordinance and ask his colleagues on the Environment, Safety and Community Services Committee to express their opinions regarding the ordinance after the introduction of the ordinance.

Mr. Clark noted that it would also be fair to get feedback from the administration and the members of the Board of Zoning Appeals. Mr. Mace stated that there are three different opinions from the members of the Environment and Safety Committee, and an opportunity will be given to the committee members to speak, as well as the entire Committee of the Whole, Board of Zoning Appeals members, and the members of the audience.

FINANCE & CLAIMS COMMITTEE-Tadych

April 2019 Financial Reports of the City of Bay Village.

Mr. Tadych stated that the Finance Committee reviewed the April 2019 financial reports of the City at their Finance Committee meeting held this evening. A motion will be presented at the Special Meeting of Council this evening to acknowledge receipt of the financial reports.

Council Salaries.

The Finance Committee also reviewed the current salaries of the members of Council at their Finance Committee meeting held this evening. Further review will follow. Mr. Clark noted that the Finance Committee will welcome the input of all members of Council. Information has been gathered from other cities, and further information will be requested as to whether there are built in increases in compensation in those cities’ legislation. It is necessary to pass ordinances prior to August, at least 60 days before the election.

First Reading of Debt Issuance Legislation.

Mr. Tadych will introduce six ordinances for the issuance of notes at the Special Meeting of Council this evening, totaling $5,300,000 in debt for one year. Each one of the ordinances has a fixed anticipation bond time and Mr. Tadych will state that information at the Council meeting in chambers. Mr. Mace noted that there is a duplicate Section 11 on all of the debt ordinances. The ordinances will be amended by reading.

PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE-Maier

Ms. Maier had no report this evening.
PUBLIC IMPROVEMENTS, STREETS/SEWERS/DRAINAGE COMMITTEE-
Stainbrook

Lakeside Cemetery Update

Mayor Koomar stated that the Lakeside Cemetery Project was discussed at the Finance Committee meeting held this evening. There was a change in the plans on the part of the City of Avon Lake for the Walker Road Park retention pond. The work has been rescheduled for January of 2020.

There are issues with the Lakeside Cemetery erosion because lake levels have not dropped. The Mayor displayed pictures of the erosion to the Council, explaining the increase in the erosion in the past six months. Director of Public Service Liskovec also noted that water levels are expected to rise again this year, increasing erosion. Mayor Koomar stated that City Engineer Don Bierut will address Council in the future regarding the Ohio Department of Natural Resources suggestions for stabilizing the soil. There is also a private property component to the erosion, and Law Director Barbour will be addressing that issue, noting that public funds can only be spent on public property.

Mr. Clark stated that it would be helpful to have engineer Don Bierut come in and talk about the cemetery erosion to learn exactly what will be accomplished.

RECREATION & PARKS IMPROVEMENT COMMITTEE- Winzig

Mr. Winzig advised that based on conversations last week regarding the No Smoking in the Parks ordinance, the draft ordinance has been reviewed with the Law Director. Revisions will be incorporated per the discussions and the ordinance will be brought back to the Committee of the Whole. The police issue that was discussed will be removed.

Motion to approve the filing of an application grant by the Cuyahoga Soil and Water Conservation District for the Cahoon Creek Improvement Project.

Director of Public Service and Properties Liskovec advised that he has received correspondence from the Cuyahoga Soil and Water Conservation District regarding an application they will file for a restoration grant in the amount of $50,000. The district is looking to target, with the permission of the City of Bay Village, the Cahoon Creek, along with creeks in Rocky River and Euclid for clean-up of areas around the creeks. The application is due on Friday, May 10, 2019. More information will be sent to Council when it is available from the Cuyahoga Soil and Water Conservation District. Council will approve the filing of an application for the grant at the Special Meeting of Council, and Cahoon Memorial Park Trustees meetings this evening.

SERVICES, UTILITIES & EQUIPMENT COMMITTEE-DeGeorge

Purchase of two (2) 2019 Ford F-250 4WD Regular Cab Pick-Up Trucks.
Ms. DeGeorge asked Director of Public Service and Properties Liskovec to comment on the purchase of vehicles for the Service Department that are scheduled to be approved by Council by Resolution at the Special Meeting of Council to be held this evening.

Mr. Liskovec advised that the cab pick-up trucks are utility vehicles used for snow removal in the winter time, allowing access to tighter places than the larger trucks used for snow removal. The four wheel drive also helps with the snow removal, and off pavement work. The full amount budgeted is not represented with the purchase price because of the need to outfit the trucks with snowplows, spray and bed liners for tools and debris, strobe lights, warning lights, communication radios, and toolboxes.

Purchase of one (1) new 2019 Leach 20 Cubic Yard Rear Load Packer, mounted on a 2019 single Axle Freightliner M-2 Chassis.

Director Liskovec stated that the rear load packer will replace the current packer which is approaching the twenty-year limit, and was removed from service due to a cracked frame. Included in the purchase price is a trade for that packer in the amount of $1,000. The chassis for the new truck is in the inventory at Leach, and a price advantage is realized through the purchase of a 2019 chassis.

Mr. Clark noted that the current packer is 25 cubic yards, and asked if there will be different uses because of the size difference. Mr. Liskovec stated that the use is the same, but the smaller packer does allow handling of smaller areas. The current, tandem axle unit is more cumbersome and more difficult to use in smaller streets.

Mr. Mace asked if both units will be used throughout the year. The old unit was pulled off the road for brake service two weeks ago and it was timely to service all three axles. Four to five trucks with two men apiece had to be put on the road to compensate for not having the large truck on the road. In the heavy brush pick up/clean up work, the packers will be used at their fullest on a rotation basis.

MISCELLANEOUS

Law Director Barbour advised that a resident has contacted the City with interest in a lot that the City owns on a paper street. The paper street is called Calvin, and is between Vineland and Upland Roads, and between East Oakland Drive and Wolf Road. The City owns three or four lots on this paper street. This particular lot of interest to the resident was obtained through a delinquent property tax auction, and was defaulted to the City. Mr. Barbour talked to the various departments in the City, and there is no real use for the property. It would have to be sold at auction to the highest bidder, along with other requirements due to the way it was obtained. The lot will need to be appraised. The parcel No. is 204-15-050.

Ms. Maier asked if the person interested in the property is an adjacent property owner interested in expanding their property. Law Director stated that this is correct, and the way the paper street is currently is that there is a house that sits right where the street would be on both the north and south ends. The property owner interested owns an adjacent lot and a lot on Vineland, so he would want to consolidate the three lots into one lot. There is a requirement of a minimum bid
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May 6, 2019

set by statute because of the way the lot was obtained. There is a relationship of the sale price to the appraisal value.

Ms. DeGeorge asked if this has ever happened before when a resident wanted to obtain a parcel.

Mayor Koomar stated that it has happened a handful of times over the years.

Mr. Tadych stated that there was some discussion at one point about extending Calvin Road. Mayor Koomar stated that there is property at both ends which would have to be sold. Mr. Tadych stated that there was a developer at one time who was interested.

Mr. Barbour stated that nothing about the sale of this parcel would prohibit the street from going on. It is a platted parcel, already laid out, and one of 18 to 20 parcels on the street.

Mrs. Mahoney asked if it would be possible to place the value on the property according to the valuation set by Cuyahoga County, instead of an appraisal. Mr. Barbour stated that the City would be better served in the long run with an appraisal. Mrs. Stainbrook expressed the hope that the appraisal would not cost more than the minimum value of the property. Mr. Barbour stated that by statute the cost of the appraisal must be covered with the sale of the property.

Ms. Maier noted that the sale of the property transfers liability of the property should there be an accident in the future with a falling tree or some other occurrence.

Mr. Barbour noted that the City has no need for the property. If the road went through, nothing about this sale would prevent that from occurring. Mr. Barbour will move forward with the process of auction.

**Mr. Winzig** reported that Project Manager Kathryn Kerber has been investigating potential website vendors. Mr. Winzig had the opportunity to sit in on three of the presentations. Ms. Kerber has done a very nice job of vetting all of the vendors and what the City would like to see in the system. A survey of surrounding communities was done to find out what vendors they use, and then brought in three companies: Civic Plus, Granicus, and Municode. Each gave a very lengthy presentation and answered many questions, and have now given Ms. Kerber dollar proposals. Ms. Kerber is in the process of putting that together for the website work, and will put together a recommendation. Recreation Director Enovitch and Assistant Recreation Director Coffin were also very helpful and did an outstanding job. A package will be put together for Council’s review.

Mr. Winzig advised that in the Ohio Municipal League bulletin that was included in Council’s packet this week, there was a note that the Bureau of Worker’s Compensation has awarded body armor grants to municipalities. Mr. Winzig asked if the City of Bay Village is on the list of recipients. Finance Director Mahoney will request information from Police Chief Spaetzel. Mayor Koomar noted that safety departments have been outfitted with equipment from the Emergency Services Board from the county.

**AUDIENCE**
Committee Meeting of Council  
May 6, 2019  

There were no comments from the audience this evening.  

There being no further comments or discussion, the meeting adjourned at 8:17 p.m.  

_________________________________  ________________ ________________  
Dwight A. Clark, President of Council  Joan Kemper, Clerk of Council
ORDINANCE NO.
INTRODUCED BY:

ORDINANCE
AMENDING CHAPTER 1163 OF THE CODIFIED ORDINANCES OF
THE CITY OF BAY VILLAGE BY AMENDING SECTION 1163.05 RELATING TO
FENCE REGULATIONS AND DECLARING AN EMERGENCY

NOW THEREFORE, be it ordained by the Council of the City of Bay Village, Ohio:

SECTION 1. That Codified Ordinance Chapter 1163.05 which presently reads as follows:

“1163.05 - Fence regulations.
(a) General. Fences shall be designed to be aesthetically attractive and shall present a finished side to the adjoining property, which side shall not be adorned with signs, graphics or paintings of any kind. Fences shall be maintained in good repair and appearance.
(b) Placement. Fences shall be confined to the area within the lot line of the fence owner's property. Fences may be constructed anywhere within the limits of any required yard provided, however, the fence meets the regulations for that yard and the regulations that apply to any yard. In the event of property line dispute, it will be the responsibility of the party installing the fence to provide a survey at their cost.
(c) Any yard.
   (1) The requirements for swimming pool protective barriers shall take precedence where such requirements are in conflict with the regulations of this chapter.
   (2) Any enclosing structure intended to serve exclusively as a dog run shall conform to the setback requirements for an accessory use or structure in Residence Districts.
   (3) A chain link fence or other substantially open fence not used as a sight barrier, privacy screen, windbreak or dog run, shall not exceed four feet, four inches in height. The fence posts shall not exceed four feet, six inches in height.
   (4) Any fence within ten feet in any direction from a point where any driveway, either on the fence owner's lot or the adjoining lot, intersects with the public sidewalk shall have a minimum of 75 percent open area.
   (5) At least one unlocked gate or fence opening of a minimum of three feet in width shall be provided in each yard to permit emergency entrance from the street.
   (6) No electrified or barbed wire fence shall be erected or installed in any location.
   (7) Any living fence within ten feet in any direction from a point where any driveway, either on the fence owner's lot or the adjoining lot, intersects with the public sidewalk shall not exceed three feet in height.
(d) Front yard. Fences within the front yard shall not exceed three feet, four inches in height. The fence posts shall not exceed three feet, six inches in height. Fences shall be setback at least one foot from public sidewalk.
(e) **Rear yard.** Fences within the rear yard shall not exceed four feet, four inches in height. The fence posts shall not exceed four feet, six inches in height. (Ord. 04-65. Passed 5-17-04.)

(f) **Side yards.** Fences within side yards shall not exceed four feet, four inches in height with fence posts maximum four feet, six inches in height. Fence shall be setback at least one foot from public sidewalk. (Ord. 04-140. Passed 11-15-04.)

(g) **Lakefront yard.** Fences on a lakefront lot that are within the rear yard or the side yard which is adjacent to Lake Erie, lakefront yard, shall not exceed four feet, four inches in height confined to a distance not greater than 20 feet toward the lake from the main building. Only protective barriers which are not to exceed four feet, four inches in height with a minimum of 75 percent open area are permitted elsewhere within the lakefront yard. Fence posts shall not exceed four feet, six inches in height.

(h) **Privacy screen.**

   (1) A privacy screen may be constructed only behind the established building setback line or building line whichever is greater so that the length of the screen shall not exceed ten percent of the perimeter of the total lot.

   (2) The privacy screen shall not exceed six feet, four inches in height. The posts shall not exceed six feet, six inches in height.

   (3) The privacy screen shall not exceed 32 feet in any direction.

   (4) No privacy screen between four feet, four inches and six feet, four inches in height with fence posts maximum four feet, six inches and six feet, six inches in height respectively shall be installed closer than ten feet from the adjacent neighbors' houses except when specifically consented to in writing by the neighbor, a copy of which shall be filed with the Department of Building Engineering and Inspection.

(i) **Adjacent to nonresidential uses.** Fences on residential properties adjacent to nonresidential uses may be six feet, four inches in height along property lines which abut such nonresidential use; however, such fence shall be no closer than 20 feet from the front property line. The fence posts shall not exceed six feet, six inches in height. (Ord. 04-65. Passed 5-17-04.)

(j) **Temporary wildlife fences.** Temporary fences to prevent the entry of animals into vegetable gardens are permitted when installed and maintained in compliance with the following requirements:

   (1) Temporary fences may only be constructed using vinyl/plastic mesh open style netting material being either black or green in color. The material used shall be designed, manufactured and advertised for the prevention of animal entry. Fence post material shall be steel and either black or green in color and must be designed, manufactured and advertised for this type of fence.

   (2) Temporary fences may be installed in the rear yard only and must be at least three feet from property lines.

   (3) Temporary fences shall not exceed eight feet four inches in height and fence posts shall not exceed eight feet six inches in height.

   (4) Temporary fences may be installed on or after April 1 and shall be removed no later than November 15 of each year.
be and the same is amended to read:

“CHAPTER 1163.05 – FENCE REGULATIONS

(a) General. Fences shall be designed to be aesthetically attractive and shall present a finished side to the adjoining property, which side shall not be adorned with signs, graphics or paintings of any kind. Fences shall be maintained in good repair and appearance.

(b) Placement. Fences shall be confined to the area within the lot line of the fence owner's property. Fences may be constructed anywhere within the limits of any required yard provided, however, the fence meets the regulations for that yard and the regulations that apply to any yard. In the event of property line dispute, it will be the responsibility of the party installing the fence to provide a survey at their cost.

(c) Any yard.

(1) The requirements for swimming pool protective barriers shall take precedence where such requirements are in conflict with the regulations of this chapter.

(2) Any enclosing structure intended to serve exclusively as a dog run shall conform to the setback requirements for an accessory use or structure in Residence Districts.

(3) A chain link fence or other substantially open fence not used as a sight barrier, privacy screen, or windbreak or dog run, shall not exceed four feet, four inches in height. The fence posts shall not exceed four feet, six inches in height.

(4) Any fence within ten feet in any direction from a point where any driveway, either on the fence owner's lot or the adjoining lot, intersects with the public sidewalk shall have a minimum of 75 percent open area.

(5) At least one unlocked gate or fence opening of a minimum of three feet in width shall be provided in each yard to permit emergency entrance from the street.

(6) No electrified or barbed wire fence shall be erected or installed in any location.

(7) Any living fence within ten feet in any direction from a point where any driveway, either on the fence owner's lot or the adjoining lot, intersects with the public sidewalk shall not exceed three feet in height.

(d) Front yard. Fences within the front yard shall not exceed three feet, four inches in height. The fence posts shall not exceed three feet, six inches in height. Fences shall be setback at least one foot from public sidewalk.

(e) Rear yard. Fences within the rear yard shall not exceed four feet, four inches in height. The fence posts shall not exceed four feet, six inches in height. Any fence greater than four feet, four inches shall have a minimum of 75 percent open area.

(f) Side yards. Fences within side yards shall not exceed four feet, four inches in height with fence posts maximum four feet, six inches in height. Fence shall be setback at least one foot from public
sidewalk. (Ord. 04-140. Passed 11-15-04.)

The fences Any fence greater than four feet, four inches shall have a minimum of 75 percent open area.

(g) Lakefront yard. Fences on a lakefront lot that are within the rear yard or the side yard which is adjacent to Lake Erie, lakefront yard, shall not exceed four feet, four inches in height confined to a distance not greater than 20 feet toward the lake from the main building. Only protective barriers which are not to exceed four feet, four inches in height with a minimum of 75 percent open area are permitted elsewhere within the lakefront yard. Fence posts shall not exceed four feet, six inches in height.

(h) Privacy screen.

(1) A privacy screen may be constructed only behind the established building setback line or building line, whichever is greater, so that the total length of the screen shall not exceed ten percent of the perimeter of the total lot and the privacy screen shall not exceed 32 feet in a single direction. In addition, the privacy screen may have a transitional section not to exceed eight feet in length in either direction that provides a gradual decrease in height from six feet, four inches to four feet four inches, to be approved by the Building Director.

(2) The privacy screen shall not exceed six feet, four inches in height. The posts shall not exceed six feet, six inches in height.

(3) No privacy screen between four feet, four inches and six feet, four inches in height with fence posts maximum four feet, six inches and six feet, six inches in height respectively shall be installed closer than ten feet from the adjacent neighbors' houses except when specifically consented to in writing by the neighbor, a copy of which shall be filed with the Department of Building Engineering and Inspection.

(i) Adjacent to nonresidential uses. Fences on residential properties adjacent to nonresidential uses may be six feet, four inches in height along property lines which abut such nonresidential use; however, such fence shall be no closer than 20 feet from the front property line. The fence posts shall not exceed six feet, six inches in height. (Ord. 04-65. Passed 5-17-04.)

(j) Temporary wildlife fences. Temporary fences to prevent the entry of animals into vegetable gardens are permitted when installed and maintained in compliance with the following requirements:

(1) Temporary fences may only be constructed using vinyl/plastic mesh open style netting material being either black or green in color. The material used shall be designed, manufactured and advertised for the prevention of animal entry. Fence post material shall be steel and either black or green in color and must be designed, manufactured and advertised for this type of fence.

(2) Temporary fences may be installed in the rear yard only and must be at least three feet from property lines.

(3) Temporary fences shall not exceed eight feet four inches in height and fence posts shall not exceed eight feet six inches in height.
(4) Temporary fences may be installed on or after April 1 and shall be removed no later than November 15 of each year.

(Ord. 10-70. Passed 6-21-10.)”

and present 1163.05 is hereby repealed.

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 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.

PASSED:

__________________________
PRESIDENT OF COUNCIL

__________________________
CLERK

__________________________
MAYOR

05.07.19 jt
All,

Here is more information for the requested agenda items:

Project Estimates for Lake Rd Crossings per CVE:
The estimated cost of constructing the Rectangular Rapid Flash Beacon Crosswalks near the intersections of Cahoon Road and Columbia Road is $84,470. That cost includes the cost of installing curbed pedestrian refuge islands at both locations. The breakdown is as follows:

- Cahoon location: $34,040
- Columbia location: $35,430
- Miscellaneous (Bonds, Maintenance of Traffic, etc) $15,000

Also attached is the proposal for the erosion work at the cemetery.
OVERVIEW

1. Action Requested
Adjust Appropriation ordinance for the following:

- remove Capital improvement to fund improvements to Walker Road Park and instead replace with improvement to Lake Erie shoreline near the cemetery.

2. Detail of Changes
Walker Road Park total project was budgeted for $550,000. This was to be split with Avon Lake at a cost of $275,000 each. The City was going to fund this through partial funding from the Sewer Fund (580) $100,000 and the remainder from debt ($175,000). This project has been pushed to 2020.

It was recently discovered that the erosion near the cemetery has drastically changed in the last month increasing the need to remediate the problem. City will use the originally intended $175,000 for Walker Road Park to correct issues with the cemetery. The other $100,000 budgeted from the Sewer Fund has been removed.
April 29, 2019

City of Bay Village
350 Dover Center Road
Bay Village, Ohio  44140

Attention: Jon Liskovec
Director of Public Service and Properties

Re:   Lakeside Cemetery
      Bay Village, Ohio

Dear Mr. Liskovec:

Chagrin Valley Engineering, Ltd. (CVE) is pleased to provide the attached surveying and engineering services proposal to design shoreline protection at the Lakeside Cemetery site.

As noted in the attached the proposed fee for this project is $25,350.00.

Please note your acceptance of our proposal by signing below. Please provide a Purchase Order Number to our office at your earliest convenience.

Respectfully submitted,
Chagrin Valley Engineering, Ltd.

Donald Bierut, PE, Partner

Enclosures

Proposal Acceptance:

________________________________________   ________ ______
Jon Liskovec              Date
Director of Public Service and Properties
**Scope of Services**

It is assumed that stone revetment will be necessary along the shoreline base, with grading back to the cemetery elevation. Terracing and/or retaining walls may be required. The following scope of services is proposed:

1. Determine property boundaries/easement access and rights. Use existing plat and information from City as much as possible
2. Perform existing conditions survey
3. Design shoreline protection
4. Design grading and retaining wall section (if needed) up slope
5. Design the replacement of the deck/sitting areas (if City’s responsibility)
6. Prepare permit application(s) for submerged lands lease (if shoreline protection is below Ordinary High Water) and shoreline construction permit for Ohio Department of Natural Resources permits
7. Prepare bid document and bid project
8. Construction management

Our proposed scope does not include any necessary soil investigations.

**Proposed Fee**

Our proposed fee is as follows:

- Survey - $3,000.00
- Design - $22,350.00 (See below)
- Total Fee - $25,350.00

As per our contract the design fee is calculated as follows. Preliminary construction cost of the project is estimated to be $200,000. In that regard, the design fee falls under the schedule included under Section 3 of our contract:

<table>
<thead>
<tr>
<th>COST OF CONSTRUCTION</th>
<th>FEE</th>
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<tr>
<td>$ 0 - $150,000</td>
<td>Hourly</td>
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<tr>
<td>$ 150,001 - $250,000</td>
<td>$18,000 plus 8.7% of the amount over $150,001</td>
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</table>

In accordance with the above the proposed fee is $18,000 + 8.7% of $49,999 or $22,350.00.
May 9, 2019

Mr. Curtis J. Krakowski, CSI, CDT
Infrastructure Manager
The City of Bay Village
350 Dover Center Road
Bay Village, Ohio 44140
ckrakowski@cityofbayvillage.com
440.899.3422

Re: Professional Services Proposal 50010419
Cahoon Memorial Park Multi-Use Facility

Mr. Krakowski,

We appreciate the opportunity to provide you with this professional services proposal regarding the above referenced project. We have discussed your projects in depth and reviewed the information you provided in an effort to develop a thorough understanding of the project parameters. This understanding is reflected in the following proposal for professional services.

Please review this document and feel free to contact me if you have any questions or comments in its regard. I am also generally available between 7:30 AM - 5:00 PM EST in our office at 216-767-5400, extension 100, and always available via email at pthornton@sixmoae.com.

Sincerely,

Patrick E. Thornton, AIA
Principal
Sixmo, Inc.

Cc: Mayor Paul Koomar: pkoomar@cityofbayvillage.com
    Mr. Jon Liskovec: jlistsvec@cityofbayvillage.com
Understanding

The City of Bay Village (Client) is seeking architectural and engineering service related to the development of a new building. The services required include limited architectural and engineering design as required to facilitate the design/construction/installation of traditionally designed or potentially pre-engineered and industrialized unit buildings in two locations in the City.

Each project will require architectural and structural engineering, as well as incidental civil design, plumbing design, electrical design, and potentially incidental HVAC design.

Cahoon Memorial Park Multi-Use Facility

This project will consist of designing a structure to be used by park patrons and soccer leagues of Cahoon Memorial Park. The structure will be located adjacent to the existing restroom facility on-site. The design will need to cater to the aesthetics of the park and nearby historical buildings. The preliminary program for this building includes public restrooms and athletic storage areas.

The city will consider the use of “turn-key” design structures with options to add additional design elements. This decision will be made upon completion of the design development phase.

The site currently has been evaluated for the Ohio EPA Rule 13 due to past landfill locations within the park. The design and development of the site must meet the requirements of Rule 13 permits and data discovered during the evaluation. We do not expect any trees to be cleared for this project, but it is noted that the project site is a potential roosting site for Indiana and Northern Long Ear bats and Kirtland’s Warbler migration.

The Budget for this project is $230,000, including A/E fees. The projected schedule includes a completion of construction in November of 2019.

Scope of Services

The scope of professional services for each project shall include the following tasks:

1. Schematic Design Phase:
1. Conceptual Design Phase:
   a. Facilitate project kick-off conference
   b. Undertake field measurements/observations
   c. Develop building program
   d. Develop schematic design drawings, including:
      i. Schematic Floor plan
      ii. Schematic Exterior elevations
   e. Review schematic design with the Client
   f. Revise design based on Client Commentary

2. Design Development Phase:
   a. Create design development documents, including
      i. Floor plan
      ii. Roof plan
      iii. Architectural details
   b. Develop preliminary opinion of probable construction costs
   c. Review project status with Client
   d. Determine delivery method (i.e., traditional construction, IU, or turn-key delivery)

3. Construction Documents Phase:
   a. Develop construction documents depicting the selected design, suitable for permitting, procurement, and construction.
   b. Alternatively, develop the performance criteria for the selection and procurement of an IU or a turn-key package.
   c. Review progress with the Client at 50% and 90% completion milestones.
   d. Provide responses to City of Bay Village plan examination and/or building official commentary.

4. Procurement Assistance:
   a. Assist the City of Bay Village with the procurement of contracts and/or material purchases relative to the projects.

5. Construction Administration:
   a. Facilitate pre-construction conference
   b. Review submittals and/or shop drawings
   c. Provide written responses to contractor’s requests for information
   d. Author change management documents
   e. Observe construction activities
   f. Facilitate periodic construction progress meetings
   g. Review periodic payment applications from the contractor(s)
   h. Facilitate “punch-out’ walk thru and identify deficiencies
   i. Assist the City with closeout documentation
Deliverables
Sixmo (Consultant) shall provide the following deliverables as a part of the base scope of work:

1. PDF Files for all deliverables, delivered via email.

Additional hard copies of deliverables are available to the Client at Consultant's cost of reproduction and labor, plus 10%.

Clarifications and Exceptions
1. Plan review and permit fees are excluded.
2. Construction documents will be completed on a Consultant title block utilizing Consultant graphic and design standards, such as layers, font styles, line colors, etc. Work will be completed utilizing Autodesk Revit or AutoCad.
3. Civil Engineering is not included in this scope of services. Utility design, topographic design, SWPPP and other site design components are not included.
4. Fire protection and/or fire alarm system design are not included in the scope of services.
5. Changes to the design that are not initiated by the Consultant after the beginning of the development of construction documents shall be included in the design and the changes shall be executed as an additional service. Design changes recommended by the Consultant shall be reviewed with the Client prior to integration and executed as negotiated additional services.
6. Coordination with design professionals executing work related to the services provided by the Consultant shall be the responsibility of the Client. Consultant will endeavor to coordinate work with other disciplines but shall accept no responsibility for conflicts resulting from the Client's or other design professional's or vendor's lack of coordination, communication, quality, omissions or errors.
7. Allowable bearing pressures for foundation design will take into account the presumptive load bearing values found in the Ohio Building Code, (subject to local requirements for a more stringent design), or those design values found in a geotechnical sub-surface analysis (by others).
Schedule
We are available to begin this work immediately. We will proceed according to a mutually agreeable schedule, with an objective of completed construction no later than November of 2019.

Professional Fees
The professional services outlined herein shall be provided as follows:

Using traditional design and construction documents:

Total Lump Sum Amount of: $20,000

Using a turn-key building materials purchase

Total Lump Sum Amount of: $12,000

Additional Services will be charged at an hourly rate of $125.00. Additional services will only be executed upon written direction from the Client. Consultant can provide the Client with an estimate to complete for all hourly additional services prior to the initiation of any task.

These fees are based on the language included in this professional services proposal. Any requested alterations to the language of this agreement may result in an adjustment to the proposed fee.

Expenses
Expenses included in the professional fees above include:

1. Reproduction of deliverables and in-house progress documents required to execute our services.
2. Mileage/Travel costs related to project meetings, and other local travel required to execute the scope of work.

Expenses that will be considered reimbursable, shall include:

1. Reproductions not included in the base scope of services.
2. Mileage/Travel over and above that specifically indicated as included in the base scope of services. This includes mileage and travel...
expenses incurred resulting from any additional services not specifically addressed above.

3. Postage/shipping costs for other than normal day-to-day firm operations, including the cost of shipping hard copies of construction documents and revisions to authorities having jurisdiction and to the Client.

Additional expenses, besides those described above, will be invoiced based on cost +10%. Additional expenses will only be incurred upon written direction from the Client.

Method of Payment

Payment for the proposed professional services will be invoiced monthly, based on the services provided and expenses incurred between the first and last day of the month, or upon completion of the scope of services. Payments are due Net 30 Days from their receipt.

If the Client fails to make payments to Consultant in accordance with this agreement, such failure shall be considered substantial non-performance and cause for termination; or, at Consultant’s option, cause for suspension of performance of services under this agreement. If Consultant elects to suspend services, Consultant shall give seven days’ written notice to the Client before suspending services. In the event of a suspension of services, Consultant shall have no liability to the Client for delay or damage caused the Client because of such suspension, and any expenses incurred in the interruption and resumption of Consultant’s services. Consultant’s fees for the remaining services and the time schedules may be equitably adjusted.

Standard of Care

In providing services under this agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant will perform its services as expeditiously as is consistent with professional skill and care, and the orderly progress of Consultant’s part of the Project. Regardless of any other term or condition of this Agreement, Consultant makes no express or implied warranty of any sort. All warranties, including
warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

**Defects in Service**

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remediing the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

**Construction Activities**

The Consultant shall not be responsible for the acts or omissions of any person performing any construction work, or for instructions given by the Client or its representatives to anyone performing any construction work, nor for construction means and methods or job-site safety.

**Copyrights and Licenses**

The Consultant and the Client shall warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the project.

The Consultant and the Consultant's subconsultants shall be deemed the authors and owners of their respective Instruments of Service, including drawings and specifications, and shall retain all common law, statutory and other reserved rights, including copyrights.

Upon execution of this agreement, the Consultant grants the Client a nonexclusive license to utilize the instruments of service solely for the project, provided that the Client performs its obligations, including payment based on the terms of this document.

If the Instruments of Service are used without retaining the Consultant or without the written permission of the Consultant, the Client releases the Consultant and Consultant's subconsultants from any and all claims and causes of action arising from such use. Any unauthorized use of the
Instruments of Service shall be at the Client's risk and without liability to the Consultant.

The Instruments of Service shall be defined as any representation, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Consultant and their subconsultants under their respective professional services agreements.

Dispute Resolution
Any claim or dispute between the Client and the Consultant shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator. If the Parties cannot agree upon a mediator, the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect.

Consequential Damages
Notwithstanding any other provision of this Agreement, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Third-Party Beneficiaries
Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because
of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

Acknowledgement

Please acknowledge acceptance of this proposal by signing below and returning a copy to the Consultant. Authorization to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition or deletion.

Acknowledgement and Acceptance:
(Consultant)
Sixmo Inc.

[Signature]

By: Patrick E. Thornton, AIA
Title: Principal
Date: May 9, 2019

Acknowledgement and Acceptance:
(Client)
The City of Bay Village

[Signature]

By: __________________________
Title: __________________________
Date: __________________________
City of
Bay Village
Electric Power
Aggregation
Plan of Operation
and Governance

October 21, 2010
Amended May 13, 2019
I. INTRODUCTION

Amended Substitute Senate Bill 3 ("S.B. 3") opened Ohio’s retail electric market as of January 1, 2001. S.B. 3 authorizes customer choice in the selection of suppliers of retail electric generation and declares electric generation service, aggregation service, power marketing, and power brokering as competitive retail electric services. The legislation gave the Public Utilities Commission of Ohio ("PUCO") authority to adopt rules regarding the development of a competitive retail electric market in Ohio and authority to promulgate rules on governmental aggregation.

Large industrial and commercial consumers with sophisticated electric operations use their size and expertise to obtain lower electric power rates. Individual residential and small commercial consumers are typically unable to obtain significant price reductions since they lack the bargaining power, expertise and the economies of scale enjoyed by larger consumers. Aggregation, the combining of multiple electric loads, provides the benefits of retail electric competition for consumers with lower electric demands.

Government aggregation, the combining of multiple electric loads by a municipality, provides the means through which Bay Village residential consumers may obtain the economic benefits of Ohio’s competitive retail electric market. The Bay Village Aggregation Program combines the electric loads of residential customers to form a buying group ("Aggregation Group"). The City of Bay Village will act as Purchasing Agent for the Aggregation Group. This means that Bay Village will be a Governmental Aggregator, as defined by Ohio law and the rules established by the PUCO, and shall act on behalf of Cleveland Electric Illuminating Company (CEI) customers in the City to obtain the best electric generation rate for consumers who participate in the Aggregation Group.

II. PROCESS

On May 4, 2010, Bay Village voters approved the development of a form of Government electric aggregation known as “opt-out” aggregation. Under the opt-out program all CEI residential and business customers in the City are automatically included as participants in the program unless they opt-out of the program by providing written notice of their intention not to participate. As required by state law, City Council passed an Ordinance, which authorized submitting the selection of opt-out aggregation to the City’s voters.

In addition to obtaining necessary City Council approvals, the City is also required to comply with various PUCO regulations. The City will file an application with the PUCO for
certification as a Government Aggregator as soon as the City Council approves the plan, on or about November 8, 2010. As required by the regulations, the City developed this Aggregation Plan of Operation and Governance (“Plan”). On October 13, 2010 and October 20, 2010 the City advertised the Public hearing dates to discuss the Plan in the West Life. As required by the PUCO’s regulations, two hearings were conducted on October 21, 2010. The Opt-out notice for the City’s Program will be sent to all eligible electric customers in the City upon approval of this Plan, setting forth the rates, terms and conditions of the program, and giving 21 days to opt out of the Program.

By vote of the City Council of Bay Village on November 8, 2010 the City selected FirstEnergy Solutions, Inc. (FES), a subsidiary of FirstEnergy Corp., as it’s The City shall select the best competitive Retail Electric Generation Provider, to provide the electric power for the Bay Village Aggregation Program at this time by issuing RFP. Under this program, Cleveland Electric Illuminating Company (CEI) will still deliver the electricity purchased from the City’s provider, FES, to customers, customers will receive only one bill (from CEI), and all metering, repairs and emergency service will continue to be provided by CEI.

III. DEFINITIONS

In order to clarify certain terminology, the following terms shall have the meanings set forth below:

“Aggregation Program,” means the program developed by the City of Bay Village, as a Government Aggregator under Section 4928.20 Ohio Revised Code, to provide CEI customers in the City with retail electric generation services.

“Government Aggregator” means the City and its legislative authority acting as an aggregator for the provision of a competitive retail electric service under the authority conferred under Section 4928.20 of the Ohio Revised Code.

“Member” means a person enrolled in the Bay Village government Aggregation Group for competitive retail electric services.

“Retail Electric Generation Provider” (“Provider”) means an entity certified by the Public Utilities Commission of Ohio (“PUCO”) to provide competitive retail electric service(s), and which is chosen by the City to be the entity responsible to provide the required service related to “Government Aggregation” as defined in Section 4928.20 of the Ohio Revised Code and applicable provisions of the rules of the PUCO.

“Competitive Retail Electric Service” (“CRES”) means a component of electric retail service that is deemed competitive pursuant to the Ohio Revised Code or pursuant to an order of the PUCO.

IV. OPERATIONAL PLAN:
A. Aggregation Services

1. Provider: Bay Village will use a contractor (“Retail Electric Generation Provider”) to perform and manage aggregation services for its Members. The City has selected FES to be its Provider at this time. The Provider shall provide adequate, accurate, and understandable pricing terms and conditions of service, including any switching fees and the conditions under which a Member may rescind a contract without penalty. The Provider must provide the City, if requested, an electronic file containing the Members usage, and charges. The Provider must have a local Akron phone number or a toll free number for Members to call.

2. Database: The Retail Electric Generation Provider will build and maintain a database of all Members. The database will include the name, address, Cleveland Electric Illuminating Company account number, and Retail Electric Generation Provider’s account number of the Member, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage and demand, and meter read cycle. This database will be updated at least quarterly. Accordingly, the Retail Electric Generation Provider will develop a process to be implemented that will be able to accommodate at a minimum Members who (i) leave the program due to relocation, opting out, etc. (ii) decide to enter the Program; (iii) relocate within the City, and (iv) move into the City and desire to enter the Program. This database shall also be capable of eliminating PIPP customers from the Program, should that be necessary, and those who have opted out. The Retail Electric Generation Provider will use this database to perform bill audits for clerical and mathematical accuracy of Member bills.

3. Member Education: The Retail Electric Generation Provider will develop, with the assistance of the City, an educational program that generally explains the Aggregation Program to Members, provides updates and disclosures mandated by Ohio law and PUCO rules, and implements a process to deal with allowing any person enrolled in the Aggregation Program the opportunity to opt out of the program at least every three years, without paying a switching fee to the City or the Provider. See Appendix A for a detailed description of the Education Process.

4. Customer Service: The Retail Electric Generation Provider will develop and administer a customer service process, that at a minimum will be able to accommodate (i) Member inquiries and complaints about billing; and (ii) answer questions regarding the program in general. This process will include at a minimum a description of how telephone inquiries will be handled, either internally or externally, how invoices will be prepared, how remittance of payment will be dealt with, and how collections for delinquent accounts will be addressed. See Appendix B for a detailed description of the Customer Service Plan.
6.5. Billing: Bay Village will use the Retail Electric Generation Provider, or its’ designated agent, to provide billing services to each Member for the Competitive Retail Electric Services, with no additional administrative fee. At this time, Cleveland Electric Illuminating Company (CEI) will render the billing statement, which should be consistent with all applicable guidelines issued by the PUCO. As this market develops, Bay Village may, at its option and in consultation with the Provider, change this function to the Retail Electric Generation Provider or a billing agency.

7.6. Compliance Process: The Retail Electric Generation Provider will develop internal controls and processes to ensure that the City remains in good standing as a Government Aggregator that complies with all laws, rules and regulations surrounding the same, as they may be amended from time to time. It will be the Retail Electric Generation Provider’s responsibility to deliver periodic reports that will include at a minimum (i) the number of Members participating in the Program; and (ii) a savings estimate or increase from the previous year’s baseline. The Retail Electric Generation Provider will also develop a process to monitor and provide notification of any changes in laws, rules or regulations.

8.7. Notification to Cleveland Electric Illuminating Company: The City’s CEI consumers that do not opt-out of the City’s Aggregation Group will be enrolled automatically in the Aggregation Program. Participants in the City’s Aggregation Group will not be asked to take other affirmative steps in order to be included in the Group. To the extent that CEI requires notification of participation, the City will coordinate with its Provider to provide such notice to CEI. The Provider will inform CEI of any individuals who may have been permitted to join the Aggregation Group after the expiration of the enrollment period.

B. Power Supply Agreement

The Power Supply Agreement will provide for the Provider to serve the City’s Government Aggregation Group. Under the Agreement, the term for power supply to Members will be for nine years from the beginning of service determined by the RFP process.

C. Bay Village’s Retail Electric Generation Provider - FirstEnergy Solutions, Inc. (FES)

FES satisfies The selected Provider must satisfy each of the following requirements:

- Has sufficient sources of power to provide retail firm power to the residents of Bay Village.
- Is certified as a CRES by the PUCO.
- Is registered as a generation supplier with CEI.
• Has a Service Agreement for Network Integration Transmission Service under FirstEnergy's Open Access Transmission Tariff.

• Has a Service Agreement under FirstEnergy's Market-based Rate Tariff.

• Has entered into all agreements or other similar arrangements (e.g. tariffs) with all necessary entities so as to be capable of providing the services contemplated herein.

• Has the corporate structure to sell retail firm power to the CEI customers in the City.

• Its Electronic Data Interchange computer network is fully functional and capable of handling the CEI retail electric customers in Bay Village.

• Has the marketing ability to reach all CEI retail electric customers to educate them on the City's Aggregation Program.

• Has a call center capable of handling the City's Aggregation Group customer calls.

• Has a toll-free number as required by the PUCO for customer service and complaints related to the City's aggregation program.

• Will hold the City financially harmless from any financial obligations arising from supplying power to the CEI retail electric customers in the City.

• Satisfies the State of Ohio's, FirstEnergy's and the City's credit requirements.

• Will execute the Power Supply Agreement.

• Will assist the City in filing the annual reports required by the PUCO and Section 4805.10(A), Section 4911.18(A) and Section 4928.06(F) of the Ohio Revised Code.

• Will assist the City in developing a Consumer Education Plan.

D. Activation of Service

After a notice is sent out to all electric customers in the City providing 21 days to opt out of the Program, all customers who do not opt out will be automatically enrolled in the Program. Generation service activation will occur thereafter without consumer action beginning on the customer’s normal meter read date within the month when power deliveries begin under the Aggregation Program.

E. Changes, Extension or Renewal of Service

The current Agreement for power supply service with FES will provide service for nine years beginning upon activation of service the term agreed upon following the RFP process. If the Agreement is extended or renewed, Members will be notified as required by law and the rules of the PUCO as to any change in rates or service conditions. At least every three years all CEI customers in the City will be given an opportunity to opt into or out of the Program, and reasonable notice will be provided as required by law and PUCO rules. Participants will also be notified of their right to select an alternate generation supplier and of their ability to return to CEI’s Standard Service Offer.

F. Termination of Service
In the event that the Power Supply Agreement is terminated prior to the end of the term, each individual Member of the Aggregation Group will receive written notification of the termination of the Program at least sixty (60) days prior to termination of service. If the Agreement is not extended or renewed, Members will be notified as required by law and the CRES rules of the PUCO in advance of the end of service. Members will also be notified of their right to select an alternate generation supplier and of their ability to return to CEI’s Standard Service Offer upon termination.

G. Opt-In Procedures

CEI customers will be automatically enrolled in the Program after a 21 day opt out period, unless they return the form to be provided, notifying the Provider that they do not want to participate. CEI consumers in the City may request to join the Aggregation Group after the expiration of the enrollment period by contacting the Provider, who shall determine whether to accept them into the Program, and at what rate, subject to written policies mutually agreed upon by the City and the Provider. The agreed upon policy shall be consistent with CEI’s service activation requirements. Aggregation Group participants who move from one location to another within the corporate limits of the City shall retain their participant status.

H. Opt-out Procedures

CEI consumers may opt-out of the City’s Aggregation Group at any time during the opt-out period without additional fees charged by the Provider or the City. Aggregation Group participants who switch to a different generation supplier after the expiration of the opt-out period will be allowed to do so in correlation with the consumer’s next scheduled meter read date but will be charged a $25.00 switching fee to be billed on their final bill from the Provider. Switching to a different generation supplier on the next meter read date, however, will occur when the next meter read date is twelve (12) business days or more from the date of the consumer’s notice of intent to opt-out of the Aggregation Group. Notification of intent to opt-out of the Aggregation Group may be made by contacting the Provider by telephone or in writing. Consumers who opt-out of the Aggregation Group will default to CEI’s Standard Service Offer, until the consumer selects an alternate generation supplier.

I. Rates

The City will seek proposal from PUCO-certified Retail Electric Generation Providers. The RFP shall require the suppliers to offer a generation charge for firm, full-requirements supply. The selected Provider may provide a fixed price per KWh or “percent-off” pricing structure by customer-rate classification or customer class. The prices to be charged to consumers will be set through a formal bid process in which the City of Bay Village will select a qualified supplier. Consumers will be notified of the rates and terms of the Program through
a direct mailing sent to each eligible resident and business within the City limits. An opt-out notification will be sent to all eligible residents and business in accordance with PUCO guidelines.

J. Universal Service and Low Income Customer Assistance

The Ohio Department of Development (ODOD), under the electric restructuring law, will provide one-stop shopping for low-income assistance programs. There are five low-income assistance programs: 1) Percentage of Income Payment Plan (PIPP); 2) the Home Energy Assistance Program; 3) the Home Weatherization Assistance Program; 4) the Ohio Energy Credit Program; and 5) the Targeted Energy Efficiency and Weatherization Program. Ohio law allows the Director of the Ohio Department of Development to aggregate consumers that participate in PIPP and to competitively auction the generation supply for PIPP customers. Accordingly, PIPP customers may be included in the State’s PIPP customer aggregation. To the extent permitted by Ohio law and the PUCO, PIPP customers will be included in the City’s aggregation unless they choose to opt out.

V. MISCELLANEOUS GOVERNANCE GUIDELINES

A. City Council shall approve through Resolution or Ordinance the Plan of Operation and Governance for the Aggregation program and any Amendments thereto.

B. The City shall contract with only Retail Electric Generation Providers certified by the Public Utilities Commission of Ohio for the provision of Competitive Retail Electric Service to the Aggregation Program Members.

C. The City will require any Provider to disclose any subcontractors that it uses in fulfillment of the services described above.

D. The City will require the Provider to maintain either a toll free telephone number, or a telephone number that is local to City residents who are Members.

VI. LIABILITY

THE CITY SHALL NOT BE LIABLE TO PARTICIPANTS IN THE AGGREGATION GROUP FOR ANY CLAIMS, HOWEVER STYLED, ARISING OUT OF THE AGGREGATION PROGRAM OR THE PROVISION OF AGGREGATION SERVICES BY THE CITY OR THE PROVIDER. PARTICIPANTS IN THE AGGREGATION GROUP SHALL ASSERT ANY SUCH CLAIMS SOLELY AGAINST THE PROVIDER PURSUANT TO THE POWER SUPPLY AGREEMENT, UNDER WHICH SUCH PARTICIPANTS ARE EXPRESS THIRD-PARTY BENEFICIARIES.

VII. INFORMATION AND COMPLAINT NUMBERS

Copies of this Plan are available from the City of Bay Village free of charge. Call the Bay Village City Hall at 440-871-2200 for a copy or for more information.
Any electric customer, including any participant in the City’s Aggregation Program, may contact the Public Utilities Commission of Ohio (PUCO) for information, or to make a complaint against the Program, the Provider or CEI. The PUCO may be reached toll free at 1-800-686-7826.

Appendix A - Education Process

The Provider will develop the educational program in conjunction with the City. Its purpose will be to explain the aggregation program to its members, provide updates and disclosures as mandated by State law and the rules of the PUCO, and provide the opportunity for the members to opt out of the program. The following are the program components:

1. Each residence within the limits of the City will receive via U.S. Mail notification of: what government aggregation means, their membership in the government aggregation program, the procedure which must be followed in order to opt out of the program, the price that they can expect to receive as a member of the program, and the deadline for returning the opt out form. See the attached letter.

2. The Provider will work with the City to provide opportunities for educating residents in the City about the Program and consumer rights under the law, PUCO rules and this Program. In addition, the Provider and City will work to provide education about and other opportunities for energy efficiency measures to help consumers reduce energy consumption.

3. The Provider will provide updates and disclosures as mandated by State law and rules of the PUCO.

4. The opt-out opportunity will be provided to the members of the program at least every three years. Should conditions, suppliers, price, or any other component of the program change within the three-year period, participants will be given a notice of their opportunity to opt out of, or into the program.
Month _______ day____, 20__

Dear City of Bay Village Resident,

City of Bay Village is providing you the opportunity to join other residents to save money on the electricity you use. Savings are possible through governmental aggregation, where City officials bring together citizens to gain group buying power for the purchase of electricity from a retail electric generation provider certified by the Public Utilities Commission of Ohio. City of Bay Village voters approved this program in May 2010.

After researching competitive electricity pricing options for you, we have chosen FirstEnergy Solutions Corp., a subsidiary of FirstEnergy Corp., the best competitive provider, to provide you with savings on your electric generation through Month __ day____, 20__. There is no cost for enrollment and you will not be charged a switching fee. You do not need to do anything to participate.

As a member of this aggregation, you are guaranteed to save 6 percent ________ off your Price to Compare. Your Price to Compare is essentially the price you pay for electric generation from the utility and consists of generation and transmission related components, which are the costs associated with generating the power and delivering it through the transmission system.

To estimate what your savings per kilowatt-hour (KWH) will be through this program, locate your Price to Compare on your electric bill. Divide your Price to Compare by 100, then multiply by 0.06 (6 %) to determine your savings per KWH. Multiply that number by your total monthly usage. The final number is how much you can expect to save each month you use the same amount of electricity.

You will see your electric savings from FirstEnergy Solutions the provider after your enrollment has been completed and your switch has been finalized - approximately 30 - 45 days, depending upon your meter read date. Of course, you are not obligated to participate in the City of Bay Village’s electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local electric utility - Cleveland Electric Illuminating Company- you have until Month _______ day____, 20__ to return the attached “opt-out” form. If you do not opt out at this time, you will receive a notice at least every three years asking if you wish to remain in the program. If you leave the program at any other time, you could be subject to a $25 cancellation fee from FirstEnergy Solutions - and you might not be served under the same rates, terms and conditions that apply to other customers served by Cleveland Electric illuminating Company.

After you become a participant in this governmental aggregation program, Cleveland Electric Illuminating Company will send you a letter confirming your selection of FirstEnergy Solutions as your electric generation provider. As required by law, this letter will inform you of your option to cancel your contract with FirstEnergy Solutions within seven days of its postmark. To remain in the City’s governmental aggregation program, you don’t need to take any action when this letter arrives.

Cleveland Electric Illuminating Company will continue to maintain the system that delivers power to your home – no new poles or wires will be built by FirstEnergy Solutions the provider. You will continue to receive a single, easy-to-read bill from your local electric utility with your FirstEnergy Solutions provider’s charges included. The only thing you’ll notice is savings.

If you have any questions, please call FirstEnergy Solutions the provider toll-free at 1-866-636-3749 ________, Monday through Friday, 8 a.m. to 5 p.m. Please do not call the City of Bay Village with aggregation program questions.

Sincerely,

City of Bay Village

P.S. To receive these savings, you should not respond. Return the opt-out form only if you do not want to participate in the City’s electric governmental aggregation program.

Option 1: Do nothing and save. If you want to participate in this program and save, you do not need to return this form. Your enrollment is automatic. OR Option 2: Opt out by returning this form. If you do not want to participate in this program, you must return this form before the due date.

By returning this signed form, you will be EXCLUDED from the opportunity to join with other residents in the City of Bay Village’s Electric Governmental Aggregation Program.

Bay Village Electric Power Aggregation Plan of Operation and Governance

Original 11.23.10 / Amended May 13, 2019
☐ I wish to opt out of the City of Bay Village Electric Governmental Aggregation Program. (Check box to opt out.)

Service address
(City, state and zip):________________________________________________________

Phone number______________________________________________________________

Account holder's signature:_________________________ Date:______________________

Mail by Month_______Day___, 20___ to
Bay Village Electric Governmental Aggregation Program,
341 White Pond Drive, Bldg. B-3, Akron, Ohio 44320
Street ___________________________ , City ____________ , State _____ Zip _________
Appendix B --- Customer Service Plan

A. Member Access:

1. **FES-The provider** shall ensure Members reasonable access to its service representatives to make inquiries and complaints, discuss charges on Member bills, and transact any other business.

2. Telephone access shall be toll free and afford Members prompt answer times during normal business hours, as follows:

   FirstEnergy Solutions Corp.
   341 White Pond Dr., Bldg. B-3
   Akron, Ohio 44320
   Toll-free telephone number: 1-866-636-3749
   Hours: M-F, 8:00 a.m. - 5:00 p.m.

B. Member Complaints:

1. **FES-The provider** shall investigate Member complaints (including Member complaints referred by Cleveland Electric Illuminating Company) and provide a status report within five calendar days following receipt of the complaint to:

   a. The consumer, when the complaint is made directly to **FES-the provider**; or
   
   b. The consumer and The Public Utilities Commission of Ohio Staff (“Commission Staff”), when a complaint is referred to **FES-the provider** by the Commission Staff.

2. If an investigation is not completed within 14 calendar days, **FES-the provider** shall provide status reports to the consumer and the City, or if applicable, to the consumer, the City and the Commission Staff. Such status reports shall be provided at five-day intervals until the investigation is complete, unless the action that must be taken will require more than five days and the Member has been so notified.

3. **FES-The provider** shall inform the consumer, the City and Commission Staff, of the results of the investigation, orally or in writing, no later than five calendar days after
completion of the investigation. The consumer, the City, or Commission Staff may request the report in writing.

4. If a residential consumer disputes the FES provider’s report, FES the provider shall inform the consumer that the Commission Staff is available to help resolve informal complaints. FES The provider shall provide the consumer with the current address, local/toll free telephone numbers, and TDD/TTY telephone numbers of the Commission’s consumer services department.

5. FES The provider shall retain records of Member complaints, investigations, and complaint resolutions for one year after the occurrence of such complaints, and shall provide such records to the commission staff within five calendar days of request.

6. FES The provider shall make good faith efforts to resolve disputes.

C. Member Billing and Payments

1. FES The provider shall arrange for Cleveland Electric Illuminating Company or its agent to bill Members for such services according to a tariff approved by the commission. Residential Member bills issued by or for FES the provider shall be accurate and understandable, be rendered at intervals consistent with those of Cleveland Electric Illuminating Company, and contain sufficient information for Members to compute and compare the total cost of competitive retail electric service(s). Such bills shall also include:

   a. The Member’s name, billing address, service address, the Member’s EDU account number, and if applicable, FES the provider’s account number;

   b. The dates of service covered by the bill, an itemization of each type of competitive service covered by the bill, any related billing components, the charge for each type of service, and any other information the Member would need to recalculate the bill for accuracy;

   c. The applicable billing determinants, including beginning meter reading, ending meter reading(s), demand meter reading(s), multipliers, consumption(s), and demands;

   d. For Member-generators with net metering contracts, a statement of the net metered generation;

   e. The unit price per kWh charged for competitive service, as calculated by dividing current-period competitive service charges by the current-period consumption;

   f. An identification of the provider of each service appearing on the bill;

   g. The amount billed for the current period, any unpaid amounts due from previous periods, any payments or credits applied to the Member’s account during the current
period, any late payment charges or gross and net charges, if applicable, and the total amount due and payable.

2. The due date for payment to keep the account current. Such due date shall be no less than:

   a. Fourteen days after the postmark date on the bill for residential Member; and twenty-one days after the postmark date or the bill for nonresidential Members;
   b. Current balance of the account, if a residential Member is billed according to a budget plan;
   c. Options and instructions on how Members may make their payments;
   d. For each provider whose charges appear on the bill, a listing of the provider’s toll-free telephone number and address for Member billing questions or complaints;
   e. A listing of the toll-free consumer assistance telephone numbers and available hours for applicable state agencies, such as the commission, the Ohio Consumers’ Counsel, and the Ohio Attorney General’s office;
   f. The Cleveland Electric Illuminating Company 24-hour local/toll-free for reporting service emergencies;
   g. Identification of estimated bills or bills not based upon actual end-of-period meter readings for the period; and
   h. An explanation of any codes and abbreviations used.

3. If applicable, the provider will, upon request, provide Members with the name and street address/location of the nearest payment center and/or authorized payment agent.

4. If applicable, when a Member pays the bill at a payment center or to an authorized payment agent, such payment shall be credited to the Member’s account as of the day such payment center or agent receives it.

5. The City and the provider shall establish policies and procedures for handling billing disputes and requests for payment arrangements.

D. **Collections for delinquent accounts:**

1. Collections for delinquent accounts shall be the responsibility of the provider or its agent.

2. The City shall approve the Collections process utilized by the provider.

3. Failure of Members to pay charges for Competitive Retail Electric Services may result in loss of those products and service; and
4. Failure to pay charges for Competitive Retail Electric Services may result in cancellation of the Member’s contract with FES-the provider, and return the Member to Cleveland Electric Illuminating Company’s Standard Offer.