

VILLAGE OF SHAWNEE HILLS AGENDA
FOR May 22, 2017 AT 7:00 P.M.
TIMOTHY L. FELLURE MUNICIPAL BUILDING, 9484 DUBLIN RD.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call: Mahesh Dalvi James Gauldin Douglas Gil
 Dan Mathews Mike McVan Josh Vidor
4. Approval of Minutes from May 8, 2017
5. Approval of Agenda
6. Solicitor
7. Village Administrator
8. Police Chief Report (last meeting of the month)
9. Visitors
10. Communications
11. Mayor's Report
12. Pro Tem Report
13. Committee Reports
14. Legislative Actions

Second Reading- Ordinance 10-2017- An Ordinance to reappropriate funds for current expenses and other expenditures of the Village of Shawnee Hills, State of Ohio during the fiscal year ending December 31, 2017

First Reading- Resolution 06-2017- A Resolution to supply electric generation supply and related services – The correct reading will be provided Monday.

16. Approval of the Bills in the amount of \$43,942.51
17. Treasurer's Report
18. Miscellaneous Business
19. Adjournment

Village of Shawnee Hills Council Meeting Minutes

May 8, 2017

Mayor Monahan called the meeting to order at 7:00 p.m.

Council in Attendance: Douglas Gil, Dan Mathews, Mike McVan and Josh Vidor

Absent: Mahesh Dalvi, James Gauldin and Solicitor Brian Zets

Also Present: Fiscal Officer Shirley Roskoski and Administrator Steve DeBolt

Minutes

It was moved by Vidor, seconded by Gil to approve the minutes from April 24, 2017. Following vote on the motion is recorded: yea, 4; Gil, Mathews, McVan and Vidor. Nay, none. Chair declared the motion passed by a 4-0 vote.

Agenda

It was moved by McVan, seconded by Gil to approve the agenda. Following vote on the motion is recorded: yea, 4; Gil, Mathews, McVan and Vidor. Nay, none. Chair declared the motion passed by a 4-0 vote

Village Administrator

Steve DeBolt gave the following report:

- We talked about having a community garden here in the village. One update on that is that the one property owner that we contacted that has the property next to the civic building said he prefers that it not be used this year for a garden. He did not rule it out for future years. We are still looking at Straders but at the same time the Mayor asked Brian to look into whether or not it was feasible or what the requirements were to have it on private property. Brian came back that if it was on private property there are a lot of hoops to jump through. You would have to get a conditional use approval from the BZA.
- Mayor Monahan said he talked to Gwen and we are going to take a more targeted look at Straders. We have asked Straders but I want to go and talk to them and hopefully they will allow us to do a presentation on the idea of them having a garden over there.
- Our Building permit has been secured for the construction of the Restroom at the Park. Morter Construction will start the building as soon as the gas line is moved which was scheduled to be done last week and postponed until this week. The Dublin Rotary Club (they qualify as the required 5013(c) designation) has agreed to assist us in securing grants for \$2500 from Ohio Edison and \$500 from Columbia Gas for the Restroom and park beautification respectively.

- I met with the Director of Sales and Leasing for Subway and Owner of the Shops of Shawnee about locating a Subway Franchise in a vacant space that is available. Both parties are very interested in this opportunity and the Subway representative is looking into our local demographics and the logistics of the site.
- The heavy rainfall last week brought attention to how storm water issues can affect property owners. We believe a failed stormwater pipe caused some flooding at the end of Buckeye Drive on private property. Chris Tebbe, Village Engineer, and I consulted with the two residents affected and they have agreed to work together and address the stormwater issue there with what will likely be two additional catch basins, pipe replacement and grading a small swale. If this work is completed, it will likely allow the Village to finally eliminate the gravel and often water filled center of the turnaround in the circle and include the area to be paved in this year's street program. There is also a sewer manhole in need of repair on the front of one of the resident's property that is also being attended to.
- Shirley, Chief Baron, and I met with a representative of Group Benefits Solutions about seeing if we can secure a more economical health insurance and it is being looked into.
- I was asked by a resident after a recent Council meeting if the walkway will also be closed when the Reservoir bridge work is done this summer and a City of Columbus representative confirms that the walkway will be closed during construction that will take place for a 3 week timeframe between June 5th and July 14th. We will be notified of more specific dates when provided by the contractor. Residents can also receive updates by going to: pavingtheway.org
- Bids for both the Waterline/Fire Hydrant project and 2017 street paving project will be opened on May 25th.
- Shirley and I met with representatives of Source Point who offer Senior Services for those over 55 residing here in Delaware County. A representative will be speaking tonight and I encourage residents to who are eligible and in need to take advantage of their services or refer them to other who may be since they are one of the best organizations serving seniors in the State.

Bella Awad asked if the community garden project was not resident initiated but village initiated would they have also had to get an okay from the adjoining neighbors.

Mayor Monahan said we would have listened to the neighbors; the ones that have said they do not want it next to them.

Bella said so the other projects that have gone on in the village like the park, the benches, rain garden, things like that, did other villagers have input.

Mayor Monahan said they had input to it. It wasn't a filing to do it.

Council member Gil asked if the property behind the church was out of the question or is it still on the table.

Mayor Monahan said no, we had a lot of residents that said they do not want to deal with the issues.

Bella asked what were the issues?

Mayor Monahan said noise, anything that wasn't well taken care of, the watering, just the fact of having it there.

Steve said there was some credence to the one point because we happened to talk to somebody that has a community garden in another community and they said that it got run down or maybe people did not take care of it so that was one of his concerns and it does happen.

Bella said but for eight to ten plots, because usually community gardens are a lot larger, there are usually fifty people involved.

Visitors

Melinda Metz and Karen Waltermeyer from Sourcepoint were present to let the Council know what resources are offered at Sourcepoint for residents 55 and older.

Melinda said that Sourcepoint is the aging services provider for those 55 and up here in Delaware County. We offer in home services, community programming and a 44,000 square foot enrichment center just north of us here in Olentangy School District but within Delaware City limits. Aging and illness can be difficult for anyone at any age but we think it's important for everyone to know that help is available and we are hoping that these visits around the community can help spread that message. All in home care services are coordinated by a licensed social worker. We call them a care consultant, that's a less scary name. Even though these are highly qualified people who are specialized in geriatric services, gerontology backgrounds and are licensed social workers we call them, those who are caring for their clients, care consultants. We can complement any treatment recommendation that anyone's doctor might give them to be more effective partners in managing anyone's own health care. That includes medical transportation, medication monitoring, and personal care. We have a very comprehensive nutrition program which includes Meals on Wheels. We do things a little different here in Delaware County, Meals on Wheels is a by donation only program. If you need the service great we will provide it, if you can provide a donation that's wonderful, if not we will continue seeking those additional dollars to help complement that service. All services are based on need and not income as in many other communities. How we determine need is if someone needs the service or not. We do have many things that are free or that you can qualify as free depending on your income level but for the bulk of our services we are going to use a sliding fee scale to determine where you would fall on that scale and then we can tell you right away how much you would be paying for someone to come and help bathe your loved one, to help do homemaking, to help do medication monitoring, all the things that you might like to have someone come in your home to do. All of those services are accessed by having one of our care consultants come out to you so all intake is done at an in home visit so no one has to get in their car and drive to our centrally located location to get access services. They also do not need to be a member of our enrichment center in order to access services. This is something that every Delaware County resident over 55 we are here to serve them. I brought materials that explain are services, care

giver information and resources available to you. Call this number 740-363-6677 to get in contact with us at Sourcepoint.

Karen said she is a licensed social worker and she said this is all about helping people stay in their own home. There is no obligation for any of these services, we are here to support individuals age 55 and older staying at home and maybe not ready yet to move to an apartment, a condo or assisted living. They want to stay in their home and just have these few little needs. With our services people don't realize we are even here to help them.

Communications

Mayor Monahan gave the following report:

As a follow, up to a question asked at our April 24th Council meeting about the unlit street lights on the bridge I sent an email to Dr. Rick Westerfield.

From: Pat Monahan [mailto:pmonahan@columbus.rr.com]

Sent: Tuesday, April 25, 2017 12:26 PM

To: Westerfield, Richard C (Rick)

Subject: Hi Rick

I had a question came up at our Council meeting last evening. Will all the lights on the bridge be fixed when it is resurfaced? There are a number of them out.

Thanks Rick let me know if you come up this way!

From: Westerfield, Richard C (Rick) [mailto:RCWesterfield@Columbus.gov]

Sent: Friday, April 28, 2017 11:15 AM

To: Pat Monahan <pmonahan@columbus.rr.com>

Cc: Austin, Patti A. <PAAustin@columbus.gov>; Pettenski, Danella D.

<DDPettenski@columbus.gov>; Opferman, David J. <DJOpferman@columbus.gov>; Siegfried,

Miriam C. <MCSiegfried@Columbus.gov>; Steele, Matt K. <MKSteele@Columbus.gov>

Subject: RE: Hi Rick

Regarding ornamental light poles on the bridge, our intent is to repair the lights and coordinate with the contractor for the bridge repairs. There may be situations where the lights cannot be repaired at that time due to the condition of wiring, etc., but our intent is to repair those lights. Regarding lights on the gatehouse, those will be repaired in a future capital improvement project dealing with gatehouse repairs in the 2019-time frame. Regarding lights on the upstream side of the dam, we are also investigating whether those can be repaired during the bridge repair project.

Pat

On Apr 21, 2017, at 8:30 AM, Pat Monahan <pmonahan@columbus.rr.com> wrote:

Hi Dusty hope all is going well! How has the barn worked out as the training facility?

In the past, we discussed the idea of a community garden and potentially someone who could provide some horticultural training to get people involved in gardening. We have a group in the Village who are interested in and have been working on a Community Garden planning.

Unfortunately, the only strip of land the Village owns that could accommodate the gardens is in the middle of the neighborhood and causing understandable concerns.

Would the OWC have a section of land where our residents could have a Community garden that they could maintain? Please let me know if we can discuss this and we will come up with the leader of this effort. I believe this would be an opportunity to potentially get new people involved and wouldn't be any work for the OWC.

Thanks, Dusty please let me know and I look forward to talking with you. Have a great and safe weekend!

Pat

From: Dusty Lombardi [mailto:dlombardi@ohiowildlifecenter.org]

Sent: Thursday, April 27, 2017 7:54 AM

To: Pat Monahan <pmonahan@columbus.rr.com>

Cc: Steve DeBolt <steve.debolt@shawneehillsoh.org>

Subject: Re: hello stranger

Pat, I met with the team here and we are doing our best to try to make this work, but I don't see how it will. Our property is dedicated to our animals. We lock up at 5 pm unless we have staff that have to stay to take care of injured animals. Part of our property is completely off limits according to our state permits and we don't have that area fenced off. We cannot have people on our property without having staff present.

This would be a hardship for us with the garden. The only place that is sunny enough is close to the pre-release facility and we can't have anyone on that property.

I would like to meet to talk about how else we may partner.

I'm really sorry but this won't work for us

Sincerely

Dusty

I sent an email to Sheila Huddleston Director at The Delaware Health District concerning properties in Concord township that are upstream from some of the properties at the North East end of the village.

From: Shelia Hiddleson [mailto:shiddleson@delawarehealth.org]

Sent: Monday, May 1, 2017 3:41 PM

To: Pat Monahan <pmonahan@columbus.rr.com>

Cc: Doug Sams <dsams@delawarehealth.org>

Subject: Fwd: Any update on the 2 properties

Mayor,

Here is the update on the Fields property. What was the address of the other one?

----- Forwarded message -----

From: Douglas Sams <dsams@delawarehealth.org>

Date: Mon, May 1, 2017 at 3:34 PM

Subject: Re: Any update on the 2 properties

To: Shelia Hiddleson <shiddleson@delawarehealth.org>

Shelia,

I was out to Chester Fields property on W. Mohican the week before last. Sorry, I forgot to give you a response on my findings. There were no cars leaking fluids of any kind that I observed. I did notice some tires off rims and other containers that had water in them, some with mosquito larvae. I discussed the need to empty the containers with water and the need to get rid of the old tires. During the discussion Mr. Fields agreed to drain the water (some of which he did while I was there) and start getting the tires together for disposal. He stated he would get them dried out and covered until he can afford to get rid of them. He stated he lives on \$700 a month. We further discussed the need to get rid of other items like the old bicycles, firewood, etc. He seems to understand that it does not look good and seems to be willing to try. I told him I would stop back about once a week to see what he is getting done. I have not written orders, as he has in the past always complied with what I have asked. If he is not making any progress when I go this week, I will write orders to remove the tires and drain the water. But, there is really not a public health threat present if these 2 things are taken care of.

As for a second property on W. Mohican... you only gave me this one. I would be glad to go look at the second one if I knew which one.

Dedicated to Your Health,

Douglas B. Sams R.S.

Delaware General Health District
Program Manager, Emergency Response and Solid Waste Management
1-3 W. Winter St.
Delaware OH 43015
740-203-2064

From: Pat Monahan [mailto:pmonahan@columbus.rr.com]

Sent: Monday, May 1, 2017 4:22 PM

To: 'Shelia Hiddleston' <shiddleston@delawarehealth.org>

Subject: RE: Any update on the 2 properties

Sheila this is a sad statement and unfair and disrespectful to all the surrounding properties!

I have not written orders, as he has in the past always complied with what I have asked.

The other property is immediately east of the junkyard!

Pat

Mayor's Report

Mayor Monahan gave the following report:

APRIL 2017 MAYOR'S COURT REPORT

RECEIPTS

\$4,039.00 Total receipts

Disbursements

\$ 755.50 Treasurer, State of Ohio

\$25.50 HB 562 IDAT Fund

\$3,038.00 General Fund

\$220.00 Computer Fund

Erik Spaulding
Mayor's Court Clerk

I want to thank Will Bartram (son of our long-term Police Sgt. Bill Bartram). Will led his Eagle Scout project with Boy Scout Troop 332 from Worthington, Dublin and Powell this past Saturday. They cleaned, plant and enhance adding a fire pit and decorative fencing at our Memorial Park. They worked with their Troop leadership, Mark and Richard and did a great job! The park over the years has continued to come together.

- It starting with the building of the Veterans Memorial in 2006,
- renovation of the Police building in 2013 and ongoing,
- Obtaining and building the ADA sidewalk around the park in 2013
- The Park Project plan being developed by Terri Herzog in 2013 along with the donation of the Norway Spruce donated by Bill and Terri Herzog that we utilize as the Village Holiday tree.
- the installation of the new playground equipment in 2014,
- The addition of benches and trees in 2014
- The installation of the streetlights in the park in 2015
- The Eagle Scout project building the Village bulletin board in 2015.
- The construction of the wooden fence in 2015
- The building and dedication of the Pavilion in 2016.
- The bathroom will be in by summer.

Great job folks! It shows what people can do working together.

The weather fought us for Dumpster Day but we did still remove a considerable number of items and trash from the village

Chipper Day also appeared to be a good success.

As of now the Planning and Zoning board will meet with Brian on Tuesday the 23rd at 6:30 to begin looking at our sign code which is no small task.

I do want to thank the businesses to help clear up the excessive signs that had been growing in the Village and I would appreciate the Chamber's help in continuing this effort.

Committee Reports

Council member McVan said UST met before this. Steve touched on almost everything we talked about. Most of it had to do with the paving, the drainage issue on Buckeye and then the electric aggregate that we have to make a decision on by the end of this month. He said they also touched on the ROW fees and there will be further discussion on that.

Council member Vidor said that Safety met on the 24th. We discussed creating a safe and sound program for senior citizens. We talked about the Memorial Tournament schedule for the police department. We discussed a police community advisory panel and started the process to create that and we also discussed park rules signage.

Legislative Actions

Third Reading- Ordinance 07-2017- An Ordinance to grant variances to the provisions of the Shawnee Hills Code Section 509.09 to allow applicant Shawnee Hills Chamber of Commerce to deviate from time and volume standards for the Music in the Village events this summer as amended. It was moved by Vidor, seconded by Mathews to adopt Ordinance 07-2017. Following vote on the motion is recorded: yea, 4; Gil, Mathews, McVan and Vidor. Nay, none. Chair declared Ordinance 07-2017 adopted by a 4-0 vote.

First Reading- Ordinance 10-2017- An Ordinance to reappropriate funds for current expenses and other expenditures of the Village of Shawnee hills, State of Ohio, during the fiscal year ending December 31, 2017.

Bills

It was moved by McVan, seconded by Vidor to approve the bills in the amount of \$86,731.39. Following vote on the motion is recorded: yea, 4; Gil, Mathews, McVan and Vidor. Nay, none. Chair declared the motion passed by a 4-0 vote.

Treasurer's Report

It was moved by Mathews, seconded by Gil to approve the following treasurer's report:

General	305,603.73	Fire	100,824.27
Street	155,843.81	Weed	8,097.66
State Highway	14,828.71	TIF	6,019.12
Parks and Recreation	2,888.87	TIF 2	15,349.34
PD Body Armor	875.68	Veteran's Mem.	98.97
Cont. Prof. Training	4,110.02	Sewer Oper.	46,955.33
Drug Law Enf.	249.56	Sewer Repl.	181,000.00
Indigent Drivers	385.84	Storm Sewer	1,711.11
Enfct. and Education	1,160.85	Debt Service	157,113.89
Court Computer	3,810.63		

For a total of \$1,006,927.39

Following vote on the motion is recorded: yea, 4; Gil. Mathews, McVan and Vidor. Nay, none. Chair declared the motion passed by a 4-0 vote.

Adjournment

There being no further business, it was moved by McVan, seconded by Vidor to adjourn until May 22, 2017. Following vote on the motion is recorded: yea, 4; Gil, Mathews, McVan and Vidor. Nay, none. Chair declared the meeting adjourned at 7:37 p.m.

Fiscal Officer

Mayor

MASTER AGREEMENT

TO PROVIDE ELECTRIC GENERATION SUPPLY AND RELATED SERVICES

BY AND BETWEEN

**VILLAGE OF SHAWNEE HILLS
DELAWARE COUNTY, OHIO**

AND

**DYNEGY ENERGY SERVICES (EAST), LLC
D/B/A DYNEGY ENERGY SERVICES, LLC**

THIS AGREEMENT (“Agreement”) is made this ___ day of _____, 2017, by and between **Village of Shawnee Hills** (“Village”) and **Dynegy Energy Services (East), LLC d/b/a Dynegy Energy Services, LLC**, (“DESE”) acting by and through properly authorized officials (hereinafter the “Village” and DESE may from time to time be referred to as a “Party” and together, as the “Parties”).

WHEREAS

1. On May 4, 2010, the Village approved a resolution to establish an “opt-out” electric aggregation program (the “Electric Aggregation Program” or the “Program”) pursuant to Ohio Revised Code (“ORC”) Section 4928.20, for the residents, businesses, and other electric consumers eligible to participate in the aggregation program (the “Buying Group”), and for that purpose, to take greater control over the electric purchasing decisions for the Village and its qualifying residents, with the desire to take advantage of the collective purchasing power of the Village for the benefit of the Buying Group.
2. On September 1, 2016, the Village was certified as a governmental aggregator under (Certificate #10-260E(4)).
3. On August 30, 2010, the Village was previously certified as a governmental aggregator under (Certificate #10-260E(1)).
4. The Village desires to select and use DESE, during the term of this Agreement, as the exclusive provider of retail electric supply to the members of the Electric Aggregation Program at the pricing mutually agreed to by DESE and the Village pursuant to the terms set forth in Section 2 of this Agreement.
5. The “Buying Group” shall consist of all retail electric loads, except mercantile customers, that are located within the Village and for which there is a choice of supplier of that

service, and who are otherwise eligible to participate in the governmental aggregation program.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, and terms to be kept and performed and the aforementioned recitals, which are incorporated herein by reference, the Parties agree as follows:

SECTION 1 GENERAL PROVISIONS

1.1 Electric Governmental Aggregation Program

Village shall take all actions necessary to maintain its certification as a governmental aggregator with the Public Utilities Commission of Ohio (“PUCO”) at all times through the term of this Agreement and any extension(s) hereof. Village shall not assume the credit risk for any nonpayment on behalf of any Customer (as defined below) in its Electric Aggregation Program.

1.2 DESE

DESE is duly certified by the PUCO as a competitive retail electric service provider and, as such, is authorized to provide such services to serve the Village’s residential and small commercial customers who do not opt out of the Program.

DESE shall act as an independent contractor to the Village, and shall not be deemed an employee or representative of the Village.

1.3 Customers

The end users in the Village’s Electric Aggregation Program will be the residential and small commercial customers within the Village’s political boundaries that do not opt out of the Program (“Customers”) and who are otherwise eligible to participate. On behalf of the Customers, the Village reserves the right to approve the supplier’s terms and conditions for the supplier’s contracts with the Customers.

1.4 Utility

For the purposes of this Agreement, First Energy (“Utility”) shall be the electric distribution utility and will provide electric distribution services for all electricity supplied under this Agreement.

SECTION 2 SCOPE OF WORK

The Village shall use DESE as the exclusive provider of retail electric supply to the members of the Electric Aggregation Program at the pricing mutually agreed to by DESE and the Village pursuant to the terms set forth below. The Parties hereby agree to undertake, perform and complete the services and/or actions described below:

2.1 DESE and the Village hereby agree that the rate Customers will pay for electric generation service provided by DESE under the Electric Aggregation Program shall be as set forth in Attachment A hereto (“Billing Rates”).

2.2 DESE will be responsible for the costs of obtaining the eligible customer list from the Utility and/or from any other resource it deems useful in creation of an accurate list. The Village will share its resources to help mitigate the cost of assembling and verifying this list and will request the eligible customer list from the Utility. It will be the joint responsibility of the Village and DESE to approve the list to be used. DESE shall perform, and the Village will assist, to the best of their abilities, in the necessary list cleansing to ensure that only those Customers who are eligible to participate are included on the list. DESE and the Village acknowledge that the list acquired from the Utility is represented by the Utility to be a list properly cleansed to include only those Customers that are eligible for the Government Aggregation, as detailed in ORC Section 4928.20. To the extent the Utility fails to provide such a list, the Parties hereto expressly waive any claim against each other resulting from such failure by the Utility.

2.3 Upon notification and request to DESE by a Customer who was eligible at the time of the initial opt-out notification and who remains eligible, DESE shall enroll any such Customer wishing to join the Program. If an ineligible customer receives an opt-out notice and is enrolled in the Program, upon knowledge of or notice to DESE, DESE shall take immediate steps to return that customer to their local utility’s standard service. DESE will also be responsible for reimbursing any switching fee and negative differential charges resulting from the improper switch, if notified by a customer with a legitimate grievance.

2.4 DESE shall print and mail opt-out notice packets to Customers that appear on the cleansed list. The packet shall contain an opt-out notice scripted by the Village, a terms and conditions page outlining Customer contract provisions scripted by DESE and approved by the Village, and may also include other information as agreed upon by the Village and DESE. DESE shall bear the costs associated with preparing, printing, and mailing the opt-out notice packets.

2.5 DESE shall receive and organize the opt-out responses and prepare a final listing of those Customers to be enrolled in the program. DESE will also handle the information sharing/verification process with (“Utility”) for the transfer of accounts.

2.6 DESE will utilize its customer call center resources to handle customer calls and concerns. DESE maintains a toll-free telephone number that will be provided in all written correspondence with Customers, as well as the DESE website that can be used by Customers to get answers to frequently asked questions. DESE understands that the Village is not equipped to handle large volumes of customer calls and will be dependent on DESE for this function. The Village will remain available to answer questions regarding customer inquiries as needed by DESE.

2.7 Once timing is finalized between the Village and DESE, DESE will conduct an initial opt-out opportunity (the "Initial Opt-out"). Thereafter, no new Customer will be enrolled in the aggregation until a subsequent offering, at the Village's discretion ("Interim Opt-outs") is conducted. DESE will provide the services set forth in Sections 2.2 through this 2.7 with respect to an Interim Opt-out, as it did for the Initial Opt-out. The purpose of the Interim Opt-outs is to provide an opportunity for newly-eligible Customers (by way of example only and not by way of limitation, a resident new to the Village since the time of the list compilation for the Initial Opt-out) to take advantage of the Program. All Interim Opt-outs will be conducted in the same manner as the initial opt-out, except that any price notifications may be provided in an expedited fashion, as long as a full opt-out notice has been provided within the term of this Agreement.

2.8 Notwithstanding anything to the contrary herein, DESE agrees that, upon notification by any former Customer of the Buying Group and once provided with appropriate documentation, DESE shall re-enroll any Customer who is in the Program and who moves to a new location within the Village and within the Utility's service territory. This can be accomplished as an opt-in enrollment. Appropriate documentation shall include a signed agreement, telephone verification of enrollment, or internet enrollment into the Program. The price, terms, and conditions, once re-enrolled, shall continue for the remainder of the Customer's initial term at the Customer's prior address, although in no event shall the term exceed the term of this Agreement. In addition, DESE shall permit any new resident of the Village, who is within the Utility's service territory and who moves into any facility existing at the time of execution of this Agreement, to opt into the Program at the then current terms and conditions for the Program, for the remaining term of the Program as specified in this Agreement. Residents of newly constructed facilities, if eligible, will be permitted to enroll in the Program during Interim Opt-out notifications and may, in DESE's sole discretion, be permitted to enroll in the Program as opt-in Customers, from time to time.

2.9 If the Utility charges a switching fee for all Customers choosing a new supplier under the Choice Program, DESE agrees to pay this fee.

2.10 DESE's arrangements regarding electric supply shall comply with the Choice Program. DESE will supply and manage deliveries to meet 100% of the Buying Group's electric supply requirements. Pricing shall not include Utility charges, fees, or expenses, other than as set forth in Section 2.9 hereof.

2.11 If the PUCO requires information or documents regarding the Aggregation, DESE agrees to assist in compiling such information in the possession and control of DESE.

SECTION 3 TIME OF PERFORMANCE AND TERM OF CONTRACT

3.1 This Agreement and DESE's obligations under this Agreement shall commence on the **July 2018 meter read date** (the "Effective Date") and shall terminate on the later of the **May 2021 meter read date** or the date of commencement of another agreement related to aggregation Administrative Services by and between the Village and another such administrator, unless the Agreement is extended for an additional term(s) by mutual written agreement of the Village and DESE.

3.2 The Village shall have the right to begin negotiations with DESE and other electric suppliers during the term of this Agreement in order to ensure a seamless transition and continuation of the Program. If the Village chooses a different supplier upon the termination of this Agreement, DESE shall reasonably cooperate with the Village and the new supplier in a timely manner in order to ensure a seamless transition to the new supplier. This would include providing a list of Customers who, according to DESE's records, are participating in the Program at the time such request is made.

SECTION 4 DELIVERIES

4.1 On and after the Effective Date and throughout the term of this Agreement, DESE shall provide firm, full requirements electric supply to the Utility's distribution system in accordance with the Utility's delivery guidelines.

SECTION 5 BILLING AND PAYMENT

5.1 DESE shall delegate the billing obligations to the utility, such that Customers will receive an invoice for the Utility's charges and DESE's charges on the same monthly bill. Payment will be due according to the Utility's billing schedule. Customer will make payment to the Utility. If Customer fails to make any payments under this Agreement or fails to meet any agreed-upon payment arrangements, DESE may terminate this agreement by giving Customer written notice of at least fourteen (14) calendar days. Customer's failure to pay the Utility's charges may result in the account(s) being disconnected in accordance with the Utility's tariff. If an account is switched back to the Utility for service, it may not be served under the same rates, terms and conditions that apply to other customers served by the Utility.

SECTION 6 NON-PERFORMANCE/TERMINATION

6.1 If DESE fails to meet its obligations to deliver electric supply under this Agreement and its failure is not excused by any provision under this Agreement, then DESE shall reimburse the Customers for any difference between DESE's price and the price that the Customers pay for any

replacement electric supplies, as necessary to meet the Customers' needs due to DESE's failure to perform.

6.2 If, based upon a material change in the creditworthiness of DESE, the Village has reasonable grounds for insecurity regarding DESE's performance of any material obligation under this Agreement, the Village may demand "Adequate Assurance of Performance," which, in the aggregate, may not exceed \$100,000. "Adequate Assurance of Performance" shall mean sufficient security, in the form, amount, and term reasonably acceptable to the Village, including, but not limited to, a standby letter of credit or a guaranty.

If DESE fails to provide Adequate Assurance of Performance as described above, within five (5) business days of written demand from the Village, then the Village shall have the right, after written notice, to terminate this Agreement and have DESE transfer all aggregation Customers back to the Utility with the corresponding end-of-service notification.

6.3 A Party may terminate this Agreement prior to its natural expiration for: (i) a material breach of any of the terms contained herein by the other Party hereto which has not been cured within fifteen (15) days after written notice by the non-defaulting Party or such other cure period set forth in this Agreement, or (ii) in accordance with the following contingencies:

A. **Illegality.** Due to the adoption of or change in any applicable law or any interpretation of any applicable law by any judicial or governmental authority, it becomes unlawful for either Party or both Parties to perform any obligation under this Agreement or its Attachments.

B. **Adverse Government Action.** A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure event.

C. **Failure of the Village to maintain its status as a PUCO Governmental Aggregator.**

6.4 **Regulatory Out** – Changes to laws, regulations, rules, decisions, entries, findings, or orders governing the generation, transmission, or sale of electricity may be made by different entities, including state agencies and regulatory bodies such as the Public Utilities Commission of Ohio (PUCO), federal agencies and regulatory bodies such as the Federal Energy Regulatory Commission (FERC), and Regional Transmission Organizations (RTO) that operate multi-state

regional electric transmission systems such as PJM Interconnection LLC (PJM), the RTO that operates the regional electric transmission system in a multi-state region that includes Ohio. Such changes may include, without limitation, new, revised, altered, amended, or reinterpreted laws, regulations, rules, decisions, entries, findings, or orders relating to (i) the generation of electricity, (ii) the availability and reliability of electricity supply resources (including, without limitation, capacity), (iii) the reliability of the electricity grid, (iv) the transmission or delivery of electricity, and (v) the sale or marketing of wholesale and retail electricity (collectively, Regulatory Events).

DESE has no control over Regulatory Events. If any Regulatory Event makes this Agreement uneconomic or unprofitable for DESE, Village agrees that DESE may in its sole discretion propose new contract terms to Village, including, without limitation, an increased price for the electricity delivered by DESE under this Agreement. If DESE proposes new contract terms in accordance with this clause, DESE will provide written notice to the Village that identifies (1) the Regulatory Event(s) at issue, (2) the new contract terms proposed by DESE, and (3) when the new contract terms will take effect following Village's acceptance. Village will have thirty (30) days from the date of the written notice to affirmatively accept or reject the new contract terms. If Village does not affirmatively accept the new contract terms within thirty (30) days of the written notice, this Agreement will terminate without penalty on the next available meter read date after the expiration of the thirty-day notice period and processing by the electric utility and DESE, after which Village will return to Village's electric utility or another Competitive Retail Electric Service (CRES) provider of Village's choosing for electricity.

SECTION 7 FORCE MAJEURE

7.1 Force Majeure shall include, but not be limited to the following: (i) physical events such as Acts of God, landslides, lightning, earthquakes, fires, storms (including hurricanes), or storm warnings, which result in evacuation of the affected area, floods, washouts, explosions, breakage, accident, or necessity of repairs to machinery or equipment or transmission or distribution lines; (ii) weather-related events affecting an entire geographic region, such as low temperatures that cause failure of transmission or distribution lines; (iii) interruption and/or curtailment of primary transmission or distribution lines where such interruption directly affects electric supply deliveries under this Agreement; and (iv) acts of others such as strikes, lockouts, or other industrial disturbances, riots, sabotage, insurrections, terrorist acts, or wars. DESE and the Village shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

7.2 Neither Party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible transmission or distribution lines; (ii) the Party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, DESE's ability to sell electric

supply at a higher or more advantageous price than the price under this Agreement or the Village's ability to purchase electric supply at a lower or more advantageous price than the price under this Agreement; or (iv) the loss or failure of DESE's electric supply or depletion of supply, except, in either case, as provided in Section 7.1.

The Party whose performance is prevented by Force Majeure must provide notice to the other Party. Initial notice may be given orally; however, written notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. The claiming Party shall exercise due diligence to remove the inability to perform as soon as reasonably possible, if possible. Upon providing written notice of Force Majeure to the other Party, the affected Party will be relieved of its obligation, other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure event, to make or accept delivery of electric supply, as applicable, to the extent and for the duration of Force Majeure, and neither Party shall be deemed to have failed in such obligations to the other during such occurrence or event.

SECTION 8 APPLICABLE LAW

This Agreement and all provisions herein will be governed by and interpreted under Ohio laws. Any and all litigation between DESE and the Village related to this Agreement shall be brought in either a state or federal court located within the State of Ohio.

SECTION 9 MISCELLANEOUS

9.1 If any provision in this Agreement is determined to be invalid, void, or unenforceable by any court or agency having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement.

9.2 No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

9.3 This Agreement sets forth all understandings between the Parties respecting each transaction subject hereto, and any prior contracts, understandings, and representations, whether oral or written, relating to such transactions are merged into and superseded by this Agreement. This Agreement may be amended only in writing, executed by both Parties.

9.4 The Parties shall treat as confidential all terms and conditions of this Agreement, including information and documentation exchanged by the Parties during the negotiations of this Agreement. Neither Party will disclose terms and conditions of this Agreement to any other party, except as required by law. Notwithstanding the foregoing, the Parties shall be allowed to acknowledge that an Agreement for electricity does exist between the Parties.

9.5 The Village and DESE each represents and warrants that it has full and complete authority to enter into and perform this Agreement. Each person who executes this Agreement

on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such Party will be bound thereby.

9.6 Neither Party may assign or transfer rights and obligations under this Agreement without the written consent of the other Party. Such consent may not be unreasonably withheld. Notwithstanding the foregoing, the DESE may assign this Agreement to an affiliate in connection with the sale of all or substantially all of the DESE's assets without the consent of Village. If this occurs, the DESE shall provide the Village with five (5) business days' written notice.

9.7 Any notices, requests or demands regarding the services provided under this Agreement shall be sent to the following parties:

A. VILLAGE OF SHAWNEE HILLS
(DELAWARE COUNTY), OHIO

Ph:
Email:

B. DESE

Linda L. Ponikwia
Dynergy Energy Services (East), LLC
312 Walnut Street, Suite 1500
Cincinnati, Ohio 45202
Ph: 513-762-8219
Email: Linda.L.Ponikwia@dynergy.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first mentioned above.

**VILLAGE OF SHAWNEE HILLS
(DELAWARE COUNTY), OHIO:**

DESE:

Dynegy Energy Services (East), LLC.

By: _____

By: _____

Name: _____

Name: Linda L. Ponikwia

Title: _____

Title: Manager, Mass Market

ATTACHMENT A

BILLING RATES

DESE will provide retail electric generation service during the term of this Agreement at the following Billing Rate and Term:

Village of Shawnee Hills Initial box below to Elect Term and Price		
	Retail Power Price	Delivery Term: 34 months
	\$0.05130/kwh	July 2018 meter read date through May 2021 meter read date

Bills for May 22, 2017

Time Warner Cable	70.96	cable
Boy-Rad Inc	90.90	oil changes, wheel balance
Zettler Hardware	41.14	misc
Matthew Bender & Co	151.33	crim. Law handbook
Natchex Shooters Supply	868.85	training ammo
Delaware Soil & Water	615.00	annual contract
Grainger	22.35	PD supplies
Russell Baron	465.87	vacation pay out
Discover Card	1,304.73	see attached
Jeremy Amick	934.14	Police Officer
Kathleen Antalocy	936.26	Police Officer
Russell Baron	1,001.68	Chief
Corey Black	185.29	Police Officer
Erin Cullen	809.35	Police Officer
Gregory Earhart	219.42	Police Officer
Richard Ey	241.47	Maintenance
Mark Katzenbach	995.62	Code Enforcement
Shirley Roskoski	1,148.20	Fiscal Officer
Erik Spaulding	467.69	Court Clerk
Mary Kennedy/child support	75.00	withholding
Ohio Child Support Payment	181.44	withholding
Ohio Deferred Comp	25.00	withholding
Steven DeBolt	780.57	Administrator
Delaware County Code Comp.	217.95	building permit/bathroom
BWC State Insurance Fund	545.35	monthly fee
KS State Bank	618.32	truck lease
Kincaid Wastewater	389.00	pump station opertor
Boy-Rad Inc.	93.23	oil change, filters
Time Warner Cable	256.70	phone/internet
Time Warner Cable	276.47	phone/internet
Del Co Water	45.34	three locations
Ohio Edison	514.57	four locations
Sprint	200.03	air cards
Isaac Wiles	2,154.50	Solicitor/Prosecutor
Boy-Rad Inc	563.84	ignition repair
PEP Service Center	20,995.00	annual insurance
KS State Bank	586.54	cruiser lease
Lexipol	3,259.00	annual subscription
Galls	263.80	various PD items
BP Oil	992.21	truck 110.63, PD 881.58
Faulkner Security	179.55	quarterly alarm fees
Columbia Gas	26.73	pump station
Columbia Gas	37.91	PD supplies
Columbia Gas	53.00	municipal
AT&T	41.21	pump station
Total	43,942.51	

Discover

SMG Parking- Auditor of State conference	20
Bucci's Pizza- PD promo	55.96
PC Cables- PD computer cables	90.87
Walgreens- batteries	24.06
MCM electronics-speaker receiver and wire	226.14
Home Depot- cables, clips, etc	89.13
Fast Signs- chipper day	104.85
Straders - preen, mulch	239.99
Site one- lawn chemicals, pond colorant	446.02
USPS- certified mail	7.71

Fund Status

As Of 5/18/2017

Fund Number	Fund Name	% of Total Pooled	Fund Balance	Investments (Non-Pooled)	Checking & Pooled Investments (Pooled)
1000	General	29.352%	\$295,636.85	\$0.00	\$295,636.85
2011	Street Construction, Maint. and Repair	15.584%	\$156,961.51	\$0.00	\$156,961.51
2021	State Highway	1.483%	\$14,937.96	\$0.00	\$14,937.96
2041	Parks and Recreation	0.287%	\$2,888.87	\$0.00	\$2,888.87
2061	PD Body Armor	0.087%	\$875.68	\$0.00	\$875.68
2062	Continuing Professional Training	0.408%	\$4,110.02	\$0.00	\$4,110.02
2081	Drug Law Enforcement	0.025%	\$249.56	\$0.00	\$249.56
2082	Indigent Driver's Interlock & Monitoring	0.038%	\$385.84	\$0.00	\$385.84
2271	Enforcement and Education	0.115%	\$1,160.85	\$0.00	\$1,160.85
2901	Mayor's Court Computer	0.400%	\$4,030.63	\$0.00	\$4,030.63
2902	Fire Levy	10.010%	\$100,824.27	\$0.00	\$100,824.27
2903	Weed	0.736%	\$7,411.65	\$0.00	\$7,411.65
2904	TIF	0.576%	\$5,801.17	\$0.00	\$5,801.17
2905	TIF 2	1.524%	\$15,349.34	\$0.00	\$15,349.34
2907	Veteran's Memorial	0.010%	\$98.97	\$0.00	\$98.97
5201	Sewer Operating	5.115%	\$51,521.44	\$0.00	\$51,521.44
5202	Sewer Replacement	17.971%	\$181,000.00	\$0.00	\$181,000.00
5601	Storm Sewer System	0.250%	\$2,513.88	\$0.00	\$2,513.88
5721	Enterprise Debt Service	16.029%	\$161,441.09	\$0.00	\$161,441.09
9901	Mayor's Court	0.000%	\$0.00	\$0.00	\$0.00
All Funds Total			\$1,007,199.58	\$0.00	\$1,007,199.58
Pooled Investments					\$0.00
Secondary Checking Accounts					\$1,181.92
Available Primary Checking Balance					\$1,006,017.66

Cash Activity
5/8/2017 to 5/31/2017

Post Date	Transaction Date	Number	Type	Source/Vendor/Payee	Increase Revenue	Decrease Expenditure	Primary Checking Balance
05/01/2017				Beginning Balance	\$0.00	\$0.00	\$1,010,552.37
05/08/2017	05/08/2017	16231	AW	Zettler Hardware	0.00	41.14	1,010,511.23
05/08/2017	05/08/2017	16232	AW	Time Warner Cable	0.00	70.96	1,010,440.27
05/08/2017	05/08/2017	16233	AW	Boy-Rad Inc	0.00	90.90	1,010,349.37
05/09/2017	05/09/2017	16234	AW	Mathew Bender & Co., Inc	0.00	151.33	1,010,198.04
05/09/2017	05/09/2017	16235	AW	Grainger	0.00	22.35	1,010,175.69
05/09/2017	05/09/2017	16236	AW	Delaware Soil & Water Conservation Dist.	0.00	615.00	1,009,560.69
05/09/2017	05/09/2017	16237	AW	Natchez Shooters Supply	0.00	868.85	1,008,691.84
05/09/2017	05/09/2017	198-2017	CH	Discover Business Card	0.00	1,304.73	1,007,387.11
05/10/2017	05/10/2017	139-2017R	STD	sewer payments	2,579.86	0.00	1,009,966.97
05/11/2017	05/09/2017	199-2017	EP	Russell C Baron	0.00	465.87	1,009,501.10
05/11/2017	05/11/2017	140-2017R	STD	State of Ohio	33.09	0.00	1,009,534.19
05/11/2017	05/11/2017	141-2017R	STD	State of Ohio	701.25	0.00	1,010,235.44
05/11/2017	05/11/2017	142-2017R	STD	Austin Rohleder	25.00	0.00	1,010,260.44
05/15/2017	05/15/2017	143-2017R	STD	sewer payments	4,445.75	0.00	1,014,706.19
05/15/2017	05/15/2017	144-2017R	STD	sewer payments	1,987.79	0.00	1,016,693.98
05/15/2017	05/15/2017	145-2017R	STD	Regional Income Tax Agency	21,258.03	0.00	1,037,952.01
05/15/2017	05/15/2017	212-2017	CH	RITA	0.00	637.74	1,037,314.27
05/16/2017	05/16/2017	213-2017	CH	BWC State Insurance Fund	0.00	545.35	1,036,768.92
05/16/2017	05/16/2017	16244	AW	KS State Bank	0.00	618.32	1,036,150.60
05/16/2017	05/16/2017	16245	AW	Kincaid Wastewater Services	0.00	389.00	1,035,761.60
05/16/2017	05/16/2017	16246	AW	Boy-Rad Inc	0.00	93.23	1,035,668.37
05/16/2017	05/16/2017	16247	AW	Time Warner Cable	0.00	256.70	1,035,411.67
05/16/2017	05/16/2017	16248	AW	Del Co Water Co., Inc	0.00	45.34	1,035,366.33
05/16/2017	05/16/2017	16249	AW	Ohio Edison	0.00	514.57	1,034,851.76
05/16/2017	05/16/2017	16250	AW	Isaac Wiles	0.00	2,154.50	1,032,697.26
05/16/2017	05/16/2017	16251	AW	Sprint	0.00	200.03	1,032,497.23
05/16/2017	05/16/2017	16252	AW	Time Warner Cable	0.00	276.47	1,032,220.76
05/16/2017	05/16/2017	16253	AW	Boy-Rad Inc	0.00	563.84	1,031,656.92
05/16/2017	05/16/2017	16254	AW	PEP SERVICE CENTER	0.00	20,995.00	1,010,661.92
05/16/2017	05/16/2017	146-2017R	STD	Don Price	44.14	0.00	1,010,706.06
05/16/2017	05/16/2017	214-2017	CH	KS State Bank	0.00	586.54	1,010,119.52
05/17/2017	05/15/2017	201-2017	EP	Jeremy W Amick	0.00	934.14	1,009,185.38
05/17/2017	05/15/2017	16238	PR	Kathleen R Antalocy	0.00	936.26	1,008,249.12
05/17/2017	05/15/2017	202-2017	EP	Russell C Baron	0.00	1,001.68	1,007,247.44
05/17/2017	05/15/2017	203-2017	EP	Corey W Black	0.00	185.29	1,007,062.15
05/17/2017	05/15/2017	204-2017	EP	Erin A Cullen	0.00	809.35	1,006,252.80
05/17/2017	05/15/2017	16239	PR	Steven A DeBolt	0.00	780.57	1,005,472.23
05/17/2017	05/15/2017	16240	PR	Gregory T Earhart	0.00	219.42	1,005,252.81
05/17/2017	05/15/2017	16241	PR	Richard T Ey	0.00	241.47	1,005,011.34
05/17/2017	05/15/2017	205-2017	EP	Mark S Katzenbach	0.00	995.62	1,004,015.72
05/17/2017	05/15/2017	206-2017	EP	Shirley A Roskoski	0.00	1,148.20	1,002,867.52
05/17/2017	05/15/2017	207-2017	EP	Erik F Spaulding	0.00	467.69	1,002,399.83
05/17/2017	05/15/2017	204-2017	EP	Erin A Cullen	0.00	-809.35	1,003,209.18
05/17/2017	05/15/2017	209-2017	EP	Erin A Cullen	0.00	809.35	1,002,399.83
05/17/2017	05/15/2017	16242	WH	Mary Kennedy	0.00	75.00	1,002,324.83
05/17/2017	05/15/2017	16243	WH	Ohio Child Support Payment Central	0.00	181.44	1,002,143.39
05/17/2017	05/15/2017	211-2017	EW	Ohio Deferred Compensation	0.00	25.00	1,002,118.39
05/17/2017	05/17/2017	147-2017R	STD	State of Ohio	851.96	0.00	1,002,970.35
05/17/2017	05/17/2017	148-2017R	STD	Delaware County	1,690.90	0.00	1,004,661.25
05/17/2017	05/17/2017	149-2017R	STD	Delaware County	604.62	0.00	1,005,265.87
05/17/2017	05/17/2017	16255	AW	Lexipol, LLC	0.00	3,259.00	1,002,006.87
05/17/2017	05/17/2017	16256	AW	Galls, LLC	0.00	263.80	1,001,743.07
05/17/2017	05/17/2017	16257	AW	BP Oil Co.	0.00	992.21	1,000,750.86
05/17/2017	05/17/2017	150-2017R	STD	State of Ohio	5,205.20	0.00	1,005,956.06
05/18/2017	05/18/2017	151-2017R	STD	Michael Harris	400.00	0.00	1,006,356.06
05/18/2017	05/18/2017	16258	AW	Faulkner Security Services	0.00	179.55	1,006,176.51
05/18/2017	05/18/2017	215-2017	CH	Columbia Gas of Ohio	0.00	26.73	1,006,149.78
05/18/2017	05/18/2017	216-2017	CH	Columbia Gas of Ohio	0.00	37.91	1,006,111.87

Cash Activity
5/8/2017 to 5/31/2017

<u>Post Date</u>	<u>Transaction Date</u>	<u>Number</u>	<u>Type</u>	<u>Source/Vendor/Payee</u>	<u>Increase Revenue</u>	<u>Decrease Expenditure</u>	<u>Primary Checking Balance</u>
05/18/2017	05/18/2017	217-2017	CH	Columbia Gas of Ohio	0.00	53.00	1,006,058.87
05/18/2017	05/18/2017	218-2017	CH	AT&T	0.00	41.21	1,006,017.66
May Total:					<u>39,827.59</u>	<u>44,362.30</u>	
Report Total:					<u>\$39,827.59</u>	<u>\$44,362.30</u>	

Type: STD - Standard Receipt, INT - Interest Receipt, MEMO - Memo Receipt, GAIN - Capital Gain, AW - Accounting Warrant, AM - Accounting Manual Warrant, CH - Electronic Payment Advice, IW - Investment Warrant, IM - Investment Manual Warrant, RW - Reduction of Receipt Warrant, IL - Investment Loss, PR - Payroll Warrant, PM - Payroll Manual Warrant, EP - Payroll EFT, EW - Withholding Voucher, WS - Payroll Special Warrant, SV - Payroll Special Voucher, WH - Withholding Warrant, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment, POS REAL - Positive Reallocation, NEG REAL - Negative Reallocation