AGENDA
ATHENS CITY COUNCIL
MONDAY, AUGUST 14, 2023
7:00 PM
e-mail: dwalker@ci.athens.oh.us
Streaming is available at www.ci.athens.oh.us/video

COMMITTEE OF THE WHOLE:

- Center for Campus & Community Engagement (Mary Nally)

- Racial Equity Resolution

- NOPEC (Natural Gas Aggregation Program)

TRANSPORTATION COMMITTEE:

- Pedestrian Accessibility and Bicycle Task Force (establish by resolution)

- Vehicle Disposal (APD)

PLANNING & DEVELOPMENT COMMITTEE:

- Richland/Shafer Waterline (replacement easement)

- Zoning Code (amend sign regulations)

- Title 49 Special Use Permit (39 Hooper Street)

- Title 49 Registration (Madison Energy Cooperative Association/Utility Pipeline, LTD)

FINANCE & PERSONNEL COMMITTEE:

- Athens County Humane Society (contribute toward salary of a humane agent)

- Appropriations
    - ($3,640) to General Fund, Lands & Buildings, supplies, solar pathway lighting for Meadow Lane (NOPEC grant)
    - ($20,000) to Water Fund, Administration, maintenance contract line, for LEAX Rural Water District payments under the Kershaw Greene agreement

Chris Knisely
President of Council

The City of Athens supports the Americans with Disabilities Act. Requests for reasonable accommodation may be made with the ADA Coordinator in the City Building or by calling 592-3367.

R-06-23

Introduced by All City Council Members

A RESOLUTION OF THE CITY OF ATHENS REAFFIRMING ITS COMMITMENT TO ACTIVELY COMBAT ALL FORMS OF BIGOTRY, PREJUDICE, AND RACIAL INJUSTICE.

WHEREAS, the City of Athens is devoted to cultivating a City that ensures all members of the community are supported; and

WHEREAS, the City of Athens is committed to creating a future where community members of all diverse race, age, religion, ethnicity, citizenship status, gender identity, and sexual orientation, are welcomed and can thrive in an intersectional democracy; and

WHEREAS, the City of Athens acknowledges historical injustices and existing structural racism IN THE CITY OF ATHENS that has impacted community members' success in and access to education, employment, healthcare, ~~and housing~~; housing, and other areas; and

WHEREAS, the City of Athens supports strengthening efforts to promote accountability across local organizations and institutions; and

WHEREAS, the City of Athens is committed to equity, fairness, and justice, protecting its most vulnerable residents and those most impacted by racial inequities; and;

WHEREAS, the City of Athens acknowledges the work of Council by declaring racism a public health crisis in Athens City Resolution 10-20; and

WHEREAS, the City of Athens is committed to cultivating a space that centers and celebrates the diverse lived experiences of all members of our community; and

~~WHEREAS, the City of Athens condemns acts of brutality, racial profiling, and the use of excessive force by law enforcement officers, and supports strengthening efforts to promote accountability for individual law enforcement officers and our police department; and~~

WHEREAS, the City of Athens condemns acts of discrimination, racial profiling, brutality, and other forms of mistreatment by any city employee.

WHEREAS, the City of Athens is committed to investing in public safety and in services that ensure all members of our community's safety, health, and well-being are centered, and supports immediate steps to analyze existing City structures, policies, and budgets to ensure it promotes racial equity for all members of our community; and

WHEREAS, the City of Athens will dedicate resources, platforms, political will, and authority to identifying and addressing gaps that continue to exacerbate existing racial inequities within our community;

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATHENS, OHIO:

SECTION I: The City of Athens is hereby committed to cultivating a community centered on the City's vision statement,~~:~~ that: "*Athens is a welcoming, forward-thinking, and diverse community that celebrates its eclectic college town roots while growing sustainably*".

SECTION II: The City of Athens' hereby confirms its commitment to local actions that promote racial equity and improve outcomes for all people.

~~SECTION III: This Resolution shall be in full force and effect at the earliest moment permitted by law upon its passage and approval by the Mayor.~~

SECTION III~~V~~ (new): The M~~m~~ayor, staff, and C~~c~~ity C~~c~~ouncil will work together to create a Racial Equity Plan for the City and to develop an appropriate budget to support such a plan, and create regular reporting cycles for City Council to review and discuss progress.~~,~~

SECTION IV~~V~~ (new): The Mayor, staff, and City Council will create and strengthen existing partnerships while offering resources to community organizations and individuals engaged in work that supports racial equity.

SECTION V: This Resolution shall be in full force and effect at the earliest moment permitted by law upon its passage and approval by the Mayor.

President of Council

ATTEST: APPROVED:

Clerk of Council Mayor

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, townships and regional councils of government 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, townships and regional councils of government 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, township and regional council of governments 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, township and regional council of governments 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 or regional councils of governments, 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.

Section 7. 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, township or regional council of governments 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, township, or regional council of governments 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, township or regional council of governments 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 8. 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 9. 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 10. 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 11. 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

AMENDED THIS 10th DAY OF NOVEMBER, 2015

NORTHEAST OHIO PUBLIC ENERGY COUNCIL

By:____________________________________
Ronald McVoy, Chairman

MEMBER:

____

By:____________________________________

Its:____________________________________

BYLAWS

GOVERNING THE

NORTHEAST OHIO PUBLIC ENERGY COUNCIL

WHEREAS, certain municipal corporations, counties, townships and regional councils of governments of the State of Ohio (each, a "Member") entered into an Agreement Establishing the Northeast Ohio Public Energy Council (the "Agreement") pursuant to Revised Code Chapter 167, for the purpose of carrying out the Aggregation Program pursuant to Revised Code Section 4928.20 and any Additional Programs which the Members of the Council may approve, from time to time, and which are authorized under the laws of the State; and

WHEREAS, Revised Code Section 167.04 requires and the Agreement provides that the Council shall adopt Bylaws designating the officers of the Council and the method of selection thereof, creating a governing board to act for the Council, appointing a fiscal officer and providing for the conduct of the Council's business; and

WHEREAS, each Member has by duly adopted legislation authorized its representative to approve these Bylaws, and the representatives of the Members have met for the purpose of adopting these Bylaws in accordance with Revised Code Section 167.40 and Section 4 of the Agreement;

NOW, THEREFORE, the following provisions shall constitute the Bylaws of the Council:

Section 1. <u>Definitions</u>.

Any capitalized word or phrase used in these Bylaws and not otherwise defined herein, shall have the meaning given in Section 1 of the Agreement as the Agreement may, from time to time, be amended, modified, or supplemented in accordance with Section 8 thereof.

Section 2. <u>Assembly</u>.

The Assembly shall be the legislative body of the Council. The Assembly shall be composed of the representatives of the Members, who have been appointed pursuant to Section 3 of the Agreement. All representatives to the Assembly (exclusive of ex-officio members) shall serve without compensation.

An Assembly representative may designate another Assembly representative as a proxy at any meeting by delivering to the Chairman of the Council a written designation of that proxy.

(A) <u>Officers</u>. The officers of the Board of Directors shall be the officers of the Council and its Assembly and shall consist of a Chairman and Vice-Chairman who each shall be selected pursuant to Section 3 hereof. The Chairman (and in the Chairman's absence, the Vice-Chairman) shall preside at Assembly meetings.

If for any reason the offices of the Chairman and Vice-Chairman are vacant, the person serving as Executive Director, if any, shall preside as temporary Chairman until a Chairman is elected by the Board of Directors.

(B) Resolutions. A majority of all representatives to the Assembly (including proxies correctly presented to the Chairman) shall constitute a quorum to transact business except as otherwise provided in the Agreement or these Bylaws. Each representative (including the Chairman and Vice-Chairman) shall have one vote; provided, however, that when a matter is to be voted upon which is of concern to only one or more but not all Programs of the Council, only representatives of participating Members of those Programs shall be entitled to vote on that matter and only those representatives shall be counted for purposes of determining whether a quorum is present. All legislative action of the Assembly shall be by resolutions entered on its records. Except as otherwise provided in the Agreement, the affirmative vote of at least a majority of all of the representatives to the Assembly eligible to vote on a matter (not counting vacancies) shall be required for the enactment of every resolution. Unless otherwise specifically stated in the resolution, all resolutions shall be effective immediately upon enactment, subject to any authorizations or certifications required by the Revised Code to be made by the Fiscal Agent or the Members.

(C) Meetings. The Assembly shall meet on a day of each November designated by the Board of Directors and at such other times as may be required by the Chairman or as may be requested, in writing to the Executive Director, by any two (2) or more Directors. Written notice of each meeting shall be served by the Executive Director upon each Assembly representative not less than twenty-four (24) hours preceding the time for the meeting, and shall state the date, time, and place of the meeting and subject or subjects to be considered a the meeting. The requirements of and procedures for notice may be waived in writing by each representative and any representative shall be deemed conclusively to have waived such notice with respect to a meeting by his or her attendance at that meeting. At the request of the Chairman and with the approval of a majority of the members of the Board of Directors, the annual meeting of the Assembly may be rescheduled to such other dates as may be so approved by the Board of Directors; provided, however, that actions required by this Agreement to be taken by the Assembly at its annual meeting are taken by the Assembly within thirty (30) days of the scheduled annual meeting date in November.

Pursuant to Revised Code Section 121.22(F), the Assembly shall by rule, establish a reasonable method whereby any person may determine the time, place, and purpose of its meetings. All meetings of the Assembly shall be open to the public, subject to the exceptions in Revised Code Section 121.22(G). The Assembly may, but need not, adopt other rules.

(D) Powers and Duties of Assembly.

(1) At its annual meeting, the Assembly shall review the annual report of the Council, including but not limited to, the financial status of the Council's operation, operation of the Aggregation Program, and any Additional Program being considered.

(2) At its annual meeting, the Assembly shall consider, upon submission by the Board of Directors, and thereafter modify, if necessary, and approve the annual appropriations of the Council for the next Fiscal Year based upon the estimate of Aggregation Costs and any Additional Program Costs determined pursuant to Section 8 hereof. The Board of Directors shall have the authority to revise the appropriations between Assembly meetings.

(3) At its annual meeting, the Assembly shall select the members of the Board of Directors for the next Fiscal Year in accordance with Section 3 hereof.

(4) The following matters shall be submitted to the Assembly and are subject to final approval by the Assembly: the annual appropriations of the Council for each Fiscal Year; selection of the Board of Directors; and such other matters that the Board of Directors or the Assembly may, from time to time, determine to be matters requiring approval by the Assembly.

Section 3. Board of Directors.

The Board of Directors shall be the policy making body of the Council.

(A) Composition. Subject to the provisions of Section 3(B) below, the Board of Directors shall be composed of one Director representing each county with Members in the Council, and one Director in the case of a regional council of governments having at least one member of such council of governments participating in a NOPEC electric or natural gas program, each of whom shall be an Assembly representative of each respective county and of the regional council of governments and shall be elected by the Assembly representatives of each respective county and of the regional council of governments, at the annual meeting of the Assembly, provided that the affirmative vote of at least a majority of the representatives to the Assembly of each representative county shall be required to elect any Director.

(B) Notwithstanding anything in this Section 3 to the contrary, the maximum number of Directors shall be twenty-one (21), and shall be constituted as follows: The state of Ohio shall be divided into five (5) regions, the Northeast Ohio Region, the Northwest Ohio Region, the Central Ohio Region, the Southwest Ohio Region and the Southeast Ohio Region, defined in the attached Exhibit A to these Bylaws. There shall be a limit of seventeen (17) Directors from counties located in the Northeast Ohio Region. There shall be a limit of (1) Director from the total number of Member counties located in each of the Northwest Ohio Region, the Central Ohio Region, the Southwest Ohio Region and the Southeast Ohio Region. Effective on and after November 15, 2016, a county or region must have one (1) or more Member(s) combined with collectively at least 2,500 electricity and/or natural gas accounts participating in NOPEC's electricity and/or natural gas program in such Members' communities in order to be eligible to elect a Director from such county or region. The rights of any Member of the Council as of November 15, 2016, shall be preserved and not be diminished, limited or abridged by the operation of this Section 3.

(C) Terms of Office. Assembly representatives elected to serve on the Board of Directors at the first organizational meeting shall serve the following terms of office: Half of the members of the Board shall each serve a two-year term and the other half shall each serve a one-year term. Thereafter, any Assembly representative elected to serve on the Board of Directors shall serve a two (2) year term of office. If the number of members of the Board is increased as a result of an increase in the number of counties represented by the membership in the Council, then the terms of those additional Board members shall be set by the Board so that half, or as close as possible to half, of the members of the Board shall be elected every year. There shall be no limit to the number of terms to which a person may be elected or appointed. All members of the Board shall serve without compensation.

In the event that a vacancy occurs on the Board of Directors, the remaining members of the Board of Directors shall meet and appoint an Assembly representative to fill the vacancy until the next meeting of the Assembly at which elections of Directors are held.

(D) Meetings. The Board of Directors shall hold regular meetings not less than once per calendar quarter at such times as may be determined by the Board or the Chairman. Special meetings shall be held at such other times as may be requested by the Chairman. Written notice of each meeting shall be served by the Executive Director upon each Director not less than twenty-four (24) hours preceding the time for the meeting, and shall state the date, time, and place of the meeting and subject to be considered at the meeting. The requirements of and procedures for notice may be waived in writing by each Director and any Director shall be deemed conclusively to have waived such notice with respect to a meeting by his or her attendance at that meeting.

(E) Attendance. Directors are expected to attend Board meetings. Any Director who is absent from three Board meetings without excuse during a twelve month period is automatically removed from the Board. The remaining Directors shall meet and appoint a person to fill the vacated seat until the next meeting of the General Assembly at which elections of Directors are held.

(F) Officers. At its first meeting in each Fiscal Year, the Board of Directors shall convene and organize. The Chairman of the Board shall be elected to serve a one-year term by the Board of Directors from its members by majority vote of all its members. The Chairman whose term has expired shall preside as temporary Chairman until the Chairman is elected. In the absence of the prior Chairman, the prior Vice-Chairman shall be elected to serve a one year term by the Board of Directors by a majority vote of its members.

(1) Chairman. The Chairman shall preside at all meetings of the Board of Directors and the Assembly. The Chairman's duties shall also include, but not be limited to: preparing agendas for each meeting of the Board of Directors and arranging for distribution of such agendas so that each Board member receives an agenda at least seven (7) days in advance of each regularly scheduled Board meeting and as soon as practical before any specially scheduled Board meeting; and presenting an annual report to the Assembly at its annual meeting, or distribution of such report to the Members, concerning the activities and operations of the Council. Such duties of the Chairman described in the preceding sentence may be delegated to the Executive Director. In the event of a tie on matters subject to a vote of the Board, the Chairman shall cast the tie-breaking vote.

(2) Vice-Chairman. In the absence of the Chairman, the Vice-Chairman shall preside at meetings of the Board of Directors and the Assembly. The Vice-Chairman shall succeed to the office of the Chairman, should that office be vacated before the end of a term, and shall assist the Chairman in the discharge of his duties.

(3) Executive Director. The Executive Director shall provide written notice to all members of the Board of Directors of all meetings of the Board in accordance with paragraph (D) of this Section. Minutes of all meetings of the Board shall be kept by the Executive Director and distributed to each member of the Board within thirty (30) days following each Board meeting. The Executive Director shall provide Assembly members with written notice of all Assembly meetings in accordance with Section 2 hereof. The Executive Director shall perform such other duties as the Chairman may request. If the Board of Directors decides to hire a chief executive officer for the Council, then this person will be titled the Executive Director. The Board of Directors shall provide a job description for this position.

(4) Fiscal Agent. The Board of Directors shall provide for the employment of a Fiscal Agent either by:

(a) contracting with a Member, or

(b) hiring a person to perform the duties of the Fiscal Agent, who shall be the Treasurer. Separate Fiscal Agents may be hired to handle specific Programs or assigned to the Treasurer if such employee is hired. The Fiscal Agent shall receive and disburse all funds of the Council, prepare all necessary fiscal reports for the Board of Directors and the Assembly, and undertake all other financial transactions necessary to the work of the Council.

The Fiscal Agent of the Council shall obtain and keep in force a fidelity bond, in an amount determined by the Board of Directors and with a surety company approved by the Board of Directors, or, in lieu of a separate fidelity bond, the Board of Directors may direct the Fiscal Agent to continue and keep in force any existing fidelity bond the Fiscal Agent may have which the Board of Directors determines to be adequate. In either case, the Council shall be named as an insured on such bond and the amount thereof shall not be reduced without prior written consent of the Board of Directors.

The Fiscal Agent and the Executive Director may be held by the same person or by two different persons.

(G) <u>Powers and Duties of the Board of Directors</u>. The Board of Directors shall have the authority to:

(1) Consider and approve any purchases of equipment, facilities, or services for the Council; provided that the cost thereof is within the Aggregation Costs approved by the Assembly pursuant to Section 8 hereof.

(a) Make recommendations to the Assembly concerning any matter relating to the Council and its Programs, including but not limited to:

(b) amendments to or modifications of the Agreement and Bylaws,

(c) appropriations of the Council,

(d) each Member's share of Aggregation Costs or any Additional Program Costs, and

(e) disqualification of Members.

(2) Direct the Fiscal Agent concerning any disbursements from the Aggregation Fund.

(3) By affirmative vote of a majority of Board members and upon certification to the Board by the Fiscal Agent that the proposal is within the limits of

the Council's resources, amend the budget and appropriations of the Council.

(4) Approve the inclusion of additional Members into the Council.

(5) Enter into any and all necessary and incidental contracts to facilitate the aggregation of the retail electric and natural gas loads within the jurisdiction(s) of the Members.

(6) Enter into any and all necessary and incidental contracts to carry out all Programs of the Council.

(7) Enter into any and all necessary and incidental contracts to carry out all Programs of the Council.

Section 4. Advisory Committees.

One or more Advisory Committees may be appointed by the Board of Directors to assist the Board of Directors in the management of any Program of the Council. The members of an Advisory Committee shall be appointed by and shall serve at the pleasure of the Board of Directors. Each Advisory Committee shall perform the duties directed by the Board of Directors.

Each Advisory Committee shall elect from its membership a chairman and vice-chairman, who shall each serve for a term of one year or such shorter period of time as the Advisory Committee may be in existence. The Committee chairman shall preside at all Committee meetings and prepare the agenda for each meeting following consultation with the Executive Director or Board of Directors. Such duties of the Committee chairman described in the preceding sentence may be delegated to the Executive Director. In the absence of the Committee chairman, the Committee vice-chairman shall preside at Committee meetings. The Committee vice-chairman shall succeed to the office of the Committee chairman, should it be vacated before the end of a term, and shall assist the Committee chairman in the discharge of the Committee chairman's duties.

Each Advisory Committee shall make recommendations to the Board of Directors concerning any matter referred to it by the Board of Directors.

Section 5. Employees and Consultants.

The Board of Directors may employ the Fiscal Agent and the Executive Director for the Council. In addition, the Board of Directors may employ other persons and may contract for the services of independent contractors, consultants, legal counsel, or experts as the Board of Directors deems necessary or appropriate for the proper operation and administration of the Council and its Programs. Any staff employed by the Council shall be determined by the Board of Directors to have the educational background and work experience necessary to discharge the duties assigned to that person by the Board of Directors. The Board of Directors shall establish the salaries, benefits, and work and disciplinary rules for the Council's staff and shall direct the hiring and discharge of that staff. The Board of Directors of the Council may designate the Executive Director to be responsible for the supervision of the Council's staff. The salaries and independent contractors, consultants, legal counsel, or experts shall be paid either as Aggregation Costs or Additional Program Costs from their respective accounts as determined by the Board of Directors.

Section 6. Equipment and Facilities.

The Council may purchase, lease, or otherwise provide supplies, materials, equipment, and facilities as it deems necessary and appropriate to carry out the Programs of the Council. The Council shall comply, to the extent applicable, with the provisions of the Ohio Revised Code with respect to the procedures for bidding and letting of contracts for the acquisition, repair, or improvement of its facilities, equipment, and supplies. The Fiscal Agent of the Council shall, at the direction of and on behalf of the Board of Directors, enter into all contracts or leases for supplies, materials, equipment, or facilities of the Council.

Section 7. Aggregation Fund.

The Aggregation Fund shall be established and maintained by the Fiscal Agent of the Council separate and apart from all other funds of the Council which may be under the custody of the Fiscal Agent. Separate funds will be established for Additional Programs of the Council. All funds of the Council (Aggregation and Additional Program Funds) shall be subject to the laws of the State concerning the investment and management of public funds, particularly Revised Code Chapter 135, and shall be the responsibility of the Fiscal Agent.

The Fiscal Agent of the Council shall deposit in the Aggregation Fund the amounts received from the Members for Aggregation Costs of the Council and any interest earned by the Aggregation Fund. Disbursements may be made from the Aggregation Fund by the Fiscal Agent at the direction of the Board of Directors or the Assembly for any proper purpose of the Council, including but not limited to payment of Aggregation Costs, costs incurred in connection with the establishment of the Council, salaries of any persons employed to carry out the functions related to the Aggregation Program, fees and expenses of the Fiscal Agent, consultants and attorneys, and payment of other operating expenses.

The Fiscal Agent of the Council shall maintain records which identify all receipts of the Aggregation Fund by source. The Fiscal Agent shall maintain records which account for all disbursements from the Aggregation Fund. The Fiscal Agent shall make monthly reports to the Board of Directors on or before the twentieth (20^{th}) day of each month concerning all receipts and disbursements from the Aggregation Fund.

Section 8. Estimate of Aggregation Costs; Payments by Members.

On or before the annual meeting of the Assembly he Board of Directors shall: (a) submit to the Assembly a written estimate of the Aggregation Costs and any Additional Program Costs for the next Fiscal Year of the Council, and (b) if a fee is to be collected, provide the Assembly and each Member with an estimate of each Member's share of the Aggregation Costs and any Additional Program Costs. Any Additional Program Costs shall be apportioned among the participating members as provided in any Additional Program Costs shall be apportioned among the participating members as provided in any Additional Program Agreement. Any Aggregation Costs of the Council shall be apportioned among the Members in the manner determined by the Board of Directors. The estimates shall be presented in enough detail so that the Assembly can determine their sufficiency.

The Assembly shall consider the estimates and accept or modify the same. If an assessment or fee is to be paid by the Members to the Aggregation Fund or any Additional Program Fund, the Fiscal Agent shall deliver to the Members, the estimated appropriation for the next Fiscal Year and each Member's share of such costs. Each Member shall include its share of the Aggregation Costs and any Additional Program Costs in its appropriations (pursuant to Chapter 5705 of the Revised Code). Each member shall thereafter remit its share of Aggregation Costs and any Additional Program Costs to the Fiscal Agent.

If the aggregate contributions made pursuant to that estimated budget prove to be insufficient to pay the Aggregation Costs and any Additional Program Costs for that Fiscal year of the Council, the Board of Directors shall direct the Fiscal Agent to promptly notify in writing each Member of any additional Aggregation Costs and Additional Program Costs, the amount of any deficiencies and each Member's share of those additional costs, all as determined by the Board of Directors, whereupon each Member shall appropriate (pursuant to Chapter 5705 of the Revised Code) the amount stated in the notice and remit the same to the Fiscal Agent within forty-five (45) days after receipt of that written notice.

Failure by a Member to appropriate and remit any of its share of the Council Costs and Additional Program Costs pursuant to these Bylaws within sixty (60) days after the same shall become due shall be deemed a withdrawal by such Member pursuant to Section 6 of the Agreement unless the Member has petitioned the Board of Directors for an extension of time for payment and the Board of Directors has, by resolution, approved an extension to a date certain and the Member has remitted at least twenty-five percent of its share of the Aggregation Costs and any Additional Program Costs to the Fiscal Agent.

Under no circumstances shall the Fiscal Agent have the power to incur obligations for Aggregation Costs and Additional Program Costs in an amount which exceeds the total unspent amount appropriated for Aggregation Costs or any Additional Program Costs, respectively, and remitted to the Fiscal Agent by the Members pursuant to this Agreement, except as may be permitted by law.

Section 9. Conduct of Meetings.

All meetings provided for in these Bylaws shall be conducted in accordance with the latest edition of Robert's Rules of Order, Revised unless otherwise directed by these Bylaws or by resolution of the Assembly, the Board of Directors, or any Advisory Committee with respect to the meetings of each of those bodies. The chairman of each of those bodies shall be the parliamentary procedure officer and his or her decisions with respect to matters of parliamentary procedure shall be final.

Section 10. Amendments.

These Bylaws may be modified, amended or supplemented in any respect upon approval of the modification, amendment or supplement by at least two-thirds of the Members' representatives, and the approved amendment, modification, or supplement shall only thereupon become binding upon all Members.

Section 11. Initial Operation of the Council.

In the first Fiscal Year of the Council's operation, actions required by these Bylaws to be taken at the annual meeting of the Assembly or the first meeting of the Board of Directors shall be taken as soon as practical upon the establishment of the Council.

Section 12. Authorization of the Council to Initiate, Intervene, and Participate in Federal and State Proceedings.

Pursuant to R.C. Chapter 167, the Agreement, these Bylaws and Ohio law, the Members authorize the Council to initiate, intervene, and/or participate in any utility or other case or proceeding, federal or state, that relates to any electric or natural gas rate, charge, policy, service, regulation, rulemaking, practice or condition affecting any Council Member or Council electricity or natural gas aggregation customer, including, without limitation, those involving transmission, distribution, generation, production, commodity, market design, competition, or otherwise. The Chairman and/or the Executive Director of the Council are authorized to engage legal counsel and consultants in connection with the Council's involvement in any such case or proceeding.

ADOPTED this 29th day of November, 2000.

AMENDED this 13th day of November, 2008.

AMENDED this 10th day of November, 2015.

AMENDED this 15th day of November, 2016.

AMENDED this 12th day of November, 2019.

NORTHEAST OHIO PUBLIC ENERGY COUNCIL

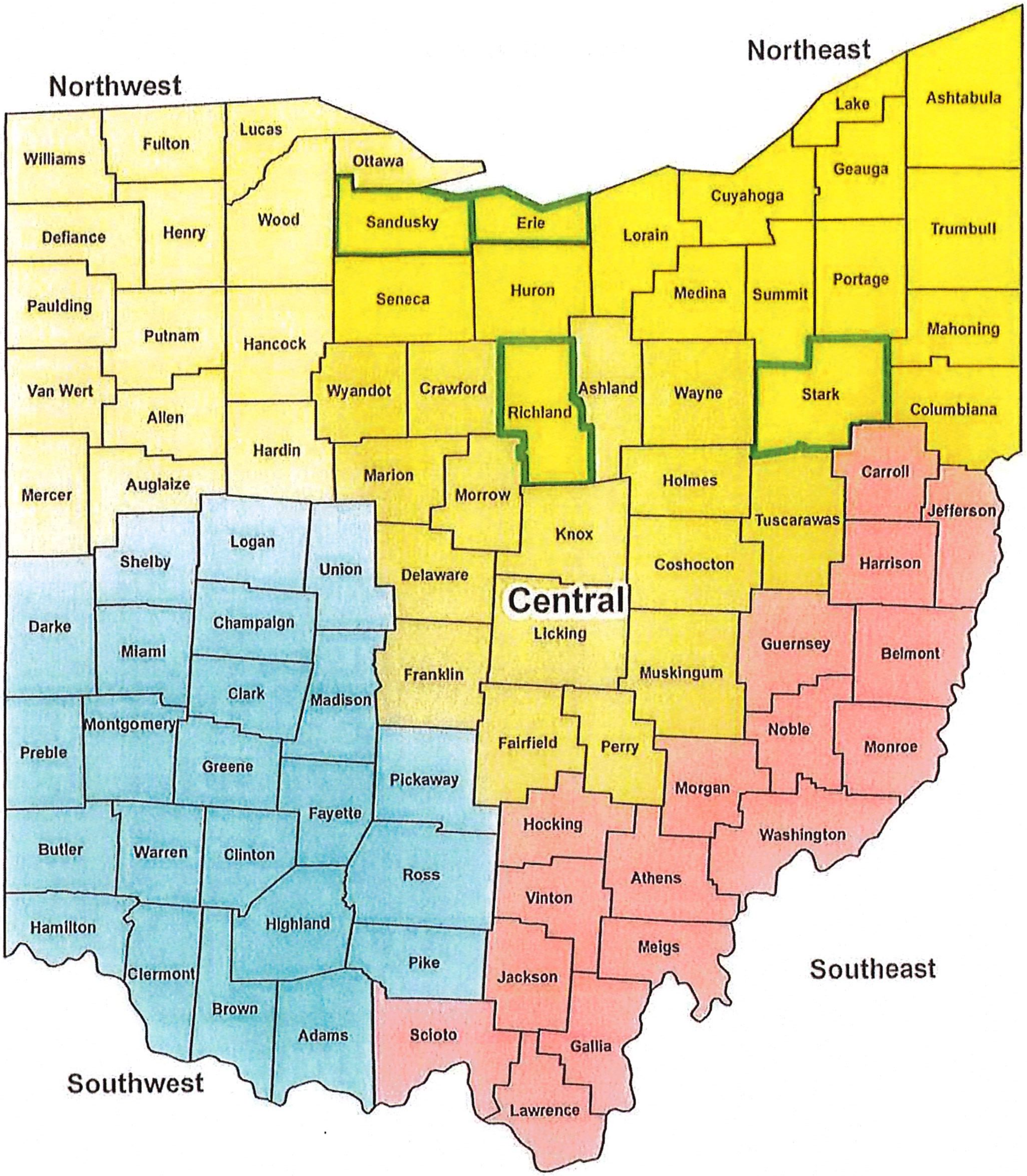
Exhibit A

The definition of the Northeast Ohio Region, the Northwest Ohio Region, the Central Ohio Region, the Southwest Ohio Region and the Southeast Ohio Region as used in these Bylaws shall mean the counties identified in each Region as follows on the attached map:

Northeast Ohio Region:	Ashtabula Columbiana Cuyahoga Erie Geauga Huron Lake Lorain Mahoning Medina Portage Richland Sandusky Seneca Stark Summit Trumbull
Northwest Ohio Region:	Allen Auglaize Defiance Fulton Hancock Hardin Henry Lucas Mercer Ottawa Paulding Putnam Van Wert Williams Wood

Central Ohio Region:	Ashland Coshocton Crawford Delaware Fairfield Franklin Holmes Knox Licking Marion Morrow Muskingum Perry Tuscarawas Wayne Wyandot
Southwest Ohio Region:	Adams Brown Butler Champaign Clark Clermont Clinton Darke Fayette Greene Hamilton Highland Logan Madison Miami Montgomery Pickaway Pike Preble Ross Shelby Union Warren

Southeast Ohio Region:	Athens Belmont Carroll Gallia Guernsey Harrison Hocking Jackson Jefferson Lawrence Meigs Monroe Morgan Noble Scioto Vinton Washington



Northwest
Northeast
Central
Southeast
Southwest
Williams
Fulton
Lucas
Ottawa
Wood
Defiance
Henry
Sandusky
Erie
Lorain
Cuyahoga
Lake
Ashtabula
Geauga
Trumbull
Paulding
Putnam
Hancock
Seneca
Huron
Medina
Summit
Portage
Mahoning
Van Wert
Allen
Hardin
Wyandot
Crawford
Richland
Ashland
Wayne
Stark
Columbiana
Mercer
Auglaize
Marion
Morrow
Holmes
Tuscarawas
Carroll
Jefferson
Shelby
Logan
Union
Delaware
Knox
Coshocton
Harrison
Darke
Miami
Champaign
Licking
Guernsey
Belmont
Clark
Madison
Franklin
Muskingum
Preble
Montgomery
Greene
Fairfield
Perry
Noble
Monroe
Pickaway
Fayette
Morgan
Hocking
Washington
Butler
Warren
Clinton
Ross
Athens
Vinton
Hamilton
Highland
Meigs
Clermont
Pike
Jackson
Brown
Adams
Scioto
Gallia
Lawrence

<u>EXHIBIT B</u>

CITY OF ATHENS, OHIO

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 ______________, 2013, 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, townships and regional councils of government 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
31320 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

Village/City/Township of ________________, ______________ County

0-75-17

Northeast Ohio Public Energy Council

NATURAL GAS AGGREGATION PROGRAM
PLAN OF OPERATION & GOVERNANCE

For Member Communities

Amended 10/10

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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 teens. 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 of sign, and return within 21 days to indicate a decision to opt-out of the Aggregation Program.

Consumers who do not return the opt-out form shall be automatically included in the 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

Member Community Participating Consumers
* Voting power (elections)

↓

Member Community Legislative Body
* Election/appointment of NOPEC General Assembly representative
* Instructions to NOPEC General Assembly representative
* Determinations on program participation

↓

NOPEC General Assembly
* Legislative functions including admission of new NOPEC member communities
* Decisions on budgets
* Election of representatives to the Board of Directors

↓

NOPEC Board of Directors
* Oversees program budgets, development & operations
* Recommendations to General Assembly on NOPEC matters
* Employs Fiscal Agent, Executive Director, Staff, Legal Counsel & Consultants

↓ ↓

Service Supplier(s)
* NextEra Energy Services

Fiscal Agent
Executive Director
Staff
Legal Counsel
Consultants

↓ (from Service Supplier(s))

Member Community Participating Consumers
* Buying Power

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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.

R--23

Introduced by Jeff Risner, Chair
Transportation Committee

A RESOLUTION CREATING A PEDESTRIAN ACCESSIBILITY AND BICYCLE TASK FORCE FOR THE CITY OF ATHENS.

WHEREAS, in 2010 City Council adopted a Bicycle and Pedestrian Plan to provide an environment that makes walking and bicycling a safe and attractive option; and

WHEREAS, the City's Comprehensive Plan 2040, adopted in 2020, states that a guiding principle is that "we will promote multi-modal and active transportation solutions that better connect our neighborhoods, our destinations, and each other," and that based on community input, "there was broad support for strengthening the sidewalks and bicycling network and addressing accessibility challenges throughout town;" and

WHEREAS, Athens City Council Resolution R-14-21, adopted on December 13, 2021 created an ad hoc Pedestrian Accessibility Committee tasked with identifying pedestrian priorities and strategies to meet the goals set forth in the City's 2040 Comprehensive Plan and the 2010 Bicycle and Pedestrian Plan; and

WHEREAS, the ad hoc Pedestrian Accessibility Committee developed the City of Athens Pedestrian Accessibility Plan that includes 47 recommendations designed to improve pedestrian safety and accessibility and that the City Council voted to accept on April 17, 2023; and

WHEREAS, cities that provide safe and enjoyable places to walk and bicycle are more economically productive in that they encourage business activity, attract visitors, and increase property values; and

WHEREAS, a group tasked with working collaboratively with the city and other complementary groups can better ensure that the Pedestrian Accessibility Plan will be implemented according to the priorities, needs and wants expressed in the plan and align with city planning documents and priorities;

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATHENS, OHIO:

<u>SECTION I</u>: Athens City Council hereby supports the creation of a Pedestrian Accessibility and Bicycle Task Force within the City Council Transportation Committee tasked with promoting walking and biking as part of a multi-modal transportation system and providing leadership and expertise to City Council and City staff.

SECTION II: Athens City Council recommends that the Task Force be comprised of, at a minimum, five (5) members to include: (2) residents, a member of the City's Commission on Disabilities, an Ohio University student, and a member of City Council, all to be appointed by the Council President.

SECTION III: Objectives of the Task Force shall include:

- Establish Task Force governance and representation
- Promote traffic, pedestrian, bicycle and personal mobility device safety, accessibility, and awareness
- Work with City administration to implement recommendations in the Pedestrian Accessibility Plan
- Promote SPACE (Safety, Proximity, Accessibility, Connection, and Ease) for an optimal transportation infrastructure.

SECTION IV: Said Task Force will coordinate with Athens City Commissions, Committees, and Departments including Athens City Commission on Disabilities; Environment and Sustainability Commission; Shade Tree Commission; Engineering and Public Works; Arts, Parks, and Recreation; and other organizations including the Athens City-County Health Department, Age-Friendly Athens County, Athens County Mobility Manager, Athens Public Transit, Ohio University Transportation Services, and Office of Sustainability.

SECTION V: City Council recommends the Task Force report to City Council annually and submit an annual report of progress on its objectives as outlined above.

SECTION VI: This Resolution shall be in full force and effect at the earliest moment permitted by law upon its passage and approval by the Mayor.

____
President of Council

ATTEST: APPROVED:

________________________ ________________________
Clerk of Council Mayor

July 10, 2023

City of Athens
8 East Washington Street
Athens, Ohio 45701

Attention: Debbie Walker, Clerk of Council

Re: Replacement Waterline Easement
S. Shafer Street & Richland Avenue
Athens, Ohio 45701
File No. OHU 886

Dear Ms. Walker:

Enclosed for your examination is an original of a proposed replacement easement to be granted to City of Athens, Ohio for a section of 14" waterline located upon State-owned property. The term of the Easement is Twenty-Five (25) years, beginning August 1, 2023 and ending July 31, 2048.

Please review the attached, have three (3) copies of page nine signed where indicated and return all originals including an authorization for the signature to this office for further processing by the State of Ohio. Once the documents are fully executed, an original will be returned for your records.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Jesse Burns
Real Estate Specialist
Office of Real Estate and Planning
614-466-7321 direct
614-774-1993 mobile
Jesse.Burns@das.ohio.gov

Enclosures

cc: Master File

STATE OF OHIO EASEMENT

This Agreement (hereinafter referred to as "Agreement"), dated as of ______________________, 2023, is made and entered into by and between the State of Ohio, acting by and through the Department of Administrative Services, General Services Division, Office of Real Estate and Planning, 4200 Surface Road, Columbus, Ohio 43228-1395, the Grantor (hereinafter referred to as "State"), for and on behalf of the Ohio University (hereinafter referred to as "Agency"), and The City of Athens, a ,municipality, duly formed and existing under the laws of the State of Ohio (hereinafter referred to as "Grantee"), having its principal place of business located at 8 East Washington Street, Athens, Ohio 45701, pursuant to the provisions of Section 123.01(A)(5) of the Ohio Revised Code.

RECITALS

WHEREAS, State is the owner, in fee simple, of the land described in Exhibit "A" attached hereto and made a part hereof and more particularly depicted in Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as "Easement Area"). Further reference is made to DAS File No. 886 on file with the State; and

WHEREAS, Grantee desires to obtain from State an easement in order to permit the installation, construction, reconstruction, use, operation, maintenance, repair, replacement, removal, servicing and improvement of a certain 14-inch water main line upon the Easement Area; and

WHEREAS, Agency requested the State prepare this Agreement; and

NOW, THEREFORE, in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. USE OF PREMISES.

State does hereby grant a non-exclusive easement unto Grantee to be used solely to install, construct, reconstruct, use, operate, maintain, repair, replace, remove, service and improve in, on, over, under, across, through and upon the Easement Area a 14-inch water line (hereinafter referred to as "Improvement"). On or before the Expiration Date (as defined below) or earlier if this Agreement is terminated pursuant to the provisions hereof, Grantee shall remove, or cause the removal of, all component parts of the Improvement and restore the ground to its original condition at its own cost and expense, unless the parties agree otherwise in writing.

II. TERM.

The term of this Agreement shall be for Twenty Five (25) years, commencing on August 1, 2023 (hereinafter referred to as "Commencement Date"), and expiring on July 31, 2048 (hereinafter referred to as "Expiration Date"), unless earlier terminated pursuant to a subsequent agreement between the parties or in accordance with the provisions of Paragraph X hereof.

III. CONSIDERATION.

Grantee shall pay to Agency the total sum of Eighteen and 04/100 Dollars ($18.04) in consideration of State's granting an easement. Grantee shall tender such payment payable to the "Treasurer, State of Ohio" to Agency upon delivery to Grantee of a fully executed counterpart of this Agreement.

IV. CONSTRUCTION/MAINTENANCE.

(A) Grantee agrees that the Improvement shall be installed, constructed, reconstructed, used, operated, maintained, repaired, replaced, removed, serviced and improved at all times in accordance with all local, state or federal laws, rules and regulations and applicable industry guidelines, including compliance with all applicable Equal Employment Opportunity laws. If no such laws, rules, regulations or industry guidelines are applicable to the Improvement, then responsible engineering practices shall be the control.

(B) If the surface of the ground in the Easement Area is disturbed at any time, Grantee shall provide necessary fill, re-sod or re-seed any grassed areas, and make such repairs and replacements for a period of not less than one (1) year after the date of such disturbance as may be needed to restore the ground to its former condition or pay State for all damages caused thereto.

(C) Grantee shall notify State immediately when any installation belonging to a party other than Grantee, or any unusual condition, is encountered in the Easement Area.

(D) Grantee shall prior to the commencement of any work permitted hereunder obtain and thereafter maintain, at its sole cost and expense, all licenses, permits, etc. required by law with respect to said work or the Improvement.

(E) State or Agency may locate, relocate, install, construct, reconstruct, maintain, operate, repair, remove, use and place property improvements in, on, over, under, across, through and upon the Easement Area, so long as State's or Agency's improvements do not unreasonably impair the strength of or unreasonably interfere with Grantee's ability to use the Easement Area and maintain its Improvement.

(F) Grantee shall comply with the provisions of Chapter 4115 of the Ohio Revised Code, Prevailing Wage Requirements, as applicable.

(G) Grantee shall maintain and repair its Improvement at its own cost and expense on a continuous and ongoing basis for the term of this Agreement. Any maintenance and repairs shall be performed in a good and workmanlike manner.

V. LIABILITY.

Grantee shall indemnify and hold State harmless, so far as permitted by Ohio law, from any claims, demands, causes, actions and damages arising out of any act, omission or neglect by Grantee or any of its successors, assigns, agents, servants, employees, contractors, subcontractors and invitees ensuing from or in connection with Grantee's occupation and use of the Easement Area and operation or maintenance of the Improvement. Nothing contained herein shall be deemed to be a waiver by State of any legal or factual defenses, which State may enjoy.

The provisions of this Paragraph V shall survive the expiration or termination of the term of this Agreement.

VI. INSURANCE.

At all times during the term of this Agreement, Grantee shall maintain adequate reserves and funding to compensate for bodily injury, personal injury, wrongful death and property damage or other claims including defense costs and other loss adjustment expenses arising out of or related to the Easement Area. At State's request, Grantee shall provide written proof to assure that the appropriate levels of financial responsibility are being retained. Failure to comply with this clause shall constitute a default of this Agreement.

VII. MECHANIC'S LIENS.

(A) Nothing contained in this Agreement shall be construed as constituting State's consent, express or implied, to or for the performance of any labor or services or furnishing of any materials for the installation, construction, reconstruction, usage, operation, maintenance, repair, replacement or improvement of the Easement Area or any portion thereof or the Improvement or any portion thereof.

(B) Grantee shall not allow any liens or encumbrances to be filed against the Easement Area, or any portion thereof, other than (i) liens created by or resulting from any act or status of State or failure by State to perform any obligation not required to be performed by Grantee hereunder, or (ii) liens created by or resulting from any act or status or failure to act by Grantee to which State shall have expressly consented in writing. If such a lien or encumbrance is placed of record against the Easement Area, or any portion thereof, Grantee shall, within thirty (30) days after receiving notice thereof, remove or discharge same or bond off such lien or encumbrance.

VIII. TAXES/ASSESSMENTS.

If as a result of this Agreement any taxes and/or assessments, whether general or special, ordinary or extraordinary, unforeseen or foreseen, of any kind or nature whatsoever, shall be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become a lien on the Easement Area and/or the Improvement, Grantee shall be fully responsible for and shall pay same before any fine, penalty, interest or costs may be added thereto, or become due or be imposed by operation of law for the nonpayment thereof.

IX. ASSIGNMENT.

Grantee may not assign or transfer this Agreement, in whole or in part, without the prior written consent of the State, whose consent may be withheld for any reason. Should consent to any such assignment be approved, Grantee shall notify the Agency. Any approved assignment or transfer shall not relieve Grantee of its obligations and duties under the terms, covenants and conditions of this Agreement. Grantee shall cause any assignee or transferee to expressly assume, and by reason of such assignment or transfer shall be deemed as having assumed, all of the obligations and duties of Grantee hereunder.

X. TERMINATION.

This Agreement may be terminated by State upon ninety (90) days' notice given to Grantee if the Easement Area, or any portion thereof, is needed by State for any public or quasi-public use or purpose. On or before the date stated in such notice of termination, Grantee shall remove, or cause the removal of all component parts of the Improvement and restore the Easement Area to its original condition, at its own cost and expense, if State so requests. Grantee shall have no claim against State for the value of any unexpired portion of the original term of this Agreement or for the Improvement. Upon termination of this Agreement, State shall have the immediate right to re-enter and repossess all or any portion of the Easement Area.

This Agreement may be terminated at any time by Grantee by delivering written notice to State and Agency setting forth the date Grantee intends to terminate. Upon either the voluntary termination of this Agreement, or the end of the term hereof, Grantee shall remove all of the Improvement prior to termination, at its own cost and expense, if State so requests, and shall restore the Easement Area to its original condition, unless otherwise agreed to in writing by State and Agency. Grantee's obligations hereunder shall continue until such time as the Improvement is fully removed and the Easement Area fully restored as required herein, notwithstanding the stated date of termination in the notice provided by Grantee, or in the Agreement. Failure to remove the Improvement shall not be considered an extension of the term of the Agreement. No portion of any consideration paid pursuant to the terms of the Agreement will be refunded to Grantee.

XI. DEFAULT.

(A) State may find Grantee in default of this Agreement when any one or more of the following events shall have occurred and shall not have been remedied as hereinafter provided: (i) Grantee's failure to make any payment required to be paid by Grantee when the same shall become due and payable or (ii) Grantee's failure to perform or observe any other covenant, term, or condition herein contained on Grantee's part to be performed or observed.

(B) If the State finds Grantee to be in default under Paragraph XI(A), Grantee must cure such default within fifteen (15) days after the giving of notice to Grantee by State of such failure. If Grantee proceeds to promptly and continuously cure the same default with due diligence, then upon receipt by State of notice from Grantee stating the reason that such default cannot be cured within fifteen (15) days and stating that Grantee is proceeding with due diligence to cure such default, the State may extend such time within which such default may be cured for such period as may be necessary to complete the curing of same with due diligence.

(C) If Grantee fails to cure such default, then State may give to Grantee, at State's option, a notice of election to terminate this Agreement upon the date specified in such notice, which date shall not be less than ten (10) days after the date of such notice, and upon the date specified in such notice the term of this Agreement shall expire and terminate as fully and completely and with the same effect as if such date were the Expiration Date, and all rights of Grantee shall thereupon expire and terminate, and Grantee shall remove or cause the removal of the Improvements and restore the Easement Area to its original condition at its own cost and expense, if State so requests.

(D) Upon termination of this Agreement, State shall have the immediate right to re-enter and repossess all or any portion of the Easement Area.

(E) Upon the termination of this Agreement by reason of the happening of any event of default specified in this Paragraph XI, or in any other manner or circumstances whatsoever pursuant to legal process, by reason of or based upon or arising out of the occurrence of any such event of default under this Agreement, Grantee shall pay to Agency all sums required to be paid by Grantee up to the time of such termination.

XII. RECORDATION.

At its expense and within thirty (30) days of its receipt, Grantee shall present for recording a fully executed Agreement in accordance with Chapter 5301 of the Ohio Revised Code in the office of the County where the Easement Area is located. Grantee shall do likewise with respect to any addendum to this Agreement which may be entered into hereafter by the parties. As proof of recording, Grantee shall promptly return a copy of the recorded Agreement to the State.

XIII. RIGHTS CUMULATIVE.

All rights and remedies of State enumerated in this Agreement shall be cumulative and, except as specifically contemplated otherwise by this Agreement, none shall exclude any other right or remedy allowed at law or in equity, and said rights or remedies may be exercised or enforced concurrently and all obligations, rights or remedies shall survive formal termination of this Agreement.

XIV. WAIVER.

The waiver by State of, or the failure of State to take action with respect to, any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of any payment hereunder by State shall not be deemed to be a waiver of any preceding breach by Grantee of any term, covenant or condition of this Agreement.

XV. NOTICES, DEMANDS OR INSTRUMENTS.

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given when hand-delivered or sent by U.S. certified mail, return receipt requested, postage prepaid,

(a) with respect to State, addressed to:
Ohio Department of Administrative Services
General Services Division
Office of Real Estate and Planning

4200 Surface Road
Columbus, Ohio 43228-1395
Attention: Administrator

(b) with respect to Agency, addressed to:
Office of Real Estate
1 Ohio University
Athens, Ohio 45701
Attention: Director of Real Estate

and,

(c) with respect to Grantee, addressed to:
City of Athens
City Service-Safety Director
8 E. Washington Street
Athens, Ohio 45701
Attention: Andrew Stone, Service-Safety Director

With copy to:

City of Athens
Legal Department
8 E. Washington Street, Suite 301
Athens, Ohio 45701
Attention: Law Director

Each party shall have the right from time-to-time to specify as its address for purposes of this Agreement any other address in the United States of America upon giving not less than fifteen (15) days' notice thereof, similarly given, as provided for in this paragraph.

XVI. MODIFICATIONS.

This Agreement may not be changed, modified or discharged except by a writing signed by duly authorized representatives of both State and Grantee.

XVII. GOVERNING LAW.

This Agreement shall be governed by and interpreted under the laws of the State of Ohio. Any action or proceeding arising out of the terms of this Agreement shall be brought only in a court of competent jurisdiction located in Franklin County, Ohio.

XVIII. HEADINGS.

The headings to the various paragraphs and exhibits to this Agreement have been inserted for reference only and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of this Agreement.

XIX. CAMPAIGN CONTRIBUTIONS & ETHICS COMPLIANCE.

Grantee hereby certifies that neither Grantee nor any of Grantee's partners, officers, directors, shareholders, nor the spouse of any such person have made contributions in excess of the limitations specified in Section 3517.13 of the Ohio Revised Code.

Grantee, by signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, is currently in compliance and will continue to adhere to the requirements of such laws and will take no action inconsistent with those laws.

XX. INDEPENDENT CONTRACTOR STATUS.

It is fully understood and agreed that Grantee is an independent contractor and neither Grantee nor its personnel shall at any time, or for any purpose, be considered agents, servants, or employees of the Agency, or the State of Ohio, or public employees for the purpose of Ohio Public Employees Retirement Systems benefits.

Intentionally Left Blank

The terms of the within State of Ohio Easement are accepted and agreed to by Ohio University.

By: ______________________________ Date: ______________________

Mark Heil
Vice President of Finance and Administration

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed and delivered this Agreement as of the date first set forth above.

GRANTOR
The STATE OF OHIO

By: ______________________________
Director of Administrative Services or
Signatory Designee
Statutory Agent, RC 123.01(A)(5)

ACKNOWLEDGMENT

State of Ohio, Franklin County, ss:

On this ____________ day of ________________________, 2023, before me personally appeared ______________________________ who acknowledged that the foregoing document is being executed for and on behalf of the Department of Administrative Services, acting on behalf of the State of Ohio, that the same is his/her own and the Department of Administrative Services' free and voluntary act and deed and that he/she is duly authorized to enter into said document for and on behalf of the Department of Administrative Services.

____
Notary Public, State of Ohio
My Commission Expires:___________

GRANTEE
The City of Athens
an Ohio Municipality

By: ______________________________
Andrew Stone

Title: City Service-Safety Director

ACKNOWLEDGMENT

State of Ohio, Athens County, ss:

On this _______ day of ____________________, 2023, before me personally appeared Andrew Stone, City Service-Safety Director, for the City of Athens, an Ohio municipality, who acknowledged that he executed the foregoing State of Ohio Easement for and on behalf of The City of Athens and that the same is his and the Grantee's free and voluntary act and deed, and that he is duly authorized to execute the same on behalf of The City of Athens.

____
Notary Public, State of Ohio
My Commission Expires____________________

This State of Ohio Easement prepared by:
Ohio Department of Administrative Services
General Services Division
Office of Real Estate and Planning
4200 Surface Road
Columbus, Ohio 43228-1395
Phone No. (614) 387-6049

GRANTEE
The City of Athens
an Ohio Municipality

By: ______________________________
Andrew Stone

Title: City Service-Safety Director

ACKNOWLEDGMENT

State of Ohio, Athens County, ss:

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____
Notary Public, State of Ohio
My Commission Expires__________________

This State of Ohio Easement prepared by:
Ohio Department of Administrative Services
General Services Division
Office of Real Estate and Planning
4200 Surface Road
Columbus, Ohio 43228-1395
Phone No. (614) 387-6049

File No. 886
OHU

GRANTEE
The City of Athens
an Ohio Municipality

By: ______________________________
Andrew Stone

Title: City Service-Safety Director

ACKNOWLEDGMENT

State of Ohio, Athens County, ss:

On this _______ day of ____________________, 2023, before me personally appeared Andrew Stone, City Service-Safety Director, for the City of Athens, an Ohio municipality, who acknowledged that he executed the foregoing State of Ohio Easement for and on behalf of The City of Athens and that the same is his and the Grantee's free and voluntary act and deed, and that he is duly authorized to execute the same on behalf of The City of Athens.

____
Notary Public, State of Ohio
My Commission Expires____________________

This State of Ohio Easement prepared by:
Ohio Department of Administrative Services
General Services Division
Office of Real Estate and Planning
4200 Surface Road
Columbus, Ohio 43228-1395
Phone No. (614) 387-6049

Exhibit "A"

Legal Description

Being an easement over and through the following described premises being in the city of Athens, Athens County and state of Ohio, said easement being thirty (30) feet in width, being fifteen (15) feet on either side of the following described lines:

Beginning at a point eighteen (18) feet southerly and fifteen (15) feet westerly of the southeast corner of Outlot No. 7; thence South eight degrees thirteen minutes West, a distance of 142.3 feet, parallel to and fifteen (15) feet westerly of the right-of-way line of Richland Avenue, to a point and containing 0.10 acres, more or less.

Exhibit "B"

Drawing

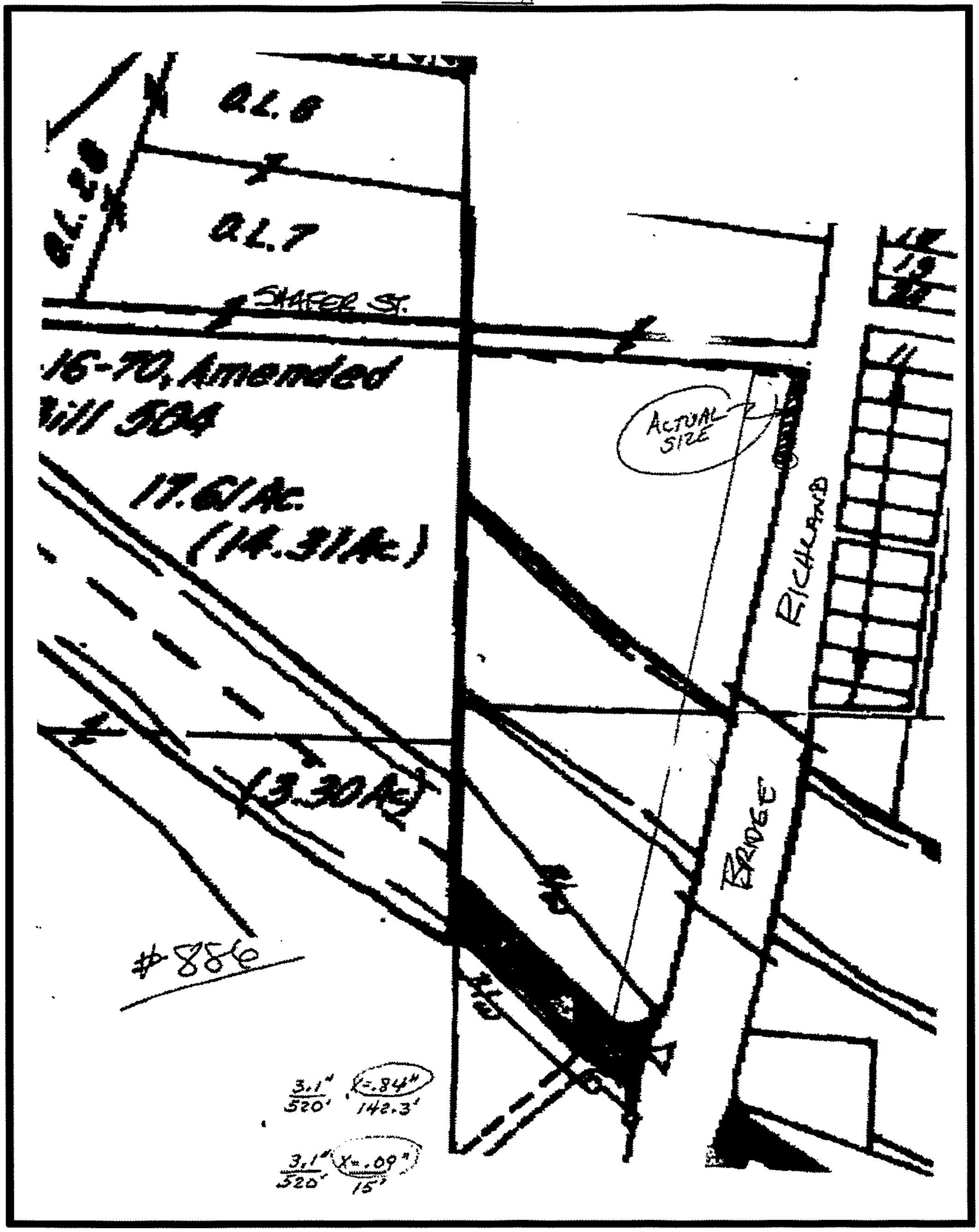
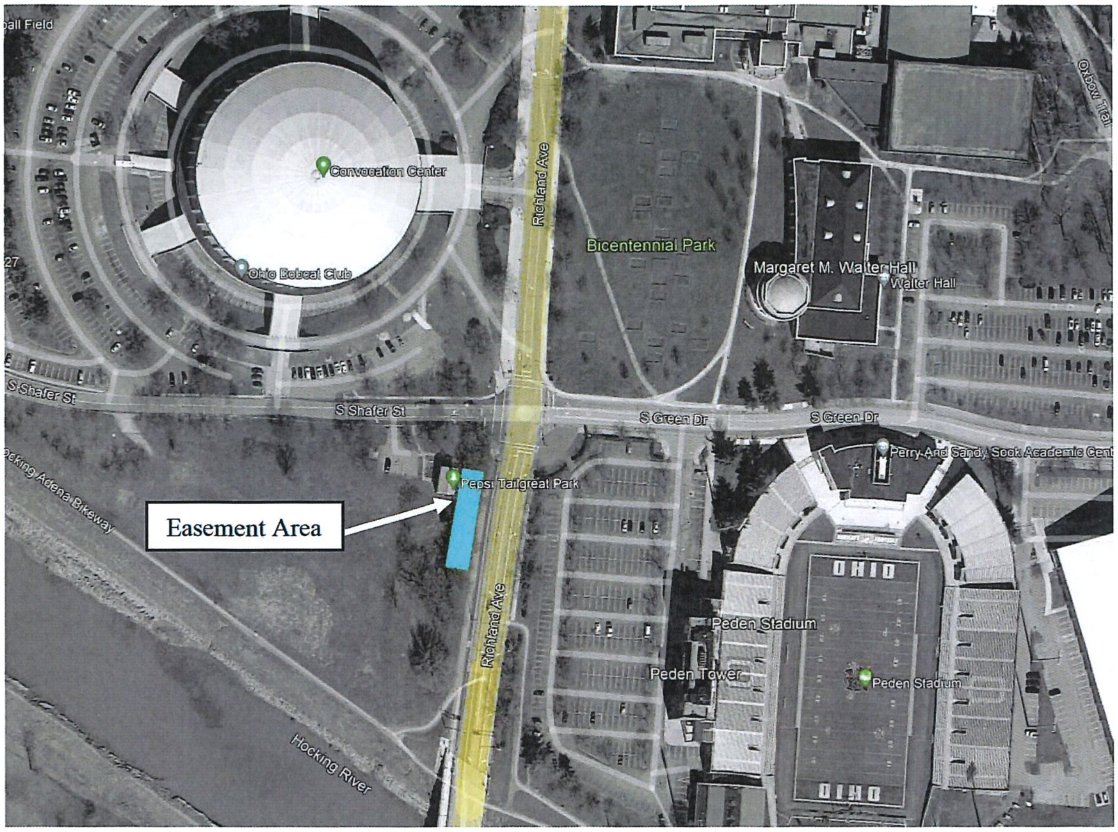


Exhibit "B"
(continued)



MEMORANDUM

To: Athens City Council

From: Athens City Planning Commission

Subject: Recommendation

Date: July 14, 2023

Proposed Amendment to Title 23 – Zoning Code.

On July 6, 2023, the Athens City Planning Commission met to vote on a Code Enforcement Office request to amend Title 23 – Zoning Code as follows:

23.03 General Regulations and Permitted Modifications
- 23.03.13. Sign Regulations.

The Planning Commission voted 4:0 to recommend to Athens City Council that the amendment be granted as requested. Please refer to the attached mark-up to Title 23.03.13. Sign Regulations for the recommended amendment.

The decision of the Planning Commission based the above recommendation on:

- This amendment will keep Athens City Code in step with changing signage types, particularly "feather flags".

This recommendation is consistent with the Athens 2040 Comprehensive Plan that was adopted by City Council in 2020.

A previous meeting held to discuss this request occurred on June 15th. Minutes from the meetings are enclosed. Thank you for your time and consideration in this matter.

Enclosures

23.03.13. Sign regulations.

(L) Temporary signs. All temporary signs shall be maintained in a safe condition and in good repair or be removed immediately.

(1) Advertising signs. Except in the Downtown Business District (B-2D), in zones where advertising signs are permitted, temporary advertising signs announcing sales, new products or special business events may be permitted in addition to the maximum sign face area of a permanent business sign.

(a) Special sales and special events. Advertising banner, posters, **feather flags,** pennants, ribbons, streamers, strings of lights, or other similar devices, with or without letters, words, numbers, logos or graphics, for the purpose of advertising or attracting attention to a special sale or to a special event upon the premises may be permitted for a period not to exceed 30 consecutive days, if approved by the zoning inspector. No more than four permits shall be issued for the erection of a temporary sign by any person on any one building or premises in any year. ~~The maximum total signage of temporary signs shall be the same as the maximum size of a permanent free-standing sign allowed in the zone.~~ **The maximum number of temporary signs shall not exceed two (2) per property. For multiple businesses operating on one property the maximum number of temporary signs shall be one (1) per business. The maximum total signage area for all temporary signs shall not exceed 50 sf.**

(b) Downtown Business Zone (B-2D). Temporary advertising is allowed without permit application when the total sign/signs face area does not exceed ten square feet, is not placed on or above the public right-of-way and does not encumber the public sidewalk. Signage is limited to posters, chalk boards, grease pencil boards and the like, advertising daily specials or special events, and does not include banners, pennants, ribbons, streamers, strings of lights or other similar devices. All other temporary advertising is prohibited.

(c) Temporary project free-standing sign. One temporary project free-standing sign not exceeding the regulations of the use district in which it is located shall be permitted if it is located on the lot of a proposed building or a building under construction. Permits for such signs shall be for a period not exceeding one year. However, such permits may be renewed while construction is pursued diligently. Project signs shall be removed within 14 days of the commencement of the intended use.

Athens City Planning Commission
Minutes of Regular Meeting
Thursday, June 15, 2023 12:00 p.m.

The regular meeting of the Athens City Planning Commission was held in City Council Chambers, third floor of City Hall, on June 15, 2023.

Attendees: None

1. **Call to Order**

Steve Patterson called the regular meeting of the Planning Commission to order at 12:01 p.m. and quorum was established with five members present. With no attendees, an oath was not administered.

PLANNING COMMISSION MEMBERS:	
Steve Patterson, Chair	Present
John Kotowski, Vice Chair	Present
Nancy Bain	Present
Austin Phillips	Present
Andy Stone, Service-Safety Director	Present
STAFF:	
Paul Logue, City Planner	Absent
David Riggs, Code Enforcement Director	Present

2. **Disposition of Minutes**

John Kotowski moved to approve the May 4, 2023 minutes. Austin Phillips seconded. All present voted aye, motion passed 5:0.

3. **Cases**

None

4. **Communications**

Proposed Zoning Amendment. City administration's recommended changes to the temporary sign portion of the zoning code.

David Riggs

Seeking changes to Title 23, 23.03.13 Sign regulations, to keep in step with changing signage types, particularly "feather flags". Feather flags don't fit in the existing code very well. East State Street and Richland Avenue have these types of signs. The suggested changes are to (L) (1) (a) as per the attached document.

Discussion

- Steve P. asked what category inflatable signs fit under in our code. David R. noted that these types are not permitted in Athens.
- Andy S. asked what the typical size of the feather flags was. David R. noted that usually 2'X10', 20 sq. ft., some smaller/some larger. Andy S. noted that two signs per property would be roughly 40 sq. ft.
- Austin P. asked about the regulation of political signs. David R. noted that political signs aren't regulated other than not being allowed in the city right of way.
- Andy S. commented that additional changes to code are going to be suggested so before the commission moves forward on this, we will wait for the other suggested changes to be submitted and then the commission will consider them all together.
- John K. mentioned that the size of political signs are regulated in the city. David R. said these size regulations can't be enforced because federal regulations supersede city regulations.

Office of Code Enforcement and
Community Development
28 Curran Drive
Athens, OH 45701
(740)592-3306
(740)594-6304 Fax
http://www.ci.athens.oh.us

City of Athens
ATHENS, OHIO

July 17, 2023

Athens City Council and
Athens City Council President, Chris Knisely

RE: T4923-0000006

Dear Ms. Knisely,

The City has received a request for a Title 49 special right-of-way permit for the use of the City's property located at 39 Hooper Street. The applicant Patrick Balding is requesting to continue an existing Revocable License for a fence located in the City right-of-way.

The special right-of-way permit has been reviewed by the Code Office, the City Engineer and the Safety Service Director.

The term of these special right-of-way permits will be seven (7) years.

If you have any questions or need additional information please let me know.

Regards,

David R. Riggs, PE
City of Athens
Director of Development and Code Enforcement

C: Andy Stone, Service-Safety Director
Saleh Eldabaja, City Engineer
Mayors Office

TITLE 49 APPLICATION

Use of the City's Public Rights of Way

In accordance with Title 49, Application Fee: "At the time that a person submits an application for Use of Right of Way Permit, such person shall pay a non-refundable application fee of $50 payable to the City of Athens."

(For Office Use Only)

Permit # T4923-000006

Date Rec'd 7/13/2023

Applicant shall comply with all sections of Athens City Code Title 49 Right of Way. All required information shall be attached to application, including such things as but not limited to detailed site plans, a certificate of liability insurance listing City of Athens Ohio as certificate holder. Property owner shall be solely responsible for the maintenance and upkeep of said right-of-way.

Applicant Patrick Balding Phone 740-591-2441

Mailing Address 39 Hooper St. Athens OH 45701

Email Address baldingpat@gmail.com

Address of Project/ Site 39 Hooper St Athens OH 45701

Parcel Number A0290700000700, A0290700000701, A0290700000800, A0290700000900 Zoning Designation R

Property Owner Patrick + James Balding Phone 740-591-2441

Property Owner Mailing Address 39 Hooper St Athens OH 45701

Project Description To occupy Alley

I HEREBY SWEAR OR AFFIRM THAT ALL THE INFORMATION PROVIDED AND ATTACHED REQUIRED DOCUMENTATION ARE TO THE BEST OF MY KNOWLEDGE TRUTHFUL AND ACCURATE.

By signing this application, the applicant agrees to comply with all facets of Athens City Code Title 49.

Applicant Signature Patrick Balding Date 7/13/23

By signing property owner agrees to indemnify, and save the City of Athens harmless from all claims, demands, costs, expenses, real estate taxes, if any, and compensation which might arise from the encroachment of permittee upon property of the City of Athens that is the subject of this application.

Property Owner Signature Patrick Balding Date 7/13/23

For Official Use Only

1. **Code Enforcement Admin:** Signature ____________ Date ____________

   ☒ Supporting Documents Attached ☒ Fee Paid Amount $ ____________

2. **Code Directors Review:** ☒ Approved ☐ Refused ☐ Missing Documentation

   Remarks ____________

   Signature [signature] Date 7-17-23

3. **City Engineer Review:** ☒ Approved ☐ Refused ☐ Missing Documentation

   Remarks ____________

   Signature [signature] Date 7-17-23

   For Saleh Eldabaje

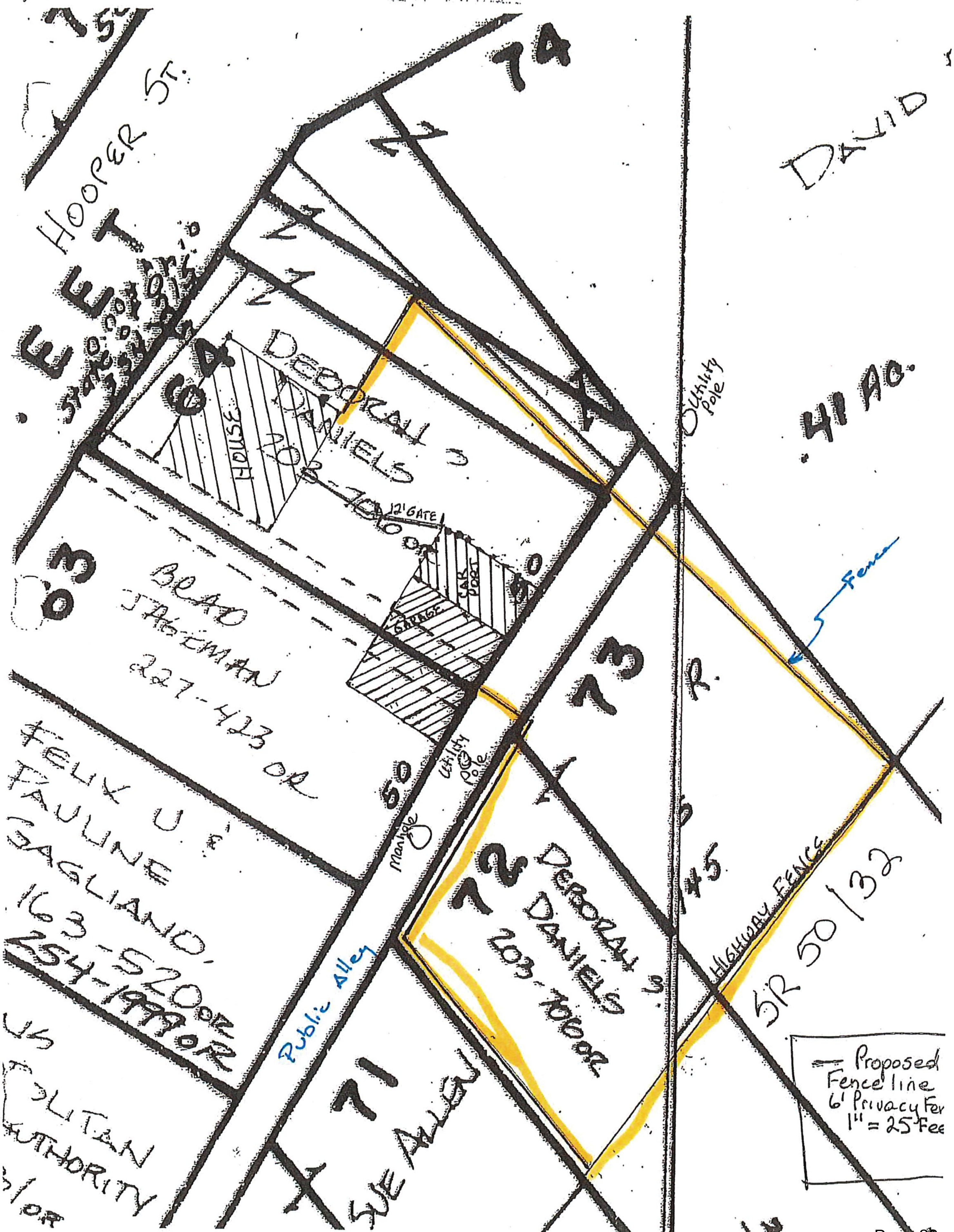
4. **Service Safety Director:** ☒ Approved ☐ Refused ☐ Missing Documentation

   Remarks ____________

   Signature [signature] Date 7/17/2023

Rev. 04/2023

EXHIBIT "A"



HOOPER ST.
74
DAVID
.41 AC.
DEBORAH DANIELS
203-700 OR
HOUSE
64
12' GATE
CAR PORT
GARAGE
03
BRAD JACKMAN
227-423 OR
FELIX U. PAULINE GAGLIANO
163-520 OR
254-1997 OR
50
Utility Pole
Manhole
Public Alley
73
72
71
DEBORAH DANIELS
203-700 OR
HIGHWAY FENCE
SR 50/32
Fence
Proposed Fence line
6' Privacy Fen
1" = 25 Fee

Department of Development, Enforcement & Facilities

Memo

To: Debbie Walker, Clerk of Council

From: John Paszke, Director

Date: June 17, 2013

Re: Revocable License Request

Attached please find a request for a revocable license for an existing fence which is being submitted due to transfer of ownership of 39 Hooper Street. New owners are Elizabeth Rhodes and Patrick Balding.

Included in this packet is the application and administrative review sheet.

If you have any questions or need further information, please contact me.

APPLICATION for REVOCABLE LICENSE for USE OF MUNICIPAL LANDS and PUBLIC RIGHT-OF-WAYS

RVL13-000005

Date Rec'd 6-3-13

CITY OF ATHENS, OHIO

In accordance with Athens City Resolution #R-02-00

Applicant Elizabeth Rhodes & Patrick Balding Telephone # 740-707-2050

Mailing Address 39 Hooper St., Athens, OH 45701

Property Location for Application: 39 Hooper St. Athens, OH 45701

Description of Requested Use: To occupy alley

Applications must include all of the following attachments:

✓ Liability/homeowner's insurance ($100,000/$300,000 minimum) naming the City of Athens as an additional insured with proof of coverage to be provided annually to the Office of Code Enforcement.

✓ Written input from the City Administration regarding the proposed revocable license.

✓ Written input from adjacent property owners regarding the proposed revocable license including a tax plat or other documentation identifying each adjacent property owner.

✓ Drawings in plan and elevation view with applicable dimensions supporting the request.

✓ Non-refundable application fee of $150.00

Conditions of Approval of Revocable License

- The Revocable License is personal in nature and will be in effect for a maximum of ten (10) years from the date of passage unless revoked by Council ordinance, or there is a change of ownership or use, whichever comes first.
- The property owner shall be solely responsible for the maintenance and upkeep of said right-of-way.

Liz Rhodes
Applicant's Signature

6/03/13
Date

American Strategic Insurance Corp
1 ASI Way
St. Petersburg, FL 33702

PROGRESSIVE®
HOME

Homeowners Declaration Page

Total Policy Premium:	$1,457
Policy Number:	OHA265462

Named Insured:
PATRICK J BALDING
39 HOOPER ST
ATHENS, OH 45701

Agent:
Progressive Ameriprise
P.O. Box 23039
Saint Petersburg, FL 33742

Agent Code:	444493
For Policy Service, Call:	(855)643-4319
To File a Claim, Call:	(866) 274-5677

Effective Date of This Transaction: 7/11/2023

Activity of This Transaction: Other

Residence Premises:
39 HOOPER ST
ATHENS, OH 45701

Policy Period: From: 04/29/2023 To: 04/29/2024
(At 12:01 AM Standard Time at the residence premises)

Plan Type: HOH

Coverage at the residence premises is provided only where a limit of liability is shown or a premium is stated.

Coverages and Limits of Liability

		Limit	Premium
SECTION I:	A. Dwelling Coverage	$273,000	880.82
	B. Other Structures	$27,300	41.50
	C. Personal Property	$191,100	120.33
	D. Loss of Use	$54,600	Included
SECTION II:	E. Personal Liability - Each Occurrence	$300,000	25.00
	F. Medical Payments to Others - Each Person	$5,000	10.00

OTHER COVERAGES AND ENDORSEMENTS:
(Printed on the following page)

DEDUCTIBLE:

All Other Perils:	$1000
Wind & Hail:	$1000

Special Messages: OTHER COVERAGES, LIMITS AND EXCLUSIONS APPLY - REFER TO YOUR POLICY FOR DETAILS
THIS POLICY DOES NOT INCLUDE COVERAGE FOR FLOOD LOSSES.
A MINIMUM EARNED PREMIUM OF $50 APPLIES TO ALL POLICIES REGARDLESS OF HOW LONG THE POLICY IS IN FORCE. THIS IS NOT REFUNDED WHEN THE POLICY IS CANCELLED.

Mortgagee:

1st Mortgagee
The Citizens Bank Of Logan
188 W Main St
Logan, OH 43138
Loan #357757 Escrow: Yes

2nd Mortgagee

David L Pratt
President

The ASI Group is an affiliate of The Progressive Corporation

Other Coverages and Endorsements:	Form Number	Limit	Premium
Homeowners Protection Policy	ASI HOH OH 04 21		
Coverage Explanation for Home Day Care Business	ASI HO NHDB 02 19		
Additional Interest	ASI HO AINT 06 15		
Functional Replacement Cost Loss Settlement	ASI HO FRC 07 19		
Progressive Home & Auto Bundle Package	ASI HO PHAA 01 21		
Scheduled Personal Property Endorsement	ASI HO SPP 02 21		
PC / Construction Factor			40.03
Ordinance or Law		27300	Included
Personal Prop Replmnt Cost	ASI HO PPRC 05 21		22.61
Household Factor			24.73
Number of Residents			-0.88
Paid in Full Discount			-108.24
Tier Factor Premium			-206.11
Package Policy Discount			-62.96
Roof Material			345.41
Claims Free Discount			-43.20
Updated Home			-4.15
Age of Dwelling			45.21
All Other Perils Deductible		1000	-13.54
Wind/Hail Deductible		1000	-27.85
Square Footage			-190.75
Mine Subsidence Coverage	OH MSI 2	273000	1.00
Total Water Peril Premium			297.33
Fixed Base Premium			95.00
Personal Injury Coverage	ASI HO PNJ 04 17		15.00
Water Backup Coverage	ASI HO WBU 02 19	5000	53.00
Number of Stories			14.64
Increased Repl Cost on Dwelling	ASI HO IRC 10 19	68250	32.70

Scheduled Items:

Category	Description of Property	Value	Premium
Misc Personal Property	Ameriprise Quoting: Misc Personal Property 1	5000	
Misc Personal Property		5000	$50.00

Additional Insured:

Interest:

Additional Interest:
City of Athens Ohio
28 Curran Dr
Athens, OH 45701
Interest:
Other

The ASI Group is an affiliate of The Progressive Corporation

Rating Information:

Construction Type:	Frame		
Type of Residence:	Single Family	Total Square Feet:	1,196
Year Built:	1946	ASI Territory:	601
Roof Year:	2003	County:	ATHENS

Special Conditions:

PLEASE READ YOUR POLICY DOCUMENTS CAREFULLY AS SPECIAL CONDITIONS AND EXCLUSIONS APPLY. THESE INCLUDE, AMONG OTHERS:

1. LIMITED LIABILITY COVERAGE FOR WATERCRAFT AND RECREATIONAL VEHICLES
2. NO LIABILITY COVERAGE FOR EXCLUDED ANIMALS

Notes:

Added Additional Interest

Office of Code Enforcement and Community Development
28 Curran Drive
Athens, OH 45701
(740)592-3306
(740)594-6304 Fax
http://www.ci.athens.oh.us

City of Athens

ATHENS, OHIO

July 17, 2023

Athens City Council and
Athens City Council President, Chris Knisely

RE: TR23-0000001

Dear Ms. Knisely,

The City has received an application from Madison Energy Cooperative Association / Utility Pipeline LTD for a Certificate of Registration of a utility company to use the City's right-of-way. The applicant will have a total of 3 miles of utility in the public right-of-way.

The Certificate of Registration Permit has been reviewed by the Code Office and the Safety Service Director and all comments have been addressed by the applicant.

If you have any questions or need additional information please let me know.

Regards,

David R. Riggs, PE
City of Athens
Director of Development and Code Enforcement

C: Andy Stone, Service-Safety Director

Office of Code Enforcement
& Community Development
28 Curran Drive
Athens, OH 45701
(740)592-3306
(740)594-6304 Fax
http://www.ci.athens.oh.us
codeoffice@ci.athens.oh.us

(For Office Use Only)

Registration # TR23-000001

Date Rec'd 7/13/2023

Certificate of Registration Application

Title 49

In accordance with Title 49 Application Fee: "At the time that a person submits an application for Certificate of Registration Application, such person shall pay a non-refundable application fee of $50 payable to the City of Athens."

Applicant Information:

Legal Status*: ☒ ***Corporation*** ☐ ***Partnership*** ☐ ***Other***

*identification of applicant's legal status (i.e., partnership, corporation, etc.) and ownership and control. If a corporation, a copy of the certificate of incorporation or its legal equivalent as recorded and certified to by the secretary of state or legal equivalent in the state or country in which applicant is incorporated.

Corporation Name Madison Energy Cooperative Association

Mailing Address 4100 Holiday St. NW, Suite 201, Canton ***State*** OH ***Zip*** 44719

Applicant Name Joseph Monaco **Phone #** 330-498-9130 ext. 307

Email Address jmonaco@utilitypipelineltd.com

24 HR Contact Information

Contact Name Tim Lantz

Emergency Phone # (can be reached 24 HRS a day) 740-270-4188

Total number of miles (rounded up to the nearest mile) of right-of-way being used or occupied by provider:

3 miles

Registered with The City of Athens Tax Department:

Withholding Tax Account: yes ☐ no ☒

Net Profit/Loss Account: yes ☐ no ☒

APPLICATION for Title 49 Registration
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Required Attachments:

Attached	N/A	
☒	☐	Certificate of insurance (if applicable) to be provided to meet the requirements of this chapter (The City of Athens listed as the Certificate Holder).
☐	☒	Copy of the applicant's certificate of authority from the PUCO and/or the FCC and/or FERC if the applicant is lawfully required to have or actually does possess such certificate(s) from said commission(s) and any other approvals, permits, or agreements including, but not limited to, any pole attachment and/or conduit use agreements existing between applicant and an owner of said poles and/or conduit.
☐	☒	A detailed description of applicant's proposed facilities, including, but not limited to, credible information detailing applicant's financial, managerial, and technical ability to fulfill applicant's obligations under this chapter and carry on applicant's proposed activities, and other information as described in this chapter and any rules and regulations.
☒	☐	Any information considered reasonably necessary and lawful to demonstrate willingness to comply with the requirements of this chapter and information that the city may request of the applicant that is relevant to the city's consideration of the application.

I HEREBY SWEAR OR AFFIRM THAT ALL THE INFORMATION PROVIDED IS TO THE BEST OF MY KNOWLEDGE TRUTHFUL AND ACCURATE. NEITHER I, NOR ANY PERSON CONTROLLING ME, HAVE BEEN ADJUDGED BANKRUPT OR BEEN FOUND BY ANY COURT OR ADMINISTRATIVE AGENCY TO HAVE VIOLATED A SECURITY OR ANTITRUST LAW, OR TO HAVE COMMITTED A FELONY, OR ANY CRIME INVOLVING MORAL TURPITUDE.

By signing this application, the applicant acknowledges the enforceability of application commitments, certifying that the application meets, and that the applicant will comply with, all federal, state and local law requirements, including without limitation, the requirements of Athens City Code Title 49.

Applicant Signature Joseph [signature] Monaco, CFO

Dated this day the 10 **day of** July 2023

NOTARIAL SEAL — STATE OF OHIO

ROBERT YODER
Notary Public, State of Ohio
My Commission Expires 12-05-2023

Notary Public, Robert G Yoder

My Commission Expires 12-5-2023

(Office Use Only) Registration #________

Reviewed by: [signature] Documents: ____ Fee ____ COI ____ Cert. Auth. ____ Descript. ____ Other

Director: [signature] ☒ Approved ☐ Denied Date: 7-17-23

Service-Safety Director: [signature] ☒ Approved ☐ Denied Date: 7/17/2023

City Council President: ________ ☐ Approved ☐ Denied Date: ________

ATHENS COUNTY
HUMANE SOCIETY
P.O. Box 765 Athens, OH 45701
info@athenshumane.org

Athens City Council
8 E. Washington St.
Athens, OH 45701

05/01/2023

Dear City Council,

The Athens County Humane Society needs your support!

Beginning in July of 2022 the Athens County Humane Society (ACHS) took responsibility for the hiring and appointing of our county's Humane Agent. A humane agent investigates and prosecutes any person guilty of an act of cruelty to animals. This is something that ACHS had not done since the late 1980's. Over the last 30-40 years the role of humane agent had generally been given to past dog wardens or dog shelter employees. Although ACHS is very proud of the work we have done in our community over the years by providing low-cost spay/neuter services and finding homes for countless animals we are now also incredibly focused and determined to have the same success in helping prevent cruelty and neglect in Athens County.

Our organization strives to not only address situations of animal cruelty and neglect but to also be proactive in helping to educate the community on the basic requirements of food, water, and shelter for all animals whether it be dogs, cats, reptiles, or livestock while also offering resources to better improve the quality of life for an animal. Our Humane Agents take pride in offering a balanced, professional, and consistent approach to every call, report, contact and case.

ACHS currently employees 2 part-time humane agents, each working approximately 20-25 hours a week. We are a non-profit organization that does not receive any support from the government or from taxpayers. We operate off donations, fundraisers, and grants. We are asking our community to support us so that we can sustain our efforts now and into the future.

We are reaching out to the villages and cities of Athens County to ask them to contribute towards the salary of a humane agent. According to the Ohio Revised Code each Village, City and County is required to contribute a minimum amount towards the salary of an agent. (Please see the full text of the ORC section 1717.07 at the end of this letter). With that in mind, we kindly request the Athens City Council contribute a minimum of $125 a month. We would love the opportunity to come speak with your Council and answer any questions you might have. We strongly believe in building strong community partnerships towards our goal of helping the animals of Athens County.

Sincerely,

Angela Marx
Executive Director
(angela@athenshumane.org)

'ORC 1717.07 Salary of Agents: Upon the approval by the mayor of a municipal corporation of the appointment of an agent under section 1717.06 of the Revised Code, the legislative authority of such municipal corporation shall pay monthly to such agent, from the general revenue fund of the municipal corporation, the salary that the legislative authority considers just and reasonable. Upon the approval by the probate judge of a county of such an appointment, the board of county commissioners of the county shall pay monthly to the agent, from the general fund of the county, or from the dog and kennel fund of the county, the salary that the board considers just and reasonable. Such board and such legislative authority may agree upon the amount each is to pay the agent monthly. The salary to be paid monthly to the agent by the legislative authority of a village shall be not less than twenty-five dollars; by the legislative authority of a city, not less than one hundred twenty-five dollars; and by the board of county commissioners of a county, not less than one hundred fifty dollars.'