

AGREEMENT
ESTABLISHING THE
NORTHEAST OHIO PUBLIC ENERGY COUNCIL

This AGREEMENT is made and entered into as of November 8, 2000, by and among the political subdivisions identified below:

RECITALS:

WHEREAS, Ohio Revised Code Chapter 167 provides, in general, that the governing bodies of any two (2) or more political subdivisions may enter into an agreement establishing a regional council of governments for the purposes of promoting cooperative arrangements and agreements among its members and between its members and government agencies or private persons or entities, performing functions and duties which its members can perform and addressing problems of mutual concerns; and

WHEREAS, certain municipal corporations, counties, townships and regional councils of government of the State of Ohio have determined to enter into this Agreement Establishing the Northeast Ohio Public Energy Council for the purpose of carrying out a cooperative program for the benefit of the members acting as governmental aggregators to arrange for the purchase of electricity by the electric customers in these political subdivisions served by the operating utility companies of FirstEnergy Corp. pursuant to the authority provided under Ohio Revised Code Section 4928.20, and promoting any other cooperative programs which may be approved, from time to time, in accordance with this Agreement and the Bylaws described below;

NOW, THEREFORE, it is agreed by and among the municipal corporations, counties, townships and regional councils of government identified below, on behalf of whom this Agreement has been executed by their representatives in accordance with the authorizing resolution of each, that:

Section 1. Definitions.

As used in this Agreement and in the Bylaws the following words shall have the following meanings:

"Additional Program" means any other cooperative program the Council may establish under an Additional Program Agreement.

"Additional Program Agreement" means any agreement among some or all Members establishing an Additional Program in accordance with Section 5 hereof.

"Additional Program Costs" means, with respect to any Additional Program of the Council, all costs incurred by the Council or the Fiscal Agent of the Council, in connection with the activities and operations of that Additional Program, as defined in the corresponding Additional Program Agreement.

"Advisory Committee" means any committee established by the Board of Directors pursuant to the Bylaws to advise the Board of Directors or the Fiscal Agent with respect to the management and operation of any Program. The Board of Directors shall define the duties of each Advisory Committee.

"Aggregation Costs" means all costs incurred by the Council or by the Fiscal Agent in connection with the activities and operation of the Council for the Aggregation Program.

"Aggregation Fund" means the fund established and maintained by the Fiscal Agent of the Council as a separate fund pursuant to Section 7 of the Bylaws, into which the Fiscal Agent shall deposit any and all moneys contributed by the Members for Aggregation Costs of the Council.

"Aggregation Program" means the cooperative program for the benefit of the Members acting as governmental aggregators to arrange for the purchase of electricity by electric customers in the political subdivisions served by the operating companies of FirstEnergy Corp. pursuant to the terms of Ohio Revised Code Section 4928.20 and this Agreement.

"Agreement" means this agreement, as the same may be amended, modified, or supplemented in accordance with Section 8 hereof.

"Assembly" means the legislative body of the Council established pursuant to, and having those powers and duties enumerated in, the Bylaws.

"Bylaws" means the regulations adopted by the Council pursuant to Ohio Revised Code Section 167.04 and this Agreement, as the same may be amended, modified, or supplemented in accordance with Section 10 thereof, a form of which is attached hereto as Exhibit A.

"Council" means the Northeast Ohio Public Energy Council established by this Agreement.

"Fiscal Agent" means the person or organization designated by the Members of the Council to receive, deposit, invest and disburse funds contributed by the Members for the operation of the Council and its Programs, in accordance with this Agreement, the Bylaws and any applicable Program Agreement.

"Fiscal Year" means the twelve (12) month period beginning January 1 and ending December 31.

"Member" means any municipal corporation, county, township and regional council of governments which pursuant to duly adopted legislation, has caused this Agreement to be executed in its name, which Member shall be listed on Exhibit B hereto, including any additional municipal corporation, county, township and regional council of governments which has caused this Agreement to be executed in accordance with Section 7 hereof, and has not withdrawn from the Council pursuant to this Agreement or the Bylaws.

"Program" means the Aggregation Program or any Additional Program.

Section 2. Name.

The name of the group composed of all Members shall be the "Northeast Ohio Public Energy Council".

Section 3. Representation of Members.

Each Member shall have one representative to the Assembly, who (i) in the case of municipal corporations, shall be the mayor or manager or an appointee of such officer, or (ii) in the case of counties or townships or regional councils of governments, shall be a member of its governing board or an officer chosen by such governing board.

Section 4. Adoption of Bylaws.

Within thirty (30) days following the effective date of this Agreement as determined pursuant to Section 11 hereof, the representatives shall meet for the purpose of adopting Bylaws. The affirmative vote of at least a majority of representatives of all Members shall be required for the adoption of the Bylaws, a form of which is attached as Exhibit A.

Section 5. The Aggregation Program: Additional Programs of the Council.

The Members will act jointly through the Council to establish and implement the Aggregation Program pursuant to Ohio Revised Code Section 4928.20. Each Member has adopted legislation, and approval by the electors of each Member has been or will be obtained, authorizing the Aggregation Program. Upon certification of the Members by the PUCO, as may be applicable, the Council, on behalf of the Members, may effect the aggregation of the retail electrical loads located within the jurisdictions of the Members. The Council may negotiate and enter into all necessary contracts and take any other necessary and incidental actions to effect and carry out the purposes of the Aggregation Program for the benefit of the Members and their respective electricity consumers.

The Board of Directors shall oversee and manage the operation of the Aggregation Program and may adopt policies and procedures supplementing the general terms of this Agreement and the Bylaws.

The Board of Directors shall develop a plan of operation and governance for the Aggregation Program pursuant to Ohio Revised Code Section 4928.20 to be adopted by each member.

The Council may establish, in addition to the Aggregation Program, such other Additional Programs as the Board of Directors may approve. Each Additional Program shall be established by an Additional Program Agreement among the Members of the Council whose governing bodies have determined to participate in the Additional Program and have approved

an Additional Program Agreement. Each Additional Program Agreement shall be reviewed and approved by the Board of Directors prior to execution by any Member.

Each Additional Program Agreement shall include but not be limited to provisions that:

- (A) Direct the Board of Directors concerning the management of the Additional Program and define matters which must be submitted to the participating Members for decision;
- (B) Establish procedures for budgeting Additional Program Costs and apportioning Additional Program Costs among the participating Members;
- (C) Establish one or more funds into which all monetary contributions for Additional Program Costs shall be deposited;
- (D) Determine the method and timing of inclusion of additional participating Members;
- (E) If determined to be necessary or desirable, appoint a Fiscal Agent for the Additional Program different from the Fiscal Agent for the Council; and
- (F) Determine the disposition, upon termination of the Additional Program, of any supplies, equipment, facilities or moneys held in connection with the operation of the Additional Program.

Section 6. Withdrawal of a Member.

- (a) Any Member wishing to withdraw from membership in the Council shall notify the Council in the manner described in Section 6(c) hereof and such withdrawal shall, except as otherwise provided in this Section 6, cause such Member's membership in the Council to be terminated. Such termination shall not be effective until (A) the end of the applicable two (2) or three (3) year opt-out period as to any electricity or natural gas aggregation program of the Council under which service is being provided to customers in the Member's community; and (B) such withdrawing Member has paid to the Council the Administrative Fee (as defined in Section 6(d) hereof), if applicable.
- (b) Any Member wishing to withdraw from participation in any Program of the Council, including any aggregation Program of the Council for electricity or natural gas, shall notify the Council in the manner described in Section 6(c) hereof. Such withdrawal from a Program, regardless of whether a member participates in only one program, shall be effective:
 - (i.) At any time, without charge, as to a natural gas Program, if NOPEC is not enrolling natural gas customers in that Member's

community or offering a natural gas Program for a Member participating in the Council's aggregation Program for natural gas; or

- (ii.) At any time, without charge, as to an electric Program, if NOPEC is not enrolling electric customers in that Member's community or offering an electric program for a Member participating in the Council's electric aggregation Program; or
- (iii.) Without charge, with at least six (6) months prior written notice before any two (2) or three (3) year opt-out period expires for an existing Council natural gas or electric Program under which service is being provided to customers in the Member's community; or
- (iv.) At any other time, with six (6) months written notice, but only if the Member pays NOPEC the Administrative Fee.

A withdrawal from participation in a Council Program is not a withdrawal from Membership as long as the Member continues to participate in at least one Council Program.

- (c) Any notification of withdrawal of a Member from Membership in the Council or from participation in a Council Program must include (i) a certified copy of duly adopted legislation of the governing body of the withdrawing Member authorizing such withdrawal; and (ii) a Fiscal Officer's Certificate evidencing the appropriation of funds sufficient to pay the Council the Administrative Fee, if applicable.
- (d) So long as the Council does not charge its Members a fee to be a Member of the Council, any Member withdrawing from a Program (unless such withdrawal is in compliance with Sections 6 (b)(i), (ii) or (iii)) shall, prior and as a condition to its withdrawal, pay the Council a withdrawal fee which shall not be a penalty for withdrawing from any Program(s) and which shall be calculated by the Council as the compensation that the Council would have received from the supplier(s) to the Program(s) as it relates to the withdrawing Member during a one (1) year period (the "Administrative Fee").
- (e) After withdrawal from membership in the Council, the withdrawing Member may not become a Member again until it has fully complied with the procedures contained in Section 7 of the Agreement.

Section 7. Inclusion of Additional Members.

Any municipal corporation, county or township in the State of Ohio may apply to become a Member of the Council by submitting an application in writing to the Board of Directors,

accompanied by duly adopted legislation authorizing inclusion in the Council, execution of this Agreement and approval of the Bylaws. Prior to the Assembly's next meeting, the Board of Directors shall review the application and recommend to the Assembly whether the applicant municipal corporation, county, township or regional council of governments should be included in the Council. At the Assembly's next meeting, it shall act upon the Board of Directors' recommendation by duly adopted resolution. The applicant municipal corporation, county, township, or regional council of governments shall be included in the Council and deemed a Member hereunder if its inclusion is approved by the affirmative vote of at least two-thirds (2/3) of the representatives in the Assembly and the applicant municipal corporation, county, township or regional council of governments executes the Agreement, and appropriates and remits to the Fiscal Agent an initial monetary assessment for Aggregation Costs in an amount recommended by the Board of Directors and approved by the Assembly. The applicant shall thereafter be a Member and be assessed its portion of the Aggregation Costs by the same method and using the same formula as any other member, in accordance with the Bylaws.

Section 8. Amendments.

This Agreement may be modified, amended, or supplemented in any respect not prohibited by law upon the approval of the modification, amendment or supplement by the representatives of at least two-thirds (2/3) of the Members; and the amendment, modification, or supplement shall thereupon become binding upon all Members.

Section 9. Term of the Agreement.

It is the express intention of the Members that this Agreement shall continue for an indefinite term, but may be terminated as herein provided.

Section 10. Termination of the Agreement.

In the event that the governing bodies of two-thirds (2/3) of the Members, by duly adopted legislation, determine that this Agreement shall be terminated, the Board of Directors shall meet within thirty (30) days following its receipt of certified copies of the legislation. At that meeting, the Board of Directors shall determine the date upon which this Agreement and the activities and operations of the Council shall terminate and make recommendations to the Assembly with respect to any matter which must be resolved in connection with the termination of the Council and which is not addressed by this Agreement, the Bylaws, or any Program Agreement.

Upon termination of this Agreement, any Additional Program Agreement shall automatically terminate. After payment of all known obligations of the Council in connection with each Additional Program, any surplus remaining in any Additional Program fund shall be distributed among the participating Members in the manner provided in the Additional Program Agreement. After payment of all known obligations of the Council, any surplus remaining in the Aggregation Fund shall be distributed among the Members as determined by the Board of Directors.

No Member shall be required, by or under this Agreement or the Bylaws, by an amendment or otherwise, to pay any sum upon termination hereof, unless it shall have expressly agreed thereto.

Section 11. Effectiveness and Counterparts of the Agreement.

This Agreement shall not be effective until (i) the Agreement is signed by the representatives of not less than ten (10) Members as authorized by duly adopted legislation of the governing body of each of those Members; and (ii) the voters of those Members have approved the Aggregation Program in accordance with Ohio Revised Code Section 4928.20. This Agreement may be signed in separate counterparts on behalf of any one or more than one, of the Members, without necessity for any one counterpart to be signed on behalf of all Members. Separately signed counterparts shall be filed with the Fiscal Agent and shall constitute one Agreement.

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ADOPTED THE 8th DAY OF NOVEMBER, 2000

AMENDED THE 27th DAY OF JUNE, 2002

AMENDED THIS 13th DAY OF NOVEMBER, 2008

AMENDED THIS 10th DAY OF NOVEMBER, 2015

NORTHEAST OHIO PUBLIC ENERGY COUNCIL

By: _____
_____, Chairman

MEMBER:

AUSTINTOWN TOWNSHIP

By: Ben N. [Signature]

Its: Board Chairman

Per 12/15/25

AUSTINTOWN TOWNSHIP, MAHONING COUNTY, OHIO
RESOLUTION NUMBER 25-12-15-47

APPROVING THE PLAN OF OPERATION AND GOVERNANCE
FOR THE NOPEC ELECTRICITY AGGREGATION PROGRAM,
FOR THE PURPOSE OF JOINTLY ESTABLISHING AND
IMPLEMENTING AN ELECTRICITY AGGREGATION
PROGRAM, AND DECLARING AN EMERGENCY

WHEREAS, this Board of Austintown Township Trustees (“Board”) previously enacted legislation authorizing Austintown Township (the “Township”) to establish an electricity aggregation program pursuant to Section 4928.20, Ohio Revised Code (the “Electricity Aggregation Program”), for the residents, businesses and other electric consumers in the Township, and for that purpose, to act jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law; and

WHEREAS, by joining the Northeast Ohio Public Energy Council, the Township will be able to act jointly with other member political subdivisions and thereby maximize the potential benefits of electricity deregulation through group purchasing efforts; and

WHEREAS, this Board pursuant to Section 4928.20, Ohio Revised Code, has held two (2) public hearings on the Plan of Operation and Governance for the NOPEC Electricity Aggregation Program.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TOWNSHIP TRUSTEES OF THE TOWNSHIP OF AUSTINTOWN, COUNTY OF MAHONING, AND STATE OF OHIO, THAT:

SECTION 1. This Board hereby approves and adopts the Plan of Operation and Governance of the NOPEC Electricity Aggregation Program (in the form presented to this Board and on file with the Fiscal Officer).

SECTION 2. It is found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were adopted in open meetings of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including the Township’s rules and Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Township, and for the further reason that this Resolution is required to be immediately effective in order to maximize the potential benefit through the Electricity Aggregation Program provided by NOPEC; wherefore, this Resolution shall be in full force and effect immediately upon its adoption and approval by the Board of Trustees of the Township.

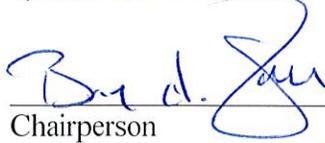
DATED ADOPTED: December 15, 2025

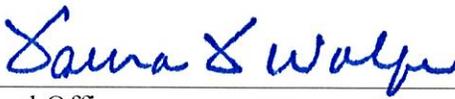
Austintown Township Trustees,
Township of Austintown, Ohio

ATTEST:

this 15th day of December, 2025

Approved this 15th day of
December, 2025


Chairperson


Fiscal Officer


Trustee


Trustee

AUSTINTOWN TOWNSHIP, MAHONING COUNTY, OHIO

RESOLUTION NUMBER 25-12-15-46

A RESOLUTION AUTHORIZING THE TOWNSHIP TO ENTER INTO THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL (“NOPEC”) AND THE EXECUTION AND DELIVERY OF THE AGREEMENT ESTABLISHING NOPEC AND APPROVING THE BYLAWS OF NOPEC, AND DECLARING AN EMERGENCY

WHEREAS, the Board of Austintown Township Trustees (“Board”) has established an electric aggregation program pursuant to Section 4928.20, Ohio Revised Code (the “Electric Program”), for the residents, businesses and other consumers located within the Township of Austintown (the “Township”), and for that purpose, to act jointly with any other village, city, township, municipal corporation, county or other political subdivision of the State of Ohio, as permitted by law; and

WHEREAS, by joining the Northeast Ohio Public Energy Council (“NOPEC”), the Township will be able to act jointly with other member political subdivisions and thereby maximize the potential benefit of electric deregulation through group purchasing efforts.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF AUSTINTOWN TOWNSHIP TRUSTEES, COUNTY OF MAHONING, AND STATE OF OHIO, THAT:

SECTION 1. The Board of Austintown Township Trustees finds and determines that it is in the best interest of the Township, including the electric consumers located within the Township, in the County of Mahoning, to join NOPEC and to adopt the NOPEC Bylaws, for the purpose of establishing and implementing the Electric Program within the Township.

SECTION 2. The Chairman of the Board of Township Trustees is hereby authorized and directed to execute and deliver the Agreement Establishing the Northeast Ohio Public Energy Board, as amended (the “NOPEC Agreement”). The NOPEC Agreement shall be substantially in the form presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions which are consistent with this Resolution and are not substantially adverse to the Township and as may be approved by the Chairman of the Board, which approval shall be conclusively evidenced by the execution of the NOPEC Agreement.

SECTION 3. The Board hereby approves and adopts the Bylaws of NOPEC (in the form attached to the NOPEC Agreement).

SECTION 4. It is found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were adopted in open meetings of this

Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including the Township's rules and Section 121.22 of the Ohio Revised Code. This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Township, wherefore, this Resolution shall be in full force and effect immediately upon its adoption and approval by the Board.

SECTION 5. This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Township, and for the further reason that this Resolution is required to be immediately effective in order to maximize the potential benefit through the Electric Program provided by NOPEC.

DATED ADOPTED: December 15, 2025

Austintown Township Trustees,
Township of Austintown, Ohio

ATTEST:

this 15th day of December, 2025

Approved this 15 day of
December, 2025

Sandra S. Walz

Fiscal Officer

Bruce M. Jones
Chairperson

Red [Signature]
Trustee

Monica S. Daniels
Trustee

AUSTINTOWN TOWNSHIP

Mahoning County, Ohio

TRUSTEES

MONICA S. DEAVERS

ROBERT J. SANTOS

BRUCE N. SHEPAS



FISCAL OFFICER

LAURA L. WOLFE

ADMINISTRATOR

ATTY. MARK D'APOLITO

MEMORANDUM OF UNDERSTANDING

1. This MOU controls to the extent that it is inconsistent with the C. B.A.; specifically, Article 19 – Salaries and Compensation and MOU dated 10/09/23 pertaining to maintenance as it relates to Fire Inspector and Maintenance position.
2. The parties agree that the wages for these positions will be:
Fire Inspector \$68,500.00
Maintenance \$68,500.00
3. These wages will be in effect until approval of the next C.B.A.
4. The parties desire to incorporate these changes into the C.B.A. taking effect 4/1/2026.

Dated: 12/15/25

For the Township

Mark D'Apollito
Twp. Admin.
Pen Mtg. 12/15/25

For the Union

AUSTINTOWN TOWNSHIP

Mahoning County, Ohio



AUSTINTOWN TOWNSHIP

Regular and Public Staff Meetings of the Board of Trustees for 2026

All meetings listed below are on Monday (all meetings subject to change)

January 5, 2026 at Township Hall at 5:30 P.M.

January 26, 2026 at Township Hall at 9:30 A.M. # (Jan 19 is a Holiday)

February 2, 2026 at Township Hall at 5:30 P.M.

February 23, 2026 at Township Hall at 9:30 A.M. # (Feb 16 is a Holiday)

March 2, 2026 at Township Hall at 5:30 P.M.

March 16, 2026 at Township Hall at 9:30 A.M. #

April 6, 2026 at Township Hall at 5:30 P.M.

April 20, 2026 at Township Hall at 9:30 A.M. #

May 4, 2026 at Township Hall at 5:30 P.M.

May 18, 2026 at Township Hall at 9:30 A.M. #

June 1, 2026 at Township Hall at 5:30 P.M.

June 15, 2026 at Township Hall at 9:30 A.M. #

July 6, 2026 at Township Hall at 5:30 P.M.

July 20, 2026 at Township Hall at 9:30 A.M. #

August 3, 2026 at Township Hall at 5:30 P.M.

August 17, 2026 at Township Hall at 9:30 A.M. #

September 14, 2026 at Township Hall at 5:30 P.M. (Sep 7 is a Holiday)

September 21, 2026 at Township Hall at 9:30 A.M. #

October 5, 2026 at Township Hall at 5:30 P.M.

October 19, 2026 at Township Hall at 9:30 A.M. #

November 9, 2026 at Township Hall at 5:30 P.M. (Nov 3 is Election Day)

November 16, 2026 at Township Hall at 9:30 A.M. #

December 7, 2026 at Township Hall at 5:30 P.M.

December 21, 2026 at Township Hall at 9:30 A.M. #

Note: If Holiday falls on the First Monday of the month, the meeting will be held on the Second Monday. Special and Emergency meetings will be scheduled as necessary to address urgent township matters pursuant to Ohio Law and in the same manner as this schedule.

12/15 Mtg

AUSTINTOWN TOWNSHIP

Mahoning County, Ohio

TRUSTEES

MONICA S. DEEVERS

ROBERT J. SANTOS

BRUCE N. SHEPAS



FISCAL OFFICER

LAURA L. WOLFE

ADMINISTRATOR

ATTY. MARK D'APOLITO

2026 Approved Employee Holidays

New Year's Day	Thursday	January 1, 2026
Martin Luther King	Monday	January 19, 2026
President's Day	Monday	February 16, 2026
Memorial Day	Monday	May 25, 2026
Juneteenth	Friday	June 19, 2026
Fourth of July	Friday	July 3, 2026 *
Labor Day	Monday	September 7, 2026
Columbus Day	Monday	October 12, 2026 **
Veteran's Day	Wednesday	November 11, 2026
Thanksgiving Day	Thursday	November 26, 2026
	FRIDAY in lieu of Columbus Day Off**	November 27, 2026
Christmas Eve Holiday	Thursday	December 24, 2026
Christmas Day Holiday	Friday	December 25, 2026

*Saturday July 4th are the holidays for Police Patrol, Fire Crew and Dispatch

** Friday after Thanksgiving Off in lieu of Columbus Day (Oct. 12, 2026)

2026 Date and time for HALLOWEEN; Saturday, October 31, 2026 from 5:30 P.M. – 7:30 P.M.

12/15/19