

VILLAGE OF BOSTON HEIGHTS
45 E. Boston Mills Road
Hudson, OH 44236

PUBLIC HEARING
3:00 p.m. & 7:30 P.M.
Electric Power Aggregation Plan of Operation and Governance

REGULAR COUNCIL MEETING
OF
March 10, 2010 – 8:00 P.M.

AGENDA
ROLL CALL
PLEDGE OF ALLEGIANCE
APPROVAL OF AGENDA
MINUTES PRESENTED FOR CHANGE OR CORRECTION OR ADOPTION
CORRESPONDENCE
AUDIENCE PARTICIPATION

RESOLUTION H - 2010
2ND READING
A RESOLUTION CONFIRMING THE APPOINTMENT OF ASHLEY PAYNTER TO THE FIRE DEPARTMENT OF THE VILLAGE OF BOSTON HEIGHTS AS AN EMT-B AND DECLARING AN EMERGENCY

RESOLUTION I - 2010
2ND READING
A RESOLUTION APPOINTING KEVIN LIGHTNER TO THE BOARD OF REVIEW OF THE INCOME TAX CODE AND DECLARING AN EMERGENCY

RESOLUTION K - 2010
A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO THE CONTRACT WITH THE SUMMIT COUNTY PUBLIC DEFENDER'S OFFICE AND DECLARING AN EMERGENCY

RESOLUTION L - 2010
A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH UNISON SITE MANAGEMENT FOR THE BUYOUT OF THE LEASE OF THE CELLULAR TOWER IN THE VILLAGE OF BOSTON HEIGHTS KNOWN AS THE CROWN CASTLE TOWER AND DECLARING AN EMERGENCY

RESOLUTION M - 2010
A RESOLUTION ADOPTING THE VILLAGE OF BOSTON HEIGHTS ELECTRIC POWER AGGREGATION PLAN OF OPERATIONS AND GOVERNANCE FOR THE VILLAGE OF BOSTON HEIGHTS ELECTRIC AGGREGATION PROGRAM AND DECLARING AN EMERGENCY

MOTIONS: APPROVAL OF JANUARY 2010 FINANCIAL STATEMENT

.COMMITTEE REPORTS
OLD BUSINESS
NEW BUSINESS
ADJOURN

CAROL ZEMAN, CLERK-TREASURER

A RESOLUTION CONFIRMING THE
APPOINTMENT OF ASHLEY PAYNTER TO
THE FIRE DEPARTMENT OF THE VILLAGE
OF BOSTON HEIGHTS AS AN EMT-B AND
DECLARING AN EMERGENCY.

WHEREAS, the Mayor has recommended the appointment of Ashley Paynter to the Fire Department of the Village of Boston Heights effective March 1, 2010 and

WHEREAS, the Fire Chief is in agreement with said recommendation.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Boston Heights, County of Summit and State of Ohio:

Section 1: That the Mayor's recommendation to appoint Ashley Paynter as an EMT-B with the Fire Department of the Village of Boston Heights is hereby accepted.

Section 2: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 3: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and for the continuing emergency operations of the First Responder Program within the Village of Boston Heights.

BILL GONCY, MAYOR

ATTEST:

CAROL ZEMAN Clerk-Treasurer

I, CAROL ZEMAN, Clerk of the Village of Boston Heights, Summit County, Ohio do hereby certify that the foregoing Resolution - 2010, was duly passed by the Council of Boston Heights, County of Summit, State of Ohio, as a meeting of Council on the 10th day of March, 2010.

CAROL ZEMAN, Clerk of the Village of Boston Heights, Ohio

RESOLUTION I – 2010

MARCH 10, 2010

A RESOLUTION APPOINTING KEVIN LIGHTNER
TO THE BOARD OF REVIEW OF THE INCOME
TAX CODE AND DECLARING AN EMERGENCY

BE IT RESOLVED by the Council of the Village of Boston Heights,
County of Summit and State of Ohio:

Section 1: That pursuant to Section 183.11(a) of the Codified Ordinances of the Village of Boston Heights Kevin Lightner is hereby appointed to the Board of Review of the Income Tax Code.

Section 2: That Kevin Lightner will complete the full board required per Section 183.11(a) of the Codified Ordinances of the Village of Boston Heights.

Section 3: That the Council of the Village of Boston Heights hereby ratifies the appointment of Kevin Lightner to the Board of Review of the Income Tax Code.

Section 4: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council which resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements including Section 121.22 of the Ohio Revised Code.

Section 5: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and the daily operations of the municipal departments and shall take effect and be in force from and after its passage, and for the reason that this legislation is needed to insure the orderly administration of the income tax code.

PASSED:

BILL GONCY, MAYOR

ATTEST:

CAROL ZEMAN, Clerk-Treasurer

I, CAROL ZEMAN, Clerk of the Village of Boston Heights, Summit County, Ohio, do hereby certify that the foregoing Resolution , 2010 was duly passed by the Council of the Village of Boston Heights, County of Summit, State of Ohio at a meeting of Council on the 10th day of March, 2010

CAROL ZEMAN, Clerk of the Village of
Boston Heights

A RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO THE CONTRACT WITH THE
SUMMIT COUNTY PUBLIC DEFENDER'S
OFFICE AND DECLARING AN EMERGENCY

BE IT RESOLVED by the Council of the Village of Boston
Heights, County of Summit and State of Ohio:

Section 1: That the Mayor is hereby authorized to enter into the
contract with the Summit County Public Defender's Office. Said contract
is attached hereto as Exhibit A.

Section 2: That the Summit County Public Defender's Office
contract for 2010 is for all cases opened between January 1, 2010 through
December 31, 2010.

Section 3: That this Council hereby finds and determines that all
formal actions relative to the adoption of this Resolution were taken in an
open meeting of this council and that all deliberations of this Council
which resulted in formal action were taken in meeting open to the public,
in full compliance with the applicable legal requirements including
Section 121.22 of the Ohio Revised Code.

Section 4: This Resolution is hereby declared to be an emergency
measure necessary for the immediate preservation of the public peace,
health, safety and for the further reason this measure is necessary in order
to ensure the daily operations of the municipal departments and shall take
effect and be in force from and after its passage.

PASSED:

BILL GONCY, MAYOR

ATTEST:

CAROL ZEMAN, Clerk-Treasurer

I, CAROL ZEMAN, Clerk of the Village of Boston Heights,
Summit County, Ohio do hereby certify that the foregoing Resolution -
2010, was duly passed by the Council of Boston Heights, County of
Summit, State of Ohio as meeting of Council on the 10th day of March,
2010

CAROL ZEMAN, Clerk of the Village of
Boston Heights, Ohio

AGREEMENT

This Agreement made at the VILLAGE OF BOSTON HEIGHTS , Ohio on this ____ day of _____, _____ , by and between the VILLAGE OF BOSTON HEIGHTS , Ohio, acting by and through its Mayor (or designee) duly authorized by Ordinance/Resolution No. _____ , _____ , passed by the Council of the VILLAGE OF BOSTON HEIGHTS , Ohio on the _____ day of _____ , _____ , hereinafter referred to as the VILLAGE and the Summit County Public Defender's Commission, One Cascade Plaza Suite 1940, Akron, Ohio hereinafter referred to as the DEFENDER.

WITNESSETH:

WHEREAS, the VILLAGE has entered into an agreement to obtain the services of the DEFENDER to provide legal counsel to indigent persons charged with loss of liberty offenses in its municipal court for 2010; and

WHEREAS, pursuant to Chapter 120 of the Ohio Revised Code and Administrative Code 120-1-09 it is necessary to enter into this Agreement in order for said County to obtain reimbursement pursuant to Chapter 120 and Administrative Rule 120-1-09 of the Ohio Administrative Code.

NOW, THEREFORE, in consideration of the mutual covenants, promises, conditions, and terms to be kept and performed, it is agreed between the parties as follows:

Section 1. The DEFENDER shall provide counsel in the Stow Municipal Court to persons charged with a violation of the Codified Ordinances of the VILLAGE OF BOSTON HEIGHTS , Ohio, and who meet all the following specifications:

- a. The judge has determined in accordance with Subsection D of Rule 44 of the Ohio Rules of Criminal Procedure that such person is unable to obtain legal counsel.
- b. Such person has not waived the right to counsel in accordance with Rule 43 (C) of the Ohio Rules of Criminal Procedure.

- c. The judge determines that a sentence of confinement may be imposed on such person should he be convicted.
- d. Defines "eligible person" as an individual who at the time this need is determined, to be indigent in accordance with Sections 120.05 and 120.15 of the Ohio Revised Code and Section 120-1-03 of the Ohio Administrative Code and other rules and standards established by the Ohio Public Defender and the Commission.

Section 2. The VILLAGE shall pay to the DEFENDER a fee for the services provided in Section 1 of the Agreement of One Hundred Sixty Dollars (\$160.00) per case for all cases opened between January 1, 2010 through December 31, 2010.

a. The parties hereto agree that said representation of such indigent person shall not exceed the fee schedule in effect and adopted by Summit County, Ohio (said fee schedule currently allows payment of up to \$750.00 per case as and for a trial.)

Section 3. The DEFENDER shall send semi-annual statements to the VILLAGE certifying the number of cases completed during the preceding months.

Section 4. The Agreement shall expire on December 31, 2010.

Section 5. In the event the VILLAGE does not renew this Agreement, the VILLAGE agrees to pay the DEFENDER the amount of One Hundred-Sixty Dollars (\$160.00) per pending case upon the completion of said case.

Section 6. Should the DEFENDER be succeeded by a county defender organized in accordance with the Ohio Revised Code, the DEFENDER may assign its duties under this assignment and shall not be made by either party without the prior written consent of the other; provided, however, that the DEFENDER is expressly authorized to provide the services described in Section 1 through the Legal Defender Office of Summit County, Ohio Inc.

Section 7. Should the DEFENDER or any other entity receive reimbursement for the services performed by the DEFENDER, the DEFENDER shall insure the VILLAGE receives its prorated share of such reimbursement through credit toward the VILLAGE'S payment and/or payments, direct or indirect, to the VILLAGE.

Section 8. The DEFENDER shall defend and hold harmless the VILLAGE from any and all claims or liability resulting from the services performed by the DEFENDER under the contract.

Section 9. All amendments to this Agreement shall be in writing and signed by both parties.

Section 10. This contract shall be subject to the approval of the Ohio Public Defender Commission.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

IN THE PRESENCE OF:

VILLAGE OF BOSTON HEIGHTS

Witness

Mayor (or designee) / Date

Witness

SUMMIT COUNTY PUBLIC
DEFENDER COMMISSION

Approved as to legal form
and correctness:

Philip Lloyd, Trustee / Date
(or designee)

Law Director / Date

OHIO PUBLIC DEFENDER
COMMISSIONER

_____ /
Date

CERTIFICATE OF DIRECTOR OF FINANCE

I hereby certify that certificates will be furnished on payment orders issued by the _____ under this contract and that sufficient money is in the treasury under this contract and that sufficient money is in the treasury or in the process of collection to the credit of the appropriate fund or division to discharge the VILLAGES's obligation under this contract as authorized by Ordinance/Resolution No. _____, _____ .

Director of Finance

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH UNISON SITE MANAGEMENT FOR THE BUYOUT OF THE LEASE OF THE CELLULAR TOWER IN THE VILLAGE OF BOSTON HEIGHTS KNOWN AS THE CROWN CASTLE TOWER AND DECLARING AN EMERGENCY

BE IT RESOLVED by the Council of the Village of Boston Heights, County of Summit and State of Ohio:

Section 1: That the Mayor is hereby authorized to enter into an agreement with Unison Site Management. Said Agreement is attach hereto as Exhibit "A".

Section 2: That the Unison Site Management Agreement spells out the buyout of one (1) cellular tower lease presently held with the Village of Boston Heights by Crown Castle, with Alltel as the tenant.

Section 3: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council which resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements including Section 121.22 of the Ohio Revised Code.

Section 4: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and for the continuing commitment to maintaining additional revenue through the cell towers and shall take effect and be in force from and after its passage.

PASSED:

BILL GONCY, MAYOR

ATTEST:

CAROL ZEMAN, CLERK-TREASURER

I, CAROL ZEMAN, Clerk of the Village of Boston Heights, Summit County, Ohio do hereby certify that the foregoing Resolution - 2010, was duly passed by the Council of the Village of Boston Heights, County of Summit, State of Ohio in a meeting of Council on the 10^h day of March 2010.

CAROL ZEMAN, Clerk of the Village of Boston Heights, Ohio

((UNISON))

340 Madison Avenue, Suite 12F, New York, NY 10173

www.unisonsite.com

January 5, 2010

Terms of Agreement

* Our signatures below acknowledge that these are the business terms upon which this transaction will be completed. However, the terms of this agreement are subject to due diligence and final Underwriting commitment by Unison, and receipt by Unison of all required documentation, including but not limited to the complete Carrier lease(s), proof of scheduled monthly rent(s), escalator(s), and Carrier(s). By signing and dating below, Unison will endeavor to close this transaction within 90 days of the date of your acceptance of these business terms. The terms of this agreement will expire in six (6) months unless extended by mutual consent.

* When used herein, the terms Unison and Site Owner shall refer to Unison and the Site Owner and their respective successors and/or assigns.

Site #: 465156
Site Address: 153 A Boston Mills Rd, Hudson, OH 44236
Purchaser: Unison Site Management ("Unison") Seller
("Site Owner"): Village of Boston Heights

Tenant/Carrier(s): Crown Castle tower with Alltel as tenant
Current Rent: \$636.14
Purchased Rent: \$636.14
Escalator: CPI 5 year term (Crown Castle)

Term of Easement Purchased: 40 years

Easement Area: Ground space around the tower described by existing wireless service provider leases including equipment footprints and access and utility easements.

Other Transactional Terms: Unison will receive the currently scheduled rent stream (including escalators) as defined under the current ground lease agreement between Seller and Crown Castle ("Ground Lease") for the term of the easement ("Scheduled Rent"). In the event that the Ground Lease terminates, expires or is extinguished, Unison agrees that for all rent derived from the cell site over and above Scheduled Rent, Site Owner will collect 75% and Unison will collect 25%. Unison agrees that the Ground Lease shall be deemed extinguished or terminated if Unison holds interest as Lessee under the Ground Lease and as Purchaser under this transaction.

Purchase Price: \$47,710

The purchase price shall be the gross purchase price from which will be netted:

- *Pro-rated rent for the remainder of the month of closing plus the next two months (Site Owner shall be entitled to cash and retain the rent check(s) for the pro-rated periods);*
- *Title company escrow, search and premium fees for the Owner's form policy to be provided to Unison; and*
- *Transfer taxes (if any).*

Offer Expiration Date: January 8, 2010

* Site Owner agrees to provide Unison with all due diligence items listed under the Document Checklist on the following page at the point of execution of this agreement by the Site Owner. Site Owner also agrees to provide comments (if any) to the Easement and Assignment agreement within 14 days of the execution of this agreement. The terms of this offer will expire if such comments are not provided within 14 days of the execution of this agreement by the Site Owner. As noted on page 2 hereto, if there is a mortgage on the property, Site Owner agrees to obtain a Non-Disturbance Agreement ("NDA") from the lender. If the NDA is impossible to obtain, site owner may request a risk assessment to determine whether Unison will close without the NDA. If the NDA requirement is waived, the purchase price will automatically be reduced by at least 10 times the monthly rent at closing.

Ron Reiss
Senior Site Development Officer
for Unison Site Management

Site Owner
Date: _____

((UNISON))

340 Madison Avenue, Suite 12F, New York, NY 10173

www.unisonsite.com

Document Checklist

1. LANDLORD ENTITY TAX ID # or SSN: _____

2. I agree to provide my Unison representative with the following information required for closing:

- Full copy of each Telecommunications Tenant Agreement, including any addenda, amendments, assignments, notice or exercise letter
- Commencement date verification of each Telecommunications Tenant Agreement and copies of at least the last three months' rent checks
- All available correspondence from Telecommunications Tenants
- Proof of Site Owner's existence and authority, as applicable: (Entity Documents - Corporate filing receipt, Certificate of Good Standing, Articles of Incorporation, Articles of Formation, By-laws, Operating Agreement; Partnership Agreement; Trust Agreement; Probate documents, Death Certificate; Divorce Decree; Property Management Agreement)
- Deed
- Survey of property
- If there is a mortgage on the property, Site Owner agrees to obtain a Non-Disturbance Agreement from the lender

3. The following documents will substantially expedite closing:

- Construction Drawings/Site Plans for the Telecommunication Tenants' installations
- Title Report or Title Insurance Policy
- Existing Environmental Reports, if applicable (Phase 1 or 2 or comparable)
- Current Tax Bill for property
- Appraisal or Fair Market Valuation (particularly if Lender may not easily provide Non-Disturbance and Attornment Agreement)
- Site Plan

Site Owner Signature

Date signed:

Site Owner Contact information

Name:

Phone: Fax:

Email:

Attorney Contact Information

Name:

Phone:

Fax:

Email:

Mortgage (if none, please indicate below)

Lender Name: _____

Phone: _____

Fax: _____

Email: _____

Mortgage Amount: _____

Lender Contact: _____

A RESOLUTION ADOPTING THE VILLAGE OF BOSTON HEIGHTS
ELECTRIC POWER AGGREGATION PLAN OF OPERATIONS AND
GOVERNANCE FOR THE VILLAGE OF BOSTON HEIGHTS ELECTRIC
AGGREGATION PROGRAM AND DECLARING AN EMERGENCY

WHEREAS, the residents of the Village of Boston Heights have authorized the Boston Heights Village Council to aggregate and choose a supplier of electricity; and,

WHEREAS, after due consideration , Council has determined that the supplier of electricity to the Village of Boston Heights residents will be FirstEnergy Solutions;

NOW, THEREFORE, BE IT ORDAINED, by the Council of the Village of Boston Heights, Summit County, Ohio:

SECTION 1: That the Mayor is hereby authorized to enter into a contract with FirstEnergy Solution to supply electricity to the Village of Boston Heights Residents. A copy of said contract is attached hereto as Exhibit "A".

SECTION 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with Section 121.22 of the Ohio Revised Code.

SECTION 3: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and for the continuing conscientious effort of Council to provide the most cost effective services to the Village residents.

BILL GONCY, MAYOR

ATTEST

CAROL ZEMAN, Clerk-Treasurer

I, CAROL ZEMAN, Clerk of the Village of Boston Heights, Summit County, Ohio do hereby certify that the foregoing Resolution - 2010, was duly passed by the Council of Boston Heights, County of Summit State of Ohio, as a meeting of Council on the 10th day of March, 2010

Village of Boston Heights Electric Power

Aggregation Plan of Operation and Governance

March 5, 2010

Village of Boston Heights Electric Power Aggregation Plan of Operation and Governance

I. INTRODUCTION

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

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

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

II. PROCESS

On November 7, 2000, Boston Heights voters approved the development of a form of government electric aggregation known as "opt-out" aggregation. Under the opt-out program, all OE residential and business customers in the Village are automatically included as participants in the program unless they opt-out of the program by providing written notice of their intention not to participate. As required by state law, the Village Council passed a Resolution, which authorized submitting the selection of opt-out aggregation to the Village's voters.

In addition to obtaining necessary Village Council approvals, the Village is also required to comply with various PUCO regulations. The Village will file an application with the PUCO for certification as a Government Aggregator as soon as the Village Council Approves the Plan, on or about March 10, 2010. As required by the regulations, the Village developed this

Aggregation Plan of Operation and Governance ("Plan"). On February 24, 2010, and March 3, 2010, the Village advertised the Public hearing dates to discuss the Plan in the Hudson Hub-Times. As required by the PUCO's regulations, two hearings were conducted on March 10, 2010. The Opt-out notice for the Village's Program will be sent to all eligible electric customers in the Village upon approval of this Plan, setting forth the rates, terms and conditions of the program, and giving 21 days to opt out of the Program.

By vote of the Village Council of Boston Heights on December 9, 2009 the Village selected FirstEnergy Solutions, Inc. (FES), a subsidiary of FirstEnergy Corp., as its Retail Electric Generation Provider, to provide the electric power for the Boston Heights Aggregation Program at this time. Under this program, Ohio Edison (OE) will still deliver the electricity purchased from the Village's provider, FES, to customers, customers will receive only one bill (from OE), and all metering, repairs and emergency service will continue to be provided by OE.

III. DEFINITIONS

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

"Aggregation Program" means the program developed by the Village of Boston Heights, as a Government Aggregator under Section 4928.20 Ohio Revised Code, to provide OE customers in the Village with retail electric generation services.

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

"Member" means a person enrolled in the Boston Heights government Aggregation Group for competitive retail electric services.

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

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

IV. OPERATIONAL PLAN:

A. Aggregation Services

1. Provider: Boston Heights will use a contractor ("Retail Electric Generation Provider") to perform and manage aggregation services for its Members. The Village has selected FES

to be its Provider at this time. The Provider shall provide adequate, accurate, and understandable pricing terms and conditions of service, including any switching fees and the conditions under which a Member may rescind a contract without penalty. The Provider must provide the Village, if requested, an electronic file containing the Members usage, and charges. The Provider must have a local Akron phone number or a toll free number for Members to call.

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

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

4. Customer Service: The Retail Electric Generation Provider will develop and administer a customer service process, that at a minimum will be able to accommodate (i) Member inquiries and complaints about billing; and (ii) answer questions regarding the program in general. This process will include at a minimum a description of how telephone inquiries will be handled, either internally or externally, how invoices will be prepared, how remittance of payment will be dealt with, and how collections for delinquent accounts will be addressed. See Appendix B for a detailed description of the Customer Service Plan.

6. Billing: Boston Heights will use the Retail Electric Generation Provider, or it's designated agent, to provide billing services to each Member for the Competitive Retail Electric Services, with no additional administrative fee. At this time, Ohio Edison will render the billing statement, which should be consistent with all applicable guidelines issued by the PUCO. As this market develops, Boston Heights may, at its option and in consultation with the Provider, change this function to the Retail Electric Generation Provider or a billing agency.

7. Compliance Process: The Retail Electric Generation Provider will develop internal controls and processes to ensure that the Village remains in good standing as a Government Aggregator that complies with all laws, rules and regulations surrounding the same, as they may be amended from time to time. It will be the Retail Electric Generation Provider's responsibility to deliver periodic reports that will include at a minimum (i) the number of

Members participating in the Program; and (ii) a savings estimate or increase from the previous year's baseline. The Retail Electric Generation Provider will also develop a process to monitor and provide notification of any changes in laws, rules or regulations.

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

B. Power Supply Agreement

The Power Supply Agreement will provide for the Provider to serve the Village's Government Aggregation Group. Under the Agreement, the term for power supply to Members will be for nine years from the beginning of service.

C. Boston Heights' Retail Electric Generation Provider - FirstEnergy Solutions, Inc. (FES)

FES satisfies each of the following requirements:

- Has sufficient sources of power to provide retail firm power to the residents of Boston Heights.
- Is a licensed Federal Power Marketer with the Federal Energy Regulatory Commission.
- Is certified as a CRES by the PUCO.
- Is registered as a generation supplier with OE.
- Has a Service Agreement for Network Integration Transmission Service under FirstEnergy's Open Access Transmission Tariff.
- Has a Service Agreement under FirstEnergy's Market-based Rate Tariff.
- Has the corporate structure to sell retail firm power to the OE customers in the Village.
- Its Electronic Data Interchange computer network is fully functional and capable of handling the OE retail electric customers in Boston Heights.
- Has the marketing ability to reach all OE retail electric customers to educate them on the Village's Aggregation Program.
- Has a call center capable of handling the Village's Aggregation Group customer calls.
- Has a toll-free number as required by the PUCO for customer service and complaints related to the Village's aggregation program.
- Will hold the Village financially harmless from any financial obligations arising from supplying power to the OE retail electric customers in the Village.
- Satisfies the State of Ohio's, FirstEnergy's and the Village's credit requirements.
- Will execute the Power Supply Agreement.
- Will assist the Village in filing the annual reports required by the PUCO and Section 4805.10(A), Section 4911.18(A) and Section 4928.06(F) of the Ohio Revised Code.
- Will assist the Village in developing a Consumer Education Plan.

D. Activation of Service

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

E. Changes, Extension or Renewal of Service

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

F. Termination of Service

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

G. Opt-In Procedures

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

H. Opt-out Procedures

OE consumers may opt-out of the Village's Aggregation Group at any time during the opt-out period without additional fees charged by the Provider or the Village. Aggregation Group participants who switch to a different generation supplier after the expiration of the Opt-out period will be allowed to do so in correlation with the consumer's next scheduled meter read date but will be charged a \$25.00 switching fee to be billed on their final bill from the Provider. Switching to a different generation supplier on the next meter read date,

however, will occur when the next meter read date is twelve (12) business days or more from the date of the consumer's notice of intent to opt-out of the Aggregation Group. Notification of intent to opt-out of the Aggregation Group may be made by contacting the Provider by telephone or in writing. Consumers who opt-out of the Aggregation Group will default to OE's Standard Service Offer, until the consumer selects an alternate generation supplier.

I. Rates

July 2010-May 2018

Rate RS - Standard Residential Rate	Rate GS - General Secondary to 399 KWd
2010- - 6% Discount	2010- - 4% Discount
2011- - 6% Discount	2011 - - 4% Discount
2012- - 6% Discount	2012- - 4% Discount
2013- - 6% Discount	2013- - 4% Discount
2014- - 6% Discount	2014- - 4% Discount
2015- - 6% Discount	2015- - 4% Discount
2016- - 6% Discount	2016- - 4% Discount
2017- - 6% Discount	2017- - 4% Discount
2018- - 6% Discount	2018 - 4% Discount

National accounts (e.g. McDonald's, BP, Dollar General) as well as eligible commercial accounts with annual usage over 700,000 will be offered the discounts in either plan selected but they must "opt-in" to the program.

*For the term referenced above, the generation pricing under this Agreement will be calculated as the specified percentage off the generation, generation related and transmission charge (Rider Gen) as set forth in the EDU's applicable tariff. FES reserves the right to terminate service and return members to standard offer service for the period June 2011 - May 2018 if the EDU standard service offer pricing and or tariff structure is modified. As described above, no discount will be given on transmission and ancillary services if they are identified in a separate tariff approved by the PUCO.

J. Universal Service and Low Income Customer Assistance

The Ohio Department of Development (ODOD), under the electric restructuring law, will provide one-stop shopping for low-income assistance programs. There are five low-income assistance programs: 1) Percentage of Income Payment Plan (PIPP); 2) the Home Energy Assistance Program; 3) the Home Weatherization Assistance Program; 4) the Ohio Energy Credit Program; and 5) the Targeted Energy Efficiency and Weatherization Program.

Ohio law allows the Director of the Ohio Department of Development to aggregate consumers that participate in PIPP and to competitively auction the generation supply for PIPP customers. Accordingly, PIPP customers may be included in the State's PIPP customer aggregation. To the extent permitted by Ohio law and the PUCO, PIPP customers will be included in the Village's aggregation unless they choose to opt out.

V. MISCELLANEOUS GOVERNANCE GUIDELINES

- A. Village Council shall approve through Resolution or Ordinance the Plan of Operation and Governance for the Aggregation program and any Amendments thereto.
- B. The Village shall contract with only Retail Electric Generation Providers certified by the Public Utilities Commission of Ohio for the provision of Competitive Retail Electric Service to the Aggregation Program Members.
- C. The Village will require any Provider to disclose any subcontractors that it uses in fulfillment of the services described above.
- D. The Village will require the Provider to maintain either a toll free telephone number, or a telephone number that is local to Village residents who are Members.
- E. All costs of the Aggregation Program development/administration will be paid either through the general fund and/or through the inclusion of a percentage adder that will be added to Member bills.

VI. LIABILITY

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

VII. INFORMATION AND COMPLAINT NUMBERS

Copies of this Plan are available from the Village of Boston Heights free of charge. Call the Office of the Clerk Treasurer at 330-655-9570 for a copy or for more information.

Any electric customer, including any participant in the Village's Aggregation Program, may contact the Public Utilities Commission of

Ohio (PUCO) for information, or to make a complaint against the Program, the Provider or OE. The PUCO may be reached toll free at 1-800-686-7826.

Appendix A -- Education Process

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

1. Each residence within the limits of the Village will receive via U.S. Mail notification of: what government aggregation means, their membership in the government aggregation program, the procedure which must be followed in order to opt out of the program, the price that they can expect to receive as a member of the program, and the deadline for returning the opt out form. See the attached letter.
2. The Provider will work with the Village to provide opportunities for educating residents in the Village about the Program and consumer rights under the law, PUCO rules and this Program. In addition, the Provider and Village will work to provide education about and other opportunities for energy efficiency measures to help consumers reduce energy consumption.
3. The Provider will provide updates and disclosures as mandated by State law and rules of the PUCO.
4. The opt-out opportunity will be provided to the members of the program at least every three years. Should conditions, suppliers, price, or any other component of the program change within the three-year period, participants will be given a notice of their opportunity to opt out of, or into the program.

July 1,2010

Dear Village of Boston Heights Resident,

The Village of Boston Heights is providing you the opportunity to join other residents to save money on the electricity you use. Savings are possible through governmental aggregation, where Village officials bring together citizens to gain group buying power for the purchase of electricity from a retail electric generation provider certified by the Public Utilities Commission of Ohio. Village of Boston Heights voters approved this program in November 2000.

After researching competitive electricity pricing options for you, we have chosen FirstEnergy Solutions Corp., a subsidiary of FirstEnergy Corp., to provide you with savings on your electric generation through May 2013. There is no cost for enrollment and you will not be charged a switching fee. You do not need to do anything to participate.

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

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

You will see your electric savings from FirstEnergy Solutions after your enrollment has been completed and your switch has been finalized - approximately 30 - 45 days, depending upon your meter read date. Of course, you are not obligated to participate in the Village of Boston Heights's electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local electric utility - Ohio Edison- you have until July 22, 2010 to return the attached "opt-out" form. If you do not opt out at this time, you will receive a notice at least every three years asking if you wish to remain in the program. If you leave the program at any other time, you could be subject to a \$25 cancellation fee from FirstEnergy Solutions - and you might not be served under the same rates, terms and conditions that apply to other customers served by Ohio Edison.

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

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

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

Sincerely,

Village of Boston Heights

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

Option 1: Do nothing and save. If you want to participate in this program and save, you do not need to return this form. Your enrollment is automatic.

OR

Option 2: Opt out by returning this form. If you do not want to participate in this program, you must return this form before the due date.

Service address (City, State and zip): _____

Phone number: _____

Account holder's signature: _____ Date: _____

**Mail by July 22 to
Boston Heights Electric Governmental Aggregation Program
341 White Pond Drive, Bldg. B-3
Akron, Ohio 4432**

Appendix B — Customer Service Plan

A. Member Access:

1. FES shall ensure Members reasonable access to its service representatives to make inquiries and complaints, discuss charges on Member bills, and transact any other business.
2. Telephone access shall be toll free and afford Members prompt answer times during normal business hours, as follows:

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

3. FES shall provide a 24-hour automated telephone message instructing callers to report any service interruptions or electrical emergencies to Ohio Edison.

B. Member Complaints:

1. FES shall investigate Member complaints (including Member complaints referred by Ohio Edison) and provide a status report within five calendar days following receipt of the complaint to:
 - a. The consumer, when the complaint is made directly to FES; or
 - b. The consumer and The Public Utilities Commission of Ohio Staff ("Commission Staff"), when a complaint is referred to FES by the Commission Staff.
2. If an investigation is not completed within 14 calendar days, FES shall provide status reports to the consumer and the Village, or if applicable, to the consumer, the Village and the Commission Staff. Such status reports shall be provided at five-day intervals until the investigation is complete, unless the action that must be taken will require more than five days and the Member has been so notified.
3. FES shall inform the consumer, or the consumer, the Village and Commission Staff, of the results of the investigation, orally or in writing, no later than five calendar days after completion of the investigation. The consumer, the Village, or Commission Staff may request the report in writing.
4. If a residential consumer disputes the FES report, FES shall inform the consumer that the Commission Staff is available to help resolve informal complaints. FES shall provide the consumer with the current address, local/toll free telephone numbers, and TDD/TTY telephone numbers of the Commission's consumer services department.

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

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

C. Member Billing and Payments

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

- a. The Member's name, billing address, service address, the Member's EDU account number, and if applicable, FES account number;
- b. The dates of service covered by the bill, an itemization of each type of competitive service covered by the bill, any related billing components, the charge for each type of service, and any other information the Member would need to recalculate the bill for accuracy;
- c. The applicable billing determinants, including beginning meter reading, ending meter reading(s), demand meter reading(s), multipliers, consumption(s), and demands;
- d. For Member-generators with net metering contracts, a statement of the net metered generation;
- e. The unit price per kWh charged for competitive service, as calculated by dividing current-period competitive service charges by the current-period consumption;
- f. An identification of the provider of each service appearing on the bill;
- g. The amount billed for the current period, any unpaid amounts due from previous periods, any payments or credits applied to the Member's account during the current period, any late payment charges or gross and net charges, if applicable, and the total amount due and payable.

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

- a. Fourteen days after the postmark date on the bill for residential Member; and Twenty-one days after the postmark date or the bill for nonresidential Members;
- b. Current balance of the account, if a residential Member is billed according to a budget plan;
- c. Options and instructions on how Members may make their payments;
- d. For each provider whose charges appear on the bill, a listing of the provider's toll-free telephone number and address for Member billing questions or complaints;
- e. A listing of the toll-free consumer assistance telephone numbers and available hours for applicable state agencies, such as the commission, the Ohio Consumers' Counsel, and the Ohio Attorney General's office;

- f. The Ohio Edison 24-hour local/toll-free telephone number for reporting service emergencies;
 - g. Identification of estimated bills or bills not based upon actual end-of-period meter readings for the period; and
 - h. An explanation of any codes and abbreviations used.
3. If applicable, FES will, upon request, provide Members with the name and street address/location of the nearest payment center and/or authorized payment agent.
 4. If applicable, when a Member pays the bill at a payment center or to an authorized payment agent, such payment shall be credited to the Member's account as of the day such payment center or agent receives it.
 5. The Village and FES shall establish policies and procedures for handling billing disputes and requests for payment arrangements.

D. Collections for delinquent accounts:

1. Collections for delinquent accounts shall be the responsibility of FES or its agent.
2. The Village shall approve the Collections process utilized by FES.
4. Failure of Members to pay charges for Competitive Retail Electric Services may result in loss of those products and service; and
5. Failure to pay charges for Competitive Retail Electric Services may result in cancellation of the Member's contract with FES, and return the Member to Ohio Edison's Standard Offer.