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# Memorandum

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*To:* Mayor and Members of City Council  
*cc:* City Manager, City Law Director, Interim Finance Director  
*From:* Roxanne  
*Regarding:* General Information  
*Date:* January 11, 2019

## ■ CALENDAR

### **Monday, January 14, 2019**

- **AGENDA–Electric Committee @6:15 pm with BOPA**
  1. Approval of Minutes.
  2. Review/Approval of January 2019 PSCAF.
  3. Discussion on AMP O&M Agreement
    - i. a copy of the Operations & Maintenance Agreement with AMP is enclosed.
  4. Electric Department Reports
    - i. the Electric Department Reports from December 2018 are attached.
- **AGENDA–Municipal Properties, Buildings, Land Use & Economic Development Comm. at 7:00 pm**
  1. Approval of Minutes.
  2. Clairmont Avenue Proposal from Napoleon Area Schools.
    - i. Attached are letters received from Dr. Fogo and also letters the City Manager has sent to Napoleon Schools along with a construction estimate.
  3. Discussion on CRA Agreements.
    - i. a copy of the Ridi CRA Agreement is attached.
  4. Steve and Julie Busch CRA Agreement.
    - i. the CRA for Just Busch is enclosed.
- **CANCELED - Water, Sewer, Refuse, Recycling & Litter Committee**

### **Thursday, January 17, 2019**

- **AGENDA–SPECIAL JOINT MEETING with Municipal Properties Committee and City Council**  
*from 6:30 pm – 8:00 pm at Oberhaus Park Shelterhouse*
  1. Community Forum on the City's Master Plan Update

## **MISCELLANEOUS INFORMATION**

1. OML Legislative Bulletin/January 11, 2019.
2. AMP Weekly Update/January 11, 2019

Records Retention - CM-11 - 2 Years

# January 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		<b>1</b> New Year's Day <div>CITY OFFICES CLOSED</div>	<b>2</b>	<b>3</b> <b>12:00 Noon</b> Personnel Committee	<b>4</b>	<b>5</b>
<b>6</b>	<b>7</b> 7:00 pm City Council	<b>8</b> 4:30 pm Civil Service Commission	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
<b>13</b>	<b>14</b> 6:15 pm Electric Comm. 6:15 pm BOPA 7:00 pm Municipal Properties	<b>15</b>	<b>16</b>	<b>17</b> <b>6:30 pm</b> Public Forum at Oberhaus Shelterhouse on City's Master Plan Update	<b>18</b>	<b>19</b>
<b>20</b>	<b>21</b> 6:00 pm Tree Commission 6:00 pm Parks & Rec Comm 7:00 pm City Council	<b>22</b>	<b>23</b> <b>5:00 pm</b> Preservation Commission	<b>24</b>	<b>25</b>	<b>26</b>
<b>27</b>	<b>28</b> 6:30 pm Personnel Committee 7:30 pm Safety & HR	<b>29</b>	<b>30</b> 6:30 pm Parks & Rec Board	<b>31</b>	Notes:	

*City of Napoleon, Ohio*

## **ELECTRIC COMMITTEE**

Meeting Agenda

**Monday, January 14, 2019 at 6:15 pm**

LOCATION: Council Chambers, 255 West Riverview Avenue, Napoleon, Ohio

- 1) Approval of Minutes: October 08, 2018 *(In the absence of any objections or corrections, the Minutes shall stand approved).*
- 2) Review/Approval of the Power Supply Cost Adjustment Factor for January 2019: PSCAF – three (3) month averaged factor \$0.02197  
JV2 \$0.036239  
JV5 \$0.036239
- 3) Discussion on AMP O&M Agreement.
- 4) Electric Department Reports.
- 5) Any other matters to come before the Committee.
- 6) Adjournment.



Roxanne Dietrich

*Interim Clerk of Council*

## ELECTRIC COMMITTEE

**Monday, October 08, 2018 at 6:15 pm**

## Committee Member

Travis Sheaffer

Acting Chair Bialorucki called the Electric Committee meeting to order at 6:15 pm.

Hearing no corrections or objections, the minutes from the September 10, 2018 meeting stand approved.

Motion: Siclair                      Second: Bialorucki  
to accept the BOPA recommendation to approve the October 2018 PSCAF as  
three month averaged factor \$0.01451, JV2 \$0.027145 and JV5 \$0.027145.

Mazur informed the committee and board that starting in 2019 AMP will not be doing separate bills for the JV units. This is the August billing period where we saw high usage, a new high of 31.9 mg was set on August 27<sup>th</sup> and our second highest of 31.2 mg was on the following day, August 28<sup>th</sup>, the peak was between 7:00 pm – 8:00 pm, 31.9 mg will be the determinant used for next year's transmission rates.

Roll call vote on the above motion:  
Yea-Siclair, Bialorucki  
Nay-

Mazur reported the documents have been finalized for the sale of our assets and we cleared just over one million dollars, that money will go towards paying down the AMP Solar Field debt which is around \$1.8 million. We are in the process of developing an operations and maintenance plan with AMP where we will get paid to continue maintaining the assets and AMP will be able to recover that in transmission rates.

Mazur stated AMP recommends Napoleon take up to 6.9 MW on the peak shaving project my recommendation would be to only take 4 MW, with



technology changes coming down the road, ie. battery storage, taking the MW recommended by AMP would limit us. AMP will be at a future meeting to further explain this project. DeWit asked why we can't use the diesel units we own? Mazur said we do use them this would be purely economics. DeWit suggested if we consider this project that we begin with one that we can start ourselves here in Napoleon. Dr. Cordes asked if we have enough peak shaving behind our meters why be involved with the peak shaving project? Mazur replied, it is purely economics there will be no benefit to Napoleon until our units start getting older, the JV2 unit was built around 1994. Clapp said the units have a lot of age but have been upgraded.

**Electric Department  
Reports**

Clapp reported there was an unusual amount of outages caused by animals in September.

**Other Matters**

None.

**Motion to Adjourn  
Electric Committee Mtg.**

Motion: Siclair Second: Bialorucki  
to adjourn the Electric Committee meeting at 6:50 pm.

**Passed**

**Yea-2**

**Nay-0**

Roll call vote on the above motion:

Yea-Siclair, Bialorucki

Nay-

**Approved**

**January 14, 2019**

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Travis Sheaffer - Chair

## CITY OF NAPOLEON, OHIO - PSCAF

## POWER SUPPLY COST ADJUSTMENT FACTOR (PSCAF) - COMPUTATION OF MONTHLY PSCAF

COMPUTATIONS WITH CORRECTED DATA FROM JULY, 2015, THROUGH MARCH, 2017

AMP Billed Usage Month	PSCAF City Billing Month	AMP - kWh Delivered As Listed on AMP Invoices	Purchased Power Supply Costs (*=Net of Known) (+ OR - Other Cr's)	Rolling 3-Month Totals		Rolling 3 Month Average Cost	Less: Fixed Base Power Supply Cost	PSCA Dollar Difference + or (-)	PSCA-Corrted. 3 MONTH AVG.FACTOR + Line Loss
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
		Actual Billed	Actual Billed w/Cr's	c + prior 2 Mo	d + prior 2 Mo	f / e	\$0.07194 Fixed	g + h	i X 1.075
Apr'17	June '17	11,497,068	\$ 943,085.70	36,300,174	\$ 2,924,984.16	\$ 0.08058	\$ (0.07194)	\$ 0.00864	\$ 0.00929
May'17	July '17	12,213,395	\$ 1,006,024.23	36,646,955	\$ 3,018,687.78	\$ 0.08237	\$ (0.07194)	\$ 0.01043	\$ 0.01121
June'17	Aug '17	13,580,367	\$ 1,096,910.02	37,290,830	\$ 3,046,019.95	\$ 0.08168	\$ (0.07194)	\$ 0.00974	\$ 0.01047
July'17	Sep '17	14,573,346	\$ 1,192,319.89	40,367,108	\$ 3,295,254.14	\$ 0.08163	\$ (0.07194)	\$ 0.00969	\$ 0.01042
Aug'17	Oct '17	14,326,956	\$ 1,182,800.05	42,480,669	\$ 3,472,029.96	\$ 0.08173	\$ (0.07194)	\$ 0.00979	\$ 0.01052
Sept'17	Nov'17	12,915,106	\$ 1,041,374.28	41,815,408	\$ 3,416,494.22	\$ 0.08170	\$ (0.07194)	\$ 0.00976	\$ 0.01049
Oct'17	Dec'17	12,743,776	*\$ 1,064,421.41	39,985,838	\$ 3,288,595.74	\$ 0.08224	\$ (0.07194)	\$ 0.01030	\$ 0.01107
Nov'17	Jan'18	12,424,075	\$ 1,088,533.30	38,082,957	\$ 3,194,328.99	\$ 0.08388	\$ (0.07194)	\$ 0.01194	\$ 0.01284
Dec'17	Feb'18	13,391,143	\$ 1,149,912.68	38,558,994	\$ 3,302,867.39	\$ 0.08566	\$ (0.07194)	\$ 0.01372	\$ 0.01475
Jan'18	Mar'18	13,957,533	\$ 1,336,329.96	39,772,751	\$ 3,574,775.94	\$ 0.08988	\$ (0.07194)	\$ 0.01794	\$ 0.01929
Feb'18	Apr'18	12,213,852	*\$ 914,897.80	39,562,528	\$ 3,401,140.44	\$ 0.08597	\$ (0.07194)	\$ 0.01403	\$ 0.01508
Mar'18	May'18	12,894,285	*\$ 1,115,898.14	39,065,670	\$ 3,367,125.90	\$ 0.08619	\$ (0.07194)	\$ 0.01425	\$ 0.01532
Apr'18	June'18	11,995,837	\$ 1,154,645.74	37,103,974	\$ 3,185,441.68	\$ 0.08585	\$ (0.07194)	\$ 0.01391	\$ 0.01495
May'18	July'18	12,812,421	\$ 1,184,249.00	37,702,543	\$ 3,454,792.88	\$ 0.09163	\$ (0.07194)	\$ 0.01969	\$ 0.02117
June'18	Aug'18	13,813,277	\$ 1,230,516.92	38,621,535	\$ 3,569,411.66	\$ 0.09242	\$ (0.07194)	\$ 0.02048	\$ 0.02202
July'18	Sep'18	15,234,049	\$ 1,312,135.13	41,859,747	\$ 3,726,901.05	\$ 0.08903	\$ (0.07194)	\$ 0.01709	\$ 0.01837
Aug'18	Oct'18	15,634,242	\$ 1,275,023.19	44,681,568	\$ 3,817,675.24	\$ 0.08544	\$ (0.07194)	\$ 0.01350	\$ 0.01451
Sep'18	Nov'18	13,195,770	\$ 1,197,316.71	44,064,061	\$ 3,784,475.03	\$ 0.08589	\$ (0.07194)	\$ 0.01395	\$ 0.01500
Oct'18	Dec'18	12,827,093	\$ 1,201,860.98	41,657,105	\$ 3,674,200.88	\$ 0.08820	\$ (0.07194)	\$ 0.01626	\$ 0.01748
Nov'18	Jan'19	12,694,035	\$ 1,177,330.24	38,716,898	\$ 3,576,507.93	\$ 0.09238	\$ (0.07194)	\$ 0.02044	\$ 0.02197

\* Total Includes Other (-) Credits / (+) Debits in Purchased Power Costs, Not Listed on AMP Billings:

## PSCAF - Preparers Signature:

Name - Lori A. Rausch, Utility Billing Administrator



12/18/2018

Signature Date

## PSCAF - Reviewers Signature:

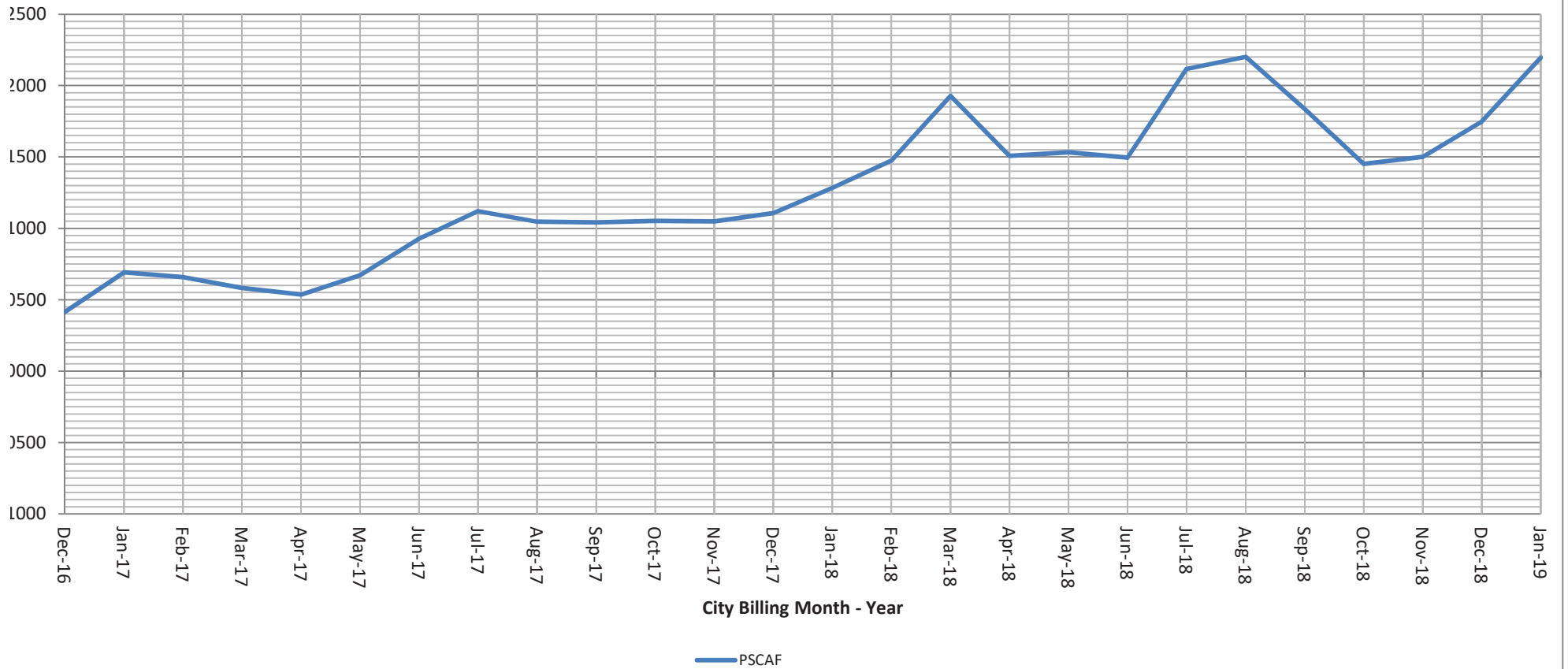
Name - Christine R. Peddicord, Asst. Finance Director



12/18/2018

Signature Date

## Power Supply Cost Adjustment Factor - PSCAF



<b>BILLING SUMMARY AND CONSUMPTION for BILLING CYCLE - JANUARY, 2019</b>									
<b>2019 - JANUARY BILLING WITH NOVEMBER 2018 AMP BILLING PERIOD AND DECEMBER 2018 CITY CONSUMPTION AND BILLING DATA</b>									
<b>PREVIOUS MONTH'S POWER BILLS - PURCHASED POWER KWH AND COST ALLOCATIONS BY DEMAND &amp; ENERGY:</b>									
DATA PERIOD	MONTH / YR	DAYS IN MONTH	MUNICIPAL PEAK						
AMP-Ohio Bill Month	NOVEMBER, 2018	30	22.138						
City-System Data Month	DECEMBER, 2018	31							
City-Monthly Billing Cycle	JANUARY, 2019	31							
<b>=====CONTRACTED AND OPEN MARKET POWER=====</b>									
<b>==PEAKING==</b>									
<b>=====HYDRO POWER=====</b>									
( PURCHASED POWER-RESOURCES -> (	AMP CT	FREEMONT ENERGY	PRAIRIE STATE SCHED. @ PJMC	MORGAN STNLY. REPLMNT. 2015-20	NORTHERN POWER	JV-2 PEAKING	AMP-HYDRO CSW	MELDAHL-HYDRO SCHED. @	GREENUP HYDRO SCHED. @
( SCHED. @ ATSI	SCHEDULED	REPLMT@ PJMC	7x24 @ AD	POOL	SCHED. @ ATSI	SCHED. @ PJMC	MELDAHL BUS	GREENUP BUS	
Delivered kWh (On Peak) ->	0	2,863,113	3,539,218	2,736,000	587,019	24	521,356	89,659	22,070
Delivered kWh (Off Peak) ->					287,283				
Delivered kWh (Replacement/Losses/Offset) ->									
Delivered kWh/Sale (Credits) ->					-963,183				
<b>Net Total Delivered kWh as Billed -&gt;</b>	<b>0</b>	<b>2,863,113</b>	<b>3,539,218</b>	<b>2,736,000</b>	<b>-88,881</b>	<b>24</b>	<b>521,356</b>	<b>89,659</b>	<b>22,070</b>
Percent % of Total Power Purchased->	0.0000%	22.5548%	27.8810%	21.5534%	-0.7002%	0.0002%	4.1071%	0.7063%	0.1739%
<b>COST OF PURCHASED POWER:</b>									
<b>DEMAND CHARGES (+Debits)</b>									
Demand Charges	\$31,620.00	\$33,588.73	\$57,642.82			\$636.24	\$213,447.96	\$17,302.32	\$2,258.33
Debt Services (Principal & Interest)		\$44,287.77	\$100,580.99						\$6,468.58
<b>DEMAND CHARGES (-Credits)</b>									
Transmission Charges (Demand-Credits)	-\$48,665.72					-\$891.76			
Capacity Credit	-\$47,748.21	-\$38,154.64	-\$19,510.42			-\$1,125.71	-\$3,794.75	-\$2,312.24	-\$1,225.32
<b>Sub-Total Demand Charges</b>	<b>-\$64,793.93</b>	<b>\$39,721.86</b>	<b>\$138,713.39</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>-\$1,381.23</b>	<b>\$209,653.21</b>	<b>\$14,990.08</b>	<b>\$7,501.59</b>
<b>ENERGY CHARGES (+Debits):</b>									
Energy Charges - (On Peak)	\$0.00	\$108,146.83	\$41,407.10	\$172,231.20	\$24,767.80	\$0.89	\$16,553.06	\$2,846.69	\$66.81
Energy Charges - (Replacement/Off Peak)					\$9,625.00				
Net Congestion, Losses, FTR		\$7,036.66	\$13,737.14	\$1,516.08			\$2,098.88	\$197.58	\$14.75
Transmission Charges (Energy-Debits)			\$21,623.38						
ESPP Charges									
Bill Adjustments (General & Rate Levelization)		-\$76.97	-\$25,429.23			\$3.13			-\$5,976.90
<b>ENERGY CHARGES (-Credits or Adjustments):</b>									
Energy Charges - On Peak (Sale or Rate Stabilization)					-\$37,613.78				
Net Congestion, Losses, FTR					\$1,768.17				
Bill Adjustments (General & Rate Levelization)							-\$912.37	-\$156.90	-\$38.62
<b>Sub-Total Energy Charges</b>	<b>\$0.00</b>	<b>\$115,106.52</b>	<b>\$51,338.39</b>	<b>\$173,747.28</b>	<b>-\$1,452.81</b>	<b>\$4.02</b>	<b>\$17,739.57</b>	<b>\$2,887.37</b>	<b>-\$5,933.96</b>
<b>TRANSMISSION &amp; SERVICE CHARGES, MISC.:</b>									
RPM / PJM Charges Capacity - (+Debit)									
RPM / PJM Charges Capacity - (-Credit)									
Service Fees AMP-Dispatch Center - (+Debit/-Credit)									
Service Fees AMP-Part A - (+Debit/-Credit)									
Service Fees AMP-Part B - (+Debit/-Credit)									
Other Charges & Bill Adjustments - (+Debit/-Credit)									
<b>Sub-Total Service Fees &amp; Other Charges</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL NET COST OF PURCHASED POWER</b>	<b>-\$64,793.93</b>	<b>\$154,828.38</b>	<b>\$190,051.78</b>	<b>\$173,747.28</b>	<b>-\$1,452.81</b>	<b>-\$1,377.21</b>	<b>\$227,392.78</b>	<b>\$17,877.45</b>	<b>\$1,567.63</b>
Percent % of Total Power Cost->	-5.5035%	13.1510%	16.1426%	14.7577%	-0.1234%	-0.1170%	19.3143%	1.5185%	0.1332%
<b>Purchased Power Resources - Cost per kWh-&gt;</b>	<b>\$0.000000</b>	<b>\$0.054077</b>	<b>\$0.053699</b>	<b>\$0.063504</b>	<b>-\$0.016346</b>	<b>-\$57.383750</b>	<b>\$0.436156</b>	<b>\$0.199394</b>	<b>\$0.071030</b>

<b>BILLING SUMMARY AND CONS</b>									
<b>2019 - JANUARY BILLING WITH NOVEMBER 2018</b>									
<b>PREVIOUS MONTH'S POWER BILLS - PU</b>									
<b>DATA PERIOD</b>									
AMP-Ohio Bill Month									
City-System Data Month									
City-Monthly Billing Cycle									
	===== WIND ===== SOLAR ===== TRANSMISSION, SERVICE FEES & MISC. CONTRACTS =====								
(	NYPA	JV-5	JV-6	AMP SOLAR	EFFNCY.SMART	TRANSMISSION	SERVICE FEES	MISCELLANEOUS	TOTAL -
<b>PURCHASED POWER-RESOURCES -&gt; (</b>	<b>HYDRO</b>	<b>HYDRO</b>	<b>WIND</b>	<b>PHASE 1</b>	<b>POWER PLANT</b>	<b>CHARGES</b>	<b>DISPATCH, A &amp; B</b>	<b>CHARGES &amp;</b>	<b>ALL</b>
(	SCHED. @ NYIS	7x24 @ ATSI	SCHED. @ ATSI	SCHED. @ ATSI	2017 - 2020	Other Charges	Other Charges	LEVELIZATION	RESOURCES
Delivered kWh (On Peak) ->	669,909	2,223,360	49,249	36,438	0	0	0	0	13,337,415
Delivered kWh (Off Peak) ->									287,283
Delivered kWh (Replacement/Losses/Offset) ->		32,520							32,520
Delivered kWh/Sale (Credits) ->									-963,183
<b>Net Total Delivered kWh as Billed -&gt;</b>	<b>669,909</b>	<b>2,255,880</b>	<b>49,249</b>	<b>36,438</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12,694,035</b>
Percent % of Total Power Purchased->	5.2774%	17.7712%	0.3880%	0.2870%	0.0000%	0.0000%	0.0000%	0.0000%	100.0001%
								Verification Total ->	100.0000%
<b>COST OF PURCHASED POWER:</b>									
<b>DEMAND CHARGES (+Debits)</b>									
Demand Charges	\$7,228.37	\$34,667.97	\$1,593.83			\$133,603.84			\$533,590.41
Debt Services (Principal & Interest)		\$55,367.84							\$206,705.18
<b>DEMAND CHARGES (-Credits)</b>									
Transmission Charges (Demand-Credits)		-\$13,897.28	-\$46.75						-\$63,501.51
Capacity Credit	-\$4,685.99	-\$15,470.15	-\$99.50						-\$134,126.93
<b>Sub-Total Demand Charges</b>	<b>\$2,542.38</b>	<b>\$60,668.38</b>	<b>\$1,447.58</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$133,603.84</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$542,667.15</b>
<b>ENERGY CHARGES (+Debits):</b>									
Energy Charges - (On Peak)	\$7,543.55	\$46,127.06		\$3,170.07		\$3,402.14			\$426,263.20
Energy Charges - (Replacement/Off Peak)									\$9,625.00
Net Congestion, Losses, FTR	\$2,066.57								\$26,667.66
Transmission Charges (Energy-Debits)									\$21,623.38
ESPP Charges					\$18,012.14				\$18,012.14
Bill Adjustments (General & Rate Levelization)									-\$31,479.97
<b>ENERGY CHARGES (-Credits or Adjustments):</b>									
Energy Charges - On Peak (Sale or Rate Stabilization)									-\$37,613.78
Net Congestion, Losses, FTR									\$1,768.17
Bill Adjustments (General & Rate Levelization)	-\$691.75							\$0.00	-\$1,799.64
<b>Sub-Total Energy Charges</b>	<b>\$8,918.37</b>	<b>\$46,127.06</b>	<b>\$0.00</b>	<b>\$3,170.07</b>	<b>\$18,012.14</b>	<b>\$3,402.14</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$433,066.16</b>
<b>TRANSMISSION &amp; SERVICE CHARGES, MISC.:</b>									
RPM / PJM Charges Capacity - (+Debit)						\$191,451.39			\$191,451.39
RPM / PJM Charges Capacity - (-Credit)									\$0.00
Service Fees AMP-Dispatch Center - (+Debit/-Credit)							\$0.00		\$0.00
Service Fees AMP-Part A - (+Debit/-Credit)							\$2,774.03		\$2,774.03
Service Fees AMP-Part B - (+Debit/-Credit)							\$7,371.51		\$7,371.51
Other Charges & Bill Adjustments - (+Debit/-Credit)								\$0.00	\$0.00
<b>Sub-Total Service Fees &amp; Other Charges</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$191,451.39</b>	<b>\$10,145.54</b>	<b>\$0.00</b>	<b>\$201,596.93</b>
<b>TOTAL NET COST OF PURCHASED POWER</b>	<b>\$11,460.75</b>	<b>\$106,795.44</b>	<b>\$1,447.58</b>	<b>\$3,170.07</b>	<b>\$18,012.14</b>	<b>\$328,457.37</b>	<b>\$10,145.54</b>	<b>\$0.00</b>	<b>\$1,177,330.24</b>
Percent % of Total Power Cost->	0.9735%	9.0710%	0.1230%	0.2693%	1.5299%	27.8985%	0.8617%	0.0000%	100.0003%
								Verification Total ->	\$1,177,330.24
<b>Purchased Power Resources - Cost per kWh-&gt;</b>	<b>\$0.017108</b>	<b>\$0.047341</b>	<b>\$0.029393</b>	<b>\$0.086999</b>	<b>\$0.000000</b>	<b>\$0.000000</b>	<b>\$0.000000</b>	<b>\$0.000000</b>	<b>\$0.092747</b>
									(Northern Pool Power - On-Peak + Off-Peak - Energy Charge/kWH) = JV2 Electric Service Rate ->
									\$0.036239
									(Northern Pool Power - On-Peak + Off-Peak - Energy Charge/kWH) = JV5 Electric Service Rate ->
									\$0.036239



**AMERICAN MUNICIPAL POWER, INC.**

1111 Schrock Rd, Suite 100

COLUMBUS, OHIO 43229

PHONE: (614) 540-1111

FAX: (614) 540-1078

**INVOICE NUMBER:** 205471

**INVOICE DATE:** 12/14/2018

**DUE DATE:** 12/31/2018

**TOTAL AMOUNT DUE:** \$1,038,934.17

**CUSTOMER NUMBER:** 5020

**CUSTOMER P.O. #:** RG10046

PLEASE WRITE INVOICE NUMBER ON  
REMITTANCE. MAKE CHECK PAYABLE TO AMP

**City of Napoleon**

Gregory J. Heath, Finance Director  
255 W. Riverview Ave., P.O. Box 151  
Napoleon, Ohio 43545-0151

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**Northern Power Pool Billing - November, 2018**

MUNICIPAL PEAK: 22,138 kW  
TOTAL METERED ENERGY: 12,709,502 kWh

Total Power Charges:	\$700,331.26
Transmission / Capacity / Ancillary Services:	\$328,457.37
Total Other Charges:	\$10,145.54
Total Miscellaneous Charges:	\$0.00

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<b>GRAND TOTAL POWER INVOICE:</b>	<b>\$1,038,934.17</b>
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**DETAIL INFORMATION OF POWER CHARGES November , 2018**  
**Napoleon**

<b>FOR THE MONTH OF:</b>	<b>November, 2018</b>	<b>Total Metered Load kWh:</b>	<b>12,709,502</b>
		<b>Transmission Losses kWh:</b>	<b>-15,467</b>
		<b>Distribution Losses kWh:</b>	<b>0</b>
		<b>Total Energy Req. kWh:</b>	<b>12,694,035</b>
<b>TIME OF FENTS PEAK:</b>	<b>11/28/2018 @ H.E. 18:00</b>	<b>COINCIDENT PEAK kW:</b>	<b>22,087</b>
<b>TIME OF MUNICIPAL PEAK:</b>	<b>11/28/2018 @ H.E. 19:00</b>	<b>MUNICIPAL PEAK kW:</b>	<b>22,138</b>
<b>TRANSMISSION PEAK:</b>	<b>July 19, 2017 18:00</b>	<b>TRANSMISSION PEAK kW:</b>	<b>29,687</b>
		<b>PJM Capacity Requirement kW:</b>	<b>29,050</b>

**Napoleon Resources**

**AMP CT - Sched @ ATSI**

Demand Charge:	\$2.550000	/ kW *	12,400 kW =	\$31,620.00
Transmission Credit:	\$3.924655	/ kW *	-12,400 kW =	-\$48,665.72
Capacity Credit:	\$3.850662	/ kW *	-12,400 kW =	-\$47,748.21
<b>Subtotal</b>			<b>0 kWh =</b>	<b>-\$64,793.93</b>

**Fremont - sched @ Fremont**

Demand Charge:	\$3.831268	/ kW *	8,767 kW =	\$33,588.73
Energy Charge:	\$0.037772	/ kWh *	2,863,113 kWh =	\$108,146.83
Net Congestion, Losses, FTR:	\$0.002458	/ kWh *		\$7,036.66
Capacity Credit:	\$4.352075	/ kW *	-8,767 kW =	-\$38,154.64
Debt Service	\$5.051645	/ kW	8,767 kW	\$44,287.77
Adjustment for prior month:				-\$76.97
<b>Subtotal</b>			<b>2,863,113 kWh =</b>	<b>\$154,828.38</b>

**AMP Hydro CSW - Sched @ PJMC**

Demand Charge:	\$61.020000	/ kW *	3,498 kW =	\$213,447.96
Energy Charge:	\$0.031750	/ kWh *	521,356 kWh =	\$16,553.06
Net Congestion, Losses, FTR:	\$0.004026	/ kWh *		\$2,098.88
Capacity Credit:	\$1.084834	/ kW *	-3,498 kW =	-\$3,794.75
REC Credit (Estimate)	-\$0.001750	/ kWh	521,356 kWh	-\$912.37
<b>Subtotal</b>			<b>521,356 kWh =</b>	<b>\$227,392.78</b>

**Meldahl Hydro - Sched @ Meldahl Bus**

Demand Charge:	\$34.330000	/ kW *	504 kW =	\$17,302.32
Energy Charge:	\$0.031750	/ kWh *	89,659 kWh =	\$2,846.69
Net Congestion, Losses, FTR:	\$0.002204	/ kWh *		\$197.58
Capacity Credit:	\$4.587778	/ kW *	-504 kW =	-\$2,312.24
REC Credit (Estimate)				-\$156.90
<b>Subtotal</b>			<b>89,659 kWh =</b>	<b>\$17,877.45</b>

**JV6 - Sched @ ATSI**

Demand Charge:			300 kW	
Energy Charge:			49,249 kWh	
Transmission Credit:	\$0.155833	/ kW *	-300 kW =	-\$46.75
Capacity Credit:	\$0.331667	/ kW *	-300 kW =	-\$99.50
<b>Subtotal</b>			<b>49,249 kWh =</b>	<b>-\$146.25</b>

**Greenup Hydro - Sched @ Greenup Bus**

Demand Charge:	\$6.843424	/ kW *	330 kW =	\$2,258.33
Energy Charge:	\$0.003027	/ kWh *	22,070 kWh =	\$66.81
Net Congestion, Losses, FTR:	\$0.000668	/ kWh *		\$14.75
Capacity Credit:	\$3.713091	/ kW *	-330 kW =	-\$1,225.32
Debt Service	\$19.601758	/ kW	330 kW	\$6,468.58
Board Approved Rate Levelization				-\$5,976.90
REC Credit (Estimate)				-\$38.62
<b>Subtotal</b>			<b>22,070 kWh =</b>	<b>\$1,567.63</b>

**Prairie State - Sched @ PJMC**

Demand Charge:	\$11.584168	/ kW *	4,976 kW =	\$57,642.82
Energy Charge:	\$0.011700	/ kWh *	3,539,216 kWh =	\$41,407.10
Net Congestion, Losses, FTR:	\$0.003881	/ kWh *		\$13,737.14
Capacity Credit:	\$3.920904	/ kW *	-4,976 kW =	-\$19,510.42
Debt Service	\$20.213221	/ kW	4,976 kW	\$100,580.99
Transmission from PSEC to PJM/MISO, including non-Prairie State variable charges/credits	\$0.006110	/ kWh	3,539,216 kWh	\$21,623.38
Board Approved Rate Levelization				-\$25,429.23
<b>Subtotal</b>			<b>3,539,216 kWh =</b>	<b>\$190,051.78</b>

**NYPA - Sched @ NYIS**

Demand Charge:	\$6.274627	/ kW *	1,152 kW =	\$7,228.37
Energy Charge:	\$0.011261	/ kWh *	669,909 kWh =	\$7,543.55
Net Congestion, Losses, FTR:	\$0.003085	/ kWh *		\$2,066.57
Capacity Credit:	\$5.011754	/ kW *	-935 kW =	-\$4,685.99
Adjustment for prior month:				-\$691.75
<b>Subtotal</b>			<b>669,909 kWh =</b>	<b>\$11,460.75</b>

**JV5 - 7X24 @ ATSI**

Demand Charge:			3,088 kW	
Energy Charge:			2,223,360 kWh	
Transmission Credit:	\$4.500415	/ kW *	-3,088 kW =	-\$13,897.28
Capacity Credit:	\$5.009764	/ kW *	-3,088 kW =	-\$15,470.15
<b>Subtotal</b>			<b>2,223,360 kWh =</b>	<b>-\$29,367.43</b>

**JV5 Losses - Sched @ ATSI**

Energy Charge:			32,520 kWh	
<b>Subtotal</b>			<b>32,520 kWh =</b>	<b>\$0.00</b>

**JV2 - Sched @ ATSI**

Demand Charge:			264 kW	
Energy Charge:	\$0.036502	/ kWh *	24 kWh =	\$0.89

**DETAIL INFORMATION OF POWER CHARGES November , 2018**  
**Napoleon**

Transmission Credit:	\$3.377879	/ kW *	-264 kW =	-\$891.76
Capacity Credit:	\$4.264053	/ kW *	-264 kW =	-\$1,125.71
<b>Subtotal</b>			<b>24 kWh =</b>	<b>-\$2,016.58</b>
<b>AMP Solar Phase I - Sched @ ATSI</b>				
Demand Charge:			1,040 kW	
Energy Charge:	\$0.087000	/ kWh *	36,438 kWh =	\$3,170.07
<b>Subtotal</b>			<b>36,438 kWh =</b>	<b>\$3,170.07</b>
<b>Morgan Stanley 2015-2020 - 7x24 @ AD</b>				
Demand Charge:			3,800 kW	
Energy Charge:	\$0.062950	/ kWh *	2,736,000 kWh =	\$172,231.20
Net Congestion, Losses, FTR:	\$0.000554	/ kWh *		\$1,516.08
<b>Subtotal</b>			<b>2,736,000 kWh =</b>	<b>\$173,747.28</b>
<b>Efficiency Smart Power Plant 2017-2020</b>				
ESPP 2017-2020 obligation @ \$1.400 /MWh x 154,389.7 MWh / 12				\$18,012.14
<b>Subtotal</b>			<b>0 kWh =</b>	<b>\$18,012.14</b>
<b>Northern Power Pool:</b>				
On Peak Energy Charge: (M-F HE 08-23 EDT)	\$0.042192	/ kWh *	587,019 kWh =	\$24,767.80
Off Peak Energy Charge:	\$0.033504	/ kWh *	287,283 kWh =	\$9,625.00
Sale of Excess Non-Pool Resources to Pool	\$0.039052	/ kWh *	-963,183 kWh =	-\$37,613.78
Pool Congestion Hedge				\$1,768.17
<b>Subtotal</b>	<b>\$0.016346</b>	<b>/ kWh *</b>	<b>-88,881 kWh =</b>	<b>-\$1,452.81</b>
Total Demand Charges:				\$316,797.43
Total Energy Charges:				\$383,533.83
<b>Total Power Charges:</b>			<b>12,694,035 kWh</b>	<b>\$700,331.26</b>
<b>TRANSMISSION / CAPACITY / ANCILLARY SERVICES:</b>				
Demand Charge:	\$4.500416	/ kW *	29,687 kW =	\$133,603.84
Energy Charge:	\$0.000325	/ kWh *	10,470,675 kWh =	\$3,402.14
RPM (Capacity) Charges:	\$6.590500	/ kW *	29,050 kW =	\$191,451.39
<b>TRANSMISSION / CAPACITY / ANCILLARY SERVICES:</b>	<b>\$0.031369</b>	<b>/ kWh *</b>	<b>10,470,675 kWh =</b>	<b>\$328,457.37</b>
<b>Service Fee Part A,</b>				
Based on Annual Municipal Sales	\$0.000229	/ kWh *	145,364,250 kWh 1/12 =	\$2,774.03
<b>Service Fee Part B,</b>				
Energy Purchases	\$0.000580	/ kWh *	12,709,502 kWh =	\$7,371.51
<b>TOTAL OTHER CHARGES:</b>				<b>\$10,145.54</b>
<b>GRAND TOTAL POWER INVOICE:</b>				<b>\$1,038,934.17</b>



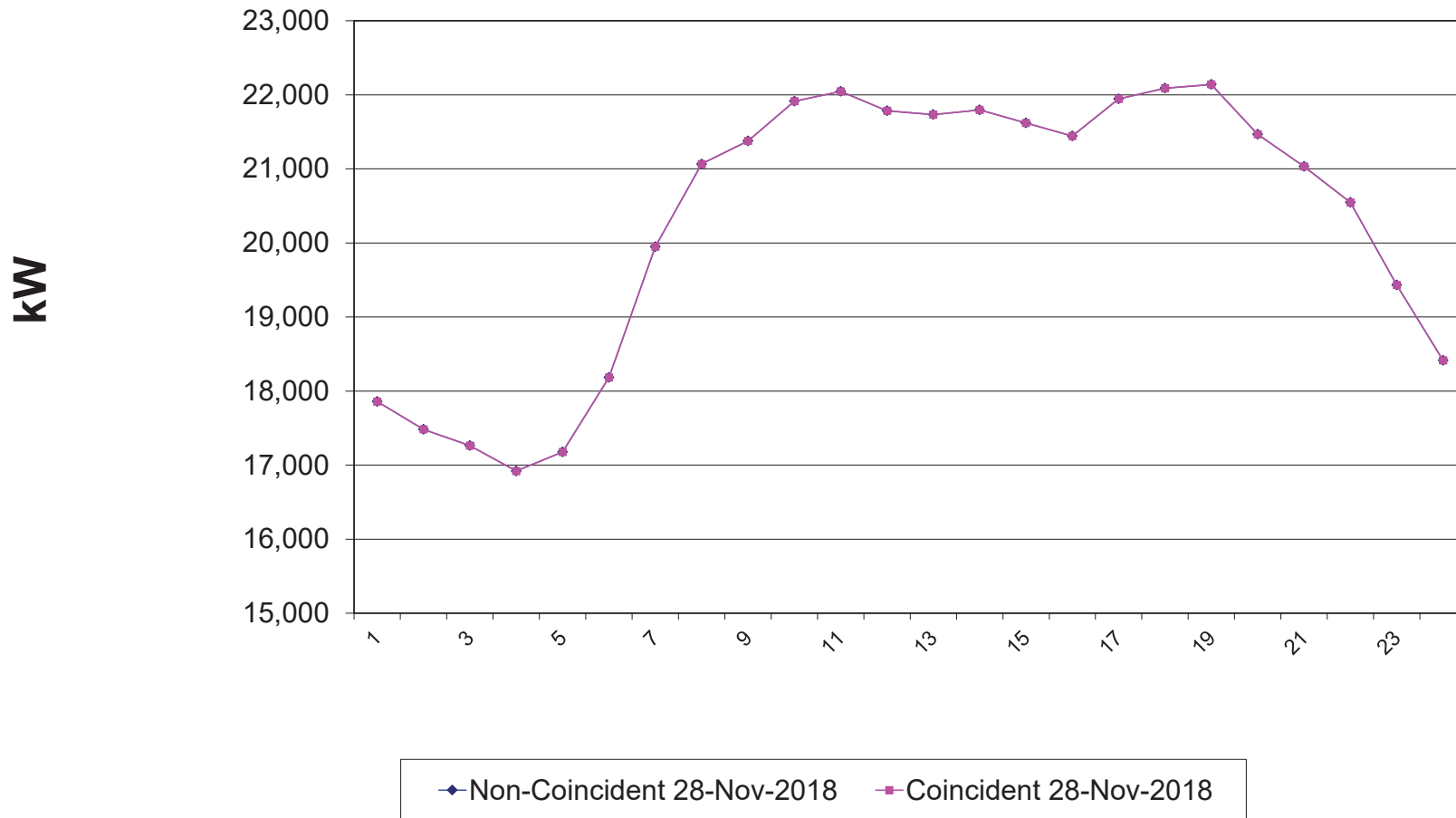
Napoleon Capacity Plan - Actual													
Nov 2018		ACTUAL DEMAND =		22.14	MW								
Days 30		ACTUAL ENERGY =		12,710	MWH								
	SOURCE (1)	DEMAND MW (2)	DEMAND MW-MO (3)	ENERGY MWH (4)	LOAD FACTOR (5)	DEMAND RATE \$/KW (6)	ENERGY RATE \$/MWH (7)	CONGESTION/L OSSES \$/MWH (8)	CAPACITY CREDIT RATE \$/KW (9)	TRANSMISSION CREDIT RATE \$/KW (10)	TOTAL CHARGES (16)	EFFECTIVE RATE \$/MWH (17)	% OF DOLLARS (18)
1	NYPA - Ohio	1.15	1.15	670	81%	\$6.27	\$10.23	\$3.08	-\$4.07		\$11,461	\$17.11	1.0%
2	JV5	3.09	3.09	2,223	100%	\$29.16	\$20.75		-\$5.01	-\$4.50	\$106,795	\$48.03	9.1%
3	JV5 Losses	0.00	0.00	33	0%						\$0		0.0%
4	JV6	0.30	0.30	49	23%	\$5.31			-\$0.16	-\$0.33	\$1,448	\$29.39	0.1%
5	AMP-Hydro	3.50	3.50	521	21%	\$61.02	\$30.00	\$4.03	-\$1.08		\$227,393	\$436.16	19.4%
6	Meldahl	0.50	0.50	90	25%	\$34.33	\$30.00	\$2.20	-\$4.59		\$17,877	\$199.39	1.5%
7	Greenup	0.33	0.33	22	9%	\$8.33	\$1.28	\$0.67	-\$3.71		\$1,568	\$71.03	0.1%
8	AFEC	8.77	8.77	2,863	45%	\$8.88	\$37.75	\$2.46	-\$4.35		\$154,828	\$54.08	13.2%
9	Prairie State	4.98	4.98	3,539	99%	\$26.69	\$17.81	\$3.88	-\$3.92		\$190,052	\$53.70	16.2%
10	AMP Solar Phase I	1.04	1.04	36	5%		\$87.00				\$3,170	\$87.00	0.3%
11	Morgan Stanley 2015-2020 7x24	3.80	3.80	2,736	100%		\$62.95	\$0.55			\$173,747	\$63.50	14.8%
12	AMPCT	12.40	12.40	0	0%	\$2.55			-\$3.85	-\$3.92	-\$64,794		-5.5%
13	JV2	0.26	0.26	0	0%	\$2.42	\$36.51		-\$4.26	-\$3.38	-\$1,377		-0.1%
14	NPP Pool Purchases	0.00	0.00	874	0%		\$41.36				\$36,161	\$41.36	3.1%
15	NPP Pool Sales	0.00		-963	0%		\$39.05				-\$37,614	\$39.05	-3.2%
	POWER TOTAL	40.12	40.12	12,694	44%	\$575,289	\$416,387	\$2.10	-\$134,074	-\$63,554	\$820,715	\$64.65	69.9%
16	Energy Efficiency			0							\$18,012		1.5%
17	Installed Capacity	29.05	29.05			\$6.59					\$191,451	\$15.06	16.3%
18	Transmission	29.69	29.69	10,471		\$4.50	\$0.32				\$137,006	\$10.78	11.7%
19	Service Fee B			12,710			\$0.58				\$7,372	\$0.58	0.6%
20	Dispatch Charge			12,710							\$0		0.0%
	OTHER TOTAL					\$325,055	\$28,786				\$353,841	\$27.84	30.1%
GRAND TOTAL PURCHASED				12,694							\$1,174,556		
Delivered to members		22.138	22.138	12,710	80%						\$1,174,556	\$92.42	100.0%
	2018 Forecast	DEMAND		ENERGY	L.F.						TOTAL \$	\$/MWh	Avg Temp
	2017 Actual	22.87		13,025	79%						\$1,216,739	\$93.42	41.2
	2016 Actual	21.15		12,442	82%						\$1,205,587	\$96.90	41.5
		21.51		12,251	79%						\$1,053,611	\$86.00	45.5
											Actual Temp		36.7

NAPOLEON

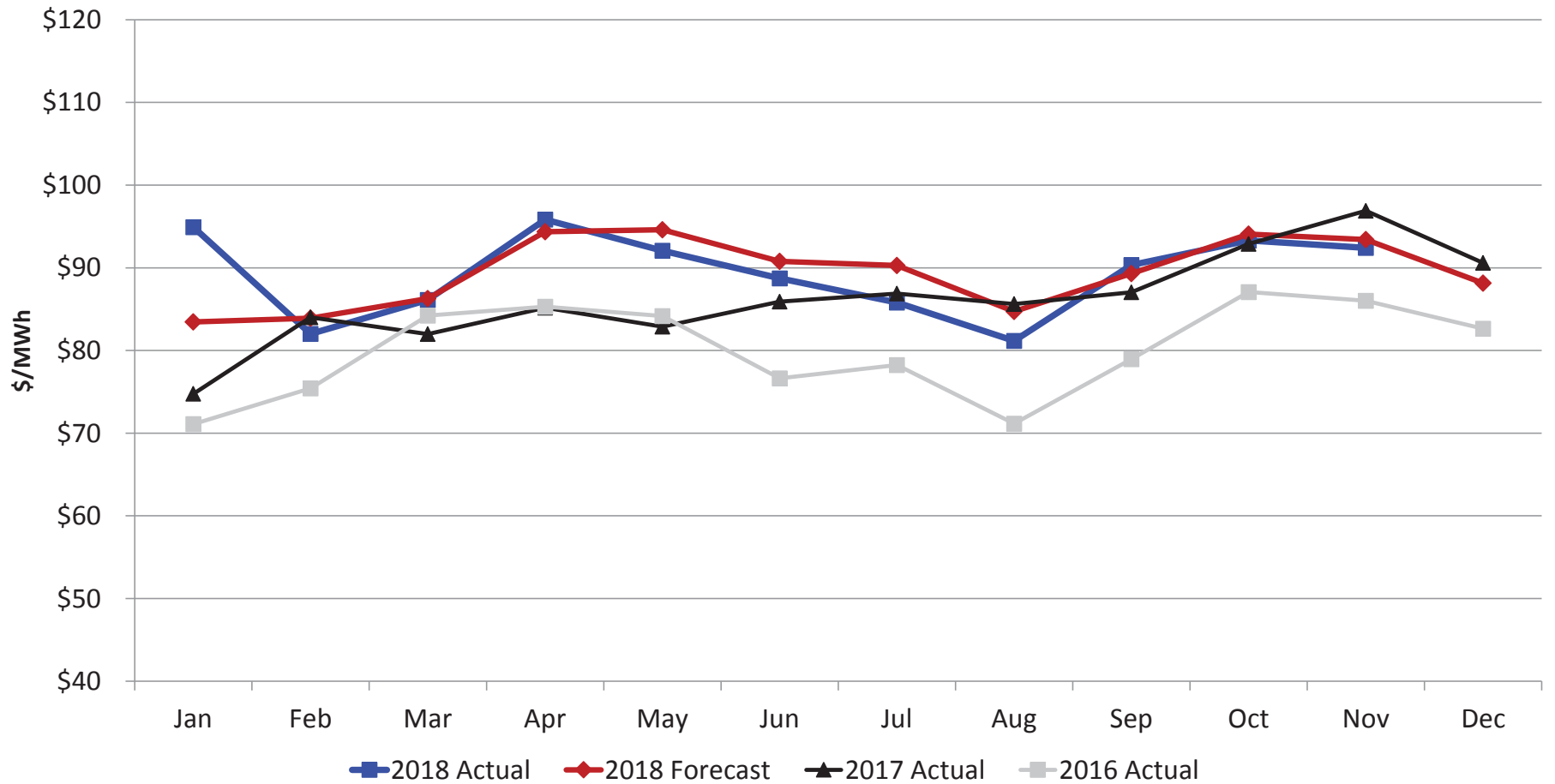
	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Date	11/1/2018	11/2/2018	11/3/2018	11/4/2018	11/5/2018	11/6/2018	11/7/2018	11/8/2018	11/9/2018	11/10/2018	11/11/2018	11/12/2018	11/13/2018	11/14/2018	11/15/2018
Hour															
100	15,100	14,928	13,284	12,620	14,273	15,575	16,077	16,657	16,631	15,480	14,657	15,332	16,845	17,696	17,643
200	15,018	14,762	13,125	12,444	14,041	15,171	15,774	16,093	16,041	14,881	14,108	15,346	16,279	17,396	17,261
300	14,575	14,514	12,926	12,262	14,040	15,049	15,729	16,191	16,086	15,033	14,000	15,025	16,195	17,591	17,128
400	14,713	15,008	13,061	12,239	13,869	14,750	15,200	15,957	15,939	14,958	14,014	15,128	16,309	17,227	17,098
500	15,457	16,102	13,424	12,486	14,531	15,179	15,954	16,297	16,157	15,207	14,247	15,729	16,448	17,606	17,649
600	16,865	17,467	14,148	12,797	15,777	16,242	16,769	16,976	16,980	15,696	14,221	16,950	17,694	18,850	18,254
700	18,399	18,844	15,144	13,241	17,517	18,016	18,555	18,902	18,797	16,374	13,780	18,539	19,475	20,217	19,817
800	18,750	19,113	15,968	14,031	18,513	18,748	19,574	19,832	20,183	17,331	14,607	19,562	20,477	21,450	20,967
900	18,860	19,153	16,282	14,355	18,568	19,110	20,240	20,511	20,656	17,881	16,838	19,643	20,814	21,876	21,427
1000	18,996	19,324	16,349	14,650	19,104	19,323	20,655	20,609	20,848	18,420	16,579	20,085	21,074	21,160	21,630
1100	19,011	19,267	15,608	14,805	18,882	19,297	20,326	20,382	21,050	18,650	16,467	19,894	21,202	20,769	22,046
1200	19,209	19,092	15,052	14,625	19,085	19,403	20,487	20,444	21,120	18,341	16,117	19,953	21,225	21,460	21,928
1300	19,166	18,876	15,264	14,736	18,718	19,613	20,493	20,396	20,913	18,629	16,062	19,874	21,041	20,624	21,935
1400	18,878	18,274	14,652	14,285	19,100	19,568	20,497	19,970	20,677	18,403	15,882	19,650	20,988	20,756	21,606
1500	18,353	17,900	14,475	14,766	18,736	19,405	20,154	19,823	20,467	17,696	15,403	19,587	20,574	20,351	21,405
1600	18,423	17,801	14,082	14,744	18,100	19,057	19,741	19,265	19,971	17,397	15,070	19,223	20,271	20,427	20,855
1700	18,065	16,749	14,079	14,932	18,256	18,935	19,864	19,207	19,397	17,708	15,533	19,318	19,981	20,673	20,754
1800	18,197	17,068	14,644	15,799	18,815	19,414	20,319	19,806	19,575	18,020	16,966	19,863	15,177	21,274	21,024
1900	18,392	17,229	15,295	16,470	19,056	19,389	20,538	20,185	19,588	18,244	17,724	20,317	15,604	21,426	21,233
2000	18,048	17,051	15,249	16,264	18,685	19,093	20,150	19,853	19,082	17,909	17,628	19,921	20,704	20,880	20,577
2100	17,626	16,736	15,045	15,599	18,378	18,643	19,762	19,586	18,918	17,580	17,259	19,526	20,519	20,610	20,217
2200	16,529	15,755	14,353	15,199	17,726	17,778	19,153	19,082	18,537	16,975	16,917	18,674	19,906	20,118	19,513
2300	15,688	14,456	13,621	14,336	16,720	16,719	17,948	18,065	17,515	16,204	16,022	17,692	18,850	18,852	18,485
2400	15,178	13,569	12,954	14,154	16,132	16,284	17,260	17,147	16,270	15,351	15,679	17,285	18,294	18,034	18,060
Total	417,496	409,038	348,084	341,839	416,622	429,761	451,219	451,236	451,398	408,368	375,780	442,116	455,946	477,323	478,512

	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date	11/16/2018	11/17/2018	11/18/2018	11/19/2018	11/20/2018	11/21/2018	11/22/2018	11/23/2018	11/24/2018	11/25/2018	11/26/2018	11/27/2018	11/28/2018	11/29/2018	11/30/2018	12/1/2018
Hour																
100	17,498	15,103	14,079	15,678	17,069	17,423	14,113	13,396	12,759	12,711	15,268	17,571	17,858	17,667	17,277	-
200	17,020	14,751	13,731	15,333	16,387	16,972	13,684	13,154	12,377	12,222	15,034	16,958	17,483	17,095	16,545	-
300	16,929	14,398	13,520	15,422	16,270	16,985	13,463	13,000	12,200	12,038	15,134	17,129	17,264	17,191	16,362	-
400	16,884	14,132	13,455	15,229	15,920	16,631	13,296	12,916	12,269	11,860	15,061	17,085	16,920	16,953	16,121	-
500	17,240	14,272	13,668	15,746	16,392	17,213	13,395	13,140	12,569	11,919	15,520	17,261	17,178	17,386	16,583	-
600	17,992	14,653	13,716	16,898	17,434	17,772	13,658	13,653	12,792	12,200	16,668	18,345	18,182	18,223	17,479	-
700	19,719	15,524	14,182	18,739	19,178	19,213	14,512	14,572	13,439	12,680	18,526	19,916	19,947	19,898	19,019	-
800	20,989	16,659	15,097	20,019	20,257	20,593	15,402	15,062	14,421	13,458	19,996	21,105	21,065	21,229	20,173	-
900	21,237	17,352	15,410	20,339	20,633	21,150	16,093	15,909	15,028	13,984	20,108	21,057	21,375	21,517	20,574	-
1000	21,517	17,270	15,898	20,771	21,298	21,783	17,162	16,382	15,725	14,398	20,657	21,232	21,914	21,779	20,628	-
1100	21,780	17,636	15,966	20,840	21,891	22,039	17,758	16,221	16,017	14,524	20,848	21,423	22,044	21,826	20,997	-
1200	21,562	17,331	16,263	20,741	20,876	21,767	17,639	16,093	15,811	14,671	20,764	21,496	21,783	21,530	20,645	-
1300	21,415	17,222	16,473	20,826	20,224	21,710	16,460	14,984	15,269	15,563	20,846	21,615	21,732	21,734	20,561	-
1400	21,530	16,759	16,351	20,557	20,247	22,088	15,452	14,635	14,946	14,263	20,944	21,524	21,796	21,429	20,269	-
1500	20,966	16,518	16,199	20,087	19,333	21,177	14,525	15,108	14,996	13,581	20,718	21,309	21,618	21,171	19,774	-
1600	20,591	16,063	16,553	19,706	18,397	20,393	14,662	15,111	14,212	13,715	20,731	21,187	21,444	20,772	19,536	-
1700	20,395	16,293	16,681	19,351	19,227	20,031	14,674	14,983	14,213	14,211	20,420	21,212	21,943	20,926	19,719	-
1800	20,214	16,788	17,409	19,935	19,646	20,403	15,080	15,627	15,147	16,011	21,215	21,921	22,087	21,342	20,154	-
1900	20,085	16,815	17,779	20,115	20,239	20,345	15,054	15,682	15,183	16,931	21,465	22,129	22,138	21,333	19,787	-
2000	19,551	16,455	17,523	19,813	19,793	19,823	15,097	15,341	15,247	16,734	20,832	21,559	21,466	21,035	19,213	-
2100	19,238	16,135	17,377	19,650	19,645	19,653	15,212	15,002	14,912	16,454	20,453	21,188	21,032	20,623	19,161	-
2200	18,773	15,980	16,903	18,932	19,244	19,270	14,906	14,755	14,522	16,037	19,810	20,496	20,546	19,973	18,849	-
2300	17,720	15,439	16,312	17,810	18,299	17,955	14,484	14,071	13,966	15,325	18,634	19,431	18,836	18,061	18,061	-
2400	15,909	14,725	16,087	17,201	17,879	15,141	13,789	13,357	13,434	15,296	18,158	18,450	18,414	18,120	16,431	-
Total	466,754	369,548	376,632	449,738	455,778	467,530	359,570	352,154	340,954	340,786	457,810	482,619	486,660	479,588	453,918	-
											Maximum	22,138	Minimum	11,860	Grand Total	12,709,502

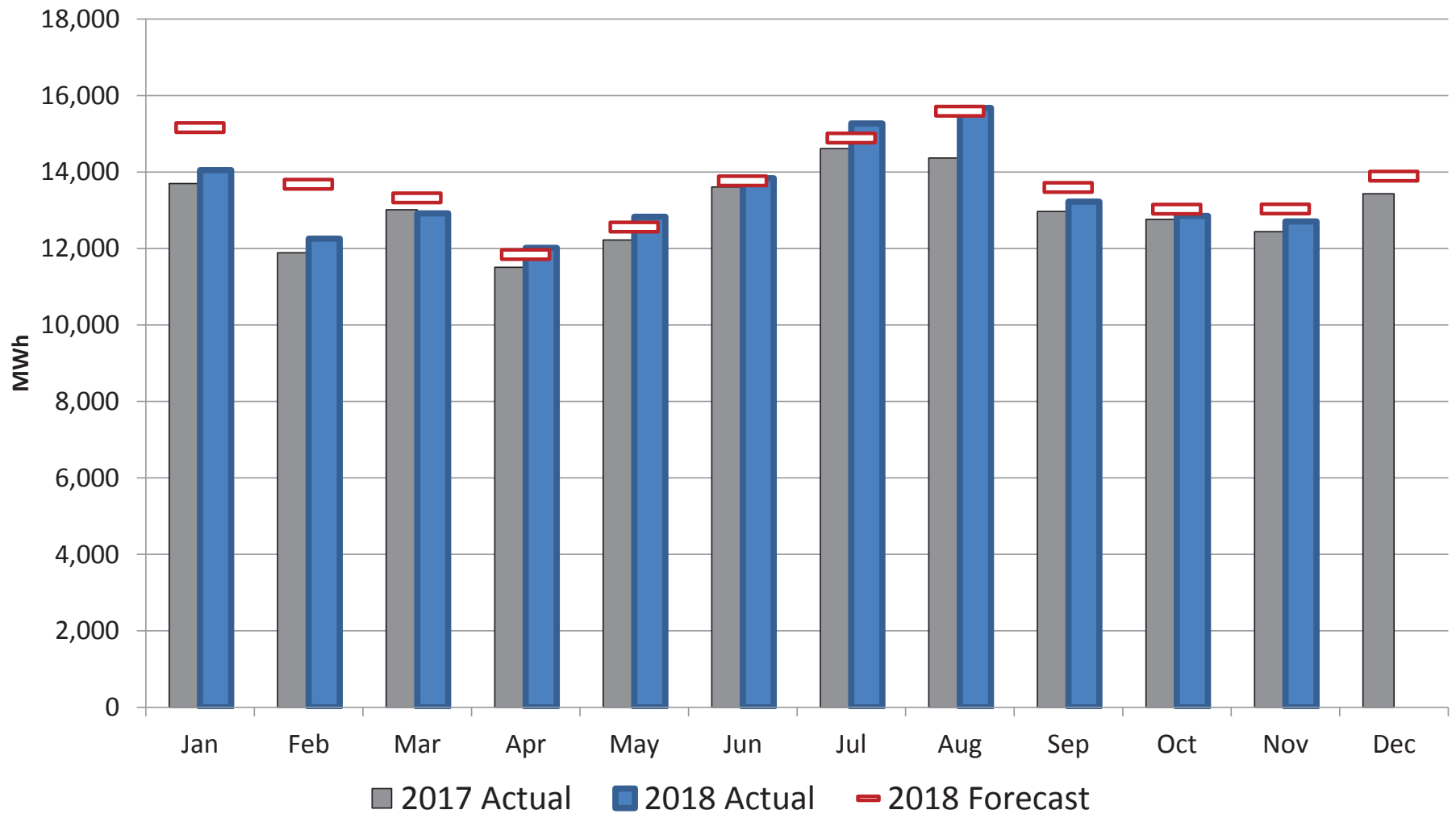
## Napoleon Peak Day Load Curve



## Napoleon 2018 Monthly Rates



## Napoleon 2018 Monthly Energy Usage





**Omega Joint Venture Two**

1111 Schrock Rd, Suite 100

COLUMBUS, OHIO 43229

PHONE: (614) 540-1111

FAX: (614) 540-1078

**City of Napoleon**

Gregory J. Heath, Finance Director  
255 W. Riverview Ave., P.O. Box 151  
Napoleon, Ohio 43545-0151

**INVOICE NUMBER:** 205303

**INVOICE DATE:** 12/7/2018

**DUE DATE:** 12/17/2018

**TOTAL AMOUNT DUE:** \$639.37

**CUSTOMER NUMBER:** 5020

**CUSTOMER P.O. #:**

PLEASE WRITE INVOICE NUMBER ON  
REMITTANCE AND RETURN YELLOW INVOICE  
COPY. MAKE CHECK PAYABLE TO OMEGA JV 2

**OMEGA JV2 POWER INVOICE -**

**November, 2018**

FIXED RATE CHARGE:	264 kW *	\$2.41 / kW =	\$636.24
ENERGY CHARGE:	0 kWh *	\$0.000000 / kWh =	\$0.00
SERVICE FEES:	0 kWh *	\$0.000000 / kWh =	\$0.00
Fuel Costs that were not recovered through Energy Sales to Market		=	\$3.13

**TOTAL CHARGES**

**\$639.37**

\* To avoid a delayed payment charge, payment must be made to provide



1111 Schrock Rd, Suite 100  
Columbus, Ohio 43229  
Phone: (614) 540-1111  
Fax: (614) 540-1078

**City of Napoleon**

Gregory J. Heath, Finance Director  
255 W. Riverview Ave., P.O. Box 151  
Napoleon, Ohio 43545-0151

**INVOICE NUMBER:** 205367  
**INVOICE DATE:** 12/3/2018  
**DUE DATE:** 12/13/2018  
**TOTAL AMOUNT DUE:** \$80,795.03  
**CUSTOMER NUMBER:** 5020  
**CUSTOMER P.O. NUMBER:** BL980397  
**MAKE CHECKS PAYABLE TO:** OMEGA JV5

PLEASE WRITE INVOICE NUMBER ON REMITTANCE  
AND RETURN YELLOW INVOICE COPY.

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**FOR THE MONTH/YEAR OF:**     **November, 2018**

**DEMAND CHARGES:**

Base Financing Demand Charge: (Invoiced seperately as of 1/1/07)

Base Operating Expense Demand Charge:	\$11.226671	/ kW *	3,088 kW =	\$34,667.97
Seca Associated with JV5.	\$0.000000	/ kW *	3,088 kW =	\$0.00

<b>TOTAL DEMAND CHARGES:</b>	<b>\$11.226674</b>	<b>/ kW *</b>	<b>3,088 kW =</b>	<b>\$34,667.97</b>
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**ENERGY CHARGES:**

JV5 Repl. Pwr. & Variable (Budgeted Rate):	\$0.020747	/ kWh *	2,223,360 kWh =	\$46,127.06
JV5 Fuel Cost (Actual Expense):	\$0.000000	/ kWh *	2,223,360 kWh =	\$0.00

<b>TOTAL ENERGY CHARGES:</b>	<b>\$0.020747</b>	<b>/ kWh *</b>	<b>2,223,360 kWh =</b>	<b>\$46,127.06</b>
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<b>SUB-TOTAL</b>				<b>\$80,795.03</b>
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<b>Total OMEGA JV5 Invoice:</b>				<b>\$80,795.03</b>
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1111 Schrock Rd, Suite 100  
Columbus, Ohio 43229  
Phone: (614) 540-1111  
Fax: (614) 540-1078

**City of Napoleon**

Gregory J. Heath, Finance Director  
255 W. Riverview Ave., P.O. Box 151  
Napoleon, Ohio 43545-0151

INVOICE NUMBER: 205409  
INVOICE DATE: 12/3/2018  
DUE DATE: 12/13/2018  
TOTAL AMOUNT DUE: \$55,367.84  
CUSTOMER NUMBER: 5020  
CUSTOMER P.O. NUMBER: BL980397  
MAKE CHECKS PAYABLE TO: OMEGA JV5

PLEASE WRITE INVOICE NUMBER ON REMITTANCE  
AND RETURN YELLOW INVOICE COPY.

**Debt Service - OMEGA JV5**

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**FOR THE MONTH/YEAR OF:**      **December, 2018**

Financing CHARGES:

Debt Service	\$17.930000	/ kW *	3,088 kW =	\$55,367.84
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**Total OMEGA JV5 Financing Invoice:**

**\$55,367.84**

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**AMERICAN MUNICIPAL POWER, INC.**

1111 Schrock Rd, Suite 100

COLUMBUS, OHIO 43229

PHONE: (614) 540-1111

FAX: (614) 540-1078

**INVOICE NUMBER:** 205427**INVOICE DATE:** 12/3/2018**DUE DATE:** 12/13/2018**TOTAL AMOUNT DUE:** \$1,593.83**CUSTOMER NUMBER:** 5020**CUSTOMER P.O. #:****City of Napoleon**

Gregory J. Heath, Finance Director

255 W. Riverview Ave., P.O. Box 151

Napoleon, OH 43545-0151

PLEASE WRITE INVOICE NUMBER ON  
REMITTANCE AND RETURN YELLOW INVOICE  
COPY. MAKE CHECK PAYABLE TO AMP, INC.

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**Omega JV6**

Project Capacity: 300 kW

**Year 2017**Electric Fixed

300 kW \* 5.313 per kW-Month

Total

December, 2018 -

Electric Fixed

\$1,593.83

AMOUNT DUE FOR :

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**TOTAL CHARGES****\$1,593.83**

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**RATE REVIEW COMPARISONS - Current to Prior Month and Prior Year**

**2019 JANUARY BILLING - ELECTRIC PSCAF - BILLING COMPARISONS TO PRIOR PERIODS**

Rate Comparisons to Prior Month and Prior Year for Same Period										
	Service	Service	Current	Prior Month	Prior Year			Current	Prior Month	Prior Year
	Usage	Units	January	December	January		Service	Service	January	December
Customer Type	Usage	Units	2019 Rate	2018 Rate	2018 Rate		Usage	Units	2019 Rate	2018 Rate
Customer Type ->			RESIDENTIAL USER - (w/Gas Heat)				RESIDENTIAL USER - (All Electric)			
Customer Charge			\$6.00	\$6.00	\$6.00			\$6.00	\$6.00	\$6.00
Distribution Energy Charge			\$20.93	\$20.93	\$20.93			\$33.39	\$33.39	\$33.39
Distribution Demand Charge										
Power Supply Energy Charge	978	kWh	\$71.20	\$71.20	\$71.20		1,976	kWh	\$143.85	\$143.85
Power Supply Demand Charge										
PSCAF - Monthly Factor	978	kWh	\$21.49	\$17.10	\$12.56		1,976	kWh	\$43.41	\$34.54
kWH Tax- Level 1	978	kWh	\$4.55	\$4.55	\$4.55		1,976	kWh	\$9.19	\$9.19
kWH Tax- Level 2										
kWH Tax- Level 3										
Total Electric			\$124.17	\$119.78	\$115.24			\$235.84	\$226.97	\$217.80
Water	6	CCF	\$50.55	\$50.55	\$46.23		11	CCF	\$83.14	\$83.14
Sewer (w/Stm.Sew. & Lat.)	6	CCF	\$70.89	\$70.89	\$70.89		11	CCF	\$98.89	\$98.89
Storm Water (Rate/ERU)			\$9.50	\$9.50	\$9.50			\$9.50	\$9.50	\$9.50
Refuse (Rate/Service)			\$18.00	\$18.00	\$18.00			\$18.00	\$18.00	\$18.00
Sub-Other Services			\$148.94	\$148.94	\$144.62			\$209.53	\$209.53	\$201.64
Total Billing - All Services			\$273.11	\$268.72	\$259.86			\$445.37	\$436.50	\$419.44
Verification Totals->			\$273.11	\$268.72	\$259.86			\$445.37	\$436.50	\$419.44
				Cr.Mo to Pr.Mo	Cr.Yr to Pr.Yr				Cr.Mo to Pr.Mo	Cr.Yr to Pr.Yr
Dollar Chg.to Prior Periods				\$4.39	\$13.25				\$8.87	\$25.93
% Inc/Dec(-) to Prior Periods				1.63%	5.10%				2.03%	6.18%
=====	=====	=====	=====	=====	=====		=====	=====	=====	=====
Cost/kWH - Electric	978	kWh	\$0.12696	\$0.12247	\$0.11783		1,976	kWh	\$0.11935	\$0.11486
% Inc/Dec(-) to Prior Periods				3.67%	7.75%				3.91%	8.28%
Cost/CCF - Water	6	CCF	\$8.42500	\$8.42500	\$7.70500		11	CCF	\$7.55818	\$7.55818
Cost/GALLONS - Water	4,488	GAL	\$0.01126	\$0.01126	\$0.01030		8,229	GAL	\$0.01010	\$0.01010
% Inc/Dec(-) to Prior Periods				0.00%	9.34%				0.00%	10.49%
Cost/CCF - Sewer	6	CCF	\$11.81500	\$11.81500	\$11.81500		11	CCF	\$8.99000	\$8.99000
Cost/GALLON - Sewer	4,488	GAL	\$0.01580	\$0.01580	\$0.01580		8,229	GAL	\$0.01202	\$0.01202
% Inc/Dec(-) to Prior Periods				0.00%	0.00%				0.00%	0.00%
(Listed Accounts Assume SAME USAGE for kWH and Water (CCF) for All Billing Periods)										

**RATE REVIEW COMPARISONS - Current to Prior Month and Prior Year**

<b>2019 JANUARY BILLING - ELE</b>										
<b>Rate Comparisons to Prior Month and Prior Year</b>										
			<b>Current</b>	<b>Prior Month</b>	<b>Prior Year</b>			<b>Current</b>	<b>Prior Month</b>	<b>Prior Year</b>
	<b>Service</b>	<b>Service</b>	<b>January</b>	<b>December</b>	<b>January</b>		<b>Service</b>	<b>Service</b>	<b>January</b>	<b>December</b>
<b>Customer Type</b>	<b>Usage</b>	<b>Units</b>	<b>2019 Rate</b>	<b>2018 Rate</b>	<b>2018 Rate</b>		<b>Usage</b>	<b>Units</b>	<b>2019 Rate</b>	<b>2018 Rate</b>
<b>Customer Type -&gt;</b>			<b>COMMERCIAL USER - (3 Phase w/Demand)</b>				<b>INDUSTRIAL USER - (3 Phase w/Demand)</b>			
<b>Customer Charge</b>			\$18.00	\$18.00	\$18.00				\$100.00	\$100.00
<b>Distribution Energy Charge</b>	<b>7,040</b>	<b>kWh</b>	\$38.02	\$38.02	\$38.02	<b>98,748</b>	<b>Reactive</b>		\$2,303.85	\$2,303.85
<b>Distribution Demand Charge</b>	<b>20.32</b>	<b>kW/Dmd</b>	\$92.86	\$92.86	\$92.86	<b>1510.1</b>	<b>kW/Dmd</b>		\$8,215.30	\$8,215.30
<b>Power Supply Energy Charge</b>	<b>7,040</b>	<b>kWh</b>	\$623.04	\$623.04	\$623.04	<b>866,108</b>	<b>kWh</b>		\$39,165.42	\$39,165.42
<b>Power Supply Demand Charge</b>									\$15,296.55	\$15,296.55
<b>PSCAF - Monthly Factor</b>	<b>7,040</b>	<b>kWh</b>	\$154.67	\$123.06	\$90.39				\$18,076.98	\$14,382.60
<b>kWH Tax- Level 1</b>			\$9.66	\$9.66	\$9.66				\$9.66	\$9.66
<b>kWH Tax- Level 2</b>			\$20.80	\$20.80	\$20.80				\$56.24	\$56.24
<b>kWH Tax- Level 3</b>									\$3,087.71	\$3,087.71
<b>Total Electric</b>			<b>\$957.05</b>	<b>\$925.44</b>	<b>\$892.77</b>				<b>\$86,311.71</b>	<b>\$82,617.33</b>
<b>Water</b>	<b>25</b>	<b>CCF</b>	\$170.92	\$170.92	\$153.37	<b>300</b>	<b>CCF</b>		\$1,936.11	\$1,936.11
<b>Sewer (w/Stm.Sew. &amp; Lat.)</b>	<b>25</b>	<b>CCF</b>	\$178.69	\$178.69	\$177.29	<b>300</b>	<b>CCF</b>		\$1,718.69	\$1,718.69
<b>Storm Water (Rate/ERU)</b>			\$9.50	\$9.50	\$9.50				\$330.00	\$330.00
<b>Refuse (Rate/Service)</b>			\$5.00	\$5.00	\$5.00				\$5.00	\$5.00
<b>Sub-Other Services</b>			<b>\$364.11</b>	<b>\$364.11</b>	<b>\$345.16</b>				<b>\$3,989.80</b>	<b>\$3,989.80</b>
<b>Total Billing - All Services</b>			<b>\$1,321.16</b>	<b>\$1,289.55</b>	<b>\$1,237.93</b>				<b>\$90,301.51</b>	<b>\$86,607.13</b>
<i>Verification Totals-&gt;</i>			\$1,321.16	\$1,289.55	\$1,237.93				\$90,301.51	\$86,607.13
				<i>Cr.Mo to Pr.Mo</i>	<i>Cr.Yr to Pr.Yr</i>				<i>Cr.Mo to Pr.Mo</i>	<i>Cr.Yr to Pr.Yr</i>
Dollar Chg.to Prior Periods				\$31.61	\$83.23				\$3,694.38	\$7,712.89
% Inc/Dec(-) to Prior Periods				2.45%	6.72%				4.27%	9.34%
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
<b>Cost/kWH - Electric</b>	<b>7,040</b>	<b>kWh</b>	\$0.13594	\$0.13145	\$0.12681	<b>866,108</b>	<b>kWh</b>		\$0.09965	\$0.09539
% Inc/Dec(-) to Prior Periods				3.42%	7.20%				4.47%	9.53%
<b>Cost/CCF - Water</b>	<b>25</b>	<b>CCF</b>	\$6.83680	\$6.83680	\$6.13480	<b>300</b>	<b>CCF</b>		\$6.45370	\$6.45370
<b>Cost/GALLONS - Water</b>	<b>18,701</b>	<b>GAL</b>	\$0.00914	\$0.00914	\$0.00820	<b>224,415</b>	<b>GAL</b>		\$0.00863	\$0.00863
% Inc/Dec(-) to Prior Periods				0.00%	11.44%				0.00%	11.47%
<b>Cost/CCF - Sewer</b>	<b>25</b>	<b>CCF</b>	\$7.14760	\$7.14760	\$7.09160	<b>300</b>	<b>CCF</b>		\$5.72897	\$5.72897
<b>Cost/GALLON - Sewer</b>	<b>18,701</b>	<b>GAL</b>	\$0.00956	\$0.00956	\$0.00948	<b>224,415</b>	<b>GAL</b>		\$0.00766	\$0.00766
% Inc/Dec(-) to Prior Periods				0.00%	0.79%				0.00%	0.08%
<i>(Listed Accounts Assume SAME USA)</i>										

BILLING SUMMARY AND CONSUMPTION for BILLING CYCLE - DECEMBER, 2018															
DECEMBER, 2018															
2018 - DECEMBER BILLING WITH OCTOBER 2018 AMP BILLING PERIOD AND NOVEMBER 2018 CITY CONSUMPTION AND BILLING DATA															
Class and/or Schedule	Rate Code	Nov-18 # of Bills	Nov-18 (kWh Usage)	Nov-18 Billed	Billed kVa of Demand	Cost / kWh For Month	Cost / kWh Prior 12 Mo Average	Dec-17 # of Bills	Dec-17 (kWh Usage)	Dec-17 Billed	Cost / kWh For Month	Jan-18 # of Bills	Jan-18 (kWh Usage)	Jan-18 Billed	Cost / kWh For Month
Residential (Dom-In)	E1	3,334	2,028,219	\$251,008.17	0	\$0.1238	\$0.1240	3,343	1,828,366	\$220,986.13	\$0.1209	3,335	2,010,836	\$244,589.76	\$0.1216
Residential (Dom-In) w/Ecosmart	E1E	8	4,070	\$511.40	0	\$0.1257	\$0.1258	9	4,265	\$522.82	\$0.1226	9	4,807	\$590.89	\$0.1229
Residential (Dom-In - All Electric)	E2	608	341,256	\$42,496.39	0	\$0.1245	\$0.1219	600	411,193	\$48,798.42	\$0.1187	604	564,281	\$66,628.60	\$0.1181
Res.(Dom-In - All Elec.) w/Ecosmart	E2E	1	655	\$80.58	0	\$0.1230	\$0.1253	1	543	\$65.68	\$0.1210	1	418	\$52.69	\$0.1261
Total Residential (Domestic)		3,951	2,374,200	\$294,096.54	0	\$0.1239	\$0.1236	3,953	2,244,367	\$270,373.05	\$0.1205	3,949	2,580,342	\$311,861.94	\$0.1209
Residential (Rural-Out)	ER1	783	647,138	\$84,620.90	0	\$0.1308	\$0.1298	780	685,224	\$86,337.74	\$0.1260	773	765,076	\$96,763.07	\$0.1265
Residential (Rural-Out) w/Ecosmart	ER1E	4	2,519	\$338.64	0	\$0.1344	\$0.1328	4	2,675	\$346.59	\$0.1296	4	3,295	\$423.51	\$0.1285
Residential (Rural-Out - All Electric)	ER2	373	341,672	\$44,238.91	0	\$0.1295	\$0.1280	375	403,035	\$49,945.45	\$0.1239	376	472,990	\$58,795.22	\$0.1243
Res. (Rural-Out - All Electric) w/Ecosmar	ER2E	2	1,457	\$192.74	0	\$0.1323	\$0.1285	2	1,834	\$230.21	\$0.1255	2	2,390	\$298.17	\$0.1248
Residential (Rural-Out w/Dmd)	ER3	16	19,264	\$2,441.54	172	\$0.1267	\$0.1217	16	64,428	\$7,518.60	\$0.1167	16	139,280	\$16,276.44	\$0.1169
Residential (Rural-Out - All Electric w/Dm	ER4	9	7,575	\$987.87	66	\$0.1304	\$0.1260	9	24,064	\$2,842.60	\$0.1181	9	29,151	\$3,474.71	\$0.1192
Total Residential (Rural)		1,187	1,019,625	\$132,820.60	238	\$0.1303	\$0.1289	1,186	1,181,260	\$147,221.19	\$0.1246	1,180	1,412,182	\$176,031.12	\$0.1247
Commercial (1 Ph-In - No Dmd)	EC2	73	31,927	\$5,082.08	11	\$0.1592	\$0.1571	73	33,935	\$5,213.13	\$0.1536	72	33,842	\$5,248.60	\$0.1551
Commercial (1 Ph-Out - No Dmd)	EC2O	48	7,158	\$1,519.28	0	\$0.2122	\$0.2010	48	7,896	\$1,585.34	\$0.2008	48	11,116	\$2,015.82	\$0.1813
Total Commercial (1 Ph) No Dmd		121	39,085	\$6,601.36	11	\$0.1689	\$0.1654	121	41,831	\$6,798.47	\$0.1625	120	44,958	\$7,264.42	\$0.1616
Commercial (1 Ph-In - w/Demand)	EC1	260	333,955	\$50,414.30	2055	\$0.1510	\$0.1501	261	291,661	\$43,822.32	\$0.1503	261	284,512	\$42,367.67	\$0.1489
Commercial (1 Ph-Out - w/Demand)	EC1O	25	43,706	\$5,912.53	144	\$0.1353	\$0.1363	26	42,872	\$5,729.42	\$0.1336	25	43,761	\$5,916.71	\$0.1352
Total Commercial (1 Ph) w/Demand		285	377,661	\$56,326.83	2,199	\$0.1491	\$0.1484	287	334,533	\$49,551.74	\$0.1481	286	328,273	\$48,274.38	\$0.1471
Commercial (3 Ph-Out - No Dmd)	EC4O	2	80	\$46.53	4	\$0.5816	\$0.1389	2	80	\$46.22	\$0.5778	2	17,480	\$2,292.64	\$0.1312
Total Commercial (3 Ph) No Dmd		2	80	\$46.53	4	\$0.5816	\$0.1389	2	80	\$46.22	\$0.5778	2	17,480	\$2,292.64	\$0.1312
Commercial (3 Ph-In - w/Demand)	EC3	209	1,702,362	\$223,994.72	6220	\$0.1316	\$0.1328	205	1,433,490	\$184,075.24	\$0.1284	204	1,281,988	\$166,754.24	\$0.1301
Commercial (3 Ph-Out - w/Demand)	EC3O	37	298,204	\$41,023.08	1572	\$0.1376	\$0.1332	38	437,383	\$55,388.91	\$0.1266	37	498,587	\$62,293.93	\$0.1249
Commercial (3 Ph-Out - w/Dmd.&Sub-St.	E3SO	3	105,920	\$13,083.62	418	\$0.1235	\$0.1238	3	111,840	\$13,266.17	\$0.1186	3	124,400	\$14,870.27	\$0.1195
Commercial (3 Ph-In - w/Demand, No Tax)	EC3T	1	7,320	\$925.93	24	\$0.1265	\$0.1357	1	4,720	\$688.22	\$0.1458	1	1,880	\$317.02	\$0.1686
Total Commercial (3 Ph) w/Demand		250	2,113,806	\$279,027.35	8,234	\$0.1320	\$0.1323	247	1,987,433	\$253,418.54	\$0.1275	245	1,906,855	\$244,235.46	\$0.1281
Large Power (In - w/Dmd & Rct)	EL1	20	2,330,080	\$248,092.31	5359	\$0.1065	\$0.1083	20	2,168,883	\$222,936.81	\$0.1028	20	2,006,153	\$213,358.86	\$0.1064
Large Power (In - w/Dmd & Rct, w/SbCr)	EL2	3	1,093,394	\$107,573.02	2160	\$0.0984	\$0.0989	3	1,022,737	\$97,146.25	\$0.0950	3	927,888	\$88,035.71	\$0.0949
Large Power (Out - w/Dmd & Rct, w/SbCr)	EL2O	1	471,600	\$51,894.73	1119	\$0.1100	\$0.1076	1	540,000	\$52,214.92	\$0.0967	1	480,000	\$48,097.78	\$0.1002
Large Power (In - w/Dmd & Rct, w/SbCr)	EL3	2	82,736	\$14,921.36	537	\$0.1803	\$0.1462	2	88,348	\$8,206.94	\$0.0929	2	85,831	\$8,470.21	\$0.0987
Total Large Power		26	3,977,810	\$422,481.42	9,175	\$0.1062	\$0.1065	26	3,819,968	\$380,504.92	\$0.0996	26	3,499,672	\$357,962.56	\$0.1023
Industrial (In - w/Dmd & Rct, w/SbCr)	EI1	1	1,024,215	\$94,884.34	1824	\$0.0926	\$0.0951	1	1,089,751	\$95,026.41	\$0.0872	1	1,008,863	\$93,691.01	\$0.0929
Industrial (In - w/Dmd & Rct, No/SbCr)	EI2	1	850,818	\$80,494.14	1592	\$0.0946	\$0.0978	1	793,944	\$73,110.92	\$0.0921	1	580,356	\$61,860.44	\$0.1066
Total Industrial		2	1,875,033	\$175,378.48	3,416	\$0.0935	\$0.0963	2	1,883,695	\$168,137.33	\$0.0893	2	1,589,219	\$155,551.45	\$0.0979
Interdepartmental (In - No Dmd)	ED1	10	24,460	\$3,439.21	131	\$0.1406	\$0.1302	9	35,134	\$4,725.24	\$0.1345	9	47,039	\$5,798.00	\$0.1233
Interdepartmental (Out - w/Dmd)	ED2O	2	332	\$67.85	0	\$0.2044	\$0.1965	2	269	\$58.51	\$0.2175	2	275	\$59.76	\$0.2173
Interdepartmental (In - w/Dmd)	ED2	28	24,160	\$3,519.12	0	\$0.1457	\$0.1403	28	44,216	\$5,978.93	\$0.1352	32	59,195	\$8,039.29	\$0.1358
Interdepartmental (3Ph-In - w/Dmd)	ED3	10	140,597	\$17,423.92	373	\$0.1239	\$0.1278	11	192,105	\$24,351.34	\$0.1268	11	232,067	\$29,509.11	\$0.1272
Interdepartmental (Street Lights)	EDSL	7	63,071	\$5,867.80	0	\$0.0930	\$0.0930	7	63,071	\$5,850.46	\$0.0928	7	63,071	\$5,874.10	\$0.0931
Interdepartmental (Traffic Signals)	EDTS	8	1,563	\$144.53	0	\$0.0925	\$0.0925	9	1,805	\$166.87	\$0.0924	9	1,768	\$163.49	\$0.0925
Generators (JV2 Power Cost Only)	GJV2	1	15,181	\$404.57	27	\$0.0266	\$0.0000	1	21,949	\$501.75	\$0.0229	1	24,724	\$724.66	\$0.0293
Generators (JV5 Power Cost Only)	GJV5	0	0	\$0.00	0	\$0.0000	\$0.0000	1	11,273	\$257.70	\$0.0229	1	14,021	\$410.96	\$0.0293
Total Interdepartmental		66	269,364	\$30,867.00	531	\$0.1146	\$0.1156	68	369,822	\$41,890.80	\$0.1133	72	442,160	\$50,579.37	\$0.1144
SUB-TOTAL CONSUMPTION & DEMAND		5,890	12,046,664	\$1,397,646.11	23,808	\$0.1160	\$0.1171	5,892	11,862,989	\$1,317,942.26	\$0.1111	5,882	11,821,141	\$1,354,053.34	\$0.1145
Street Lights (In)	SLO	14	0	\$13.43	0	\$0.0000	\$0.0458	13	0	\$13.29	\$0.0000	13	0	\$13.28	\$0.0000
Street Lights (Out)	SLOO	2	0	\$1.91	0	\$0.0000	\$0.0000	2	0	\$1.92	\$0.0000	2	0	\$1.92	\$0.0000
Total Street Light Only		16	0	\$15.34	0	\$0.0000	\$0.0518	15	0	\$15.21	\$0.0000	15	0	\$15.20	\$0.0000
TOTAL CONSUMPTION & DEMAND		5,906	12,046,664	\$1,397,661.45	23,808	\$0.1160	\$0.1171	5,907	11,862,989	\$1,317,957.47	\$0.1111	5,897	11,821,141	\$1,354,068.54	\$0.1145



BILLING SUMMARY AND COA																
DECEMBER, 2018																
2018 - DECEMBER BILLING WITH OCTOBER 2017																
		Feb-18				Mar-18				Apr-18				May-18		
Class and/or	Rate	# of	Feb-18	Feb-18	Cost / kWh	# of	Mar-18	Mar-18	Cost / kWh	# of	Apr-18	Apr-18	Cost / kWh	# of	May-18	Cost / kWh
Schedule	Code	Bills	(kWh Usage)	Billed	For Month	Bills	(kWh Usage)	Billed	For Month	Bills	(kWh Usage)	Billed	For Month	Bills	(kWh Usage)	For Month
Residential (Dom-In)	E1	3,343	2,600,843	\$315,462.64	\$0.1213	3,335	2,361,100	\$298,911.41	\$0.1266	3,327	1,844,873	\$230,921.77	\$0.1252	3,338	2,025,759	\$250,458.51
Residential (Dom-In) w/Ecosmart	E1E	8	4,499	\$559.08	\$0.1243	8	4,002	\$520.81	\$0.1301	8	3,412	\$438.16	\$0.1284	8	3,653	\$463.51
Residential (Dom-In - All Electric)	E2	602	864,143	\$101,722.88	\$0.1177	606	786,539	\$96,518.49	\$0.1227	606	573,242	\$69,171.99	\$0.1207	599	614,613	\$73,494.30
Res.(Dom-In - All Elec.) w/Ecosmart	E2E	1	535	\$66.78	\$0.1248	1	523	\$67.78	\$0.1296	1	464	\$59.06	\$0.1273	1	499	\$62.77
Total Residential (Domestic)		3,954	3,470,020	\$417,811.38	\$0.1204	3,950	3,152,164	\$398,018.49	\$0.1256	3,942	2,421,991	\$300,590.98	\$0.1241	3,946	2,644,524	\$324,479.09
Residential (Rural-Out)	ER1	771	986,496	\$124,341.31	\$0.1260	771	908,972	\$119,325.99	\$0.1313	772	716,346	\$92,931.50	\$0.1297	772	764,153	\$98,209.08
Residential (Rural-Out) w/Ecosmart	ER1E	4	4,035	\$517.35	\$0.1282	4	3,609	\$483.33	\$0.1339	4	2,843	\$378.47	\$0.1331	4	2,900	\$383.51
Residential (Rural-Out - All Electric)	ER2	377	639,067	\$79,311.81	\$0.1241	376	583,114	\$75,345.72	\$0.1292	376	442,647	\$56,439.39	\$0.1275	375	466,587	\$59,001.30
Res. (Rural-Out - All Electric) w/Ecosmar	ER2E	2	3,571	\$442.41	\$0.1239	2	3,058	\$395.64	\$0.1294	2	2,323	\$296.55	\$0.1277	2	2,756	\$346.45
Residential (Rural-Out w/Dmd)	ER3	16	93,486	\$11,174.66	\$0.1195	16	25,797	\$3,325.21	\$0.1289	16	29,177	\$3,628.53	\$0.1244	16	22,621	\$2,837.29
Residential (Rural-Out - All Electric w/Dm	ER4	9	11,992	\$1,508.09	\$0.1258	9	11,504	\$1,502.79	\$0.1306	9	9,571	\$1,229.34	\$0.1284	9	9,461	\$1,210.66
Total Residential (Rural)		1,179	1,738,647	\$217,295.63	\$0.1250	1,178	1,536,054	\$200,378.68	\$0.1305	1,179	1,202,907	\$154,903.78	\$0.1288	1,178	1,268,478	\$161,988.29
Commercial (1 Ph-In - No Dmd)	EC2	73	43,883	\$6,642.26	\$0.1514	74	41,741	\$6,562.97	\$0.1572	73	34,316	\$5,405.33	\$0.1575	73	36,466	\$5,675.44
Commercial (1 Ph-Out - No Dmd)	EC2O	48	12,402	\$2,206.58	\$0.1779	48	10,219	\$1,966.08	\$0.1924	48	7,512	\$1,569.60	\$0.2089	48	7,657	\$1,584.22
Total Commercial (1 Ph) No Dmd		121	56,285	\$8,848.84	\$0.1572	122	51,960	\$8,529.05	\$0.1641	121	41,828	\$6,974.93	\$0.1668	121	44,123	\$7,259.66
Commercial (1 Ph-In - w/Demand)	EC1	261	328,599	\$48,114.24	\$0.1464	261	339,671	\$51,012.55	\$0.1502	259	288,035	\$43,656.94	\$0.1516	260	307,573	\$45,594.90
Commercial (1 Ph-Out - w/Demand)	EC1O	25	50,064	\$6,772.87	\$0.1353	25	52,526	\$7,223.28	\$0.1375	25	46,069	\$6,223.64	\$0.1351	25	48,846	\$6,563.38
Total Commercial (1 Ph) w/Demand		286	378,663	\$54,887.11	\$0.1449	286	392,197	\$58,235.83	\$0.1485	284	334,104	\$49,880.58	\$0.1493	285	356,419	\$52,158.28
Commercial (3 Ph-Out - No Dmd)	EC4O	2	30,880	\$4,075.47	\$0.1320	2	1,400	\$226.32	\$0.1617	2	80	\$46.57	\$0.5821	2	160	\$57.04
Total Commercial (3 Ph) No Dmd		2	30,880	\$4,075.47	\$0.1320	2	1,400	\$226.32	\$0.1617	2	80	\$46.57	\$0.5821	2	160	\$57.04
Commercial (3 Ph-In - w/Demand)	EC3	206	1,371,679	\$179,694.62	\$0.1310	204	1,414,470	\$190,732.90	\$0.1348	205	1,352,644	\$177,660.41	\$0.1313	206	1,259,932	\$167,538.58
Commercial (3 Ph-Out - w/Demand)	EC3O	37	387,026	\$50,165.48	\$0.1296	37	336,281	\$45,317.24	\$0.1348	37	302,403	\$40,173.61	\$0.1328	37	291,806	\$38,489.64
Commercial (3 Ph-Out - w/Dmd.&Sub-St.	E3SO	3	121,400	\$14,925.35	\$0.1229	3	128,240	\$16,205.40	\$0.1264	3	116,440	\$14,345.25	\$0.1232	3	112,760	\$13,817.29
Commercial (3 Ph-In - w/Demand, No Tax)	EC3T	1	1,880	\$246.39	\$0.1311	1	1,920	\$259.83	\$0.1353	1	1,840	\$244.53	\$0.1329	1	1,560	\$211.67
Total Commercial (3 Ph) w/Demand		247	1,881,985	\$245,031.84	\$0.1302	245	1,880,911	\$252,515.37	\$0.1343	246	1,773,327	\$232,423.80	\$0.1311	247	1,666,058	\$220,057.18
Large Power (In - w/Dmd & Rct)	EL1	20	1,814,927	\$198,455.18	\$0.1093	20	2,068,532	\$229,984.97	\$0.1112	20	1,817,901	\$205,936.91	\$0.1133	20	1,963,523	\$210,241.35
Large Power (In - w/Dmd & Rct, w/SbCr)	EL2	3	966,577	\$96,296.51	\$0.0996	3	949,906	\$96,998.93	\$0.1021	3	969,637	\$96,304.33	\$0.0993	3	1,045,153	\$100,795.15
Large Power (Out - w/Dmd & Rct, w/SbCr)	EL2O	1	367,200	\$41,884.75	\$0.1141	1	523,200	\$56,086.13	\$0.1072	1	444,000	\$47,885.41	\$0.1079	1	471,600	\$50,751.07
Large Power (In - w/Dmd & Rct, w/SbCr)	EL3	2	116,013	\$10,980.28	\$0.0946	2	110,023	\$10,673.16	\$0.0970	2	96,895	\$9,570.11	\$0.0988	2	90,319	\$16,168.72
Total Large Power		26	3,264,717	\$347,616.72	\$0.1065	26	3,651,661	\$393,743.19	\$0.1078	26	3,328,433	\$359,696.76	\$0.1081	26	3,570,595	\$377,956.29
Industrial (In - w/Dmd & Rct, w/SbCr)	EI1	1	839,013	\$84,432.41	\$0.1006	1	1,048,501	\$101,993.48	\$0.0973	1	992,995	\$96,681.73	\$0.0974	1	1,108,376	\$103,727.01
Industrial (In - w/Dmd & Rct, No/SbCr)	EI2	1	589,615	\$64,585.76	\$0.1095	1	749,970	\$75,744.35	\$0.1010	1	736,520	\$72,152.25	\$0.0980	1	786,160	\$74,992.99
Total Industrial		2	1,428,628	\$149,018.17	\$0.1043	2	1,798,471	\$177,737.83	\$0.0988	2	1,729,515	\$168,833.98	\$0.0976	2	1,894,536	\$178,720.00
Interdepartmental (In - No Dmd)	ED1	9	63,930	\$7,771.28	\$0.1216	10	60,747	\$7,601.39	\$0.1251	9	48,986	\$6,069.77	\$0.1239	9	47,900	\$5,970.07
Interdepartmental (Out - w/Dmd)	ED2O	2	257	\$57.92	\$0.2254	2	265	\$60.17	\$0.2271	2	249	\$57.06	\$0.2292	2	383	\$74.54
Interdepartmental (In - w/Dmd)	ED2	30	85,669	\$11,592.07	\$0.1353	27	72,209	\$10,123.32	\$0.1402	27	52,880	\$7,304.00	\$0.1381	27	55,096	\$7,563.78
Interdepartmental (3Ph-In - w/Dmd)	ED3	11	317,586	\$38,870.80	\$0.1224	11	280,875	\$35,935.72	\$0.1279	11	247,163	\$31,549.71	\$0.1276	11	235,246	\$29,667.69
Interdepartmental (Street Lights)	EDSL	7	63,071	\$5,866.74	\$0.0930	7	63,071	\$5,859.59	\$0.0929	7	63,071	\$5,855.66	\$0.0928	7	63,071	\$5,867.78
Interdepartmental (Traffic Signals)	EDTS	9	1,772	\$163.83	\$0.0925	9	1,800	\$166.43	\$0.0925	9	1,574	\$145.53	\$0.0925	9	1,683	\$155.62
Generators (JV2 Power Cost Only)	GJV2	1	30,393	\$1,009.05	\$0.0332	1	27,905	\$375.32	\$0.134	1	22,929	\$67.95	\$0.0248	1	23,658	\$606.35
Generators (JV5 Power Cost Only)	GJV5	1	19,852	\$659.09	\$0.0332	1	16,182	\$217.65	\$0.135	1	14,121	\$349.78	\$0.0248	1	15,046	\$399.17
Total Interdepartmental		70	582,530	\$65,990.78	\$0.1133	68	523,054	\$60,339.59	\$0.1154	67	450,973	\$51,899.46	\$0.1151	67	442,083	\$50,305.00
SUB-TOTAL CONSUMPTION & DEMAND		5,887	12,832,355	\$1,510,575.94	\$0.1177	5,879	12,987,872	\$1,547,724.35	\$0.1192	5,869	11,283,158	\$1,325,250.84	\$0.1175	5,874	11,886,976	\$1,372,980.83
Street Lights (In)	SLO	13	0	\$13.28	\$0.0000	13	0	\$13.28	\$0.0000	13	0	\$13.28	\$0.0000	14	3,877	\$30.60
Street Lights (Out)	SLOO	2	0	\$1.91	\$0.0000	2	0	\$1.91	\$0.0000	2	0	\$1.92	\$0.0000	2	0	\$1.91
Total Street Light Only		15	0	\$15.19	\$0.0000	15	0	\$15.19	\$0.0000	15	0	\$15.20	\$0.0000	16	3,877	\$32.51
TOTAL CONSUMPTION & DEMAND		5,902	12,832,355	\$1,510,591.13	\$0.1177	5,894	12,987,872	\$1,547,739.54	\$0.1192	5,884	11,283,158	\$1,325,266.04	\$0.1175	5,890	11,890,853	\$1,373,013.34

BILLING SUMMARY AND COA																				
DECEMBER, 2018																				
2018 - DECEMBER BILLING WITH OCTOBER 201																				
		Jun-18				Jul-18				Aug-18				Sep-18				Oct-18		
Class and/or	Rate	# of	Jun-18	Jun-18	Cost / kWh	# of	Jul-18	Jul-18	Cost / kWh	# of	Aug-18	Aug-18	Aug-18	Cost / kWh	# of	Sep-18	Sep-18	Sep-18	Cost / kWh	# of
Schedule	Code	Bills	(kWh Usage)	Billed	For Month	Bills	(kWh Usage)	Billed	For Month	Bills	(kWh Usage)	Billed	For Month	For Month	Bills	(kWh Usage)	Billed	For Month	For Month	Bills
Residential (Dom-In)	E1	3,335	1,635,032	\$206,075.76	\$0.1260	3,338	2,295,429	\$295,529.06	\$0.1287	3,341	3,151,485	\$400,929.74	\$0.1272	3,350	3,081,597	\$381,317.28	\$0.1237	3,337		
Residential (Dom-In) w/Ecosmart	E1E	8	3,214	\$413.78	\$0.1287	8	4,978	\$645.47	\$0.1297	8	6,640	\$850.61	\$0.1281	8	6,146	\$768.44	\$0.1260	8		
Residential (Dom-In - All Electric)	E2	609	393,792	\$48,468.41	\$0.1231	611	391,996	\$50,714.07	\$0.1294	606	481,142	\$61,772.51	\$0.1284	612	480,532	\$59,991.48	\$0.1248	606		
Res.(Dom-In - All Elec.) w/Ecosmart	E2E	1	440	\$56.08	\$0.1275	1	574	\$74.89	\$0.1309	1	809	\$103.78	\$0.1283	1	944	\$116.65	\$0.1236	1		
Total Residential (Domestic)		3,953	2,032,478	\$255,014.03	\$0.1255	3,958	2,692,977	\$346,963.49	\$0.1288	3,956	3,640,076	\$463,656.64	\$0.1274	3,971	3,569,219	\$442,193.85	\$0.1239	3,952		
Residential (Rural-Out)	ER1	778	587,622	\$77,418.16	\$0.1317	781	750,836	\$101,456.97	\$0.1351	787	895,059	\$120,261.79	\$0.1344	785	891,997	\$116,624.29	\$0.1307	783		
Residential (Rural-Out) w/Ecosmart	ER1E	4	1,927	\$268.34	\$0.1393	4	2,824	\$392.21	\$0.1389	4	3,437	\$471.60	\$0.1372	4	3,606	\$479.65	\$0.1330	4		
Residential (Rural-Out - All Electric)	ER2	376	340,371	\$44,096.83	\$0.1296	375	401,084	\$53,774.49	\$0.1341	373	463,633	\$61,942.20	\$0.1336	373	461,395	\$59,978.41	\$0.1300	372		
Res. (Rural-Out - All Electric) w/Ecosmar	ER2E	2	1,963	\$252.62	\$0.1287	2	2,000	\$269.44	\$0.1347	2	2,196	\$295.76	\$0.1347	2	2,179	\$285.67	\$0.1311	2		
Residential (Rural-Out w/Dmd)	ER3	16	37,210	\$4,559.30	\$0.1225	16	26,514	\$3,461.34	\$0.1305	16	16,508	\$2,231.69	\$0.1352	16	22,592	\$2,912.12	\$0.1289	16		
Residential (Rural-Out - All Electric w/Dm	ER4	9	7,732	\$1,006.25	\$0.1301	9	8,050	\$1,094.00	\$0.1359	9	9,150	\$1,238.53	\$0.1354	9	9,780	\$1,281.92	\$0.1311	9		
Total Residential (Rural)		1,185	976,825	\$127,601.50	\$0.1306	1,187	1,191,308	\$160,448.45	\$0.1347	1,191	1,389,983	\$186,441.57	\$0.1341	1,189	1,391,549	\$181,562.06	\$0.1305	1,186		
Commercial (1 Ph-In - No Dmd)	EC2	71	31,323	\$4,977.81	\$0.1589	73	34,703	\$5,661.85	\$0.1632	73	35,297	\$5,773.50	\$0.1636	73	38,745	\$6,108.85	\$0.1577	74		
Commercial (1 Ph-Out - No Dmd)	EC2O	48	6,691	\$1,457.49	\$0.2178	48	7,605	\$1,625.00	\$0.2137	48	7,870	\$1,668.23	\$0.2120	48	7,906	\$1,644.36	\$0.2080	48		
Total Commercial (1 Ph) No Dmd		119	38,014	\$6,435.30	\$0.1693	121	42,308	\$7,286.85	\$0.1722	121	43,167	\$7,441.73	\$0.1724	121	46,651	\$7,753.21	\$0.1662	122		
Commercial (1 Ph-In - w/Demand)	EC1	261	280,232	\$42,801.57	\$0.1527	260	306,074	\$48,757.18	\$0.1593	261	348,059	\$54,469.26	\$0.1565	262	398,500	\$59,217.68	\$0.1486	262		
Commercial (1 Ph-Out - w/Demand)	EC1O	25	44,323	\$5,986.77	\$0.1351	25	45,411	\$6,431.09	\$0.1416	25	46,585	\$6,646.59	\$0.1427	25	52,396	\$7,170.55	\$0.1369	25		
Total Commercial (1 Ph) w/Demand		286	324,555	\$48,788.34	\$0.1503	285	351,485	\$55,188.27	\$0.1570	286	394,644	\$61,115.85	\$0.1549	287	450,896	\$66,388.23	\$0.1472	287		
Commercial (3 Ph-Out - No Dmd)	EC4O	2	160	\$57.06	\$0.3566	2	80	\$47.02	\$0.5878	2	40	\$41.55	\$1.0388	2	40	\$41.40	\$1.0350	2		
Total Commercial (3 Ph) No Dmd		2	160	\$57.06	\$0.3566	2	80	\$47.02	\$0.5878	2	40	\$41.55	\$1.0388	2	40	\$41.40	\$1.0350	2		
Commercial (3 Ph-In - w/Demand)	EC3	208	1,329,700	\$176,847.10	\$0.1330	208	1,451,198	\$201,102.33	\$0.1386	206	1,726,146	\$237,768.88	\$0.1377	205	1,852,442	\$246,545.64	\$0.1331	207		
Commercial (3 Ph-Out - w/Demand)	EC3O	37	249,671	\$34,289.25	\$0.1373	37	266,981	\$37,840.28	\$0.1417	37	280,489	\$40,004.85	\$0.1426	37	302,193	\$41,843.55	\$0.1385	37		
Commercial (3 Ph-Out - w/Dmd.&Sub-St.)	E3SO	3	111,800	\$13,732.62	\$0.1228	3	115,360	\$14,950.00	\$0.1296	3	123,520	\$15,953.58	\$0.1292	3	126,360	\$15,879.18	\$0.1257	3		
Commercial (3 Ph-In - w/Demand, No Tax)	EC3T	1	1,760	\$231.87	\$0.1317	1	1,840	\$378.71	\$0.2058	1	5,400	\$755.48	\$0.1399	1	8,880	\$1,126.29	\$0.1269	1		
Total Commercial (3 Ph) w/Demand		249	1,692,931	\$225,100.84	\$0.1330	249	1,835,379	\$254,271.32	\$0.1385	247	2,135,555	\$294,482.79	\$0.1379	246	2,289,875	\$305,394.66	\$0.1334	248		
Large Power (In - w/Dmd & Rct)	EL1	20	2,043,094	\$218,841.15	\$0.1071	20	2,215,512	\$251,260.17	\$0.1134	20	2,304,703	\$260,458.58	\$0.1130	20	2,452,238	\$263,428.77	\$0.1074	20		
Large Power (In - w/Dmd & Rct, w/SbCr)	EL2	3	1,039,022	\$101,982.44	\$0.0982	3	1,090,293	\$111,938.86	\$0.1027	3	1,044,331	\$109,898.03	\$0.1052	3	1,127,543	\$111,927.95	\$0.0983	3		
Large Power (Out - w/Dmd & Rct, w/SbCr)	EL2O	1	465,600	\$50,028.09	\$0.1074	1	465,600	\$52,786.32	\$0.1134	1	433,200	\$51,043.08	\$0.1178	1	507,600	\$54,558.29	\$0.1075	1		
Large Power (In - w/Dmd & Rct, w/SbCr)	EL3	2	56,601	\$14,415.51	\$0.2547	2	80,064	\$15,683.06	\$0.1959	2	80,568	\$15,820.11	\$0.1964	2	80,800	\$13,357.94	\$0.1653	2		
Total Large Power		26	3,604,317	\$385,267.19	\$0.1069	26	3,851,469	\$431,668.41	\$0.1121	26	3,862,802	\$437,219.80	\$0.1132	26	4,168,181	\$443,272.95	\$0.1063	26		
Industrial (In - w/Dmd & Rct, w/SbCr)	EI1	1	1,020,923	\$96,972.73	\$0.0950	1	1,100,078	\$109,317.34	\$0.0994	1	1,045,201	\$104,990.65	\$0.1005	1	1,140,164	\$108,239.67	\$0.0949	1		
Industrial (In - w/Dmd & Rct, No/SbCr)	EI2	1	834,510	\$78,206.94	\$0.0937	1	875,036	\$86,537.35	\$0.0989	1	874,860	\$86,734.40	\$0.0991	1	916,506	\$87,069.32	\$0.0950	1		
Total Industrial		2	1,855,433	\$175,179.67	\$0.0944	2	1,975,114	\$195,854.69	\$0.0992	2	1,920,061	\$191,725.05	\$0.0999	2	2,056,670	\$195,308.99	\$0.0950	2		
Interdepartmental (In - No Dmd)	ED1	11	30,233	\$4,061.10	\$0.1343	11	40,778	\$5,716.66	\$0.1402	11	48,331	\$6,660.05	\$0.1378	10	48,027	\$6,417.77	\$0.1336	10		
Interdepartmental (Out - w/Dmd)	ED2O	2	375	\$73.51	\$0.1960	2	566	\$102.15	\$0.1805	2	670	\$117.07	\$0.1747	2	588	\$103.55	\$0.1761	2		
Interdepartmental (In - w/Dmd)	ED2	27	26,820	\$3,855.19	\$0.1437	28	25,027	\$3,787.47	\$0.1513	30	24,525	\$3,763.69	\$0.1535	29	23,590	\$3,536.12	\$0.1499	28		
Interdepartmental (3Ph-In - w/Dmd)	ED3	11	214,351	\$28,052.21	\$0.1309	11	126,536	\$17,385.49	\$0.1374	11	146,015	\$19,879.21	\$0.1361	10	154,527	\$20,179.18	\$0.1306	10		
Interdepartmental (Street Lights)	EDSL	7	63,071	\$5,846.52	\$0.0927	7	63,071	\$5,867.81	\$0.0930	7	63,071	\$5,865.70	\$0.0930	7	63,071	\$5,868.82	\$0.0931	7		
Interdepartmental (Traffic Signals)	EDTS	9	1,458	\$134.83	\$0.0925	9	1,710	\$158.12	\$0.0925	8	1,455	\$134.54	\$0.0925	8	1,615	\$149.33	\$0.0925	8		
Generators (JV2 Power Cost Only)	GJV2	1	19,731	\$666.32	\$0.0338	1	16,343	\$476.89	\$0.0292	1	13,628	\$354.19	\$0.0260	1	14,354	\$311.19	\$0.0217	1		
Generators (JV5 Power Cost Only)	GJV5	1	12,430	\$419.76	\$0.0338	1	11,874	\$346.48	\$0.0292	1	3,327	\$86.47	\$0.0260	1	6,673	\$144.67	\$0.0217	0		
Total Interdepartmental		69	368,469	\$43,109.44	\$0.1170	70	285,905	\$33,841.07	\$0.1184	71	301,022	\$36,860.92	\$0.1225	68	312,445	\$36,710.63	\$0.1175	66		
SUB-TOTAL CONSUMPTION & DEMAND		5,891	10,893,182	\$1,266,553.37	\$0.1163	5,900	12,226,025	\$1,485,569.57	\$0.1215	5,902	13,687,350	\$1,678,985.90	\$0.1227	5,912	14,285,526	\$1,678,625.98	\$0.1175	5,891		
Street Lights (In)	SLO	14	0	\$13.44	\$0.0000	14	0	\$13.43	\$0.0000	15	0	\$13.58	\$0.0000	14	0	\$13.44	\$0.0000	14		
Street Lights (Out)	SLOO	2	0	\$1.92	\$0.0000	2	0	\$1.91	\$0.0000	2	0	\$1.92	\$0.0000	2	0	\$1.91	\$0.0000	2		
Total Street Light Only		16	0	\$15.36	\$0.0000	16	0	\$15.34	\$0.0000	17	0	\$15.50	\$0.0000	16	0	\$15.35	\$0.0000	16		
TOTAL CONSUMPTION & DEMAND		5,907	10,893,182	\$1,266,568.73	\$0.1163	5,916	12,226,025	\$1,485,584.91	\$0.1215	5,919	13,687,350	\$1,679,001.40	\$0.1227	5,928	14,285,526	\$1,678,641.33	\$0.1175	5,907		



<b>BILLING SUMMARY AND COST</b>													
<b>DECEMBER, 2018</b>													
<b>2018 - DECEMBER BILLING WITH OCTOBER 201</b>													
Class and/or Schedule	Rate Code	Oct-18 (kWh Usage)	Oct-18 Billed	Cost / kWh For Month	Nov-18 # of Bills	Nov-18 (kWh Usage)	Nov-18 Billed	Cost / kWh For Month	TOTAL KWH USAGE PRIOR 12 MO	TOTAL BILLING PRIOR 12 MO	Avg.Cost Per kWh For Period	Avg.Num. of Bills For Period	Avg.Per.% of Bills For Period
Residential (Dom-In)	E1	3,092,403	\$370,556.00	\$0.1198	3,334	2,028,219	\$251,008.17	\$0.1238	27,955,942	\$3,466,746.23	\$0.1240	3,338	56.5308%
Residential (Dom-In) w/Ecosmart	E1E	6,413	\$774.97	\$0.1208	8	4,070	\$511.40	\$0.1257	56,099	\$7,059.94	\$0.1258	8	0.1383%
Residential (Dom-In - All Electric)	E2	477,141	\$57,716.13	\$0.1210	608	341,256	\$42,496.39	\$0.1245	6,379,870	\$777,493.67	\$0.1219	606	10.2587%
Res.(Dom-In - All Elec.) w/Ecosmart	E2E	882	\$105.98	\$0.1202	1	655	\$80.58	\$0.1230	7,286	\$912.72	\$0.1253	1	0.0169%
<b>Total Residential (Domestic)</b>		<b>3,576,839</b>	<b>\$429,153.08</b>	<b>\$0.1200</b>	<b>3,951</b>	<b>2,374,200</b>	<b>\$294,096.54</b>	<b>\$0.1239</b>	<b>34,399,197</b>	<b>\$4,252,212.56</b>	<b>\$0.1236</b>	<b>3,953</b>	<b>66.9447%</b>
Residential (Rural-Out)	ER1	876,121	\$111,314.51	\$0.1271	783	647,138	\$84,620.90	\$0.1308	9,475,040	\$1,229,605.31	\$0.1298	778	13.1758%
Residential (Rural-Out) w/Ecosmart	ER1E	3,496	\$452.74	\$0.1295	4	2,519	\$338.64	\$0.1344	37,166	\$4,935.94	\$0.1328	4	0.0677%
Residential (Rural-Out - All Electric)	ER2	450,295	\$56,878.39	\$0.1263	373	341,672	\$44,238.91	\$0.1295	5,465,890	\$699,748.12	\$0.1280	375	6.3466%
Res. (Rural-Out - All Electric) w/Ecosmar	ER2E	1,978	\$253.52	\$0.1282	2	1,457	\$192.74	\$0.1323	27,705	\$3,559.18	\$0.1285	2	0.0339%
Residential (Rural-Out w/Dmd)	ER3	18,482	\$2,340.33	\$0.1266	16	19,264	\$2,441.54	\$0.1267	515,359	\$62,707.05	\$0.1217	16	0.2710%
Residential (Rural-Out - All Electric w/Dm	ER4	8,778	\$1,125.87	\$0.1283	9	7,575	\$987.87	\$0.1304	146,808	\$18,502.63	\$0.1260	9	0.1524%
<b>Total Residential (Rural)</b>		<b>1,359,150</b>	<b>\$172,365.36</b>	<b>\$0.1268</b>	<b>1,187</b>	<b>1,019,625</b>	<b>\$132,820.80</b>	<b>\$0.1303</b>	<b>15,667,968</b>	<b>\$2,019,058.23</b>	<b>\$0.1289</b>	<b>1,184</b>	<b>20.0474%</b>
Commercial (1 Ph-In - No Dmd)	EC2	38,826	\$5,982.15	\$0.1541	73	31,927	\$5,082.08	\$0.1592	435,004	\$68,333.97	\$0.1571	73	1.2349%
Commercial (1 Ph-Out - No Dmd)	EC2O	7,432	\$1,551.72	\$0.2088	48	7,158	\$1,519.28	\$0.2122	101,464	\$20,393.72	\$0.2010	48	0.8129%
<b>Total Commercial (1 Ph) No Dmd</b>		<b>46,258</b>	<b>\$7,533.87</b>	<b>\$0.1629</b>	<b>121</b>	<b>39,085</b>	<b>\$6,601.36</b>	<b>\$0.1689</b>	<b>536,468</b>	<b>\$88,727.69</b>	<b>\$0.1654</b>	<b>121</b>	<b>2.0478%</b>
Commercial (1 Ph-In - w/Demand)	EC1	448,290	\$63,411.55	\$0.1415	260	333,955	\$50,414.30	\$0.1510	3,955,161	\$593,630.16	\$0.1501	261	4.4159%
Commercial (1 Ph-Out - w/Demand)	EC1O	50,388	\$6,718.61	\$0.1333	25	43,706	\$5,912.53	\$0.1353	566,947	\$77,295.44	\$0.1363	25	0.4248%
<b>Total Commercial (1 Ph) w/Demand</b>		<b>498,678</b>	<b>\$70,130.16</b>	<b>\$0.1406</b>	<b>285</b>	<b>377,661</b>	<b>\$56,326.83</b>	<b>\$0.1491</b>	<b>4,522,108</b>	<b>\$670,925.60</b>	<b>\$0.1484</b>	<b>286</b>	<b>4.8407%</b>
Commercial (3 Ph-Out - No Dmd)	EC4O	40	\$41.25	\$1.0313	2	80	\$46.53	\$0.5816	50,520	\$7,019.07	\$0.1389	2	0.0339%
<b>Total Commercial (3 Ph) No Dmd</b>		<b>40</b>	<b>\$41.25</b>	<b>\$1.0313</b>	<b>2</b>	<b>80</b>	<b>\$46.53</b>	<b>\$0.5816</b>	<b>50,520</b>	<b>\$7,019.07</b>	<b>\$0.1389</b>	<b>2</b>	<b>0.0339%</b>
Commercial (3 Ph-In - w/Demand)	EC3	1,898,554	\$247,165.96	\$0.1302	209	1,702,362	\$223,994.72	\$0.1316	18,074,605	\$2,399,880.62	\$0.1328	206	3.4901%
Commercial (3 Ph-Out - w/Demand)	EC3O	303,888	\$39,846.47	\$0.1311	37	298,204	\$41,023.08	\$0.1376	3,954,912	\$526,676.29	\$0.1332	37	0.6280%
Commercial (3 Ph-Out - w/Dmd.&Sub-St.	E3SO	122,920	\$14,951.02	\$0.1216	3	105,920	\$13,083.62	\$0.1235	1,420,960	\$175,979.75	\$0.1238	3	0.0508%
Commercial (3 Ph-In - w/Demand, No Ta	EC3T	8,040	\$998.75	\$0.1242	1	7,320	\$925.93	\$0.1265	47,040	\$6,384.69	\$0.1357	1	0.0169%
<b>Total Commercial (3 Ph) w/Demand</b>		<b>2,333,402</b>	<b>\$302,962.20</b>	<b>\$0.1298</b>	<b>250</b>	<b>2,113,806</b>	<b>\$279,027.35</b>	<b>\$0.1320</b>	<b>23,497,517</b>	<b>\$3,108,921.35</b>	<b>\$0.1323</b>	<b>247</b>	<b>4.1859%</b>
Large Power (In - w/Dmd & Rct)	EL1	2,560,069	\$266,286.49	\$0.1040	20	2,330,080	\$248,092.31	\$0.1065	25,745,615	\$2,789,281.55	\$0.1083	20	0.3387%
Large Power (In - w/Dmd & Rct, w/SbCr)	EL2	1,114,476	\$107,148.68	\$0.0961	3	1,093,394	\$107,573.02	\$0.0984	12,390,757	\$1,226,045.86	\$0.0989	3	0.0508%
Large Power (Out - w/Dmd & Rct, w/SbCr)	EL2O	488,400	\$51,626.25	\$0.1057	1	471,600	\$51,894.73	\$0.1100	5,658,000	\$608,856.82	\$0.1076	1	0.0169%
Large Power (In - w/Dmd & Rct, w/SbCr)	EL3	79,122	\$14,827.66	\$0.1874	2	82,736	\$14,921.36	\$0.1803	1,047,320	\$153,095.06	\$0.1462	2	0.0339%
<b>Total Large Power</b>		<b>4,242,067</b>	<b>\$439,889.08</b>	<b>\$0.1037</b>	<b>26</b>	<b>3,977,810</b>	<b>\$422,481.42</b>	<b>\$0.1062</b>	<b>44,841,692</b>	<b>\$4,777,279.29</b>	<b>\$0.1065</b>	<b>26</b>	<b>0.4403%</b>
Industrial (In - w/Dmd & Rct, w/SbCr)	EI1	1,112,529	\$101,948.30	\$0.0916	1	1,024,215	\$94,884.34	\$0.0926	12,530,609	\$1,191,905.08	\$0.0951	1	0.0169%
Industrial (In - w/Dmd & Rct, No/SbCr)	EI2	920,929	\$88,265.27	\$0.0958	1	850,818	\$80,494.14	\$0.0946	9,509,224	\$929,754.13	\$0.0978	1	0.0169%
<b>Total Industrial</b>		<b>2,033,458</b>	<b>\$190,213.57</b>	<b>\$0.0935</b>	<b>2</b>	<b>1,875,033</b>	<b>\$175,378.48</b>	<b>\$0.0935</b>	<b>22,039,833</b>	<b>\$2,121,659.21</b>	<b>\$0.0963</b>	<b>2</b>	<b>0.0339%</b>
Interdepartmental (In - No Dmd)	ED1	27,285	\$3,867.27	\$0.1417	10	24,460	\$3,439.21	\$0.1406	522,850	\$68,097.81	\$0.1302	10	0.1665%
Interdepartmental (Out - w/Dmd)	ED2O	387	\$74.91	\$0.1936	2	332	\$67.85	\$0.2044	4,616	\$907.00	\$0.1965	2	0.0339%
Interdepartmental (In - w/Dmd)	ED2	20,986	\$3,091.87	\$0.1473	28	24,160	\$3,519.12	\$0.1457	514,373	\$72,154.85	\$0.1403	28	0.4813%
Interdepartmental (3Ph-In - w/Dmd)	ED3	166,786	\$20,894.12	\$0.1253	10	140,597	\$17,423.92	\$0.1239	2,453,854	\$313,698.50	\$0.1278	11	0.1821%
Interdepartmental (Street Lights)	EDSL	63,071	\$5,866.74	\$0.0930	7	63,071	\$5,867.80	\$0.0930	756,852	\$70,357.72	\$0.0930	7	0.1185%
Interdepartmental (Traffic Signals)	EDTS	1,535	\$141.91	\$0.0924	8	1,563	\$144.53	\$0.0925	19,738	\$1,825.03	\$0.0925	9	0.1468%
Generators (JV2 Power Cost Only)	GJV2	14,090	\$382.54	\$0.0271	1	15,181	\$404.57	\$0.0266	244,885	\$6,380.78	\$0.0261	1	0.0169%
Generators (JV5 Power Cost Only)	GJV5	0	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000	124,799	\$3,291.73	\$0.0264	1	0.0141%
<b>Total Interdepartmental</b>		<b>294,140</b>	<b>\$34,319.38</b>	<b>\$0.1167</b>	<b>66</b>	<b>269,364</b>	<b>\$30,867.00</b>	<b>\$0.1146</b>	<b>4,641,967</b>	<b>\$536,713.42</b>	<b>\$0.1156</b>	<b>69</b>	<b>1.1601%</b>
<b>SUB-TOTAL CONSUMPTION &amp; DEMAND</b>		<b>14,384,032</b>	<b>\$1,646,607.93</b>	<b>\$0.1145</b>	<b>5,890</b>	<b>12,046,664</b>	<b>\$1,397,646.11</b>	<b>\$0.1160</b>	<b>150,197,270</b>	<b>\$17,582,516.42</b>	<b>\$0.1171</b>	<b>5,889</b>	<b>99.7347%</b>
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Street Lights (In)	SLO	0	\$13.43	\$0.0000	14	0	\$13.43	\$0.0000	3,877	\$177.76	\$0.0458	14	0.2315%
Street Lights (Out)	SLOO	0	\$1.92	\$0.0000	2	0	\$1.91	\$0.0000	0	\$22.98	\$0.0000	2	0.0339%
<b>Total Street Light Only</b>		<b>0</b>	<b>\$15.35</b>	<b>\$0.0000</b>	<b>16</b>	<b>0</b>	<b>\$15.34</b>	<b>\$0.0000</b>	<b>3,877</b>	<b>\$200.74</b>	<b>\$0.0518</b>	<b>16</b>	<b>0.2653%</b>
<b>TOTAL CONSUMPTION &amp; DEMAND</b>		<b>14,384,032</b>	<b>\$1,646,623.28</b>	<b>\$0.1145</b>	<b>5,906</b>	<b>12,046,664</b>	<b>\$1,397,661.45</b>	<b>\$0.1160</b>	<b>150,201,147</b>	<b>\$17,582,717.16</b>	<b>\$0.1171</b>	<b>5,905</b>	<b>100.0000%</b>
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**TO: Joint Venture Participants**  
**FROM: Tom Sillasen, Sr. Director Energy Accounting and Reporting**  
**RE: Joint Venture invoice changes for 2019**  
**DATE: December 3, 2018**

Starting January 1, 2019, you will no longer receive separate monthly invoices for your Joint Venture fixed and debt service charges. Going forward, these charges will be included within the existing Joint Venture resource section on your main power supply invoice.

This memo is just a reminder of the upcoming change that was discussed during the Joint Venture Participant Meetings at AMP's annual conference last September.

Please feel free to contact me at 614-540-0948 or [tsillasen@amppartners.org](mailto:tsillasen@amppartners.org) with any additional questions.

Tom Sillasen  
Sr. Director Energy Accounting and Reporting  
American Municipal Power, Inc  
Direct: 614-540-0948  
[tsillasen@amppartners.org](mailto:tsillasen@amppartners.org)



## **OPERATIONS AND MAINTENANCE SERVICES AGREEMENT**

This Operations and Maintenance Services Agreement ("O&M Services Agreement"), dated as of September 26, 2018, is entered by and between AMP Transmission, LLC ("Owner"), an Ohio nonprofit corporation, with offices located at 1111 Schrock Road, Suite 100, Columbus, OH 43229, and Napoleon, Ohio, an Ohio municipal corporation, with offices located at 255 West Riverview Avenue, Napoleon, OH 43545 ("Municipality").

### **RECITALS**

Owner purchased from Municipality four 138 kV SF6 Siemens breakers and associated equipment, including 138kV current and voltage transformers, wave traps, station post insulators and associated equipment (collectively the "Equipment") as well as certain ancillary equipment used or useful in connection with the operation of the Equipment, including certain galvanized steel structures, substation equipment, insulators, ground components, a bus conductor, fittings, supervisory control and data access equipment, and protection and control panels (collectively, the "Supporting Equipment"). The Equipment and Supporting Equipment is located at V180 County Road 13, Napoleon, Ohio 43545 (the "Facility").

Owner desires to retain Municipality for the provision of certain operations and maintenance services at the Facility, and Municipality is willing to perform such services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, and of the mutual covenants, undertakings and conditions set forth below, the Parties agree as follows:

### **ARTICLE I - AGREEMENT**

1.1. Agreement. This Agreement consists of the recitals, and the terms and conditions set forth in this Agreement, as well as the appendices attached to this Agreement. The recitals, appendices and terms and conditions must be read together to obtain a full understanding of the intent of the Parties.

1.2. Relationship of the Parties. Owner is retaining Municipality as an independent contractor to provide the Services set forth in Appendix A at the Facility in support of Owner's operation of the facility. Subject to any limitations expressly set forth in this Agreement as between the Owner and Municipality, Owner delegates to Municipality, and Municipality accepts from Owner, the responsibility of providing these Services at the Facility. Owner and Municipality agree that the scope of delegation is strictly limited to the matters set forth in the Agreement. Without limiting the generality of the foregoing, Owner retains the ultimate authority and obligation to determine whether and to what extent the Facility operates, and Municipality shall never cause the Facility to transmit power except as expressly directed to do so by Owner or any dispatching authority specified by Owner. Municipality has no obligation to upgrade or replace Facility systems

except as expressly directed by Owner, nor shall it be obligated to spend funds outside the Project Account or otherwise employ its own credit to support the Facility.

1.3. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to Municipality's provision of Services at the Facility and supersedes all prior negotiations, undertakings, agreements and business term sheets. Neither Party will be bound by or deemed to have made any representations, warranties, commitments or undertakings, except as expressly stated in this Agreement.

1.4 Definitions. For all purposes of this Agreement (including the preceding sections and recitals), capitalized terms have the meanings specified in Appendix F of this Agreement.

## **ARTICLE II - RESPONSIBILITIES OF MUNICIPALITY**

Municipality shall perform the Services listed in Appendix A, in order to operate and maintain the Facility on behalf of Owner in accordance with this Agreement. This Article II sets forth the processes, limitations and standards applicable to Municipality performance of the Services.

### **2.1 Procurement.**

2.2.1 General. Municipality shall designate, subject to Owner's approval, responsible Persons from among the Site Personnel to sign purchase orders for goods and services to be delivered to the Facility, and to issue such purchase orders to vendors. Municipality shall sign such purchase orders in the name of Owner. Municipality acknowledges that such purchase orders are for the exclusive benefit of Owner and the Facility. Municipality shall (i) negotiate with vendors from Owner-approved standard terms and conditions, including reasonable warranties in favor of Owner, and (ii) endeavor to achieve with each purchase order the best value available to the Owner in terms of price, payment, delivery, warranty, and similar terms.

2.2.2 Non-Budgeted Items. Unless pre-approved by Owner in writing, Municipality shall manage purchasing within the overall total spending approved in a Budget. Municipality may make non-budgeted purchases without first receiving Owner approval only if, in Municipality's reasonable judgment, such purchases are required to address an Emergency. Municipality must notify Owner of any non-budgeted Emergency purchase in writing as soon as reasonably possible, but not more than five days after making the purchase.

2.2.3 Extraordinary Items. Notwithstanding that a purchase is contemplated by a Budget, Municipality shall obtain Owner's written approval prior to procurement of any Extraordinary Item. Owner may elect to directly procure Extraordinary Items.

2.3 Dispatch. Municipality shall comply with any applicable dispatch instructions of the Owner (or any successor of the Owner, or other Person identified by Owner in writing to Municipality as being authorized to provide dispatch instructions, including PJM). In the event Municipality receives conflicting dispatch instructions, Municipality shall follow the dispatch instructions of Owner unless Municipality determines, in its reasonable judgment, that so doing so would be reasonably likely to be in violation of Applicable Law, in which case it will inform Owner of the potential violation and await further instructions from Owner.

2.4 Standards for Performance of the Services. Municipality shall perform the Services in accordance with (i) the O&M Manuals, (ii) the Facility Manuals, (iii) the applicable Budget and Plan, (iv) Applicable Laws, (v) Prudent Operation and Maintenance Practices, (vi) insurer requirements delivered to Municipality by Owner in writing, (vii) the requirements in the Facility Agreements and (viii) this Agreement. Subject to the other provisions of this Agreement, Municipality will perform the Services and other obligations under this Agreement in a manner consistent with Owner's directions. The Parties acknowledge and agree that actions taken (or not taken) by Municipality pursuant to Owner's direction shall be deemed to comply with the Standards of Performance, and Municipality shall have no liability for acting or refraining to act in accordance with Owner's directions. The Parties further acknowledge that reference to the Facility Agreements is not intended to and does not make Municipality a party to the Facility Agreements or to impose any obligations on Municipality under the Facility Agreements.

2.5 Personnel Matters. Municipality shall provide all labor, professional, supervisory, and managerial personnel needed to perform the Services properly and timely. Municipality organizational chart is attached at Appendix F. Municipality shall be solely responsible for determining the working hours, rates of compensation and all other matters relating to the employment of Municipality's Site Personnel and Administrative Personnel. Except as otherwise provided in this Agreement, Municipality shall retain sole authority, control and responsibility with respect to its employment policy. Municipality shall submit for Owner's approval the staffing requirements for the Facility. All Municipality-provided personnel shall be qualified and experienced in the duties to which they are assigned, shall be capable of operating and maintaining the Facility and Facility Site in accordance with this Agreement, shall meet all Applicable Law requirements for power plant operating personnel, and shall possess all required licenses and certifications (including a valid driver's license).

2.6 No Liens or Encumbrances. Municipality shall keep and maintain the Facility free and clear of all liens and encumbrances resulting from the personal debts and obligations of Municipality or the failure by Municipality to perform the Services.

2.7 Emergency Action. In the event of (a) an emergency affecting the safety, health or protection of, or otherwise endangering, any persons, property, or the environment located at or about the Facility or (b) an unplanned complete loss of electric transmission (collectively an "Emergency"), Municipality shall take immediate action to prevent or mitigate any damage, injury or loss threatened by such Emergency, and shall

notify Owner of such Emergency and Municipality's response as soon as practical under the circumstances. To the extent Municipality deems reasonable in response to an Emergency, Municipality may procure goods and services as necessary to respond to an Emergency, the costs of which shall be Site Costs.

3.9 Licenses and Permits. Municipality shall obtain and maintain all permits, licenses and other governmental consents, authorizations, or approvals required by Applicable Law to be maintained by Municipality or any of its employees, in its or their own name, to enable Municipality to properly perform the Services. The Owner will cooperate with Municipality in procuring those permits, licenses and other governmental consents, authorizations, or approvals. Municipality shall (1) review and keep current with the requirements of all Applicable Laws; (2) assist Owner in securing and complying with, and shall itself comply with, all of the foregoing requirements applicable to Municipality's performance of this Agreement, including without limitation, all necessary Facility permits (and renewals of those permits) attributable to the Facility or the Facility Site, storage, disposal and emissions testing and safety; and (3) shall initiate and maintain precautions and procedures necessary to comply with, and shall itself comply with, applicable provisions of all such Applicable Laws, including those related to prevention of injury to persons or damage to property.

### **ARTICLE III - ITEMS TO BE FURNISHED BY OWNER**

3.1 General. Owner expressly reserves the exclusive authority to make, and shall make, such business and strategic decisions as it deems appropriate from time to time in reference to the operation and maintenance of the Facility.

3.2 Information. Owner shall provide to Municipality copies of all Facility Agreements, and any modifications or additional Facility Agreements promptly after execution thereof, as well as all Municipality-requested technical, operational and other Facility information in Owner's possession that supports Municipality performance of the Services. Subject to the Standards of Performance, Municipality will be entitled to rely upon any information provided by Owner or any other party to the Facility Agreements in the performance of the Services.

3.3 Access to Facility. Municipality has the right to access the Site at any time. Municipality shall provide Owner access to the building, and to persons and data at the Facility upon reasonable request and notice. Owner and Municipality shall comply with the Standard Operating Procedures regarding access to the building attached hereto as Attachment 1.

3.4 Other Owner Supplied Items. Owner shall work with Municipality to ensure that both Owner and Municipality have the following:

3.4.1 Facility Manuals. Owner shall provide the master copies of the Facility Manuals to Municipality for use in development of the O&M Manuals. Thereafter,

Owner shall provide Municipality with any updates to the Facility Manuals received from equipment manufacturers.

3.4.2 Spare Parts and Supplies. Municipality shall provide and furnish to Owner an initial inventory of spare parts and supplies as necessary for Municipality to perform the Services. Municipality shall submit a list of additional inventory, if any, to be purchased to support Municipality's obligations under this Agreement. Owner and Municipality shall mutually agree on the additional inventory and Municipality shall procure such inventory. Municipality shall be responsible for the care, control, replenishment and proper maintenance and storage of all spare parts and supplies. Owner shall fund additional purchases of spare parts and supplies as set forth in a Budget.

3.5 Facility Agreements. Owner shall administer and comply with the Facility Agreements. Owner shall provide Municipality written notice of any changes to requirements under the Facility Agreements or a copy of any agreement replacing any Facility Agreement.

3.6 Permits. Owner shall obtain from the appropriate Governmental Authorities all Permits for the ownership, operation and maintenance of the Facility and shall obtain all such Permits in Owner's name.

#### **ARTICLE IV - REPRESENTATIVES, BUDGETS AND REPORTS**

##### **4.1 Representatives of Municipality.**

4.1.1 Municipality Project Supervisor. Promptly after the Effective Date, Municipality shall appoint a Project Supervisor from its Administrative Personnel who shall be authorized to represent Municipality with Owner concerning Municipality performance of the Services. The Project Supervisor shall also coordinate the Administrative Personnel in supporting the Site Personnel. Municipality shall notify Owner in writing of the identity of the Project Supervisor, and of any successors. .

4.1.2 Municipality Plant Manager. The Plant Manager shall direct and manage Municipality's Site Personnel in the performance of the Services. For issues arising out of the day-to-day administration of the Services, the Plant Manager or his designee may communicate directly with Owner.

4.2 Representatives of Owner. Owner shall appoint an individual (the "General Manager") who shall be authorized and empowered to act for and on behalf of Owner on all matters concerning the operation of the Facility, the day-to-day administration of this Agreement and Owner's obligations hereunder. Owner shall notify Municipality in writing upon the appointment of the General Manager, and of any successors.

##### **4.3 Plans and Budgets.**



4.3.1 Adoption. Municipality shall deliver to Owner a proposed budget for the next two calendar years. Promptly after Municipality delivers the proposed budget to the Owner, the Owner and Municipality shall meet to finalize the budget. One hundred twenty (120) days prior to the beginning of each subsequent Year, Owner and Municipality shall use reasonable efforts to agree on the key assumptions for such Year that Municipality shall use to construct the proposed Budget and Plan with respect to the Services. Municipality shall in detail reasonably acceptable to Owner, include all Site Costs and Administrative Costs to be expended in the performance of the Services. Each final Budget and Plan shall remain in effect throughout the applicable Year, subject to updating, revision and amendment proposed by either Party and consented to in writing by the other Party.

4.3.2 Notification of Variance. If Municipality becomes aware that the aggregate of all Site Costs or Administrative Costs exceeds or will exceed the amount provided in the applicable Budget or that the Facility is operating with any significant deviations or discrepancies from the projections contained in the applicable Plan, Municipality shall promptly so notify Owner.

4.4 Litigation and Permit Lapses. Upon obtaining actual knowledge, either Party shall submit prompt written notice to the other Party of the following, to the extent relating to the Facility or the Services: (i) any litigation, claims or actions filed by or with any Governmental Authority; (ii) any actual refusal to grant, renew or extend, or any action filed with respect to the granting, renewal or extension of, any Permit; (iii) all penalties or notices of violation issued by any Governmental Authority; (iv) any dispute with any Governmental Authority that may affect the Facility; and (v) with respect to the matters identified in items (i), (ii), (iii) or (iv), any threats of such matters, which matters may affect the Facility.

## **ARTICLE V - LIMITATIONS ON AUTHORITY**

5.1 General Limitations. Municipality has no authority to make policies or decisions with respect to the overall operation or maintenance of the Facility as a commercial enterprise. Owner shall determine all such matters. Notwithstanding any provision in this Agreement to the contrary, unless previously approved in a Budget and Plan or otherwise approved in writing by Owner, in connection with Municipality's provision of Services hereunder, Municipality is prohibited from disposing of assets, making expenditures, or taking or agreeing to take any other action that materially varies from the applicable Budget and Plan; provided, however, that in the event of an Emergency, Municipality, without approval from Owner, is authorized to take all reasonable actions to prevent or mitigate such threatened damage, injury or loss in accordance.

## **ARTICLE VI - COMPENSATION AND PAYMENT**

6.1 General. Owner shall pay Municipality, or fund, as applicable, in the manner and at the times specified in this Article 6, all Administrative Costs, Site Costs and the Fee, all as further described below.

6.2 Administrative Costs. Subject to the applicable Budget, Owner shall pay Municipality for the following costs (the "Administrative Costs") incurred by Municipality in performing the Services: (i) time costs for Administrative Personnel when providing the Services at the rates set forth in Appendix D; and (ii) any other cost designated by the Parties as an Administrative Cost pursuant to the terms of this Agreement. In no event do Administrative Costs include the cost of any deductible or self-insured retention under any insurance maintained by Municipality. In no event shall Municipality add any mark-up to the Administrative Costs.

6.3 Site Costs. Subject to the applicable Budget, Owner shall pay Municipality for the following costs (the "Site Costs") incurred or required by Municipality in performing the Services: (i) equipment, material, supplies, consumables, spare parts, replacement components, tools, office equipment and supplies and utilities used at the Facility Site; (ii) special training of Site Personnel conducted on-Site or off-Site and associated travel expenses; (iii) third party advisors, consultants, attorneys, accountants and contractors providing work in support of the Services that cannot reasonably be performed by Site Personnel; (iv) Permits; (v) time costs for Site Personnel when providing the Services at the rates set forth in Appendix D; (vi) costs incurred in response to an Emergency; and (vii) any other activity exclusive of those listed in Section 6.2 that Municipality performs under this Agreement for the benefit of the Facility or that is approved in a Budget pursuant to the terms of this Agreement. In no event do Site Costs include the cost of any deductible or self-insured retention under any insurance maintained by Municipality.

6.4 Fee. In addition to all of the Services provided by Administrative and Site Personnel, the Fee is intended by the Parties to provide Owner with the benefit of the general knowledge that is relevant to the Facility. Although not capable of exhaustive definition, work included within the Fee consists of the following: (i) development and production of standard tools and templates; (ii) transmission of know-how/lessons-learned developed in Municipality's experience; (iii) development and coordination of O&M conferences and webinars; (iv) Owner visits to the Facility, including trips as outlined in the annual operating plan, which could include, but are not limited to, safety and environmental site program evaluation, O&M review and NERC compliance review, the scope of which is established by Municipality in consultation with Owner; (v) quality assessment and management of Site Personnel performance; (vi) provision of responses to issues that arise during performance of the Services; (vii) publication and delivery of general O&M guidance materials; (viii) processing of payroll, benefits administration, and accounting relating to Municipality invoicing; and (ix) monitoring regulatory developments in human resources, federal environmental law, safety and NERC reliability standards, and provision of periodic updates regarding these compliance matters to Site Personnel.

6.5.1 Exclusions. For the avoidance of doubt, work that is in the nature of consulting, customized research, analysis, adaptation or population of general

Municipality materials specifically for the Facility is excluded from the Fee. Although not capable of exhaustive definition, examples of work or items excluded from the Fee that Owner may elect to have performed for additional compensation include: (i) special environmental consulting, compliance and reporting services (beyond brief responses to Site Personnel inquiries on normal compliance and reporting services), permitting, legacy or pre-existing issues support, and monitoring of state environmental law; (ii) safety consulting or audits of safety practices (beyond safety reviews provided under Section 7.11.1); (iii) engineering or other support for Facility emergencies, operational events, capital projects or other Facility improvement initiatives; and, (iv) NERC consulting, audits or audit preparation (beyond NERC compliance reviews ). If the Municipality identifies a need for such extra work, Municipality may recommend such work or offer to perform such work, and request approval for such work with the Owner's Representative. If approved by Owner in writing, such work shall be performed in accordance with the rates set forth in Appendix D.

6.5.2 Escalation. The Fee will be escalated annually beginning on January 1, 2020 by applying the Escalation Factor to each amount pursuant to the method set forth in Appendix C.

6.6 Cost Audit. Owner is entitled to conduct an audit and review of Municipality's records with respect to all Administrative Costs and Site Costs together with any supporting documentation for a period of five (5) years from and after the date of the audited payment. Any dispute arising from a cost audit shall be resolved under Section 13.7.

6.7 Late Payment. To the extent Owner fails to pay any amount required to be paid under this Agreement by the Due Date, the unpaid amount shall accrue simple interest each day at the Late Payment Rate from the Due Date until such amount (plus accrued interest) is paid in full.

## **ARTICLE VII - TERM**

7.1 Term. The initial Term of this Agreement is from and including the Effective Date of September 26, 2018 to December 31, 2024. This Term shall extend in increments of one additional Year starting on January 1 of each subsequent Year until a Party notifies the other Party of its intent not to extend the Term by written notice delivered at least six (6) months prior to the end of any subsequent Year during the extended Term. Notwithstanding the foregoing, this Agreement and the Term is subject to earlier termination pursuant to Sections 7.2 and 7.3.

7.2 Termination by Owner.

7.2.1 Termination for Convenience. Beginning after the first anniversary of the Effective Date, Owner may terminate this Agreement without cause and for Owner's convenience by giving ninety (90) days prior written notice of the



termination to Municipality. Notwithstanding any other provision of this Agreement, if Owner terminates this Agreement for convenience, but there exists an uncured event of Municipality default, Municipality will be entitled to receive only the sums it would be entitled to receive following an Owner termination for cause.

7.2.2 Termination for Cause. Owner is permitted to terminate this Agreement if any of the following events occur: (i) Bankruptcy of Municipality, (ii) payment default by Municipality (other than a disputed payment) that Municipality fails to cure within ten (10) days after Municipality has received written notice of such default; or (iii) default by Municipality in performance of its obligations under this Agreement that has a material effect on the functioning of the Facility and that Municipality has failed to cure or make substantial progress in the reasonable opinion of Owner towards curing within ninety (90) days of written notice of such failure.

7.3 Termination by Municipality. Municipality is permitted to terminate this Agreement if any of the following events occur: (i) payment default by Owner (other than a disputed payment) that is not cured within ten (10) days after the Due Date for any invoice, (ii) Bankruptcy of Owner; or (iii) default by Owner of any other obligation under this Agreement that has a material effect on Municipality's ability to perform the Services and that Owner has failed to cure or make substantial progress in the reasonable opinion of Municipality towards curing within ninety (90) days of written notice of such failure.

In the event of actions or omissions by Owner that, in the reasonable opinion of Municipality, will prevent the Facility from meeting the requirements of the Facility Agreements and Permits: (i) Municipality must promptly give Owner written notice of the actions or omissions and Municipality's related opinion and (ii) Municipality may thereafter terminate this Agreement if Owner has failed to cure or make substantial progress in the reasonable opinion of Municipality towards curing within ninety (90) days of the written notice, suspend the Services until cured, and take such other action as it deems reasonable to mitigate its risks pending cure by Owner.

7.4 Termination Payment. As soon as practicable after all cost information is gathered following termination, Municipality shall invoice Owner for Services rendered by Municipality through the termination date earned through the date of termination but not paid, as such amounts are offset by any other damages due to Owner through such date (collectively, the "Termination Payment"). Owner shall pay the undisputed portion of the invoice for the Termination Payment no later than the Due Date.

7.5 Services Upon Expiration/Termination. Upon notice of expiration or termination of this Agreement by either Municipality or Owner, unless Owner has defaulted on any payment obligations under this Agreement, Owner has the right to specify a period of transition of not longer than ninety (90) days (the "Termination Transition Period") during which Municipality shall (i) continue to provide Services at the Facility in accordance with this Agreement, (ii) cooperate with Owner in planning and implementing a transition to any replacement provider of Services, and (iii) use its

reasonable efforts to minimize disruption of Facility operations in connection with such activities. Owner shall compensate Municipality in accordance with this Agreement during the Termination Transition Period.

## **ARTICLE VIII - INSURANCE**

8.1 The insurance provisions in Appendix G shall apply throughout the Term.

## **ARTICLE IX - INDEMNIFICATION**

9.1 Municipality Indemnification. Subject to the limitations of liability in Sections 10.1 and 10.2, and to the extent permitted by law, Municipality shall indemnify and hold harmless Owner and its Affiliates, and their respective members, officers, directors, employees, agents and representatives (collectively, the "Owner Indemnitees"), from and against, and no Owner Indemnitee shall be responsible for, any and all Liabilities sustained or suffered by any Owner Indemnitee in connection with (i) injury to or death of any person or loss of or damage to the property of third parties or Municipality employees, to the extent caused by Municipality's or its Affiliates' negligence, willful misconduct, violation of any Applicable Law or breach of any representation, warranty or covenant in this Agreement, (ii) infringement of patent rights or copyrights by Municipality or its Affiliates, or (iii) a violation of Applicable Law but only to the extent attributable to Municipality or its Affiliates. Any Liabilities paid by Municipality pursuant to its indemnity obligation under this Section 9.1 are not Administrative Costs or Site Costs.

9.1.1 Municipality's indemnification obligation exists regardless of whether or not the Liabilities are caused in part by an Owner Indemnitee, but Municipality is not obligated to indemnify any Person from and against the consequences of that Person's own negligence.

9.1.2 Municipality's indemnification obligation will not be limited by any insurance policy provided or required in connection with the Facility.

9.2 Owner Indemnification. Subject to the limitations of liability in Sections 10.1 and 10.2, Owner shall indemnify and hold harmless Municipality, and its officers, directors, employees, agents and representatives (collectively, the "Municipality Indemnitees"), from and against, and no Municipality Indemnitee shall have responsibility for, any and all Liabilities sustained or suffered by any Municipality Indemnitee in connection with (i) injury to or death of any person or loss of or damage to property of third parties or Owner employees, to the extent caused by Owner's or its Affiliates' negligence, willful misconduct or violation of any Applicable Law or breach of any representation, warranty or covenant in this Agreement, (ii) infringement of patent rights or copyrights by Owner or its Affiliates, or (iii) a violation of Applicable Law but only to the extent attributable to Owner or its Affiliates.

9.2.1 Owner's indemnification obligation exists regardless of whether or not the Liabilities are caused in part by a Municipality Indemnitee, but Owner is not obligated to indemnify any Person from and against the consequences of that Person's own negligence.

9.2.2 Owner's indemnification obligation will not be limited by any insurance policy provided or required in connection with the Facility.

## **ARTICLE X - LIABILITIES OF THE PARTIES**

10.1 Limitations of Liability. Notwithstanding any provision in this Agreement that may be susceptible to contrary interpretation, neither the Parties nor any Owner Indemnitees or Municipality Indemnitees shall be liable for consequential or indirect loss or damage, including loss of profit, cost of capital, loss of goodwill, or any special or incidental damages. The Parties further agree that the waivers and disclaimers of liability, indemnities, releases from liability and limitations of liability expressed in this Agreement shall survive termination or expiration of this Agreement, and shall apply in all circumstances, whether in contract, equity, tort or otherwise, regardless of the fault, negligence (in whole or in part), strict liability, breach of contract or breach of warranty of the Party indemnified, released or whose liabilities are limited, and shall extend to the Owner Indemnitees and Municipality Indemnitees.

10.2 No Warranties or Guarantees. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES OR GUARANTEES TO THE OTHER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, AND BOTH PARTIES DISCLAIM AND WAIVE ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10.3 Exclusive Remedies. The remedies under this Agreement in respect of or in consequence of (i) any breach of contract, (ii) any negligent act or omission, (iii) death or personal injury, or (iv) loss of or damage to any property, are to the exclusion of any other remedy that either Party may have against the other under Applicable Law.

10.4 Exceptions to Limitations. Notwithstanding any provision in this Agreement that may be susceptible to contrary interpretation, the liability limitations expressed in and all other provisions of this Article X (i) are separate from, and are not to be construed as limiting, any insurance coverage, and (ii) will not apply to claims arising from gross negligence or willful misconduct.

## **ARTICLE XI - CONFIDENTIALITY**

11.1 General. During the Term, and for three (3) years after the expiration or termination of this Agreement, each Party shall hold in confidence any Confidential Information supplied by the other Party. "Confidential Information" means with respect to each Party, all written or oral information of a proprietary, intellectual or similar nature,

relating to a Party's business, projects, operations, activities or affairs, whether of a technical or financial nature or otherwise that has not been publicly disclosed and that the receiving Party acquires directly or indirectly from the disclosing Party. Each receiving Party further agrees to require its contractors, vendors, suppliers and employees, agents or prospective purchasers to preserve the confidentiality of Confidential Information. The receiving Party may make necessary disclosures to third parties directly engaged in the operation, ownership or financing of the Facility if such third parties are under an obligation to receive and hold such Confidential Information in confidence.

11.2 Exceptions. The provisions of this Article XI do not apply to information within one or more of the following categories:

11.2.1 Public Domain. Information that was in the public domain prior to the receiving Party's receipt or that subsequently becomes part of the public domain by publication or otherwise, except by the receiving Party's wrongful act, or

11.2.2 Prior Receipt. Information that the receiving Party can demonstrate was in its possession prior to receipt thereof from the disclosing Party, or

11.2.3 Third Party Delivery. Information received from a third party having no obligation of secrecy with respect thereto.

11.3 Required Disclosure. Notwithstanding the foregoing, any receiving Party required by law, rule, regulation, subpoena or order, or in the course of administrative or judicial proceedings, to disclose Confidential Information that is otherwise required to be maintained in confidence pursuant to this Article XI, may make disclosure notwithstanding the provisions of this Article XI. Prior to doing so, the receiving Party, immediately upon learning of the requirement, shall notify the disclosing Party of the requirement and cooperate to the maximum extent practicable to minimize the disclosure of Confidential Information. Any receiving Party disclosing Confidential Information pursuant to this Section 11.3 shall use reasonable efforts, at the disclosing Party's cost, to obtain proprietary or confidential treatment of Confidential Information by the third party to whom the information will be disclosed, and to the extent such remedies are available, shall use reasonable efforts to seek protective orders limiting the dissemination and use of Confidential Information. Nothing in this Agreement is intended to prevent the disclosing Party from appearing in any proceedings and objecting to the disclosure.

## **ARTICLE XII - MISCELLANEOUS PROVISIONS**

12.1 Assignment. This Agreement is not assignable by a Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that this Agreement may be assigned by Owner to an Affiliate. Assignment pursuant to this Section 12.1 shall not relieve the assigning Party of any of its obligations under this Agreement that arose prior to the date of such assignment. This Agreement

shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties.

12.2 Subcontractors. Subcontracting of the Services shall not relieve Municipality of its duties, liabilities or obligations to Owner. Owner has the right, in its sole discretion, to approve the retention of any subcontractors and the terms and conditions of any subcontract.

12.3 Not for Benefit of Third Parties. Except where a contrary intention is expressly stated, this Agreement and each and every provision hereof are for the exclusive benefit of the Parties that executed this Agreement and not for the benefit of any third party.

#### 12.4 Force Majeure.

12.4.1 Events Constituting Force Majeure. A "Force Majeure Event" is any event that (a) restricts or prevents performance under this Agreement, (b) is not reasonably within the control of the Party affected or caused by the default or negligence of the affected Party and (c) cannot be overcome or avoided by the exercise of due care. Force Majeure Events include failure of a Party to perform due to drought, flood, earthquake, storm, fire, lightning, epidemic, war, terrorism, civil disturbances, sabotage, work stoppages (i.e., strikes, but not including strikes by employees of Municipality, or their respective subcontractors (if any)), accident or curtailment of supply, unavailability of construction materials or replacement equipment beyond the affected Party's control, inability to obtain and maintain Permits from any Governmental Authority for the Facility, restraint by court order, and changes in Applicable Law that affect performance under this Agreement. Except for the obligation of each Party to make payments of amounts owed to the other Party, each Party is excused from performance and will not be considered to be in default in respect to any obligation if performance cannot occur due to a Force Majeure Event. Neither Party shall be relieved of its obligations under this Agreement solely because of increased costs or other adverse economic consequences that may be incurred through the performance of such obligations.

12.4.2 Notice. If a Party's ability to perform its obligations under this Agreement is affected by a Force Majeure Event, the Party claiming such inability shall (i) promptly notify the other Party of the Force Majeure Event and its cause and confirm the same in writing within five (5) Business Days of its discovery, (ii) promptly supply such available information about the Force Majeure Event and its cause as reasonably may be requested by the other Party and (iii) initiate efforts to remove the cause of the Force Majeure Event or to lessen its effect.

12.4.3 Scope. The suspension of performance arising from a Force Majeure Event shall be of no greater scope and no longer duration than necessary. The excused Party shall use its reasonable efforts to remedy its inability to perform as quickly as reasonably possible.



## 12.5 Dispute Resolution.

12.5.1 Notice of Dispute. A Party asserting the existence of a dispute shall deliver a written dispute notice to the other Party, describing the nature and substance of the dispute and proposing a resolution of the dispute.

12.5.2 Negotiation. The Parties shall first attempt in good faith to resolve the dispute through negotiations between (i) the Municipality project supervisor and (ii) the General Manager during the ten (10) Business Days following delivery of the dispute notice, which period may be extended upon agreement of Municipality project supervisor and the General Manager. If a Preliminary Settlement is not achieved at the conclusion of the initial negotiation period, the Parties shall then attempt in good faith to resolve the dispute through negotiations between Municipality's Executive and Owner's Executive.

12.5.4 Litigation. If a settlement is not achieved, either Party may bring an action in a court of competent jurisdiction as defined in the balance of this section. All litigation arising out of or related to this Agreement must be brought in the United States District Court for the Southern District of Ohio, Eastern Division ("Federal Court"). If that Federal Court does not have jurisdiction for any reason, the litigation must be brought only in the Court of Common Pleas of Franklin County, Ohio. THE OWNER AND MUNICIPALITY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER THE LITIGATION SOUNDS IN TORT, CONTRACT, OR OTHERWISE.

12.5.5 Exception for Injunctive Relief. Notwithstanding the provisions set forth above in this Section 14.7, the requirement to submit Disputes to negotiation shall not apply if, and to the extent, that there exists an imminent threat of irreparable injury to a Party and that Party seeks and obtains a temporary restraining order or preliminary injunction in an expedited court proceeding in response to such threat.

12.6 Amendments. No amendments or modifications of this Agreement are valid unless in writing and signed by duly authorized representatives of the Parties.

12.7 Survival. Notwithstanding any provisions to the contrary, the obligations set forth in Article VII and Article VIII (with respect to payments), Article X and Article XII, Section 14.7 and the limitations on liabilities set forth in Article XI will survive, in full force, the expiration or termination of this Agreement.

12.8 No Waiver. No delay, waiver or omission by Owner or Municipality to exercise any right or power arising from any breach or default by Owner or Municipality with respect to any of the terms, provisions or covenants of this Agreement shall be construed to be a waiver by Owner or Municipality of any subsequent breach or default of the same or other terms, provisions or covenants on the part of Owner or Municipality.

12.9 Notices. Any written notice required or permitted under this Agreement shall be deemed to have been duly given on the date of receipt, and shall be either delivered

personally to the Party to whom notice is given, or mailed to the Party to whom notice is to be given, by facsimile, email, or first class registered or certified mail.

12.10 Representations and Warranties. Each Party represents and warrants to the other Party that, as of the date hereof:

12.10.1 Existence. It is duly organized and validly existing under the laws of the state of its organization and has all requisite power and authority to own its property and assets and conduct its business as presently conducted or proposed to be conducted under this Agreement.

12.10.2 Authority. It has the power and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations hereunder.

12.10.3 Validity. It has taken all necessary action to authorize its execution, delivery and performance of this Agreement, and this Agreement constitutes the valid, legal and binding obligation of such Party enforceable against it in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, moratorium or similar laws affecting the rights of creditors or by general equitable principles (whether considered in a proceeding in equity or at law).

12.11 Additional Representation and Warranty by Municipality. Municipality further represents and warrants to Owner that it has substantial expertise and experience in the provision of services to the Facility and it is fully qualified to provide such services at the Facility in accordance with the terms of this Agreement.

12.12 Counterparts. The Parties may execute this Agreement in counterparts that, when signed by each of the Parties, constitute one and the same instrument. Thereafter, each counterpart shall be deemed an original instrument as against any Party who has signed it.

12.13 Governing Law. This Agreement is governed by and shall be construed in accordance with Ohio law, exclusive of the conflicts and choice of law provisions thereof.

12.14 Severability. If any provision of this Agreement, or the application of any such provision to any Person or circumstance, is held invalid by any court or other forum of competent jurisdiction, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid, shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in a manner materially adverse to a Party. Upon any such determination of invalidity, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that this Agreement is consummated as originally contemplated to the greatest extent possible.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized officers as of the date set forth in the preamble to this Agreement.

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## APPENDIX A - SCOPE OF SERVICES

Program Development and Implementation	<p>Develop if program is not in place and memorialize in a manual, or review existing programs and manuals and recommend changes to Owner if necessary, and implement (in coordination/compliance with appropriate Owner policies and procedures) detailed Facility programs, including:</p> <ul style="list-style-type: none"> <li>• Safety and Health Program</li> <li>• Environmental Compliance Program</li> <li>• Operations Program</li> <li>• Maintenance Program</li> <li>• Administrative Program</li> <li>• Training/Qualification Program</li> </ul>
Data Review	Review Owner-provided data related to Facility design, spare parts lists, and Site Personnel training. Provide comments to the Owner.
Budgets	Prepare operation and maintenance budgets. Submit to the Owner for approval.
Routine Maintenance	Perform routine maintenance and scheduled preventive maintenance actions on Facility systems. Establish appropriate predictive maintenance programs.
Tool and Spare Parts Lists	Prepare lists of the inventory of tools and spare parts needed for maintenance and repair of the Facility and its equipment
Inventory Control System	Set up a PC-based inventory control system. Train personnel and integrate it with the Facility purchasing and accounting systems
Plant Staffing	Recruit, hire, transfer, or otherwise acquire qualified personnel in accordance with the Owner-approved staffing plan and schedule for the Facility.
Personnel Administration	Administer personnel functions for Facility employees such as payroll, personnel records, benefit plans, insurance, and grievances.
Accounting Systems	Set up the accounting and inventory control systems at the Facility. Install computer software and train office personnel.
Procurement Systems	Set up the procurement system at the Facility. Purchase and maintain (to the Owner's account) the necessary inventory of tools, spare parts, consumables, and other supplies.
Plant Safety	Follow GEM standard safety procedures including lock out, tag out procedures, and participate in periodic training, including operator personnel training. Conduct Facility walk downs and inspections to identify actual Facility conditions. Develop and implement a site-specific Facility safety manual.
Operations Procedures	Review and amend as necessary comprehensive system operations procedures.
Preventive Maintenance Program	Develop a database for a comprehensive preventive maintenance program and train Site Personnel in the use of the program.
Routine Maintenance	Perform routine and preventive maintenance actions on all Facility systems and equipment in accordance with vendor instructions and the maintenance plan for the facility. This program includes:

	<ul style="list-style-type: none"> <li>Operational Checks. Conduct frequent visual equipment inspections and log significant parameters. Trend and analyze this information as appropriate.</li> <li>Routine and Fixed Interval Maintenance. Identify all preventive maintenance requirements. Schedule and assign routine maintenance during operations, planned outages, or forced or unscheduled outages.</li> </ul>
Major Maintenance and Repairs	In coordination with and support of the Facility Agreements, arrange for scheduled inspections and overhauls on major equipment. Retain vendors for unscheduled major repairs as required and manage and oversee all repairs and modifications.
Plant Outages	<p>Manage all Facility outages (planned, unscheduled, forced) to minimize outage duration and impact on production:</p> <ul style="list-style-type: none"> <li>Task Assignment - Identify all maintenance that requires a Facility outage or equipment to be taken out of service.</li> <li>Work Schedule - Develop and implement a detailed schedule to track all outage preparations, work and testing, including corrective maintenance actions, contractor work and scheduled preventive maintenance. Conduct preparations to support this plan, including ordering and receiving all required spare parts.</li> <li>Plan and coordinate with Owner subcontractors.</li> </ul>
Assistance to Owner	Provide assistance to Owner, as reasonably requested, with the execution of Owner's duties relative to operation of the Facility. This task includes such activities as the preparation and coordination of warranty claims, license and permit renewals, interfacing with Owner's management and personnel, and interfacing with local authorities.
Buildings and Grounds	Arrange for janitorial, garbage pickup and landscape services and maintain all access roads, office buildings, and other structures in good repair at all times.
Reports	Prepare and submit O&M reports as requested relative to performance, including environmental compliance records, maintenance and repair status, Facility operating data, and any other information reasonably requested by Owner.
Security	Implement or arrange for implementation of security measures in accordance with the Facility security plan.
Training Program	Implement a continuing program of training designed to orient new Site Personnel, refresh/cross-train existing Site Personnel, and keep all Site Personnel aware of Facility safety requirements and emergency procedures. This program includes specialty skills training.
Drawing/Manual Maintenance	Maintain the Facility library and update Facility manuals and vendor service manuals. Update (or arrange for updating) Facility drawings to reflect changes to the as-built configuration. In addition to document management, maintain physical Facility configuration control.
NERC TO obligations	<p>Address the following NERC Transmission Owner obligations, as set forth more fully in the [NAME OF PLAYBOOK???]:</p> <ul style="list-style-type: none"> <li>➤ Disturbance Reporting as set forth in requirement 2 of NERC EOP-003-3</li> </ul>

	<ul style="list-style-type: none"> <li>➤ Point of Contact for Requirement 2 of NERC EOP-005-2 for receipt of restoration plans</li> <li>➤ Follow approved restoration plans for requirements 7 &amp; 8 of EOP-005-2 as documented in the Northside Substation Restoration Plan effective 12/14/18 and periodically updated thereafter <ul style="list-style-type: none"> <li>○ Participate in annual restoration training as per requirement 10 of EOP-005-2</li> </ul> </li> <li>➤ Updating facility ratings as per requirement 2 of FAC-014-2</li> <li>➤ Perform field personnel tasks in coordination with GEM operators as per IRO-001-4</li> <li>➤ Participate in applicable annual BES operation training as per PER-005-2</li> <li>➤ Maintain competent familiarity with the purpose and limitations of relevant protection schemes, report any changes to and/or failures of system protection to GEM, and take coordination and corrective actions as per PRC-001-1.1(ii)</li> <li>➤ Comply with GEM operating instructions as per TOP-001-3</li> <li>➤ Notify GEM of any operations that could result in an emergency per requirement 8 of TOP-001-3</li> <li>➤ Notify GEM of all planned and unplanned data communication outages per TOP-001-3</li> <li>➤ Ensure data accuracy per TOP-010-1(i)</li> </ul>
Procedures	<p>Follow the procedures set forth in:</p> <ul style="list-style-type: none"> <li>➤ Protection System Maintenance Program Protection Manual</li> <li>➤ Protection System Misoperation and Identification and Correction Procedure</li> <li>➤ Transmission Operations Procedure</li> <li>➤ Interconnection Reliability Operation and Coordination Procedure</li> <li>➤ Event reporting Operating Plan</li> <li>➤ CIP Master Plan</li> <li>➤ CIP Security Plan</li> <li>➤ Cyber Security Incident Response Plan</li> <li>➤ Transmission Relay Loadability; Generator Relay Loadability Procedure</li> </ul>

## **APPENDIX B - FACILITY DESCRIPTION AND SPECIFICATIONS**

I. Facility Site:

[TO COME]

II. Point of Interconnection:

Electrical Switchyard - interconnection located on north side

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## **APPENDIX C - FEE ESCALATION METHODOLOGY**

Beginning January 1, 2020, and on each succeeding January 1st throughout the Term of this Agreement, the Fee will be escalated by multiplying the relevant sum in effect during the immediately preceding Year by the Escalation Factor (as defined below).

"Escalation Factor" means a factor representing the percentage change found in "Table 5" on employment cost trends published by the United States Bureau of Labor Statistics entitled "Compensation (Not seasonally adjusted): Employment Cost Index for total compensation, for private industry workers, by occupational group and industry" (the "ECI"). Municipality will determine the Escalation Factor for the following Year by reading the published percentage change for the 12 months ending in September of the Year for the "management, professional and related" line in the "service-providing industries" section found in the ECI. In the event that such calculation yields a number less than 1.0, the Escalation Factor will be fixed at 1.0 for such Year. ECI data is available at the U.S. Department of Labor, Bureau of Labor Statistics website: <http://www.bls.gov>. In the event the specific ECI datum is discontinued or superseded, a reasonable substitute or replacement datum will be identified by Municipality, or in the absence of such substitute or replacement datum, the Parties will agree in good faith on a reasonable method for calculation of the Escalation Factor.

## APPENDIX D – MUNICIPAL PERSONNEL RATES

The following hourly billing rates apply to Municipal Personnel time that is reimbursable under Section 7.2 (Administrative Costs). Municipality may adjust the below rates in accordance with its normal salary-review practices, but (1) not before December 31, 2019, (2) not more than once in any one-year period thereafter, and (3) not in excess of 5% per annual increase. Municipality must give written notice of any rate increase no less than 60 days before the increase becomes effective.

Department/Position	Hourly Rate
<b>Management</b>	
<b>Operations</b>	
<b>Technical Services</b>	
<b>Accounting</b>	
<b>Human Resources</b>	
<b>Miscellaneous Support</b>	

## APPENDIX E- FACILITY ORGANIZATION CHART

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## **APPENDIX F – DEFINITIONS**

"Actual Fixed Cost" means annual actual costs for the fixed portion of costs associated with the operation and maintenance of the Facility which include costs for: labor; labor services; training; staffing; contract services; environmental expenses; routine operation and maintenance expenses; general and administrative expenses; plant vehicles; transmission expenses; fixed portion of utilities; and fees.

"Actual Variable Expenses" means annual actual costs for the variable portion of the costs associated with the operation and maintenance of the Facility which include costs for variable operating expenses.

"Administrative Personnel" means the employees of Municipality who are engaged in the provision of the Services, except for Site Personnel.

"Agreement" means this O&M Services Agreement, as the same may be modified or amended from time to time in accordance with its provisions.

"Budgeted Fixed Cost" means the annual budgeted amounts prepared by Municipality for the fixed portion of costs associated with the operation and maintenance of the Facility which include costs for: labor; labor services; training; staffing; contract services; environmental expenses; routine operation and maintenance expenses; general and administrative expenses; plant vehicles; transmission expenses; utilities; and fees.

"Budgeted Variable Expenses" means annual budgeted amounts prepared by Municipality for the variable portion of the costs associated with the operation and maintenance of the Facility which include costs for variable operating expenses.

"Business Day" means any day on which commercial banks in the location of the Facility are authorized to be open for business.

"Claims" means any and all claims, assertions, demands, suits, investigations, inquiries, and proceedings, including those that are judicial, administrative or third-party.

"Due Date" means, (i) with respect to any Municipality invoice, the date that is thirty (30) days following the date on which Municipality submits the invoice to Owner and (ii) with respect to any Owner invoice, the date that is thirty (30) days following the date on which Owner submits the invoice to Municipality.

"Effective Date" means the date first above written.

"Escalation Factor" has the meaning set forth in Appendix C.

"Extraordinary Item" means any purchase order issued by Municipality on behalf of Owner in an amount greater than Fifty Thousand Dollars (\$50,000) or, if an annual



blanket purchase order, that Municipality reasonably anticipates will exceed Fifty Thousand Dollars (\$50,000) during a Year.

"Facility Agreements" means applicable equipment maintenance agreements in effect or entered into from time to time by Owner or assigned from Municipality to Owner, and equipment contracts with regard to warranties and equipment design and specifications and portions of the Financing Agreements relevant to this Agreement.

"Facility Manuals" means Facility equipment manuals, system descriptions, system operating instructions, equipment maintenance instructions and pertinent design documentation created by the Persons that constructed the Facility or manufactured its equipment, to the extent provided to Municipality by Owner pursuant to Section 4.4.1.

"Fee" means the sum of Ten Thousand Dollars (\$10,000) per year during the Term.

"Governmental Approval" means any consent, license, approval, exemption, Permit, "no objection certificate" or other authorization of whatever nature that is required to be granted by any Governmental Authority or any third party with respect to the siting, construction, operation, service, and maintenance of the Facility in accordance with this Agreement, or otherwise necessary to enable Owner or Municipality to exercise its rights, or observe or perform its obligations, under this Agreement.

"Governmental Authority" means any United States federal, state, local or foreign governmental department, commission, board, bureau, authority, agency, court, instrumentality or judicial or regulatory body or entity.

"Insurance Payment" means Municipality's cost of insurance held by Owner for the jointly owned assets.

"Late Payment Rate" means a rate of interest per annum equal to the lesser of (i) two percent (2.0%) above the "prime" reference rate of interest quoted to substantial commercial borrowers on ninety (90) day loans by Wells Fargo Bank or (ii) the maximum rate of interest permitted by Applicable Law.

"Liabilities" means, collectively, any and all Claims, damages, judgments, losses, obligations, liabilities, actions and causes of action, fees (including reasonable attorneys fees and disbursements), costs (including court costs), expenses, penalties, fines and sanctions.

"NERC" means the North American Electric Reliability Corporation or any regional entity thereunder, like ReliabilityFirst.

"O&M Manuals" means the operation and maintenance procedures and Facility systems descriptions, training, safety, and environmental manuals, together with the documents and schedules described in such manuals.

"Owner" means AMP Transmission, LLC and includes Owner's successors and permitted assigns hereunder.

"Permit" means any permit, license, consent, approval or certificate that is required for the operation or maintenance of the Facility or the performance of any Service and includes Permits required under Environmental Laws.

"Person" means any Party, individual, partnership, corporation, association, limited liability company, business trust, government or political subdivision thereof, governmental agency or other entity.

"PJM" means PJM Interconnection, LLC or its successor.

"Prudent Operation and Maintenance Practices" means those practices, methods and acts generally employed in the power generation industry that at the particular time in question, in the exercise of reasonable judgment in light of the facts known at the time the decision in question was being made, would have been expected to accomplish the desired result of such decision consistent with the goals established in a Budget and Plan, and the requirements of Applicable Law. With respect to Municipality, Prudent Operation and Maintenance Practices are not limited to the optimum practices, methods or acts to the exclusion of all others, but rather include a spectrum of possible practices, methods or acts commonly employed in the power generation and transmission industry, including taking reasonable actions to provide a sufficient number of Persons who are available and adequately trained to provide Services at the Facility, and timely perform preventive, routine, and non-routine maintenance and repairs, as exemplified and generally described in Appendix A, subject, in all cases, to the limitations on Municipality authority and duties as set forth in this Agreement.

"Services" means all the work to be performed by Municipality as described or referenced in Section 3.1 and listed in Appendix A.

"Site" means the land on which the Facility is situated, as more fully described in Appendix B.

"Site Personnel" means those individuals who are employed by Municipality in the performance of its obligations under this Agreement and permanently assigned to the Facility Site.

"Term" means the Initial Term together with any extensions.

"U.S. Dollars" or "Dollars" means United States Dollars, the lawful currency of the United States of America.

"Year" means the calendar year.

## **APPENDIX G – INSURANCE**

1. Municipality Insurance. Municipality shall throughout the Term maintain the insurance set forth below:

1.1 Workers Compensation. Workers compensation insurance covering Municipality's employees as required by Applicable Law and employers liability insurance with (i) an each-accident limit of not less than \$1,000,000, (ii) a disease each-employee limit of not less than \$1,000,000, and (iii) a disease policy limit of not less than \$1,000,000.

1.2 Automobile Liability. Automobile bodily injury, including coverage for automobiles owned, leased, rented, borrowed, or hired by Municipality with limits of not less than \$1,000,000 per accident.

1.3 Liability Coverage. Municipality shall provide and maintain an excess liability policy with a per-occurrence and annual limit of Two Million Dollars (\$2,000,000) and a self-insured retention or deductible no greater than Five Hundred Thousand Dollars (\$500,000). Such policy shall also provide coverage in excess of the insurance described in Sections 1.1 and 1.2. The insurance required under this section may be written on a claims-made basis but not a claims-made-and-reported basis.

2. Owner Insurance. Owner shall throughout the Term maintain the insurance set forth below:

2.1 Property. Property insurance in amounts determined in Owner's sole discretion. Such property insurance shall be primary with respect to any and all claims for loss or damage to the Facility.

2.2 Workers Compensation. Workers compensation insurance covering Owner's employees as required by law and employers liability insurance with (i) an each-accident limit of not less than \$1,000,000, (ii) a disease each-employee limit of not less than \$1,000,000, and (iii) a disease policy limit of not less than \$1,000,000.

2.3 Commercial General Liability. Commercial general liability insurance with limits of \$1,000,000 per occurrence/annual aggregate.

2.4 Automobile Insurance. Automobile liability insurance covering automobiles owned, leased, rented, borrowed, or hired by Owner with limits of \$1,000,000 per accident.

2.5 Additional Coverage. Umbrella or excess liability insurance in excess of the insurance described in Sections 2.2 (employer's liability), 2.3 and 2.4 will be carried with limits of \$5,000,000 per occurrence/annual aggregate.

3. Additional Insured. Owner shall make the Municipality Indemnitees additional insureds under the insurance required in Sections 2.3 and 2.5 but (i) only for claims arising in whole or in part from the negligence of the Owner Indemnitees and then only to the extent of that negligence, and (ii) only to the extent of the limits required in Sections 2.3. and 2.5.

Municipality shall make the Owner Indemnitees additional insureds with respect to the insurance required in Section 1.3, including any self-insured retention, but (i) only for claims arising in whole or in part from the negligence of the Municipality Indemnitees and then only to the extent of that negligence, and (ii) only to the extent of the limits required in Section 1.3.

4. Waiver of Subrogation. Owner shall cause the insurers providing the insurance required in Sections 2.1 and 2.3 through 2.5 to waive any rights of subrogation against the Municipality Indemnitees. To the extent permitted by Applicable Law, Owner shall cause the insurer providing the insurance required in Section 2.2 to waive any rights of subrogation against the Municipality Indemnitees.

Municipality shall cause the insurers providing the insurance required in Sections 1.2 and 1.3 to waive any rights of subrogation against the Owner Indemnitees. To the extent permitted by law, Municipality shall cause the insurer providing insurance required in Section 1.1 to waive any rights of subrogation against the Owner Indemnitees.

5. Form and Content. All insurance policies with respect to insurance maintained by either Owner or Municipality pursuant to this Article IX shall:

5.1 Insurer Rating. Be placed with insurance companies that have a Best's rating of at least A-VII or with companies that are otherwise reasonably acceptable to Lenders, Owner and Municipality;

5.2 Claims-Made Form. If written on a claims-made policy form, be maintained with a retroactive date that is prior to the Effective Date and for a period of at least five years following the expiration or termination of this Agreement;

5.3 Severability of Interest. State that all provisions, except the policy limits, shall operate in the same manner as if there were a separate policy covering each insured;

5.4 Non-Recourse Premiums. Grant no recourse for payment of any premium against Municipality or any additional insured for insurance required to be furnished by Owner pursuant to Section 9.2 and no recourse for payment of any premium against Owner or any additional insured for insurance required to be furnished by Municipality pursuant to Section 9.1; and

5.5 Cancellation Notice. Provide that the insurer give thirty (30) days prior written notice of cancellation of such policies unless cancellation is for non-payment of premiums, in which case a minimum of ten (10) days notice must be provided.

6. Certificates. Each Party shall furnish the other Party with certificates evidencing that the required insurance is in effect.

7. Deductibles. Notwithstanding any limitation of liability or other provision of this Agreement that may be susceptible to contrary interpretation, each Party shall be solely responsible for the payment of all deductibles or self-insured retentions on insurance policies obtained by such Party as required under this Agreement.

8. Insurance on Jointly Owned Facilities. Notwithstanding Section 7 herein, Owner shall procure commercial general liability from an insurance company with a Best A-/VII rating or better in the amount of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the aggregate to cover one hundred percent (100%) of the Jointly Owned Facilities. Owner's policy of insurance for the Jointly Owned Facilities shall name Municipality an additional insured. Municipality shall pay for half of the insurance premium and any deductible for a claim on the Jointly Owned Facilities. All insurance proceeds on claims on the Jointly Owned Facilities shall be divided equally between Owner and Municipality.

**Attachment 1**  
**Standard Operating Procedures**

4826-0347-8385, v. 1

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# Electric Dept. Report December 2018

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There were 5 callouts for the month. Three callouts were power outages with two being accidents and one being a squirrel. One callout was due to a water main break and one was a customer issue in their fuse panel.

**Lineman/Service Truck:** Crews installed an additional guy wire at Lassus on Scott Street to straighten electric pole. Crews also worked on a pole upgrade project on Rd U. Linemen replaced the street lights on Independence. Crews replaced the parking lot lights at City Hall and replaced a guy wire pole on West Main street. Crews set a 40' pole at Raymond and Fifth Streets. Crews replaced a pole on Road P west of US Route 6 that was a hit and run accident. Linemen straightened poles and installed guys on south side. Crews attended bucket truck rescue safety training with Jim Eberly. Crews cleaned shop floors and performed maintenance and inventory re-stocking the trucks.

**Substation Crew:** The substation crew performed monthly maintenance and generator checks. They also helped with technical assistance with reports for metering information for a large usage customer. They also worked on setting up an electronic maintenance system that utilizes tablets. They also were trained in communication procedures for Gridforce.

**Tree Crew:** Tree crews trimmed trees on County Rd. 15, West main and Haley, W. Maumee and Woodlawn, waste water treatment plant, behind Phone company on Riverview, Coon Hollow and County Road 18. They also attended bucket rescue/safety training with Jim Eberly of AMP.

**Storeroom/Inventory/Meter Reading:** Shawn read meters, performed year-end inventory counts and helped crews as needed.

The **Peak Load** for December was 22.16 MW occurring on December 5<sup>th</sup> at 7:30 PM. This was a decrease from December 2017 of 1.42 MW. The average load for December was 17.15 MW. This was a decrease of .62 MW compared to December 2017. The JV2 produced .32 MW and the turbines did not run this month. The Solar Field produced 206.83 MWh. This was a decrease of 2.11 MWh compared to December 2017. The peak output for the solar field was 3.15 MW. This was a decrease of .03 MW compared to December 2017.

# City of Napoleon, Ohio



## SUMMARY OF DECEMBER 2018 OUTAGE/STANDBY CALL-OUTS

### **December 08, 2018:**

Electric personnel were dispatched at 8:30 p.m. to County Road P just west of State Route 6. The outage lasted one and a half hour and fifty-two customers were affected. The cause of the outage was due to an accident. The pole was broken. Personnel put primary back together and threw recloser bank in.

---

### **December 11, 2018:**

One employee was dispatched at 4:50 p.m. to Welsted Street and Glenwood Avenue. The call-out resulted in a non-outage. Personnel located lines for water main break.

---

### **December 15, 2018:**

Electric personnel were dispatched at 9:55 p.m. to 14-419 County Road 2. The outage lasted one hour and affected one customer. The cause of the outage was due to a squirrel. Personnel refused the door and restored power.

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### **December 16, 2018:**

Electric personnel were dispatched at 12:44 p.m. to 17-233 County Road S. The outage lasted two hours and one customer was affected. The cause of the outage was due to an accident. The vehicle hit the guy wire at corner of State Route 6 and County Road S. Personnel took out the line fuse, refused cutout and restored power.

---

### **December 20, 2018:**

Electric personnel were dispatched at 3:41 p.m. to 1060 Kenilworth Avenue. The outage lasted one hour and affected one customer. The cause of the outage was due to a customer issue. Personnel checked voltage and installed recorder to ensure customer issue.

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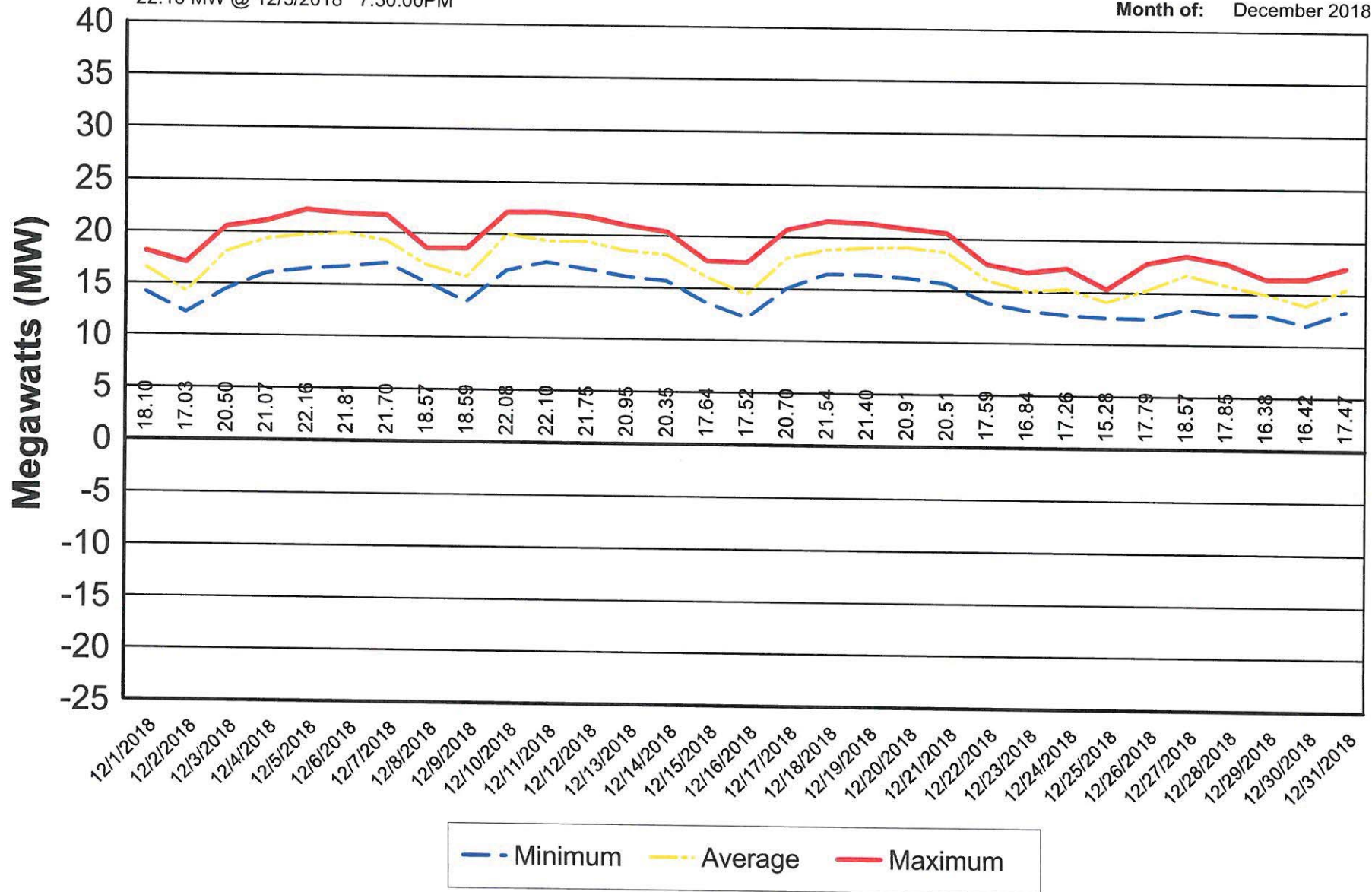
# Napoleon Power & Light

## System Load

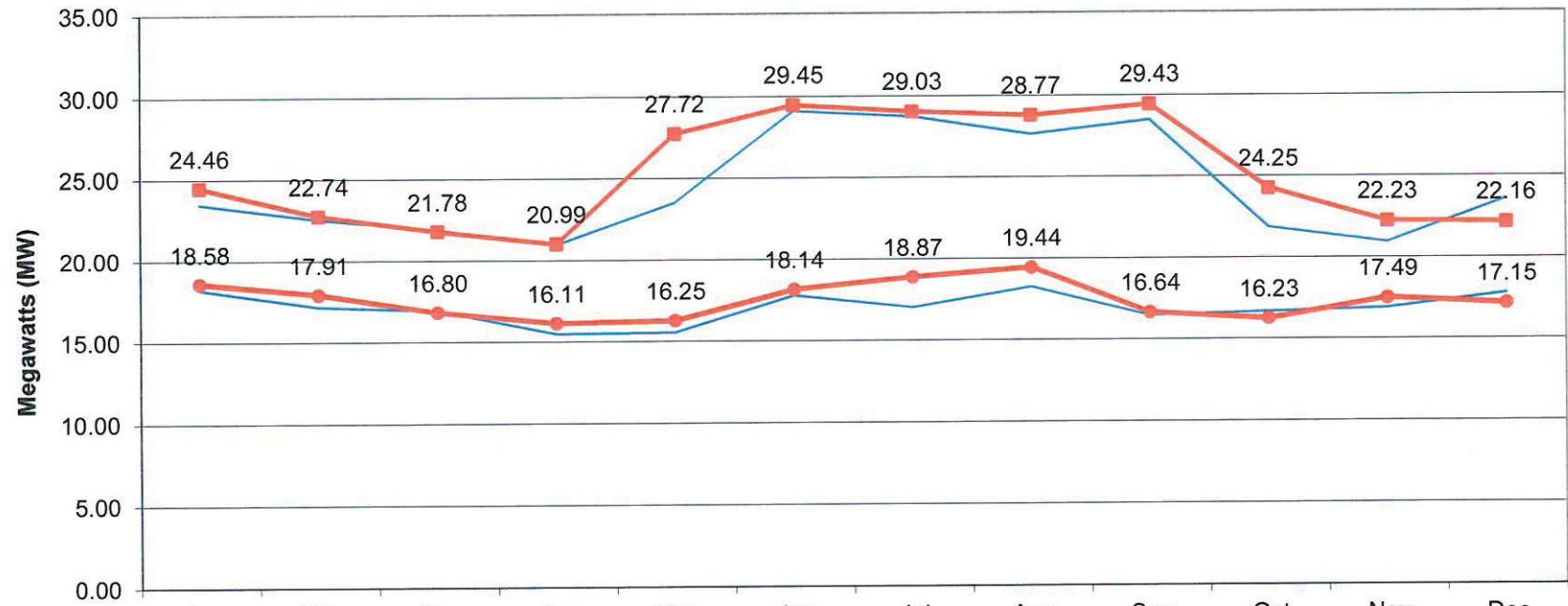
Peak Load:

22.16 MW @ 12/5/2018 7:30:00PM

Month of: December 2018



# NAPOLEON POWER & LIGHT

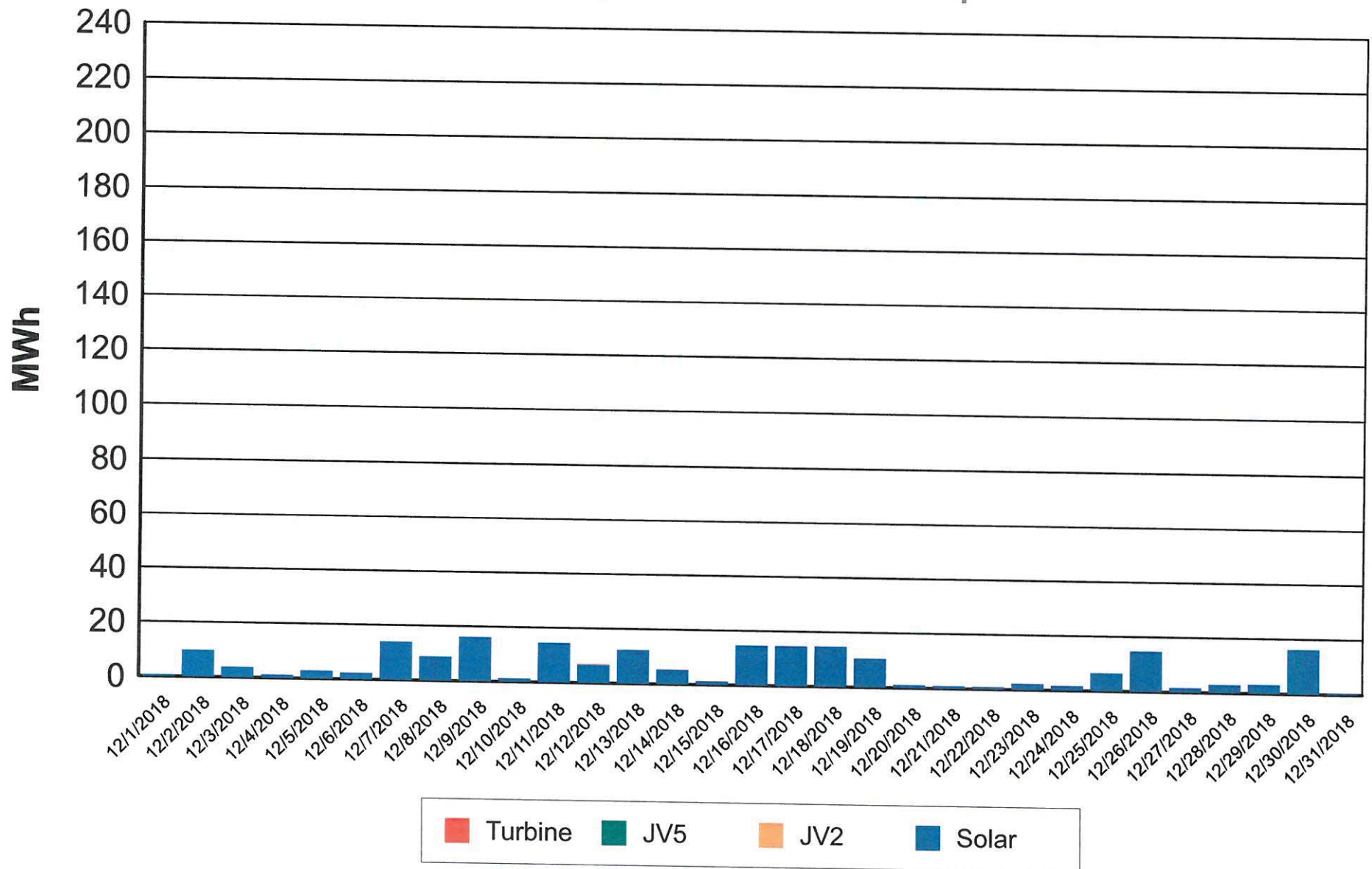


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	1/1/2018	2/1/2018	3/1/2018	4/1/2018	5/1/2018	6/1/2018	7/1/2018	8/1/2018	9/1/2018	10/1/2018	11/1/2018	12/1/2018
2017 MAX	23.47	22.54	21.89	20.95	23.51	29.08	28.73	27.61	28.47	21.87	20.94	23.58
2017 AVG	18.20	17.15	16.91	15.45	15.53	17.78	17.01	18.24	16.45	16.66	16.87	17.77
2018 MAX	24.46	22.74	21.78	20.99	27.72	29.45	29.03	28.77	29.43	24.25	22.23	22.16
2018 AVG	18.58	17.91	16.80	16.11	16.25	18.14	18.87	19.44	16.64	16.23	17.49	17.15

— 2017 MAX   
 — 2017 AVG   
 —■— 2018 MAX   
 —●— 2018 AVG

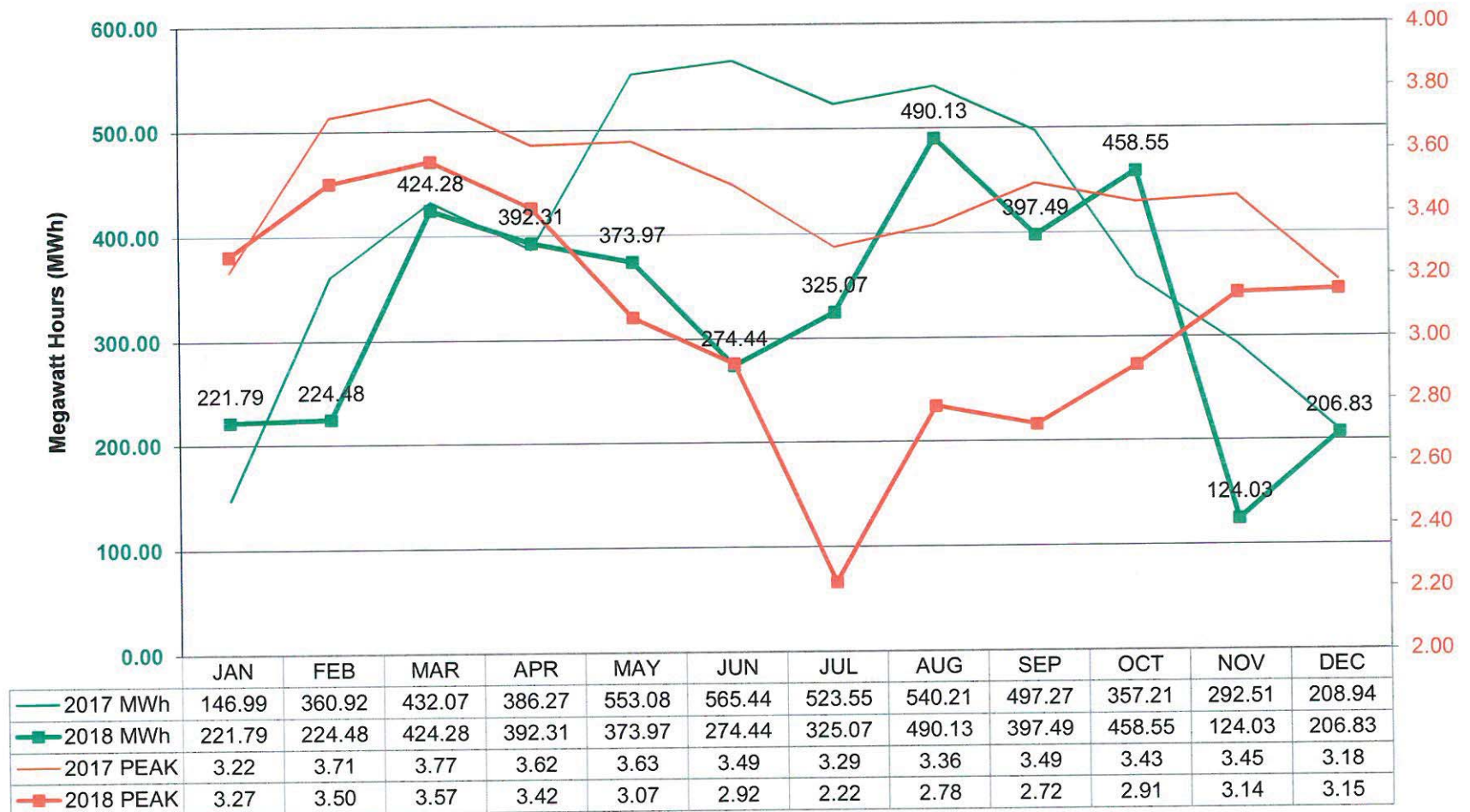
# Napoleon Power & Light

## Daily Generation Output



# NAPOLEON POWER & LIGHT

Solar Field Output Trend

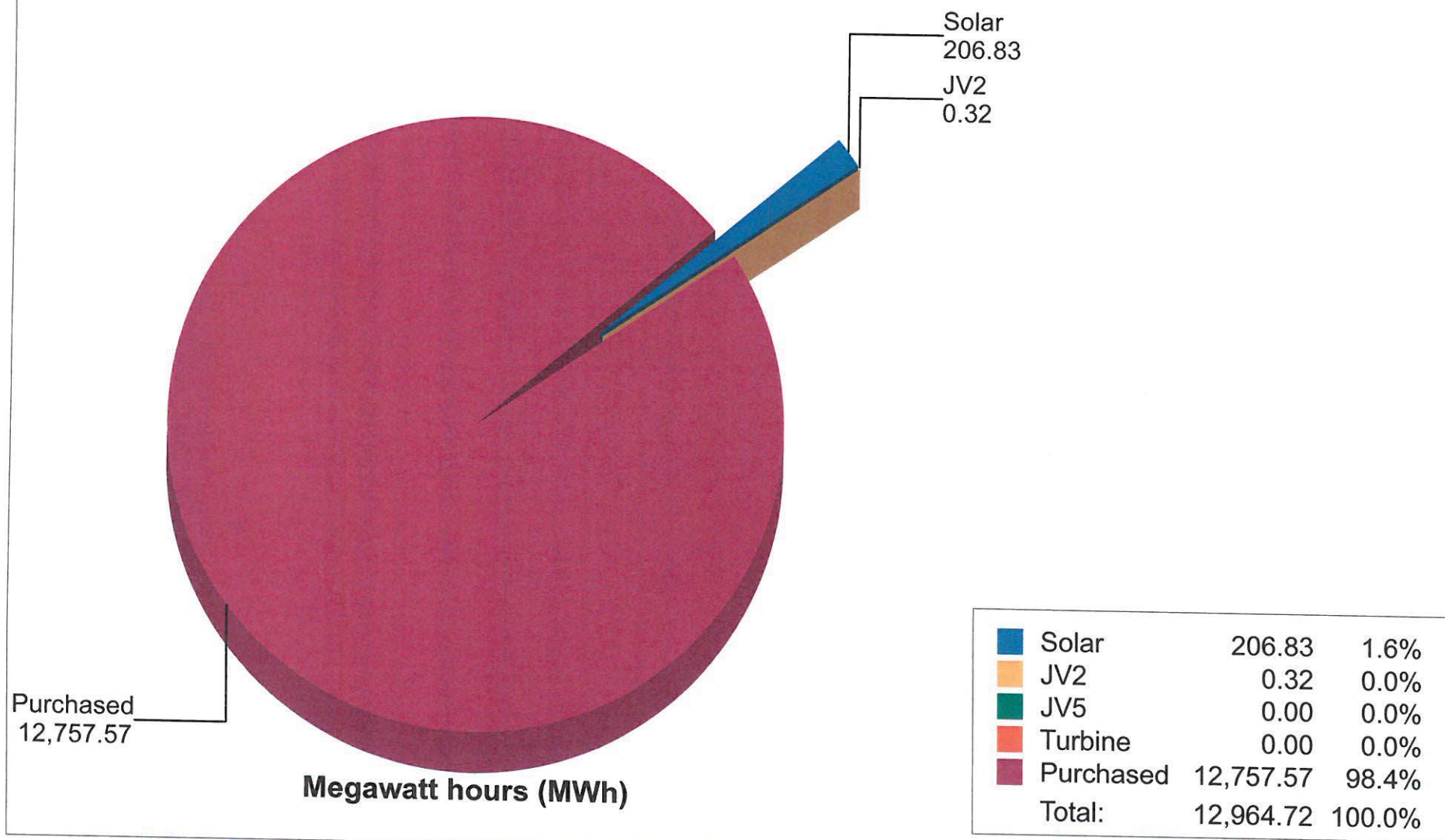




# Napoleon Power & Light

## Power Portfolio

December 2018



*City of Napoleon, Ohio*

## **BOARD OF PUBLIC AFFAIRS**

Meeting Agenda

**Monday, January 14, 2019 at 6:15 pm**

LOCATION: Council Chambers, 255 West Riverview Avenue, Napoleon, Ohio

- 1) Election of Committee Chair.
- 2) Approval of Minutes: November 12, 2018 *(In the absence of any objections or corrections, the Minutes shall stand approved).*
- 3) Review/Approval of the Power Supply Cost Adjustment Factor for January 2019:  
PSCAF – three (3) month averaged factor \$0.02197  
JV2 \$0.036239  
JV5 \$0.036239
- 4) Discussion on AMP O&M Agreement.
- 5) Electric Department Reports.
- 6) Water Treatment Plant Solids Management *(Tabled).*
- 7) Any other matters to come before the Board.
- 8) Adjournment.



Roxanne Dietrich  
Interim Clerk of Council



**Approved**

**January 14, 2019**

Dr. David Cordes - Chair

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*City of Napoleon, Ohio*

**MUNICIPAL PROPERTIES, BUILDINGS, LAND USE, AND ECONOMIC DEVELOPMENT  
COMMITTEE**

**SPECIAL MEETING AGENDA**

**Monday, January 14, 2019 at 7:00 pm**

LOCATION: Council Chambers, 255 West Riverview Avenue, Napoleon, Ohio

- 1) Approval of Minutes: November 12, 2018 *(In the absence of any objections or corrections, the Minutes shall stand approved)*
- 2) Clairmont Avenue Proposal from Napoleon Area Schools.
- 3) Discussion on CRA Agreements.
- 4) Steve and Julie Busch CRA Agreement.
- 5) Any other matters currently assigned to the Committee.
- 6) Adjournment.



*Roxanne Dietrich*  
*Interim Clerk of Council*

## **MUNICIPAL PROPERTIES, BUILDINGS, LAND USE, AND ECONOMIC DEVELOPMENT COMMITTEE**

### **SPECIAL MEETING MINUTES**

**Monday, November 12, 2018 at 6:30 PM**

---

#### **PRESENT**

Members:  
City Manager  
Asst. Finance Director  
Recorder/Records Clerk  
City Staff  
Others

Lori Siclair-Chair, Jeff Mires, Mayor Jason Maassel  
Joel L. Mazur  
Christine Peddicord  
Roxanne Dietrich  
Dave Mack-Chief of Police

#### **ABSENT**

Committee Member

Joseph D. Bialorucki

#### **Call to Order**

Chairman Siclair called the Municipal Properties, Building, Land Use and Economic Development Committee meeting to order at 6:30 pm.

#### **Approval of Minutes**

Hearing no objections or corrections, the minutes from the October 08, 2018 meeting stand approved as presented.

#### **NORA Review**

Chief Mack reported his department has not received any calls specific to the NORA district; there are three (3) safety issues that have been observed:

1. Additional lighting is needed on Scott Street between West Riverview Avenue and West Main Street, that area is pretty dark, you may want to switch out a light or two;
2. The sidewalk between The Lumberyard Winery and Outlaw BBQ has not been maintained and is very narrow. Mazur noted Front Street may be part of the Annual Resurfacing Project and it also hinges on the Trail Project, to maximize grant spending we may be able to include this area, there could be a year or so wait to get the corrections done. Chief Mack suggested the Code Enforcement Officer might be able to help with property maintenance; and
3. There is not a crosswalk on the north side of Front Street to Outlaw BBQ. There will be a heavier traffic pattern with Outlaw BBQ in there.

It has been a positive thing, there have not been any negatives seen by our agency, there was one complaint that was unofficial and did not come through our office. Siclair asked about the statement it is rarely seen being used. Chief Mack replied NORA came in at the tail end of summer, next year we may see it being used more, if the docks come in NORA will be utilized more. Maassel asked have you received complaints or seen increased trash, more cigarette butts in the West Main Parking Lot? Mazur said he checks that parking lot and only once saw a NORA cup blowing around.

#### **Any Other Matters**

None.



**Passed  
Yea-3  
Nay-0**

Motion: Maassel                      Second: Mires  
to adjourn the Municipal Properties, Building, Land Use and Economic  
Development Committee meeting at 6:39 pm.

Roll call vote on the above motion:  
Yea-Maassel, Siclair, Mires  
Nay-

**Date Approved:**

**January 14, 2019**

Lori Siclair - Chair

# NAPOLEON AREA CITY SCHOOLS

## BOARD OF EDUCATION

Frank S. Cashman, President  
Ty A. Otto, Vice President  
Marcia S. Bruns, Member  
Rob M. Rettig, Member  
Michael J. Wesche, Member

701 Briarheath Avenue, Suite 108  
Napoleon, Ohio 43545

*Dr. Stephen R. Fogo, Superintendent*

## ADMINISTRATIVE OFFICE

PHONE 419-599-7015  
FAX 419-599-7035

## TREASURER

Michael R. Bostelman

December 6, 2018

12-10-18 P12:05 IN

City of Napoleon  
Attn: Mr. Joel Mazur, City Manager  
255 W Riverview, PO Box 151  
Napoleon OH 43545-0151

Re: Clairmont Ave.

Dear Mr. Mazur:

Thank you for meeting with me to continue our discussions on an agreement for the City taking ownership of Clairmont Avenue currently owned by the district. Our discussions centered on:

The district will repair that portion of Clairmont Avenue it currently owns as proposed (approximately \$275,000) and the small triangle at the south of the Elementary School exit with the district paying all costs. The City will provide oversight of the repairs to ensure the repairs are up to City requirements. Upon completion of the repairs, the district will dedicate the portion of Clairmont Avenue it currently owns to the City.

Further, a proposal from you included a reimbursement to the district by the City based on three contingencies. I am proposing that these contingencies be modified slightly to the following:

In consideration of this agreement, the City shall reimburse the district \$50,000 annually, beginning in FY2020, up to a maximum of \$150,000. This reimbursement would be contingent on:

- a. The district will be an active partner with the City in seeking a Safe Routes to School grant to provide a sidewalk along district property (Westmoreland Avenue and Bales Road), as depicted in the TAP Application, which would lead to the elementary school, connected via crosswalk to the existing sidewalk (currently unmarked) along the exit of the elementary.
- b. The district will undertake an engineering study of the triangle needing to be repaved to determine the appropriate marking/curbing required and a proposal to make the intersection of Westmoreland and the Transportation lot safer for bus crossing.

# NAPOLEON AREA CITY SCHOOLS

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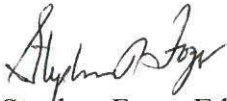
**TREASURER**

Michael R. Bostelman

- c. The district will develop a plan to address parking at the Softball and Baseball fields to eliminate illegally parked vehicles on Westmoreland. This plan will include how the district will work with the Napoleon Police Department to implement the plan items to help prevent illegal parking.

Please let me know what concerns you may have with this language change request and if you are comfortable with me presenting this agreement to the Board of Education for consideration.

Sincerely,



Stephen Fogo, Ed.D.  
Superintendent  
Napoleon Area City Schools

cc: File



# City of **NAPOLÉON**, Ohio

255 West Riverview Avenue • P.O. Box 151  
Napoleon, Ohio 43545-0151  
Phone: (419) 592-4010 • Fax: (419) 599-8393  
Web Page: [www.napoleonohio.com](http://www.napoleonohio.com)

**Mayor**  
Jason Maassel

**Members of Council**

**PRESIDENT:**  
Joseph Bialorucki

**PRESIDENT PRO-  
TEM:**  
Daniel Baer

Travis B. Sheaffer  
Jeff Comadoll  
Kenneth Haase  
Jeff Mires  
Lori Siclair

**City Manager**  
Joel L. Mazur

**Finance Director**  
Gregory J. Heath

**Law Director**  
Billy D. Harmon

**Public Works  
Director**  
Chad E. Lulfs, P.E., P.S.

November 5, 2018

Napoleon Area School District  
Attn: Dr. Steve Fogo, Superintendent  
701 Briarheath Drive  
Napoleon, OH 43545

Re: Clairmont Avenue

Dr. Fogo,

Thank you for taking the time to continue our dialogue regarding Clairmont Ave. along with discussing some other items related to the area around the Napoleon Area School District's campus. As a preface to this correspondence, it is understood that any agreement reached will require Napoleon Area School Board and Napoleon City Council approval.

As we have now had a chance to review correspondences to the respective organizations that we represent, I would like to offer the following proposal to help resolve several matters around the Napoleon Area School District's campus:


- That the section of Clairmont Ave. that is owned by NAS will be repaired by NAS, including the additional concrete work proposed by the City at the expense of NAS (estimated \$275,000). The City will assist NAS with oversight and inspection work necessary to complete the work.
- That NAS will dedicate the section of Clairmont Ave. to the City once the road work is complete.
- That the City will make incremental payments of \$50,000 in FY 2020 to NAS up to \$150,000 when NAS has demonstrated each of the following items have been addressed:
  - Sidewalk and street crossing improvements identified in Exhibit A will be completed. Sections in yellow near the NAS campus shall be completed by NAS. This project may be completed utilizing grant funds, i.e. Safe Routes to Schools. It is understood by both parties that NAS cannot expend funds off of the school campus, but will make every effort to ensure that this project is completed. This includes the possible procurement of services from a consultant that specializes in grant writing.



- NAS will provide a traffic study or equivalent and complete recommendations of the traffic study or equivalent to address the area where the buses cross Westmoreland Ave. and the turn lane to the elementary school on Westmoreland Ave.
- NAS will develop a plan to address parking at the ballfields. Currently, there is insufficient parking at the ballfields causing spectators and players to park on the street and other areas where there is no parking. NAS will then work with the Napoleon Police Department to implement action items to help prevent people from parking illegally on a regular basis.

The City of Napoleon strives to maintain a strong relationship with the Napoleon Area School District and I look forward to your response. If you have any questions or would like to schedule a time to discuss this proposal, please contact me.

Sincerely,

  
Joel L. Mazur  
City Manager

JLM/

Enclosure

CC: Billy D. Harmon, Law Director  
Gregory Heath, Finance Director  
Chad Lulfs, Public Works Director



# City of *NAPOLÉON*, Ohio

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Napoleon, Ohio 43545-0151  
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Web Page: [www.napoleonohio.com](http://www.napoleonohio.com)

September 4, 2018

**Mayor**

Jason Maassel

Napoleon Area School District  
Attn: Dr. Steve Fogo, Superintendent  
701 Briarheath Drive  
Napoleon, OH 43545

**Members of Council**

**PRESIDENT:**

Joseph Bialorucki

**PRESIDENT PRO-TEM:**

Daniel Baer

Re: Clairmont Avenue

Dr. Fogo,

Travis B. Sheaffer

Jeff Comadoll

Kenneth Haase

Jeff Mires

Lori Siclair

I have reviewed the letter that you sent on July 31, 2018 regarding the portion of Clairmont Avenue owned by the Napoleon Area School District. In response to this letter, the school district has the option to dedicate the road to the City of Napoleon with the condition that, prior to the dedication, the road is re-built according to the standards outlined in the Napoleon Engineering Rule 4.1 and Ordinance No. 062.06; "Pavement Design - Due to emergency vehicle access, all private streets shall be constructed to the same standards as public streets. (amended- August 7, 2006 - Ordinance No. 062-06)". However, the City is not obligated to accept the dedicated road and this action will require City Council approval.

**City Manager**

Joel L. Mazur

**Finance Director**

Gregory J. Heath

**Law Director**

Billy D. Harmon


**Public Works Director**

Chad E. Lulfs, P.E., P.S.

The road will need to be re-built in order to comply with the ordinance and rules. This was discussed in the two meetings we had and also with your attorney Richard Fisher. The City understands that funding can be an issue on a project such as this and the City is not in the position to take on the costs that would be associated with the re-build without repayment. With this in mind, the City would like to propose that the re-build project be funded by the City initially and paid back by the School District to the City through a voluntary assessment over a period of ten (10) years. This would allow the School District to be able to spread out the costs of the project without having the burden to pay for it during construction with the remainder due at completion. The School District would be responsible for the estimated \$225,152.21 and the City would be responsible for the \$51,282.00 associated with the additional work to replace curbing.

The City of Napoleon desires to maintain a strong relationship with the Napoleon Area School District and I look forward to your response. If you have any questions or would like to schedule a time to discuss this proposal, please feel free to contact me.

Sincerely,

  
Joel L. Mazur  
City Manager

cc: Chad E. Lulfs, Public Works Director  
Billy D. Harmon, Law Director



# NAPOLEON AREA CITY SCHOOLS

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Napoleon, Ohio 43545

*Dr. Stephen R. Fogo, Superintendent*

## ADMINISTRATIVE OFFICE

PHONE 419-599-7015  
FAX 419-599-7035

## TREASURER

Michael R. Bostelman

July 30, 2018

07-31-18 A09:58 IN

City of Napoleon  
Attn: Mr. Joel Mazur, City Manager  
255 W Riverview, PO Box 151  
Napoleon OH 43545-0151

Re: Clairmont Ave.

Dear Mr. Mazur:

Attorney Richard Fisher advised us that you and he discussed by telephone on May 11, 2018, that an issue has arisen regarding the ownership of and the obligation to maintain that portion of Clairmont Ave. adjacent to the Napoleon Junior-Senior high school building.

Attorney Fisher advised us that your conversation involved the fact that that portion of Clairmont Ave. was never formally dedicated, but that there are legal arguments based upon Ohio common law as recognized by various courts in Ohio that there has been a common law dedication of that portion of Clairmont Ave. to the City of Napoleon who, therefore, would have the obligation to maintain it. As Attorney Fisher believes he offered before, he remains willing to share his legal research with your City legal department if that would be helpful. Attorney Fisher believes the case law on the subject strongly support our position on the subject.

Attorney Fisher also advised you earlier, that there has been an extensive history of cooperation and compromise between the City of Napoleon and our Napoleon Area City Schools Board of Education, and that both sides would benefit from a continuation of that history. We have just received and reviewed a copy of the rough estimate that Mr. Lulfs provided to you regarding the costs to restore the relevant portion of Clairmont Ave. We note that the estimate provided thus far totals \$225,870.21 plus \$51,282.00 to replace all curbing, for a total of \$277,152.21.

In the spirit of compromise and continued cooperation, the Napoleon Board of Education offers that it will pay the cost to restore the relevant portion of Clairmont Ave. and the curbing provided the City of Napoleon reimburse all of the Board's project expenditures, payable over a period of five (5) years after the payment is made by the Board. The City of Napoleon would be responsible for planning, bidding, contracting, supervising and approving all work on the project.

# NAPOLEON AREA CITY SCHOOLS

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701 Briarheath Avenue, Suite 108  
Napoleon, Ohio 43545

*Dr. Stephen R. Fogo, Superintendent*

**ADMINISTRATIVE OFFICE**

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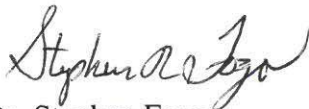
**TREASURER**

Michael R. Bostelman

Additionally, the Board of Education requests that the City of Napoleon pave the small area to the south of the north entrance to the elementary building. The Board asks that the paving be accomplished within a reasonable time.

We would appreciate hearing back from you regarding this offer by Friday, August 31, 2018, if possible. As always, should you have any questions, please do not hesitate to contact me.

Sincerely,



Dr. Stephen Fogo

cc: Attorney Richard A. Fisher  
Michael Bostelman, Treasurer – Napoleon Area City Schools

City of Napoleon  
Clairmont Avenue Improvements  
Required for Dedication  
July 11, 2018

		Estimated Quantity	Napoleon Area Schools Required		Estimated Quantity	Optional Additions (Replacing All Curbing)	
			Unit Price	Subtotal		Unit Price	Subtotal
Clairmont Avenue (Briarheath Avenue to Westmoreland Avenue)							
1	Cold Planing (0 " To 1 1/2" Deep)	3,832.56 SY	\$2.50	\$9,581.39	0.00 SY	\$2.50	\$0.00
2	Driveway Excavation, Including Embankment Construction	137.93 CY	\$20.00	\$2,758.52	0.00 CY	\$20.00	\$0.00
3	Tack Coat @ 0.05 GAL/SY	191.63 GAL	\$1.75	\$335.35	0.00 GAL	\$1.75	\$0.00
4	2" Asphalt Concrete Surface (ODOT 448 Type 1 Medium, PG64-22)	425.84 TON	\$75.00	\$31,937.96	0.00 TON	\$75.00	\$0.00
5	Remove & Replace Type 2 Curb (Including Base Stone & Base Asphalt)	1,471.00 LF	\$45.00	\$66,195.00	1,036.00 LF	\$45.00	\$46,620.00
6	Remove Type 2 Curb & Install Type 2A Curb (New Concrete Approaches)	216.00 LF	\$30.00	\$6,480.00	0.00 LF	\$30.00	\$0.00
7	Remove/Replace Existing 6" Concrete Walk Including 6" Stone Base (Stabilized Crushed Aggregate, ODOT 411)	13.33 SY	\$45.00	\$600.00	0.00 SY	\$45.00	\$0.00
8	8" Plain Portland Cement Concrete Pavement With 6" Crushed Aggregate Base (O.D.O.T. 304)	354.67 SY	\$80.00	\$28,373.33	0.00 SY	\$80.00	\$0.00
9	Handicap Ramp With ADA Truncated Dome Detectable Warnings	2.00 EA	\$350.00	\$700.00	0.00 EA	\$350.00	\$0.00
10	6" Corrugated Polyethylene Tubing With Filter Sock (Including All Fittings & No. 8 Stone Fill)	2,500.00 LF	\$12.00	\$30,000.00	0.00 LF	\$12.00	\$0.00
11	12" PVC ASTM D3034 SDR-35 Storm Sewer, Type B (Including All Fittings)	5.00 LF	\$65.00	\$325.00	0.00 LF	\$65.00	\$0.00
12	12" PVC ASTM D3034 SDR-35 Storm Sewer, Type C (Including All Fittings)	16.00 LF	\$50.00	\$800.00	0.00 LF	\$50.00	\$0.00
13	Replace Existing Manhole Casting & Vented Lid Marked "STORM SEWER"	6.00 EA	\$400.00	\$2,400.00	0.00 EA	\$400.00	\$0.00
14	Manhole Adjusted to Grade	1.00 EA	\$500.00	\$500.00	0.00 EA	\$500.00	\$0.00
15	Point Up Pipes in Manhole	2.00 EA	\$250.00	\$500.00	0.00 EA	\$250.00	\$0.00
16	Replace Curb Inlet (Including All Fittings to Existing Storm Sewer, Base Stone & Base Asphalt)	2.00 EA	\$2,500.00	\$5,000.00	0.00 EA	\$2,500.00	\$0.00
17	2'x3' Curb Inlet	1.00 EA	\$2,500.00	\$2,500.00	0.00 EA	\$2,500.00	\$0.00
18	Replace Existing Curb Inlet Casting & "Bike Safe" Grate	9.00 EA	\$400.00	\$3,600.00	0.00 EA	\$400.00	\$0.00
19	Reconstruct Curb Inlet to Grade	1.00 EA	\$1,000.00	\$1,000.00	0.00 EA	\$1,000.00	\$0.00
20	Point Up Pipes in Curb Inlet	1.00 EA	\$250.00	\$250.00	0.00 EA	\$250.00	\$0.00
21	Topsoil, Seeding, Mulching, & Fertilizer	1.00 LS	\$3,000.00	\$3,000.00	0.00 LS	\$3,000.00	\$0.00
22	Maintenance Of Traffic	1.00 LS	\$1,000.00	\$1,000.00	0.00 LS	\$1,000.00	\$0.00
23	Mobilization	1.00 LS	\$7,500.00	\$7,500.00	0.00 LS	\$7,500.00	\$0.00
			Subtotal:	\$205,336.55		Subtotal:	\$46,620.00
			10% Contingency:	\$20,533.66		10% Contingency:	\$4,662.00
			Total:	\$225,870.21		Total:	\$51,282.00

## CRA Checklist:

- ☐ \$750.00 State Application Fee
- ☐ School Board needs to adopt by resolution 1-consenting to the agreement  
2- waiving the required notice period that the City may act on approval of the Agreement
- ☐ School Board will need to file a certified copy of the Resolution with the City
- ☐ DTE 24 Form- will need to be signed by entity and turned in to the Henry County Auditor
- ☐ Project to be completed by December 31, 2024
- ☐ Two (2) copies of the application and agreement to be filed with the Henry County Auditor (This is done as soon as the Agreement has been signed by all parties and the DTE 24 form is turned in along with the Agreement)
- ☐ No Exemption shall commence after January 1, 2025 nor extend beyond December 31, 2035
- ☐ Annual Fee is due September 1<sup>st</sup> of each year throughout the Agreement's tenure
- ☐ State Reporting and TIRC review are required throughout the Agreement's tenure. (This reporting is done in March with the information returned from the company by the end of February-forms are provided by the State. TIRC reviews these agreements around this time as well; that is scheduled through the CIC)





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Jason Maassel

**Members of Council**

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**PRESIDENT PRO-TEM:**  
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Billy D. Harmon

**Public Works  
Director**  
Chad E. Lulfs, P.E., P.S.

## CERTIFICATION

January 11, 2019

## EMAIL/U.S. MAIL

Board of Education  
Four County Career Center  
22900 State Route 34  
Napoleon, OH 43545

Re: Community Reinvestment Area Application- Ridi Reio LLC-S/G Stores

Dear Board of Education:

I write to inform the Board of Education that the City of Napoleon intends to approve an Application and Agreement for Ridi Reio, LLC-S/G Stores pertaining to Community Reinvestment Area No. 6 located in the area of what is known as Roundhouse Road, Napoleon, Ohio, more specifically described in the attached Application.

A Community Reinvestment Area is authorized pursuant to Chapter 37 of the Ohio Revised Code and is a tax incentive for persons or entities in an area in which housing facilities or structures of historical significance are located, and in which new construction or repair of existing facilities has been discouraged. The City established the Community Reinvestment Area No. 6 in hopes to create public and private sector partnership intended to promote and expand conforming uses in the designated area.

The percentage of the tax exemption on the increase in the assessed valuation resulting from improvements to commercial and industrial real property and the terms of those exemptions are to be negotiated on a case-by-case basis in advance of the construction or remodeling occurring according to the rules outlined in the ORC 3735.67. The results of the negotiation as approved by City Council will be set in writing in a Community Reinvestment Area Agreement as outlined in ORC 3735.671; if such an Agreement is subject to approval by the Board of Education of the School District within the territory of which the property is or will be located, the Agreement shall not be formally approved by the legislative authority until the Board of Education approves the Agreement in the manner prescribed by that section. The Application and Agreement are not subject to Board approval.

Finally, the City intends to utilize the Agreement in substantially the form as presented for the commercial development to be developed by Ridi Reio LLC- S/G Stores. Should you have any questions or comments, please do not hesitate to contact my office.

Sincerely,

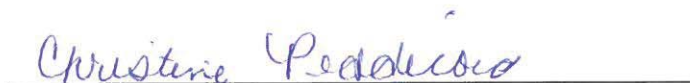


Joel L. Mazur  
City Manager/Housing Officer

Attachments

cc: City Council and Mayor

I, as Interim Finance Director/Interim Clerk of Council for the City of Napoleon, certify that a copy of this Letter and Application was mailed to the Board of Education of Four County Career Center this 11th day of January, 2019.

  
Christine Peddicord  
Interim Finance Director





# City of *NAPOLÉON*, Ohio

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Director**  
Chad E. Lulfs, P.E., P.S.

## CERTIFICATION

January 11, 2019

## EMAIL/U.S. MAIL

Board of Education  
Napoleon Area City School District  
701 Briarheath Ave.  
Napoleon, OH 43545

Re: Community Reinvestment Area Application- Ridi Reio LLC-S/G Stores

Dear Board of Education:

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The percentage of the tax exemption on the increase in the assessed valuation resulting from improvements to commercial and industrial real property and the terms of those exemptions are to be negotiated on a case-by-case basis in advance of the construction or remodeling occurring according to the rules outlined in the ORC 3735.67. The results of the negotiation as approved by City Council will be set in writing in a Community Reinvestment Area Agreement as outlined in ORC 3735.671; if such an Agreement is subject to approval by the Board of Education of the School District within the territory of which the property is or will be located, the Agreement shall not be formally approved by the legislative authority until the Board of Education approves the Agreement in the manner prescribed by that section. The Application and Agreement are not subject to Board approval.

Finally, the City intends to utilize the Agreement in substantially the form as presented for the commercial development to be developed by Ridi Reio LLC- S/G Stores. Should you have any questions or comments, please do not hesitate to contact my office.

Sincerely,

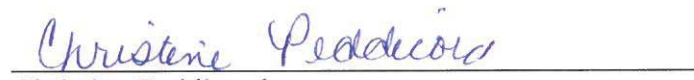


Joel L. Mazur  
City Manager/Housing Officer

Attachments

cc: City Council and Mayor

I, as Interim Finance Director/Interim Clerk of Council for the City of Napoleon, certify that a copy of this Letter and Application was mailed to the Board of Education of Napoleon Area City School District this 11th day of January, 2019.

  
Christine Peddicord  
Interim Finance Director

**PROPOSED AGREEMENT** for Community Reinvestment Area Tax Incentives between the  
City of Napoleon located in the County of Henry and Ridi Reio LLC-S/G Stores.

1. a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

**S/G Store\_**  
Enterprise Name

**Dan Ridi President**  
Contact Person

**5131 W Alexis Sylvania Oh 43560**  
Address

**419 776 2929**  
Telephone Number

- b. Project site:

**2269 Scott st\_\_**

**Robert Reinbolt**  
Contact Person

**5162 Pawnee Toledo Oh 43613**  
Address

**419 6542544**  
Telephone Number

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

Commercials structure to include a convenience store, coffee shop or car wash , and gas service

- b. List primary 6 digit North American Industry Classification System (NAICS) # \_\_\_\_\_

Business                      may                      list                      other                      relevant                      SIC  
numbers. \_\_\_\_\_

- c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets and infrastructure, and employment positions to be transferred: \_\_\_\_\_

New construction first store built in this area so all employees will be new hires

d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

LLC

3. Name of principal owner(s) or officers of the business.

Dan (Dergham) Ridi President S/G

4. a. State the enterprise's current employment level at the proposed project site:

0 vacant property

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes      No XX

c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

300

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

There is no impact on other stores—these will be new jobs

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?



NA

5. Does the Property Owner owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?  
Yes \_\_\_ No XX

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes \_\_\_ No XX

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?  
Yes \_\_\_ No XX

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).

6. Project Description: Prepare vacant property, including environmental testing and cleanup from previous site use to allow construction of an 7000sq ft multi use retail store to include a coffee shop or car wash and gas service

7. Project will begin spring, 20 19 and be completed spring, 20 20 provided a tax exemption is provided.

8. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):  
10 to 12 plus staff in the coffee shop in addition to the construction crews.

b. State the time frame of this projected hiring: early 2020 yrs.

c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):  
spring 2020

9. a. Estimate the amount of annual payroll such new employees will add \$ \$150,000 to \$200,000 (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ NA

10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

A.	Acquisition of Land :	\$ <u>350,000</u>
B.	Additions/New Construction:	\$ <u>650,000.00</u>
C.	Improvements to existing buildings:	\$ _____
D.	Machinery & Equipment:	\$ <u>900,000.00</u>
E.	Furniture & Fixtures:	\$ <u>100,000</u>
F.	Inventory:	\$ <u>100,000</u>
<b>Total New Project Investment:</b>		<b>\$2,100,000</b> _____

11. a. Business requests the following tax exemption incentives: 50 % for 15 years covering real estate and equipment \_\_\_\_\_ as described above. Be specific as to the rate, and term.

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

to assist in project development and to offset high cost of development/site preparation and make development of this brownfield site cost effective

Submission of this application expressly authorizes City of Napoleon to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or



complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C) (1) and 2921.13(D) (1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Dan Ridi  
Name of Property Owner

1/3/19  
Date

Dan Ridi

President

Signature

Typed Name and Title

\* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

\*\* Attach to Final Community Reinvestment Area Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.



# City of *NAPOLÉON* Ohio

255 West Riverview Avenue • P.O. Box 151  
Napoleon, Ohio 43545-0151  
Phone: (419) 592-4010 • Fax: (419) 599-8393  
Web Page: [www.napoleonohio.com](http://www.napoleonohio.com)

**Mayor**  
Jason Maassel

**Members of Council**

**PRESIDENT:**  
Joseph Bialorucki

**PRESIDENT PRO-TEM:**  
Daniel Baer

Travis B. Sheaffer  
Jeff Comadoll  
Kenneth Haase  
Jeff Mires  
Lori Siclair

**City Manager**  
Joel L. Mazur

**Finance Director**  
Gregory J. Heath

**Law Director**  
Billy D. Harmon

**Public Works  
Director**  
Chad E. Lulfs, P.E., P.S.

## CERTIFICATION

January 11, 2019

## EMAIL/U.S. MAIL

Board of Education  
Four County Career Center  
22900 State Route 34  
Archbold, OH 43502

Re: Community Reinvestment Area Application- Just Busch Investments LLC

Dear Board of Education:

I write to inform the Board of Education that the City of Napoleon intends to approve an Application and Agreement for Just Busch Investments, LLC pertaining to Community Reinvestment Area No. 2 located in the area of what is known as 130 E. Clinton St., Napoleon, Ohio, more specifically described in the attached Application.

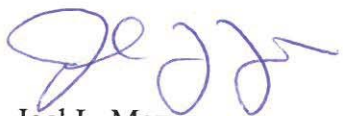
A Community Reinvestment Area is authorized pursuant to Chapter 37 of the Ohio Revised Code and is a tax incentive for persons or entities in an area in which housing facilities or structures of historical significance are located, and in which new construction or repair of existing facilities has been discouraged. The City established the Community Reinvestment Area No. 2 in hopes to create public and private sector partnership intended to promote and expand conforming uses in the designated area.

The percentage of the tax exemption on the increase in the assessed valuation resulting from improvements to commercial and industrial real property and the terms of those exemptions are to be negotiated on a case-by-case basis in advance of the construction or remodeling occurring according to the rules outlined in the ORC 3735.67. The results of the negotiation as approved by City Council will be set in writing in a Community Reinvestment Area Agreement as outlined in ORC 3735.671; if such an Agreement is subject to approval by the Board of Education of the School District within the territory of which the property is or will be located, the Agreement shall not be formally approved by the legislative authority until the Board of Education approves the Agreement in the manner prescribed by that section. The Application and Agreement are not subject to Board approval.

Since this proposed Agreement requires notification of the Board, the City is requesting that the Board waive the notice requirements as required by ORC sections 3735.671 and 5709.671 and 5709.83.

Finally, the City intends to utilize the Agreement in substantially the form as presented for the commercial development to be developed by Just Busch Investments, LLC. Should you have any questions or comments, please do not hesitate to contact my office.

Sincerely,




Joel L. Mazur  
City Manager/Housing Officer

Attachments

cc: City Council and Mayor

I, as Interim Finance Director/Interim Clerk of Council for the City of Napoleon, certify that a copy of this Letter and Application was mailed to the Board of Education of Four County Career Center this 11th day of January, 2019.



Christine Peddicord  
Interim Finance Director





# City of *NAPOLÉON* Ohio

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Billy D. Harmon

**Public Works  
Director**  
Chad E. Lulfs, P.E., P.S.

## CERTIFICATION

January 11, 2019

## EMAIL/U.S. MAIL

Board of Education  
Napoleon Area City School District  
701 Briarheath Ave.  
Napoleon, OH 43545

Re: Community Reinvestment Area Application- Just Busch Investments LLC

Dear Board of Education:

I write to inform the Board of Education that the City of Napoleon intends to approve an Application and Agreement for Just Busch Investments, LLC pertaining to Community Reinvestment Area No. 2 located in the area of what is known as 130 E. Clinton St., Napoleon, Ohio, more specifically described in the attached Application.

A Community Reinvestment Area is authorized pursuant to Chapter 37 of the Ohio Revised Code and is a tax incentive for persons or entities in an area in which housing facilities or structures of historical significance are located, and in which new construction or repair of existing facilities has been discouraged. The City established the Community Reinvestment Area No. 2 in hopes to create public and private sector partnership intended to promote and expand conforming uses in the designated area.

The percentage of the tax exemption on the increase in the assessed valuation resulting from improvements to commercial and industrial real property and the terms of those exemptions are to be negotiated on a case-by-case basis in advance of the construction or remodeling occurring according to the rules outlined in the ORC 3735.67. The results of the negotiation as approved by City Council will be set in writing in a Community Reinvestment Area Agreement as outlined in ORC 3735.671; if such an Agreement is subject to approval by the Board of Education of the School District within the territory of which the property is or will be located, the Agreement shall not be formally approved by the legislative authority until the Board of Education approves the Agreement in the manner prescribed by that section. The Application and Agreement are not subject to Board approval.

Since this proposed Agreement requires notification of the Board, the City is requesting that the Board waive the notice requirements as required by ORC sections 3735.671 and 5709.671 and 5709.83.

Finally, the City intends to utilize the Agreement in substantially the form as presented for the commercial development to be developed by Just Busch Investments, LLC. Should you have any questions or comments, please do not hesitate to contact my office.

Sincerely,



Joel L. Mazur  
City Manager/Housing Officer

Attachments

cc: City Council and Mayor

I, as Interim Finance Director/Interim Clerk of Council for the City of Napoleon, certify that a copy of this Letter and Application was mailed to the Board of Education of Napoleon Area City School District this 11<sup>th</sup> day of January, 2019.



Christine Peddicord  
Interim Finance Director

**PROPOSED AGREEMENT** for Community Reinvestment Area Tax Incentives between the  
City of Napoleon located in the County of Henry and  
Just Busch Investments, LLC.

- a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

Just Busch Investments, LLC  
Enterprise Name

Julie M. Busch  
Contact Person

821 Haley Ave., Napoleon, OH 43545  
Address

419-579-0357 (cell)  
Telephone Number

- b. Project site:

Julie M. Busch  
Contact Person

130 E. Clinton, Napoleon, OH 43567  
Address

419-592-5000 (work)  
Telephone Number

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

**Retail/Event Center**

- b. List primary 6 digit North American Industry Classification System (NAICS) #

Business may list other relevant SIC  
numbers.

- c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred: )

N/A



d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

Limited Liability Company

---

3. Name of principal owner(s) or officers of the business.

Julie M. Busch

---

4. a. State the enterprise's current employment level at the proposed project site:

4

---

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes ☐ No ☒

c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

N/A

---

d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

(both permanent) 2-Full Time / 2 - Part Time

---

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

N/A

---

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

N/A

---

5. Does the Property Owner owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?

Yes ☐ No ☒

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes ☐ No ☒

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?

Yes ☐ No ☒

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).

6. Project Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. Project will begin December 28, 2018 and be completed April 30, 2019  
provided a tax exemption is provided.

8. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):

2 - Full Time / 2-Part Time

\_\_\_\_\_

\_\_\_\_\_

b. State the time frame of this projected hiring: March - 2019 yrs.

c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):

March 2019 (all permanent)

\_\_\_\_\_

9. a. Estimate the amount of annual payroll such new employees will add \$ 12,000-20,000  
(new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ 15,000

10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

A. Acquisition of Buildings:	\$ <u>60,000</u>
B. Additions/New Construction:	\$ <u>130,000</u>
C. Improvements to existing buildings:	\$ <u>120,000</u>
D. Machinery & Equipment:	\$ <u>0</u>
E. Furniture & Fixtures:	\$ <u>20,000</u>
F. Inventory:	\$ <u>5,000</u>
<b>Total New Project Investment:</b>	\$ <u>335,000</u>

11. a. Business requests the following tax exemption incentives: 50 % for 10 years covering real \_\_\_\_\_ as described above. Be specific as to the rate, and term.

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)  
Restoring a Historical Building is challenging and has added expenses. We have cut through the concrete to run new

plumbing, taken down walls and ceilings, etc. etc.

Submission of this application expressly authorizes Joel Mazur to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C) (1) and 2921.13(D) (1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

**Julie M. Busch**

Name of Property Owner

**Julie M. Busch**

Digitally signed by Julie M. Busch  
Date: 2018.12.21 12:42:21 -05'00'

Signature

**12-21-2018**

Date

**Julie M. Busch Owner**

Typed Name and Title

\* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

\*\* Attach to Final Community Reinvestment Area Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.





# City of Napoleon, Ohio

255 West Riverview Avenue, P.O. Box 151

Napoleon, OH 43545

Telephone: (419) 592-4010 Fax: (419) 599-8393

[www.napoleonohio.com](http://www.napoleonohio.com)

## Memorandum

**To:** Mayor & City Council, City Manager, City Law  
Director, Interim Finance Director, Department  
Supervisors, Newsmedia  
**From:** Roxanne Dietrich, Interim Clerk of Council *rd*  
**Date:** January 10, 2019  
**Subject:** Water, Sewer, Refuse, Recycling and Litter  
Committee – Cancellation

The regularly scheduled meeting of the Water, Sewer, Refuse,  
Recycling and Litter Committee for Monday, January 14, 2019 at 7:00 pm has been CANCELED  
at the direction of the Chair.



*City of Napoleon, Ohio*

**SPECIAL MEETING**

OF

**MUNICIPAL PROPERTIES, BUILDING, LAND USE & ECONOMIC DEVELOPMENT COMMITTEE**

in Joint Session with the

**CITY COUNCIL**

LOCATION: Oberhaus Park Shelterhouse, 750 West Maumee Avenue, Napoleon, Ohio

**SPECIAL MEETING AGENDA**

**Thursday, January 17, 2019 at 6:30 pm**

- 1) Community Forum on the City's Master Plan Update.
- 2) Adjournment.



*Roxanne Dietrich*  
*Interim Clerk of Council*

*City of Napoleon, Ohio*

**SPECIAL MEETING**

OF

**CITY COUNCIL**

in Joint Session with

**MUNICIPAL PROPERTIES, BUILDING, LAND USE & ECONOMIC DEVELOPMENT COMMITTEE**

LOCATION: **Oberhaus Park Shelterhouse**, 750 West Maumee Avenue, Napoleon, Ohio

**SPECIAL MEETING AGENDA**

**Thursday, January 17, 2019 at 6:30 pm**

- 1) Community Forum on the City's Master Plan Update.
- 2) Adjournment.

*Roxanne Dietrich*

*Roxanne Dietrich*

*Interim Clerk of Council*



# City of *NAPOLEON*, Ohio

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## MEMORANDUM

### *Mayor*

Jason Maassel

### *Members of Council*

#### **PRESIDENT:**

Joseph Bialorucki

#### **PRESIDENT PRO-TEM:**

Daniel Baer

Travis B. Sheaffer

Jeff Comadoll

Kenneth Haase

Jeff Mires

Lori Sicclair

### *City Manager*

Joel L. Mazur

### *Finance Director*

Gregory J. Heath

### *Law Director*

Billy D. Harmon

### *Public Works*

#### *Director*

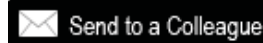
Chad E. Lulfs, P.E., P.S.

**DATE:** January 7, 2019  
**TO:** Members of Council and Mayor Maassel  
**FROM:** Joel L. Mazur, City Manager/JLM  
**SUBJECT:** Community Forum

The community forum that was to be held in December has now been re-scheduled for Thursday, January 17<sup>th</sup>, at 6:30 p.m. at Oberhaus Shelter House, 750 W. Maumee Ave., Napoleon.

We are once again inviting the community to attend this public forum and provide the chance for them to review the information that has been collected from the community surveys thus far. This valuable information will help guide the focus for the City of Napoleon's master plan update.

We are very excited about providing this opportunity for our citizens to participate in deciding the direction they would like to see their community go in for future generations to come.

[Cities & Villages Magazines](#)[Join Our Mailing List](#)[OML Classified Ads](#)[Update Municipal Officials](#) ~ New

## Legislative Bulletin

January 11, 2019

### OML UPDATE AT-A-GLANCE

Here are the top three things you need to know from this past week:

- After a months-long speaker's race, Rep. Larry Householder (R - Glenford) was elected as Speaker of the Ohio House of Representatives by a vote of 52-46. Additionally, Sen. Larry Obhof (R - Medina) was re-elected as President of the Ohio Senate. The League wants to congratulate Speaker Householder and Senate President Obhof on their elections, and we look forward to working with them to ensure a safe, stable and bright future for Ohio's cities and villages.
- Lt. Governor-elect Jon Husted has been announced as the first director of InnovateOhio, which will focus on improving the state government's operations through technological advancements. Governor-elect DeWine also announced that Husted will lead workforce and development initiatives.
- Cincinnati has been ranked by WalletHub as the top sports city among mid-sized cities. In addition to its college and pro sports franchises, WalletHub cited affordable ticket prices and accessible stadiums among the reasons Cincinnati was awarded this distinction.

### LEGISLATURE OVERRIDES GOVERNOR'S GUN BILL VETO

On December 27<sup>th</sup>, 2018, the Ohio legislature overrode Governor Kasich's veto of HB 228, formerly known as the "stand-your-ground" legislation. The bill, in addition to shifting the burden of proof to the prosecutor in a self-defense case, contained two municipal preemptions. The first prohibits municipalities from passing ordinances that restrict firearms. The second allows citizens to sue municipalities they feel have infringed upon their Second Amendment rights and mandates the city pay damages. We are disappointed that the legislature has further restricted the constitutional right of municipal Home Rule.

The bill will become effective on March 28, 2019. However, an amendment was added to the final legislation to allow 9 months from the effective date for municipalities to remove gun language from their ordinances. That period of time will start on March 28, 2019 and end on December 28, 2019. In the interim, we encourage municipalities to

review their ordinances and make any necessary changes to ensure they are in compliance with HB 228.

## **GOVERNOR-ELECT DEWINE ANNOUNCES CABINET APPOINTMENTS**

As the inauguration of Governor-elect DeWine and Lt. Governor-elect Jon Husted approaches, DeWine has been announcing cabinet appointments as he builds his incoming administration. Below is a comprehensive list of the cabinet appointments announced thus far:

- Matt Damschroder, director of the Department of Administrative Services.
- Findlay Mayor Lydia Mihalik, director of the Development Services Agency.
- Kevin Miller, staying on as director of Opportunities for Ohioans with Disabilities.
- Former Rep. Jeff McClain (R - Upper Sandusky), tax commissioner.
- Annette Chambers-Smith, director of the Department Rehabilitation and Correction.
- Ryan Burgess, director of cabinet affairs.
- Michael Hall, director policy for the governor.
- Dan McCarthy, director of legislative affairs for the governor.
- Sen. Randy Gardner (R-Bowling Green), chancellor of the Department of Higher Education.
- Former Rep. Dorothy Pelanda (R-Marysville), director of the Department of Agriculture.
- Jillian Froment, director of the Department of Insurance.
- Kimberly Hall, director of Job and Family Services.
- Maureen Corcoran, director of Medicaid.
- Lori Criss, director of Mental Health and Addiction Services.
- Jack Marchbanks, director of the Department of Transportation.
- Jeffrey Davis, director of the Department of Developmental Disabilities.
- Stephanie McCloud, CEO of the Bureau of Workers Compensation.
- Ryan Gies, director of the Department of Youth Services.
- Ursel McElroy, director of the Department of Aging.
- Maj. Gen. (Ret.) Deborah Ashenurst, director of the Department of Veteran Services.
- Laurie Stevenson, director of the Ohio EPA
- Andy Wilson, senior advisor for criminal justice policy

All these appointments are currently pending approval by the Ohio Senate. We want to congratulate each appointee on their nomination and we look forward to working with many of them on behalf of Ohio's municipalities.

## **BILL OF MUNICIPAL INTERESTED SIGNED BY GOVERNOR**

Here is the final bill impacting municipalities that was signed by Governor Kasich:

- HB 422 - MUNICIPAL WATERWORKS. Sponsored by Rep. Ginter (R - Salem) and Rep. Rogers (D - Mentor-on-the-Lake), would govern the acquisitions of municipal waterworks and sewage systems. The League is supportive of this legislation.

## **HOUSE AND SENATE RELEASE LEGISLATIVE CALENDAR FOR THE FIRST HALF OF 2019**



Both the Ohio House and Senate have released committee and session calendars from January through July 2019. To View the Ohio House of Representatives legislative calendar, click [HERE](#). To view the Ohio Senate legislative calendar, click [HERE](#).

### Ohio Municipal League Meetings & Trainings

<b><u>6 Hour Initial Mayors' Court Trainings</u></b> <b>January 17 &amp; 18, 2019</b>	<b>Registration Information</b> <b><a href="#">HERE</a></b>
<b><u>Integrated Risk Management for Ohio Public Entities Seminars</u></b> <b>January 23, January 24 &amp; February 27</b>	<b>Registration Information</b> <b><a href="#">HERE</a></b>

#### [Ohio Municipal League](#)

Legislative Inquires:

[Kent Scarrett, Executive Director](#)

[Edward Albright, Deputy Director](#)

[Ashley Brewster, Director of Communications](#)

[Rachel Massoud, Legislative Advocate](#)

Website/Bulletin Issues:

[Zoë Wade, Office Manager](#)



## 2019 Smart Energy Provider webinar

By Erin Miller - director of energy policy and sustainability

On Jan. 24 at 2:00 p.m., the American Public Power Association (APPA) will hold the free *2019 Smart Energy Provider Program Release Webinar* to provide an overview of the APPA's new Smart Energy Provider program for interested potential applicants. You can register online [here](#).

This program recognizes public power utilities who have demonstrated leading practices in energy efficiency, distributed generation, environmental stewardship and renewable energy. Utilities that successfully meet the guidelines earn a Smart Energy Provider designation. The webinar will focus on application requirements and walk through the application process for interested utilities.

Smart Energy Provider Resources:

- [Application](#)
- [Application guide](#)
- [SEP website](#)

AMP staff participated in APPA's stakeholder group to create the Smart Energy Provider program. If you have any questions, please contact Randy Corbin, assistant vice president of energy efficiency at [rcorbin@amppartners.org](mailto:rcorbin@amppartners.org), or to me at [emiller@amppartners.org](mailto:emiller@amppartners.org).

## Save-the-Date: April 23-24 - Technical Services Conference

By Jennifer Flockerzie - technical services program coordinator

Members are encouraged to save-the-date for the 2019 Technical Services Conference, which will take place April 23-24 at the Quest Conference Center in Columbus. Electric utility managers, superintendents and technical staff are invited and encouraged to attend.



The conference provides a great opportunity for members to increase technical understanding, learn about new products and strengthen relationships with other AMP members and AMP staff. The event will offer a variety of informative sessions and a vendor expo featuring the latest products and offerings.

More information on the conference will be provided as it becomes available. If you have any questions, please contact me at 614.540.0853 or [jflockerzie@amppartners.org](mailto:jflockerzie@amppartners.org).

## APPA releases electric vehicle blueprint document

By Erin Miller

The *Creating an Electric Vehicle Blueprint for Your Community* strategy document was recently released by the American Public Power Association (APPA) and is now available to AMP members. AMP has negotiated a special license agreement to make the document available to members through Dec. 31, 2019. Click [here](#) to download (member extranet login required).

APPA offers the document for a cost of \$50.00 in hard copy form. However, AMP's unique agreement with APPA allows one free electronic download per community.

If you have any questions, please contact me at 614.540.1019 or [emiller@amppartners.org](mailto:emiller@amppartners.org).



## AMP scholarship materials are due by Feb. 15

*By Jodi Allalen - member events and programs coordinator*

AMP scholarship nominees have until Feb. 15 to submit their high school transcript and personal achievement form. Students will be invited to visit their local municipal electric utility to tour the facility and take a test on public power.

Scholarship winners will be chosen according to test score, personal achievement form and scholastic records. Up to four Wright and four Gorsuch scholarship recipients will be determined and announced by the AMP Board of Trustees in April. Each recipient will be awarded a one-time \$2,500 scholarship.

Please contact me with any questions at 614.540.0916 or [jallalen@amppartners.org](mailto:jallalen@amppartners.org).

## AMP Training Catalog correction

*By Jennifer Flockerzie*

The 2019 AMP Training Catalog incorrectly listed the date for the Lineworker Training Intermediate course as June 15-17. The correct date for this course is June 17-21. The catalog on the member extranet has since been corrected.

Lineworker Training Intermediate is the third class in the AMP Lineworker series, and offers participants the opportunity to move one step closer to journeyman status. The course is a mixture of book work and hands-on training that provides additional installation skills, troubleshooting and simulated energy work.

If you have questions about training or would like to sign up for a course, please contact me at 614.540.0853 or [jflockerzie@amppartners.org](mailto:jflockerzie@amppartners.org).

## New content from the Smart Electric Power Alliance

*By Brad Benton - senior manager, membership - SEPA*

As an AMP member, you have unlimited access to all Smart Electric Power Alliance (SEPA) content. From webinars to research reports to participating in working groups, it's all included in your AMP membership.



Below is a snapshot of a few recent reports as well as upcoming webinars and events. You can access all these resources and more at [www.sepapower.org](http://www.sepapower.org)

### Reports

#### **Distributed Energy Resources Management System (DERMS) Requirements Document V2.0**

The first work product, DERMS Requirements V1.0, was released in February 2018. It provided a list of requirements for a DERMS based on the early procurement experiences from the working group utilities. Efforts continued in 2018 under the auspices of the DERMS Task Force, which included members from utilities, developers and solution providers to review and refine the DERMS Requirements.

Available at [www.sepapower.org](http://www.sepapower.org) on Jan. 31.

#### **Early Bird SEPA Utility Conference registration is open, ends Jan. 16**

Whether your utility is tackling electrified transportation, grid resilience, DER integration, regulatory innovation or new utility business models, the Utility Conference will give you the tools you need to be the hero for your utility and your customers.

Join SEPA and your peers at this Utility Only event April 8-10 in San Diego. More details and a special early access are available [here](#).

As always, don't hesitate to contact Spencer Schecht on the SEPA Membership Team to learn more about your benefits. He can be reached at 202.350.4671 or [sschecht@sepapower.org](mailto:sschecht@sepapower.org).

DECEMBER OPERATIONS DATA		
	December 2018	December 2017
<b>Fremont Capacity Factor</b>	<b>64%</b>	<b>79%</b>
<b>Prairie State Capacity Factor</b>	<b>87%</b>	<b>93%</b>
<b>Meldahl Capacity Factor</b>	<b>28%</b>	<b>67%</b>
<b>Cannelton Capacity Factor</b>	<b>24%</b>	<b>78%</b>
<b>Smithland Capacity Factor</b>	<b>4%</b>	<b>49%</b>
<b>Greenup Capacity Factor</b>	<b>13%</b>	<b>71%</b>
<b>Willow Island Capacity Factor</b>	<b>56%</b>	<b>71%</b>
<b>Belleville Capacity Factor</b>	<b>40%</b>	<b>95%</b>
<b>Blue Creek Wind Capacity Factor</b>	<b>33%</b>	<b>37%</b>
<b>JV6 Wind Capacity Factor</b>	<b>18%</b>	<b>26%</b>
<b>Front Royal Solar Capacity Factor</b>	<b>13%</b>	<b>10%</b>
<b>Bowling Green Solar Capacity Factor</b>	<b>8%</b>	<b>8%</b>
<b>Avg. A/D Hub On-Peak Rate</b>	<b>\$36/MWh</b>	<b>\$36/MWh</b>
* Fremont capacity factor based on 675 MW rating. * PS capacity factor based on 1,582 MW rating. * Meldahl capacity factor based on 105 MW rating. * Cannelton capacity factor based on 87.6 MW rating. * Smithland capacity factor based on 76.2 MW rating. * Greenup capacity factor based on 70 MW rating. * Willow Island capacity factor based on 44.2 MW rating. * Belleville capacity factor based on 42 MW rating. * Front Royal Solar capacity factor based on 2.5 MW rating. * BG Solar capacity factor based on 20 MW rating.		

## Energy markets update

By Jerry Willman - assistant vice president of energy marketing

The February 2019 natural gas contract decreased \$0.015/MMBtu to close at \$2.969 yesterday. The EIA reported a withdrawal of 91 Bcf for the week ending Jan. 4. There was a reclassification for working gas to base gas which resulted in decreased working gas stocks of 4 Bcf. The implied flow for the week is a decrease of 87 Bcf. Market expectations were for a withdrawal of 71 Bcf.

On-peak power prices for 2020 at AD Hub closed yesterday at \$36.75/MWh, which was \$0.20/MWh higher for the week.

On Peak (16 hour) prices into AEP/Dayton hub				
Week ending Jan. 11				
MON	TUE	WED	THU	FRI
\$25.16	\$23.39	\$28.66	\$36.23	\$33.98
Week ending Jan. 4				
MON	TUE	WED	THU	FRI
\$24.66	\$23.47	\$30.87	\$27.08	\$25.32
AEP/Dayton 2020 5x16 price as of Jan. 10 — \$36.75				
AEP/Dayton 2020 5x16 price as of Jan. 3 — \$36.55				

## AFEC weekly update

*By Jerry Willman*

The AMP Fremont Energy Center (AFEC) was 100 percent available for the week. PJM dispatched the plant offline during the overnight hours last Saturday and Sunday based on economics due to lower loads and prices. Duct firing operated for 34 hours this week. The plant generated at a 68 percent capacity factor (based on 675 MW rating).

## Mackenzie Koehler presented with Hard Hat Safety Award

*By Scott McKenzie - director of member training and safety*

Mackenzie Koehler, lineman for the City of St. Clairsville, was presented with his Hard Hat Safety Award by Mayor Terry Pugh. Koehler was selected for this award because of his commitment to safety in the workplace.

Please join us in congratulating Mackenzie on this well-deserved award.





Left to right: St. Clairsville Mayor Terry Pugh presents Mackenzie Koehler with his Hard Hat Safety Award

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Webinars

## Register now for Webinars

Learn from your office! Individual webinars are \$109, or sign up for a series at a discounted rate. Register today at [www.PublicPower.org](http://www.PublicPower.org) under Education & Events. Non-members can enter coupon code **AMP** to receive the member rate.

Webinars can be purchased individually or as the 5-part series:

- Exploring Electric Utility Regulations and Business Models: **February 22, 2019**
- Understanding the Generation & Transmission Grid: **March 8, 2019**
- Operating a Local Public Power System: **March 22, 2019**
- Managing a Public Power Utility Enterprise: **April 5, 2019**



## Classifieds

Members interested in posting classifieds in Update may send a job description with start and end advertisement dates to [zhoffman@amppartners.org](mailto:zhoffman@amppartners.org). There is no charge for this service.

### City of Bowling Green seeks wastewater treatment plant operator

The City of Bowling Green is seeking applicants for the position of wastewater treatment plant operator. This hourly position is responsible for oversight of the operation of the wastewater treatment plant, ensuring effluent quality and proper/efficient plant operation. Oversees plant operations; checks equipment; performs lab tests; monitors plant via computer and plant walk through rounds; performs

maintenance duties; operates trucks and other equipment; removes Biosolids (hauls sludge); collects samples; attends training; prepares /maintains documentation; performs custodial tasks and other related duties as assigned. Works both indoors and outdoors; works alone; irregular work schedules; must be available to work shift work, weekends and holidays. High school diploma or equivalent; Ohio Environmental Protection Agency (OEPA) Wastewater Treatment Certifications preferred; valid Class A Commercial Driver's License required or must be able to obtain within six months of hire; must obtain a Class I OEPA Wastewater Treatment Certification within two years of hire; three to five years of relevant experience.

Applicants must complete an application packet that is available online or in the Personnel Department, 304 N. Church St, Bowling Green, OH 43402-2399. Resumes alone are unacceptable. Copies of the complete job description will be provided to applicants. For more information call the Personnel Department at 419.354.6200. Email address: [BGPersonnel@bgohio.org](mailto:BGPersonnel@bgohio.org). For more information/access the online application [here](#). Deadline for making application is Feb. 1 at 4:30 p.m. AA/EEO

## City of Napoleon seeks applicants for city finance director

The City of Napoleon is currently accepting applications for the position of city finance director. This position is directly responsible for planning, directing, organizing and coordinating all financial activities of the city including general accounting, capital financing, payroll, risk management, budget preparation, tax collection, fixed asset control and ensuring ongoing and documented compliance with all governmental financial and accounting regulations, policies and procedures. Job requirements include a bachelor's degree in accounting, three to five years of related work experience in public finance administration and a valid State of Ohio driver's license.

This is a full-time position with a starting annual salary of \$75,000 to \$100,000, depending on experience. Applications may be obtained from the City of Napoleon's Administration Building, 255 W. Riverview Ave., PO Box 151, Napoleon, OH, 43545, and from [www.napoleonohio.com](http://www.napoleonohio.com) under Human Resources. A properly completed, notarized application must be returned to the above address with a resume and cover letter by 12:00 p.m. on Friday, Jan. 25, 2019 to be considered. The City of Napoleon is an Equal Opportunity Employer.

## City of Milford seeks applicants for electric superintendent

The City of Milford Public Works Department is seeking applicants for the position of electric superintendent. The electric superintendent oversees the overall operations of the city's electric system that serves approximately 7,500 homes and businesses from two substations in an approximately 12 square mile service territory, covering all of Milford and portions of unincorporated areas of Kent and Sussex Counties. The system peaks at just over 46,000 MW and delivers over 225 million kWh annually.

The electric superintendent supervises approximately 10 employees and is responsible for construction, maintenance and design of the distribution system, including substation operations and maintenance. Electricity is purchased in bulk from the Delaware Municipal Electric Corporation. Work is performed under the general supervision of the public works director.

The city is seeking applicants with a bachelor degree in electrical engineering (preferred) or a related field with at least five years of experience; or 10 years of experience in the electric utility industry with considerable supervisory and management experience may be substituted for a degree; or any combination of education and experience equivalent to the requirements. Possession of a valid Delaware vehicle operator's license and Class B CDL (minimum - within one year of the date of hire) is required.

Salary range: \$84,136-\$107,681.60 based on qualifications and experience.

To apply: Click [here](#) and attach your resume.

The position will remain open until filled.

## Village of Brewster seeks applicants for electric lineworker

The Village of Brewster is accepting applications for the position of electric lineman. The electric lineman is responsible for constructing, planning, maintaining, troubleshooting and repairing the distribution system, substation and street lighting in the village electric utility system. The individual hired will work under the supervision of the electric department superintendent. Proof of electric lineman will be required, such as graduation from Northwest Lineman College, Union Certification or equivalent. Must also hold a CDL. Five or more years of experience required. Entry level wage rate for an electric lineman - a is \$30.05 per hour. The position is a full-time non-exempt position. The normal schedule is a 40-hour work week, with standby status as well as occasional overtime and scheduled weekend work. The Village of Brewster



offers an attractive benefit package that includes health, dental, vision and life insurance after 30 days of service and membership in the Ohio Public Employees Retirement System

Applications can be obtained at either 302 S. Wabash St., Brewster, OH 44613 or online from the village's [website](#). A copy of the job description can be obtained from the village administrator. Questions can be directed to the village administrator at 330.767.3931. Deadline for submitting an application or resume is Jan. 25, 2019. The Village of Brewster is an equal opportunity employer.

## City of Piqua selling excess AMI water meters

The City of Piqua purchased new Sensus Omni C2 water meters for the city's AMI system and is looking to sell excess meters to communities that are currently implementing or planning to implement a new AMI system. All meters were purchased new in 2016 and the following sizes and quantities are available.

- 2" Sensus, Qty. of 33, for a price of \$587/each
- 3" Sensus, Qty. of 7, for a price of \$733/each
- 4" Sensus, Qty. of 21, for a price of \$1,267/each
- 6" Sensus, Qty. of 7, for a price of \$2,267/each

Please contact Bev Yount at 937.778.4002 or [byount@piquaoh.org](mailto:byount@piquaoh.org) for more information. To see more pictures, please visit the classifieds page on the [member extranet](#) (login required).



## Opportunities available at AMP

AMP is seeking applicants for the following positions:

Independent safety consultant, Pennsylvania

Information systems intern

Generation optimization specialist

Director of key accounts and economic development

Controller

Chief risk officer

For complete job descriptions, please visit the [AMP careers page](#).

American Municipal Power, Inc.

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