



City of Napoleon, Ohio

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Memorandum

To: Mayor and Members of City Council
From: Roxanne Dietrich, Clerk of Council
cc: Joel L. Mazur-City Manager, Billy D. Harmon-City Law Director, Kelly O'Boyle-Finance Director
Date: July 19, 2021
Subject: General Information

CALENDAR

CITY COUNCIL MEETING

APPROVAL OF MINUTES

July 6, 2021 Regular Council Meeting Minutes

INTRODUCTION OF NEW ORDINANCES AND RESOLUTIONS

1. **Resolution No. 025-21**, a Resolution Authorizing and Directing the Finance Director of the City of Napoleon to Certify and File Annual Special Assessments of the City of Napoleon, Ohio, with the County Auditor of Henry County for Placement and Collection on the 2021 Tax Duplicates Payable in the Year 2022; and declaring an Emergency
2. **Resolution No. 026-21**, a Resolution Accepting the Amounts and Rates as determined by the Budget Commission and Authorizing the necessary Tax Levies and Certifying them to the County Auditor of Henry County for the 2021 Tax Duplicates Payable in Year 2022; and declaring an Emergency
3. **Resolution No. 027-21**, a Resolution Authorizing the City Manager to Execute all Documents necessary to Apply for and accept Ohio Public Works Commission State Capital Improvement Program (SCIP) and Local Transportation Improvement Program (LTIP) funds for projects deemed necessary by the City Engineer in the year 2022; and declaring an Emergency

SECOND READINGS OF ORDINANCES AND RESOLUTIONS

1. **Ordinance No. 020-21**, an Ordinance Approving Current June 2021 Replacement Pages to the City of Napoleon Codified Ordinances

THIRD READINGS OF ORDINANCES AND RESOLUTIONS - *None*

GOOD OF THE CITY (Discussion/Action)

1. **Discussion/Action:** Approval of Power Supply Cost Adjustment Factor for July, 2021 as PSCA 3-month averaged factor \$0.01490 and JV2 \$0.028681
2. **Discussion/Action:** Asset Purchase and Sale Agreement with AMPT (direct Law Director to draft legislation)
3. **Discussion/Action:** Operations & Maintenance (O&M) Service Agreement with AMPT (direct Law Director to draft legislation)
4. **Discussion/Action:** PC 21-09 Conditional Use Permit – 2601 Scott Street

5. **Discussion/Action:** on Recommendation of NIEDF Committee to Approve a \$5,000 Reimbursement Grant, with Stipulations, for Façade Improvements to Property Preppers, LLC
 - a. The draft minutes from Tuesday's meeting are attached
6. **Discussion/Action:** Consulting Service Agreement with Schonhardt & Associates
7. **Discussion/Action:** Review of the City's Website
8. **Discussion/Action:** Award of the 2021 Miscellaneous Street Improvements Project
 - a. These bids were opened on Wednesday and in Chad's Memorandum that is enclosed are the bid results and his recommendation of award.
9. **Discussion/Action:** Approval of Plans and Specifications for the Front Street Interceptor and Palmer Ditch Force Main Relocation Project
 - a. In the attached Memorandum from Chad he explains this project. The plans and specs are on file.
10. **Discussion/Action:** Acceptance of a \$1,000 Donation/Reimbursement from the Four County ADAMhs Board for the K9 Program.
11. **Discussion/Action:** Appointment of Interim Finance Director

INFORMATIONAL

- 1) Agenda – Tree Commission 6:00 pm on Monday, July 19, 2021
- 2) Cancellation – Parks and Recreation Committee
- 3) AMP Weekly Newsletter – July 9, 2021

July 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		29	30	1	2 1:00 pm – Personnel Committee	3
4	5 Closed – “4 th of July Holiday”	6 6:45 pm – Records Commission 7:00 pm – City Council	7	8	9	10
11	12 6:15 pm – Electric Committee 6:15 pm – Board of Public Affairs 7:00 pm – Water and Sewer Committee	13 5:00 pm – Planning Commission	14	15	16	17
18	19 6:00 pm – Tree Commission 7:00 pm – City Council	20	21	22	23	24
25	26 6:30 pm – Finance and Budget Committee 7:30 pm – Safety and Human Resources Committee	27 4:30 pm Civil Service Comm.	28 6:30 pm – Parks and Rec Board	29	30	31

CITY OF NAPOLEON CITY COUNCIL
MEETING AGENDA

Monday, July 19, 2021 at 7:00 pm

in City Council Chambers, 255 West Riverview Avenue, Napoleon, Ohio
to view the meeting via WebEx: www.napoleonohio.com/Events

A. Attendance (Noted by the Clerk)

B. Prayer and Pledge of Allegiance

C. Approval of Minutes (in the absence of any objections or corrections, the minutes shall stand approved)
July 6, 2021 Regular Council Meeting Minutes

D. Citizen Communication

E. Reports from Council Committees

1. Electric Committee met on July 12, 2021 and;
 - a. accepted the BOPA's recommendation to approve the July 2021 Power Supply Cost Adjustment Factor
 - b. recommend Council approve the Asset Purchase and Sale Agreement with AMPT
 - c. recommend Council approve the Operations & Maintenance (O&M) Service Agreement with AMPT
2. Water, Sewer, Refuse, Recycling and Litter Committee met on July 12, 2021 and;
 - a. received an update on the WWTP Improvements Project
 - b. Discussed the Water Rate Review Commission Committee as required in the contract with the Village of Florida
 - c. Discussed a Potential Operations and Maintenance (O&M) Agreement with the Village of Florida for their water system
3. Municipal Properties, Building, Land Use and Economic Development Committee did not meet on July 12, 2021 due to lack of agenda items
4. Parks and Rec Committee did not meet tonight due to lack of agenda items

F. Reports from Other Committees, Commissions and Boards (*Informational Only-Not Read*)

1. NIEDF Committee met on July 13, 2021 and;
 - a. approved the request of \$5,000 from the NIEDF in the form of a grant to Property Preppers, the owners of Brick 'n Brew, with the stipulations that they: (1) complete the work in the timeline given, (2) that the business has to be opened; and, (3) they cannot sell the property within one year or the \$5,000 has to be paid back. In addition, the other side of the building that is not open, will have to be opened as well, meaning it will have to have an occupancy permit, be staffed and open to the public.
2. The Planning Commission met on July 13, 2021 and;
 - a. approved PC 21-09 Conditional Use Permit for 2601 Scott Street
3. Tree Commission met earlier tonight and;
 - a. Reviewed the Tree Call Reports
 - b. Reviewed the Fall Plantings List
 - c. Reviewed the Fall Trimming List
 - d. Finalized the Fall Removal List
 - e. Finalized the Fall Topsoil List

G. Introduction of New Ordinances and Resolutions

1. **Resolution No. 025-21**, a Resolution Authorizing and Directing the Finance Director of the City of Napoleon to Certify and File Annual Special Assessments of the City of Napoleon, Ohio, with the County Auditor of Henry County for Placement and Collection on the 2021 Tax Duplicates Payable in the Year 2022; and declaring an Emergency
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3. **Resolution No. 027-21**, a Resolution Authorizing the City Manager to Execute all Documents necessary to Apply for and accept Ohio Public Works Commission State Capital Improvement Program (SCIP) and Local Transportation Improvement Program (LTIP) funds for projects deemed necessary by the City Engineer in the year 2022; and declaring an Emergency.

H. Second Readings of Ordinances and Resolutions

1. Ordinance No. 020-21, an Ordinance Approving Current June 2021 Replacement Pages to the City of Napoleon Codified Ordinances

I. Third Readings of Ordinances and Resolutions – None

J. Good of the City (Any other business that may properly come before Council, including but not limited to):

1. **Discussion/Action:** Approval of Power Supply Cost Adjustment Factor for July, 2021 as PSCA 3-month averaged factor \$0.01490 and JV2 \$0.028681
2. **Discussion/Action:** Asset Purchase and Sale Agreement with AMPT (direct Law Director to draft legislation)
3. **Discussion/Action:** Operations & Maintenance (O&M) Service Agreement with AMPT (direct Law Director to draft legislation)
4. **Discussion/Action:** PC 21-09 Conditional Use Permit – 2601 Scott Street
5. **Discussion/Action:** on Recommendation of NIEDF Committee to Approve a \$5,000 Reimbursement Grant, with Stipulations, for Façade Improvements to Property Preppers, LLC
6. **Discussion/Action:** Consulting Service Agreement with Schonhardt & Associates
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9. **Discussion/Action:** Approval of Plans and Specifications for the Front Street Interceptor and Palmer Ditch Force Main Relocation Project
10. **Discussion/Action:** Acceptance of a \$1,000 Donation/Reimbursement from the Four County ADAMhs Board for the K9 Program.
11. **Discussion/Action:** Appointment of Interim Finance Director

K. Executive Session– (as may be needed)

L. Approve Payment of Bills and Financial Reports (in the absence of any objections or corrections, the Payment of Bills and Financial Reports shall stand approved.)

M. Adjournment



Roxanne Dietrich - Clerk of Council

A. ITEMS REFERRED OR PENDING IN COMMITTEES OF COUNCIL

1. **Technology & Communication Committee (1st Monday)**
(Next Regular Meeting: Monday, August 2, 2021 @6:15 pm)
2. **Electric Committee (2nd Monday)**
(Next Regular Meeting: Monday, August 9, 2021 @6:15 pm)
 - a. Review of Power Supply Cost Adjustment Factor for August 2021
 - b. Update on Substations
 - c. Electric Department Report
3. **Water, Sewer, Refuse, Recycling & Litter Committee (2nd Monday)**
(Next Regular Meeting: Monday, August 9, 2021 @7:00 pm)
 - a. Update on 2021 Wastewater Treatment Plant Improvements Project
4. **Municipal Properties, Buildings, Land Use & Economic Development Committee (2nd Monday)**
(Next Regular Meeting: Monday, August 9, 2021 @7:30 pm)
5. **Parks & Recreation Committee (3rd Monday)**
(Next Regular Meeting: Monday, August 16, 2021 @6:00 pm)
6. **Finance & Budget Committee (4th Monday)**
(Next Regular Meeting: Monday, July 26, 2021 @6:30 pm)
7. **Safety & Human Resources Committee (4th Monday)**
(Next Regular Meeting: Monday, July 26, 2021 @7:30 pm)
8. **Personnel Committee (as needed)**
9. **Ad-hoc Committee on Personnel (as needed)**
10. **Charter Review Commission (as needed in 2024)**

B. Items Referred or Pending in Other City Committees, Commissions & Boards

1. **Board of Public Affairs (2nd Monday)**
(Next Regular Meeting: Monday, August 9, 2021 @6:15 pm)
 - a. Review of Power Supply Cost Adjustment Factor for August, 2021
 - b. Update on Substations
 - c. Electric Department Report
 - e. Update on 2021 Wastewater Treatment Plant Improvements Project
2. **Board of Zoning Appeals (2nd Tuesday)**
(Next Regular Meeting: Tuesday, August 10, 2021 @4:30 pm)
3. **Planning Commission (2nd Tuesday)**
(Next Regular Meeting: Tuesday, August 10, 2021 @5:00 pm)
4. **Tree Commission (3rd Monday)**
(Next Regular Meeting: Monday, August 16, 2021 at 6:00 pm)
5. **Civil Service Commission (4th Tuesday)**
(Next Regular Meeting: Tuesday, July 27, 2021 @4:30 pm)
6. **Parks & Recreation Board (Last Wednesday)**
(Next Regular Meeting: Wednesday, July 28, 2021 @6:30 pm)
7. **Privacy Committee (2nd Tuesday in May & November)**
(Next Regular Meeting: Tuesday, November 9, 2021 @10:30 am)
8. **Records Commission (2nd Tuesday in June & December)**
(Next Regular Meeting: Monday, December 6, 2021 @8:00 am)
9. **Housing Council - Meets First Monday in April (meeting to be scheduled after the TIRC meeting)**
10. **Health Care Cost Committee (as needed)**
11. **Preservation Commission (as needed)**
12. **Napoleon Infrastructure/Economic Development Fund Review Committee [NIEDF] (as needed)**
13. **Tax Incentive Review Council (as needed)**
14. **Volunteer Firefighters' Dependents Fund Board**
15. **Volunteer Peace Officers' Dependents Fund Board**
16. **Lodge Tax Advisory & Control Board (as needed)**
17. **Board of Building Appeals (as needed)**
18. **ADA Compliance Board (as needed)**

City of Napoleon, Ohio
CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 06, 2021 at 7:00 PM

PRESENT

Councilmembers	Joseph D. Bialorucki-President, Daniel Baer-Council President Pro-Tem, Lori Sicclair, Jeff Comadoll, Ken Haase, Molly Knepley, Ross Durham
Mayor	Jason P. Maassel
City Manager	Joel Mazur
City Law Director	Billy D. Harmon
Finance Director	Kelly O'Boyle
Clerk of Council	Roxanne Dietrich
City Staff	Police Lt. Greg Smith Chad E. Lulfs, P.E.,P.S.-Director of Public Works Lanie Lambert-Human Resources
Others	News Media

ABSENT

CALL TO ORDER

Council President Bialorucki called the City Council meeting to order at 7:00 pm with the Lord's Prayer followed by the Pledge of Allegiance.

APPROVAL OF MINUTES

Hearing no objections or corrections, the minutes from the June 21, 2021 Regular Council meeting were approved as presented.

CITIZEN COMMUNICATION

None.

REPORTS FROM COUNCIL COMMITTEES

Chair Bialorucki reported the Finance and Budget Committee met on June 28, 2021 and approved the second quarter budget adjustments.

The Safety and Human Resources Committee did not meet in June due to lack of agenda items.

The Technology and Communications Committee did not meet tonight due to lack of agenda items.

INTRODUCTION OF NEW ORDINANCES AND RESOLUTIONS

Ordinance No. 020-21 – Codified Ordinances Replacement Pages

Council President Bialorucki read by title Ordinance No. 020-21, an Ordinance Approving the Current June 2021 Replacement Pages to the City of Napoleon Codified Ordinances.

Motion: Sicclair Second: Knepley
to approve First Read of Ordinance No. 020-21

Mazur stated these are the semi-annual replacement pages to the Codified Ordinances that address Council ordinances as well as changes in State laws. Some changes on the City's side are the General Fund and Capital Split, placement of refuse containers, and the water and sewer rates. Changes from the State are electric bicycles and scooters or low-speed micro-mobility devices and personal delivery devices, I read that as robots that deliver packages or personal property to someone's address.

Roll call vote on the above motion:

Yea-Comadoll, Knepley, Durham, Haase, Baer, Bialorucki, Sicclair

Nay-

Yea-7, Nay-0. Motion Passed.

Council President Bialorucki read by title Resolution No. 021-21, a Resolution Authorizing the Expenditure of Funds in Excess of Twenty-five Thousand Dollars (\$25,000) for a project known as the 2021 Street Striping Project, which was not included in the 2021 Master Bid List, Resolution No. 062-20, and Authorizing Competitive Bidding in regard thereto; and Declaring an Emergency.

Mazur explained this item is budgeted every other year and covers the restriping of the city streets, crosswalks, parking lots and other areas in the City. This year we are excluding the pool parking lot and roads that are in the process of being rebuilt and resurfaced, such as American Road, Lynne Avenue and Oakwood Avenue. There is \$110,000 in the budget with an additional \$10,000 for some of the changes so a total of \$120,000 is budgeted for. This project will go out to bid if Council approves the legislation under suspension. Bialorucki asked what the reason for suspension would be. Mazur replied so we can get the project out to bid and completed this year before the bad weather months.

Yea-7, Nay-0. Motion Passed.

Yea-7, Nay-0. Motion Passed.

The total for the General Fund is \$30,009.79.

Recreation Fund

There is \$3,500 to replace the Water and Sewer–Utilities account. We had to transfer an appropriation to purchase the emergency pump to be able to open the pool. This is putting the money back into the account so they can use it. Next is \$5,000 for concession products which have been higher than expected.

The total for the Recreation Fund is \$8,500.

Capital Improvement Fund

The Fire Department received a WalMart grant for temperature probes for \$3,000.

For the purchase of mobile repeaters, a \$10,000 Grant from ODNR was received. The total cost of the project was \$20,775.20. There is \$12,000 in the 2021 budget and there was also a \$1,500 WalMart grant. The appropriation that we need is \$7,275.20. The city will end up spending \$9,275.20 for the \$20,000 project.

The Total for the Capital Fund is \$10,275.20.

Fund 510 Water Revenue Fund

When doing the budget we did not know if we would be changing from the note to a bond. The interest rate was great so we did not end up doing it. We had estimates from bond counsel and the financial advisers and it was lower than what the actual was. This is appropriating money from Fund 510 to pay into Fund 519 and appropriating that money in the 519 Fund to pay the principal payment.

The total for Supplemental No. 4 is \$117,960.77.

Bialorucki asked what is the reason for requesting suspension? O'Boyle answered to close the month.

Motion: Durham Second: Haase
to suspend the rule requiring three readings of Ordinance No. 022-21

Roll call vote on the above motion:

Yea-Comadoll, Knepley, Durham, Haase, Baer, Bialorucki, Sicclair

Nay-

Yea-7, Nay-0. Motion Passed.

Roll call vote to pass Ordinance No. 022-21 under Suspension and Emergency.

Yea-Comadoll, Knepley, Durham, Haase, Baer, Bialorucki, Sicclair

Nay-

Yea-7, Nay-0. Motion Passed.

Ordinance No. 023-21 – Transfer of Appropriation 2

Council President Bialorucki read by title Ordinance No. 023-21, an Ordinance Authorizing the Finance Director to make Appropriation Transfers (Transfer of Appropriation 2) from one appropriation line item to another appropriation line item pursuant to ORC. Section 5705.40, for the Fiscal Year ending December 31, 2021 as listed in Exhibit "A", and Declaring an Emergency.

Motion: Durham Second: Knepley
to approve First Read of Ordinance No. 023-21

O'Boyle stated this is for the new contract employee in the Engineering Department. We are taking the money from salary and benefits and putting it into the professional service line so the employee can be paid for the rest of the year. If the employee becomes a city employee at some point then it would be paid out of the normal salary and benefits. If he continues to be a contracted employee then next year it would be budgeted under professional services instead of in salaries. Bialorucki noted suspension is requested asking the reason is? O'Boyle said the same reason. Bialorucki clarified to get them closed for this month.

Motion: Durham Second: Haase
to suspend the rule requiring three readings of Ordinance No. 023-21

Roll call vote on the above motion:

Yea-Comadoll, Knepley, Durham, Haase, Baer, Bialorucki, Sicclair

Nay-

Yea-7, Nay-0. Motion Passed.

Roll call vote to pass Ordinance No. 023-21 under Suspension and Emergency

Yea-Comadoll, Knepley, Durham, Haase, Baer, Bialorucki, Sicclair

Nay-

Yea-7, Nay-0. Motion Passed.

Resolution No. 024-21 – Transfer No. 4

Council President Bialorucki read by title Resolution No. 024-21, a Resolution Authorizing the Finance Director to Transfer Certain Fund Balances (Transfer No. 4) from Respective Funds to other funds per ORC. Section 5705.14 on an as needed basis in Fiscal Year 2021, listed in Exhibit “A”; and Declaring an Emergency.

Motion: Knepley Second: Durham
to approve First Read of Resolution No. 024-21

O’Boyle stated this is the second piece of the supplemental. It is actually transferring the funds from Fund 510 to Fund 519 to pay the bond payment. Bialorucki stated you are requesting suspension to get this closed. O’Boyle – correct.

Motion: Durham Second: Haase
to suspend the rule requiring three readings of Resolution No. 024-21

Roll call vote on the above motion:

Yea-Comadoll, Knepley, Durham, Haase, Baer, Bialorucki, Sicclair

Nay-

Yea-7, Nay-0. Motion Passed.

Roll call vote to pass Resolution No. 024-21 under Suspension and Emergency

Yea-Comadoll, Knepley, Durham, Haase, Baer, Bialorucki, Sicclair

Nay-

Yea-7, Nay-0. Motion Passed.

SECOND READINGS OF ORDINANCES AND RESOLUTIONS - None

THIRD READING OF ORDINANCES AND RESOLUTIONS

Resolution No. 019-21 – 2022 Tax Budget

Council President Bialorucki read by title Resolution No. 019-21, a Resolution adopting the 2022 Tax Budget for the City of Napoleon, Ohio, as required in Sections 5705.28 and 5705.281 of the Ohio Revised Code and directing the Finance Director to file the same with the County Auditor; and Declaring an Emergency.

Motion: Durham Second: Baer
to pass Resolution No. 019-21 on Third Read

Roll call vote to pass Resolution No. 019-21 on Third Read and under Emergency

Yea-Comadoll, Knepley, Durham, Haase, Baer, Bialorucki, Sicclair,

Nay-

Yea-7, Nay-0. Motion Passed.

GOOD OF THE CITY (Discussion/Action)

Acceptance of Drug Use Prevention Program Grant for the DARE Program

Mazur stated ever since we took the DARE program over from the Sheriff's office, we have been seeking grants and donations for the DARE program. This is a good way for us to fund something that was put into our lap and we are grateful for the grant. Comadoll asked where is the money coming from, is it the Attorney General's office? Mazur asked Lt. Smith if this was from the Attorney General's office and Lt. Smith confirmed it is. Mazur added we have been getting donations from the ADAMhs Board too.

Motion: Knepley Second: Comadoll
to accept the Drug Use Prevention Program Grant for the DARE Program

Roll call vote on the above motion:

Yea-Comadoll, Knepley, Durham, Haase, Baer, Bialorucki, Siclair

Nay-

Yea-7, Nay-0. Motion Passed.

Accept Donation of Hand Sanitizer from Kurtz Ace Hardware, a value of \$125.00.

Motion: Haase Second: Durham
to accept the donation of hand sanitizer from Kurtz Ace Hardware

Roll call vote on the above motion:

Yea-Comadoll, Knepley, Durham, Haase, Baer, Bialorucki, Siclair

Nay-

Yea-7, Nay-0. Motion Passed.

Certify and File Annual Special Assessments with the County Auditor for Placement and Collection on the 2021 Tax Duplicates Payable in the Year 2022 (direct Law Director to draft legislation)

Motion: Comadoll Second: Knepley
to direct the Law Director to draft legislation for the annual special assessments with the County Auditor for Placement and Collection on the 2021 Tax Duplicates Payable in the Year 2022

Roll call vote on the above motion:

Yea-Comadoll, Knepley, Durham, Haase, Baer, Bialorucki, Siclair

Nay-

Yea-7, Nay-0. Motion Passed.

Accepting the Amounts and Rates as determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying them to the County Auditor for the 2021 Tax Duplicates Payable in Year 2022 (direct Law Director to draft legislation)

Motion: Durham Second: Comadoll
to direct the Law Director to draft legislation accepting the amounts and rates as determined by the Budget Commission and Authorizing the necessary Tax Levies and Certifying them to the County Auditor for the 2021 Tax Duplicates payable in Year 2022

Roll call vote on the above motion:

Yea-Comadoll, Knepley, Durham, Haase, Baer, Bialorucki, Siclair

Nay-

Yea-7, Nay-0. Motion Passed.

AROUND THE TABLE.

O'Boyle. I want to thank you all. I have enjoyed working here. I am preparing a document so the next person will have guidance.

Durham. Kelly thank-you, I appreciate your service here. I want to commend the City for all the Fourth of July activities that weekend. The fireworks show was amazing and definitely want to give kudos to the Police Department. I saw them making several trips to make sure everyone was good. Appreciate all that you did.

Haase. Thank-you Kelly. Kudos to the Police Department also for the assistance with the triathlon also.

Baer. Thanks Kelly for your service here for the last couple of years. We wish you the best of luck in Rossford.

Bialorucki. Thank-you Kelly for your service and wish you the best of luck. Same with the Police and Fire Departments and a lot of the city workers. I enjoyed a long 4-day weekend and when taking walks and going by the city parks I saw a number of employees that did not have a 4-day weekend. So many people were working hard in the heat from Police, Fire, a lot of departments and even people working at the pool. That was time away from their families. Thank-you to everyone.

Maassel. I saw in today's paper Don Stange, former Mayor, passed away. Do we want to send flowers, I think we should.

Someone asked about the placement of concrete on the outside of the pool so families can watch their kids swim. It would be really neat if we could get some benches that face the pool and then you can flip the top and watch kids on the playground. Mazur said a lot of benches don't have backs. Maassel said that is an even better idea. Mazur stated we used to have them there but, they were older so we took them out. There are a lot of adjustments we will be making.

Maassel continued, I agree with what everyone said about the fireworks. I will take our show and put it up against anybody else in the area, we do a great job year in and year out. We had a lot of people working this last weekend, that is the weekend for the Parks and Rec Department to shine, the Safety Services that were involved that day, it was really nice seeing everyone working together. Since Chief Mack has been Chief he has been big on citizen interaction and positive interaction. For a while they did Coffee with a Cop and assume as COVID fades that will start back up. Last Thursday as I was driving down Scott Street I saw a sign for a lemonade stand and stopped, the adults there said the Police had stopped two or three times and got a cup, that is positive interaction with the community. Thank-you for doing that. Congratulations Kelly. It stinks, our loss is Rossford's gain. Thank-you for everything you did for us Kelly, we appreciate it.

I would request an Executive Session to consider employment of an employee.

Sicclair. Thank-you Kelly. I agree with what the Mayor said. I know you will work hard to make sure we are in as good of a condition as we can be. Best of luck. I want to thank the entire city for help with the triathlon. It was under new management this year and we were saved many times by different city departments that knew what was going on better than what my fellow Rotarians did. The pool worked out really well for the competition part of it. The flag by the Fire Department is a really cool addition. The fireworks were awesome, just to see them again. The grand finale was pretty incredible.

Comadoll. Kelly you did a good job here and I appreciate it. This last budget year was pretty amazing for us, it went from gigantic books to a little one which is what we need. Hope you have a good adventure down at Rossford. Everyone tells me the fireworks were good here, I was in Paulding. I have been requested to try to get some private funds from organizations to increase our fireworks for next year. Someone needs to put a committee together to go out and do that. I know the veterans organizations would donate, the fraternal organizations would donate. Maassel asked as a supplement and not to replace. Comadoll said to add to our budget to get more bang. What committee would you

want to assign that to if you want to assign it or do you want to just go out and get donations?
Bialorucki asked how many years have we been spending the same amount of money? Maassel said as far as I know we upped it one time from \$20,000 to \$25,000. Bialorucki said obviously everything else is going up and to keep it at the same amount we are going to have a lot less bang. I think it is a great idea. I talked to Cotter about it when I was on the Parks and Rec Board. I'm sure there are some businesses in town that would like to have their name attached to the fireworks. We will have to figure something out and get a committee together. Comadoll said now is the time to plan for next year. Mazur said you can do an ad-hoc committee or send it to the parks and rec committee who runs it. Bialorucki said we can start with the Parks and Rec Board and let them discuss what they would like and then send it to the Parks and Rec Committee.

Knepley. Kelly Thank-you. You made my first budget meeting easy to follow along. I appreciate all your knowledge and explanations and extra emails. Good luck to you. I would piggyback on what everyone else said, nice job on the Fourth of July celebration. Monday morning I was out for a run early and the guys were out picking up all the trash already at 6:00 am. I know that is time away from their families so that we can enjoy our Fourth of July holiday. Thank-you.

Harmon. No items.

Mazur. I have a request to have Council direct the Law Director to draft legislation for the OPWC grant for next year so we can get three reads before the applications are due. Maassel asked when are the applications due? Mazur said September. We do not have a specific project but we are looking at a few. We usually do water and sewer, typically it is sewer because it is highly competitive and we score better. Some being considered are Meekison, maybe Orwig and Main for the waterline. Meekison needs it, it is a worthy project and will score a lot.

Motion: Durham Second: Knepley
to direct the Law Director to draft legislation to Apply for Ohio Public Works Commission Grant

Roll call vote on the above motion:

Yea-Comadoll, Knepley, Durham, Haase, Baer, Bialorucki, Siclair

Nay-

Yea-7, Nay-0. Motion Passed.

Mazur continued we were going to bring to Council review of the website since the website is up and running. I think we are ready to bring it to the next council meeting. Do you want it at the beginning of the meeting or under Good of the City? Durham recommended it be put under Good of the City. Bialorucki said he was going to suggest the opposite in case Justin and Dustin have to come in. We can put it under Good of the City and if need be we can move it up.
We had some peak alerts and have another one for tomorrow. It has been pretty warm so usage should be up. Last week we did hit one of our peaks, the one CP from last year was exceeded last week. The good news is we are hitting our peaks with our peaking generator. The real hot season is just ramping up. Bialorucki said while we were gone there were quite a few storms and I do not think we state it enough how fortunate we are with our Electric Department doing all the tree trimming and all the work that they do to make sure our lights stay on. Mazur passed around the new embroidered logo for the new golf clubhouse. Thank-you for everything Kelly.

EXECUTIVE SESSION

Motion: Durham Second: Siclair
to go into Executive Session to Consider Employment of Personnel

Roll call vote on the above motion:

Yea-Comadoll, Knepley, Durham, Haase, Baer, Bialorucki, Siclair

Nay-

Yea-7, Nay-0. Motion Passed.

Motion: Knepley

Second: Siclair

to go into Executive Session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for Economic Development assistance

Roll call vote on the above motion:

Yea-Comadoll, Knepley, Durham, Haase, Baer, Bialorucki, Siclair

Nay-

Yea-7, Nay-0. Motion Passed.

Motion: Knepley

Second: Comadoll

to go into Executive Session for matters to remain confidential due to competitive nature of the utility

Roll call vote on the above motion:

Yea-Comadoll, Knepley, Durham, Haase, Baer, Bialorucki, Siclair

Nay-

Yea-7, Nay-0. Motion Passed.

City Council went into Executive Session at 7:38 pm.

ADJOURN EXECUTIVE SESSION

Motion: Durham

Second: Siclair

to adjourn from Executive Session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for Economic Development assistance

Roll call vote on the above motion:

Yea-Comadoll, Knepley, Durham, Haase, Baer, Bialorucki, Siclair

Nay-

Yea-7, Nay-0. Motion Passed.

Council President Bialorucki reported No Action was taken.

Motion: Durham

Second: Comadoll

to adjourn from Executive Session for matters to remain confidential due to competitive nature of the utility

Roll call vote on the above motion:

Yea-Comadoll, Knepley, Durham, Haase, Baer, Bialorucki, Siclair

Nay-

Yea-7, Nay-0. Motion Passed.

Council President Bialorucki reported No Action was taken.

Motion: Durham

Second: Siclair

to adjourn from Executive Session to consider employment of an personnel

Roll call vote on the above motion:

Yea-Comadoll, Knepley, Durham, Haase, Baer, Bialorucki, Siclair

Nay-

Yea-7, Nay-0. Motion Passed.

Council President Bialorucki reported No Action was taken.

City Council came out of Executive Session at 9:11 pm

Council President Bialorucki reported they will be directing the Human Resources Director to advertise for the position of Finance Director.

PAYMENT OF BILLS

Hearing no objections or corrections, the payment of bills were approved.

ADJOURN

Motion: Siclair Second: Comadoll
to adjourn the City Council meeting at 9:13 pm

Approved:

July 19, 2021

Joseph D. Bialorucki, Council President

Jason P. Maassel, Mayor

Attest:

Roxanne Dietrich, Clerk of Council

RESOLUTION NO. 025-21

**A RESOLUTION AUTHORIZING AND DIRECTING THE FINANCE
DIRECTOR OF THE CITY OF NAPOLEON TO CERTIFY AND FILE
ANNUAL SPECIAL ASSESSMENTS OF THE CITY OF NAPOLEON,
OHIO, WITH THE COUNTY AUDITOR OF HENRY COUNTY FOR
PLACEMENT AND COLLECTION ON THE 2021 TAX DUPLICATES
PAYABLE IN THE YEAR 2022; AND DECLARING AN EMERGENCY**

WHEREAS, this Council in accordance with all relevant provisions of law and by Ordinance has previously established special assessments for various projects in the City; and,

WHEREAS, these special assessments must be annually certified to the County Auditor by the Clerk of the Municipality; **Now Therefore**,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NAPOLEON, OHIO:

Section 1. That, the City Council of the City of Napoleon, Ohio, directs the Finance Director to certify and file annual special assessments of the City with the County Auditor, as required by Section 727.30 of the Ohio Revised Code, in the form presented to Council and on file in the office of the Finance Director, attached and marked as (Exhibit "A"), for placement and collection on the 2021 tax duplicates, payable in the year 2022.

Section 2. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Resolution were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and the Codified Ordinances of Napoleon Ohio.

Section 3. That, if any other prior Ordinance or Resolution is found to be in conflict with this Resolution, then the provisions of this Resolution shall prevail. Further, if any portion of this Resolution is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution or any part thereof.

Section 4. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to allow timely placement of special assessments on the tax rolls; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law. Further, the Emergency Clause is necessary to certify and file said assessments in a timely manner which affects the public peace, health, and safety accessible to our citizens, and for further reasons as stated in the Preamble hereof.

Passed: _____

Joseph D. Bialorucki, Council President

Approved: _____

Jason P. Maassel, Mayor

VOTE ON PASSAGE _____ Yea _____ Nay _____ Abstain

Attest:

Roxanne Dietrich, Clerk of Council

I, Roxanne Dietrich, interim Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 025-21 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____, 2021; & I further certify the compliance with rules established in Chapter 103 of the Codified Ordinances of Napoleon Ohio and the laws of the State of Ohio pertaining to Public Meetings.

Roxanne Dietrich, Clerk of Council



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

July 16, 2021

Kevin Garringer
Henry County Auditor
P.O. Box 546
Napoleon, Ohio 43545

Dear Mr. Garringer:

I hereby certify that the identified Special Assessments have been levied upon the following lots and lands:

<u>CODE</u>	<u>PROJECT</u>	<u>REMAINING YEARS</u>	<u>ASSESSMENT AMOUNT</u>
208	North Pointe Water Main & Dist Sys	3	2,254.00
209	North Pointe Pump Station & Force Main	3	3,793.03
210	North Pointe Collector Sewer	3	3,044.39
211	North Pointe East Interceptor Sewer	3	2,459.84
212	North Pointe West Interceptor Sewer	3	3,652.98
296	South Side Sewer/Storm & Sanitary	11	2,218.53

These Special Assessments are for the 2021 tax duplicates payable in the year 2022. If you have any questions, please call Kim Franz at 419-599-1235. Thank you for processing.

Sincerely,

Kelly O'Boyle
Finance Director



City of *NAPOLEON*, 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

July 16, 2021

Kevin Garringer
Henry County Auditor
P.O. Box 546
Napoleon, Ohio 43545

Dear Mr. Garringer:

I hereby certify that the Special Assessments have been levied up the following lots and lands for nuisance control:

<u>PARCEL NO.</u>	<u>ASSESSMENT AMOUNT</u>	<u>AUDITOR FEE - 3%</u>	<u>TOTAL ASSESSMENT</u>
41.009544.0020	\$ 55.00	\$1.65	\$ 56.65
41.009512.0120	\$ 55.00	\$1.65	\$ 56.65
41.009063.0120	\$ 55.00	\$1.65	\$ 56.65
		TOTAL	\$169.95

This is to be applied upon the tax listings for the year 2021 and collected in the year 2022.

Sincerely,


Kelly O'Boyle
Finance Director

RESOLUTION NO. 026-21

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR OF HENRY COUNTY FOR THE 2021 TAX DUPLICATES PAYABLE IN YEAR 2022; AND DECLARING AN EMERGENCY

WHEREAS, this Council in accordance with all relevant provisions of law has previously adopted a Tax Budget (Ordinance No. 019-21) for the next succeeding fiscal year commencing January 1, 2022; and,

WHEREAS, the Budget Commission of Henry County, Ohio, has certified its action thereon to this Council together with an estimate of the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within the ten mill tax limitation; **Now Therefore**,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NAPOLEON, OHIO:

Section 1. That, the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; further, the necessary tax levies are authorized to be certified to the County Auditor for the 2021 Tax Duplicates, payable in the year 2022.

Section 2. That, there be and is hereby levied on the tax duplicate of the City the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A				
SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES				
City Tax Valuation \$170,686,730	Amount to Be Derived from Levies Outside 10 Mill Limitation	Amount Approved by Budget Commission Inside 10 Mill Limitation	County Auditor's Estimate of Tax Rate to be Levied	
FUND			Inside 10 Mill Limit	Outside 10 Mill Limit
General Fund		\$341,373	2.0	
Police District Fund		\$102,412	0.6	
Fire District Fund		\$51,206	0.3	
Park & Rec Levy Fund	\$288,842			1.9
TOTAL	\$288,842	\$494,991	2.9	1.9

Section 3. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Resolution were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and the Codified Ordinances of Napoleon Ohio.

Section 4. That, if any other prior Ordinance or Resolution is found to be in conflict with this Resolution, then the provisions of this Resolution shall prevail. Further, if any portion of this Resolution is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution or any part thereof.

Section 5. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to allow timely adoption of tax levies for placement on tax rolls; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law. Further, the Emergency Clause is necessary to authorize and certify said tax levies in a timely manner which affects the public peace, health, and safety accessible to our citizens, and for further reasons as stated in the Preamble hereof.

Passed: _____

Joseph D. Bialorucki, Council President

Approved: _____

Jason P. Maassel, Mayor

VOTE ON PASSAGE ____ Yea ____ Nay ____ Abstain

Attest:

Roxanne Dietrich, Clerk of Council

I, Roxanne Dietrich, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 026-21 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____, 2021; & I further certify the compliance with rules established in Chapter 103 of the Codified Ordinances of Napoleon, Ohio and the laws of the State of Ohio pertaining to Public Meetings.

Roxanne Dietrich, Clerk of Council

RESOLUTION NO. 027-21

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO APPLY FOR AND ACCEPT OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT PROGRAM (SCIP) AND LOCAL TRANSPORTATION IMPROVEMENT PROGRAM (LTIP) FUNDS FOR PROJECTS DEEMED NECESSARY BY THE CITY ENGINEER IN THE YEAR 2022; AND DECLARING AN EMERGENCY

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NAPOLEON, OHIO:

Section 1. That, the City Manager is directed to execute all documents necessary to apply for and accept Ohio Public Works Commission State Capital Improvement Program (SCIP) and Local Transportation Improvement Program (LTIP) funds for the year for projects deemed necessary by the City Engineer in the Year 2022, including but not limited to execution of Grant Agreement(s).

Section 2. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Resolution were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and the Codified Ordinances of Napoleon Ohio.

Section 3. That, if any other prior Ordinance or Resolution is found to be in conflict with this Resolution, then the provisions of this Resolution shall prevail. Further, if any portion of this Resolution is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution or any part thereof.

Section 4. That, this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the City and its inhabitants, and for the further reason that this legislation must be in effect at the earliest possible time to assure the prompt and efficient application for project funds related to public peace, health or safety of the City; therefore, provided it receives the required number of votes for passage as emergency legislation, it shall be in full force and effect immediately upon its passage; otherwise, it shall be in full force and effect at the earliest time permitted by law. Further, the Emergency Clause is necessary to be in effect at the earliest possible time to allow for proper and timely application of grant funds, and for further reasons as stated in the Preamble hereof.

Passed: _____

Joseph D. Bialorucki, Council President

Approved: _____

Jason P. Maassel, Mayor

VOTE ON PASSAGE _____ Yea _____ Nay _____ Abstain

Attest:

Roxanne Dietrich, Clerk of Council

I, Roxanne Dietrich, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 027-21 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____, 2021; & I further certify the compliance with rules established in Chapter 103 of the Codified Ordinances Of Napoleon Ohio and the laws of the State of Ohio pertaining to Public Meetings.

Roxanne Dietrich, Clerk of Council

ORDINANCE NO. 020-21

AN ORDINANCE APPROVING CURRENT JUNE 2021 REPLACEMENT PAGES TO THE CITY OF NAPOLEON CODIFIED ORDINANCES

WHEREAS, certain provisions within the Codified Ordinances should be amended to conform with current State law as required by the Ohio Constitution; and,

WHEREAS, various ordinances of a general and permanent nature have been passed by Council which should be included in the Codified Ordinances; and,

WHEREAS, the City has heretofore entered into a contract with the American Legal Publishing Corporation (formerly known as Walter H. Drane Company) to prepare and publish such revision which is before Council; **Now Therefore**,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NAPOLEON, OHIO:

Section 1. That, the Ordinances of the City of Napoleon, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections within the June 2021 Replacement Pages to the Codified Ordinances are hereby approved and adopted; such having been certified as correct by the Clerk of Council and the Mayor.

Section 2. That, among others, the following sections and chapters are hereby added, amended or repealed as respectively indicated in order to comply with current State law.

Traffic Code

301.182 Low-Speed Micromobility Device. (Added)

301.22 Pedestrian. (Amended)

301.52 Vehicle. (Amended)

331.37 Driving Upon Sidewalks, Street Lawns or Curbs. (Amended)

335.04 Certain Acts Prohibited. (Amended)

371.13 Operation of Personal Delivery Device on Sidewalks and Crosswalks. (Added)

371.14 Low-Speed Micromobility Devices. (Added)

373.10 Motorized Bicycle Operation. (Amended)

373.13 Electric Bicycles. (Amended)

General Offenses Code

501.99 Penalties for Misdemeanors. (Amended)

Section 3. That, the complete text of all current Codified changes is set forth in the current replacement pages to the City of Napoleon's Codified Ordinances, said pages which are attached to this Ordinance as Exhibit "A." Any summary publication of this Ordinance shall include a complete listing of these sections. Notice of adoption of each new section by reference to its title shall constitute sufficient publication of new matter contained therein.

Section 4. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Ordinance were adopted in open meetings of this City Council, and that all deliberations of this City Council

and any of its committees that resulted in such formal actions were in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and the Codified Ordinances of Napoleon, Ohio.

Section 5. That, if any other prior Ordinance or Resolution is found to be in conflict with this Ordinance, then the provisions of this Ordinance shall prevail. Further, if any portion of this Ordinance is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof.

Section 6. That, upon passage, this Ordinance shall take effect at the earliest time permitted by law.

Passed: _____

Joseph D. Bialorucki, Council President

Approved: _____

Jason P. Maassel, Mayor

VOTE ON PASSAGE ____ Yea ____ Nay ____ Abstain

Attest:

Roxanne Dietrich, Clerk of Council

I, Roxanne Dietrich, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No. 020-21 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the _____ day of _____, 2021; & I further certify the compliance with rules established in Chapter 103 of the Codified Ordinances Of Napoleon Ohio and the laws of the State of Ohio pertaining to Public Meetings.

Roxanne Dietrich, Clerk of Council

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 Current + Prior 2 Months kWh Cost		Rolling 3 Month Average Cost	Less: Fixed Base Power Supply Cost	PSCA Dollar Difference + or (-)	PSCA-Corrtd. 3 MONTH AVG.FACTOR + Line Loss	Total Residential Cost / kWh For Month
(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	
May'19	July'19	11,554,553	\$ 1,074,988.04	34,945,117	\$ 3,229,975.11	\$ 0.09243	\$ (0.07194)	\$ 0.02049	\$ 0.02203	
June'19	Aug'19	12,448,976	\$ 1,059,406.09	34,917,445	\$ 3,177,909.79	\$ 0.09101	\$ (0.07194)	\$ 0.01907	\$ 0.02050	
July'19	Sep'19	15,467,755	\$ 1,165,669.13	39,471,284	\$ 3,300,063.26	\$ 0.08361	\$ (0.07194)	\$ 0.01167	\$ 0.01255	
Aug'19	Oct'19	14,297,705	\$ 1,123,690.94	42,214,436	\$ 3,348,766.16	\$ 0.07933	\$ (0.07194)	\$ 0.00739	\$ 0.00794	
Sep'19	Nov'19	12,810,364	\$ 1,102,711.16	42,575,824	\$ 3,392,071.23	\$ 0.07967	\$ (0.07194)	\$ 0.00773	\$ 0.00831	
Oct'19	Dec'19	12,026,480	\$ 1,080,410.22	39,134,549	\$ 3,306,812.32	\$ 0.08450	\$ (0.07194)	\$ 0.01256	\$ 0.01350	0.1230
Nov'19	Jan'20	12,466,183	\$ 1,088,822.82	37,303,027	\$ 3,271,944.20	\$ 0.08771	\$ (0.07194)	\$ 0.01577	\$ 0.01695	0.1245
Dec'19	Feb'20	12,809,184	\$ 1,098,513.89	37,301,847	\$ 3,267,746.93	\$ 0.08760	\$ (0.07194)	\$ 0.01566	\$ 0.01683	0.1239
Jan' 20	Mar' 20	12,907,445	\$ 1,152,024.27	38,182,812	\$ 3,339,360.98	\$ 0.08746	\$ (0.07194)	\$ 0.01552	\$ 0.01668	0.1238
Feb' 20	Apr' 20	12,179,274	\$ 1,114,393.10	37,895,903	\$ 3,364,931.26	\$ 0.08879	\$ (0.07194)	\$ 0.01685	\$ 0.01811	0.1262
Mar 20	May 20	11,565,546	\$ 1,098,886.88	36,652,265	\$ 3,365,304.25	\$ 0.09182	\$ (0.07194)	\$ 0.01988	\$ 0.02137	0.1299
Apr 20	June 20	9,957,773	\$ 1,056,718.07	33,702,593	\$ 3,269,998.05	\$ 0.09703	\$ (0.07194)	\$ 0.02509	\$ 0.02697	0.1371
May 20**	July 20	10,376,392	\$ 982,279.17	31,899,711	\$ 3,137,884.12	\$ 0.09837	\$ (0.07194)	\$ 0.02643	\$ 0.02841	0.1365
Jun 20	Aug 20	13,172,159	\$ 1,136,941.54	33,506,324	\$ 3,175,938.78	\$ 0.09479	\$ (0.07194)	\$ 0.02285	\$ 0.02456	0.1330
Jul 20***	Sept 20	15,755,589	\$ 1,211,781.98	39,304,140	\$ 3,331,002.69	\$ 0.08475	\$ (0.07194)	\$ 0.01281	\$ 0.01056	0.1154
Aug 20	Oct 20	14,271,168	\$ 1,182,034.49	43,198,916	\$ 3,530,758.01	\$ 0.08173	\$ (0.07194)	\$ 0.00979	\$ 0.00731	0.1135
Sept 20†	Nov 20	11,744,934	\$ 1,103,481.59	41,771,691	\$ 3,497,298.06	\$ 0.08372	\$ (0.07194)	\$ 0.01178	\$ 0.01266	0.1229
Oct 20	Dec 20	11,645,057	\$ 1,128,722.92	37,661,159	\$ 3,414,239.00	\$ 0.09066	\$ (0.07194)	\$ 0.01872	\$ 0.02012	0.1299
Nov 20	Jan 21	11,652,657	\$ 1,113,624.87	35,042,648	\$ 3,345,829.38	\$ 0.09548	\$ (0.07194)	\$ 0.02354	\$ 0.02531	0.1340
Dec 20	Feb 21	12,648,166	\$ 1,124,907.42	35,945,880	\$ 3,367,255.21	\$ 0.09368	\$ (0.07194)	\$ 0.02174	\$ 0.02337	0.1299
Jan 21	Mar 21	12,962,585	\$ 1,034,448.66	37,263,408	\$ 3,272,980.95	\$ 0.08783	\$ (0.07194)	\$ 0.01589	\$ 0.01708	0.1236
Feb 21	Apr 21	12,300,987	\$ 1,049,227.94	37,911,738	\$ 3,208,584.02	\$ 0.08463	\$ (0.07194)	\$ 0.01269	\$ 0.01364	0.1265
Mar 21	May 21	11,917,978	\$ 1,053,961.87	37,181,550	\$ 3,137,638.47	\$ 0.08439	\$ (0.07194)	\$ 0.01245	\$ 0.01338	0.1237
Apr 21	June 21	10,765,694	\$ 918,047.72	47,947,244	\$ 4,055,686.19	\$ 0.08459	\$ (0.07194)	\$ 0.01265	\$ 0.01360	0.1261
May 21	July 21	11,537,945	\$ 964,238.17	34,221,617	\$ 2,936,247.76	\$ 0.08580	\$ (0.07194)	\$ 0.01386	\$ 0.01490	

** Reduction of \$100,000 from actual invoice from AMP to be taken from reserve as approved by Council to lessen PSCA for month due to COVID-19 Pandemic.

*** reduced PSCAF for Sept 20 from \$.01377 to \$.01056 to reflect corrected PSCAF with adjustment for Aug 20 by \$.003210 to incorporate the \$100,000 with the three month rolling average

† November 2020 PSCAF is up because the approved credits/adjustments are now off of the three month rolling average

PSCAF - Preparers Signature:

Name - Lori A. Rausch, Utility Billing Administrator



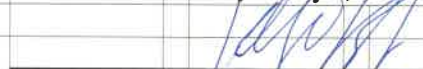
6/17/2021

Signature

Date

PSCAF - Reviewers Signature:

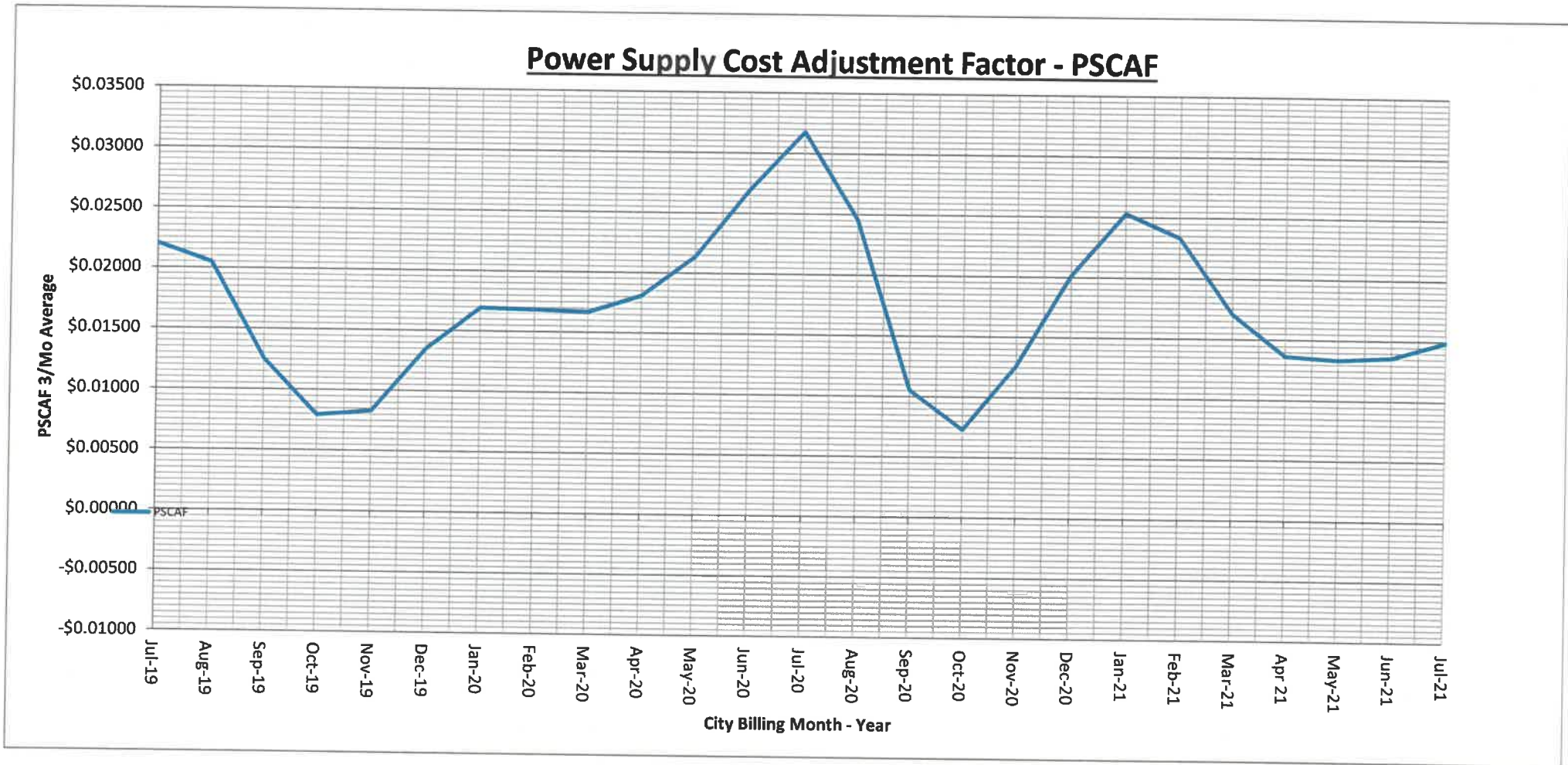
Name - Kelly O'Boyle, Finance Director



6/17/2021

Signature

Date



BILLING SUMMARY AND CONSUMPTION for BILLING CYCLE -July, 2021

2021 - JULY BILLING WITH MAY 2021 AMP BILLING PERIOD AND JUNE 2021 CITY CONSUMPTION AND BILLING DATA

PREVIOUS MONTH'S POWER BILLS - PURCHASED POWER KWH AND COST ALLOCATIONS BY DEMAND & ENERGY:

DATA PERIOD	MONTH / YR	DAYS IN MONTH	MUNICIPAL PEAK						
AMP-Ohio Bill Month	May, 2021	31	25.699						
City-System Data Month	JUNE, 2021	30							
City-Monthly Billing Cycle	JULY, 2021	31							
=====CONTRACTED AND OPEN MARKET POWER=====									
=====PEAKING=====									
=====HYDRO POWER=====									
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) ->	1,289	4,185,350	3,809,385		41,556	190	1,629,538	232,151	121,142
Delivered kWh (Off Peak) ->					238,397				
Delivered kWh (Replacement/Losses/Offset) ->									
Delivered kWh/Sale (Credits) ->					-1,829,516				
Net Total Delivered kWh as Billed ->	1,289	4,185,350	3,809,385	0	-1,549,563	190	1,629,538	232,151	121,142
Percent % of Total Power Purchased->	0.0112%	36.2749%	33.0162%	0.0000%	-13.4302%	0.0016%	14.1233%	2.0121%	1.0499%
COST OF PURCHASED POWER:									
DEMAND CHARGES (+Debits)									
Demand Charges	\$32,562.17	\$33,863.38	\$59,783.49			\$720.72	\$193,628.29	\$15,898.62	\$8,613.00
Debt Services (Principal & Interest)		\$43,492.02	\$114,388.92						
DEMAND CHARGES (-Credits)									
Transmission Charges (Demand-Credits)	-\$50,688.99					-\$1,262.28			
Capacity Credit	-\$26,750.58	-\$19,882.68	-\$10,660.35			-\$628.02	-\$2,819.68	-\$1,969.07	-\$498.39
Sub-Total Demand Charges	-\$44,877.40	\$57,472.72	\$163,512.06	\$0.00	\$0.00	-\$1,169.58	\$190,808.61	\$13,929.55	\$8,114.61
ENERGY CHARGES (+Debits):									
Energy Charges - (On Peak)	\$116.71	\$106,766.56	\$25,267.57		\$1,559.03		\$43,997.51	\$6,268.07	\$1,090.28
Energy Charges - (Replacement/Off Peak)					\$4,300.00				
Net Congestion, Losses, FTR		\$8,808.25	\$5,213.85				\$2,075.28		
Transmission Charges (Energy-Debits)			\$21,660.43						
ESPP Charges									
Bill Adjustments (General & Rate Levelization)		\$52.17			\$2,221.94				
ENERGY CHARGES (-Credits or Adjustments):									
Energy Charges - On Peak (Sale or Rate Stabilization)					-\$50,302.71				
Net Congestion, Losses, FTR								-\$719.74	-\$187.72
Bill Adjustments (General & Rate Levelization)						\$14.66	-\$14,258.46	-\$2,031.31	-\$1,060.00
Sub-Total Energy Charges	\$116.71	\$115,626.98	\$52,141.85	\$0.00	-\$42,221.74	\$14.66	\$31,814.33	\$3,517.02	-\$157.44
TRANSMISSION & SERVICE CHARGES, MISC.:									
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)									
Sub-Total Service Fees & Other Charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL NET COST OF PURCHASED POWER	-\$44,760.69	\$173,099.70	\$215,653.91	\$0.00	-\$42,221.74	-\$1,154.92	\$222,622.94	\$17,446.57	\$7,957.17
Percent % of Total Power Cost->	-4.6421%	17.9520%	22.3652%	0.0000%	-4.3788%	-0.1198%	23.0880%	1.8094%	0.8252%
Purchased Power Resources - Cost per kWh->	-\$34.725128	\$0.041358	\$0.056611	\$0.000000	-\$0.027248	-\$6.078526	\$0.136617	\$0.075152	\$0.065685

BILLING SUMMARY AND CONS

2021 - JULY BILLING WITH MAY 2021 AMP BILL

PREVIOUS MONTH'S POWER BILLS - PU**DATA PERIOD**

AMP-Ohio Bill Month
City-System Data Month
City-Monthly Billing Cycle

	=====WIND=====			===SOLAR===	===TRANSMISSION, SERVICE FEES & MISC. CONTRACTS===				
	NYPH	JV-5	JV-6	AMP SOLAR	EFFNCY.SMART	TRANSMISSION	SERVICE FEES	MISCELLANEOUS	TOTAL -
PURCHASED POWER-RESOURCES ->	HYDRO	HYDRO	WIND	PHASE 1	POWER PLANT	CHARGES	DISPATCH, A & B	CHARGES &	ALL
	SCHED. @ NYIS	7x24 @ ATSI	SCHED. @ ATSI	SCHED. @ ATSI	2017 - 2020	Other Charges	Other Charges	LEVELIZATION	RESOURCES
Delivered kWh (On Peak) ->	596,209	2,297,472	13,218	168,035	0	0	0	0	13,095,535
Delivered kWh (Off Peak) ->									238,397
Delivered kWh (Replacement/Losses/Offset) ->		33,526							33,526
Delivered kWh/Sale (Credits) ->									-1,829,516
Net Total Delivered kWh as Billed ->	596,209	2,330,998	13,218	168,035	0	0	0	0	11,537,942
Percent % of Total Power Purchased->	5.1674%	20.2029%	0.1146%	1.4564%	0.0000%	0.0000%	0.0000%	0.0000%	100.0003%
								Verification Total ->	100.0000%
COST OF PURCHASED POWER:									
DEMAND CHARGES (+Debits)									
Demand Charges	\$3,839.83	\$19,352.04	\$1,122.30			\$179,651.29			\$549,035.13
Debt Services (Principal & Interest)		\$55,381.81							\$213,262.75
DEMAND CHARGES (-Credits)									
Transmission Charges (Demand-Credits)		-\$18,361.13	-\$0.26						-\$70,312.66
Capacity Credit	-\$2,198.63	-\$7,261.35	-\$152.67						-\$72,821.42
Sub-Total Demand Charges	\$1,641.20	\$49,111.37	\$969.37	\$0.00	\$0.00	\$179,651.29	\$0.00	\$0.00	\$619,163.80
ENERGY CHARGES (+Debits):									
Energy Charges - (On Peak)	\$12,563.27	\$43,092.14		\$6,104.71		\$8,645.94			\$255,471.79
Energy Charges - (Replacement/Off Peak)									\$4,300.00
Net Congestion, Losses, FTR									\$16,097.38
Transmission Charges (Energy-Debits)				-\$3,391.75					\$18,268.68
ESPP Charges					\$19,920.07				\$19,920.07
Bill Adjustments (General & Rate Levelization)									\$2,274.11
ENERGY CHARGES (-Credits or Adjustments):									
Energy Charges - On Peak (Sale or Rate Stabilization)									-\$50,302.71
Net Congestion, Losses, FTR	\$2,229.82			-\$1,242.12					\$80.24
Bill Adjustments (General & Rate Levelization)	-\$1,319.31								-\$18,654.42
Sub-Total Energy Charges	\$13,473.78	\$43,092.14	\$0.00	\$1,470.84	\$19,920.07	\$8,645.94	\$0.00	\$0.00	\$247,455.14
TRANSMISSION & SERVICE CHARGES, MISC.:									
RPM / PJM Charges Capacity - (+Debit)						\$88,139.03			\$88,139.03
RPM / PJM Charges Capacity - (-Credit)									\$0.00
Service Fees AMP-Dispatch Center - (+Debit/-Credit)									\$0.00
Service Fees AMP-Part A - (+Debit/-Credit)							\$2,764.66		\$2,764.66
Service Fees AMP-Part B - (+Debit/-Credit)							\$6,715.54		\$6,715.54
Other Charges & Bill Adjustments - (+Debit/-Credit)									\$0.00
Sub-Total Service Fees & Other Charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$88,139.03	\$9,480.20	\$0.00	\$97,619.23
TOTAL NET COST OF PURCHASED POWER	\$15,114.98	\$92,203.51	\$969.37	\$1,470.84	\$19,920.07	\$276,436.26	\$9,480.20	\$0.00	\$964,238.17
Percent % of Total Power Cost->	1.5676%	9.5623%	0.1005%	0.1525%	2.0659%	28.6689%	0.9832%	0.0000%	100.000%
								Verification Total ->	\$964,238.17
Purchased Power Resources - Cost per kWh->	\$0.025352	\$0.039555	\$0.073337	\$0.008753	\$0.000000	\$0.000000	\$0.000000	\$0.000000	\$0.083571
									\$0.028681
									\$0.028681

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 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 Facility Manager. The Facility 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 Facility 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.

4.3.1.1 Not less than twenty-one (21) days after the Effective Date, 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.

4.3.1.2 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 structure each Budget on a monthly basis and shall project, in detail reasonably acceptable to Owner, all Site Costs and Administrative Costs to be expended in the performance of the Services. Each Plan shall state the key assumptions upon which the related Budget is based as well as the implementation plans for the Services, including: (i) anticipated maintenance and repairs, (ii) routine maintenance and overhaul schedules (including planned major maintenance), (iii) procurement, (iv) staffing, personnel and labor activities, (v) administrative activities, (vi) capital improvements, and (vii) other work proposed to be undertaken by Municipality. Municipality shall deliver to Owner the proposed Budget and Plan one hundred twenty (120) days prior to each Year. Owner shall review each proposed Budget and Plan within thirty (30) days of submission by Municipality and may, by written request, require changes, additions, deletions and modifications thereto. Owner and Municipality shall then use reasonable efforts to agree upon a final Budget and Plan prior to the commencement of the applicable Year. 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.

4.3.1.3 Amendments. If either Party becomes aware of facts or circumstances that it believes necessitate a change to a Budget or Plan, that Party shall immediately notify the other Party, specifying the impact upon the Budget and the reasons for the change. The Municipality project supervisor or Municipality Plant Manager shall then discuss appropriate amendments to the Budget with the General Manager.

4.3.1.4 Failure to Agree. The Parties acknowledge that it is necessary that Owner retain ultimate authority with respect to expenses incurred for the Facility. Accordingly, Municipality shall accept each Budget as finally determined by Owner. To the extent that Owner limits funds for Site Costs and Administrative Costs, Municipality is relieved from performance that would incur such costs. Municipality shall deliver a written report to Owner that describes Municipality reasons for believing that each disputed expense is prudent.

4.3.3 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 Availability of Operating Data and Records. Municipality shall deliver Facility data recorded, prepared or maintained by Municipality to Owner (i) to assist Owner in complying with requirements of Governmental Authorities, Permits and Facility Agreements or (ii) upon any request by Owner, in each case on the Business Day following such request.

4.5 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 12.7, 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 13.7 and the limitations on liabilities set forth in Article X 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.

[Intentionally left blank – Signatures follow]

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.

CITY OF NAPOLEON, OHIO

By: _____

Joel L. Mazur
City Manager

Approved as to form:

Legal Advisor

AMP TRANSMISSION, LLC

By: _____

Pamala M. Sullivan
President

Approved as to form:

Lisa G. McAlister
General Counsel

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"> • Safety and Health Program • Environmental Compliance Program • Operations Program • Maintenance Program • Administrative Program • Training/Qualification Program
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
Facility 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.
Facility 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"> • Operational Checks. Conduct frequent visual equipment inspections and log significant parameters. Trend and analyze this information as appropriate. • Routine and Fixed Interval Maintenance. Identify all preventive maintenance requirements. Schedule and assign routine maintenance during operations, planned outages, or forced or unscheduled outages.
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.
Facility Outages	<p>Manage all Facility outages (planned, unscheduled, forced) to minimize outage duration and impact on production:</p> <ul style="list-style-type: none"> • Task Assignment - Identify all maintenance that requires a Facility outage or equipment to be taken out of service. • 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. • Plan and coordinate with Owner subcontractors.
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	Address the NERC Transmission Owner obligations, as set forth more fully in the AMPT NERC Standards 2018, as revised from time to time.
Procedures	Follow the procedures set forth in:

	<ul style="list-style-type: none"> ➤ Protection System Maintenance Program Protection Manual ➤ Protection System Misoperation and Identification and Correction Procedure ➤ Transmission Operations Procedure ➤ Interconnection Reliability Operation and Coordination Procedure ➤ Event reporting Operating Plan ➤ CIP Master Plan ➤ CIP Security Plan ➤ Cyber Security Incident Response Plan ➤ Transmission Relay Loadability; Generator Relay Loadability Procedure

APPENDIX B - FACILITY DESCRIPTION AND SPECIFICATIONS

I. Facility Site:

Northside Substation
V180 County Road 13
Napoleon, OH 43545

II. Point of Interconnection:

Electrical Switchyard - interconnections located on the high side terminals of East and West 138kV to 69kV auto transformers, including all Transmission Elements operated at 100 kV or higher and Real Power and Reactive Power resources connected at 100 kV or higher owned by AMP Transmission, LLC. This does not include facilities used in the local distribution of electric energy.

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, and (2) not more than once in any one-year period thereafter. Municipality must give written notice of any rate increase no less than 60 days before the increase becomes effective.

Department/Position	Hourly Rate
<u>Electric</u>	
Electric Distribution Superintendent	\$39.86
Distribution Services Supervisor	\$34.67
Substation Maintenance Specialist	\$33.84
Substation Technician	\$29.61
Senior Service Building Secretary	\$17.12
<u>Administration</u>	
City Manager	\$50.51
Executive Assistant to Appointing Authority	\$21.42
Human Resource Director	\$31.77
<u>Legal</u>	
Law Director	\$45.46
Executive Assistant to Appointing Authority	\$24.24
<u>Finance</u>	
Finance Director	\$50.62
Assistant Finance Director	\$35.55
Senior Account Clerk	\$24.25

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; 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; 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

Attachment 1
Standard Operating Procedures

[TO COME]

CITY OF NAPOLEON INFRASTRUCTURE/ECONOMIC DEVELOPMENT FUND REVIEW COMMITTEE
MEETING MINUTES

Tuesday, July 13, 2021 at 10:00 am

PRESENT

Committee Members Joel Mazur-City Manager; Jennifer Arps-CIC Director
Clerk of Council Roxanne Dietrich
Others Brian Koeller, Northwest Signal

ABSENT

Committee Member Kelly O'Boyle-Finance Director

CALL TO ORDER

Mazur called the NIEDF committee meeting to order at 10:00 am

APPROVAL OF MINUTES

Hearing no corrections or objections, the minutes of the October 3, 2019 meeting were approved as presented.

BRICK 'N BREW REQUEST FOR FAÇADE IMPROVEMENTS, \$5,000

Mazur pointed out this has been an on-going discussion. If you look at the minutes from 2019, we did have discussion about this then. To give you a little history, Brick 'n Brew had a request at that time, they had a business plan, they had a request and no action was taken. Arps stated she went through Welch's correspondence with Brian Topp and it looked like there were two requests that were the same previously. It looks like everything has been straightened out and he was able to move forward with some of the things that he was going to use the larger amount for and now his request is \$5,000. Mazur continued there was a larger request at the time with no action taken from the committee. Since then we have had a lot of things happen in 2020 and they have not opened yet. At the end of the day that was just something that we could not do. For the record, Brian Topp is with Property Preppers and the application is from Property Preppers with the contact person being Brian Topp. Property Preppers is the owner of the property where Brick n' Brew is. Fast forward to today, Welch and I had discussed with Topp on-site some of the options for making improvements to the property especially to the façade part. In my discussions with Topp, he indicated that he was planning to open in the next ninety days, at least the one half. It is my understanding that he received his final inspection from the agencies that he needed. I'm not sure if he has received his occupancy permit. According to Topp he does have his occupancy permit but, I have not seen a copy of it yet. The reason the City needs a copy of the occupancy permit is to release half of the funds from the fire escrow fund and that would go back to the previous owner, Al Blackwood. We need to see the occupancy permit. Now that he has received that permit I believe he will be issued a liquor permit from the State Liquor Control. Arps asked if Blackwood carried that over for him? Mazur replied *no*. Blackwood had sold his liquor permit to another entity or it transferred out so, Topp had to apply for a D5L permit. We are out of D5 permits in the City of Napoleon but with an entertainment district you are allowed to have an additional amount of permits within that entertainment district or in our case it is a revitalization area. The request Topp has submitted is based on his estimates with the project beginning in August for the removal and renovation of the exterior window and façade improvements. I believe he came to the Planning Commission at one time and presented his preliminary concept. Arps asked if he has a quote? Mazur replied not an official quote he just has his estimate. A lot of the stuff he has been doing he has been doing on his own. What he described in the meeting was removing that window bay or window box completely and having an awning installed for bistro tables and outdoor seating. I know you know all this, I'm repeating it for

the record. He wanted to remove all that and create some outdoor seating around the side of the building on Washington Street. There is concrete work that needs to be put in place and that exterior wall that is inside of the glass needs to be repaired, replaced, renovated however you want to describe it. Arps stated that would be nice to get that completed. Mazur said Topp's request for improvements, some are actually right-of-way work or right up against the right-of-way so it fits the NIEDF program, these are eligible expenses from the NIEDF fund. Topp has a start date of August, 2021 with a completion date of October, 2021. This is a reimbursement grant. The cost estimate is \$8,000 total and Topp is requesting \$5,000 from the NIEDF. Estimated job creations numbers are fourteen part-timers and two full-timers with a payroll of roughly \$260,000. Arps stated that is only the brick oven side. Mazur confirmed that is only the brick oven side and that is why only half of the fire escrow fund would be released at that time. This would be for the façade that is not on the open side. Arps said with jobs now on the Brick Oven side and the façade being updated, Topp can continue to do work on the other side so that can open up and increase jobs as well. To date in the NIEDF fund there is over \$38,000 and I think \$5,000 is respectable for that type of project. Mazur agreed noting that location is critical being in the heart of downtown and being in the heart of the city. It's such a prominent location where you have the four original buildings still on the corners of that intersection. Despite all the issues they have had with opening including but not limited to the pandemic, any little bit helps for a startup business. Arps said it is time because of the location and the structure of that building to get that façade cleaned up. Mazur said he is in favor of awarding the \$5,000 with the following stipulations:

- (1) he has to complete the work by October 30, 2021. If he needs an extension, he can request an extension. We can grant it to him but, I do not want to see this project carried over into the next year especially with the concrete work that needs to be done. This is a very finite resource that we have and we have to be very careful about where this money is spent. Any application that comes in has to be highly scrutinized. Arps I do not see any reason for that work not to start and hit that October completion date. Mazur noted since it is a reimbursement piece, he has to show invoices for his expenses;
- (2) He has to actually open the business. Because the other piece is and the reason this is here, this is the Napoleon Infrastructure/Economic Development Fund so there has to be a job creation component tied to this and that is the intent.
- (3) Perhaps most importantly, Topp cannot make the improvements and then sell the building or else we need to be reimbursed for the costs. If the company gets up and running and at some point they want to sell, we need to put a timeline on. Arps agreed. Mazur stated we do not have to make it a long timeline we just need to know there is a commitment there. If they are going to go through the effort of hiring people, keeping the business open and if they can do that for six months to a year I am satisfied. Arps said in the JobsOhio realm it is always a three year job creation. Mazur suggested one year, October 30, 2021 to October 30, 2022. Arps asked if that will give Topp enough time to complete the other side? If they do the façade and open the Brick Oven, I would like to make sure they complete the bar side as well. Mazur said they cannot sell the property from October 30, 2021 to October 30, 2022 and within that one year they have to open the other side of the building. Mazur noted there has been an incredible amount of work done on the Brick Oven side that is near completion. The floor is in, new drywall has been put up, new wiring and electrical. At this point, I believe it is just finish work and that can be expensive. I believe that they have full intention of opening within the ninety days.

Motion: Arps

Second: Mazur

to approve from the NIEDF fund \$5,000 in the form of a reimbursement grant to Property Preppers, the owners of Brick 'n Brew, with the stipulations that they: (1) complete the work in the timeline given, (2) that the business has to be opened; and, (3) they cannot sell the property within one year or else the \$5,000 has to be paid back. In addition, the other side of the building that is not open, will have to be opened as well, meaning it has to have an occupancy permit, be staffed and open to the public.

Yea-2, Nay-0. Motion Passed.

Motion: Arps Second: Mazur
to adjourn the NIEDF meeting at 10:19 am

Yea-2, Nay-0. Motion Passed.

Chair

**NAPOLEON INFRASTRUCTURE ECONOMIC DEVELOPMENT FUND
APPLICATION**

PROPOSED APPLICATION for either a grant and/or loan through the Napoleon Infrastructure Economic Development Fund (NIEDF) between the City of Napoleon, The Community Improvement Corporation of Henry County and Brian Topp.

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

Property Prepers, LLC
Enterprise Name

Brian Topp
Contact Person

1060 Glenwood Ave.
Address Napoleon

419-966-9331
Telephone Number

- b. Project site:

Brick N' Brew Pub

Brian Topp
Contact Person

625 N. Perry St.
Address Napoleon

419-966-9331
Telephone Number

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

Restaurant / Pub

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

Business may list other relevant SIC numbers: _____

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

LLC

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

Brian Topp

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

0

5. Does the Property Owner owe:

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

Yes ___ No X

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

- 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 X

- 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: Removal and Renovation of exterior window bay

And facade improvements.

7. Project will begin August, 2021 and be completed October, 2021 provided a NIEDF grant and/or loan 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):

14 part time, 2 full time

b. State the time frame of this projected hiring: 1 yrs.

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

9. a. Estimate the amount of annual payroll such new employees will add \$ 260,000
(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: \$ ~~260,000~~ 0

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

A.	Acquisition of Buildings:	\$	_____
B.	Additions/New Construction:	\$	_____
C.	Improvements to existing buildings:	\$	<u>\$8,000</u>
D.	Machinery & Equipment:	\$	_____
E.	Furniture & Fixtures:	\$	_____
F.	Inventory:	\$	_____
Total Project Investment:		\$	_____

11. a. Business requests the following NIEDF incentive(s) amount: \$5,000.00

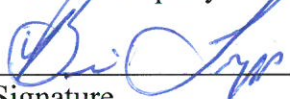
b. Business's reasons for requesting NIEDF incentive(s) (be quantitatively specific as possible)

See Project Description.

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.

Brian Topp
Name of Property Owner


Signature

7/9/2021
Date

Brian Topp
Typed Name and Title



5307 Franklin Street
Hilliard, Ohio 43026-1409
Donald J. Schonhardt & Associates, Inc.
(614) 876-2020
(614) 876-2050 fax
www.djschonhardt.com

July 2, 2021

Mr. Joel Mazur
City Manager
City of Napoleon
255 West Riverview
Napoleon, Ohio 43545

Dear Mr. Mazur:

This correspondence shall serve as a letter of agreement defining the general scope of services to be provided to the City of Napoleon. Since the precise services to be rendered under the terms of this agreement cannot be adequately determined at this time, the terms of the agreement shall center upon the number of hours of consulting time to be provided and the hourly rate that will apply. This agreement shall provide for a maximum of 80 hours of consulting service at the rate of \$110.00 per hour. The maximum amount billed for professional consulting services (including travel time and expenses) under the terms of this agreement shall not exceed \$8,800.

As we have discussed, the current Finance Director will be leaving employment with the City of Napoleon on July 16, 2021. The City is in the process of determining a course of action for identifying and hiring a replacement for the position of Finance Director. During the search and hiring process you have asked that we provide technical and management assistance to insure that all tasks performed are consistent with the laws, policies and procedures of the City of Napoleon, the appropriate provisions of the Ohio Revised Code (ORC), and the pronouncements of the Governmental Accounting Standards Board (GASB).

We have worked in a consulting capacity for the City of Napoleon for more than 25 years and we have a broad knowledge of the financial and accounting systems utilized by the city. The individuals that will provide assistance have in excess of 100 years of experience working for and with public sector entities. I will serve as the primary contact for all services covered by this agreement and I have in excess of 50 years of experience in governmental accounting and finance as well as serving as a finance director for a municipality in central Ohio.

Specific services to be provided under the terms of this agreement shall be determined by you as the City Manager. You shall also establish the priority assigned to each assignment and the timeframe within which each project is expected to be accomplished. The consultants shall review each request and the proposed timeframe to assure that the hours allocated to the project reflect a realistic determination of the time required to properly accomplish the proposed scope of service. When both parties are satisfied with the time to be allocated to a specific project, the project will be initiated. Monthly invoices shall provide a description of the various tasks undertaken during the month and the time required for each task. This agreement provides for consulting assistance in a wide variety of accounting, financial and management areas provided the maximum commitment of hours under the terms of this agreement shall not exceed 80 hours.

If the terms of this letter of agreement are acceptable, please indicate the same by signing on the approval line at the bottom of this page. If approved, please indicate the P.O. number assigned to the agreement and forward a copy of this letter to our office for our files. We are looking forward to the opportunity to continue to serve your need for professional governmental accounting and management oversight assistance.

If you have any questions regarding this proposal, or would like to discuss any of the services being proposed, please do not hesitate to contact me at 614-648-2050

Sincerely,



Donald J. Schonhardt
President

APPROVED AS TO FORM

Title

Date

APPROVED

Date

PO/Contract Number



City of Napoleon, Ohio

Department of Public Works

255 West Riverview Avenue, P.O. Box 151

Napoleon, OH 43545

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

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

www.napoleonohio.com

Memorandum

To: Joel L. Mazur, City Manager
From: Chad E. Lulfs, P.E., P.S., Director of Public Works
cc: City Council & Mayor
Kelly O'Boyle, City Finance Director
Roxanne Dietrich, Clerk of Council
Date: July 14, 2021
Subject: 2021 Miscellaneous Street Improvements ~
Recommendation of Award

On Wednesday, July 14, 2021, bids were opened and read aloud for the above referenced project. Three bids were submitted and read as follows:

Bryan Excavating, L.L.C.	\$443,636.00
Rupp Rosebrock, Inc.	\$491,280.39
Vernon Nagel, Inc.	\$547,158.50

The Engineer's Estimate for this project is \$493,750.00. This project consists of replacing the existing concrete curb and drive approaches on N. Sheffield Avenue & Michigan Avenue from Woodlawn Avenue to Lagrange Street; replacing the drainage structures; widening N. Sheffield Avenue; and resurfacing both streets. The completion date for this project is October 30, 2021.

Having reviewed the submitted bids, it is my recommendation that Council award Bryan Excavating, L.L.C. the contract for the 2021 Miscellaneous Street Improvements in the amount of \$443,636.00. If you have any questions or require additional information, please contact me at your convenience.

CEL



City of Napoleon, Ohio

Department of Public Works

255 West Riverview Avenue, P.O. Box 151

Napoleon, OH 43545

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

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

www.napoleonohio.com

Memorandum

To: Joel L. Mazur, City Manager
From: Chad E. Lulfs, P.E., P.S., Director of Public Works
cc: Mayor & City Council
Kelly C. O'Boyle, City Finance Director
Roxanne Dietrich, Clerk of Council
Date: July 13, 2021
Subject: Front Street Interceptor & Palmer Ditch Force Main Relocation ~ Approval of Plans & Specifications

The City of Napoleon's Department of Public Works requests approval of the plans and specifications for the Front Street Interceptor & Palmer Ditch Force Main Relocation project. This project consists of:

Rerouting the existing 10" Palmer Ditch Force Main and Front Street Interceptor to the new Headworks Facility. A portion of the abandoned force main will be reused to redirect the storm water pump station flows from inside the WWTP to the new Headworks Facility. This project is separate from the 2021 WWTP Improvements project but must be constructed to allow the renovations of the WWTP to function properly.

Engineer's Estimate of Construction: \$360,000.00

O.P.W.C. (Issue II) Funds: \$275,000 (max. 70% of project cost)

2021 Project Budget: \$400,000.00

Completion Date: May 14, 2022

CEL

City of Napoleon, Ohio

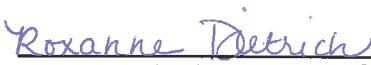
TREE COMMISSION

MEETING AGENDA

Monday, July 19, 2021 at 6:00 pm

City Building, 255 West Riverview Avenue, Napoleon, Ohio
to view the meeting via WebEx: www.napoleonohio.com under EVENTS

1. Call to Order
2. **Approval of May 17, 2021 Meeting Minutes** - (in the absence of any objections or corrections, the minutes shall stand approved)
3. Review Tree Call Reports
4. Review Fall Plantings List
5. Review Fall Trimming List
6. Finalize Fall Removal List
7. Finalize Fall Topsoil List
8. Adjournment.



Roxanne Dietrich ~ Clerk of Council

City of Napoleon, Ohio
TREE COMMISSION MEETING MINUTES
Monday, May 17, 2021 at 6:00 pm

PRESENT

Committee Members	Larr Etzler- Chair, Ed Clausing, Dave Volkman, Gary Haase
Council Representative	Molly Knepley
City Staff	Aron Deblin-Construction Inspector
Clerk of Council	Roxanne Dietrich

ABSENT

Committee Member	Kyle Moore
------------------	------------

CALL TO ORDER

The Tree Commission meeting was called to order by Chairman Etzler at 6:00 pm.

APPROVAL OF MINUTES

Hearing no corrections or objections, the Minutes from the April 19, 2021 Tree Commission Meeting were approved as presented.

REVIEW TREE CALL REPORTS

Deblin reported the following calls were received since the last meeting:

1138 Indiana. There are evergreens out behind the property and the homeowner asked if there was a right-of-way behind the property. There is no right-of-way or easement out there, that is the homeowner's responsibility to take care of.

45 Vincennes Drive. The homeowner was calling about a Sycamore tree. The tree roots are out on the surface and are starting to break-up the driveway approach and lift the curb and the street. This tree is in the right-of-way and was added to the fall removal list.

410 Sheffield. The homeowner asked about the trees out front, whose responsibility it is to remove them? The trees are outside of the right-of-way, the homeowner was informed it is their responsibility. 646 West Clinton. There is a dead tree behind the property that is 6' outside of the alley limits. Deblin informed the Electric Department about this tree as there are two electric services going up to the homes at 646 and 650 West Clinton. If there are power lines close to the tree, the Electric Department may remove the tree. The Tree Commission does not have to do anything with this tree.

Etzler asked about 1073 Stevenson where the homeowner was concerned about the tree splitting. Deblin stated he did look at that tree again, it appears the bark is splitting a little in the middle. The rest of the tree looks healthy this may be something we need to address in the future.

FALL REMOVAL LIST

Deblin reported there are eleven trees and twelve stumps on the list to date. Most were recommendations by Tawa Tree Service while doing the spring trimming.

FALL TOPSOIL

There were a couple from last fall that were larger, we waited hoping they would settle a little. There are a total of nineteen stumps to be filled and seeded.

Etzler stated with the face mask ban to be lifted in June, we should be able to go ahead with Arbor Day plans in September or October with the Fall Plantings. Deblin noted the tree has been added to the Fall Planting List with the tree to be planted in the Ritter Park area. We still need to find a group of kids to help with the planting.



City of Napoleon, Ohio

255 West Riverview Avenue, P.O. Box 151

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Memorandum

To: Mayor & City Council, City Manager, City Law
Director, Finance Director, Department
Supervisors, News media
From: Roxanne Dietrich, Clerk of Council
Date: July 16, 2021
Subject: *Parks & Recreation Committee – Cancellation*

The regularly scheduled meeting of the Parks and Recreation Committee for Monday, July 19, 2021 at 6:00 pm has been CANCELED due to lack of agenda items.

AMP Update for July 9, 2021

American Municipal Power, Inc. <webmaster@ampppartners.org>

Fri 7/9/2021 3:12 PM

To: Roxanne Dietrich <rdietrich@napoleonohio.com>

Having trouble viewing this email? [Click here to view web page version](#)



July 9, 2021

Another week of hot temperatures leads to continued high loads

By Mike Migliore - vice president of power supply and marketing

Hot and humid conditions on Tuesday and Wednesday led to another call for peak shaving. Although loads came very close to matching last week's, loads for all zones were unable to surpass the peaks set on June 29 and 30. PJM did hit their second and third highest peaks of the summer. Thunderstorms that rolled through parts of PJM on July 7 caused an early end to the air conditioning load in places hit by the rain. The PJM peak for June 30 was set from 2-3 p.m., which is an unusually early hour for a PJM 5 coincident peak (CP).

(EPT = Eastern Prevailing Time, also known as clock time)

ZONE	2021 Peak Load	Date	Hour Ending EPT	2020 Peak
AEP	21,394	6/29/2021	15	21,657
FE	12,602	6/29/2021	15	12,465
APS	8,761	6/29/2021	18	8,638
PPL	7,523	6/30/2021	16	7,260
DUKE	5,196	6/29/2021	17	4,975
DELMARV	3,910	6/30/2021	19	4,086
DAYTON	3,137	6/29/2021	16	3,296
PENELEC	2,898	6/29/2021	14	2,911
METED	3,041	6/29/2021	18	2,976

PJM 1CP	146,845	6/29/2021	17	144,320
PJM 2CP	146,037	7/6/2021	17	143,576
PJM 3CP	142,689	7/7/2021	15	143,261
PJM 4CP	141,069	6/28/2021	18	141,264
PJM 5CP	138,943	6/30/2021	17	140,836

June 2021: Highest June power prices since 2014

By Mike Migliore

The warm and humid weather experienced in June 2021, combined with elevated natural gas prices, pushed power prices to their highest level since 2014. The maximum hourly day-ahead rate at the A/D Hub was \$108/megawatt hour (MWh) at 6 p.m. during PJM's peak day on June 29. Real-time locational marginal pricing (LMP) averages were \$1.75/MWh higher than day-ahead LMPs with 16 separate hours above \$100/MWh. Like last June, prices at the AEP/Dayton Hub were higher than most AMP load zones leading to negative congestion for deliveries from A/D Hub sources.

Average Daily Rate Comparisons			
	June 2021 \$/MWh	May 2021 \$/MWh	June 2020 \$/MWh
A/D Hub 7x24 Price	\$32.32	\$28.41	\$19.05
PJM West 7x24 Price	\$30.89	\$28.00	\$18.52
A/D to AMP-ATSI Congestion/Losses	-\$0.48	\$0.07	-\$0.42
A/D to Blue Ridge Congestion/Losses	-\$0.59	\$1.91	-\$0.47
A/D to PJM West Congestion/Losses	-\$1.43	-\$0.41	-\$0.53
PJM West to PP&L Congestion/Losses	-\$2.71	-\$3.22	-\$1.73
MISO to A/D Hub Congestion/Losses	\$1.52	\$2.26	\$0.90

Smithland Hydro Plant sets second highest capacity factor in June

By Mike Migliore

Thanks to some well-timed rain in Kentucky and Tennessee, the Smithland Hydroelectric Plant generated at a 93.4-percent capacity factor for June. This is the second highest average per hour - 71.1 megawatts (MW) - since the plant went online in July 2017. The record 55,000 MWh produced by the 76.2-MW plant was set in August 2018.

Focus Forward webinar: *Data Analytics and Rate Design* scheduled for July 15

By Erin Miller - assistant vice president of energy policy and sustainability

Join us on July 15 from 2-3 p.m. for the Focus Forward Webinar - *Data Analytics and Rate Design*.

Advanced metering infrastructure (AMI) provides enhanced data for your customers to understand their energy use - and for you to understand your customers. If organized, processed and integrated, this data can help you design rates and target energy efficiency and demand response program marketing.



Brad Gall, senior data architect, and Sarah Valovcin, senior data scientist, from The Energy Authority will provide examples and lessons learned for collecting and analyzing AMI data to enhance the value of customer programs - connecting the right customers with the right programs, maximizing return on investment, and reaching strategic goals.

Participants will also hear from Craig Kleinhenz, director of power supply planning, with an update about Arcadia, a utility data and billing system platform that AMP is exploring on behalf of members.

The webinar is free and open to all AMP members. To register, please contact me at 614.540.1019 or emiller@amppartners.org.

JUNE OPERATIONS DATA		
	June 2021	June 2020
Fremont Capacity Factor	61%	67%
Prairie State Capacity Factor	96%	92%
Meldahl Capacity Factor	68%	86%
Cannelton Capacity Factor	85%	89%
Smithland Capacity Factor	93%	71%
Greenup Capacity Factor	68%	46%
Willow Island Capacity Factor	61%	58%
Belleville Capacity Factor	82%	92%
Blue Creek Wind Capacity Factor	24%	24%
JV6 Wind Capacity Factor	7%	9%
Front Royal Solar Capacity Factor	24%	27%
Bowling Green Solar Capacity Factor	31%	41%
Avg. A/D Hub On-Peak Rate	\$38/MWh	\$24/MWh
* 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.		

Three weeks left to nominate for 2021 AMP Awards Program

By Jodi Allalen

AMP is seeking nominations for the 2021 AMP Awards Program, and the deadline to submit is July 30. We are currently accepting nominations for the following AMP Awards:

Electric System Sustainability Award	<i>(more than one award may be given)</i>
Hard Hat Safety Award	<i>(more than one award may be given)</i>
Innovation Award	<i>(one award for each of four categories)</i>
Public Power Promotion Award	<i>(more than one award may be given)</i>
Safety Award	<i>(more than one award may be given)</i>
Seven Hats Award	<i>(only one award given each year)</i>



System Improvement Award*(one award for each of four categories)***New this year: Service Distinction Award***(more than one award may be given)*

AMP award nominations will be accepted electronically on the AMP Awards Program [webpage](#) of the AMP website. Nomination details for each award are available by clicking the "Apply now" link next to each award name. A program brochure has been emailed to AMP members, which also provides direct links to the online award nomination forms. If you have questions, please contact me at jallalen@amppartners.org or 614.540.0916.

AMP TECHNICAL AND SAFETY TRAINING WEBINAR SCHEDULE

In an effort to continue providing members with high-quality training opportunities, AMP has temporarily transitioned trainings to a webinar format. Please see the below schedule - we will continue to update the schedule as needed. We are in this together.

July 20, 9 a.m.
Are Monsters Real?
Instructor: Kyle Weygandt

Aug. 24, 9 a.m.
Behavior Based Application & Safety Culture
Instructor: Kyle Weygandt



For more information on the AMP Training Program or to access the virtual training webinars, please contact Jennifer Flockerzie, AMP's manager of technical services logistics, at jflockerzie@amppartners.org.



Energy market update

By Jerry Willman - assistant vice president of energy marketing

The August 2021 natural gas contract increased yesterday \$0.092/MMBtu to close at \$3.688. The EIA reported an injection of 16 Bcf for the week ending July 2, which was below industry estimates of +30 Bcf. Last year was an injection of 57 Bcf and the five-year average was +63 Bcf. Storage is now 2,574 Bcf, which is 17.6 percent below a year ago and 6.9 percent below the five-year average.

On-peak power prices for 2022 at AD Hub closed yesterday at \$37.95/MWh, which was unchanged for the week.

On Peak (16 hour) prices into AEP/Dayton				
Week ending July 9				
MON	TUE	WED	THU	FRI
\$45.52	\$61.36	\$51.36	\$39.62	\$36.81
Week ending July 2				
MON	TUE	WED	THU	FRI
\$50.61	\$63.25	\$59.60	\$42.10	\$30.69
AEP/Dayton 2022 5x16 price as of July 8 — \$37.95				
AEP/Dayton 2022 5x16 price as of July 1 — \$37.95				

AFEC weekly update

By Jerry Willman

The AMP Fremont Energy Center (AFEC) plant was in 2x1 configuration during the week. The plant cleared offline for the overnight hours Friday through Thursday based on PJM day-ahead economics. Duct firing operated for 55 hours this week. For the week, the plant generated at a 59-percent capacity factor (based on a 675-MW rating).

Focus Forward 2021 Webinar Series

To register, contact Erin Miller, assistant vice president of energy policy and sustainability, at 614.540.1019 or by email at emiller@amppartners.org.

July 15, 2–3 p.m.

Data Analytics and Rate Design

September 21, AMP Conference

What do Customers Want? Using Design Thinking for Program Development

November 9, 2–3 p.m.

Community Solar 101 and Models



The Focus Forward Advisory Council has identified these topics to help educate and inform AMP's members about emerging industry trends and to prepare for further integration of distributed energy resources.

New content and event from the Smart Electric Power Alliance

By Brad Benton - director of membership, SEPA

As a member of the Smart Electric Power Alliance, you have unlimited access to all SEPA content. From webinars to research reports to participating in working groups, it is all included in your membership. You can access all these resources and more at www.sepapower.org.



Attend: SEPA Virtual Grid Evolution Summit - July 26-28

The industry is aligning on the need to reduce carbon in our energy system, but we are not progressing fast enough to meet our goals. Attend the Grid Evolution Summit to get the tools, expertise and innovations you need to accelerate your organization's carbon reduction efforts. You will be in the room with the right people, talking through the solutions that no other event is addressing. Access three days of virtual content and get a registration discount as a SEPA member [here](#).

Read: Recent SEPA Reports

Take a deep dive into SEPA's recent Utility Transformation Challenge by downloading the analysis and recommendations [here](#).

Watch: SEPA TV

Check out SEPA's online TV series about the top-of-mind issues in the electric power sector [here](#).

As always, do not hesitate to contact Spencer Schecht on the SEPA Membership Team to learn more about your benefits. He can be reached at sschecht@sepapower.org or 202.350.4671.

Two major cybersecurity threats demand immediate action

By Jared Price - vice president of information technology and chief technology officer

In the beginning of July, two major cybersecurity threats were announced. Both threats demand immediate action should they affect any member community.

The first threat is an active ransomware campaign linked to Kaseya software. Kaseya is a provider of IT and security management solutions to managed service providers (MSPs) and IT consulting companies.

Members are strongly encouraged to check systems for Kaseya software and shut them down immediately should it be present. Members are also encouraged to ask any IT service providers and/or third parties that may have remote access to municipal IT environments (e.g., customer information/billing system companies) to verify they are not using Kaseya for remote administration and monitoring.



Please note that this is a developing situation. For further updates on this threat, please refer to the Kaseya Notice [here](#).

The second threat is a Microsoft Print Spooler Zero-Day vulnerability named "PrintNightmare." It is very likely that members use Microsoft Windows for desktops and/or servers, and all versions are impacted by this vulnerability. The reason it is called a Zero-Day is because when it was announced last week, there was no patch. However, a patch has since been released. Members are encouraged to disable the print spooler service on any servers that do not need to print (usually only file/print servers need this service) and apply the patch to resolve the vulnerability as soon as possible.

Microsoft has provided steps to apply this workaround in their advisory [here](#). Information on the patch to resolve this issue can be found [here](#).

Both threats are being actively exploited, so it is important that you take remediation steps immediately. If you have questions or need assistance with any of the remediation steps, please contact cybersecurity@amppartners.org.



AMP WEBINARS

For registration details and links to the AMP Webinars archive, visit the AMP Webinars page of the AMP Member Extranet by clicking this image (login required). For assistance with logging in or a password reset, contact Bethany Kiser at bkiser@amppartners.org.

July 15, 2-3 p.m. <i>Focus Forward</i> Data Analytics and Rate Design	September 21, (AMP Conference) <i>Focus Forward</i> What do Customers Want? Using Design Thinking for Program Development
July 20, 9 a.m. <i>Technical and Safety</i> Are Monsters Real? Presenter: Kyle Weygandt	Nov. 9, 2-3 p.m. <i>Focus Forward</i> Community Solar 101 & Models
Aug. 24, 9 a.m. <i>Technical and Safety</i> Behavior Based Application & Safety Culture Presenter: Kyle Weygandt	



City of Napoleon seeks applicants for finance director

The City of Napoleon is seeking applicants for the position of finance director. The successful candidate will be a highly collaborative and progressive government finance professional who will serve on the executive team to direct and coordinate the activities of the city's Finance Department, which includes the city's Income Tax and Utilities Office. The finance director provides highly responsible strategic leadership and day-to-day management of the city's financial operations and compliance including, but not limited to, developing and administering the city's overall budget, asset accounting, cash management, investments, debt management, payroll, accounts payable, utility billing, audit coordination, income tax collection, and budget and financial forecasting. The ideal candidate will possess a solid background in government finance with a general understanding of government operations and department compliance including enforcement of applicable federal, state and local laws, ordinance and codes.

Candidates must have a bachelor's degree in accounting, finance or business administration, three to five years of relevant executive management/leadership experience and a valid State of Ohio driver's license. Prior experience in municipal finance management is preferred. The annual salary is \$75,000 to \$100,000, depending upon qualifications and experience. A completed application must be returned to City of Napoleon, 255 W. Riverview Ave., PO Box 151, Napoleon, OH 43545 with a resume and cover letter by July 30, 4:00 p.m.

Learn more about this job opportunity, complete job description and application by visiting www.napoleonohio.com. Contact City of Napoleon's HR Director with questions at 419.592.4010 or llambert@napoleonohio.com. The City of Napoleon is an Equal Opportunity Employer

City of Cuyahoga Falls seeks applicants for water treatment plant operator

The City of Cuyahoga Falls is seeking applicants for the position of water treatment plant operator in the Water Department. This position operates all water treatment plant equipment and regulates the water purification processes to provide and maintain an adequate supply of potable water for domestic use and fire protection. Candidates must be prepared to work one of three shifts on a permanent basis. Seniority per classification at the water treatment plant shall be the determining factor in regular shift assignments of 8 a.m.-4 p.m., 4 p.m.-midnight and midnight-8 a.m. Tour of duty will be posted on the bulletin board in the water treatment plant. Duty will be 10 days straight starting on Monday with a four-day weekend off (Thursday through Sunday) every other weekend.

Applicants must have experience in water plant operation and maintenance work; and graduation from a standard high school or trade school, including or supplemented by courses in chemistry or related subjects; or any equivalent combination of experience and training which provides the required knowledge, skills and abilities. Must have a valid Class I or higher Ohio EPA-issued water supply license at time of appointment and must be lab-certified by the Ohio EPA in chemical analysis within three months of hiring. Candidates must be a non-smoker and non-tobacco user, including but not limited to cigarettes, cigars, pipes, snuff, etc. for the duration of their employment with the City of Cuyahoga Falls. Must possess a valid State of Ohio driver's license and be able to maintain continuing eligibility under the city's driver eligibility standards. Must have good knowledge of the functions and servicing requirements of mechanical equipment and machinery; good knowledge of the processes involved in the purification of water including some knowledge of chemistry.

Starting hourly rate will depend on the EPA license the candidate possesses. The starting hourly rate will typically be \$27.38 per hour (but could be up to \$28.55 per hour). This is an AFSCME Union position with great benefits. Interested candidates must submit a City of Cuyahoga Falls Civil Service Application to be considered for the position. Applications can be found [here](#). No fee is required to apply for this position. Deadline for applications is July 14. Applications can be dropped off at the HR/Civil Service Office (2310 Second Street) or can be mailed to the following address:

City of Cuyahoga Falls
Attn: Civil Service Commission
2310 Second Street
Cuyahoga Falls, Ohio 44221

Lewes BPW seeks applicants for general manager

The Lewes Board of Public Works (BPW) is seeking applicants for the position of general manager. The BPW is a full-service utility that includes electric, water, sewer and stormwater utilities. Under the supervision of the Board of Directors, the general manager will plan and set BPW's strategic goals, optimizing the use of financial, physical and human resources assets to service the City of Lewes. This position oversees the daily business activities of Lewes BPW. They are responsible for planning and improving overall business functions, including administrative, technical, financial and service operations. They will establish the prevailing performance standards that guides quality assurance to BPW's customers.

Successful applicant must have extensive knowledge related to management of electric, water and sewer and stormwater utility systems; knowledge of civil engineering, design and construction principles and practices; thorough knowledge of the fundamentals and accepted practices in public administration; thorough knowledge of personnel and programs management principles and practices, including optimum use of human resources; ability to absorb and analyze complex technical information rapidly, draw logical conclusions, and make rapid decisions of major scope with full awareness of federal, legal and financial consequences; ability to communicate technical data and sensitive information to citizens in a clear and persuasive manner; ability to speak in a public or legislative forum; ability to mediate conflicts, sort out issues, and manage change in relation to overall utilities goals and objectives; ability to plan and implement policies; ability to understand, evaluate and organize budget requests; ability to establish and meet rigid timelines; ability to create innovative management programs and systems in response to electric, water, sewer and storm water problems; ability to plan, organize, delegate responsibility, supervise and review with subordinates and to achieve efficient results; and possesses a thorough knowledge of public financing mechanisms, including grants, loans, bonds and associated matters. Must have graduated from a four-year college or university with a bachelor's degree in public administration, engineering or a closely related field and five years of progressively responsible administration experience. A master's degree in one of the above stated fields is desirable. See the full job description [here](#).

Salary commensurate with the applicant's experience. Send resume and associated materials to A. Thomas Owen, director of the Lewes BPW, at 9 Jefferson Ct., Lewes, DE 19958, or atowen114@gmail.com.

Cleveland Public Power seeks applicants for senior lineworker

Cleveland Public Power is seeking qualified journeyman applicants for the position of senior lineworker. Applicants must have a high school diploma or GED. Applicants must have completed an electrical lineworker program or a four-year apprenticeship program. Two years of full-time, paid experience as a high-tension lineman or equivalent is required. A valid State of Ohio Class "A" Commercial Driver's License with Air Brake Endorsement is required. May be required to work overtime during emergencies and for emergency callouts. Must be able to lift and carry 75 pounds.

The rate of pay for senior lineworker is \$42.17 per hour. Interested applicants can apply online [here](#) or send resumes to: Office of Commissioner, Cleveland Public Power, 1300 Lakeside Avenue, Cleveland, OH 44114.

Village of Edgerton seeks applicants for water/sewer operator

The Village of Edgerton, population 2,000, is seeking applicants for the position of water/sewer operator. A high school diploma, 12 months of experience operating a municipal water treatment plant and sewer treatment and collection system, possession of a valid Class I Ohio EPA Water Supply Operator's license and/or Class I Ohio EPA Wastewater Operator's license preferred; must possess a valid Ohio driver's license. A complete job description is available by contacting the Village of Edgerton at hr@edgerton-ohio.com. Salary commensurate with qualifications and experience. Please submit resume and cover letter to Administrator, Village of Edgerton, P.O. Box 609, 324 N Michigan Ave, Edgerton OH 43517. EOE

Village of Oak Harbor seeks applicants for superintendent of public power

The Village of Oak Harbor is seeking applicants for the position of superintendent of public power. This full-time position performs a variety of supervisory, administrative, skilled, technical and maintenance

oversight in the planning, construction, operation, repair and replacement of the village's electrical system and facilities. The superintendent exercises close supervision over assigned workers and works under the general supervision of the village administrator. Minimum requirements include high school diploma or GED, seven years of experience relating to the construction, repair and maintenance of electric supply and distribution systems including the operation of related maintenance equipment or five years of journey line experience. Special requirements include possession of a class "A" CDL not under suspension and ability to maintain insurability with the Village of Oak Harbor insurance carrier, carry a Journeyman Lineworker Certificate and must be bondable. Salary \$49,920-\$74,880 based on experience and skill level.

Application and full job description for this full-time position is available [here](#); resumes alone are not accepted. Applications will be accepted until July 9, 4 p.m., or until filled. Applications should be mailed to Village of Oak Harbor, Attn: Supt. of Public Power, P.O. Box 232, Oak Harbor, OH 43449-0232 or emailed to randyg@oakharbor.oh.us. EOE/EOP

Town of Bedford seeks applicants for experienced right-of-way crew foreman

The Town of Bedford Electric Department is seeking an experienced right-of-way (ROW) crew foreman. This individual will direct the activities of the ROW crew working with and through the ROW assistant supervisor, line foreman and operations superintendent. Position will be responsible for oversight of: ROW clearing, re-clearing, herbicide application, ensuring that all crew members adhere to safety procedures and requirements, coordinating maintenance of equipment to ensure proper working conditions and compliance with safety regulations.

This is a working position, so the candidate must also possess a valid Class A CDL, be experienced in bucket truck operation, safe chain saw operation and other ROW clearing equipment. Individual must be conversant in safely working around electric hazards and skilled in trimming and climbing. Must be able to work extra hours when necessary for storm restoration and report to work whenever needed during non-scheduled working periods.

Compensation will be based on experience and skill level. Position offers excellent benefit package including participation in the Virginia Retirement System. Employment application and job description may be obtained from the Town of Bedford Human Resources Office, 215 E. Main Street, Bedford, VA 24523 or visit our website at www.bedfordva.gov to download application; resumes alone not accepted. Applications accepted until position is filled. The Town of Bedford is an equal opportunity employer that values and welcomes diversity in our workforce. To this end, we encourage all qualified persons to apply.

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 approximately a 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 11 employees, including those covered under the International Brotherhood of Electrical Workers, Local Union 126 Collective Bargaining Agreement. The electric superintendent 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's degree in electrical engineering (preferred) or a related field with at least five years' 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 date of hire) is preferred.

The city offers a comprehensive, competitive benefits package. Please apply online at www.cityofmilford.com.