

IN THE MATTER OF APPROVING THE MASTER AGREEMENT TO PROVIDE SERVICES TO AN AGGREGATED GROUP BETWEEN THE BOARD OF COUNTY COMMISSIONERS, AUGLAIZE COUNTY, OHIO AND FIRSTENERGY SOLUTIONS, CORP; AND AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE SAID AGREEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of March, 2012.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the County desire to enter into this Agreement with FirstEnergy Solutions, Corp to provide energy and energy-related services to Eligible Customers through the Aggregation Program; and,

WHEREAS, the term of this Agreement shall be from April, 2012 through March, 2014; and,

WHEREAS, the master agreement to provide services to an aggregated group will become part of this resolution.

THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the Master Agreement to provide services to an aggregated group between the Board of County Commissioners, Auglaize County, Ohio and FirstEnergy Solutions, Corp; and,

BE IT FURTHER RESOLVED that the President of the Board is hereby authorized to execute said master agreement as presented.

Commissioner Regula seconded the Resolution and upon the roll being called. The vote resulted in the adoption of the Resolution as follows:

Adopted this
8th day of
March, 2012

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

cc: FirstEnergy Solutions
Palmer Energy – Bill Bradish

**MASTER AGREEMENT TO PROVIDE SERVICES TO AN
AGGREGATED GROUP**

BETWEEN

**THE BOARD OF COUNTY COMMISSIONERS,
AUGLAIZE COUNTY, OHIO**

AND

FIRSTENERGY SOLUTIONS, CORP.

This Master Agreement ("Agreement"), is entered into as of this 8th day of March, 2012 ("Effective Date") by and between FirstEnergy Solutions Corp. ("FES"), an Ohio corporation with its principal place of business at 341 White Pond Drive, Akron, Ohio and Board of County Commissioners, Auglaize County, Ohio ("County" or "Governmental Aggregator"), an Ohio government aggregator (each a "Party" and collectively, "Parties").

RECITALS

A. FES is certified by the Public Utilities Commission of Ohio ("PUCO") as a Competitive Retail Electric Service ("CRES") Provider to sell competitive retail electric service to customers in the State of Ohio utilizing the existing transmission and distribution systems.

B. FES (directly or through its affiliates) is an energy services provider with extensive experience in the provision of a broad range of energy related services.

C. FES sells competitive retail electric service and related services to inhabitants of municipal corporations, boards of township trustees, or boards of county commissioners acting as governmental aggregators for the provision of competitive retail electric service under authority conferred under Section 4928.20 of the Ohio Revised Code.

D. Both Parties have the corporate, governmental and/or other legal capacity(s), authority(s) and power(s) to execute and deliver this Agreement and related agreements and to perform its obligations hereunder.

E. The Governmental Aggregator is seeking and shall be certified by the PUCO as a governmental electricity aggregator pursuant to Chapter 49091: 1-24-01, et. Seq. OAC as well as obtaining its local authorization through a ballot conducted in November, 2011, FES is under no obligation to provide Full Requirements Retail Electric Supply hereunder until Governmental Aggregator has been certified by the PUCO.

F. Governmental Aggregator may arrange for the provision of competitive retail electric service to its residential and commercial inhabitants that do not opt-out of or otherwise elect not to participate in the program ("Aggregation Program"). Governmental Aggregator desires that FES supply the total electric generation needs to all participants in the Aggregation Program located within the service territory of an EDU where Governmental Aggregation is permissible.

G. By this Agreement, County and FES desire to enter into a mutually beneficial energy and services provisions relationship whereby FES shall provide Full Requirements Retail Electric Supply and related administrative services ("Administrative Services") necessary to fulfill the obligations of this Agreement.

H. FES is willing to offer to County a Powering Our Communities grant(s) in 2012, 2014, and 2016 as consideration for County's agreement to participate in the aggregation program for the term(s) of the Master Agreement as described in Attachment A and as provided in Article 3 of this Agreement.

I. County desires to enter into this Agreement with FES to provide energy and energy-related services to Eligible Customers through the Aggregation Program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1
GENERAL REQUIREMENTS

1.1 Governmental Aggregator Obligations and Authority.

1.1.1 The Governmental Aggregator: (1) shall take all necessary action to become and remain certified by the PUCO as a “governmental aggregator” following voter approval of an electric aggregation ballot question in the November 8, 2011 election, and to become so certified, and enact the appropriate legislation necessary to fulfill its role of Certified Governmental Aggregator; (2) shall establish and maintain an Aggregation Program for those residential and commercial inhabitants, within the municipal boundaries of County, that the Governmental Aggregator, together with FES, has determined will be provided the opportunity to participate in the Aggregation Program (“Eligible Customers”); (3) shall mail out the required enrollment and opt-out notices, which responsibility may be delegated by contract to FES; and (4) hereby authorize FES to contract for Full Requirements Retail Electric Supply with those Eligible Customers that do not opt-out of the Aggregation Program, rescind their switch to FES as part of their enrollment in the Aggregation Program, otherwise terminate their participation in the Aggregation Program or Full Requirements Retail Electric Supply from FES, have their participation terminated by the Governmental Aggregator, or have their Full Requirements Retail Electric Supply terminated by FES or the Electric Distribution Utility (“EDU”) (“Aggregation Program Customer” or “Participating Customer”).

1.1.2 The Governmental Aggregator shall, on a best efforts basis and in a timely manner, forward to FES all notices from the EDU concerning Participating Customers’ accounts served pursuant to this Agreement, including but not limited to verbal or written notices regarding transition costs, changes in the terms and conditions of tariffs, rates or riders, and notices concerning the operation and reliability of the EDU’s system.

1.1.3 Governmental Aggregator has the authority to designate, and has designated FES as its Full Requirements Retail Electric Supply provider for the Participating Customers for the Term of this Agreement.

1.1.4 During the Term of this Agreement, the Governmental Aggregator hereby grants FES the exclusive rights to provide Full Requirements Retail Electric Supply to the Participating Customers.

1.1.5 Customer Data and Load Forecast Information. FES and Governmental Aggregator shall cooperate to obtain the consent of Participating Customers to obtain all available Eligible Customers' data and historical load and load forecast information, related to the Participating Customer's load and consumption, from any entity in possession of such data. Additional costs for Participating Customer(s) that are interval metered shall be borne by the Participating Customer(s). All such data, historical load and load forecast information shall be provided to the Governmental Aggregator's designated Consultant at Consultant's request in an electronic format.

1.1.6 Service Inquiries and Service Notices to Customer. Participating Customers may direct inquiries regarding this Agreement, and Full Requirements Retail Electric Supply provided hereunder, and any electric generation supply or billing questions, to FES at the address and phone number provided in Section 11.1, which address and phone number shall be provided in communications with Participating Customers regarding the Aggregation Program. Participating Customers should direct inquiries concerning EDU related emergency, power outage, wire or service maintenance, metering, EDU service billing or other similar EDU related concerns to the EDU.

1.1.7 Point of Sale. Governmental Aggregator and Participating Customers acknowledge and agree that FES shall have no responsibility for damage to any property, or to any equipment or devices connected to the Participating Customers' electrical system.

1.1.8 Consultant. Governmental Aggregator designates the CCAOSC Energy Solutions as its "Consultant" as the term is used throughout this Agreement. Governmental Aggregator hereby authorizes and FES acknowledges that the Consultant has the authority to: (i) create eligibility list; (ii) opt-in Eligible Customers into the aggregation at the same pricing within the Term; (iii) opt-out Eligible Customers during any opt-out or rescission periods; (iv) opt-in or opt-out any account in the name or control of the Governmental Aggregator; (v) at the time of the opt-out or the rescission period remove any Participating Customer if, Consultant's sole opinion, Participating Customer is losing or likely to lose money compared to the EDU SSO. No switch or exit fees shall be charged by FES for transactions pursuant to this provision. Upon request FES shall also provide Consultant Eligible Customer files from the EDU.

ARTICLE 2 **FES OBLIGATIONS**

2.1 FES Obligations.

2.1.1 Commencing on the Effective Date and during the Term, subject to the terms of this Agreement, FES shall provide Full Requirements Retail Electric Supply (subject to the terms of the appropriate transmission and/or distribution tariffs) sufficient to serve the total electric generation needs of the commercial and residential Aggregation Program Customers. FES shall arrange for the delivery of Full Requirements Retail Electric Supply in accordance with the

requirements of the Participating Customers' respective EDU and Independent System Operator ("ISO") or Regional Transmission Organization ("RTO") according to the rules, regulations, and tariffs governing Full Requirements Retail Electric Supply from an alternative supplier to the Point of Delivery, recognizing that the EDU provides utility distribution service from the Point of Delivery to the Point of Sale. To the extent that any services or requirements are provided by the EDU, FES shall not be responsible for the performance or failure to perform of the provider of foregoing, FES is not responsible for the performance or failure to perform of the provider of such transmission, distribution, or ancillary services, or the consequences of such performance or failure to perform.

2.1.2 FES shall be responsible for all acts necessary for FES to perform its obligations hereunder, including but not limited to the scheduling of delivery of Full Requirements Retail Electric Supply hereunder.

2.1.3 FES shall provide Aggregation Program Customers with the environmental disclosure data and other data it is required to provide, if any, to comply with the rules of the PUCO.

2.1.4 FES shall conduct refresh mailings every three to six months during the Term of this Agreement. All Eligible Customers who have previously exercised their right to opt-out, rescind, or have previously been removed from the program shall be omitted from all subsequent refresh mailing lists during the Term. All Eligible Customers enrolled pursuant to a refresh mailing or opted-in pursuant to this Agreement shall receive Electricity Supply at the prices set forth in Attachment A.

2.2 Subcontracting. FES may subcontract the performance of its obligations under this Agreement. However, no subcontract shall relieve FES of any of its obligations and/or liabilities under this Agreement. FES shall be responsible for all payments and obligations as between FES and subcontractors, and Governmental Aggregator shall not be responsible for payments to any such subcontractor.

ARTICLE 3 **TERM AND TERMINATION**

3.1 Term of Agreement and Termination. The term of this Agreement shall be from April 2012 through March 2014, inclusive, (the "Term"), subject to any early termination or renewal provisions. Electricity supply from FES to Participating Customers under this Agreement shall commence on the Participating Customer's April 2012 EDU meter read date.

3.1.1 This Agreement may be terminated prior to the expiration of the Term, in compliance with this Agreement's provisions, if: (1) the Governmental Aggregator does not receive or fails to obtain or maintain PUCO Certification; (2) a Party exercises its right under Article 6 to terminate this Agreement; (3) FES fails to obtain or maintain its PUCO Certification; (4) any of the situations described in Section 3.3 occur and Parties are unable to mutually negotiate modification(s) to the Agreement so that the adversely-affected Party may be restored to a

reasonably similar economic position that the adversely-affected Party would have been in but for the occurrence of the events set forth in Section 3.3; or (5) if any of the situations described in Section 3.4 occurs. This Agreement shall terminate upon the expiration of this Agreement's Term, but this Agreement may also be renewed by mutual agreement for two additional two year terms as agreed upon by the Parties. No more than seven or less than six months prior to the end of the Term FES shall provide initiate negotiations on pricing for any additional term with Consultant and Governmental Aggregator if it intends to continue service under this Agreement. If the Parties cannot agree upon a price then this Agreement shall terminate.

3.1.2 Term of Enrollment. Participating Customers shall remain enrolled in the Aggregation Program until the Participating Customer exercises the right to opt-out, or they otherwise terminate their participation in the Aggregation Program, their participation in the Aggregation Program is terminated by the Governmental Aggregator, their Full Requirements Retail Electric Supply is terminated by FES or the EDU, or their electric service is terminated by the EDU or until this Aggregation Program is terminated, whichever occurs first.

3.2 Interaction Between Termination Dates of this Agreement and Contracts with the Participating Customer. Participating Customers initially enrolled in the Aggregation Program shall receive Full Requirements Retail Electric Supply at the rate(s) set forth in this Agreement. If this Agreement is terminated prior to the end of the Term due to a Regulatory Event, then Full Requirements Retail Electric Supply will terminate early and the Participating Customers will be switched to EDU SSO Service in accord with the standard switching rules and applicable notices. If this Agreement is terminated pursuant to the terms of Article 6, the Full Requirements Retail Electric Supply will terminate early and the Participating Customers may choose another CRES Provider or will be switched to EDU SSO Service in accord with the standard switching rules and applicable notices. The Participating Customers are responsible for arranging for their supply of Energy upon expiration or termination of this Agreement. If this Agreement is terminated prior to the end of the Term and a Participating Customer has not selected another supplier, such Participating Customer will be switched to SSO Service from the EDU.

3.3 Regulatory Contingencies.

3.3.1 Regulatory Events. The following, as well as the events described in Section 3.3.3 herein, will constitute a "Regulatory Event" governing the rights and obligations of the Parties under this Agreement:

(i) Illegality. If, due to the issuance of an order, or adoption of, or change in, any applicable law, rule, or regulation, or in the interpretation of any applicable law, rule, or regulation, by any judicial, regulatory, administrative or government authority with competent jurisdiction, it becomes unlawful for a Party to perform any obligation under this Agreement.

(ii) Material Adverse Government Action. If (A) any regulatory agency or court having competent jurisdiction over this Agreement requires a change to the terms of the Agreement that materially adversely affects a Party(s), or (B) any regulatory or court action adversely and

materially impacts a Party's ability to perform or otherwise provide services pursuant to this Agreement.

(iii) New Taxes. If, other than Taxes based upon net income or net worth, any Tax or increases in such Tax, or an application of such Tax to a new or different class of parties, is levied or enacted on FES and effective after the Execution Date and materially impacts FES.

3.3.2 Notice, Negotiation, and Early Termination. Upon the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. The Parties will mutually attempt to negotiate modification(s) to the Agreement so that the adversely-affected Party may be restored to a reasonably similar economic position that the adversely-affected Party would have been in but for the occurrence of the Regulatory Event. If the Parties are unable, within thirty (30) days of entering into negotiations, to agree upon modification(s) to this Agreement, the adversely affected Party shall have the right, upon sixty (60) days notice, to terminate this Agreement without liability and close out its obligations hereunder.

3.3.3 Regulatory Events Defined. Regulatory changes or rulings, legislative and agency acts, and judicial rulings covered by preceding Section 3.3.1, include but are not limited to: (i) material changes affecting FES' and/or Governmental Aggregator's PUCO Certification applicable to this Agreement/franchise status, fees, costs, or requirements; (ii) other material changes or clarifications of federal, state or local government certification, licensing or franchise requirements for electric power suppliers; (iii) material changes to existing or material new charges, fees, costs, and/or obligations, including without limitation transmission or capacity requirements or charges, that may be imposed upon FES by an ISO or a RTO, independent transmission provider, an EDU, federal law or government agency; (iv) material changes to existing or material new charges, fees, costs, credits, emission allowance requirements, permitting requirements and/or obligations associated with environmental or energy law and regulations (including, without limitation, alternative energy requirements, carbon and greenhouse gas, or other similar controls); (v) other material changes to, or requirements of, retail electric customer access or aggregation programs; and (vi) material changes to EDU retail charges or tariff provisions, including but not limited to, imposition of non-bypassable generation-related charges.

3.4 Termination Events. In the event any of the following conditions occur during the Term, FES shall have the right to terminate this Agreement without liability and close out its obligations hereunder:

(i) The Electric Security Plan (ESP), Market Rate Offer (MRO) and/or Competitive Bid Process (CBP), or other generation procurement process results in a PTC, as discounted hereunder in accordance with Section 4.2.1, that is equal to or less than the comparable annualized generation and transmission rates and riders as of the Effective Date of this Agreement. This provision only applies when the FES generation pricing to Participating Customers' is a percentage discount to the PTC. It does not apply when the FES generation pricing to Participating Customers is fixed.

(ii) The PUCO approves or implements a phase-in credit for generation charges of the EDU which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation in the PTC and FES, in its discretion, chooses to not finance the impact of that effect or if commercially reasonable rates and terms are not available for such financing.

(iii) The EDU will not provide consolidated billing consistent with previous practice.

3.5 Termination Obligations. Termination of this Agreement shall not relieve either Party of the obligation(s) to pay amounts owed for actual performance of obligations rendered prior to the termination of this Agreement.

3.6 Termination Notices. In the event of termination hereunder, the terminating Party shall exercise its best efforts to communicate to the non-terminating Party the upcoming possibility of termination. In the event that this Agreement is terminated prior to the end of the Term, each individual Participating Customer of the Aggregation Program will be provided written notification from the terminating Party of the termination of the Agreement at least thirty (30) days prior to termination, and in compliance with other regulatory or legal requirements and Participating Customers will also be notified of their right to return to the EDU or to select an alternate generation supplier. All other notification(s) shall be in accordance with PUCO requirements.

ARTICLE 4 **ENERGY SCHEDULING, TRANSMISSION, PRICING AND DELIVERY**

4.1 Scheduling, Transmission and Delivery of Power. During the Delivery Term, FES shall schedule Energy as required by the RTO or other transmission provider and the EDU, and shall arrange for transmission and distribution service to the Participating Customers. FES will arrange for necessary electric distribution and transmission rights for delivery of such Energy to provide the Full Requirements Retail Electric Supply hereunder and subject to the understanding that FES has an obligation to make deliveries to Participating Customer as set forth in Section 2.1 except pursuant to Sections 3.3, 3.4 or Article 7 of this Agreement. FES does not take responsibility for any delivery of services supplied by the EDU or RTO, or for the consequences of the failure to provide such services. FES shall not be responsible to Participating Customer in the event the EDU or RTO disconnects, suspends, curtails or reduces service to Participating Customer (notwithstanding whether such disconnection is directed by the ISO) in order to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the EDU's facilities, or to maintain the safety and reliability of the EDU's electrical system, or due to emergencies, forced outages, potential overloading of the EDU's transmission and/or distribution circuits, or Force Majeure or for any other reason permitted by the EDU's tariff or any other acts or omissions of the EDU.

4.2 Pricing.

4.2.1 During the Delivery Period, FES shall provide Energy to all Participating Customers at the price set forth on the Pricing Attachment. If FES pricing is at a percentage off the PTC then

any bypassable riders approved by the PUCO and not included in the Price to Compare will be billed at their full rate. There will be no discount given on such charges as transmission and ancillary services if they are identified in a separate tariff or rider approved by the PUCO and not included in the Price to Compare. However, if FES agrees to provide Participating Customers a fixed price for generation supply that includes transmission and ancillary services, no incremental charge for these services shall be permissible subject nonetheless to Article 3.

4.2.2

4.3 Failure of Delivery. In the event that FES fails to schedule all or part of the Full Requirements Retail Electric Supply as set forth herein and FES' failure is not due to a Force Majeure Event, and a Participating Customer is required to obtain and pays for SSO Service or other Energy supply arrangement necessary to cure such Energy deficiency, FES shall reimburse Participating Customer, on the later of ten (10) days after receipt of invoice or the date payment would otherwise be due to FES, an amount determined by multiplying (a) the aggregate deficiency in the Full Requirements Retail Electric Supply by (b) the Replacement Price. IN THE EVENT OF FES' FAILURE TO PERFORM DUE TO A NON-FORCE MAJEURE EVENT, FES' OBLIGATION TO PAY SUCH AMOUNT DURING THE PERIODS OF NON-DELIVERY SHALL BE THE GOVERNMENT AGGREGATOR'S AND THE PARTICIPATING CUSTOMERS' SOLE REMEDY FOR FES' FAILURE TO DELIVER ENERGY PURSUANT TO THE TERMS OF THIS AGREEMENT AND THE PARTICIPATING CUSTOMER'S ELECTRIC SERVICE AND SUPPLY CONTRACT(S).

ARTICLE 5 **BILLING AND PAYMENTS**

5.1 Additional Costs. In addition to the pricing described in Section 4.2.1 and the Pricing Attachment, FES will charge Participating Customers for any and all fees, costs, and obligations imposed by an ISO or a RTO on FES that are not otherwise reimbursed by the EDU to FES or included in EDU's Price to Compare, regardless of whether such charges are greater than, less than, or equal to the charges a Participating Customer currently pays for these services to the EDU ("Transmission and Ancillary Charges"). While no such charges are currently known, FES will pass these Transmission and Ancillary Charges, which may be variable, through to the Participating Customers, and Participating Customers will receive no discount or percent-off of these Transmission and Ancillary Charges. Such pass through includes, without limitation, the cost of Network Integration Transmission Services, Transmission Losses and Ancillaries (as such terms are used by the ISO), distribution line losses and distribution service charges assessed by the EDU on FES and/or its customers, and any capacity requirement imposed on FES by an ISO or a RTO.

5.2 Billing. Billing shall be provided by the EDU under a consolidated billing format pursuant to the EDU's tariff provisions and PUCO rules applicable to Participating Customer(s). If a Participating Customer fails to pay amounts due within the specified time period for said payments in accord with the EDU's tariff and PUCO regulations, FES retains the right to assess late payment fees on, or deem such non-payment a default of Participating Customer for purposes of Section 6.1.1 of this Agreement. FES reserves the right to convert Participating

Customer from Consolidated Billing to dual billing, or from dual billing to consolidated billing if such a conversion will facilitate timelier billing, collections, and/or payment. If FES converts to dual billing it shall work with Governmental Aggregator to determine the appropriate language to communicate this change to Participating Customers.

ARTICLE 6 DEFAULT AND REMEDIES

6.1 Event of Default.

6.1.1 A “County Event of Default” shall mean the occurrence of any of the following and the passage of any cure period set forth therein:

- (i) Any representation or warranty made by County in Article 9 hereunder is false or misleading in any material respect when made;
- (ii) The non-excused failure to perform any material covenant or obligation set forth in this Agreement (other than that set forth in (i) above) and such failure is not remedied within thirty (30) days after written notice thereof unless the cure requires longer than the thirty (30) days to effect and County is diligently working towards such cure; and

6.1.2 A “FES Event of Default” shall mean the occurrence of any of the following and the passage of any cure period set forth therein:

- (i) the failure to make, when due, any undisputed payment required pursuant to this Agreement if such failure is not remedied within ten (10) Business Days after written notice;
- (ii) any representation or warranty made by FES in Article 9 hereunder is false or misleading in any material respect when made or when deemed made;
- (iii) the non-excused failure to perform any material covenant or obligation set forth in this Agreement (other than that set forth in (i) above and as set forth in Section 4.3) if such failure is not remedied within thirty (30) days after written notice thereof, unless the cure period reasonably requires more than thirty (30) days to effect and FES is diligently working towards such cure; and

6.2 Rights and Remedies.

6.2.1 Rights and Remedies for County Event of Default. Subject to other provisions of this Agreement, if County is the defaulting Party hereunder, so long as such County Event of Default shall have occurred and be continuing, FES shall have the right to (i) designate a date (“Early

Termination Date”), no earlier than the day such notice is effective and no later than twenty (20) days after such notice is effective, on which this Agreement shall terminate and to terminate this Agreement on the Early Termination Date, (ii) suspend performance under this Agreement, and/or (iii) have all rights available at law and in equity. In addition to the foregoing remedies, FES shall have the right to seek the remedies of specific performance of County’s and Participating Customers’ obligations hereunder and/or injunctive relief to continue to provide Full Requirements Retail Electric Supply hereunder.

6.2.2 Rights and Remedies for a FES Event of Default. Subject to other provisions of this Agreement, if FES is the defaulting Party hereunder, so long as such FES Event of Default shall have occurred and be continuing, County shall have the right to (i) designate an Early Termination Date, no earlier than the day such notice is effective and no later than 20 days after such notice is effective, and to terminate this Agreement on the Early Termination Date, (ii) suspend performance under this Agreement, and/or (iii) have all rights available at law and in equity. In addition to the foregoing remedies, County shall have the right to seek the remedies of specific performance and/or injunctive relief.

Notwithstanding any other provision of this Agreement, the remedies set forth in Section 4.3 shall be the sole and exclusive remedies for any failure of FES to deliver Full Requirements Retail Electric Supply. As long as FES is supplying Full Requirements Retail Electric Supply to the Participating Customers at the price and upon the terms and conditions of this Agreement, County shall not have the right to terminate this Agreement, suspend performance or pursue other remedies, and FES shall have no liability to Participating Customer for damages.

6.2.3 Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize damages it may incur as a result of the other Party’s failure to perform pursuant to this Agreement.

ARTICLE 7 **FORCE MAJEURE**

7.1 Excused Failure to Comply. Neither Party shall be considered to be in default in the performance of its obligations under this Agreement, if its failure to perform results directly or indirectly from a Force Majeure Event. If despite its commercially reasonable efforts, either Party is unable, wholly or in part, to meet its obligations under this Agreement due to a Force Majeure Event, the obligations of each Party, other than the obligation to make payments due for performance rendered hereunder, so far as they are affected by such Force Majeure Event, shall be suspended during such period of the Force Majeure Event. The Party claiming excuse due to a Force Majeure Event shall exercise commercially reasonable efforts and due diligence to remove the inability to perform as soon as reasonably possible so that the affected period shall be no longer than that necessarily affected by the Force Majeure Event and shall exercise commercially reasonable efforts and due diligence to mitigate the effects of the Force Majeure Event. Nothing contained in this Section 7.1 shall be construed as requiring a Party to settle any strike or labor dispute in which it may be involved.

7.2 Force Majeure Event. For purposes of this Agreement, a "Force Majeure Event" shall mean any non-economic cause beyond the reasonable control of the Party affected and shall include, but not be limited to, Acts of God, winds, floods, earthquakes, storms, droughts, fires, pestilence, destructive lightning, hurricanes, washouts, landslides, tornadoes and other natural catastrophes; strikes, lockouts, labor or material shortage, or other industrial disturbances; acts of the public enemies, epidemics, riots, civil disturbances or disobedience, sabotage, wars or blockades; the failure of facilities, governmental actions such as necessity to comply with any court order, law, statute, ordinance or regulation promulgated by a governmental authority, a change in law or court order; provided, however, that any such discretionary acts, failure to act or orders of any kind by Government Aggregator may not be asserted as a Force Majeure Event by Government Aggregator; or any other reasonably unplanned or non-scheduled occurrence, condition, situation or threat not covered above and not caused by a Party's action or inaction, which renders either Party unable to perform its obligations hereunder, provided such event is beyond the reasonable control of the Party claiming such inability. A change in economic electric power market conditions shall not constitute a Force Majeure Event. Failure or interruptions, including without limitation, government ordered interruptions, on the systems of generation, transmission or distribution relied upon for supplying Energy under this Agreement shall constitute a Force Majeure Event provided that FES has arranged for service on these systems at a level of firmness as required to provide the Full Requirements Retail Electric Supply agreed upon herein.

7.3 Notification. If either Party is unable to perform any of its obligations under this Agreement due to a Force Majeure Event, then said Party shall notify the other Party in writing as soon as possible, but no later than seventy-two (72) hours after the start of the Force Majeure Event. The written notice shall include a specific description of the cause and expected duration of the Force Majeure Event.

ARTICLE 8

LIMITATION OF LIABILITY

8.1 LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER, TO A PARTICIPATING CUSTOMER OR TO A THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BASED UPON A STATUTE, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY DEGREE), STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE.

THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN SECTION 4.3 AND ARTICLE 6 OF THE AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH SECTION 4.3 OR ARTICLE 6 PROVIDES THE EXPRESS REMEDY OR MEASURE OF DAMAGES, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISIONS AND ALL OTHER

REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. FOR ALL OTHER PROVISIONS OF THIS AGREEMENT FOR WHICH NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES IS WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PART, WHETHER SUCH NEGLIGENCE IS SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

8.2 DISCLAIMER. FES DOES NOT WARRANT OR GUARANTEE THE UNINTERRUPTED DELIVERY OF FULL REQUIREMENTS RETAIL ELECTRIC SUPPLY TO AGGREGATION PROGRAM CUSTOMERS DURING FORCE MAJEURE EVENTS. FES WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR THE OPERATIONS OF THE EDU, INCLUDING BUT NOT LIMITED TO, THE INTERRUPTION, TERMINATION, FAILURE TO DELIVER, OR DETERIORATION OF EDU'S TRANSMISSION OR DISTRIBUTION SERVICE. EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN, NO IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO THIS AGREEMENT.

ARTICLE 9 REPRESENTATIONS AND WARRANTIES

9.1 Representations and Warranties by FES.

9.1.1 FES hereby represents and warrants to County as of the Effective Date as follows:

- (i) FES is a corporation, duly formed, validly existing and in good standing under the laws of the State of Ohio;
- (ii) FES has all authorizations from any governmental authority necessary for it to legally perform its obligations under this Agreement or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;
- (iii) The execution and delivery of, and performance under, this Agreement are within FES' powers, have been duly authorized by all necessary action and do not violate, conflict with or

breach any of the terms or conditions in its governing documents or any contract to which it is a party or any governmental rule applicable to it;

(iv) This Agreement has been duly executed and delivered by FES, and this Agreement (assuming due authorization, execution and delivery of all Parties) constitutes legal, valid and binding obligations of FES enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law; and

(v) No Bankruptcy is pending against it or to its knowledge threatened against it.

9.2 Representations and Warranties by County.

9.2.1 Government Aggregator hereby represents and warrants to FES as of the Effective Date as follows:

(i) By virtue of the ballot issue approval in November, 2011 and subsequent certification by the PUCO, County shall be duly authorized as the agent for the Participating Customers, as a duly authorized governmental aggregator;

(ii) By virtue of the ballot issue approval in November, 2011, County shall have all authorizations from any governmental authority necessary for it to legally perform its obligations under this Agreement;

(iii) The execution and delivery of, and performance under, this Agreement are within County's powers, have been duly authorized by all necessary action and do not violate, conflict with or breach any of the terms or conditions in its governing documents or any contract to which it is a party or any governmental rule applicable to it. Neither the execution nor delivery by County of this Agreement nor the consummation by County of the transactions contemplated hereby or thereby does or will result a breach or violation of the Agreement establishing County's Aggregation Group, or its bylaws, or any material provision of the governance document related thereto;

(iv) This Agreement has been duly executed and delivered by County, and this Agreement (assuming due authorization, execution and delivery of all Parties) constitutes legal, valid and binding obligations of County, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization and similar laws affecting creditors' rights and remedies generally, to general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law;

(v) County is entering into this Agreement with a full understanding of all of the risks hereof (economic and otherwise), and it is capable of assuming and willing to assume those risks;

(vi) To the best of County's knowledge, none of the documents or other written information furnished by or on behalf of County or Eligible Customers to FES pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading;

(vii) County has the contractual right to enter into this Agreement, to contract with FES to supply Full Requirements Retail Electric Supply and Administrative Services to meet the obligations of its Aggregation Program Customers, and shall enforce its contractual agreements and rights.

ARTICLE 10 **CONFIDENTIAL INFORMATION**

10.1 Confidential Information. Any Confidential Information, as defined in Section 10.2 herein, made available pursuant to this Agreement and conspicuously marked or stamped as "Confidential" shall be held in confidence by each of the Parties to protect the legitimate business needs and/or privacy interests of the Parties. With respect to multi-page documents that contain Confidential Information, the Parties may make such a designation by marking or stamping only the first page thereof. The Parties shall identify any matter deemed to be Confidential Information at the time the information is provided. Any information not designated, as Confidential Information shall not be covered by the protection contemplated herein, provided, however, that the inadvertent provision of information without a confidential designation shall not itself be deemed a waiver of the Party's claim of confidentiality as to such information, and the Party may thereafter designate the same as confidential, if the information is deemed confidential as set forth herein.

10.2 Confidential Information Defined. "Confidential Information" means any and all data and information of whatever kind or nature (whether written, electronic or oral) which is disclosed by one Party (the "Disclosing Party") to the other Party (the "Recipient") regarding itself, its business, the business of its affiliates, and/or the Aggregation Program. Confidential Information does not include information that: (a) is in the public domain at the time of disclosure; (b) passes into the public domain after disclosure, except by a wrongful act of the Recipient; (c) is disclosed to the Recipient by another not under an obligation of confidentiality; or (d) is already in the Recipient's possession prior to disclosure by the Disclosing Party.

10.3 Obligation of Confidentiality. Each Party agrees, for itself and its authorized representatives, to keep confidential all Confidential Information provided hereunder and to use the Confidential Information solely for purposes in connection with this Agreement, except to the extent that the Recipient determines that release of Confidential Information is required by law or regulation. The Recipient shall make commercially reasonable efforts to notify the Disclosing Party if it intends to release any Confidential Information to afford the Disclosing

Party an opportunity to seek a protective order prior to disclosure. The obligations for Confidentiality set forth in this Agreement, including but not limited to the non-disclosure obligations and the duty to return Confidential Information upon written request, shall survive the termination of this Agreement for a period of one (1) year thereafter. Nothing in this Paragraph shall limit, hinder, or restrict County from complying with the Ohio Public Records Act, O.R.C. Section 149.01 et seq., nor shall County be found to have violated this provision, or any other provision of this Agreement, for having fulfilled a valid Public Records Request.

ARTICLE 11
MISCELLANEOUS

11.1 Notices. Any notices, requests or demands regarding the services provided under this Agreement and the Attachments shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address shown below; or (iii) if by Federal Express or other reputable express mail service, on the next Business Day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

FirstEnergy Solutions Corp
For Notices or Inquires Regarding
Agreement:

Brenda Fargo
Manager, Government Aggregation
FirstEnergy Solutions Corp.
341 White Pond Drive
Akron, OH 44320

Phone: 330-315-6898

Fax: 330-777-6529

Auglaize County

For Notices or Inquires Regarding this
this Agreement:

Auglaize County Board of Commissioners
209 S. Blackhoof Street, Room 201
Wapakoneta, Ohio 45895

Phone: 419-739-6710

Fax: 419-739-6711

11.2 Entire Agreement. This Agreement, including all Attachments hereto, contains all of the terms and conditions of this Agreement reached by the Parties, and supersedes all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by all Parties hereto. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

11.3 Waivers. Any request for a waiver of the requirements and provisions of this Agreement shall be in writing and must be approved in writing by the nonwaiving Party. The failure of

either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights.

11.4 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

11.5 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the Attachments hereto, the provisions of the Agreement shall control.

11.6 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

11.7 Non-Assignability. This Agreement shall not be transferred or assigned by either Party without the express written authorization of the non-assigning Party, which authorization shall not be unreasonably withheld; provided, however, that such authorization may be withheld upon a reasonable determination that the proposed assignee does not have at least the same financial and technical abilities. Notwithstanding the foregoing, FES may, without the consent of County or the Participating Customers, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to an affiliate of FES; or (c) transfer or assign this Agreement to any person or entity succeeding to all or a substantial portion of the assets of FES. Upon an assignment pursuant to (b) or (c), County and the Participating Customers agree that FES shall have no further obligations regarding future performance hereunder. Either Party's assignee shall agree in writing to be bound by the terms and conditions of this Agreement, including the Attachments. Subject to the foregoing, this Agreement and its Attachments shall be binding upon and inure to the benefit of any permitted successors and assigns, to the extent permitted by law.

11.8 Forward Contract. The Parties acknowledge and agree that (a) this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code, and (b) FES is a forward contract merchant.

11.9 Recitals. The Parties agree and acknowledge that the prefatory statements and recitals in this Agreement are intended to be and shall be a part of the provisions of this Agreement.

11.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

FirstEnergy Solutions Corp.:

Signed: _____

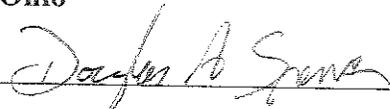
Printed

Typed Name: Jerry Bellitt

Title: V.P. Sales

Date: _____

Board of County Commissioners, Auglaize
County, Ohio

Signed: 

Printed

Typed Name: Douglas A. Spencer

Title: BOCC President

Date: March 8, 2012

ATTACHMENT A:

**Pricing and Other Conditions
to Retail Generation Service Offer**

Attachment A to Master Agreement

Between

Board of County Commissioners, Auglaize County, Ohio and FirstEnergy Solutions Corp.

Term:

Initial Term: April 2012 – March 2014

Renewal Terms*: April 2014 – March 2016

April 2016 – March 2018

*After the Initial Term, the Agreement may continue for one or more Renewal Terms at an agreed upon price. For each of the two extension terms, the community will be provided an additional civic grant of \$10.00 per enrolled account which can be used for any purpose by the community and is not subject to repayment at any time.

Initial Term Pricing:

Dayton Power & Light Residential:

5.80¢ per KWh

Dayton Power & Light Commercial (either below 700,000 kWh annually or 100 KW peak monthly demand):

5.62¢ per KWh

AEP-Ohio (Ohio Power) Residential:

5.85¢ per KWh

AEP-Ohio (Ohio Power) (either below 700,000 kWh annually or 100 KW peak monthly demand):

5.85¢ per KWh

Fees: FES and Governmental Aggregator agree that the prices offered during the Term of this Agreement include an administrative fee of \$0.0003 per kilowatt-hour on all electricity consumed and paid for by Participating Customers' in the Governmental Aggregation. The disbursement of funds that accumulate from this fee shall be to the Consultant monthly. Such fees paid to Consultant shall be split between the Consultant, CCAO Service Corporation, Auglaize County, and the individual communities based upon an agreement between the CCAO

Service Corporation and the Consultant. FES shall provide sufficient information to Consultant to verify full payment of the revenue derived from administrative fee.

Mercantile Accounts: National accounts (e.g. McDonald's, BP, Dollar General) as well as any eligible commercial accounts with annual usage over 700,000 must "opt-in" to the program.

Termination Fee:

Residential Accounts - \$50.00

Commercial Accounts with usage up to 20,000 KWh annually: \$50.00

Commercial Accounts with usage between 20,000 and 700,000 KWh annually: \$200.00

This termination fee shall not be applied when a Participating Customer terminates service due to moving or when Participating Customer wants to return to EDU SSO for the purposes of obtaining budget billing.

Community Grant:

As a part of this program, there will be a community grant in the amount of **\$10.00** per enrolled customer. These funds can be used for any purpose deemed appropriate by the communities and are not subject to repayment at any time or under any circumstance. The grant amount will be determined following the completion of the opt-out and rescission period. After determining the number of Participating Customers, FES shall make payment of the Community Grant within 30 days.

Communities Served:

1. St. Mary's Township
2. Clay Township
3. Moulton Township

Administrative Services performed by FES:

- Design, print and mail the Opt-out letter to all eligible participants including a sheet of Frequently Asked Questions to provide assistance.
- Administer the Opt-out process including database preparation, handling of opt-out form information, and final enrollment list compilation.
- Provide a call center to handle information calls.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

FirstEnergy Solutions Corp.:

**Board of County Commissioners, Auglaize
County, Ohio**

Signed: _____

Signed: 

Printed
Typed Name: Jerry Bellitt

Printed
Typed Name: Douglas A. Spencer

Title: V.P. Sales

Title: BOCC President

**IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE A
SUBORDINATION AGREEMENT FOR THE BENEFIT OF CHIP RECIPIENT E. ELAINE STEINKE
AKA ELDA ELAINE STEINKE.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of March, 2012.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on February 20th, 2008, executed a Mortgage in favor of the Board of County Commissioners as the Board authorized the expenditure of CHIP funds in the total amount of \$31,515.00 for the renovations of the property where E. Elaine Steinke aka Elda Elaine Steinke now reside in the City of Wapakoneta, Ohio; and,

WHEREAS, E. Elaine Steinke aka Elda Elaine Steinke have now requested the Board to execute another subordination agreement so as to allow them to secure a loan in the amount of \$47,200.00; and

WHEREAS, the Board finds the request to be acceptable as the appraised value of the property is \$100,000.00.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the President of the Board to execute the subordination agreement for the benefit of CHIP recipient E. Elaine Steinke aka Elda Elaine Steinke; and,

BE IT FURTHER RESOLVED that a fully executed copy of this agreement be hereto attached and thus become a part of this Resolution.

Commissioner Regula seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
8th day of
March, 2012

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer , yes
Douglas A. Spencer

Don Regula , yes
Don Regula

John N. Bergman , yes
John N. Bergman

Attachment

- Cc: E. Elaine Steinke
✓ Lawyers Title Agency of Sidney, Inc. – Holly Frericks
✓ CHIP file
✓ Prosecuting Attorney – Ed Pierce
✓ County Recorder – Chris Lambert

WAIVER OF PRIORITY

AUGLAIZE COUNTY BOARD OF COMMISSIONERS, hereby waives the priority of its Mortgage Deed recorded at Official Record Volume 563, Page 2368, Auglaize County, Ohio, in the amount of \$31,515.00 on the following described real estate:

Situated in the City of Wapakoneta, County of Auglaize and State of Ohio, to-wit:

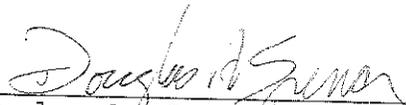
Lot Number Three (3) of N.P. Veit's Subdivision of part of Outlot Number 147 in said City subject to all restrictions, conditions and provisions contained in matters of record in the Recorder's Office of Auglaize County, Ohio, pertaining to said Subdivision.

Parcel Number: B07-063-004-00

in favor of a certain Mortgage Deed executed by E. ELAINE STEINKE (aka Elda Elaine Steinke, aka Elda E. Steinke), unmarried, to SUPERIOR FEDERAL CREDIT UNION, in the sum of \$47,200.00 and recorded as Instrument No. _____, in Official Record Volume _____, Page _____, in the Office of the Recorder, Auglaize County, Ohio.

Superior Federal Credit Union, has hereto set its hand by the undersigned officer this _____ day of March, 2012.

AUGLAIZE COUNTY BOARD OF
COMMISSIONERS

By: 
Douglas A. Spencer

Its: BOCC President

STATE OF OHIO)
)SS
COUNTY OF Auclaize)

Before me, a notary public in and for said County and State personally appeared AUGLAIZE COUNTY BOARD OF COMMISSIONERS, by and through Douglas A. Spencer, its duly authorized BOCC President, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed.

In testimony whereof, I hereunto set my hand and official seal at Wapakoneta, Ohio, this 8th day of March, 2012.

Esther M. Leffel
Notary Public



ESTHER M. LEFFEL
Notary Public, State of Ohio
My Commission Expires 02/12/17

This instrument prepared by
ELSASS, WALLACE, EVANS, SCHNELLE & CO., L.P.A.
Attorneys at Law
Sidney, Ohio 45365

IN THE MATTER OF AUTHORIZING BUCKEYE EXTERMINATING INC. TO SPRAY THE COUNTY'S ADMINISTRATION BUILDING OFFICE, COURTHOUSE IN WAPAKONETA AND WEST DISTRICT COURT IN ST. MARYS FOR GENERAL PEST CONTROL.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of March, 2012.

Commissioner Bergman moved the adoption of the following:
RESOLUTION

WHEREAS, annually it is necessary to have an exterminator make an application of insecticide to ward off insects of various kinds in the county offices and departments located in the County Administration Building, Courthouse in Wapakoneta and West District Court in St. Marys; and,

WHEREAS, a quotation has been submitted by Buckeye Exterminating Inc. for the spraying of insecticide in all three buildings mentioned at the cost of \$425.00 for the Administration Building, \$475.00 for the Courthouse in Wapakoneta and \$135.00 for the West District Court in St. Marys.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize Buckeye Exterminating Inc. to perform the insecticide spraying for General Pest Control in the offices and departments located in the County Administration Building, Courthouse in Wapakoneta and West District Court in St. Marys; and,

BE IT FURTHER RESOLVED that the Board directs the Clerk of the Board to encumber \$1,035.00 to Buckeye Exterminating Inc. for the above authorized pest control treatment.

Commissioner Regula seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
8th day of
March, 2012

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer . Yes
Douglas A. Spencer

Don Regula . yes
Don Regula

John N. Bergman . yes
John N. Bergman

- cc>Housekeeping staff
- ✓Buckeye Extermination Inc.
- ✓Clerk of the Board

IN THE MATTER OF AUTHORIZING AN INCREASE IN THE RETAINER FEE FOR COMP-MANAGEMENT FOR COUNTY REPRESENTATION BEFORE THE OHIO BUREAU OF WORKERS COMPENSATION AND OHIO INDUSTRIAL COMMISSION.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of March, 2012.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, for some years, CompManagement has represented Auglaize County in its interests before the Ohio Bureau of Workers Compensation and Ohio Industrial Commission; and,

WHEREAS, due to increases in the general cost of doing business, CompManagement has proposed to amend the service agreement to the extent that its annual retainer fee be increased from \$3,390.00 to \$3,490.00; and,

WHEREAS, the increase will be effective with the April 2012 renewal of the service agreement between Auglaize County and CompManagement.

THEREFORE, BE IT RESOLVED that the Board does hereby approve and authorize the increase in the retainer fee for CompManagement, as proposed, to better maintain the quality of service the County has received in the past from CompManagement; and,

BE IT FURTHER RESOLVED that the President of the Board, is authorized to execute the letter of approval.

Commissioner Regula seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
8th day of
March, 2012

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

✓cc: CompManagement
/ County Auditor – Janet Schuler