

August 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 11:45 am – Personnel Comm. 7:00 pm – City Council	3	4	5	6	7 7:30 am – Personnel Comm.
8	9 5:15 pm – Municipal Properties ED Committee 5:30 pm – Special City Council Meeting	10	11	12	13	14
15	16 6:00 pm – Tree Commission 7:00 pm – City Council	17	18	19	20 8:00 am – Healthcare Cost Committee	21
22	23 6:30 pm – Finance and Budget Committee 7:30 pm – Safety and Human Resources Committee	24 4:30 pm Civil Service Comm. 6:30 pm – Parks and Rec Board	25	26	27	28
29	30 5 th Monday	31				

**CITY OF NAPOLEON CITY COUNCIL
MEETING AGENDA**

Monday, August 16, 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)

- 1) August 2, 2021 Regular Council Meeting Minutes
- 2) August 9, 2021 Special Council Meeting Minutes

D. Citizen Communication

E. Reports from Council Committees

1. Electric Committee meeting for August 9, 2021 was canceled at the direction of the chair
2. Water, Sewer, Refuse, Recycling & Litter Committee meeting was canceled at the direction of the chair
3. Municipal Properties, Building, Land Use and ED Committee met on August 9, 2021; and recommended Council approve a contribution of up to \$20,000/year as a credit to the electric bill for the Henry County Agricultural Society complex for four years once the proposed Henry County Ag Improvement Association building is open at the Henry County Fairgrounds; and, to waive tap and permit fees associated with the project.
4. Personnel Committee met on Saturday, August 7, 2021 in Executive Session to consider employment of a public employee
5. 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. Board of Zoning Appeals did not meet on August 10, 2021 due to lack of agenda items
2. Planning Commission did not meet on August 10, 2021 due to lack of agenda items

G. Introduction of New Ordinances and Resolutions

1. **Ordinance No. 031-21**, an Ordinance Authorizing an Economic Development Agreement between the City of Napoleon, Ohio, the Community Improvement Corporation of Henry County, Ohio, and Keller Logistics Inc., regarding the Construction of an Industrial Building within the City of Napoleon, Ohio; and declaring an Emergency.
2. **Resolution No. 032-21**, a Resolution Authorizing the City Manager to Execute any and all documents Necessary to Acquire 12.91 acres of Land, Located within the City of Napoleon, Ohio; and declaring an Emergency
3. **Resolution No. 034-21**, a Resolution Authorizing a Contribution to the Henry County Agricultural Improvement Association; and Declaring an Emergency


H. Second Readings of Ordinances and Resolutions

1. **Ordinance No. 030-21**, an Ordinance Authorizing the City Manager to Enter into a Contract or Contracts, for the Sale of City Owned Bulk Electric System (BES) 69kV Assets to American Municipal Transmission, LLC, a Subsidiary of American Municipal Power, Inc. (AMP); and declaring an Emergency

I. Third Readings of 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.
- 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 August, 2021 as 3-month averaged factor \$0.01104 and JV2 \$0.027820
 2. **Discussion/Action:** Award of the Front Street and Palmer Ditch Force Main Relocation Project
 3. **Discussion/Action:** Approval of Plans and Specifications for the Oberhaus Interceptor I&I Reduction Project
 4. **Discussion/Action:** Finance Department Update
- K. Executive Session**—(as may be needed)
- L. Approve Payment of Bills** (in the absence of any objections or corrections, the Payment of Bills shall stand approved.)
- M. Adjournment**



Roxanne Dietrich - Clerk of Council

City of Napoleon, Ohio
CITY COUNCIL MEETING MINUTES
MONDAY, AUGUST 2, 2021 at 7:00 PM

PRESENT

Councilmembers	Joseph D. Bialorucki-President, Daniel Baer-Council President Pro-Tem, Lori Siclair, Jeff Comadoll, Ken Haase, Molly Knepley, Ross Durham
Mayor	Jason P. Maassel
City Mgr/Acting Fin. Dir	Joel L. Mazur
Law Director	Billy Harmon
City Staff	Dave Mack-Chief of Police Clayton O'Brien-Fire Chief Chad E. Lulfs, P.E.,P.S.-Director of Public Works
Others	News Media Lisa McAllister and Ed Tatum (AMPT)-via WebEx
Clerk of Council	Roxanne Dietrich

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 July 19, 2021 Regular Council meeting were approved as presented.

CITIZEN COMMUNICATION

None.

REPORTS FROM COUNCIL COMMITTEES

The **Finance and Budget Committee** did not meet on July 26, 2021 due to lack of agenda items.

Baer, Chair of the **Safety and Human Resources Committee** reported the committee met on July 26, 2021 and reviewed information about a proposed leadership training program for various department supervisors.

The **Personnel Committee** met earlier today with Chair Maassel reporting the Committee met in Executive Session to consider employment of personnel and no action was taken.

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

INTRODUCTION OF NEW ORDINANCES AND RESOLUTIONS

Ordinance No. 030-21 – Sale of City Owned Bulk Electric System to AMPT

Council President Bialorucki read by title Ordinance No. 030-21, an Ordinance Authorizing the City Manager to Enter into a Contract or Contracts, for the Sale of City Owned Bulk Electric System (BES) 69kV Assets to American Municipal Transmission, LLC, a Subsidiary of American Municipal Power, Inc. (AMP); and declaring an Emergency.

Motion: Siclair Second: Durham
to approve First Read of Ordinance No. 030-21

Mazur stated Lisa McAllister and Ed Tatum from AMP Transmission (AMPT) are with us via WebEx. I asked them to give a presentation on where AMPT has come to this point, where it is heading and to give us some background. Lisa McAllister introduced herself noting she is the general counsel for AMP Transmission and turned the presentation over to Ed Tatum who is the vice-president of transmission for AMPT. Tatum stated, one of AMP's primary initiatives is to try to control transmission costs. AMP is actively participating with the regional transmission organizations, PJM and MISO, to make sure the new rules benefit AMP and its members. We participate in the Fair Labor Commission and spend time at state legislature looking at transmission numbers for rates. Each year we do an update on the formula rate going through with a fine tooth comb to see if there

are things that should not be included. AMPT was created by the AMP board in August of 2018 with Napoleon being the first one through the shoot. AMPT's purpose is to own, operate and maintain for the benefit of its members. One of the major drivers was PJM Transmission to mitigate transmission costs and take care of National Electric Reliability Council (NERC) bulk electric system obligations. That is one of the drivers that put Napoleon into play with the 138kV breakers and the obligations that went therewith. Our interest is in meeting our member systems' needs, delivery points or additional liability for economic development. We currently have assets booked in Wadsworth, Amhurst, Huron, Deshler and Bowling Green. We own two – 138 kV stations, one is Napoleon's, and six – 69kV stations. We have a construction program that is ongoing and have completed two system relaying projects with kV assets, we have a 138kV substation under construction in Bowling Green and have right-of-way acquisitions under way for another project in Amherst. Our sole purpose is to provide transmission services to benefit the members. Our vision statement is *we need to be able to provide cost effective transmission for rate services beyond a competitive alternative for the benefit of AMP members and ensure comparable service*. For many years, a lot of the AMP members conserved off regular feeds, the transmission assets that they were not getting costs recovered for and we did not think that was fair. With AMPT, the AMP members have an alternative for transmission service requests.

AMPT Opportunities. We work for the members and that is the reason we are here, all solutions and actions need to work for you. AMPT is unique in that the members are able to retain some measure of control of some existing and future facilities. The cost of developing and maintaining the existing facilities are shared within the zone as opposed to having the entire cost borne by Napoleon. We work with our purchasers and offer cash reimbursement for any facilities that are sold to AMPT for netbook value. Because we are not for profit, the Federal Energy Regulatory Commission only allows recovery for the netbook value. This gives the members the opportunity to get revenue from AMPT to continue to operate and maintain the facilities and we take care of the financing cost. AMPT works for the members and is an opportunity for future development for both future transmission needs and economic development.

Lisa McAlister.

Services provided by AMPT. We purchase an existing facility that can qualify as network transmission and put in a FERC accepted zonal rate. You can only get cost recovery for transmission facilities, you cannot recover distribution assets for transmission rates. We cannot recover them through our rate until we own them. We did get a legal opinion from NERC council that said as long as you have a real and imminent project that would qualify the facility use as a network transmission asset, you can put them prospectively in the cost recovery and complete the projects so they are transmission assets. Another benefit for the members is when you do sell an asset to AMPT we can enter into an Operations and Maintenance Agreement with the members. The member built the facilities, has been maintaining them and we do not have staff that is remote. The O&M agreement takes a City expense and makes it into something that can be recoverable through the rates. A service we provide is we actually construct transmission. We have the authority as a transmission owner to do that and you as a transmission customer do not have that authority. We are already doing NERC transmission compliance for Napoleon. That was the reason we bought the initial facilities, that gave us the opportunity to form a transmission company and that has taken a lot of obligation off your hands. For the formal rates we do have a NERC approved rate for any assets that we own and operate in AMP Transmission owner zones, we can get cost recovery from the entire zone for this facility as long as they are integrated in the PJM zone. Our formula rate is a little different in that we do not have a return on equity. What we have is a margin requirement, meaning we get a percentage in addition to our costs on a limited amount on what we are spending. NERC has approved this structure. AMPT has four functional areas. We have planning that is looking at our members facilities and try to determine if they have existing assets that would benefit an AMPT ownership or if they need an additional delivery point or something that gives them reliability. We have a team working on engineering to help bring the plans into fruition. There is a team in charge of construction and we have staff working on L&M. AMPT is a subsidiary of AMP, AMPT does not have any of its own staff, we are all AMP staff. Because we are a subsidiary we have to follow the NERC standards of conduct that are put into place by the commission to make sure that an incumbent is not getting preferential treatment. McAlister compared Napoleon's first asset purchase with the current purchase. The last time the assets were already declared by NERC to be bulk electric system assets that would put Napoleon in a separate NERC category of a transmission owner. This one is a little different and comes with different risks that we have worked out with Mazur and his team. Mazur added in the future we have a

pipeline of projects with AMPT that are forthcoming. One of the benefits of AMPT is they can keep a closer eye on the transmission costs going up. The pipeline of projects that AMPT started with is the one million dollar ring bust in Napoleon that has progressed to constructing a new substation in Bowling Green, with a second delivery point in the works for Huron and in Amherst and Deshler purchase of assets for future connectivity and reliability. AMPT's portfolio is growing significantly. What I hear a lot from other communities is "it is too good to be true, how can you push the formula rate onto a wider pool of people"? The costs are being pushed off onto the customers in the ATSI zone. Any upgrade First Energy makes to their electric transmission system, Napoleon residents are also paying for it. That is why we get a transmission and capacity. On the actual agreement there was a question on Section 7.8, the reference to the date of any kind of maintenance plan was removed. There will be an interim period once the agreement is signed and until the closing. This section says we have to continue to maintain until it is finally transferred over and we amend our Operations & Maintenance Agreement so there is not a lapse in maintenance and coverage during that interim period. The purchase price is \$5,537,737.62. That is the netbook value as of closing on October 1, 2021. There was discussion on the right to lease back and right of first refusal. Paragraph C was removed at our request. That referred to agreement transfer if there was a merger or change of name. There was talk about the right to lease back, these assets are not networked yet and since it is not networked yet, by purchasing it you can retroactively have cost recovered from the closing date forward as long as you have the project in the pipeline. In the rare event there is a successful challenge to this project being networked in, this is where the right to lease back language would kick in. It is a low probability. A successful challenge could take a couple of years and would impact the other transmission owners assets as well. It is very unlikely a challenge would actually occur because they would have more to lose than what this asset would mean to them. Maassel asked in laymen's terms, what are we selling? Mazur replied the remainder of the Northside substation, the 69kV line that runs to the Industrial Substation and the Industrial Substation. First Energy has their own transmission line going out along the old railroad hence the reason there should not be a question to challenge it being networked since it is on 138kV and is tied in with the First Energy substation and line. It has to be filed to get the rate recovery on it. The ground lease agreement is only for the Industrial Substation. The Northside Substation was covered in the prior agreement, the 69kV line is in the right-of-way. A lot of the language is the same as the previous agreement. Bialorucki asked Harmon what his comfort level is with this contract? Harmon said he did not spot any legal issues but, would like to look through the contract one more time. I did receive more documents after hours Friday and have not had a chance to look at them yet. Everything I have reviewed seems fine and don't expect any changes. It is pretty straight forward. Maassel confirmed we are selling for 5½ million dollars and there is an Operating & Maintenance Agreement for us to get paid to still maintain them? Mazur – correct. Maassel asked have the rates for the O&M agreement have been determined? Mazur replied that would be an amendment to the existing O&M agreement to include these assets. Maassel asked how much do we get, do we know? Mazur said right now I believe we clear about \$45,000 a year on the Northside sub. A lot of that is on-call time, there is a requirement to have personnel on call to respond when there is an issue or an outage or something involved in that asset. There will likely be an additional cost but we will have to see what testing, inspection, maintenance and anything else that we may have to do because it is time and materials. Maassel noted if we would not do this, the substations need to have a lot of work is my understanding. Mazur pointed out the benefits to the city and the electric system is that instead of the rate payers bearing the cost of the entire reconstruction of the Industrial Substation Maassel interjected and that would cost about how much? Mazur stated bare minimum would be 3.2 million dollars and at this point would likely be more with labor and materials cost. Instead of rate payers bearing the entire cost, AMPT can take it over for 5.5 million dollars and do the construction of the transmission piece. We will still have an expense on the distribution side because some of the assets on the Northside substation are not considered transmission. Therefore, there will be some expense on the distribution side the city will have to bear. Maassel said it makes sense, we are losing the asset but we are gaining 5.5 million dollars and have the first right to buy it back if we want to buy it back later. Instead of having our rate payers paying 3.2 million dollars, they are paying a fraction of that. Yes, the distribution needs some work but not 3.2 million dollars of work. Mazur said it will be .24% of that. We are putting together a preliminary cost for the project. One of the issues we have been working through is keeping the behind the meter generation behind the meter. The issue is we have the generating units that are currently connected directly to that substation. If that is to be networked, there has to be some kind of breaker separating that off. There will be an additional expense on our end to keep that generation behind the meter. We are working through those details. Bialorucki asked the improvements that

would cost about 3.2 million dollars what was our timeline to get that completed and what would be the timeline for AMPT once they take this over? Mazur explained we were looking at have the project under design right now. The design and planning piece takes so long and then you have the construction piece. We were looking at spacing out the substation rebuilds in three year increments. Mazur asked Tatum if this closes on October 1, 2021 do you have a timeline on the engineering and construction? Tatum stated first we would take it to the PJM planning process and describe to the entire PJM stakeholder community our plan for upgrades and justify the need for them. That process takes about 90 days then, we would begin the engineering, design and sequencing. The first thing we would have to do is make sure the behind the meter generation stays behind the meter so there would be a switch in that configuration. Once that is done we can continue with the rest of the engineering, go out for bids on the construction and then ultimately have it in place. I would say a 2½ to 3 year engineering and construction period would be conservative. Durham asked as a citizen when I hear *rate recovery* that can be alarming. If AMPT were to do upgrades or have expenses in Wadsworth, am I as a citizen in Napoleon going to see that cost and if so why is that a good thing? Mazur explained for example Wadsworth upgraded their ring bust and relays and that cost went into the zonal transmission rate. Yes, the City of Napoleon rate payers are paying a fraction of that. All rate payers pay for transmission assets. Durham asked why is that a good thing for the City of Napoleon citizen? Siclair pointed out we have already been paying for other projects. Now this is our opportunity to let others help us pay for ours. Mazur said this is a service of AMPT for the community that is passed onto the zonal rate payers. The First Energy territory is actually taking on the brunt of all the costs. For each member community we are already paying for everyone else's transmission. Now is the time for everybody in the zone to pay for our transmission. Is it good for the rate payers of Napoleon that some other community is doing this? We are paying for a portion of that and we are now affording ourselves the opportunity by going through this path. Bialorucki asked if we are selling for something over 5 million dollars, what are we doing with that? Mazur noted that will be up for discussion during budget time. As of right now, I would recommend holding it in the Electric Development Fund and waiting for the formula rate to clear and the approvals from PJM. In the meantime there will be interest earnings that will keep building on it. Overall, rate payers will likely not see until anything until next year or the year after. There is a lag time, it takes time to catch up. The impact is the initial influx of cash that comes in now. The actual rates overtime will marginally be reduced through the O&M and everything else. This is more of a cost avoidance issuance. The rate payers will not see an increase in rates by going forward with this right now. Overtime they will see a marginal decrease but there will be a much larger cash balance in the Electric Development Fund that can be kept there in case there is a sell back. Or, it can be applied to other projects ie. an AMI project where we improve our metering and customers can track their usage real time. There could be another solar or battery storage project. Comadoll asked where in this is the south side and Glenwood substations? Mazur explained this deal is only for the rest of Northside and the Industrial Substation. The interconnection with FirstEnergy and the behind the meter generation issues have to be sorted out before anything else can advance. The design of the Industrial Substation is critical to adding south side and Glenwood if that is something we would want to pursue. Our thought process was, let's bite off what we can chew and approach the rest later if we need to or want to. Siclair asked they still need reconstruction? Mazur-correct. Siclair noted so the money from this sale could help in that, we don't want too much time to pass before Mazur interjected depreciation and time are not on our side on some of these. Maybe at the start of the year, the Electric Committee can start having discussions on the remainder. Siclair asked how old are these assets? Mazur said the south side and Glenwood substations are about at the 40-year mark.

Roll call vote to approve Ordinance No. 030-21 on First Read
Yea-Durham, Haase, Baer, Bialorucki, Siclair, Comadoll, Knepley
Nay-

Yea-7, Nay-0. Motion Passed.

SECOND READINGS OF ORDINANCES AND RESOLUTIONS

Resolution No. 025-21 – Annual Special Assessments

Council President Bialorucki read by title 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,

GOOD OF THE CITY (Discussion/Action)

Award of the 2021 Street Striping Project

Lulfs reported this project consists of striping all the streets in town that are not part of any ongoing projects. Bids were opened on July 28, 2021 with one bid received from Griffin Pavement Striping, LLC for \$129,334.09 that is slightly over the budgeted amount of \$120,000. I would recommend taking the additional funds needed from what was budgeted for salt as the salt bid come in lower than what was budgeted. It is my recommendation Council award the 2021 Street Striping contract to Griffin Pavement Striping for \$129,334.09. Bialorucki asked do you know why the price is higher, are paint prices or labor costs up? Lulfs said last time the bid come in above budget and we adjusted the budget this year. The bid does seem to go up \$10,000 every two years. In two years when we do this project again, we may need to consider looking at \$150,000. The fact we only had one bid, may mean the other companies would have been higher than 10% above. Maassel asked has this group worked in Napoleon before? Lulfs replied the company that has striped Napoleon for the last decade or so is Zimmerman Paint. Griffin Pavement Striping bought Zimmerman Paint and they have the same personnel. Jack Zimmerman was at the bid opening and said he would be sending the same crews that worked on the previous two contracts. Bialorucki asked if the City has ever looked at purchasing equipment to do the work themselves? Comadoll adamantly stated *No*. Lulfs said the equipment would be too far out of our price range and it is a required skill.

Motion: Comadoll Second: Haase
to award the 2021 Street Striping Project to Griffin Pavement Striping for \$129,334.09

Roll call vote on the above motion:
Yea-Durham, Haase, Baer, Bialorucki, Siclair, Comadoll, Knepley
Nay-
Yea-7, Nay-0. Motion Passed.

Development Agreement with Keller Logistics Group, Inc. for Potential Development of a Spec Bldg

Mazur reported Keller Logistics approached the CIC with an interest in developing a 100,000 to 150,000 sq. ft. spec building. Keller Logistics had owned a building just outside of town, that building has been sold and they are interested in building another facility. Keller Logistics would like a CRA Agreement for up to 10 years with 25% payment in lieu of taxes. We would waive any utility connection fees and provide the electric utility underground to the building including a padmount transformer. We added in corporate membership to the Napoleon Golf Club and to the Napoleon Aquatic Center for employees of their company for three years starting in 2022. This is a significant item and is an additional economic development incentive. This is the first domino that has to fall for the project to go through. The CRA request will need to be approved by respective school board(s), the CIC is responsible for sending those notices out. Keller Logistics is also seeking incentives from the State of Ohio and wanted to ensure the property is secure and they do not get ahead of themselves in applying for and receiving funding through OSAP. This is a key component, all the pieces have to line up. Maassel asked how long do they have? Mazur stated Matt Davis from RGP said it is a one to two month process to review. The developer has committed to completing a Phase 1 site assessment that is a requisite of OSAP funding. Assuming everything comes back okay, then they should be able to move forward with JobsOhio. If it takes one to two months for the OSAP award, that would put the final reading of legislation at about the same time. The purchase price is \$30,300 for 10.1 acres. The developer would be required to have the building completed by April 1, 2023. The developer is interested in having the building ordered by the end of this year and is adamant about the timing and pushing this through. Durham asked is the CRA contingent upon anything? Mazur said upon School Board and City Council approval. The CAUV value deferred property tax payment is the responsibility of the developer. Bialorucki asked why don't we have anything on the number of employees yet? Mazur responded at this time there are no jobs tied to spec buildings. There is a need for modern industrial space. Maassel noted this could be a building for a viable business that is already here and looking to expand. B&B walked away because we did not have an industrial building for them to move into. Mazur added that is a piece of history on losing a company because we did not have a building. The job market is crazy and it is tough to find and retain employees. The incentives are there to help make the spec building project competitive in terms of rates. Overall a lot of housing is still being built. That is a good for attracting and retaining workers. The building market is strong.

Motion: Comadoll

Second: Knepley

to direct the Law Director to draft legislation for a Development Agreement with Keller Logistics Group

Roll call vote on the above motion:

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

Nay-

Yea-7, Nay-0. Motion Passed.

Purchase of Land, Parcel Nos. 280700320000 and 280700320300

Mazur stated at the intersection of Interchange and Commerce there is a 12.9 acre parcel that is adjacent to the city's solar field and behind properties on Independence Drive across the street from the AMPT gas turbines. The six acre parcel was owned by Barb Hogrefe and the second parcel was owned by Gary Hogrefe. Both parcels were purchased by the late Richard Luzny who was working to clean up the property. In 2018 the property was under a nuisance and Phase 1 and Phase 2 Site Assessments were completed. The Phase 1 Assessment is like a background check on a property. Phase 2 is the actual soil testing and ground water testing. A lot of the junk on the property has been cleaned up though there is still a significant amount on the north end of the property. In talking with Richard Luzny before he passed away, he was trying to work on a few leads but could not get anything to materialize. He was spending money to clean the property up. The property is now in the hands of his estate. I reached out to Greg Luzny, executor of the estate, and asked him what the plans were for the property suggesting the city may be interested in the property. Subsequently, a letter was sent to Greg Luzny with an offer of \$95,000 for both parcels that are about 12.91 acres and zoned industrial. The Phase I assessment will need to be updated, any survey work would be on us, any closing cost that are customary for the purchase the city would be responsible for and there are nuisance conditions with junk and debris that we would have to take care of. Baer asked do you have any idea how much it would cost the city to deal with those conditions? Mazur said we would request access to the property and overall have estimated the costs to be about \$25,000 to \$35,000, making the total amount for the City about \$120,000 to \$130,000. I believe this is a good deal because of the opportunity. Why would the city want to buy land and not have a specific designated purpose for it? The answer is the opportunity. You don't find large pieces of land like this to develop. We won't ever again have an opportunity next to the solar field to expand or do a separate project that might include solar or a battery storage project. That opportunity to purchase property and turn it into a project has not existed until now. My first suggestion would be a solar project with it being next to the solar field and would recommend using electric development funds and possible leaving a small space open for battery storage. There are advantages to have battery storage behind your meter. Maassel asked if we sell ten acres to Keller Logistics how many other 10-acre parcels does the city own for potential industrial use? Mazur replied – zero. Maassel noted we need to have ground to put another industrial building up, we are investing for future councils to invest and put up more solar or spec buildings. Mazur pointed out the 7 acres is a difficult piece of property to the south, it is triangular along the ravine. There are 16 acres off of Oakwood but that is not zoned industrial and has wetland characteristics to it with difficulties and challenges. Haase commented I think we need to move on it. Mazur said this is a good value for the city and beneficial for all parties concerned.

Motion: Haase

Second: Siclair

to direct the Law Director to draft legislation for the Purchase of Parcel Nos. 280700320000 and 280700320300

Roll call vote on the above motion:

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

Nay-

Yea-7, Nay-0. Motion Passed.

Proposed Contribution to the Henry County Agricultural Society for the Proposed New Building at the Henry County Fairgrounds

Mazur reported the Henry County Commissioners contributed funding to the Henry County Agricultural Society, who is the Fair Board. The Henry County Ag Improvement Association is the group spearheading the effort for funding of a new building at the fairgrounds. The fairgrounds are a county owned facility/operation. The comment was made does the city want to make a contribution to the project and what would that look like.

Councilman Haase suggested looking at different type of fees that could be waived and utility offsets as our contribution to the project. In specific he said, *give them a discount on their electric bill over a period of time and feather it out*. We have proposed to reduce the electric bill for the facility by 100% for the first full year, 75% for the second year, 50% for the third year and 25% for the fourth year. The fifth year they would receive a bill for 100%. Based on the averages from 2018 and 2019, the electric consumption for the entire facility is about \$28,500/year total. Over four years, that would be an offset of \$71,250. If Council approved, we would waive tap fees and permit fees associated with the project. The largest one would be the electric utility connection fees for 3-phase electric and the transformer. All together that would be about a \$14,000 value, making the total contribution to this project about \$85,000. Maassel asked are we just reducing the potential building's electric cost or the electric cost for the entire fairgrounds? Mazur said for the entire campus. Haase commented I would think they would want a separate transformer and hookup just for that building to keep track of those costs. Lulfs said that was my understanding the new building would be separately metered. Bialorucki said that number could essentially be higher since we are using numbers before the building was built and if they get as much usage with the building as they hope to, there could be more. It would also bring more revenue into the City of Napoleon. Maassel added and to the county as well. Mazur pointed out it could be lower since the rates are lower. Maassel asked do you want to put a cap on? Bialorucki thought that would be a good idea. Did we look at other buildings that are similar to this one and try to gauge what their electric usage was? Mazur replied yes but there are not many. Bowling Green had less than a 5% increase in electric usage for the year. Five percent could potentially be an additional \$4,000 depending on usage. When new buildings are built, they are built with energy efficient products and LED lights. Maassel suggested instead of a tier rate say \$20,000/year for four years. That would be easy to calculate and makes it easier for the Finance Department to track. Mazur said we can just give them a credit of \$20,000/year once their building is open. Harmon asked if their bill is \$15,000 for the first year do you apply \$5,000 to the next year? Mazur suggested doing up to \$20,000/year based on the calendar year and if they don't hit \$20,000 they would only get \$15,000. That would be cleaner than a rolling credit. Durham asked is this something we can do more research on and designate to a committee before we make a decision? Mazur noted Matt Hughes mentioned the application for funding from the state is due sometime in September, I don't know if they require to have something passed quickly or not. Council President Bialorucki referred this item to the Municipal Properties, Building, Land Use and Economic Development Committee.

FINANCE DEPARTMENT UPDATE

Mazur gave a summary of activities from the Finance Department in the past two weeks.

The tax budget was filed with the Henry County Auditor's office. I was assured this was done and it was not. When talking with Don Schonhardt, he asked what was submitted to the county for the tax budget. We discovered in checking with the auditor's office and all our internal documents that nothing was filed. Even though it was passed by Council and we were assured it was going to be filed, it was not done. We did it that day and turned it in. That will be before the Budget Committee on August 12, 2021. The significance is that is our Local Government Funds and other funds that come through the county to municipalities that have to be filed. That would have been very detrimental to the City if that had not been filed.

We completed grant reporting for the original \$15,000 in CARES Act money.

We reviewed the billing determinants. This time I reviewed it with a different set of eyes and it was a little different.

We switched the signatories for the bank accounts. Lori Rausch and I are on the F&M account and Lori Rausch and Shannon Fielder are on the PNC account. When the new Finance Director is hired, my name will come off of there.

Eileen Stanic from Meeder Investments is set to meet with Council in October. She did say we could have a callable in August and one in September. If that happens, it will need to be reinvested.

We had a fraudulent charge on one of the city's credit cards. This is not uncommon and was our second one in six months, the issue is being resolved. The ID theft and hacking continues and that has been resolved. There is not much we can do to prevent these charges from happening again other than limiting our use of credit cards. The AMP credit scoring questionnaire was completed. This happens at least once per year for JV5. All the other JV units are debt free that we are a part of.

The budget forms are being created through Brandy at the Operations Department. The budget forms will be easy to use for the department heads. We will use the same format and will review the budget in the same order. This year we will try to make the font a little bit bigger.

An account was established on the portal for the American Rescue Plan. There is \$589,000 in Federal Funds we are set to receive. The priorities set up for the funds are: revenue replacement of the General Fund, both Chief Mack and Chief O'Brien have items for improvements to their respective departments. We are working with the townships on what those costs would be and their allocations. This is to include dispatch counsel for priority based dispatching that is about \$300,000-\$350,000, and revenue replacement for the water fund. I would not recommend revenue replacement for sewer and electric at this point, there are better places for use like the water project to connect the waterline on the Second River Bridge to the waterline on St. Rt. 110.

We reverted back to the old way of doing purchase order adjustments.

Staffing. Stephanie is helping income tax, Brandy is helping with the budget forms and Lanie is oversight in payroll. Things seem to be working out. We are putting together the debt and budget schedule for the August Finance and Budget Committee meeting. The DTE24 form has to be filed for the TIF district in August. We will continue to monitor how to use ARP funds and track budget adjustments. To date, for budget adjustments we have pool and parks personnel. With Tom Ashbaugh's retirement and pool personnel we did not know what to budget for. The pool has been open every day. We have the Schonhardt supplemental and transfer, there is a request for an additional appropriation for full time fire. The Fire Department has a lot of people on leave for various reasons and have a lot of overtime, they are stretched very thin. As long as the fund does not go negative we are okay, it is not by individual accounts, it is by fund/by the department. We are rolling the month right now. Schonhardt has been used hit and miss. If there is a question, we call him. A call is scheduled for Wednesday to check-in and see how we are doing rolling the month and to make sure we are rolling the month correctly.

AROUND THE TABLE

Durham – It's good to see Chief Mack back.

Haase – It's always good to see both Chiefs.

Baer – No Items.

Bialorucki – No Items.

Maassel - This afternoon at the Henry County Fairgrounds, there was a ceremony for Admiral Alene Duerk who was the first female flight admiral in the US Navy. She was born in Defiance County but grew up in Holgate. She was the first woman promoted to Rear Admiral in the U.S. Navy in 1972. Councilman Baer and myself represented the City, the Mayor of Holgate was there, as well as the Henry County Commissioners, Senator McColley, Rep. Hoops, Congressman Latta, Lt. Gov. Husted and ODOT Director Jack Marchbanks. It was a nice ceremony. Some of her family was there also.

In between Farmers & Merchants and Taco Bell a big excavator is sitting and looks ready to go to work for potential development. It was nice to see something there.

During the ceremony someone received a call about solar companies and they said I am in Napoleon, and the caller said Napoleon solar unfriendly. Solar Unfriendly? We have our own solar field. Think we are solar unfriendly because we do not buy solar from our residents and do not do net metering?

Is the Lynne Avenue project still on for completion the middle of August? Lulfs answered the schedule I received today said they will have it open on the 18th of August. In the last two weeks I swore in Auxiliary Police Officers. The Lady of Justice will be coming back to her post on August 14, 2021. Welcome back Chief Mack.

Sicclair - after that extensive electric report, if there is nothing else to discuss, I will cancel the Electric Committee meeting for next Monday.

This past week, my son had a nice opportunity to job shadow with Justin and Dustin. He intends to go in cyber security in the fall at Four County. They were awesome in taking him around and I thank all the department heads he was able to meet with. It was quite an experience and he is very excited. Sounds like they might want him to come back when they are doing a bigger project. That speaks well for my son to which I am very thankful for.

City of Napoleon, Ohio
CITY COUNCIL SPECIAL MEETING MINUTES
MONDAY, AUGUST 9, 2021 at 5:30 PM

PRESENT

Councilmembers	Joseph D. Bialorucki-President, Daniel Baer-Council President Pro-Tem, Lori Siclair, Jeff Comadoll, Ken Haase, Molly Knepley, Ross Durham
Mayor	Jason P. Maassel
City Mgr/Acting Fin. Dir	Joel L. Mazur
Law Director	Billy Harmon
City Staff	Lanie Lambert, HR Director
Others	News Media
Clerk of Council	Roxanne Dietrich

ABSENT

CALL TO ORDER

Council President Bialorucki called the Special City Council meeting to order at 5:30 pm.

INTRODUCTION OF NEW ORDINANCES AND RESOLUTIONS

Ordinance No. 033-21 – National Opioid Settlement

Council President Bialorucki read by title Ordinance No. 033-21, an Ordinance Accepting the Material Terms of the OneOhio Subdivision Settlement, pursuant to the OneOhio Memorandum of Understanding and Consistent with the Terms of the July 21, 2021 National Opioid Settlement Agreement; and declaring an Emergency.

Motion: Comadoll Second: Durham
to approve First Read of Ordinance No. 033-21

Harmon explained as of Monday last week, we were told by the Ohio Municipal League (OML) and Attorney General's Office that municipalities under 10,000 did not need to sign off but would still get funds allocated. Then on Tuesday of last week, they explained the Attorney General had reached an agreement with AmerisourceBergen, Cardinal Health and McKesson Corporation. The potential amount to Henry County, depending on the level of approval, could be anywhere between \$153,664.08 to \$219,520.12. For the City of Napoleon, and again depending on the level of involvement from the other municipalities, counties and townships, the amount would be somewhere between the range of \$28,238.23 and \$40,340.33. This would be used for specific purposes having to do with some of the drug issues that have been prevalent in the last few years. The funds would need to be used for law enforcement purposes for some of the issues extending from this opioid issue that we have been dealing with here and the State as a whole. My recommendation would be that we approve this and hopefully we get full cooperation from all the other municipalities and counties so that we can get the full \$40,000 and put it to good use attempting to work on some of the opioid issues that plague this region. I believe the total for these three groups was \$804,000,000 for the State of Ohio. Suspension is requested as this is due by this Friday, August 13, 2021. We are also involved in a case against Perdue Pharma, but that case is still pending.

Motion: Comadoll Second: Haase
to suspend the rule requiring three readings of Ordinance No. 033-21

Roll call vote to approve suspension of the rules
Yea-Haase, Baer, Bialorucki, Siclair, Comadoll, Knepley, Durham
Nay-

Yea-7, Nay-0. Motion Passed.

Roll call vote to pass Ordinance No. 033-21 under Suspension and Emergency
Yea-Haase, Baer, Bialorucki, Siclair, Comadoll, Knepley, Durham
Nay-
Yea-7, Nay-0. Motion Passed.

GOOD OF THE CITY (Discussion/Action)

Proposed Contribution to the Henry County Agricultural Society for the Proposed New Building at the Henry County Fairgrounds

Mazur stated there was discussion at the last council meeting regarding contributions from the City to the Henry County Agricultural Society for the Henry County Ag Improvement Association to construct a new building at the fairgrounds. In last week's packet was a draft letter on suggestions made to possibly credit the Fair Board's electric usage for the facility up to a certain amount per year with the savings going towards the cost of the building. It was suggested the proposal should be weighted so, 100% credit the first year, a 75% credit in the second year, 50% for the third year, and a 25% credit for the fourth and final year. Thereafter, the Henry County Agricultural Society would be paying 100% of their bill. Another suggestion was to cap the amount at \$20,000 per year as a credit to their electric bill. The committee met earlier tonight and made the recommendation to Council to credit the electric bill for the entire facility complex at a cap of up to \$20,000 per year to be put towards their project. Should the project not go, there will not be a credit. The savings are to go towards the project of constructing a new building at the Henry County Fairgrounds. Bialorucki pointed out if their bill for electric usage is under \$20,000, the amount does not carryover. Mazur added the credit would be only for four years. Also at the last meeting, I told Council about the grant application Matt Hughes is putting together. I asked Hughes if Council decides to move forward with any kind of contribution and it was passed at the September 7, 2021 council meeting if that would be acceptable for the grant application. Maassel said first reading can be at the August 16, 2021 meeting and then at the September 7, 2021 meeting second reading can be passed under suspension and emergency. Siclair asked this will not affect their chances for receiving the grant? Mazur replied according to Hughes that would be okay if Council wanted to approve and pass something. Anything beyond that cannot be included in the grant application.

Motion: Comadoll Second: Siclair

to direct the Law Director to draft legislation for the city to contribute up to \$20,000/year as a credit to the electric bill for the Henry County Agricultural Society complex for four years once the proposed Henry County Ag Improvement Association building is open at the Henry County Fairgrounds; and to waive the tap and permit fees associated with the project

Roll call vote on the above Motion:

Yea-Haase, Baer, Bialorucki, Siclair, Comadoll, Knepley, Durham
Nay-
Yea-7, Nay-0. Motion Passed.

EXECUTIVE SESSION

Motion: Siclair Second: Haase

to go into Executive Session to consider employment of a public employee

Roll call vote on the above motion:

Yea-Haase, Baer, Bialorucki, Siclair, Comadoll, Knepley, Durham
Nay-
Yea-7, Nay-0. Motion Passed.

City Council went into Executive Session at 5:40 pm

ADJOURN EXECUTIVE SESSION

Motion: Haase Second: Comadoll
to adjourn from Executive Session at 5:59 pm

Roll call vote on the above motion:

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

Yea-7, Nay-0. Motion Passed.

Council President Bialorucki reported no action was taken.

ADJOURNMENT

Motion: Siclair Second: Haase
to adjourn the City Council meeting at 6:00 pm.

Roll call vote on the above motion:

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

Yea-7, Nay-0. Motion Passed.

Approved:

August 16, 2021

Joseph D. Bialorucki, Council President

Jason P. Maassel, Mayor

Attest:

Roxanne Dietrich, Clerk of Council

ORDINANCE NO. 031-21

AN ORDINANCE AUTHORIZING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF NAPOLEON, OHIO, THE COMMUNITY IMPROVEMENT CORPORATION OF HENRY COUNTY, OHIO, AND KELLER LOGISTICS, INC., REGARDING THE CONSTRUCTION OF AN INDUSTRIAL BUILDING WITHIN THE CITY OF NAPOLEON, OHIO; AND DECLARING AN EMERGENCY

WHEREAS, the City desires to encourage commercial and industrial development and create and preserve jobs and employment opportunities within the City; and,

WHEREAS, based on the results of an examination of office and industrial space needs within the City, and induced by and in reliance on the economic development incentives provided in the Economic Development Agreement, Keller Logistics, Inc. expects to build an approximate one hundred thousand (100,000) square foot industrial building in the City; and,

WHEREAS, to facilitate the construction of the industrial building, which the City reasonably expects will result in the creation of new jobs and employment opportunities within the City, the City has agreed to provide certain incentives to the Keller Logistics, Inc., said incentives listed in the Economic Development Agreement, and sell a parcel of real property, which parcel is depicted on EXHIBIT A and referred to as the "Property" in the Economic Development Agreement, to Keller Logistics, Inc. for a purchase price of thirty thousand three hundred dollars (\$30,300.00) and other valuable consideration provided therein, including construction of the industrial building by April 1, 2023; and,

WHEREAS, the City has determined to offer the economic development incentives described therein to induce Keller Logistics, Inc. to construct a facility within the City which the City expects will result in the creation of new jobs and employment opportunities within the City and will improve the economic welfare of the people of the State and the City, all as authorized in Article VIII, Section 13 of the Ohio Constitution.

Now Therefore,

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

Section 1. That, the Economic Development Agreement between the City of Napoleon, Ohio, the Community Improvement Corporation of Henry County, Ohio, and Keller Logistics, Inc., substantially in the form as currently on file in the office of the City Finance Director, is hereby approved and accepted; moreover, the City Manager is both authorized and directed to execute said Agreement.

Section 2. 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 3. 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 4. That, this Ordinance 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; 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. The reason for the Emergency Clause is the fact that this Ordinance is necessary to begin the construction contracting and subcontracting process, begin construction in a timely manner, avoid a foreseeable rise in steel pricing that may affect the feasibility of the project, 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 Ordinance No. 031-21 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. 032-21

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACQUIRE 12.91 ACRES OF LAND, LOCATED WITHIN THE CITY OF NAPOLEON, OHIO; AND DECLARING AN EMERGENCY

WHEREAS, pursuant to City of Napoleon Charter Section 6.01, Council may provide, by ordinance or resolution, a method for the City to purchase, construct, lease, sell, or to otherwise dispose of real property and, tangible or intangible personal property, including the contracting therefor, that may be contrary to any provision of the laws of Ohio.

WHEREAS, the City of Napoleon desires to acquire a certain 12.91 acres of land, located within the City of Napoleon, Ohio; and,

WHEREAS, the City of Napoleon desires to acquire said land for further economic development of the City; **Now Therefore;**

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

Section 1. That, the City of Napoleon authorizes and directs the City Manager to execute any and all documents necessary for the acquisition of twelve and ninety-one one hundredths (12.91) acres of land which is located within the City of Napoleon.

Section 2. That, the properties listed are identified as at the location of the intersection of Commerce Drive and Interchange Drive, Napoleon, Henry County, Ohio; Parcel Number 28-070032.0000 and Parcel Number 28-070032.0300, consisting of twelve and ninety-one one hundredths (12.91) acres of land in total.

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 for the City to begin economic development of the property; 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.

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. 032-21 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. 034-21

A RESOLUTION AUTHORIZING A CONTRIBUTION TO THE HENRY COUNTY AGRICULTURAL IMPROVEMENT ASSOCIATION; AND DECLARING AN EMERGENCY

WHEREAS, the Henry County Agricultural Improvement Association presented a plan to City Council regarding the construction a modern facility for animal shows and general use at the Henry County Fairgrounds; and,

WHEREAS, this Council recognizes that this facility would help attract people to Napoleon and help generate agritourism activity for the betterment of the City, its businesses and its residents, which among several things, creates and preserves jobs and employment opportunities in the City and the State and improves the economic welfare of the people of the City and of the State; and,

WHEREAS, this Council desires to further advance this plan and has determined to financially assist the Henry County Agricultural Improvement Association with the construction of the new facility. **Now Therefore**,

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

Section 1. That, in an effort to further advance the plan as referenced in the preamble of this Resolution, the City Finance Director is directed and authorized to reduce the electric utility rates for this facility as a credit in the amount of twenty thousand dollars (\$20,000) on an annual basis for four (4) years, commencing in the year 2022. The amounts contributed herein are to be capped at twenty thousand dollars (\$20,000) per year, with no authorization of carryover from year to year.

Section 2. That, the four (4) annual credits are contingent upon the construction of the aforementioned facility. If the facility is not constructed, no credit for a reduction in the electric utility rate based on this Resolution shall be made to the Henry County Agricultural Improvement Association without further consideration and authorization from this Council.

Section 3. That, this credit is designated solely for the construction of the new facility. If it is found that the credit or funds saved based on this credit are used for operation of this or other facilities, the City of Napoleon Finance Director is authorized and directed to bill the Henry County Fair Board for the credited amount not used toward said construction.

Section 4. That, this Council authorizes and directs the City Manager to waive any tap fees and/or permit fees associated with the construction of this facility.

Section 5. 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 6. 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 7. 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 for economic projects to timely move forward; projects that will create jobs; 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.

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. 034-21 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. 030-21

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT OR CONTRACTS, FOR THE SALE OF CITY OWNED BULK ELECTRIC SYSTEM (BES) 69KV ASSETS TO AMERICAN MUNICIPAL TRANSMISSION, LLC, A SUBSIDIARY OF AMERICAN MUNICIPAL POWER, INC. (AMP); AND DECLARING AN EMERGENCY

WHEREAS, the City of Napoleon, Ohio owns Bulk Electric System (BES) 138KV assets at the Northside Substation and related equipment; and,

WHEREAS, American Municipal Power, Inc. ("AMP"), is an Ohio nonprofit corporation, organized to own and operate facilities, or to provide otherwise, for the generation, transmission or distribution of electric capacity and energy, or any combination thereof, and to furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of AMP members ("Members"), such Members, including this Municipality, being political subdivisions that operate municipal electric utility systems in Delaware, Indiana, Kentucky, Ohio, Maryland, Michigan, Pennsylvania, Virginia and West Virginia; and,

WHEREAS, American Municipal Transmission, LLC is an Ohio nonprofit limited liability company, and a subsidiary of American Municipal Power, Inc. ("AMP"), organized to own and operate facilities, or to provide otherwise, for the transmission of electric energy, and to furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of AMP's members, including the City of Napoleon, Ohio; and,

WHEREAS, recent Federal Energy Regulatory Commission ("FERC"), North American Electric Reliability Corporation ("NERC") and PJM Interconnection, L.L.C. ("PJM") regulations require Municipality to become a NERC and PJM transmission owner, thereby substantially increasing the number of regulations imposed upon Municipality; and,

WHEREAS, American Municipal Transmission, LLC is willing to purchase the Municipality's transmission facilities in order to relieve the Municipality of the transmission owner obligations and responsibilities associated with the ownership and operation of the aforementioned equipment. **Now Therefore**,

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

Section 1. That, The City Manager is hereby authorized to enter into a contract or contracts with American Municipal Transmission, LLC for the sale of Bulk Electric System (BES) Transmission Elements and related Protection System equipment and appurtenances.

Section 2. That, any other Ordinances and Resolutions or portions of Ordinances and Resolutions inconsistent herewith are hereby repealed, but any Ordinances and Resolutions or portions of Ordinances and Resolutions not inconsistent herewith and which have not previously been repealed are hereby ratified and confirmed.

Section 3. That, it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an

open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

Section 4. 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 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 Ordinance 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, 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 enter into the stated contract 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 Ordinance No. 030-21 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

ASSET PURCHASE AND SALE AGREEMENT

between

THE CITY OF NAPOLEON, OHIO

(Seller)

and

AMP TRANSMISSION, LLC

(Buyer)

Dated _____, 2021

ASSET PURCHASE AND SALE AGREEMENT RELATED TO THE INDUSTRIAL SUBSTATION

This Asset Purchase and Sale Agreement (this "Agreement") is made and entered into this ____ day of _____, 2021 (the "Effective Date"), by and between The City of Napoleon, Ohio, an Ohio municipal corporation ("Seller"), and AMP Transmission, LLC, an Ohio nonprofit limited liability company ("Buyer"). Seller and Buyer are referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Seller owns five (5) 69kV breakers and associated equipment, including current and voltage transformers, station post insulators and associated equipment. Seller also owns 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. Finally, Seller owns as 5.28 miles of 69 kV transmission line between Seller's industrial substation and the Napoleon substation owned by Buyer.

For clarity, the 69 kV facilities and associated equipment, as more particularly described on Exhibit A (collectively the "Equipment") does not include any other facilities and equipment associated with voltages less than 69 kV within the substation footprints.

B. Buyer is an Ohio nonprofit limited liability company, and a subsidiary of American Municipal Power, Inc. ("AMP"), organized to own and operate facilities, or to provide otherwise for the transmission of electric energy, and to furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of AMP's members, including Seller.

C. Buyer is willing to purchase Seller's Equipment to relieve Seller of the transmission owner obligations and responsibilities associated with the ownership and operation of the Equipment.

D. Seller desires to sell, and Buyer desires to purchase, the Equipment and related rights as set forth more fully herein (collectively, the "Transferred Assets") and to provide a lease to Buyer granting access to Buyer to the Transferred Assets, in the form attached as Exhibit B (the "Ground Lease"), on the terms and conditions set forth in this Agreement.

E. To further protect Buyer's rights to access the Transferred Assets, after the transfer of the Transferred Assets, Seller agrees to grant to Buyer perpetual easements and rights of way to access, operate, maintain and otherwise deal with the Transferred Assets and any replacements and substitutions thereof, pursuant to that certain Easement in the form attached as Exhibit C (the "Easement").

F. The Parties acknowledge that, upon completion of the transfer of assets, Buyer agrees to finance and construct necessary replacements or improvements to the existing assets and operate the breaker to the interconnection with American

Transmission Systems, Incorporated ("ATSI") normally closed. Buyer agrees that construction of the necessary replacements or improvements will occur within a commercially reasonable period of time after the execution of this Agreement. Seller agrees that it may be required to undertake improvements of Seller's retained assets in order to achieve the agreed upon transmission replacements and improvements.

G. The Parties have entered into an Operations and Maintenance Agreement ("O&M Agreement") pursuant to which Seller agreed to assume certain responsibilities and implement procedures with respect to the operation and maintenance of previously transferred assets on behalf of Buyer. The Parties will modify the O&M Agreement to the extent necessary to include the Transferred Assets in the existing O&M Agreement.

H. The Parties have entered into an Interconnection Agreement pursuant to which Buyer agreed to provide to Seller in coordination with, but separate from, the transmission service that will be provided by PJM. The Parties will modify the Interconnection Agreement to the extent necessary.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Certain Defined Terms. For purposes of this Agreement, in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings specified:

"Affiliate" of a specified Person means any other Person which, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the Person specified. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether by contract or otherwise. In no event shall Seller or Buyer be deemed to be "Affiliates" of each other for purposes of this Agreement.

"Approvals" means notices to, and approvals, consents, authorizations and waivers from, Persons who are not Governmental Authorities, other than Buyer and Seller.

"Business Day" means any day other than Saturday, Sunday, or any day on which banks located in the State of Ohio are authorized or obligated to close.

"Closing" means the consummation of the Transactions, as measured on the date Buyer transmits the wire for payment of the Estimated Purchase Price made by or on behalf of Buyer to the order of Seller. The Closing shall be deemed to have occurred at 11:59 p.m. on the Closing Date.

“Commercially Reasonable Efforts” means efforts in accordance with reasonable commercial practice for owners and operators of similar assets and without incurrence of unreasonable expense in light of the objective to be accomplished.

“Contract” means any written agreement, lease, license, option, guaranty, right-of-way, evidence of indebtedness, mortgage, indenture, security agreement, purchase order, promissory note or other contract.

“Dispute” means any dispute, controversy or claim arising out of or relating to this Agreement or the other Transaction Documents, or the Transactions, or the breach, termination or invalidity hereof or thereof.

“Encumbrance” means any lien, deed of trust, easement, right of way, equitable interest, option, right of first refusal, preferential purchase right or similar right, pledge, security interest, mortgage, encumbrance of or exception to title, or other similar lien or encumbrance in or on the Transferred Assets.

“Environmental Law” means all Laws relating to pollution or protection of the environment, natural resources or human health and safety, as the same may be amended or adopted, including Laws relating to Releases or threatened Releases of Hazardous Materials (including Releases to ambient air, surface water, groundwater, land, surface and subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, Release, transport, disposal or handling of Hazardous Materials, including CERCLA; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1471 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 8 2601 through 2629; the Oil Pollution Act, 33 U.S.C. §§ 2701 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §§ 11001 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq.; and any similar Laws of the State of Ohio or of any other Governmental Authority having jurisdiction over the Transferred Assets; and regulations implementing the foregoing.

“Governmental Authority” means any (i) federal, state, local, tribal, municipal, foreign or other government, (ii) any governmental, regulatory or administrative agency, board, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, including the North American Electric Reliability Corporation (“NERC”) and the Federal Energy Regulatory Commission (“FERC”), (iii) any court or governmental tribunal, or (iv) any other organization having governmental, regulatory, administrative, taxing or police powers, in each case acting within the scope of its authority or jurisdiction, provided that neither Party shall be deemed to be a “Governmental Authority” for purposes of determining whether its approval of this Agreement is a required governmental consent or License.

“Hazardous Materials” means any chemicals, materials or substances, in whatever form they exist, in each case, which are regulated as pollutants or contaminants, or as

toxic or hazardous under Environmental Law, including petroleum products, asbestos, urea formaldehyde foam insulation, and lead-containing paints and coatings.

"Interim Operational Period" means the period from the Effective Date of this Agreement until the earlier of the Closing or termination of this Agreement.

"Laws" means all statutes, rules, regulations, ordinances, orders, decrees, injunctions, judgments and codes, or other authorization, ruling or restriction having the force of law of any applicable Governmental Authority.

"Licenses" means registrations, licenses, permits, authorizations, notices to, authorizations of, waivers from and other consents or approvals of Governmental Authorities.

"Major Maintenance Spare Parts" means those parts and equipment typically installed and repaired in connection with all significant maintenance performed during scheduled outages and forced outages that relate to the Transferred Assets.

"Material Adverse Effect" means any one or more changes, events, circumstances, conditions or effects, whether known or unknown, accrued or unaccrued, actual or contingent, that is, or would be reasonably likely to be, materially adverse to the results of operations or condition (physical or financial) of the Transferred Assets, taken as a whole, or the ability of a Party (to which the applicable representation, warranty, covenant or condition relates) to own or operate the Transferred Assets or to consummate the Transactions.

"Permitted Encumbrances" means (a) any Encumbrance for Taxes not yet due and payable or for Taxes that are being contested in good faith by appropriate proceedings, including those that are listed on the Schedules as contested proceedings, (b) any Encumbrance arising by operation of Law not due to the willful violation of Law by Seller or its Affiliates, (c) any other imperfection or irregularity of title or other Encumbrance that would not, individually or in the aggregate, materially detract from the value of, or materially interfere with the present use of, the Transferred Assets, (d) zoning, planning, and other similar limitations and restrictions on, including all rights of any Governmental Authority to regulate, a Transferred Real Property Asset, and (e) those Encumbrances listed on Schedule 1.

"Person" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Authority.

"Site" means the real property underlying the Transferred Assets, as more particularly described on Exhibit D, together with all the rights, easements, and appurtenances pertaining thereto.

"Prudent Operating Practices" means the practices, methods, standards and procedures that are consistent with Law and are generally accepted, engaged in and followed during the relevant time period by reasonably skilled, competent, experienced, and prudent owners and operators of generating and transmission facilities in the United

States similar to the Transferred Assets and which, in the exercise of reasonable judgment in light of the facts known or that reasonably should have been known at the time a decision is made, would reasonably be expected to accomplish the desired result in a manner consistent with applicable Laws, codes and standards, equipment manufacturer's recommendations, insurance requirements, manuals, environmental protection, good business practices, reliability, safety and expedition and taking into consideration the requirements of all applicable Licenses, Contracts and, from and after the Effective Date, this Agreement.

"Schedule" means a schedule to this Agreement.

"Tax" or "Taxes" means (i) all sales, use or transaction privilege taxes, real or personal property taxes, recordation and transfer taxes, payroll deduction taxes, franchise taxes, taxes on gross or net income or other monetary obligations imposed, assessed or exacted by any Governmental Authority, and (ii) any interest, penalties, adjustments and additions attributable to any of the foregoing, including any liability for any of the foregoing taxes or other items arising as a transferee or successor, by contract or otherwise.

"Tax Return" means any report, return, information return or other information required to be supplied to a taxing authority in connection with Taxes.

"Transaction Documents" means this Agreement and the Closing Agreements and any other agreement, consent, License, Approval or other document or instrument provided in connection with the Transactions.

"Transactions" means the transactions contemplated on the part of each of the Parties, collectively, by this Agreement and the other Transaction Documents.

"Warranty Claims" means any claims of Seller arising under any express or implied warranties by the manufacturers, vendors or lessors of any of the Transferred Assets.

1.2 Certain Interpretive Matters. In this Agreement, unless the context otherwise requires:

- (a) the representations, warranties and covenants in this Agreement shall have independent significance. Accordingly, if a Party has breached any representation, warranty or covenant contained in this Agreement in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) that the Party has not breached shall not detract from or mitigate the fact the Party is in breach of the first representation, warranty or covenant.
- (b) if any time period set forth in this Agreement expires on a day that is not a Business Day, then the performance period shall be extended until the next Business Day.

ARTICLE 2 BASIC TRANSACTIONS

2.1 Transferred Assets. On the terms and subject to the conditions contained in this Agreement, at Closing, Buyer shall purchase from Seller, and Seller shall sell, convey, assign, transfer and deliver to Buyer, free and clear of all Encumbrances (other than Permitted Encumbrances), all of Seller's right, title and interest in, to and under the following Transferred Assets:

- (a) The "Transferred Real Property Assets" consisting of:
 - (i) the easements in favor of Buyer granted under the Easement; and
 - (ii) Seller's interest in any real property interests included in the Transferred Personal Property Assets.
- (b) The "Transferred Personal Property Assets" consisting of:
 - (i) the Equipment;
 - (ii) the Inventory;
 - (iii) the Major Maintenance Spare Parts;
 - (iv) the Transferred Licenses;
 - (v) Seller's interest in any personal property included in the Transferred Real Property Assets; and
 - (vi) Seller's interest in all unexpired and transferrable manufacturers' and other third-party warranties, guarantees and outstanding Warranty Claims relating to the Transferred Assets.

2.2 Assumed Liabilities. From and after Closing, Buyer shall assume and pay, discharge and perform only those obligations and liabilities first arising after the Closing Date that are related to or incurred in connection with the Assigned Contracts or Transferred Licenses and other matters noted on Schedule 2, if any (collectively, the "Assumed Liabilities"). Notwithstanding anything in this Agreement or any other Transaction Document to the contrary, Buyer is not assuming any other liability, responsibility or obligation hereunder. By way of clarification, if a liability arose on or prior to Closing, the liability shall remain the responsibility of Seller.

2.3 Purchase Price. The purchase price for the Transferred Assets shall be five million, five hundred thirty-seven thousand, seven hundred thirty-seven dollars and sixty two cents (\$5,537,737.62) (the "Purchase Price").

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer, except as qualified by or disclosed in the Schedules, as follows (for purposes of this Agreement and the Schedules, a matter disclosed in one section of the Schedules shall be deemed disclosed with respect to other representations and warranties of Seller in this Agreement if it is reasonably apparent on the face of the disclosure of the matter):

3.1 Formation and Power. Seller is a municipal corporation duly formed and existing under the laws of the State of Ohio, and has full right, power and authority to own the Transferred Assets, and to enter into this Agreement and perform all of its obligations with respect to the Transactions, except where the failure to have such right, power and authority would not have a material effect adverse to Seller's right to consummate the Transactions.

3.2 Binding Obligations of Seller.

- (a) The execution, delivery and performance of this Agreement and the Closing Agreements by Seller and the consummation of the Transactions by Seller have been duly and effectively authorized by all necessary actions of Seller. This Agreement has been, and upon their execution, each Closing Agreement will have been, duly executed and delivered by Seller.
- (b) This Agreement constitutes the legal, valid and binding obligation of Seller and is enforceable against Seller, and the Closing Agreements will, upon delivery at Closing, constitute the legal, valid and binding obligations of Seller and will be enforceable against Seller, in each case in accordance with the respective terms contained therein.

3.3 No Breach or Conflict. The execution, delivery and performance by Seller of this Agreement and by Seller of the Closing Agreements to which it is or will be a party, and the consummation of the Transactions by Seller do not conflict with or result in a breach of any provision of the organizational documents of Seller.

3.4 Approvals.

- (a) The execution, delivery and performance of this Agreement and the Closing Agreements to which Seller is or will be a party and the consummation of the Transactions by Seller do not require any Approvals to be obtained by Seller that have not been obtained.
- (b) The execution, delivery and performance of this Agreement and the Closing Agreements to which Seller is or will be a party and the consummation of the Transactions by Seller do not require any License or any filing with any Governmental Authority to be obtained or made by Seller.

3.5 Licenses. All Licenses that are held by Seller as a named permittee in connection with the ownership and operation of the Transferred Assets in the manner in which they are currently owned and operated are in full force and effect. Seller has delivered to Buyer a true and correct copy of each of the Licenses. Seller has not previously transferred or assigned any right, title or interest under any of the Licenses. To the Knowledge of Seller,

there are no proceedings pending or threatened to revoke or modify any License in any material respect.

3.6 Compliance with Law. The Transferred Assets have been and are currently operated in compliance with all Licenses and all applicable Laws. Seller is not, and has not been, in violation of or in default under any Law applicable to it or the Transferred Assets, and Seller has filed or caused to be filed timely all material forms, reports, statements, and other documents required to be filed by it with all Governmental Authorities with respect to the Transferred Assets, and those filings were prepared in compliance with applicable Law.

3.7 Environmental Matters.

- (a) Seller has not conducted or permitted the conduct of operations or activities at the real property underlying the Transferred Real Property Assets (the "Subject Property") in violation of any Environmental Law. Seller has not received any written notice by a Governmental Authority to Seller or its Affiliates of a material violation of any Environmental Law by Seller or relating to the Subject Property. There are no environmental reports, studies, analyses, tests or monitoring results possessed by Seller or of which Seller is aware pertaining to Hazardous Materials in any regulated amount at, in, on, under or over the Subject Property or the Transferred Assets that would disclose any violation of any Environmental Law.
- (b) With respect to the Transferred Assets, Seller has not handled or disposed of any material amount of Hazardous Materials at the Subject Property or otherwise involving any of the Transferred Assets in violation of Environmental Law, or arranged for the disposal of any regulated amount of Hazardous Materials at or from the Subject Property or related to the Transferred Assets in violation of Environmental Law.
- (c) No written notice or written claim has been filed or threatened against Seller with respect to the Transferred Assets alleging any failure to comply with, or any violation of or liability under, any Environmental Law.

3.8 Transferred Assets.

- (a) Exhibit D contains the separate legal description of the Subject Property. Except in conjunction with the Transactions, none of Seller or any of its Affiliates has entered into any material leases, subleases, licenses, concessions or other agreements granting to any party or parties the right to use or occupy all or any portion of the Subject Property, other than access easements for third party maintenance or service personnel in the ordinary course of business; the Subject Property is not subject to any commitment, right of first offer, or other arrangement for the sale, transfer or lease thereof to any third party (other than pursuant to this Agreement).
- (b) Exhibit A contains a complete listing of the Transferred Personal Property Assets.

- (c) Seller holds good and marketable title to, and is the record owner of fee simple title to, the Subject Property, the Transferred Assets, and related rights, free and clear of all Encumbrances, other than Permitted Encumbrances.

3.9 Litigation and Condemnation Proceedings. There are no material proceedings pending or, to Seller's knowledge, threatened at law or in equity against or relating to any or all of the Transferred Assets or Seller's ownership or operation thereof. There is no condemnation proceeding pending or, to Seller's knowledge, threatened against any part of the Transferred Assets. There are no proceedings at law or in equity pending or, to Seller's knowledge, threatened against Seller or its Affiliates with respect to the Transactions or the Transferred Assets, (i) relating to the execution or delivery of this Agreement, or (ii) which could materially delay, prevent, result in rescission or material modification of or otherwise unwind the Transactions or any material portion thereof.

3.10 Condition of the Transferred Assets. The Transferred Assets are in good operating condition, reasonable wear and tear excepted. Seller has furnished Buyer with copies of all maintenance, operating, performance, financial, warranty and other reports in its possession related to the Transferred Assets as Buyer reasonably requests. Seller does not have knowledge of any material defect in any of the Transferred Assets.

3.11 Inspection and Acceptance. Buyer may, but is not required, to visit Seller's facilities to inspect the Transferred Assets not later than ten (10) business days prior to closing. Buyer may reject any Transferred Assets that contain defective materials or workmanship or do not conform to Buyer's specifications prior to closing.

3.12 Tax Matters. Excluding any Taxes on gross or net income or gain, Seller has filed or caused to be filed all Tax Returns required to have been filed by or for it (other than those for which extensions were requested and obtained in a timely manner) with respect to any Tax relating to the Transferred Assets (collectively, "Seller's Tax Returns"), and Seller has paid all Taxes that have become due as indicated thereon and that were required to be paid by or for Seller. All of Seller's Tax Returns relating to the Transferred Assets are true, correct and complete in all material respects. No written notice of deficiency or assessment has been received by Seller from any taxing authority with respect to liabilities for Taxes of Seller in respect of the Transferred Assets, which have not been fully paid or finally settled, or if not fully paid or finally settled, any deficiency and assessment is being contested in good faith through appropriate proceedings. There are no outstanding agreements or waivers extending the applicable statutory periods of limitation for Taxes of Seller associated with the Transferred Assets. All Taxes required to be withheld, collected or deposited by Seller have been timely withheld, collected or deposited and, to the extent required, have been paid to the relevant Tax authority.

3.13 Brokers. No broker, finder, investment banker or other Person is entitled to any brokerage, finder's or other fee or commission in connection with this Agreement or the Transactions based upon any agreements or arrangements or commitments, written or oral, made by or on behalf of Seller or any Affiliate of Seller by which the Transferred Assets or Buyer could be bound, before, from or after Closing.

3.14 Insurance. The Transferred Assets are self-insured by Seller.

3.15 Absence of Certain Changes. To Seller's knowledge, no condition or effect exists that, individually or in the aggregate with any other conditions or effects, is or would reasonably be expected to be materially adverse to the ownership or operation of the Transferred Assets.

3.16 Undisclosed Liabilities. Seller has no liability or obligation with respect to the Transferred Assets (whether accrued or unaccrued, known or unknown, absolute or contingent), except for (i) Permitted Encumbrances, (ii) matters that have been recorded on Seller's financial statements, and those obligations that have arisen thereafter in the ordinary course of business, and (iii) those obligations which individually or in the aggregate are not material with respect to the ownership or operation of the Transferred Assets.

3.17 No Other Representations or Warranties. Seller makes no other representations or warranties except for those expressly made in this Agreement and Seller expressly disclaims all other warranties of any kind, express or implied.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this Article 4, except as qualified by or disclosed in the Schedules as follows (for purposes of this Agreement and the Schedules, a matter disclosed in one section of the Schedules shall be deemed disclosed with respect to other representations and warranties of Buyer in this Agreement if it is reasonably apparent on the face of the disclosure of the matter):

4.1 Organization and Power. Buyer is a non-profit limited liability company organized and existing under the laws of the State of Ohio and has full right, power and authority to enter into this Agreement, to own its assets and to perform all of its obligations with respect to the Transactions.

4.2 No Breach or Conflict. The execution, delivery and performance by Buyer of this Agreement and of the Closing Agreements to which it is or will be a party, and the consummation of the Transactions by Buyer do not conflict with or result in a breach of any provision of the organizational documents of Buyer.

4.3 Approvals and Buyer's Required Regulatory Approvals.

- (a) The execution, delivery and performance of this Agreement and the Closing Agreements by Buyer and the consummation of the Transactions by Buyer have been duly and effectively authorized by all necessary internal actions of Buyer.
- (b) This Agreement has been, and upon its execution of each Closing Agreement to which Buyer is a party, each Closing Agreement will have been, duly executed and delivered by Buyer.
- (c) This Agreement constitutes the legal, valid and binding obligation of Buyer and is enforceable against Buyer, and the Closing Agreements will, upon delivery at Closing, constitute the legal, valid and binding obligations of Buyer and will be

enforceable against Buyer, in each case in accordance with the respective terms contained therein, subject to the Enforceability Exceptions.

- (d) The execution, delivery and performance of this Agreement and the Closing Agreements and the consummation of the Transactions by Buyer do not require any material License or any material filing with any Governmental Authority to be obtained or made by Buyer.

4.4 Litigation. There are no proceedings pending or, to Buyer's knowledge, threatened against Buyer or its Affiliates with respect to the Transactions at law or in equity, (i) relating to the execution or delivery of this Agreement, or (ii) which would reasonably be expected to delay, prevent, result in rescission or modification of or otherwise unwind the Transactions or any portion thereof.

4.5 No Other Representations or Warranties. Buyer makes, no other representations or warranties except for those expressly made in this Agreement and Buyer expressly disclaims all other warranties of any kind, express or implied.

ARTICLE 5 COVENANTS OF SELLER AND BUYER

5.1 Commercially Reasonable Efforts to Close. Subject to the terms and conditions provided herein, each of the Parties agrees to use its Commercially Reasonable Efforts to close, consummate and make effective the Transactions, and for the satisfaction of all other conditions to Closing set forth herein that it is required to satisfy (or to cause to be satisfied) to proceed with Closing.

5.2 Expenses. Whether or not the Transactions are consummated, except as otherwise provided in this Agreement, all costs and expenses incurred in connection with this Agreement and the Transactions shall be paid by the Party incurring those expenses, and Buyer shall pay the filing fees and expenses in connection with any filing it makes with FERC in connection with the Transactions. Notwithstanding the foregoing, documentary transfer fees, if any, and recording costs and charges respecting real property shall be shared by the Parties equally unless otherwise provided herein.

5.3 Tax Matters.

- (a) Subject to Section 5.2, all transfer, documentary, sales, use, stamp, registration, value added and other Taxes and fees (including any penalties and interest) incurred in connection with this Agreement, the Ground Lease, the Easement and other Transaction Documents (including any real property transfer Tax and any other similar Tax) shall be borne by Seller. Seller shall, at its own expense, timely file any Tax Return or other document with respect to those Taxes or fees (and Buyer shall cooperate with respect thereto as necessary).
- (b) Each Party shall use Commercially Reasonable Efforts to cooperate fully with the other Party, as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns pursuant to this Agreement and any Proceeding with respect to Taxes associated with the Transactions. Consistent

with their respective document retention policies, each Party agrees to retain all of its books and records with respect to Tax matters pertinent to the Transferred Assets relating to any taxable period beginning before the Closing Date until the expiration of the applicable statute of limitations and to abide by all record retention agreements entered into with any taxing authority.

- (c) Seller agrees that the valuation methodology and conclusion accurately reflect the value of the Transferred Assets and enable Buyer to comply with FERC accounting requirements, if applicable, or other legal or accounting requirements.

5.4 Post-Closing Delivery and Retention of Records. Within ten (10) days following Closing, Seller shall deliver to Buyer all books, records and data pertaining exclusively to the Transferred Assets (other than those relating to the financial performance of Seller) in Seller's possession or control or reasonably available to Seller, in each case other than Excluded Assets; provided, that, any electronic correspondence and files stored on equipment and media that are not material need not be delivered, but shall be provided as reasonably requested by Buyer. Seller shall be entitled to make at its own expense and retain copies of the records pertaining to the Transferred Assets as needed in connection with Tax Returns or other filings with or notices to Governmental Authorities. Each Party shall (a) hold all records pertaining to the Transferred Assets and not destroy or dispose of any records for a period of seven (7) years following the Closing Date, or if any records pertain to any Proceeding pending at the conclusion of the seven-year period, until the Proceeding is finally resolved and the time for all appeals has been exhausted, and (b) for seven (7) years following Closing, allow the other Party and its accountants and counsel upon reasonable request, during normal business hours, reasonable access to the records pertaining to the Transferred Assets which it holds (other than those constituting Excluded Assets) at no cost, other than costs of copying and other reasonable out-of-pocket expenses; provided, however, that these obligations will not apply to any records subject to any attorney-client privilege; and provided, further, that in the event of any Proceeding relating to the Transferred Assets, nothing herein shall limit either Party's rights of discovery under applicable Law.

5.5 Post-Closing Cooperation. After Closing, upon prior reasonable written request, each Party shall use Commercially Reasonable Efforts to cooperate with the other Party in further evidencing and consummating the Transactions. The requesting Party shall reimburse the cooperating Party for any reasonable out-of-pocket expenses paid or incurred by the cooperating Party as a result of any requested cooperation.

5.6 Confidentiality.

- (a) Unless and until the Closing occurs, Seller shall keep confidential, except as may be approved in writing by Buyer, or as may be required under applicable Law, (1) any and all information received, created, or maintained by Seller related to any Seller owned or operated utility the release of which would more likely than not provide or create a competitive disadvantage to any of Seller's owned or operated utilities or be of economic value to a competitor or a person other than Seller, including information related to Seller's assets, operations or prospects, which is either non-public, confidential or proprietary, or (2) any and all analyses,

compilations, data, studies or other documents prepared by or for Buyer relating to the Transferred Assets that contains information described in clause (1) above (the "Buyer Confidential Information"). Buyer shall keep confidential, except as may be approved in writing by Seller, or as may be required under applicable Law, (1) any and all information received by or in the possession of Buyer relating to Seller's business, assets, operations or prospects and/or relating to the Transferred Assets which is either non-public, confidential or proprietary, or (2) any and all analyses, compilations, data, studies or other documents prepared by or for Buyer or Seller relating to the Transferred Assets or Seller and its Affiliates (collectively, the "Seller Confidential Information," and together with the Buyer Confidential Information, the "Confidential Information").

- (b) Notwithstanding anything in this Agreement to the contrary, each party hereto agrees that each Party (and any person or entity to which Confidential Information is disclosed by the Party as permitted hereby) may disclose Confidential Information to the extent reasonably necessary to: (i) its regulators; (ii) its auditors; (iii) persons who need to know the tax treatment and tax structure of the transactions contemplated by this Agreement; and (iv) the extent otherwise requested by any governmental agency, regulatory authority (including any self-regulatory organization claiming to have jurisdiction) or any bank examiner.
- (c) Nothing in this Agreement shall bar the right of either Party to seek and obtain from any court injunctive relief against conduct or threatened conduct which violates this Section 5.6.
- (d) Neither Party shall issue any external press releases, communications or disclosures concerning the Confidential Information or the Closing, without the other Party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, except those releases, communications or disclosures which are otherwise required by Law.

5.7 Risk of Loss/Casualty/Takings. DURING THE INTERIM OPERATIONAL PERIOD, ALL RISK OF LOSS OR DAMAGE TO THE TRANSFERRED ASSETS SHALL, AS BETWEEN SELLER AND BUYER, BE BORNE BY SELLER.

ARTICLE 6 ADDITIONAL COVENANTS OF SELLER AND BUYER

Seller and Buyer, as applicable, hereby additionally covenant, promise and agree as follows:

6.1 Access and Information. Throughout the Interim Operational Period, Seller shall, upon reasonable notice from Buyer: (1) provide Buyer and its Representatives reasonable access to the books and records and other documents and data related to the Transferred Assets and Assumed Liabilities; (2) furnish Buyer and its Representatives with financial, operating and other data and information related to the Transferred Assets as Buyer or any of its Representatives may reasonably request; (3) reasonably cooperate with Buyer in its investigation of the Transferred Assets; (4) provide Buyer with copies of

any proposed amendment to any Assigned Contract and any proposed new Contract relating to the Transferred Assets of which Seller is aware; (5) provide Buyer with copies of any correspondence or notice asserting or threatening the assertion of a default under or termination of any Assigned Contract relating to the Transferred Assets; and (6) to the extent practicable under the circumstances, notify Buyer in advance of the commencement of any maintenance or capital project on the Transferred Assets that is expected to involve the expenditure of at least \$25,000. No investigation by Buyer or information received by Buyer shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller in this Agreement.

6.2 Operations During Interim Operational Period. Except as authorized by Buyer in writing, from the Effective Date until Closing or termination of this Agreement, Seller shall maintain, or cause to be maintained, the Transferred Assets in the ordinary course of business consistent with past practices and in accordance with Prudent Operating Practices and in compliance with applicable Law; provided, that, this obligation shall not be deemed to require Seller to make any capital or maintenance expenditures other than those that would be part of the normal course of business.

6.3 Notice of Certain Events. Buyer's receipt of information pursuant to this Section shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller in this Agreement and shall not be deemed to amend or supplement any schedule to this Agreement, except as otherwise provided in this Agreement.

6.4 Right of First Offer. Except as provided below, if Buyer hereafter seeks to sell or dispose of all or substantially all of the Transferred Assets or any entity in which those assets comprise all or substantially all of its assets, whether by way of a sale of securities, merger, consolidation or similar proceeding, to any unaffiliated third party (a "Triggering Event"), Buyer hereby grants to Seller a right of first offer to acquire those assets. If Buyer seeks to enter into a Triggering Event, it shall provide written notice of the proposed Triggering Event prior to the date Buyer seeks to enter into the Triggering Event, or to commence offering that opportunity to another Person. Seller shall have twenty (20) days after the date of Buyer's notice to notify Buyer in writing of its intent to acquire the assets or equity subject to that transaction. If Seller submits an offer for any of the assets or equity, it must submit an offer to acquire all of those assets or equity and the related liabilities, unless the Parties otherwise agree. The Parties shall have forty-five (45) days after Seller notifies Buyer in writing of its intent to acquire such assets or equity to negotiate the principal business terms of that transaction which shall consist of the net book value of the assets at the time of closing, as well the remaining useful life, which determination shall be consistent with the valuation methodology used to determine the purchase price set forth herein. If they agree on those terms, then they shall continue to prepare definitive documents to effect that transfer on mutually acceptable terms during the next seventy-five (75) days. If at the end of that time, the parties are unable to consummate that transaction, then Buyer shall be free to sell those assets or equities to any other potential purchaser for a price not materially less than the net book value, provided that the revenue from any sale to any unaffiliated third party in excess of the net book value shall be divided evenly between Buyer and Seller.

This right of first offer shall not apply to: (a) ordinary course retirements, replacements or additions to the Transferred Assets; or, (b) any transaction not involving all or substantially all of the Transferred Assets or their replacements.

6.5 Right to Lease-Back. If Buyer is not permitted to recover all or substantially all of its costs, plus a FERC-approved margin through its FERC-approved tariff, or in the event that Buyer's survey or title search identify any issues that would materially and negatively impact Buyer's ownership or operation of the Transferred Assets, then Buyer shall provide notice in writing to Seller. Upon such notice, Seller shall enter into an operating lease to cover Buyer's costs (i.e., Buyer's cost of interest carrying costs, depreciation, and any FERC-required interest) for a term that extends until the assets become available for cost recovery. This right shall not extend beyond the final adjudication of Buyer's request for such cost recovery before the FERC.

6.6 Conduct Pending Closing. Prior to Closing or termination of this Agreement, unless Seller shall otherwise consent in writing, Buyer shall not take any action which would cause any of Buyer's representations and warranties set forth in Article 4 to be materially inaccurate as of Closing.

6.7 Notice Certain Events. During the Interim Operational Period, after obtaining knowledge of any event below, Buyer shall promptly notify Seller in writing of (but only to the extent affecting the Transferred Assets, Assumed Liabilities or ability of the Parties to consummate the Transactions):

- (a) any fact, circumstance, event or action the existence, occurrence or taking of which (A) has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on Buyer's ability to consummate the Transactions, without regard to the giving of notice or any opportunity to cure, (B) has resulted in any representation or warranty made by Buyer in Article 4 not being true and correct or (C) has resulted in the failure of any of the conditions set forth in Section 8.2, Section 8.3, Section 8.5 or Section 8.7 to be satisfied;
- (b) any material written notice or other written material communication from any Person received by it alleging that the consent of the Person is or may be required in connection with the transactions contemplated by this Agreement; and
- (c) any material written notice or other material written communication from any Governmental Authority received by it in connection with the Transactions, the Transferred Assets or the Assumed Liabilities.

For purposes of determining the accuracy of the representations and warranties of Seller contained in this Agreement and for purposes of determining satisfaction of the conditions set forth in Section 8.2, any subsequent updates shall not cure any breach of that representation or warranty unless Buyer expressly waives that breach. If any occurrence, event or change individually or in the aggregate, materially and adversely affects the Transferred Assets which cannot be cured by Closing, Buyer shall have the right to terminate this Agreement. In addition, Buyer may consummate the Transactions and

preserve its rights with respect to that breach of representation or warranty thereafter, unless Buyer expressly states to the contrary in a written instrument.

ARTICLE 7 CONDITIONS TO CLOSING

The obligations of Buyer and Seller to consummate the Transactions at Closing shall be subject to fulfillment at or prior to Closing of the following conditions, unless Buyer or Seller, as applicable, waives the condition in writing:

7.1 Termination of Agreement. This Agreement shall not have been duly terminated.

7.2 Representations and Warranties. As a condition to a Party's obligation to consummate the Transactions, the representations and warranties of the other Party set forth in this Agreement shall be true and correct as of the Closing Date as though made on the Closing Date.

7.3 Performance by Buyer and Seller. Buyer and Seller shall have each performed and complied in all material respects with all of its respective agreements, obligations and covenants (including but not limited to those set forth in Articles 5, 6 and 7) hereunder during the Interim Operational Period.

7.4 Transfer of Licenses. All Transferred Licenses that lawfully may be transferred on or prior to Closing shall have been transferred to Buyer at Closing.

7.5 No Restraint. There shall be no:

- (a) Injunction, restraining order or order of any nature issued by any court of competent jurisdiction or Governmental Authority of competent jurisdiction which directs that the Transactions shall not be consummated as herein provided and no Proceeding has been commenced by a Governmental Authority seeking to do any of the foregoing; or
- (b) Law enacted which would render the consummation of the Transactions illegal or Law enacted that would prohibit or materially increase the cost of the owning or operating the Transferred Assets.

7.6 Closing Agreements. Buyer and Seller and any of their respective Affiliates which are parties to any Closing Agreements shall have executed and delivered the respective Closing Agreements to be executed by that Party or others, as appropriate.

7.7 Material Adverse Effect. No change, event, circumstance, condition, or effect shall have occurred from and after the Effective Date and is continuing that, individually or in the aggregate with any other changes, events, circumstances, conditions or effects, is or would reasonably be expected to be adversely material on the ability of the Buyer to own or operate the Transferred Assets.

7.8 Ongoing Repairs, Maintenance and Improvements. Seller shall have completed all repairs, maintenance and improvements for the Transferred Assets scheduled to have been completed through the Closing Date.

7.9 FERC Approvals. The Parties shall have received FERC acceptance of all agreements related to the Transferred Assets that are required to be filed with FERC and FERC acceptance of all agreements related to the assignment and amendment of the Interconnection and Operating Agreement that are required to be filed with FERC.

ARTICLE 8 CLOSING

8.1 Closing. The Closing provided for in this Agreement will take place on the Closing Date as Buyer and Seller may mutually agree in writing. At Closing, subject to the terms and conditions hereof, Buyer and Seller shall deliver or cause to be delivered to each other all the documents, instruments and other agreements required pursuant to Articles 8 and 9 to be executed and delivered for Closing, in each case duly executed by an authorized signatory of Buyer and Seller or other applicable Person and, if applicable, acknowledged and in due form for recording (collectively the "Closing Agreements").

8.2 Closing Agreements. Subject to the terms and conditions hereof, at the Closing, Buyer and Seller, as applicable, shall deliver, or cause to be delivered, the following to the other Party (and third parties, as applicable), in mutually acceptable form, that approval not to be unreasonably withheld:

- (a) An amount in immediately available funds, by way of wire transfer from Buyer to an account or accounts designated at the order of Seller, equal to the Purchase Price;
- (b) a Bill of Sale and Assignment executed by Seller transferring all of the Transferred Personal Property;
- (c) an Assignment and Assumption of Rights Agreement executed by Buyer;
- (d) the Ground Lease Agreement;
- (e) the Easement;
- (f) Certified copies of the resolutions of the Party's governing board or bodies, as needed, authorizing the execution, delivery and performance of this Agreement and the Transactions;
- (g) A certificate of the Secretary or Associate Secretary of the Party identifying the name and title and bearing the signatures of the officers of that Party, authorized to execute and deliver this Agreement, each Closing Agreement to which it is a party and the other agreements contemplated hereby;
- (h) Evidence, in form and substance reasonably satisfactory to Seller, of the receipt by the applicable party of its Required Regulatory Approvals;

- (i) To the extent available, originals of all of the Assigned Contracts constituting Transferred Assets, and, if the originals are not available, true and correct copies thereof, and required assignments to transfer the Assigned Contracts, duly executed by Seller and the counterparty (subject to Section 5.9);
- (j) Documents, if any, necessary to transfer any of the Transferred Assets not covered by the foregoing or as reasonably requested by Buyer;
- (k) Certificates of non-foreign status in the form required by Section 1445 of the Code duly executed by Seller; and
- (l) All the other agreements, documents, instruments and writings required to be delivered by the other Party at or prior to the Closing Date pursuant to this Agreement or reasonably requested by the other Party in connection with the Transactions.

ARTICLE 9 TERMINATION

9.1 Termination. This Agreement may be terminated prior to Closing only:

- (a) At any time, by mutual written consent of Seller and Buyer;
- (b) By either Party upon written notice to the other Party if any Governmental Authority having competent jurisdiction has issued a final, non-appealable order, decree, ruling or injunction (other than a temporary restraining order) or taken any other action permanently restraining, enjoining or otherwise prohibiting the Transactions;
- (c) By Buyer or Seller, as applicable, pursuant to other provisions of this Agreement.
- (d) By a Party if there has been a misrepresentation with respect to the other Party's representations and warranties in this Agreement, or a default or breach by that other Party with respect to its covenants or agreements contained in this Agreement, any of which individually or in the aggregate would result in the material failure to satisfy one or more of the conditions to the Closing set forth in Section 8.1 or Section 8.2, as applicable, but not including any of those covenants that are not fulfilled due to the actions or inactions of the Party seeking termination, and the misrepresentation, default or breach is not cured within sixty (60) days (a "Cure Period");
- (e) By either Party upon written notice to the other, if all conditions set forth in Article 8, other than those that are within the control of the other Party, have been satisfied (other than conditions which by their nature are to be satisfied at the Closing) and that party refuses to close the transaction within thirty (30) days of written notice by the Party seeking to terminate that it is ready, willing and able to close and that the conditions noted in this subsection have been satisfied.

9.2 Effect of Termination. If this Agreement is validly terminated pursuant to Section 9.1, the Parties shall have no further obligations or liabilities hereunder, except

as expressly provided in this Agreement, including Section 5.7; provided that nothing in this Section 9.2 shall relieve any Party from liability for any fraudulent, reckless or willful breach of this Agreement by the Party prior to termination of this Agreement.

ARTICLE 10 INDEMNIFICATION

10.1 Indemnity by Buyer. To the fullest extent permitted by law, Buyer shall indemnify, defend, and hold harmless Seller and its trustees, members, officers, employees, agents, and their subsidiaries and affiliates (collectively "Seller Indemnified Parties") from and against all claims, damages, losses, fines, penalties, and expenses arising out of or in connection with the Transaction, relating to or resulting from:

- (a) The material breach of any representation or the breach of any warranty made by Buyer in this Agreement or any other Closing Agreement or Buyer's Closing Certificate;
- (b) the material breach of any covenant or agreement made or undertaken by Buyer in this Agreement or any other Closing Agreement; or
- (c) the Excluded Assets or the Excluded Liabilities.

Buyer's indemnification obligation exists regardless of whether or not the claim, damage, loss, fine, penalty, or expense is caused in part by one or more of the Seller Indemnified Parties. But this section does not obligate Buyer to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

In claims against one or more of the Seller Indemnified Parties by any direct or indirect employee of Seller, a subcontractor, or a person or entity for whom Seller or a subcontractor may be liable, the indemnification obligation will not be limited by a limitation on the amount or type of damages or penalties. Buyer's indemnification obligation will survive termination of this Agreement.

10.2 Purchase Price Adjustment. Solely for Tax account and reporting purposes, the Parties agree to treat all payments made pursuant to this Article 10 as adjustments to the Purchase Price unless otherwise required by applicable Law or taxing authority interpretations thereof.

ARTICLE 11 GENERAL PROVISIONS

11.1 Notices. All notices, requests, demands, waivers, consents and other communications hereunder shall be in writing, shall be delivered either in person, by overnight air courier or by mail, and shall be deemed to have been duly given and to have become effective (a) upon receipt, if delivered in person, (b) one (1) Business Day after having been delivered to an air courier for overnight delivery, (c) upon transmission by e-mail or facsimile if sent before 5:00 p.m. local time of the recipient on a Business Day, or on the next Business Day if sent thereafter, or (d) five (5) Business Days after having been deposited in the U.S. mail as certified or registered mail, return receipt requested,

all fees prepaid, directed to the Parties or their permitted assignees at the following addresses (or at another address as shall be given in writing by a Party):

If to Seller, addressed to:

City of Napoleon, Ohio
255 West Riverview Avenue, PO Box 151
Napoleon, Ohio 43545
Attn: Joel Mazur
Phone: 419-592-4010
E-Mail: jmazur@napoleonohio.com

With a copy to:

Law Director, City of Napoleon, Ohio
255 West Riverview Avenue, PO Box 151
Napoleon, Ohio 43545
Attn: Billy D. Harmon
Phone: 419-592-4010
E-Mail: bharmon@napoleonohio.com

If to Buyer, addressed to:

AMP Transmission, LLC
1111 Schrock Road, Suite 100
Columbus, OH 43229
Attn: Pamala M. Sullivan
Phone: 614-540-0971
E-Mail: psullivan@amppartners.org

with a copy to:

AMP Transmission, LLC
1111 Schrock Road, Suite 100
Columbus, OH 43229
Attn: Lisa McAlister
Phone: 614-540-1111
Fax: 614-540-6397
E-Mail: lmcaster@amppartners.org

11.2 Successors and Assigns. The rights of the Parties under this Agreement shall not be assigned or transferred nor shall the duties of either Party be delegated without the prior written consent of the other Party in its sole discretion; provided, that Buyer may, without Seller's consent, assign some or all of its rights, interests or obligations hereunder, in whole or in part to an Affiliate. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the Parties hereto and their respective successors and permitted assignees. Nothing contained in this Agreement, express or implied, is intended to confer upon any Person (other than the Parties hereto and their permitted assignees) any benefits, rights or remedies under or by reason of this Agreement.

11.3 Counterparts. This Agreement may be executed in two or more original counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Counterparts may be delivered by facsimile or other electronic methods and shall be effective upon that delivery as if a signed original

had been delivered at that time to the other party.

11.4 Captions and Paragraph Headings. Captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

11.5 Entirety of Agreement; Amendments. This Agreement (including the Schedules, Appendices and Exhibits hereto) and the Closing Agreements contain the entire understanding between the Parties concerning the Transactions and, except as expressly provided for herein, supersede all prior understandings and agreements, whether oral or written, between them with respect to the subject matter hereof and thereof. There are no representations, warranties, agreements, arrangements or understandings, oral or written, between the Parties relating to the subject matter of this Agreement and the Closing Agreements which are not fully expressed herein or therein. This Agreement may be amended or modified only by an agreement in writing signed by each of the Parties. All Appendices, Exhibits and Schedules attached to or delivered in connection with this Agreement are integral parts of this Agreement as if fully set forth herein.

11.6 Waiver. The failure of a Party to insist, in any one or more instances, on performance of any of the terms, covenants and conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of that term, covenant or condition, but the obligations of the Parties with respect thereto shall continue in full force and effect. No waiver of any provision or condition of this Agreement by a Party shall be valid unless in writing signed by the Party. A waiver by one Party of the performance of any covenant, condition, representation or warranty of the other Party shall not invalidate this Agreement, nor shall any waiver be construed as a waiver of any other covenant, condition, representation or warranty. A waiver by any Party of the time for performing any act shall not constitute a waiver of the time for performing any other act or the time for performing an identical act required to be performed at a later time.

11.7 Waiver of Jury Trial. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS WHICH IT MAY HAVE TO A JURY TRIAL WITH RESPECT TO ANY SUIT, LEGAL ACTION OR PROCEEDING BROUGHT BY OR AGAINST IT OR ANY OF ITS AFFILIATES RELATING TO THIS AGREEMENT OR THE TRANSACTIONS.

11.8 Governing Law/Dispute Resolution.

- (a) This Agreement shall be governed in all respects, including validity, interpretation and effect, by the internal Laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Ohio, except to the extent that portions hereof regulated by Federal law shall be governed by that Law.
- (b) Subject to the provisions of subsection (c), each Party hereby unconditionally and irrevocably, to the fullest extent permitted by law, (i) consents to jurisdiction in any

Proceeding arising out of or relating to this Agreement, or any of the Closing Agreements or the Transactions contemplated hereby, and agrees that any Proceeding arising out of this Agreement or any Closing Agreement shall be brought and prosecuted exclusively in a state court of competent jurisdiction located in the state or federal courts located in Franklin County or Henry County, Ohio, and any judgment obtained as a result thereof may be filed in any court of competent jurisdiction, (ii) submits to the *in personam* jurisdiction of those courts and waives and agrees not to assert in any Proceeding before any of those courts, by way of motion, as a defense or otherwise, any claim that it is not subject to the *in personam* jurisdiction of any of those courts, and (iii) waives any objection that it may now or hereafter have to the laying of venue in any Proceeding arising out of or relating to this Agreement, any Closing Agreement or the Transactions contemplated hereby brought in any of those courts and any claim that any Proceeding brought in any of those courts has been brought in an inconvenient forum.

11.9 No Partnership; Relationship between Buyer and Seller. Nothing in this Agreement is intended or shall be construed to create any partnership, joint venture or similar relationship between Buyer and Seller; and in no event shall either Party take a position in any regulatory filing or Tax Return or other writing of any kind that a partnership, joint venture or other similar relationship exists. The Parties do not intend to form or hold themselves out as a *de jure* or *de facto* partnership, joint venture or similar relationship, to share profits or losses, or to share any joint control over financial decisions or discretionary actions. Notwithstanding anything herein to the contrary, neither Seller nor Buyer shall be prevented from exercising their respective rights or pursuing their remedies as owners of the Transferred Assets, as applicable.

11.10 Severability. Whenever possible, each provision of this Agreement shall be interpreted in a manner as to be valid, binding and enforceable under applicable Law, but if any provision of this Agreement is held to be unenforceable under applicable Law, the provision shall be unenforceable only to the extent expressly so held, without affecting the remainder of the provision or the remaining provisions of this Agreement. The Parties shall negotiate in good faith to agree upon legal, valid and enforceable substitute provisions to carry out the purposes and intent of any unenforceable provision.

11.11 Time of the Essence. Time is hereby expressly made of the essence with respect to each and every term and provision of this Agreement. The Parties acknowledge that each will be relying upon the timely performance by the other of its obligations hereunder as a material inducement to each Party's execution of this Agreement.

11.12 Limitations on Damages. EXCEPT IN THE CASE OF A PARTY'S FRAUD, RECKLESSNESS OR WILLFUL MISCONDUCT, OR THE EVENT OF THIRD PARTY LIABILITY, NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY OR ANY OF ITS AND ITS AFFILIATES RESPECTIVE, OFFICERS, TRUSTEES, DIRECTORS, CONTRACTORS, SUBCONTRACTORS, ATTORNEYS, AGENTS, REPRESENTATIVES OR AFFILIATES, FOR ANY DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, ARISING FROM THIS AGREEMENT OR ANY OF THE

ACTIONS OR TRANSACTIONS PROVIDED FOR HEREIN, OTHER THAN ACTUAL DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR IN ANY CLOSING AGREEMENT, IN NO EVENT SHALL ANY PARTY BE LIABLE UNDER THIS AGREEMENT OR ANY CLOSING AGREEMENT, OR OTHERWISE AT LAW OR IN EQUITY, FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE DAMAGES, EXEMPLARY DAMAGES, LOST PROFITS OR DAMAGES THAT ARE REMOTE, SPECULATIVE, INDIRECT, UNFORESEEN OR IMPROBABLE, OR ANY OTHER DAMAGES OTHER THAN ACTUAL DAMAGES.

CONFIDENTIAL - DRAFT

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

SELLER:

THE CITY OF NAPOLEON, OHIO

By: _____
Name: Joel L. Mazur
Title: City Manager

Approved as to form:

By: _____
Name: Billy D. Harmon
Title: Law Director

BUYER:

AMP TRANSMISSION, LLC

By: _____
Name: Pamala M. Sullivan
Title: President

Approved as to form:

By: _____
Name: Lisa G. McAlister
Title: General Counsel

Schedule 1 – Permitted Encumbrances

There are no Permitted Encumbrances.

Schedule 2 – Assumed Liabilities

There are no Assumed Liabilities.

CONFIDENTIAL - DRAFT

Exhibit A
Equipment
[See Attached]

CONFIDENTIAL - DRAFT

Name	Description
INDU001	12.47KV TAP CHANGER
INDU002	69KV / 12.47KV MAIN XFMR
INDU003	AC PANEL
INDU004	BUS LA A
INDU005	BUS LA B
INDU006	BUS LA C
INDU007	BUS PT A
INDU008	BUS PT B
INDU009	BUS PT C
INDU011	DC BATTERY
INDU012	DC BATTERY CHARGER
INDU015	T2001 BREAKER
INDU016	F2042 BREAKER
INDU017	F2062 BREAKER
INDU018	F2072 BREAKER
INDU019	F2042 UNDERARM
INDU020	F2062 UNDERARM
INDU021	F2072 UNDERARM
INDU025	GENERATOR
INDU026	GENERATOR TRANSFER SWITCH
INDU027	IS1
INDU028	IS2
INDU029	IS1-B
INDU030	IS1-B
INDU031	IS1-N
INDU032	IS1-S
INDU033	IS2-E
INDU034	IS2-E
INDU035	IS2-W
INDU036	IS2-W
INDU039	IFRARED
INDU040	LIGHTING ARRESTER A NORTH
INDU041	LIGHTING ARRESTER A SOUTH
INDU042	LIGHTING ARRESTER B NORTH
INDU043	LIGHTING ARRESTER B SOUTH
INDU044	LIGHTING ARRESTER C NORTH
INDU045	LIGHTING ARRESTER C SOUTH
INDU046	STATION INSPECTION MONTHLY
INDU048	PT A
INDU049	PT A FUSE
INDU050	PT B
INDU051	PT B FUSE
INDU052	PT C
INDU053	PT C FUSE
INDU054	PT HL NORT
INDU055	PT HL SOUT

INDU058	SCADA SYSTEM
INDU060	T2001 CABLE
INDU061	IS3
INDU062	IS3-N
INDU063	IS3-N
INDU064	IS3-S
INDU065	IS3-S
INDU066	IS4
INDU067	IS4-E
INDU068	IS4-E
INDU069	IS4-W
INDU070	IS4-W
INDU071	IS5
INDU072	IS5-E
INDU073	IS5-E
INDU074	IS5-W
INDU075	IS5-W
INDU076	PT HL IS5
INDU077	F2042 CABLE
INDU078	F2062 CABLE
INDU079	F2072 CABLE
INDU100	RP-I2 ALSTOM LFCB 102 662175M
INDU101	RP-I2 SEL 351 2000152095
INDU102	RP-I1 ALSTOM LFCB 102 339061L
INDU103	RP-I1 SEL 311L 2003177070
INDU104	RP-I3 SEL 2020 2000224040
INDU105	RP-I3 SEL 351 2000152097
INDU106	RP-I3 SEL 351 2000152096
INDU107	IS-1 SEL 351
INDU108	IS-2 SEL 351
INDU109	IS-3 SEL 351
INDU110	IS-4 SEL 351
INDU111	IS-1 GE HFA
INDU112	IS-1 GE HFA
INDU113	A GE PVD
INDU114	A GE PVD
INDU115	A GE PVD
INDU116	A GE 86 12HEA61C260X2
INDU117	COM SEL 2032 2003155057
INDU118	1 GE IAC
INDU119	1 SEL 587 2000143104
INDU120	1 GE 86 12HEA51B254
INDU121	2 GE IAC
INDU122	2 GE IAC
INDU123	2 GE IAC
INDU124	2 GE IAC
INDU125	3 (F2042) SEL 351A 2003350028

INDU126 5 (F2072) SEL 351A 2003350034
INDU127 8 (F2062) SEL 351A 2003350029
INDU128 COM SEL 9321 2006159003
INDU129 COM SEL 2401
INDU130 OIL FILLED EQUIPMENT
INDU131 T2001 SEL 351S 1150720218
INDU132 TAP CHANGER CONTROL
INDU133 FLOODLIGHT - SE CORNER
INDU134 FLOODLIGHT - NE CORNER
INDU135 FLOODLIGHT - SW CORNER
INDU136 FLOODLIGHT CONTROL CONTACTOR
INDU137 PROTECTION SYSTEM CONTROL CIRCUITS
INDU138 DC PANEL
INDU139 HVAC SYSTEM
INDU140 EYE WASH STATION
INDU141 FIRST AID KIT
INDU142 COMMUNICATION RACK UPS - UNIT 1

Category	Owner
TAP CHANGER	NPL
TRANSFORMER	NPL
POWER SERVICE PANEL	AMPT
LIGHTNING ARRESTER	NPL
LIGHTNING ARRESTER	NPL
LIGHTNING ARRESTER	NPL
INSTRUMENT TRANSFORMER	NPL
INSTRUMENT TRANSFORMER	NPL
INSTRUMENT TRANSFORMER	NPL
STORAGE BATTERY	AMPT
BATTERY CHARGER	AMPT
AIR CIRCUIT BREAKER	NPL
AIR CIRCUIT BREAKER	NPL
AIR CIRCUIT BREAKER	NPL
AIR CIRCUIT BREAKER	NPL
UNDERARM DISCONNECT SWITCH	NPL
UNDERARM DISCONNECT SWITCH	NPL
UNDERARM DISCONNECT SWITCH	NPL
GENERATOR	AMPT
GENERATOR XFER SWITCH	AMPT
OIL CIRCUIT BREAKER	AMPT
SF6 BREAKER	AMPT
MANUAL OPERATING MECHANISM	AMPT
UNDERARM DISCONNECT SWITCH	AMPT
MANUAL OPERATING MECHANISM	AMPT
UNDERARM DISCONNECT SWITCH	AMPT
MANUAL OPERATING MECHANISM	AMPT
VERTICAL AIR BREAK SWITCH	AMPT
MANUAL OPERATING MECHANISM	AMPT
VERTICAL AIR BREAK SWITCH	AMPT
INFRARED	NPL
LIGHTNING ARRESTER	AMPT
LIGHTNING ARRESTER	AMPT
LIGHTNING ARRESTER	AMPT
LIGHTNING ARRESTER	AMPT
LIGHTNING ARRESTER	AMPT
LIGHTNING ARRESTER	AMPT
FACILITY	NPL
INSTRUMENT TRANSFORMER	AMPT
FUSE	AMPT
INSTRUMENT TRANSFORMER	AMPT
FUSE	AMPT
INSTRUMENT TRANSFORMER	AMPT
FUSE	AMPT
INSTRUMENT TRANSFORMER	AMPT
INSTRUMENT TRANSFORMER	AMPT

SUBSTATION SCADA	NPL
ENTRANCE CABLE	NPL
SF6 BREAKER	AMPT
MANUAL OPERATING MECHANISM	AMPT
VERTICAL AIR BREAK SWITCH	AMPT
MANUAL OPERATING MECHANISM	AMPT
VERTICAL AIR BREAK SWITCH	AMPT
SF6 BREAKER	AMPT
VERTICAL AIR BREAK SWITCH	AMPT
MANUAL OPERATING MECHANISM	AMPT
VERTICAL AIR BREAK SWITCH	AMPT
MANUAL OPERATING MECHANISM	AMPT
OIL CIRCUIT BREAKER	NPL
MANUAL OPERATING MECHANISM	NPL
VERTICAL AIR BREAK SWITCH	NPL
MANUAL OPERATING MECHANISM	NPL
VERTICAL AIR BREAK SWITCH	NPL
INSTRUMENT TRANSFORMER	NPL
ENTRANCE CABLE	NPL
ENTRANCE CABLE	NPL
ENTRANCE CABLE	NPL
PROTECTIVE RELAY MICROPROCESSOR	NPL
PROTECTIVE RELAY MICROPROCESSOR	NPL
PROTECTIVE RELAY MICROPROCESSOR	AMPT
PROTECTIVE RELAY MICROPROCESSOR	NPL
PROTECTIVE RELAY MICROPROCESSOR	AMPT
PROTECTIVE RELAY MICROPROCESSOR	AMPT
PROTECTIVE RELAY MICROPROCESSOR	AMPT
PROTECTIVE RELAY MICROPROCESSOR	AMPT
PROTECTIVE RELAY MICROPROCESSOR	AMPT
PROTECTIVE RELAY MICROPROCESSOR	AMPT
PROTECTIVE RELAY MICROPROCESSOR	AMPT
PROTECTIVE RELAY ELECTROMECHANICAL	NPL
PROTECTIVE RELAY ELECTROMECHANICAL	NPL
PROTECTIVE RELAY ELECTROMECHANICAL	AMPT
PROTECTIVE RELAY ELECTROMECHANICAL	AMPT
PROTECTIVE RELAY ELECTROMECHANICAL	AMPT
PROTECTIVE RELAY LOCKOUT	AMPT
PROTECTIVE RELAY MICROPROCESSOR	NPL
PROTECTIVE RELAY ELECTROMECHANICAL	NPL
PROTECTIVE RELAY MICROPROCESSOR	NPL
PROTECTIVE RELAY LOCKOUT	NPL
PROTECTIVE RELAY ELECTROMECHANICAL	NPL
PROTECTIVE RELAY ELECTROMECHANICAL	NPL
PROTECTIVE RELAY ELECTROMECHANICAL	NPL
PROTECTIVE RELAY ELECTROMECHANICAL	NPL
PROTECTIVE RELAY MICROPROCESSOR	NPL

Name	Description	Type	Area	Additional Location	Category	Owner
NORT001	AC PANEL			Northside	POWER SERVICE PANEL	AMPT(New)
NORT002	138KVVTBUS-E A		NERC	Northside	INSTRUMENT TRANSFORMER	AMPT
NORT003	138KVVTBUS-E B		NERC	Northside	INSTRUMENT TRANSFORMER	AMPT
NORT004	138KVVTBUS-E C		NERC	Northside	INSTRUMENT TRANSFORMER	AMPT
NORT005	138KVVTBUS-W A		NERC	Northside	INSTRUMENT TRANSFORMER	AMPT
NORT006	138KVVTBUS-W B		NERC	Northside	INSTRUMENT TRANSFORMER	AMPT
NORT007	138KVVTBUS-W C		NERC	Northside	INSTRUMENT TRANSFORMER	AMPT
NORT008	69KVVTBUS-E A			Northside	INSTRUMENT TRANSFORMER	AMPT(New)
NORT009	69KVVTBUS-E B			Northside	INSTRUMENT TRANSFORMER	AMPT(New)
NORT010	69KVVTBUS-E C			Northside	INSTRUMENT TRANSFORMER	AMPT(New)
NORT011	69KVVTBUS-W A			Northside	INSTRUMENT TRANSFORMER	AMPT(New)
NORT012	69KVVTBUS-W B			Northside	INSTRUMENT TRANSFORMER	AMPT(New)
NORT013	69KVVTBUS-W C			Northside	INSTRUMENT TRANSFORMER	AMPT(New)
NORT014	DC BATTERY		NERC	Northside	STORAGE BATTERY	AMPT
NORT015	DC BATTERY CHARGER			Northside	BATTERY CHARGER	AMPT
NORT019	GENERATOR			Northside	GENERATOR	AMPT
NORT020	GENERATOR TRANSFER SWITCH			Northside	GENERATOR XFER SWITCH	AMPT
NORT022	LIGHTING ARRESTER A 69GWS			Northside	LIGHTNING ARRESTER	AMPT(New)
NORT023	LIGHTING ARRESTER A 69IDS			Northside	LIGHTNING ARRESTER	AMPT(New)
NORT024	LIGHTING ARRESTER B 69GWS			Northside	LIGHTNING ARRESTER	AMPT(New)
NORT025	LIGHTING ARRESTER B 69IDS			Northside	LIGHTNING ARRESTER	AMPT(New)
NORT026	LIGHTING ARRESTER C 69GWS			Northside	LIGHTNING ARRESTER	AMPT(New)
NORT027	LIGHTING ARRESTER C 69IDS			Northside	LIGHTNING ARRESTER	AMPT(New)
NORT028	PT HL 69GWS			Northside	INSTRUMENT TRANSFORMER	AMPT(New)
NORT029	PT HL 69IDS			Northside	INSTRUMENT TRANSFORMER	AMPT(New)
NORT030	692A5			Northside	MANUAL OPERATING MECHANISM	AMPT
NORT031	692A6			Northside	MANUAL OPERATING MECHANISM	AMPT
NORT032	692D10			Northside	MANUAL OPERATING MECHANISM	AMPT
NORT033	692D11			Northside	MANUAL OPERATING MECHANISM	AMPT
NORT034	692D12			Northside	MANUAL OPERATING MECHANISM	AMPT
NORT035	692D13			Northside	MANUAL OPERATING MECHANISM	AMPT
NORT036	692D14			Northside	MANUAL OPERATING MECHANISM	AMPT
NORT037	692D7			Northside	MANUAL OPERATING MECHANISM	AMPT
NORT038	692D8			Northside	MANUAL OPERATING MECHANISM	AMPT
NORT039	692D9			Northside	MANUAL OPERATING MECHANISM	AMPT
NORT040	69EB-DE			Northside	MANUAL OPERATING MECHANISM	AMPT(New)
NORT041	69ET-DB			Northside	MANUAL OPERATING MECHANISM	AMPT(New)
NORT042	69ET-DT			Northside	MANUAL OPERATING MECHANISM	AMPT(New)
NORT043	69GWS-DB			Northside	MANUAL OPERATING MECHANISM	AMPT(New)
NORT044	69GWS-DL			Northside	MANUAL OPERATING MECHANISM	AMPT(New)
NORT045	69IDS-DB			Northside	MANUAL OPERATING MECHANISM	AMPT(New)
NORT046	69IDS-DL			Northside	MANUAL OPERATING MECHANISM	AMPT(New)
NORT047	69WB-DW			Northside	MANUAL OPERATING MECHANISM	AMPT(New)
NORT048	69WT-DB			Northside	MANUAL OPERATING MECHANISM	AMPT(New)
NORT049	69WT-DT			Northside	MANUAL OPERATING MECHANISM	AMPT(New)
NORT050	EAST 138KV MOAB			Northside	MOTOR OPERATING MECHANISM	AMPT
NORT051	WEST 138KV MOAB			Northside	MOTOR OPERATING MECHANISM	AMPT
NORT060	SCADA SYSTEM			Northside	SUBSTATION SCADA	AMPT(New)
NORT061	692B1		NERC	Northside	SF6 BREAKER	AMPT
NORT062	692B2		NERC	Northside	SF6 BREAKER	AMPT
NORT063	692B3		NERC	Northside	SF6 BREAKER	AMPT
NORT064	692B4		NERC	Northside	SF6 BREAKER	AMPT
NORT065	69ET			Northside	SF6 BREAKER	AMPT(New)
NORT066	69GWS			Northside	SF6 BREAKER	AMPT(New)
NORT067	69IDS			Northside	SF6 BREAKER	AMPT(New)
NORT068	69WBT			Northside	SF6 BREAKER	AMPT(New)
NORT069	69WT			Northside	SF6 BREAKER	AMPT(New)
NORT070	138KV / 69KV EAST XFMR			Northside	TRANSFORMER	AMPT(New)
NORT071	138KV / 69KV WEST XFMR			Northside	TRANSFORMER	AMPT(New)
NORT072	692A5		NERC	Northside	VERTICAL AIR BREAK SWITCH	AMPT
NORT073	692A6		NERC	Northside	VERTICAL AIR BREAK SWITCH	AMPT
NORT074	692D10		NERC	Northside	VERTICAL AIR BREAK SWITCH	AMPT
NORT075	692D11		NERC	Northside	VERTICAL AIR BREAK SWITCH	AMPT
NORT076	692D12		NERC	Northside	VERTICAL AIR BREAK SWITCH	AMPT
NORT077	692D13		NERC	Northside	VERTICAL AIR BREAK SWITCH	AMPT
NORT078	692D14		NERC	Northside	VERTICAL AIR BREAK SWITCH	AMPT
NORT079	692D7		NERC	Northside	VERTICAL AIR BREAK SWITCH	AMPT
NORT080	692D8		NERC	Northside	VERTICAL AIR BREAK SWITCH	AMPT
NORT081	692D9		NERC	Northside	VERTICAL AIR BREAK SWITCH	AMPT
NORT082	69EB-DE			Northside	VERTICAL AIR BREAK SWITCH	AMPT(New)
NORT083	69ET-DB			Northside	VERTICAL AIR BREAK SWITCH	AMPT(New)
NORT084	69ET-DT			Northside	VERTICAL AIR BREAK SWITCH	AMPT(New)
NORT085	69GWS-DB			Northside	VERTICAL AIR BREAK SWITCH	AMPT(New)
NORT086	69GWS-DL			Northside	VERTICAL AIR BREAK SWITCH	AMPT(New)
NORT087	69IDS-DB			Northside	VERTICAL AIR BREAK SWITCH	AMPT(New)
NORT088	69IDS-DL			Northside	VERTICAL AIR BREAK SWITCH	AMPT(New)
NORT089	69WB-DW			Northside	VERTICAL AIR BREAK SWITCH	AMPT(New)
NORT090	69WT-DB			Northside	VERTICAL AIR BREAK SWITCH	AMPT(New)
NORT091	69WT-DT			Northside	VERTICAL AIR BREAK SWITCH	AMPT(New)
NORT092	EAST 138KV MOAB		NERC	Northside	VERTICAL AIR BREAK SWITCH	AMPT
NORT093	WEST 138KV MOAB		NERC	Northside	VERTICAL AIR BREAK SWITCH	AMPT
NORT094	WEST OIL CONTAINMENT CONTROLS			Northside	OIL CONTAINMENT CONTROL	AMPT(New)
NORT095	EAST OIL CONTAINMENT CONTROLS			Northside	OIL CONTAINMENT CONTROL	AMPT(New)
NORT100	RP1 ALSTOM LFCB 102 339060L			Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT(New)
NORT101	RP1 SEL 279 99168008			Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT(New)
NORT102	RP1 SEL 321 99168002			Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT(New)
NORT103	RP1 SEL 2032 2003155060			Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT(New)
NORT104	RP2 GE IAC			Northside	PROTECTIVE RELAY ELECTROMECHANICAL	AMPT(New)

NORT105	RP2 GE IAC		Northside	PROTECTIVE RELAY ELECTROMECHANICAL	AMPT(New)
NORT106	RP2 GE IAC		Northside	PROTECTIVE RELAY ELECTROMECHANICAL	AMPT(New)
NORT107	RP2 GE IAC		Northside	PROTECTIVE RELAY ELECTROMECHANICAL	AMPT(New)
NORT108	RP2 SEL 587 99168011		Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT(New)
NORT109	RP2 SEL 279 99168010		Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT(New)
NORT110	RP2 GE PVD		Northside	PROTECTIVE RELAY ELECTROMECHANICAL	AMPT(New)
NORT111	RP2 GE PVD		Northside	PROTECTIVE RELAY ELECTROMECHANICAL	AMPT(New)
NORT112	RP2 GE PVD		Northside	PROTECTIVE RELAY ELECTROMECHANICAL	AMPT(New)
NORT113	RP2 SEL 501 2008319343		Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT(New)
NORT114	RP1 SEL 9321 2006159008		Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT(New)
NORT115	RP1 SEL 2401		Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT(New)
NORT116	RP4 SEL 351 2008064046		Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT(New)
NORT117	RP5 SEL 587 2008281407		Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT(New)
NORT118	RP5 SEL 351 2008064047		Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT(New)
NORT119	RP5 SEL 587Z 2008281409		Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT(New)
NORT120	RP5 SEL 501 2008319342		Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT(New)
NORT121	RP6 ALSTOM LFCB 102 339062L	LFCB102156DDLEB	Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT(New)
NORT122	RP6 SEL 279 99168009		Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT(New)
NORT123	RP6 SEL 321 99168004		Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT(New)
NORT124	RP2 ELECTROSWITCH 24		Northside	PROTECTIVE RELAY LOCKOUT	AMPT(New)
NORT125	RP2 ELECTROSWITCH 24		Northside	PROTECTIVE RELAY LOCKOUT	AMPT(New)
NORT126	RP5 ELECTROSWITCH 24		Northside	PROTECTIVE RELAY LOCKOUT	AMPT(New)
NORT127	RP5 ELECTROSWITCH 24		Northside	PROTECTIVE RELAY LOCKOUT	AMPT(New)
NORT128	RP7 GE IAC		Northside	PROTECTIVE RELAY ELECTROMECHANICAL	AMPT
NORT129	RP7 GE IAC		Northside	PROTECTIVE RELAY ELECTROMECHANICAL	AMPT
NORT130	RP7 GE IAC		Northside	PROTECTIVE RELAY ELECTROMECHANICAL	AMPT
NORT131	RP7 GE IAC		Northside	PROTECTIVE RELAY ELECTROMECHANICAL	AMPT
NORT132	RP7 SEL 321 99168007		Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT
NORT133	RP7 SEL 501 99168014		Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT
NORT134	RP7 ABB AR		Northside	PROTECTIVE RELAY ELECTROMECHANICAL	AMPT
NORT135	RP7 SEL 321 99168005		Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT
NORT136	RP8 SEL 501 2008281387		Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT
NORT137	RP8 ABB AR		Northside	PROTECTIVE RELAY ELECTROMECHANICAL	AMPT
NORT138	RP8 SEL 587Z 2008281410	NERC	Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT
NORT139	RP8 ELECTROSWITCH 24	NERC	Northside	PROTECTIVE RELAY LOCKOUT	AMPT
NORT140	RP9 SEL 2020 99168018		Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT
NORT141	RP9 SEL 387 99111109	NERC	Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT
NORT142	RP9 GE IJS		Northside	PROTECTIVE RELAY ELECTROMECHANICAL	AMPT
NORT143	RP9 ABB AR		Northside	PROTECTIVE RELAY ELECTROMECHANICAL	AMPT
NORT144	RP9 SEL 501 99168012		Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT
NORT145	RP9 ELECTROSWITCH 24	NERC	Northside	PROTECTIVE RELAY LOCKOUT	AMPT
NORT146	RP9 ELECTROSWITCH 24	NERC	Northside	PROTECTIVE RELAY LOCKOUT	AMPT
NORT147	RP9 GE PVD		Northside	PROTECTIVE RELAY ELECTROMECHANICAL	AMPT
NORT148	RP9 GE PVD		Northside	PROTECTIVE RELAY ELECTROMECHANICAL	AMPT
NORT149	RP9 GE PVD		Northside	PROTECTIVE RELAY ELECTROMECHANICAL	AMPT
NORT150	RP10 SEL 351 2008344245		Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT
NORT151	RP10 SEL 321 99168003		Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT
NORT152	RP10 ABB AR		Northside	PROTECTIVE RELAY ELECTROMECHANICAL	AMPT
NORT153	RP10 SEL 501 99168013		Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT
NORT154	RP10 SEL 321 99168006		Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT
NORT155	RP11 SEL 451 2008344419		Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT(New)
NORT156	RP11 SEL 451 2008344420		Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT(New)
NORT157	RP11 SEL 2505 2009096048		Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT(New)
NORT158	RP11 SEL 2505 2009096047		Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT(New)
NORT160	138KVVT-MIDWAY A	NERC	Northside	INSTRUMENT TRANSFORMER	AMPT
NORT161	138KVVT-MIDWAY B	NERC	Northside	INSTRUMENT TRANSFORMER	AMPT
NORT162	138KVVT-MIDWAY C	NERC	Northside	INSTRUMENT TRANSFORMER	AMPT
NORT163	138KVVT-STRYKER A	NERC	Northside	INSTRUMENT TRANSFORMER	AMPT
NORT164	138KVVT-STRYKER B	NERC	Northside	INSTRUMENT TRANSFORMER	AMPT
NORT165	138KVVT-STRYKER C	NERC	Northside	INSTRUMENT TRANSFORMER	AMPT
NORT166	RP2 SEL 751 3200480057		Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT(New)
NORT167	RP2 ELECTROSWITCH 24 86 EAST XFMR		Northside	PROTECTIVE RELAY LOCKOUT	AMPT(New)
NORT168	RP5 ELECTROSWITCH 24 86 WEST XFMR		Northside	PROTECTIVE RELAY LOCKOUT	AMPT(New)
NORT169	RP7 SEL 421 1200450550 PRI	NERC	Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT
NORT170	RP7 SEL 421 1200450535 BU	NERC	Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT
NORT171	RP7 SEL 501 1200450347 BF	NERC	Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT
NORT172	RP7 SEL 751 3200480060 W XF OC		Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT
NORT173	RP7 UPLC HUBKP1119422086	NERC	Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT
NORT174	RP7 SEL DTA2 99168016		Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT
NORT175	RP7 ELECTROSWITCH 24 86 BF	NERC	Northside	PROTECTIVE RELAY LOCKOUT	AMPT
NORT176	RP8 SEL 501 1200450349 BF	NERC	Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT
NORT177	RP9 SEL 501 1200450348 BF	NERC	Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT
NORT178	RP9 SEL 587Z 1200450364 W BUS DIF	NERC	Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT
NORT179	RP9 SEL 751 3200480056 SYNC	NERC	Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT
NORT180	RP10 SEL 421 1200450542 PRI	NERC	Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT
NORT181	RP10 SEL 421 1200450552 BU	NERC	Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT
NORT182	RP10 SEL 501 1200450346 BF	NERC	Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT
NORT183	RP10 ELECTROSWITCH 24 86 BF	NERC	Northside	PROTECTIVE RELAY LOCKOUT	AMPT
NORT184	RP10 UPLC HUBKP1119422070	NERC	Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT
NORT185	RP10 SEL DTA2 99168015		Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT
NORT186	RP1 SEL 3530 RTAC		Northside	PROTECTIVE RELAY MICROPROCESSOR	AMPT(New)
NORT187	RP8 ELECTROSWITCH 24 86 BF	NERC	Northside	PROTECTIVE RELAY LOCKOUT	AMPT
NORT188	RP9 ELECTROSWITCH 24 86 BF	NERC	Northside	PROTECTIVE RELAY LOCKOUT	AMPT
NORT189	DC BATTERY CHARGER	ENERSYS AT10130030F240SF5 NERC	Northside	BATTERY CHARGER	AMPT(New)
NORT190	CT 001 138kV Breaker 692B1	1200/5 MR CURRENT TRANSF NERC	Northside	INSTRUMENT TRANSFORMER	AMPT
NORT191	CT 002 138kV Breaker 692B1	1200/5 MR CURRENT TRANSF NERC	Northside	INSTRUMENT TRANSFORMER	AMPT
NORT192	CT 003 138kV Breaker 692B1	1200/5 MR CURRENT TRANSF NERC	Northside	INSTRUMENT TRANSFORMER	AMPT
NORT193	CT 004 138kV Breaker 692B1	1200/5 MR CURRENT TRANSF NERC	Northside	INSTRUMENT TRANSFORMER	AMPT
NORT194	CT 005 138kV Breaker 692B2	1200/5 MR CURRENT TRANSF NERC	Northside	INSTRUMENT TRANSFORMER	AMPT

NORT195	CT 006 138kV Breaker 692B2	1200/5 MR CURRENT TRANSF(NERC	Northside	INSTRUMENT TRANSFORMER	AMPT
NORT196	CT 007 138kV Breaker 692B2	1200/5 MR CURRENT TRANSF(NERC	Northside	INSTRUMENT TRANSFORMER	AMPT
NORT197	CT 008 138kV Breaker 692B2	1200/5 MR CURRENT TRANSF(NERC	Northside	INSTRUMENT TRANSFORMER	AMPT
NORT198	CT 009 138kV Breaker 692B3	1200/5 MR CURRENT TRANSF(NERC	Northside	INSTRUMENT TRANSFORMER	AMPT
NORT199	CT 010 138kV Breaker 692B3	1200/5 MR CURRENT TRANSF(NERC	Northside	INSTRUMENT TRANSFORMER	AMPT
NORT200	CT 011 138kV Breaker 692B3	1200/5 MR CURRENT TRANSF(NERC	Northside	INSTRUMENT TRANSFORMER	AMPT
NORT201	CT 012 138kV Breaker 692B3	1200/5 MR CURRENT TRANSF(NERC	Northside	INSTRUMENT TRANSFORMER	AMPT
NORT202	CT 015 East Autotransformer	1200/5 MR CURRENT TRANSF(NERC	Northside	INSTRUMENT TRANSFORMER	AMPT
NORT203	CT 021 69kV Breaker 69GWS	1200/5 MR CURRENT TRANSF(NERC	Northside	INSTRUMENT TRANSFORMER	AMPT
NORT204	CT 025 69kV Breaker 69IDS	1200/5 MR CURRENT TRANSF(NERC	Northside	INSTRUMENT TRANSFORMER	AMPT
NORT205	CT 201 138kV Breaker 692B4	1200/5 MR CURRENT TRANSF(NERC	Northside	INSTRUMENT TRANSFORMER	AMPT
NORT206	CT 202 138kV Breaker 692B4	1200/5 MR CURRENT TRANSF(NERC	Northside	INSTRUMENT TRANSFORMER	AMPT
NORT207	CT 203 138kV Breaker 692B4	1200/5 MR CURRENT TRANSF(NERC	Northside	INSTRUMENT TRANSFORMER	AMPT
NORT208	CT 204 138kV Breaker 692B4	1200/5 MR CURRENT TRANSF(NERC	Northside	INSTRUMENT TRANSFORMER	AMPT
NORT209	CT 215 West Autotransformer	1200/5 MR CURRENT TRANSF(NERC	Northside	INSTRUMENT TRANSFORMER	AMPT
NORT210	DC PANEL		Northside	POWER SERVICE PANEL	AMPT(New)
NORT211	FLOODLIGHT - NE CORNER		Northside	OUTDOOR LIGHTING	AMPT(New)
NORT212	FLOODLIGHT - EAST		Northside	OUTDOOR LIGHTING	AMPT(New)
NORT213	FLOODLIGHT - SE CORNER		Northside	OUTDOOR LIGHTING	AMPT(New)
NORT214	FLOODLIGHT - NW CORNER		Northside	OUTDOOR LIGHTING	AMPT(New)
NORT215	FLOODLIGHT - WEST		Northside	OUTDOOR LIGHTING	AMPT(New)
NORT216	FLOODLIGHT - SW CORNER		Northside	OUTDOOR LIGHTING	AMPT(New)
NORT217	FLOODLIGHT CONTROL CONTACTOR		Northside	OUTDOOR LIGHTING	AMPT(New)
NORT219	HVAC SYSTEM		Northside	HVAC	AMPT(New)
NORT220	EYE WASH STATION		Northside	SAFETY	AMPT(New)
NORT221	FIRST AID KIT		Northside	SAFETY	AMPT(New)

PROTECTIVE RELAY MICROPROCESSOR	NPL
PROTECTIVE RELAY MICROPROCESSOR	NPL
PROTECTIVE RELAY MICROPROCESSOR	NPL
PROTECTIVE RELAY MICROPROCESSOR	NPL
OIL SAMPLE ANALYSIS	NPL
PROTECTIVE RELAY MICROPROCESSOR	NPL
TAP CHANGER	NPL
OUTDOOR LIGHTING	AMPT
OUTDOOR LIGHTING	AMPT
OUTDOOR LIGHTING	AMPT
OUTDOOR LIGHTING	AMPT
CONTROL CIRCUIT	NPL
POWER SERVICE PANEL	AMPT
HVAC	AMPT
SAEFTY	AMPT
SAFETY	AMPT
COMMUNICATION	NPL

Exhibit B
Ground Lease Agreement
[See Attached]

CONFIDENTIAL - DRAFT

GROUND LEASE

THIS GROUND LEASE ("Lease") is entered into this ____ day of _____, 2021 (the "Commencement Date"), between The City of Napoleon, Ohio, an Ohio municipal corporation ("Lessor"), and AMP Transmission, LLC, an Ohio non-profit corporation ("Lessee").

RECITALS

A. Lessor operates an electric distribution utility in Napoleon, Ohio. Prior to the date of this Lease, Lessor owned five (5) 69kV breakers and associated equipment, including current and voltage transformers, station post insulators and associated equipment. Seller also owns 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. Finally, Seller owns as 5.28 miles of 69 kV transmission line between Seller's industrial substation and the Napoleon substation owned by Buyer. (collectively, the "Equipment"), as described more fully in the Purchase Agreement (defined below).

B. On the Commencement Date, Lessor has sold the Equipment to Lessee, pursuant to an Asset Purchase and Sale Agreement (the "Purchase Agreement"). As contemplated in that agreement, the Equipment or its replacements shall remain in place at the Substations located at 1939 Enterprise Avenue, Napoleon, Ohio 43545 ("Industrial Substation"), to be used in connection with the transmission of electricity from the transmission grid to Napoleon's distribution utility at the Substation.

C. Through this Lease, Lessor seeks to provide Lessee with access on a non-exclusive basis to the Leased Premises (defined below), and with the right to occupy on a non-exclusive basis the Leased Premises to permit it to own, operate, maintain, repair and replace the Equipment during the term of this Lease, on the terms set forth more fully below.

D. On the Commencement Date, Lessor has also provided to Lessee a Perpetual Access Easement (the "Easement"), granting Lessee rights to access to the Equipment and the Leased Premises and the right to own, operate, maintain, repair and replace the Equipment at the Leased Premises for so long as Lessee or its successors and assigns own any of that Equipment or its replacements, on the terms set forth in that Easement.

AGREEMENTS

NOW, THEREFORE, in consideration of the rents and mutual covenants herein contained, Lessor and Lessee do hereby covenant, promise and agree as follows:

I. LEASED PREMISES AND ACCESS RIGHTS

A. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, on a non-exclusive basis with Lessor, the real property described on Lease Exhibit A,

attached hereto, and by this reference incorporated herein, together with all rights and appurtenances thereto (the "Leased Premises"), situated in the County of Henry, State of Ohio. All references to the Leased Premises shall be deemed to include any subsequent improvements to the Leased Premises, whether made by Lessor or Lessee. The provisions of this Lease are all covenants running with the land.

B. The parties acknowledge that the Leased Premises are contained within the Industrial Substation and on, around and under the 69 kV transmission line that connects the two substations. Lessor hereby grants Lessee and its directors, managers, officers, employees, agents, contractors (collectively, its "Representatives") and its and their invitees access at no charge to them to and across the Substation properties and on, around and under the 69 kV transmission line during the Term to enable access to the Leased Premises by Lessee and its Representatives and invitees. In addition, Lessee and its Representatives shall have reasonable access to and use of, at no charge to them, the Substation facilities (e.g., storage facilities) as requested by Lessee in connection with the ownership, operation, maintenance, repair, replacement, improvement, and removal of the Equipment and the use of the Leased Premises.

C. Lessor shall supply Lessee with utilities and water as necessary or appropriate for its activities at the Leased Premises. Charges, if any, for those services shall be provided for in the O&M Agreement, and if not otherwise stated, shall be for Lessor's account.

D. Lessee agrees that it and its Representatives shall comply with Lessor's reasonable safety rules at the Substation.

II. LEASE TERM

The initial term of this Lease (the "Initial Term") shall commence at 12:01 a.m., on the Commencement Date, and end at 11:59 p.m. on _____, 2071, unless sooner terminated or extended, as provided herein. At Lessee's option, which may be exercised by Lessee in writing at any time prior to the expiration of the Initial Term, Lessee may extend the term of this Lease for an additional ten year term, commencing with the expiration of the Initial Term (the "Extended Term" and collectively with the Initial Term, the "Term").

In the event that Lessee sells or transfers the Equipment to Lessor or a third party, this Lease shall terminate once the asset transfer is complete unless the Lease is also transferred with the Equipment.

III. LEASE PAYMENTS

A. Commencing on the Commencement Date, Lessee shall pay to Lessor as "Base Rent" for the Leased Premises, without notice, set-off, deduction or demand, the sum of Twenty-Three Thousand Two Hundred Fifty Dollars (\$23,250) as a one-time, upfront payment payable on the Commencement Date. Lessor acknowledges the receipt of the full payment for the initial term, which shall be applied as a prepaid rent credit.

B. In the event that Lessor shall be required to pay any transaction privilege or sales tax levied upon or assessed against the Base Rent or additional rental received by

Lessor by any governmental authority having jurisdiction paid by Lessee to Lessor hereunder ("Rental Taxes"), specifically excluding Lessor's income tax, Lessee shall pay its Pro Rata Share of those Rental Taxes in addition to the Base Rent which Lessee is required to pay Lessor herein. The amount required to be paid by Lessee to Lessor for Rental Taxes shall be paid on or before the date the taxes are due and shall be considered as the payment of taxes, and not the payment of rent.

C. Lessee shall pay its Pro Rata Share of any Real Estate Taxes imposed on the Leased Premises as described herein and in Section VII. "Real Estate Taxes" shall mean: all taxes and assessments, general, special or otherwise, levied upon or with respect to the Leased Premises and the land upon which it is located and related personal property, whether imposed by federal, state or local governments, or any school, agricultural, lighting, drainage or other improvement district; taxes and assessments of every kind and nature whatsoever levied, assessed and imposed on Lessor in lieu of or in substitution for existing or additional real or personal property taxes or assessments; and the cost of contesting by appropriate proceedings the amount or validity of any of the aforementioned taxes or assessments; provided, that Real Estate Taxes shall not include income taxes of Lessor. In the case of special assessments payable in installments, only the amount of each installment due and payable during a single calendar year shall be included in Real Estate Taxes for that year. All rentals due under this Lease (Base Rent, Rental Taxes, and Real Estate Taxes) shall be paid to Lessor at its address of record as set forth below.

D. This Lease is intended to be and shall be deemed and construed as a "gross lease," pursuant to which Lessee shall have use and access to the Leased Premises net of any other costs or expense other than the Base Rent, the Rental Taxes, the Real Estate Taxes provided for above and any personal property taxes owed on the Equipment. The parties agree that any other charges to Lessee, if any, shall be addressed in the O&M Agreement. If not provided for thereunder, then those other charges shall be for the account of Lessor, not Lessee. Without limiting the foregoing, Lessee shall not be responsible for impositions, charges or expenses of any nature whatsoever, including without limitation any of the following: all electrical power, security, janitorial services, water, waste disposal, gas, maintenance of refuse removal facilities, insurance premiums, licenses, maintenance, supplies, costs of operation, and remodeling.

E. Each of Lessee and Lessor shall keep the Leased Premises and all adjacent sidewalks, parking and service areas free and clear of all debris, trash, garbage, and waste resulting from the operation of their respective business.

IV. MAINTENANCE

Lessor agrees to maintain the Leased Premises and all improvements thereon in good condition and repair (ordinary wear and tear and casualty and condemnation excepted) and Lessee shall have no responsibility for the maintenance and repair of the Leased Premises, except as otherwise set forth in the Operating Lease and provided, further that Lessee shall be responsible for damage and repair of the Leased Premises caused by the actual conduct of Lessee or its employees or agents. The Operating Lease shall address the rights of the parties to build, re-build, remodel, replace, demolish or raze

any improvements located from time to time on the Leased Premises which contain or support the Equipment.

V. ENVIRONMENTAL LAWS

Lessee and Lessor shall each comply with all federal, state and local laws relating to environmental matters, and to the extent permitted by law, Lessee shall defend, indemnify and hold harmless Lessor and Lessor's shareholders, officers, directors, managers, members, employees and agents (collectively, as applicable, the "Indemnified Parties") from and against any and all claims, demands, liabilities, fines, penalties, losses, costs and expenses, including cost of compliance, remedial costs, clean-up costs, reasonable attorney's fees, and court costs arising from or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling, or the emission, discharge, release or threatened release into the environment, of any pollutant, contaminant or hazardous or toxic material, substance or matter from, on or at the Leased Premises as a result of any act or omission on the part of Lessee or its directors, officers, employees, contractors or agents. These indemnification and defense obligations shall survive the expiration or termination of this Lease. Lessee shall not be responsible for any environmental matter which first arose before the Commencement Date, including any environmental matter discovered thereafter which occurred on or before that date.

VI. NO MORTGAGE BY LESSOR

During the term of this Lease, Lessor shall not at any time encumber or permit the Leased Premises to be encumbered with any senior lease, mortgage, deed of trust, or other lien or encumbrance in connection with any financing or indebtedness for the benefit of Lessor or otherwise.

VII. TAXES AND ASSESSMENTS; INSURANCE; AND CONSTRUCTION

A. Property insurance must be procured by each Party for their owned assets from an insurance company with a Best A-/VII rating or better. Lessee shall insure the assets that have shared ownership with Lessor. All insurance proceeds shall be paid to and owned exclusively by the party procuring that policy.

B. Lessee shall procure commercial general liability insurance from an insurance company with a Best A-/VII rating or better in the amount of not less than ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) per occurrence and not less than TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00) in the aggregate.

C. Property insurance must be procured by each Party for their owned assets from an insurance company with a Best A-/VII rating or better. Lessee shall insure the assets that have shared ownership with Lessor. All insurance proceeds shall be paid to and owned exclusively by the party procuring that policy.

D. Lessee's policy of insurance shall name Lessor as an additional insured and shall deliver the policy of insurance or a copy thereof to Lessor prior to the Commencement Date. Renewals thereof as required shall be delivered to Lessor at least thirty (30) days prior to the expiration of the policy terms. Lessee shall notify Lessor at least thirty (30) days prior to cancellation of the insurance.

VIII. TERMINATION OR EXPIRATION

A. At the expiration of the Term of this Lease, as the same may be duly extended, or sooner terminated pursuant to this Lease, all Lessee-owned improvements (if any), may be removed by Lessee during the succeeding ninety (90) days following that termination (and Lessee shall have continued access and occupancy rights for no additional rent during that period) at its discretion. That period shall be extended by each day for which access to the Leased Premises is restricted by Lessor. Any property not removed by Lessee during that period shall become the property of Lessor "AS-IS" and without warranty.

B. Except for the removal period noted above, any holding over after the expiration of the term of this Lease shall be construed to be a tenancy from month to month, cancelable upon thirty (30) days written notice by Lessor or Lessee, and upon terms and conditions under this Lease as existed during the last year of the term hereof or any extended term.

C. Lessee shall restore any damage to the Leased Premises or the Substation caused by the removal of any Equipment, provided, however, that nothing in this Lease shall require Lessee to replace any of the Equipment or to restore any electric transmission facility following Lessee's removal or abandonment of that Equipment, regardless of the operating condition of that Equipment. Lessor hereby assumes responsibility for assuring that the power transmitted to the Substation can be transmitted outside of the Substation following the expiration of the Term, regardless of the reason for the termination of this Lease.

IX. PERMITTED USE; COMPLIANCE WITH LAWS AND REGULATIONS

A. Throughout the term of this Lease and during any extended terms of the Lease, Lessee shall be permitted to use and occupy the Leased Premises for any lawful purpose consistent with the ownership, operation, maintenance, repair, replacement, improvement, and removal of transmission equipment, and for any other purpose incident thereto. Lessee shall comply during the Term and any Extended Terms with all present and future laws, acts, rules, requirements, orders, directions, ordinances and/or regulations, administrative decisions, and other holdings or requirements of all governmental authorities (whether state, federal or local), ordinary or extraordinary, foreseen or unforeseen, concerning the Leased Premises or improvements thereon, except Lessee shall have no obligation for environmental matters which existed on or adjacent to the Leased Premises on the Commencement Date.

B. To the extent permitted by law, Lessee shall defend, hold harmless and indemnify Lessor and its Indemnified Parties, from and against all fines, penalties or claims for damages of every kind and nature (including without limitation reasonable attorneys' fees and expenses) arising out of any failure by Lessee and its Representatives to comply with any laws, acts, rules, requirements, orders, directions, ordinances and/or regulations, the intention of the parties being with respect thereto that each party during the Term shall discharge and perform all their respective obligations in accordance therewith. Each party further covenants and agrees that it will procure and maintain, at its own expense, all required licenses, operating permits, certificates, or other items

required by any governmental, regulatory, or licensing body with respect to its operations at the Substation and on the Leased Premises.

X. TRANSFER OR CONDEMNATION

A. Total, Substantial, or Unusable Remainder. If at any time during the term of this Lease:

(1) *Total or Substantial Taking.* Title to the whole or substantially all of the Leased Premises shall be transferred, this Lease shall terminate and expire on the date possession is transferred; or

(2) *Remainder Unusable for Purposes Leased.* Title to a substantial portion of the Leased Premises shall be transferred, and the remaining part of the Leased Premises cannot feasibly be used or converted for use by Lessee for the purpose for which it was being used immediately prior to the event, Lessee may, at its option, terminate this Lease within ninety (90) days after the transfer by serving upon Lessor at any time within said ninety (90) day period, a thirty (30) day written notice of Lessee's election to so terminate accompanied by a certificate of Lessee that the remaining part of the Leased Premises cannot feasibly be used or converted for use by Lessee for that purpose.

B. Partial Taking--Lease Continues. In the event of any taking of less than the whole or substantially all of the Leased Premises, the Term shall not be reduced or affected in any way. In that case, the parties shall confer in good faith to determine whether adjustments to the Base Rent and other terms hereof and under the O&M Agreement shall be made to restore the parties, to the greatest extent feasible, to their situation immediately prior to that partial taking, in light of their Pro Rata Share and operations on the Leased Premises.

C. Award Payments. In the event of a taking pursuant to any of the foregoing subsections, Lessor and Lessee shall work in good faith to divide the award according to their respective interests in the Leased Property, and if they are unable to reach agreement, the award shall be shared according to their Pro Rata Interests, except awards with respect to personal property owned by each party shall belong to that party alone.

D. Rights of Participation. Each party shall have the right, at its own expense, to appear in and defend any condemnation proceeding and participate in any and all hearings, trials, and appeals therein.

E. Notice of Proceeding. In the event Lessor or Lessee shall receive notice of any proposed or pending condemnation proceedings affecting the Leased Premises, the party receiving the notice shall promptly notify the other party of the receipt and contents thereof.

F. Relocation Benefits. Lessee is not waiving any of its rights to any federal, state or local relocation benefits or assistance provided in connection with any condemnation or prospective condemnation action.

G. Covenant Not to Exercise Condemnation Powers. To the fullest extent permitted by law, Lessor agrees not to exercise its condemnation powers to acquire any or all of Lessor's interests in the Leased Premises or any of the Equipment, rights or other interests of Lessor therein.

XI. DESTRUCTION OF EQUIPMENT OR IMPROVEMENTS

If all or any portion of the Equipment or improvements constructed by Lessee on the Leased Premises should be destroyed by fire, flood or other casualty, then Lessee shall have the right to repair or replace those items at its own cost, except to the extent the damage was caused by Lessor or its Representatives.

XII. DEFAULT; REMEDIES

A. Each of the following shall constitute an Event of Default in breach of this Lease:

(1) A party shall fail to pay any amounts due hereunder or any other agreements between them on any day upon which the same is due, and the same shall not be paid within fifteen (15) days after written notice from the party to the other of that failure to pay;

(2) A party shall do or permit anything to be done, whether by action or inaction, contrary to any material covenant or agreement on the part of that party in this Lease or the O&M Agreement or otherwise contrary to any of the material covenants, agreements, terms or provisions of this Lease or the O&M Agreement, or the party shall otherwise fail in the keeping or performance of any of the covenants, agreements, terms or provisions contained in this Lease or the O&M Agreement which on the part or behalf of that party are to be kept or performed, and that party remains in violation sixty (60) days after written notice thereof from the other party; provided, however, that if the default cannot be reasonably corrected within a sixty (60) day period, then the party shall not be deemed in default if it has, within that sixty (60) day period, commenced to correct the default and diligently thereafter pursues the correction to completion, subject to an event of enforced delay (together with the period noted in subsection A(1) above, as applicable, a "Cure Period").

(3) An involuntary petition shall be filed against a party under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import, or a receiver of or for the property of that party shall be appointed without the acquiescence of the other party, and that situation shall continue and shall remain undischarged or unstayed for an aggregate period of one hundred twenty (120) days;

(4) A party shall make an assignment of its property for the benefit of creditors or file a voluntary petition under any bankruptcy or insolvency law, or whenever any court of competent jurisdiction shall approve a petition filed by the party under the reorganization provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever a petition shall be filed by the party under the arrangement provisions of the United States Bankruptcy Code;

(5) A party shall abandon the Leased Premises prior to the termination of the Lease and not cure that abandonment within ninety (90) days of notice from the other party, provided, however, that Lessee shall not be deemed to have abandoned the Leased Premises so long as the O&M Agreement or any successor thereto shall remain in place and for a period of 180 days following its termination;

B. Upon the occurrence of any Event of Default on the part of a party, as set forth in this Lease, and in addition to all other rights and remedies the other party may have under this Lease or under applicable law, the non-defaulting party shall have the following rights and remedies, but it shall not have any obligation to do so:

(1) It may enter into and upon the Leased Premises to do all things reasonably deemed necessary or desirable by that party to cure any Event of Default, and the defaulting party shall pay the non-defaulting party on demand all sums expended by it in curing or attempting to cure any such Event of Default, together with interest on those sums at six percent (6%) per annum;

(2) It may continue this Lease in effect until it elects to terminate the Lease by written notice to the defaulting party, and the defaulting party shall remain liable to perform all of its obligations under this Lease, and the non-defaulting party may enforce all of its rights and remedies, including the right to recover all amounts and all other payments and charges payable hereunder to it as the same fall due. If the defaulting party abandons the Leased Premises or fails to maintain and protect the Leased Premises as herein provided, the non-defaulting party may do all things necessary or appropriate to maintain, preserve and protect the Leased Premises. The defaulting party agrees to reimburse the non-defaulting party on demand for all amounts reasonably expended by it in maintaining, preserving and protecting the Leased Premises;

(3) Upon the occurrence of one or more of the Events of Default listed above, the non-defaulting party may at any time thereafter, but not after the default is cured, give written notice ("Second Notice") to the defaulting party specifying the Event(s) of Default and stating that this Lease and the Lease term hereby demised shall expire and terminate on the date specified in that notice, which shall be at least thirty (30) days after the giving of the Second Notice, and upon the date specified in the Second Notice, this Lease and the Lease Term shall expire and terminate as of that date. The defaulting party shall pay all amounts due to the non-defaulting party, less any undisputed amounts it owes the defaulting party.

C. No right or remedy herein conferred upon or reserved to a party is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

XIII. NON-WAIVER

No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or conditions. Acceptance of rent by Lessor during a period in which Lessee is in default in any respect other than payment of rent shall not be deemed a waiver of the other default.

XIV. NOTICES

Any notice required to be given or which may be given hereunder shall be in writing, delivered in person, by overnight delivery service, or by certified mail, postage prepaid, return receipt requested, addressed to the party at the following address or at such other change of address as may, from time to time, be communicated to the other party in the same manner as notice hereunder is required to be given. The addresses of parties to which all notices are to be mailed are:

Lessor:

City of Napoleon, Ohio
255 West Riverview Avenue, PO Box 151
Napoleon, Ohio 43545
Attn: Joel Mazur
Phone: 419-592-4010
E-Mail: jmazur@napoleonohio.com

With a copy to:

Law Director, City of Napoleon, Ohio
255 West Riverview Avenue, PO Box 151
Napoleon, Ohio 43545
Attn: Bill Harmon
Phone: 419-592-4010
E-Mail: bharmon@napoleonohio.com

Lessee:

AMP Transmission, LLC
1111 Schrock Road, Suite 100
Columbus, OH 43229
Attn: Pamala M. Sullivan
Phone: 614-540-0971
E-Mail: psullivan@amppartners.org

with a copy to:

AMP Transmission, LLC
1111 Schrock Road, Suite 100
Columbus, OH 43229
Attn: Lisa G. McAlister
Phone: 614-540-1111
Fax: 614-540-6397
E-Mail: lmcalister@amppartners.org

That notice shall be deemed given when personally delivered, on the delivery date if delivered via overnight delivery service, upon transmission if sent by e-mail or facsimile before 5:00 p.m. local time of the recipient on a Business Day, or on the next Business Day if sent thereafter, or, if mailed in accordance with the provisions hereof, then five (5) Business Days following the deposit of the written notice in the United States mails. A "Business Day" is any day that is not a Saturday, Sunday or any day on which banks located in the State of Ohio are authorized or obligated to close.

XV. EASEMENTS

A. Lessor has granted to Lessee the Easement. The parties agree that the rights under the Easement are independent of this Lease and shall have legal effect notwithstanding the amendment or termination of this Lease.

B. Lessor agrees, at the request of Lessee and at Lessee's sole expense, to grant additional easements over, under, upon or across the Leased Premises as may be reasonably necessary in Lessee's opinion to enable the Leased Premises, and any improvements constructed or to be constructed thereon, to be adequately served by gas, electricity, water, sewer, telephone and other utilities and to permit Lessee, its Representatives, independent contractors, licensees and invitees to have full and reasonable access to the Leased Premises for any purposes permitted under this Lease or the Easement. Those easements shall be subject to Lessor's reasonable approval.

XVI. CONSTRUCTION OF TERMS

This Lease shall not be strictly construed either against the Lessor or the Lessee. The term "including" shall mean "including without limitation" regardless of whether so stated. Whenever reference is made to persons, unless the context otherwise requires, words denoting the singular number may, and where necessary shall, be construed as depicting plural number, and words of the plural number may, and where necessary shall, be construed as denoting the singular and words of one gender may, and where necessary shall, be construed as denoting another gender as is appropriate.

XVII. ASSIGNMENT, SUBLETTING

A. Transfers. Lessee may assign, mortgage, pledge, encumber, dispose, sublease, convey or transfer this Lease (a "Transfer") with or without the prior written consent of Lessor in each instance; provided that the assignee (other than a Lender or mortgagee) shall acquire all or substantially all of the Equipment or its replacements. Lessor shall not seek to alter the terms of this Lease, the Easement or the O&M Agreement in connection with that Transfer without the express written consent of Lessor and that Transferee, and, if Lessee would have any increased liability, duties or burdens due to that change, of Lessee.

B. Subleases. Without the prior written consent of Lessor, Lessee shall not assign its rights under this Lease to any other Person; provided, however, that contracting operation, maintenance, repair or replacement services to another Person, including Lessor pursuant to the O&M Agreement, shall not constitute a sublease hereunder.

XVIII. ENTIRE AGREEMENT

This Lease, the Easement, the O&M Agreement, the Purchase Agreement and the exhibits attached to any of the foregoing set forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Leased Premises and this Lease, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as set forth in those documents. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by each of them.

XIX. PARTIAL INVALIDITY

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

XX. BINDING EFFECT

All of the terms, covenants, conditions and provisions contained in this Lease shall be binding upon and shall inure to the benefit of the Lessor and Lessee and their respective heirs, executors, administrators, successors and assigns. A mortgagee is a third party beneficiary of the mortgagee provisions contained in this Lease.

XXI. HEADINGS

As used herein, any section or paragraph headings or defined terms are for convenience only and are not to be used in the construction of the sections nor are they meant to limit or expand the content of the sections.

XXII. TIME OF THE ESSENCE

Time is of the essence of this Lease and each and every provision hereof.

XXIII. MEMORANDUM OF LEASE

This Lease shall not be recorded without the written consent of both parties. Concurrently with the execution of this Lease, the parties shall execute and cause to be recorded a Memorandum of Lease in the form attached hereto as Lease Exhibit B.

XXIV. INDEMNITY

A. Indemnification. Notwithstanding the termination of the Lease for any reason, Lessee shall to the extent permitted by law at all times, indemnify, protect and hold harmless Lessor and its Indemnified Parties against and from all liability, loss, cost, damage or expense sustained by Lessor:

(1) On account of or through the use of the Leased Premises or improvements or any part thereof by Lessee or its Representatives, or by any other

person at the invitation or request of that party, for any purpose inconsistent with the provisions of this Lease;

(2) Arising out of, or directly or indirectly due to any failure of Lessee, in any respect, to promptly and faithfully satisfy its obligations under this Lease;

(3) Arising out of, or directly or indirectly due to, any accident or other occurrence causing injury to any person or persons or property resulting from the use of the Leased Premises and improvements or any part thereof by Lessee.

B. Liens. Lessor shall not permit any monetary liens to encumber the Leased Premises which have priority over the Lease. In the event Lessor encumbers the Leased Premises subsequent to the date of this Lease, (i) the Lease shall retain its priority position, and (ii) the holder of each Lessor Mortgage or security interest shall execute and deliver to Lessee a fully executed and acknowledged non-disturbance agreement in a commercially reasonable form, and reasonably acceptable to Lessee and any Lessee Mortgagee whereby the holder agrees, among other things, to recognize Lessee's rights under this Lease and not to disturb Lessee's possession and use of the Leased Premises and such other appurtenant rights and easements in the Leased Premises. With respect to other monetary encumbrances (i.e., mechanics' liens, judgment liens, tax liens, etc.), Lessor shall take any such actions as are required to prevent any material adverse effect to Lessee's use hereunder as a result of such encumbrances.

C. Personal Injury. Each party shall hold the other party harmless from any personal injury to the other party or its Representatives, invitees or third parties, or to other occupants of any part of the Leased Premises, or for any damage to any property of the other party or of any other occupant of any part of the Leased Premises, to the extent caused by the negligence or willful misconduct of that party or its Representatives.

The indemnities set forth in this Article shall not apply to any loss directly caused by the gross negligence or intentional misconduct of the other party or its Representatives.

XXV. ESTOPPEL CERTIFICATES

Lessor or Lessee, including Lessee's assignees and sublessees, may request, from time to time, a certificate from the other party, or a statement, within twenty (20) days of demand in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (b) the dates to which the Base Rent and other charges have been paid in advance, if any, (c) for any certificate by Lessee, Lessee acceptance and possession of the Leased Premises, (d) the commencement of the Lease term, (e) the Base Rent provided under the Lease, and (f) that the other party is not in default under this Lease (or if it claims a default, the nature thereof), (g) that the party claims no offsets against amounts owed to the other, and (h) other information as shall be reasonably necessary to establish the status of the tenancy created by this Lease. It is intended that any statement delivered pursuant to this Article may be relied upon by any prospective purchaser, Mortgage holder or assignee of any Mortgage holder of the Leased Premises.

XXVI. FORCE MAJEURE

If Lessor or Lessee shall be delayed, hindered in or prevented from the performance of any acts required hereunder, other than the payment of Rent, by reason of a Force Majeure Delay, then performance of such acts shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equal to the period of such delay.

XXVII. OPERATOR

To the extent that Lessee engages a third party other than Lessor (each, an "Operator") to operate, maintain, repair and replace the Equipment or to otherwise act with respect to the Leased Premises, the Operator may perform, on Lessee's behalf, any or all of the obligations of Lessee under this Lease, and Lessor agrees to accept performance of those obligations from the Operator as though the same were performed by Lessee. To the extent Operator shall be acting on behalf of Lessee, pursuant to the O&M Agreement or otherwise, Lessor shall not treat its failure to preform those functions as a breach by Lessee of its obligations hereunder.

XXVIII. QUIET ENJOYMENT AND COOPERATION

A. Lessee, upon paying the Base Rent and all other charges owing under this Lease, and upon performing all of its obligations under this Lease, will peaceably and quietly enjoy its non-exclusive rights to access and occupy the Leased Premises, subject to the terms of this Lease. Lessee shall use commercially reasonable efforts to assure that its activities in connection with the Lease do not unreasonably interfere with the use by Lessor of the Substation or the Leased Premises or other assets not owned by Lessee, subject to Lessee's rights to maintain, service, repair and replace the Equipment at times it deems necessary or appropriate.

B. Each party shall execute further agreements or instruments reasonably requested by the other party to carry out the terms hereof and the other referenced agreements and the contemplated transactions.

XXIX. GOVERNING LAW/DISPUTE RESOLUTION

A. This Lease shall be governed in all respects, including validity, interpretation and effect, by the internal Laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Ohio, except to the extent that portions hereof regulated by Federal law shall be governed by that Law.

B. Subject to the provisions of subsection (C), each party hereby unconditionally and irrevocably, to the fullest extent permitted by law, (i) consents to jurisdiction in any legal proceeding arising out of or relating to this Lease, or any of the other agreements noted herein or the transactions contemplated hereby or thereby, and agrees that any proceedings arising out of this Lease or any of those other agreements or transactions shall be brought and prosecuted exclusively in a state court of competent jurisdiction located in the state or federal courts located in Franklin County or Henry

County, Ohio, and any judgment obtained as a result thereof may be filed in any court of competent jurisdiction, (ii) submits to the *in personam* jurisdiction of those courts and waives and agrees not to assert in any proceeding before any of those Forums, by way of motion, as a defense or otherwise, any claim that it is not subject to the *in personam* jurisdiction of any of those courts, and (iii) waives any objection that it may now or hereafter have to the laying of venue in any proceeding arising out of or relating to this Lease or those agreements or transactions brought in any of those Forums and any claim that any proceeding brought in any of those Forums has been brought in an inconvenient forum.

C. Unless otherwise provided pursuant to this Lease, all disputes between the parties shall be resolved, if possible, in accordance with the following dispute resolution procedures.

XXX. NO PARTNERSHIP

Nothing in this Lease is intended or shall be construed to create any partnership, joint venture or similar relationship between Lessor or Lessee; and in no event shall either party take a position in any regulatory filing or Tax Return or other writing of any kind that a partnership, joint venture or other similar relationship exists. The parties do not intend to form or hold themselves out as a *de jure* or *de facto* partnership, joint venture or similar relationship, to share profits or losses, or to share any joint control over financial decisions or discretionary actions. Notwithstanding anything herein to the contrary, neither Lessor nor Lessee shall be prevented from exercising their respective rights or pursuing their remedies as owners of the Substation, Equipment, as applicable.

XXXI. COUNTERPARTS

This Lease may be executed in counterparts and each of which shall be deemed to be an original, and together which shall constitute one instrument. Counterparts may be delivered by facsimile or other electronic means and shall be effective upon that delivery as if a signed original had been delivered at that time to the other party.

XXXII. LIMITATION ON DAMAGES

EXCEPT IN THE CASE OF A PARTY'S FRAUD, RECKLESSNESS OR WILLFUL MISCONDUCT, OR THE EVENT OF THIRD PARTY LIABILITY, NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY OR ANY OF ITS AFFILIATES, OFFICERS, TRUSTEES, DIRECTORS, CONTRACTORS, SUBCONTRACTORS, ATTORNEYS, AGENTS, REPRESENTATIVES OR AFFILIATES, FOR ANY DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, ARISING FROM THIS LEASE OR ANY OF THE ACTIONS OR TRANSACTIONS PROVIDED FOR HEREIN, OTHER THAN ACTUAL DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR IN ANY OTHER AGREEMENT BETWEEN THEM, IN NO EVENT SHALL ANY PARTY BE LIABLE UNDER THIS LEASE OR OTHER AGREEMENT, OR OTHERWISE AT LAW OR IN EQUITY, FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE DAMAGES, EXEMPLARY DAMAGES, LOST

PROFITS OR DAMAGES THAT ARE REMOTE, SPECULATIVE, INDIRECT, UNFORESEEN OR IMPROBABLE, OR ANY OTHER DAMAGES OTHER THAN ACTUAL DAMAGES. EACH PARTY HEREBY RELEASES THE OTHER PARTIES AND THEIR CONTRACTORS, SUBCONTRACTORS, AGENTS, AND AFFILIATES FROM ANY OF THOSE DAMAGES (EXCEPT TO THE EXTENT PAID TO A THIRD PARTY IN A THIRD PARTY CLAIM).

XXXIII. LESSOR REPRESENTATIONS AND WARRANTIES

A. Lessor's Representations. Lessor hereby represents and warrants to Lessee that:

(1) Lessor has no actual knowledge of any existing physical conditions of the Leased Premises which would prevent, significantly restrict or make more expensive Lessee's development of the Leased Premises for the purposes specified in this Lease, or which could, with the passage of time, or the giving of notice, constitute a violation of any currently applicable governmental law, ordinance, order, rule or regulation.

(2) The execution of this Lease will not constitute a violation of nor be in conflict with nor constitute a default under any term or provision of any agreement or instrument to which Lessor is a party or by which the Leased Premises or any part thereof is bound.

(3) Without having made any specific investigation thereof, and without undertaking to do so, Lessor has no actual knowledge of any law, regulation, ordinance or order of any local, state or federal governmental authority which would prohibit or significantly restrict Lessee's development of the Leased Premises pursuant to this Lease. To the best of Lessor's knowledge, the Leased Premises is currently in material compliance with all governmental laws, ordinances, orders, rules and regulations applicable to the Leased Premises.

(4) To the best of Lessor's knowledge, neither the Leased Premises nor any part thereof violates any Environmental Law. Without limiting the foregoing, except as disclosed in writing to Lessee, to the best of Lessor's knowledge no Hazardous Materials have been disposed of on the Leased Premises or have been accumulated or burned on the Leased Premises, no part of the Leased Premises or any improvements thereon contain asbestos or asbestos-containing materials (including, without limitation, acoustical plaster, fireproofing, pipe and boiler insulation or similar materials), and no underground storage tanks are located on or under the Leased Premises. "Environmental Law" means all laws of any governmental authority having jurisdiction over the Leased Premises addressing pollution or protection of the environment and all amendments to such laws and all regulations implementing any of the foregoing. "Hazardous Material" shall mean any pollutant, contaminant, hazardous substance, hazardous waste, medical waste, special waste, toxic substance, petroleum-derived substance, waste or additive, asbestos, polychlorinated biphenyl (PCB), radioactive material, or other compound, element or substance in any form (including products) regulated or restricted by or under any Environmental Law.

(5) Lessor warrants that Lessor holds a fee simple interest in the Leased Premises and that the Leased Premises are free of any liens, encumbrances or restrictions of any kind that may interfere with Lessee's anticipated use of the Leased Premises. During the Term of this Lease, Lessor covenants and agrees that neither

Lessor nor its agents, lessees, invitees, guests, licensees, successors or assigns will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Lessee of its rights granted by this Lease; or (ii) take any action which will interfere with or impair Lessee's access to the Leased Premises for the purposes specified in this Lease. Lessor further covenants that, to the best of Lessor's knowledge, there are no outstanding written or oral leases, purchase or sale agreements or other agreements or restrictions encumbering, or in any way affecting the Leased Premises, and no person or entity has any right with respect to the Leased Premises, whether by option to purchase, contract or otherwise, that would prevent or interfere with any of Lessee's rights under this Lease.

(6) The representations and warranties set forth in this Section shall survive the execution and delivery hereof.

XXXIV. EXHIBITS AND INCORPORATION

The following exhibits, which are attached hereto or are in the possession of the Lessor and Lessee, are incorporated herein by reference as though fully set forth:

Lease Exhibit "A"	Legal Description of Leased Premises
Lease Exhibit "B"	Memorandum of Ground Lease

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease effective as of the day and year first above written.

LESSOR:

THE CITY OF NAPOLEON, OHIO,

By: _____

Name: Joel L. Mazur

Title: City Manager

STATE OF OHIO)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2021, by _____ as the _____ of the City of Napoleon, Ohio, an Ohio municipal corporation, on behalf of that entity.

My commission expires: _____

Notary Public

LESSEE:

AMP TRANSMISSION, LLC,

By: _____

Name: Pamala M. Sullivan

Title: President

STATE OF OHIO)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2021, by _____ the _____ of AMP Transmission, LLC, an Ohio non-profit limited liability company, on behalf of the corporation.

My commission expires: _____

Notary Public

LEASE EXHIBIT A
Legal Description of the Leased Premises

That certain real property situated in the State of Ohio, County of Henry, more particularly described as follows:

Parcel No. _____

CONFIDENTIAL - DRAFT

LEASE EXHIBIT B
Memorandum of Lease

WHEN RECORDED MAIL TO:

Attn:

MEMORANDUM OF GROUND LEASE

This MEMORANDUM OF GROUND LEASE is entered into this ____ day of _____, 2021, by and between The City of Napoleon, Ohio, an Ohio municipal corporation, as "Lessor" (having an office at 255 West Riverview Avenue, Napoleon, Ohio 43545), and AMP Transmission, LLC, an Ohio non-profit corporation, as "Lessee" (having an office at 1111 Schrock Road, Suite 100, Columbus, Ohio 43229), with reference to the following facts:

A. Lessor and Lessee have entered into a Ground Lease of even date herewith (the "Lease"). Under the Lease, Lessee is leasing from Lessor that certain real property located in Henry County, Ohio and more particularly described on Exhibit A attached hereto and made a part hereof by reference (the "Leased Premises").

B. Lessor and Lessee desire to provide record evidence of Lessee's leasehold interest in the Leased Premises.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in the Lease, and in this Memorandum of Ground Lease, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. The terms, provisions, covenants, conditions and agreements set forth in the Lease are by this reference incorporated herein.

2. The term of the Lease began on the "Commencement Date" as defined in the Lease, and shall continue until _____, 2071, unless sooner terminated or as extended, as provided in the Lease. Lessee shall have the right to extend the Lease for an additional 10-year term, subject to the conditions set forth in the Lease.

3. In addition to those terms referenced above, the Lease contains numerous other terms, covenants, conditions and provisions which affect the Leased Premises, and notice is hereby given that reference should be had to the Lease directly with respect to those terms, covenants, conditions and provisions. Copies of the Lease are maintained at the offices of Lessor and Lessee, as set forth above. This Memorandum of Ground Lease does not alter, amend, modify or change the Lease in any respect, is executed for recording purposes only, is not intended to be a summary of the Lease, and is subject to the terms of the Lease. In the event of conflict between this Memorandum and the Lease, the Lease shall control.

4. This Memorandum shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned parties have executed this Memorandum as of the day and year first above written.

LESSOR:

CITY OF NAPOLEON, OHIO,

By: _____

Name: Joel L. Mazur

Title: City Manager

STATE OF Ohio)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2021, by _____ as the _____ of The City of Napoleon, Ohio, an Ohio municipal corporation, on behalf of that entity.

My commission expires: _____

Notary Public

LESSEE:

AMP TRANSMISSION, LLC,

By: _____

Name: Pamala M. Sullivan

Title: President

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2021, by _____ the _____ of AMP Transmission, LLC, an Ohio non-profit limited liability company, on behalf of the corporation.

My commission expires: _____

Notary Public

Exhibit C

Easement

[SEE ATTACHED]

CONFIDENTIAL - DRAFT

PERMANENT EASEMENT AGREEMENT

THIS PERMANENT EASEMENT AGREEMENT (this "Easement" or the "Agreement") is made and entered into as of the _____ day of _____, 2021 ("Effective Date"), between THE CITY OF NAPOLEON, OHIO, an Ohio municipal corporation ("Grantor") and AMP TRANSMISSION, LLC, an Ohio non-profit limited liability company ("Grantee").

RECITALS

A. Grantor and Grantee are parties to that certain Asset Purchase and Sale Agreement, dated as of _____, 2021 (the "Purchase Agreement"), pursuant to which, among other things, on the date hereof:

(i) Grantor sold to Grantee the Equipment (as defined in the Purchase Agreement) (collectively, and including any replacements, substitutions or additions thereto from time-to-time, the "Purchased Assets"); and

(ii) Grantor retained the fee interest in the real property underlying the Purchased Assets, which property is more particularly described in Easement Exhibit A (the "Property").

B. Because the Purchased Assets (or their replacements) will remain situated in, on or over a portion of the Property (the "Leased Area"), Grantor has agreed to provide Grantee with this Easement, providing Grantee with rights to access and occupy, on a non-exclusive basis, the Leased Area and permitting the Equipment (or its replacements, substitutions and proceeds thereof) to remain on the Property at Grantee's discretion, subject to the terms hereof. The Leased Area is further described on Easement Exhibit B.

C. Pursuant to the Purchase Agreement and concurrent with the execution and delivery of this Agreement, Grantor and Grantee entered into that certain Ground Lease (the "Lease") pursuant to which Grantor also granted Grantee rights to access and occupy the Property and the Leased Area.

D. The parties intend that this Easement shall have independence from the rights and obligations set forth in the Applicable Agreements (defined below). Accordingly, this Easement shall remain in effect notwithstanding any termination or modification of any of those agreements, unless expressly set forth in an amendment hereof.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, the sum of ten dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

. **Definitions and Rules of Construction.**

.. **Defined Terms.** The following terms when used in this Agreement shall have the meanings specified in this Section 1.1.

"Applicable Agreements" means the Purchase Agreement, the Lease, the Operating Lease and any other agreement or instrument entered into by the Parties relating to the Purchased Assets or the Property, as any of those may be amended from time-to-time.

"Emergency" shall mean a condition or situation that (i) presents an imminent physical threat of danger to life, health or property or could reasonably be expected to cause significant disruption of access to or the operation of the Equipment, or (ii) that is likely to or could reasonably be expected to result in an imminent violation of applicable law.

"Facilities" mean those facilities and Improvements located at, on, over or under the Property in which Grantee needs or reasonably requests to use, including storage space, parking facilities, communication facilities, equipment monitoring and control rooms, utility lines, connection points for integrating the Purchased Assets or their replacements with the Grantee's systems and equipment, and receiving areas, regardless of whether those facilities are located within the Leased Area.

"Force Majeure Event" shall mean any event that both (i) restricts or prevents performance by a Party under this Agreement, and (ii) is not reasonably within the control of the Party or caused by the default or negligence of the Party and could not be overcome or avoided by the exercise of due care. "Force Majeure Event" includes: acts of God; Emergency conditions; failure of facilities due to unusually severe actions of the elements like drought, flood, earthquake, storm, fire, lightning, hurricane, tornado or epidemic; war, terrorism, civil disturbance, sabotage, riot or public disorder; strike or labor action; accident; curtailment of supply, unavailability of construction materials or replacement equipment beyond the Party's reasonable control; inability to obtain and maintain rights-of-way, permits, licenses and other required authorizations from any Governmental Authority or person for any of the facilities or equipment necessary for performance by the Party hereunder; and actions, failures to act or restraints of any Governmental Authority (including expropriation, requisition and changes in law or regulations) to the extent preventing or delaying performance by the Party hereunder. Settlement of strikes and labor disputes which are Force Majeure Events shall be wholly within the discretion of the Party whose employees are on strike or involved in the labor dispute.

"Governmental Authority" means any federal, state, local, territorial or municipal government and any department, commission, board, bureau, authority, agency, court, instrumentality or judicial, regulatory or administrative body or entity, including any industry or regional bodies regulating the operations of a Party, like the North American Electric Reliability Corporation, and any balancing area authority, regardless of whether its orders or decisions have the force of law.

"Governmental Requirements" shall mean all local, state and federal governmental laws, statutes, rules and regulations, building codes, ordinances (zoning or otherwise) and permits which are, or will be, adopted, granted, amended, modified or supplemented and

which govern, affect or relate to the use, development, zoning, improvement, operation or ownership of the Property, or any portion thereof.

"Grantor Assets" shall mean all assets and Improvements owned by Grantor individually, and not as a tenant in common, located on the Property which were not included in the Purchased Assets.

"Improvements" shall mean all structures, improvements, facilities, systems, fixtures and equipment of any kind now or hereafter located on the Property, whether above or below the land surface, whether real or personal property, and whether permanent or temporary, including without limitation, all buildings, sheds, energy plants, tanks, pipelines (including meters, connections, valves and other associated equipment), cables, wires, conduits, cable trays, trenches, mains, lines, ducts, fences, towers, antennae, tunnels, driveways, streets, alleys, paved parking areas, pathways, screening walls, awnings, retaining walls, plantings, shrubs and other landscaping, irrigation and drainage pipes and facilities, lighting fixtures and signs.

"Party" or "Parties" shall individually or collectively, as the case may be, mean Grantor and its successors and assigns, or Grantee and its successors and assigns.

"Party's Property" means the assets and property owned by that Party located at the Property.

"Permittees" shall mean: the Party, its owners and managers, and their respective directors, managers, officers, employees and agents, contractors, and invitees; provided, however, that a Party shall not be included in the definition of a "Permittee" of the other Party under this Agreement.

"Person" shall mean any individual, partnership, corporation, limited liability company, trust, estate or other legal entity.

. **Grant of Easements.**

.. **Access and Use Easement for the Property.** Grantor grants to Grantee in perpetuity and at no charge, a non-exclusive easement, in, on, over, under, across and through the Property for the purpose of permitting Grantee (and its Permittees) to access the Property (including the Leased Area) and for the access and use of the Facilities located at or on the Property. This easement shall permit Grantee to own, operate, maintain, repair, replace, improve, remove and remediate the Purchased Assets at, on, under or over the Leased Area, and to exercise and enjoy Grantee's rights relating to those assets, and any purpose incidental thereto, as well as to permit it to exercise all rights and duties set forth in any Applicable Agreement. Grantor shall provide Grantee with all required utility services (including without limitation electricity, water, sewer, communication, and natural gas) (collectively, "Utilities") necessary or appropriate for the operation of the Purchased Assets in the manner in which they have historically been operated, and if Grantor does not provide those services, Grantee may arrange for the provision thereof by others. Grantee shall be provided with access to all locked or password protected areas of the Property (including equipment monitoring or regulating any of the Equipment) necessary or appropriate to permit the use and enjoyment of the easement rights granted and the Purchased Assets. Grantor shall provide Grantee with keys, cardkeys, passcodes or other applicable devices to permit that access at all times to the Leased Area and the Facilities, all at no additional cost to Grantee. This easement shall include rights to temporary use of the Property for the construction and maintenance of the Purchased Assets.

.. **Use of Property and Facilities.** The easement granted herein may be utilized in any lawful manner which is within the stated purposes noted herein, and all activities and purposes reasonably-related thereto; provided, however, that Grantee's use of the easement granted herein and Grantor's use of the Property and Improvements shall be further subject to the following:

- (i) neither Party nor its Permittees shall use the rights pursuant to this Easement or the Party's Property in a manner that unreasonably interferes with the use of the other Party's Property or rights provided pursuant to any Applicable Agreement;
- (ii) neither Party nor its Permittees shall use the rights pursuant to this Easement or Party's Property in a manner that unreasonably interferes with the use of or damages the other Party's Property;
- (iii) neither Party nor its Permittees shall use the rights pursuant to this Easement or the Party's Property in a manner or for a purpose which causes the other Party or any of the other Party's Property to be in violation of, or in noncompliance with, any Governmental Requirements;
- (iv) neither Party nor its Permittees shall use the rights pursuant to this Easement or easements granted to such Party herein in a manner which constitutes or produces a nuisance or disturbance to the other Party's Property other than noises, vibrations, odors, dust, emissions and electro-magnetic interferences or disturbances and the like which are lawfully and customarily incidental to the transmission of electrical energy or other uses

currently existing at the Power Station as of the date of this Agreement and as it may change hereafter in the ordinary course of its operations; **and**

- (v) neither Party nor its Permittees shall construct Improvements or undertake any actions on the Property or alter any of the Equipment in a manner that interferes with the use or operation of the other Party's Property without the prior written consent of that other Party.

. **Maintenance and Repair.** Any and all Equipment which are used in connection with an easement granted hereunder shall be used, operated, maintained, repaired, altered, improved, replaced and/or removed in accordance with the O&M Agreement for so long as it remains in effect. Thereafter, Grantor and Grantee shall each have the right to use the Equipment in compliance with the provisions of Section 2.2 unless they otherwise agree.

. **Relocation of Easements.** At the request of either Party, the areas burdened by the easement granted herein shall be subject to relocation upon the consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. The cost of the relocation shall be determined as set forth in the O&M Agreement, which provisions shall continue to apply even after its termination unless the Parties otherwise agree.

. **Defaults/Enforcement**

.. **Defaults.** A Party shall be in default under this Agreement if the Party: (a) fails to pay amounts due hereunder (other than disputed payments) and the failure is not cured within thirty (30) days after the Party has received notice of the default pursuant to Section 10.2; or (b) defaults on any other material obligation under this Agreement after notice provided pursuant to Section 10.2 by the other Party, provided, the Party shall have up to sixty (60) days after the notice is given to cure the default or make substantial progress (in the reasonable opinion of the other Party) towards curing the default (but in no event shall the cure period exceed one hundred (100) days).

5.2 Remedies. In the event of a default by a Party, the non-defaulting Party (or its Permittees as directed by and on behalf of the non-defaulting Party), shall have the following remedies (but without obligation), exercisable only after due inquiry that a default has occurred and is continuing:

A. In its sole and absolute discretion, to cure the default of the defaulting Party by making or tendering the required payment or performance and permitting the defaulting Party's continued exercise of its other rights under this Agreement, provided that any amounts paid by the non-defaulting Party shall be treated as a demand loan to the defaulting Party, which loan shall accrue interest until repaid in full at the rate of interest per annum equal to the lesser of (i) five percent (5.0%) above the prime rate which is the rate reported in the "Money

Rates" section of *The Wall Street Journal* or (ii) the maximum rate of interest permitted by applicable law ("Default Interest Rate");

B. To seek monetary damages and/or bring an action to specifically enforce the provisions of this Agreement; or

C. To exercise (or appoint any of its Permittees to exercise on its behalf) any and all other rights and remedies which the non-defaulting Party might otherwise have at law or in equity, except as provided below.

Under no circumstances shall termination of this Agreement or blocking the access to and use of the Property as noted herein be available to the non-defaulting Party as a remedy for the breach or default of a defaulting Party. The Parties agree that other than specific performance, the remedies of the Parties are limited to monetary damages. Except as noted above, all of the foregoing remedies are cumulative and non-exclusive, and the exercise of any one remedy at any one time shall not constitute the waiver of any other remedy at a later or different time; provided, however, that all available remedies shall be subject to the limitations on liability provided for pursuant to any Applicable Agreements.

5.3. Reimbursement of Expenses to Cure; Lien. If any Party elects to cure an event of default of another Party, the defaulting Party will reimburse the curing Party upon demand for its expenses incurred in rendering the cure, plus interest at the Default Interest Rate.

5.4 No Waiver. The failure of any aggrieved Party to enforce any covenant, condition, restriction or provision herein contained shall in no event be deemed to be a waiver of the right thereafter to do so, nor of the right to enforce any other covenant, condition, restriction or provision set forth in this Agreement. A Party shall be considered to have waived any rights hereunder only if the waiver shall be in writing and signed by the waiving Party.

5.5 Force Majeure. Except for the obligations of either Party to make payments of amounts then due hereunder to the other Party, obligations of either Party shall be excused from performance and shall not be considered to be in default in respect to any obligation hereunder to the extent the failure of performance shall be due to a Force Majeure Event, but only to the minimum extent that performance is actually prevented by the Force Majeure Event. A Party shall give notice of delay due to a Force Majeure Event to the other Party promptly upon obtaining actual knowledge of the occurrence of the event with respect to which the Party intends to claim a permitted delay hereunder.

6. Termination. Unless Grantee otherwise expressly agrees in writing, this Easement shall continue so long as and shall not terminate so long as any of the Purchased Assets exist on the Property, including any replacements of or additions to those Purchased Assets, and for so long as any of the Applicable Agreements remain in effect, whichever is longer. If the Lease is terminated without a replacement lease being entered into between the Parties, and Grantee has not agreed that this Easement shall terminate, Grantee shall continue to have a continuing non-revocable, permanent license and easement to access and occupy the Property and Leased Area as provided herein.

If Grantee has approved a termination of this Easement, Grantee shall record in the public records of Henry County, Ohio, a notice of termination of this Easement within sixty (60) days of the termination date.

7. **Arbitration; Governing Law; Waiver of Jury Trial.** This Easement shall be governed by the laws of the State of Ohio, without regard to its conflict of laws principles. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS WHICH IT MAY HAVE TO A JURY TRIAL WITH RESPECT TO ANY SUIT, LEGAL ACTION OR PROCEEDING BROUGHT BY OR AGAINST IT OR ANY OF ITS AFFILIATES RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

8. **Run with Property.** Each and all of the easements, covenants, conditions and restrictions set forth in this Agreement shall run with and bind the Property. All covenants, conditions and restrictions set forth in this Agreement shall be equitable servitudes. All of the easements, covenants, conditions and restrictions set forth in this Agreement shall benefit and be binding upon each Party and their respective heirs, successors and assigns and shall create reciprocal rights and obligations, and privity of contract and estate between and among, the Parties and their respective heirs, successors and assigns. No Permittee of a Party shall acquire any rights of a Party hereunder, except to the extent the Party's rights are expressly assigned to the Permittee and the Permittee expressly assumes in writing the obligations, duties and liabilities of the Party under this Agreement accruing from and after the date of assignment. In no event shall the consent or approval of any Permittee be required in connection with, or as a condition to, any amendment, modification or termination of this Agreement.

9. Miscellaneous Provisions.

9.1 Constructive Notice and Acceptance. Every Person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition, restriction and provision contained in this Agreement, whether or not any reference to this Agreement is contained in the instrument by which the Person acquired an interest in the Property.

9.2 Notices. Any notice required or authorized to be given hereunder or any other communications between the Parties shall be in writing (unless otherwise expressly provided) and shall be served personally, by reputable express courier service (such as Federal Express) for next business day delivery, or by facsimile transmission, and in any such case, addressed to the relevant Party at the address stated below (as such address may be updated pursuant hereto). Any notice given personally shall be deemed to have been served on delivery, any notice given by express courier service shall be deemed to have been served one (1) business day after the same shall have been delivered to the relevant courier, and any notice so given by facsimile or e-mail transmission shall be deemed to have been served upon successful dispatch if sent before 5:00 p.m. on a business day, or on the next business day if sent thereafter. As proof of service it shall be sufficient to produce, as applicable, a receipt showing personal service, the receipt of a reputable courier company showing the correct address of the addressee, or an activity report of the sender's facsimile machine or computer, certified by the sender to be true, complete, and correct and showing the correct facsimile number or e-mail address, as applicable, of the Party on whom notice is served, the correct number of pages transmitted and the date of dispatch, and a status report indicating a successful transmission.

The Parties' addresses for service are as follows, although each Party may change its address for service by written notice to the other Parties given as provided in this Section 9.2:

If to Grantor:

City of Napoleon, Ohio
255 West Riverview Avenue, PO Box 151
Napoleon, Ohio 43545
Attn: Joel Mazur
Phone: 419-592-4010
E-Mail: jmazur@napoleonohio.com

With a copy to:

Law Director, City of Napoleon, Ohio
255 West Riverview Avenue, PO Box 151
Napoleon, Ohio 43545
Attn: Billy D. Harmon
Phone: 419-592-4010
E-Mail: bharmon@napoleonohio.com

Grantee: AMP Transmission, LLC
1111 Schrock Road, Suite 100
Columbus, OH 43229
Attn: Pamala M. Sullivan
Phone: 614-540-0971
E-Mail: psullivan@amppartners.org

with a copy to: AMP Transmission, LLC
1111 Schrock Road, Suite 100
Columbus, OH 43229
Attn: Lisa G. McAlister
Phone: 614-540-1111
Fax: 614-540-6397
E-Mail: lmcaster@amppartners.org

9.3 Headings. Section headings used in this Agreement are inserted for convenience only and are not intended to be a part hereof or in any way to define, limit or describe the scope and intent of the particular provisions to which they refer.

9.4 Effect of Invalidation. Each covenant, condition and restriction of this Agreement is intended to be, and shall be construed as, independent and severable from each other covenant, condition and restriction. If any covenant, condition or restriction of this Agreement is held to be invalid by any court, the invalidity of the covenant, condition or restriction shall not affect the validity of the remaining covenants, conditions and restrictions hereof.

9.5 Estoppels. Within twenty (20) days following a request in writing by a Party, the other Party shall execute and deliver to any prospective purchaser or other lender to the requesting Party an estoppel certificate confirming that (i) this Agreement is in full force and effect, and has not been modified or amended (or stating any modifications or amendments), and (ii) to the knowledge of the certifying Party, there are no existing uncured defaults by any Party under this Agreement (or if any default exists, a description of the default).

9.6 Amendments. Any amendments or modifications of this Agreement shall be made only in a writing executed by all Parties.

9.7 Construction. The language in all parts of this Agreement shall in all cases be construed as a whole and in accordance with its fair meaning, and shall not be construed strictly for or against any of the Parties.

9.8 Exhibits. All exhibits attached to this Agreement are incorporated herein by this reference.

9.9 Third Party Beneficiaries. Except as otherwise expressly set forth herein, this Agreement is not intended to benefit any third party.

9.10 Further Assurances. Each Party agrees that it will, at any time and from time to time, upon the written request of the other Party, execute and deliver further documents (in recordable form, if appropriate under the circumstances) and do further acts and things, as the requesting Party may reasonably request to effect the purposes of this Agreement.

9.11 Entire Agreement. This Easement sets forth the entire agreement of the Parties and supersedes all prior agreements related to its subject matter, provided, however, that nothing in this Agreement shall affect the terms of any of the Applicable Agreements.

9.12 No Partnership. The Parties are independent of each other and no partnership, joint venture, association or principal and agency relationship between the Parties is created hereby.

IN WITNESS THEREOF, the Parties have entered into this Agreement as of the date first set forth above.

THE CITY OF NAPOLEON, OHIO,
an Ohio municipal corporation

By: _____
Its: _____

AMP TRANSMISSION, LLC,
an Ohio non-profit corporation

By: _____
Its: _____

This instrument prepared by, and when recorded return to:

STATE OF OHIO }
 } ss.
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, the _____ of the City of Napoleon, Ohio, an Ohio municipal corporation, on its behalf.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal:

Notary Public Signature

STATE OF OHIO }
 } ss.
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, the _____ of AMP Transmission, LLC, an Ohio non-profit limited liability company, on its behalf.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal:

Notary Public Signature

EASEMENT EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That certain real property situated in the State of Ohio, County of Henry, more particularly described as follows:

Parcel 280795140080

Located on Industrial Drive within the Napoleon city limits

41.411080, -84.096479

0.9301 acres

TShp: LIBERTY TWP | Qtr: NE | Sctn: 7 | Twn: 5 | Rng: 7 | Desc: 6.355 PCL SLIDE 265B

CVT: HENRY COUNTY | SDIV: SUBSTATION SUBDIVISION (NE 7-5-7) SLIDE 265B |

Lot 4 | Desc: SLIDE 265B ETAL

EASEMENT EXHIBIT B

LEGAL DESCRIPTION OF THE LEASED AREA

That certain real property situated in the State of Ohio, County of Henry, more particularly described as follows:

Parcel 280795140080

Located on Industrial Drive within the Napoleon city limits

41.411080, -84.096479

0.9301 acres

TShp: LIBERTY TWP | Qtr: NE | Sctn: 7 | Twn: 5 | Rng: 7 | Desc: 6.355 PCL SLIDE 265B

CVT: HENRY COUNTY | SDIV: SUBSTATION SUBDIVISION (NE 7-5-7) SLIDE 265B |

Lot 4 | Desc: SLIDE 265B ETAL

Exhibit D

Legal Description of Site

That certain real property situated in the State of Ohio, County of Henry, more particularly described as follows:

Parcel 280795140080

Located on Industrial Drive within the Napoleon city limits

41.411080, -84.096479

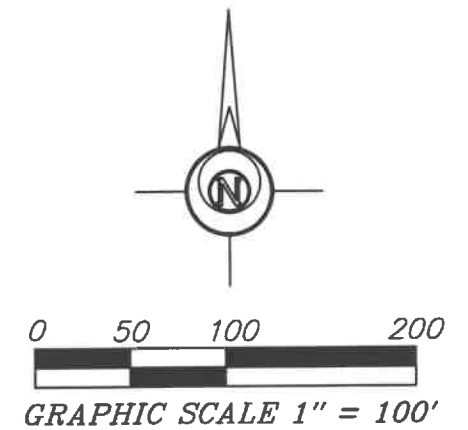
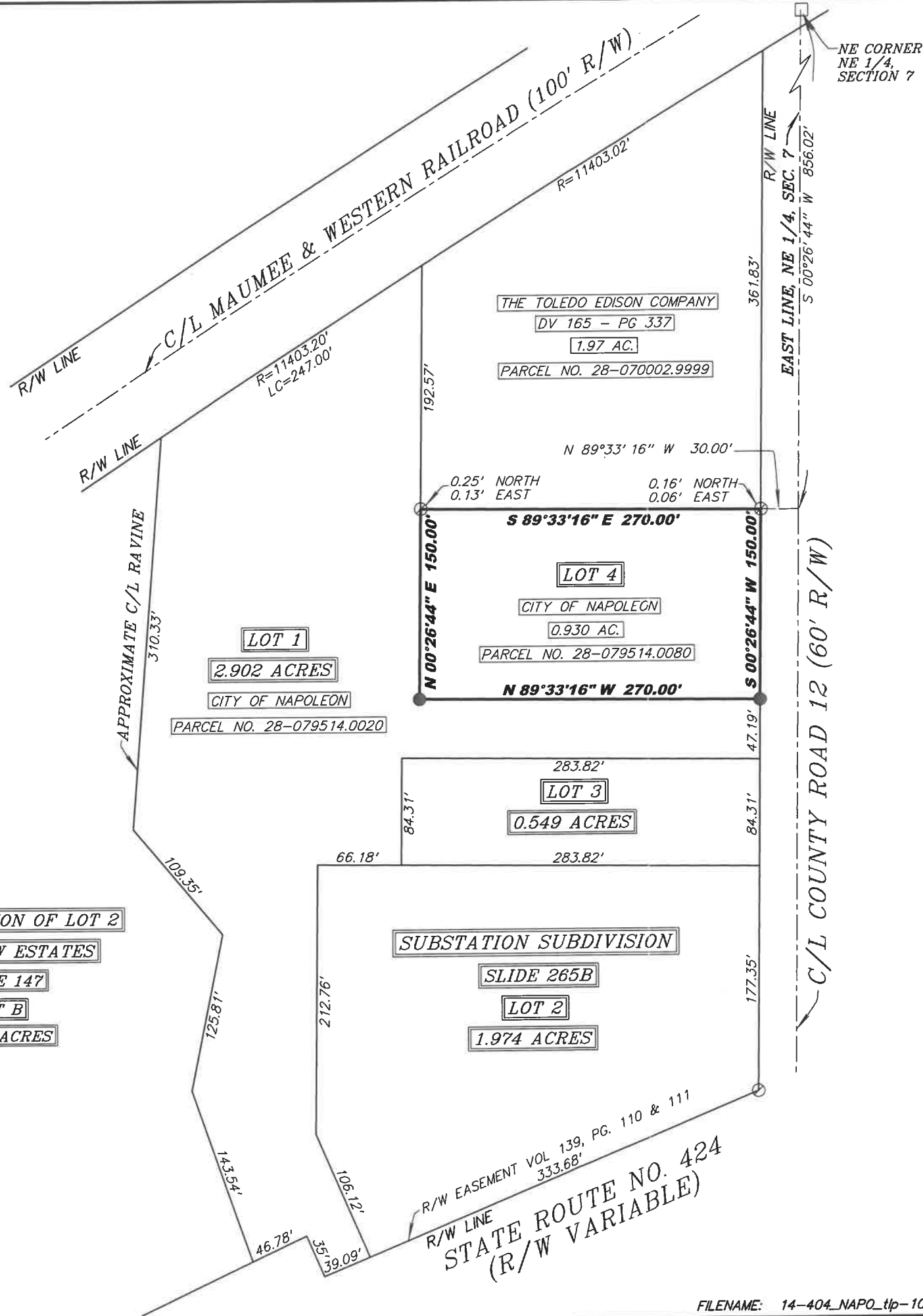
0.9301 acres

TShp: LIBERTY TWP | Qtr: NE | Sctn: 7 | Twn: 5 | Rng: 7 | Desc: 6.355 PCL SLIDE 265B

CVT: HENRY COUNTY | SDIV: SUBSTATION SUBDIVISION (NE 7-5-7) SLIDE 265B |

Lot 4 | Desc: SLIDE 265B ETAL

4818-4373-2204, v. 1



- LEGEND**
- 5/8" REBAR WITH ID CAP SET
 - 5/8" REBAR WITH ID CAP SET
 - 1" REBAR FOUND IN MONUMENT BOX

NOTE: BEARINGS BASED UPON STATE PLANE COORDINATES

I HEREBY CERTIFY THIS TO BE A SURVEY MADE UNDER MY S
AND THAT THE MONUMENTS ARE FOUND AND/OR SET AS IN

11-4-14
Date

[Signature]
Gregory A. Bockrath, P.S.
Registered Surveyor No. 8306
115 S. Fair Avenue, Suite A
Ottawa, Ohio 45875
419-523-5789

City of Napoleon
Electric Department
00022-2



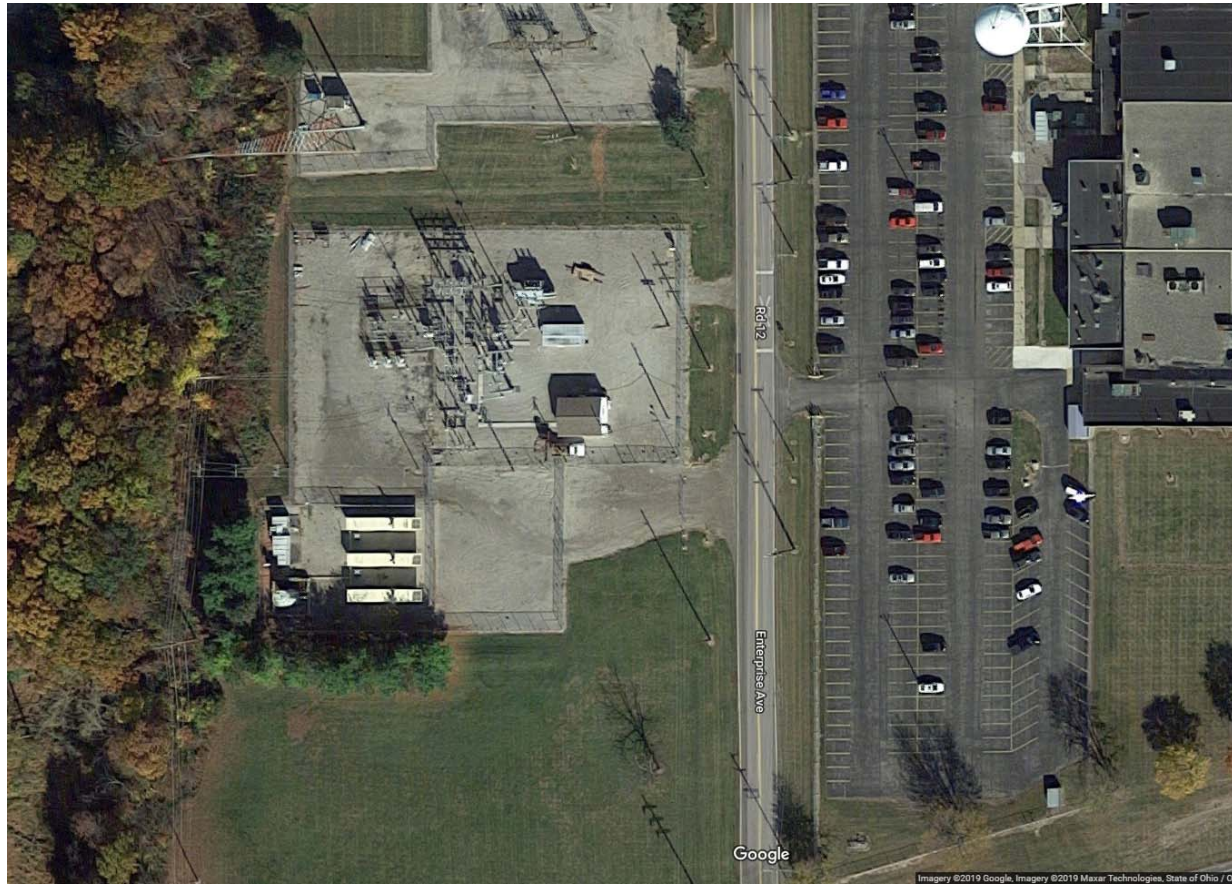
RETRACEMENT SURVEY FOR:
CITY OF NAPOLEON

BEING LOT 4 IN SUBSTATION SUBDIVISION &
PART OF THE NORTHEAST 1/4
OF SECTION 7, T5N - R7E,
LIBERTY TOWNSHIP,
HENRY COUNTY, OHIO

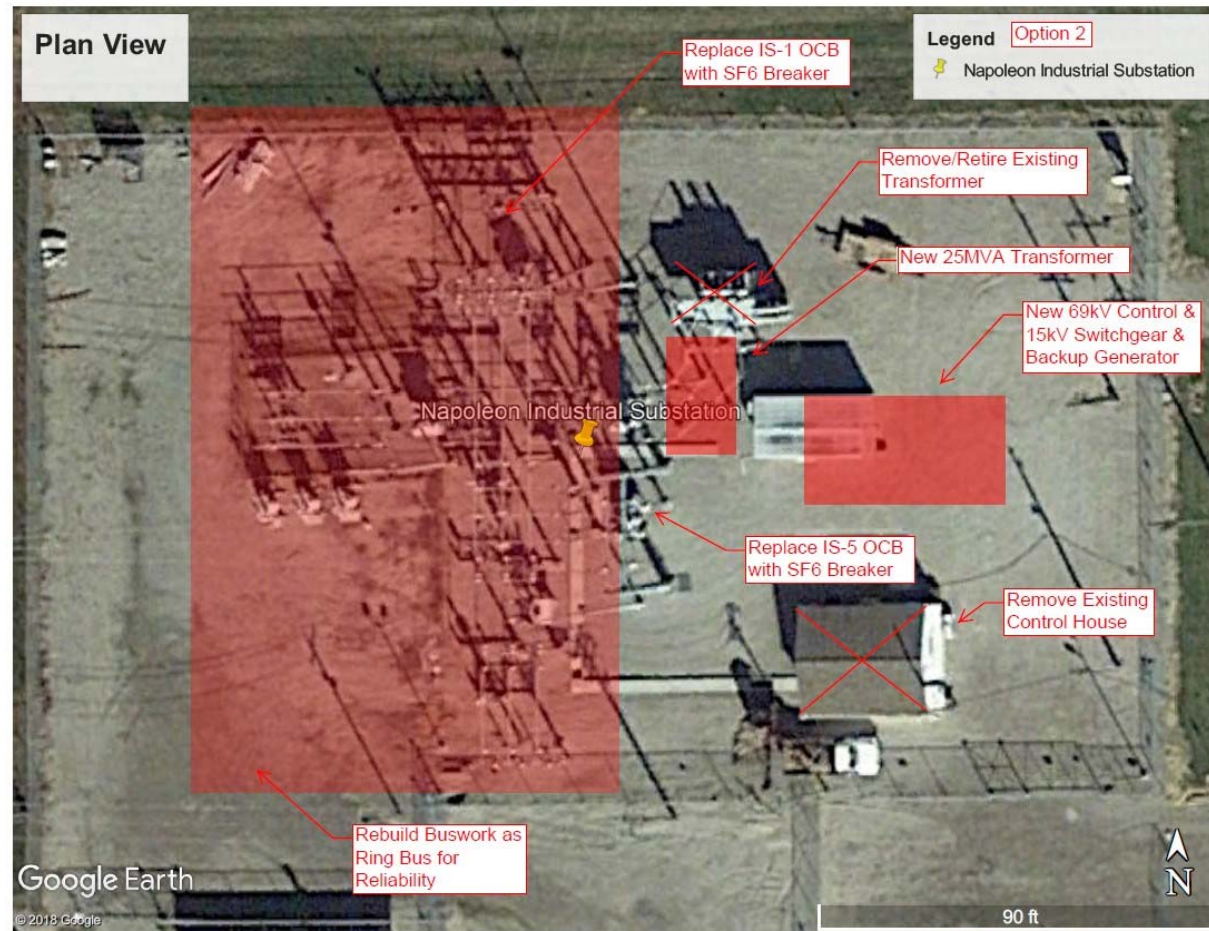
Bockrath & Associates
Engineering and Surveying, LLC
115 S. Fair Avenue, Suite A - Ottawa - Ohio
Phone: 419.523.5789

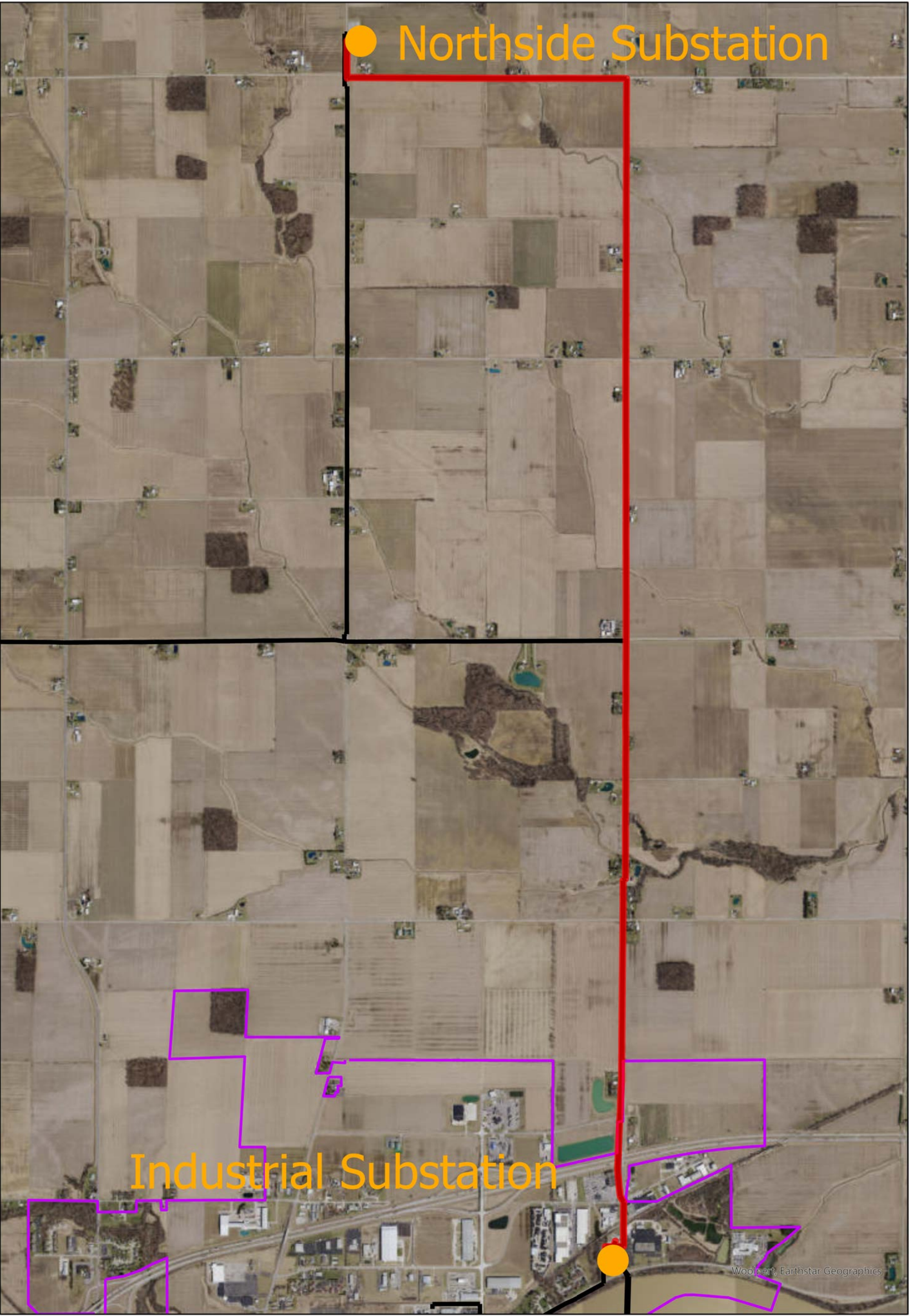
THIS SURVEY WAS PERFORMED WITHOUT THE
BENEFIT OF A TITLE EXAMINATION. BEYOND
THE DEED DOCUMENTS CITED ON THE SURVEY
DRAWING THERE MAY BE RECORDED OR UN-
RECORDED EASEMENTS AND/OR
ENCUMBRANCES BENEFITING OR ENCUMBERING
THE SURVEYED PROPERTY WHICH ARE NOT
SHOWN ON THIS DRAWING.

Industrial Substation



Industrial Substation





City of Napoleon:
Transmission Lines from
Northside to Industrial Substation

**BILL OF SALE
RELATED TO THE INDUSTRIAL SUBSTATION**

For the sum of five million, five hundred thirty seven thousand, seven hundred thirty seven dollars and sixty two cents (\$5,537,737.62) for the assets, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of Napoleon, Ohio ("Seller"), with an address at 255 West Riverview Avenue, PO Box 151, Napoleon, Ohio 43545, hereby unconditionally and irrevocably grants, bargains, transfers, sells, assigns, conveys, and delivers to AMP Transmission, LLC ("Buyer"), with an address at 1111 Schrock Road, Suite 100, Columbus, Ohio 43229, its successors and assigns forever, all of the Seller's right, title, and interest, legal or equitable, in and to the following described asset and all appurtenances thereto (hereinafter, collectively, the "Equipment"):

Five (5) 69kV breakers and associated equipment, including current and voltage transformers, station post insulators and associated equipment. Seller also owns 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.

For clarity, the Equipment does not include any other facilities and equipment associated with voltages less than 69 kV within the substation footprints.

THE PROPERTY IS BEING SOLD AND CONVEYED BY SELLER TO (AND ACCEPTED BY) BUYER IN ITS EXISTING CONDITION AS-IS, WHERE-IS, WITH ALL FAULTS (KNOWN OR UNKNOWN, LATENT, DISCOVERABLE OR UNDISCOVERABLE), AND WITHOUT ANY WRITTEN OR VERBAL REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR CONFORMITY TO MODELS OR SAMPLES OR MATERIALS. Notwithstanding the foregoing, Seller hereby assigns to Buyer all warranties which Seller received relating to the Equipment.

Nothing herein shall be deemed or construed as an assumption by Buyer of, and Buyer does not hereby assume, any obligations or liabilities of Seller with respect to any of the Property which existed prior to the date hereof. However, Buyer hereby assumes any and all liability owed or which may become owed to any third party arising out of or in any way related to Buyer's acquisition, use or disposal of the Equipment, including but not limited to damages to any persons or property incurred after the date of this Bill of Sale.

This Bill of Sale constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and prior agreements and understandings relating to the sale of the Equipment. This Bill of Sale shall be governed and construed in accordance with the laws of the State of Ohio. No modification or waiver of any provision hereof will be effective unless made in writing and signed by Seller and Buyer, and then only to the extent provided in such writing.

IN WITNESS WHEREOF, this Bill of Sale is being executed and delivered by
Seller as of _____, 2021.

CITY OF NAPOLEON, OHIO

BY: _____
Joel L. Mazur
City Manager

APPROVED AS TO FORM:

Bill Harmon
Law Director

ACCEPTED AND AGREED:

AMP TRANSMISSION, LLC

By: _____
Name: Pamala M. Sullivan
Title: President

Approved as to Form:

By: _____
Name: Lisa G. McAlister
Title: General Counsel

**Assignment and Assumption Agreement by and between
AMP Transmission, LLC and Napoleon, Ohio
Related to the Industrial Substation**

This Assignment and Assumption Agreement (the "Agreement"), effective as of _____, 2021 (the "Effective Date"), is by and between the City of Napoleon, Ohio ("Seller") and AMP Transmission, LLC ("Buyer").

WHEREAS, Seller and Buyer have entered into a certain Asset Purchase and Sale Agreement, dated as of _____, 2021 (the "Purchase Agreement") by and among Buyer and Seller, pursuant to which, among other things, Seller has agreed to assign and transfer, and Buyer has agreed to accept and assume, certain rights and obligations of the Seller under the Assigned Contracts and the Assumed Liabilities, on the terms and subject to the conditions more fully described in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.
2. Assignment and Assumption. Seller hereby sells, assigns, grants, conveys and transfers to Buyer all of Seller's right, title and interest in and to the Assigned Contracts and the Assumed Liabilities. Buyer hereby accepts and assumes the assignment and transfers of the Assigned Contracts and the Assumed Liabilities pursuant to the terms and conditions set forth in the Purchase Agreement.
3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Contracts are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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

SELLER:

THE CITY OF NAPOLEON, OHIO

By: _____
Name: Joel L. Mazur
Title: City Manager

Approved as to form:

By: _____
Name: Bill Harmon
Title: Law Director

BUYER:

AMP TRANSMISSION, LLC

By: _____
Name: Pamala M. Sullivan
Title: President

Approved as to form:

By: _____
Name: Lisa G. McAlister
Title: General Counsel

CERTIFICATE OF NON FOREIGN STATUS

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform AMP Transmission, LLC (the "Transferee") that withholding of tax is not required upon the disposition of a U.S. real property interest by the City of Napoleon, Ohio (the "Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

1. That the Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and the Treasury Regulations promulgated thereunder);
2. That the Transferor is not a disregarded entity as defined in the Treasury Regulation Section 1.1445-2(b)(2)(iii);
3. The Transferor's U.S. Employer Identification Number is: 34-6400941; and,
4. The Transferor's address is: 255 West Riverview Avenue, PO Box 151, Napoleon, Ohio 43545.

The Transferor understands that this certification will be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS CERTIFICATION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS TRUE, CORRECT AND COMPLETE, AND I FURTHER DECLARE THAT I HAVE AUTHORITY TO SIGN THIS DOCUMENT ON BEHALF OF THE TRANSFEROR.

DATED: _____

City of Napoleon, Ohio

By: _____

Joel L. Mazur

City Manager, City of Napoleon, Ohio

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

Exhibit "A"

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 *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 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

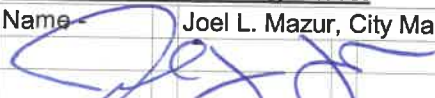
CITY OF NAPOLEON, OHIO - PSCAF
POWER SUPPLY COST ADJUSTMENT FACTOR (PSCAF) - COMPUTATION OF MONTHLY PSCAF
 COMPUTATIONS WITH CORRECTED DATA FROM JULY, 2015, THROUGH MARCH, 2017

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		Rolling 3 Month Average Cost	Less: Fixed Base Power Supply Cost	PSCA Dollar Difference + or (-)	PSCA-Corrt'd. 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	
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	34,984,659	\$ 3,021,237.53	\$ 0.08636	\$ (0.07194)	\$ 0.01442	\$ 0.01550	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	0.1232
June 21	Aug 21	13,563,554	\$ 1,066,460.78	35,867,193	\$ 2,948,746.67	\$ 0.08221	\$ (0.07194)	\$ 0.01027	\$ 0.01104	

** 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 \$0.01377 to \$0.01056 to reflect corrected PSCAF with adjustment for Aug 20 by -\$0.003210 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 - Preparer's Signature: Name - Lori A. Rausch, Utility Billing Administrator  Signature _____ Date 7/16/2021	PSCAF - Reviewers Signature: Name - Joel L. Mazur, City Manager  Signature _____ Date 7/16/2021
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DETAIL INFORMATION OF POWER CHARGES June, 2021
City of Napoleon

FOR THE MONTH OF: June, 2021

Total Metered Load kWh: 13,618,223
Transmission Losses kWh: -54,669
Distribution Losses kWh: 0
Total Energy Req. kWh: 13,563,554

Time of Pool Peak: 06/29/2021 @ H.E. 14:00
Time of Municipal Peak: 06/29/2021 @ H.E. 13:00
Transmission Peak: July,09,2020 @ H.E. 17:00

Coincident Peak kW: 30,320
Municipal Peak kW: 30,369
Transmission Peak kW: 30,214
PJM Capacity Requirement kW: 27,922

City of Napoleon Resources

AMP CT - Sched @ ATSI

Demand Charge:	\$2.625981 kW	12,400 kW =	\$32,562.17
Energy Charge:	\$0.090550 kWh	161,226 kWh =	\$14,599.05
Transmission Credit:			-\$50,504.82
Capacity Credit:	\$3.759500 kW	-12,400 kW =	-\$46,617.80
Subtotal			-\$49,961.40

Fremont - sched @ Fremont

Demand Charge:	\$3.862636 kW	8,767 kW =	\$33,863.73
Energy Charge:	\$0.029349 kWh	3,789,186 kWh =	\$111,207.99
Net Congestion, Losses, FTR:			\$3,028.55
Capacity Credit:	\$5.132049 kW	-8,767 kW =	-\$44,992.67
Debt Service:	\$4.960930 kW	8,767 kW =	\$43,492.47
Adjustment for prior month:			\$31.97
Subtotal		3,789,186 kWh	\$146,632.04

AMP Hydro CSW - Sched @ PJMC

Demand Charge:	\$55.353999 kW	3,498 kW =	\$193,628.29
Energy Charge:	\$0.027000 kWh	2,086,192 kWh =	\$56,327.21
Net Congestion, Losses, FTR:			\$35.25
Capacity Credit:	\$1.009174 kW	-3,498 kW =	-\$3,530.09
REC Credit (Estimate):			-\$18,254.19
Subtotal		2,086,192 kWh	\$228,206.47

Meldahl Hydro - Sched @ Meldahl Bus

Demand Charge:	\$31.544881 kW	504 kW =	\$15,898.62
Energy Charge:	\$0.027000 kWh	262,888 kWh =	\$7,097.99
Net Congestion, Losses, FTR:			-\$30.11
Capacity Credit:	\$4.244881 kW	-504 kW =	-\$2,139.42
REC Credit (Estimate):			-\$2,300.27
Subtotal		262,888 kWh	\$18,526.81

JV6 - Sched @ ATSI

Demand Charge:	\$3.741000 kW	300 kW =	\$1,122.30
Energy Charge:		15,955 kWh =	
Transmission Credit:		-300 kW =	
Capacity Credit:	\$0.631800 kW	-300 kW =	-\$189.54
Subtotal			\$932.76

Greenup Hydro - Sched @ Greenup Bus

Demand Charge:	\$26.100000 kW	330 kW =	\$8,613.00
Energy Charge:	\$0.009000 kWh	160,365 kWh =	\$1,443.29
Net Congestion, Losses, FTR:			-\$50.92
Capacity Credit:	\$3.464455 kW	-330 kW =	-\$1,143.27
REC Credit (Estimate):			-\$1,403.20
Subtotal		160,365 kWh	\$7,458.90

Prairie State - Sched @ PJMC

Demand Charge:	\$12.014367 kW	4,976 kW =	\$59,783.49
Energy Charge:	\$0.006175 kWh	3,508,319 kWh =	\$21,664.91
Net Congestion, Losses, FTR:			-\$446.38
Capacity Credit:	\$3.843577 kW	-4,976 kW =	-\$19,125.64
Debt Service:	\$22.988127 kW	4,976 kW =	\$114,388.92
Transmission from PSEC to PJM/MISO, including non-Prairie State variable charges/credits:	\$0.003044 kWh	3,508,319 kWh =	\$10,680.41
Subtotal		3,508,319 kWh	\$186,945.71

DETAIL INFORMATION OF POWER CHARGES June, 2021
City of Napoleon

NYPA - Sched @ NYIS

Demand Charge:	\$4.084926 kW	940 kW =	\$3,839.83
Energy Charge:	\$0.021341 kWh	515,878 kWh =	\$11,009.36
Net Congestion, Losses, FTR:			\$1,310.24
Capacity Credit:	\$5.230000 kW	-935 kW =	-\$4,890.05
Adjustment for prior month:			-\$791.15
Subtotal		515,878 kWh	\$10,478.23

JV5 - 7X24 @ ATSI

Demand Charge:	\$6.266852 kW	3,088 kW =	\$19,352.04
Energy Charge:	\$0.019382 kWh	2,223,360 kWh =	\$43,092.15
Transmission Credit:	\$6.133229 kW	-3,088 kW =	-\$18,939.41
Capacity Credit:	\$5.227497 kW	-3,088 kW =	-\$16,142.51
Debt Service (current month):	\$17.934524 kW	3,088 kW =	\$55,381.81
Subtotal		2,223,360 kWh	\$82,744.08

JV5 Losses - Sched @ ATSI

Energy Charge:		32,419 kWh =	
Subtotal		32,419 kWh	\$0.00

JV2 - Sched @ ATSI

Demand Charge:	\$2.730000 kW	264 kW =	\$720.72
Energy Charge:		2,860 kWh =	
Transmission Credit:	\$4.802273 kW	-264 kW =	-\$1,267.80
Capacity Credit:	\$4.913826 kW	-264 kW =	-\$1,297.25
JV2 Project Fuel Costs not recovered through Energy Sales to Market :			\$250.56
Subtotal		2,860 kWh	-\$1,593.77

AMP Solar Phase I - Sched @ ATSI

Demand Charge:		1,040 kW =	
Energy Charge:	\$0.036330 kWh	149,535 kWh =	\$5,432.62
Transmission Credit:			-\$3,379.41
Capacity Credit:	\$2.831077 kW	-1,040 kWh =	-\$2,944.32
Subtotal		149,535 kWh	-\$891.11

Efficiency Smart Power Plant 2020-23

ESPP 2020-2023 obligation @ \$1.650 /MWh x 144,873.2 MWh / 12:			\$19,920.07
Subtotal			\$19,920.07

Northern Power Pool -

On Peak Energy Charge: (M-F HE 08-23 EDT)	\$0.038209 kWh	520,734 kWh =	\$19,896.89
Off Peak Energy Charge:	\$0.023813 kWh	660,374 kWh =	\$15,725.34
Sale of Excess Non-Pool Resources to Pool:	\$0.033077 kWh	-525,741 kWh =	-\$17,389.89
Pool Congestion Hedge:			\$3,733.31
Subtotal		655,367 kWh	\$21,965.65

TRANSMISSION / CAPACITY / ANCILLARY SERVICES -

Demand Charge:	\$6.133229 kW	30,214 kW =	\$185,309.37
Energy Charge:	\$0.000824 kWh	11,340,194 kWh =	\$9,339.79
RPM (Capacity) Charges:	\$6.803149 kW	27,922 kW =	\$189,957.52
Subtotal			\$384,606.68

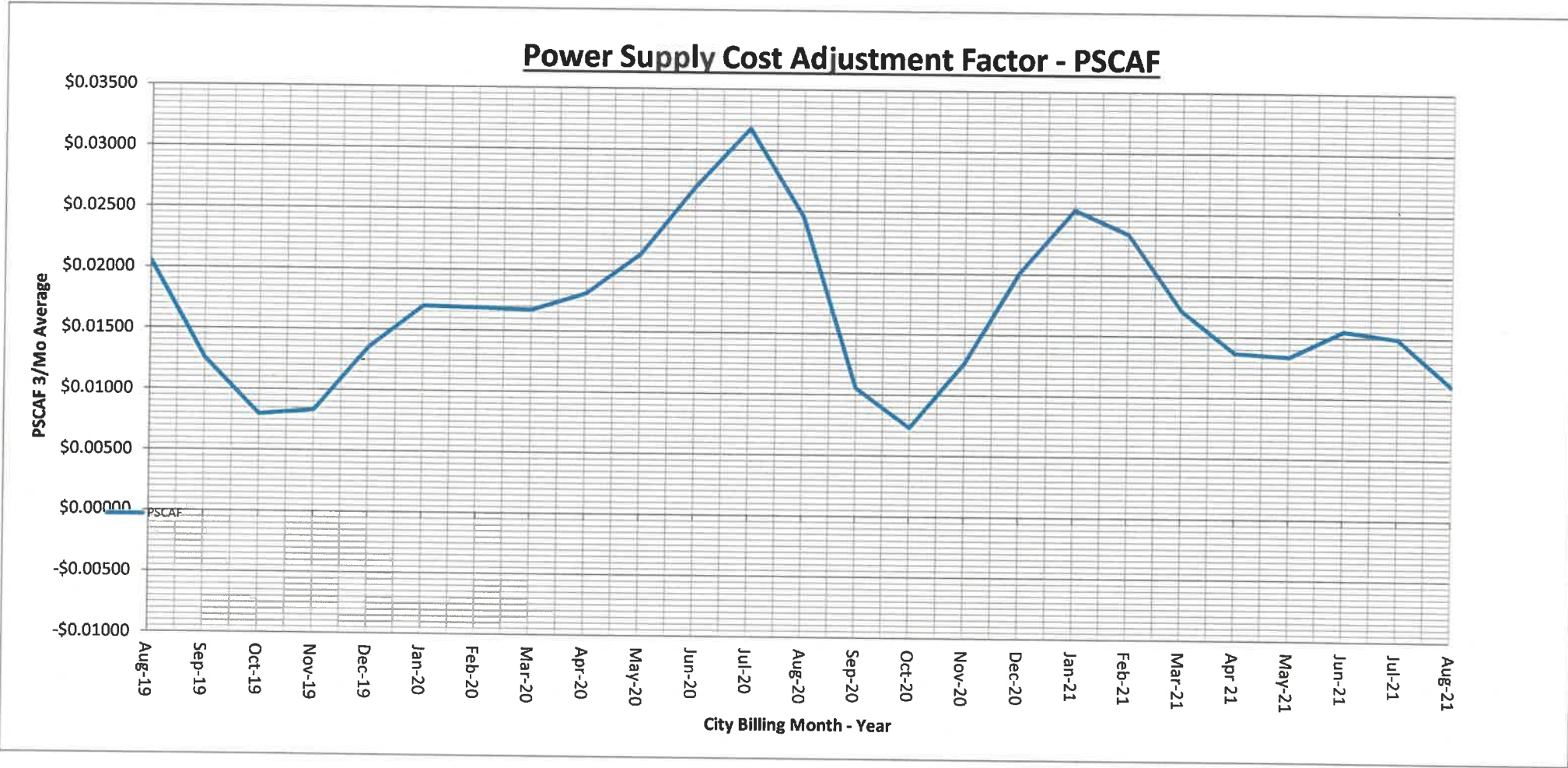
OTHER CHARGES:

Dispatch Center Charges:	\$0.000036 kWh	13,618,223 kWh =	\$485.57
Service Fee A	\$0.000229 kWh	11,593,039 kWh =	\$2,654.81
SFA Adjustment for January-June			-\$549.29
Service Fee B	\$0.000580 kWh	13,618,223 kWh =	\$7,898.57
Subtotal			\$10,489.66

Total Demand Charges			\$371,867.12
Total Energy Charges			\$299,497.32
Total Transmission/Capacity/Ancillary Services			\$384,606.68
Total Other Charges			\$10,489.66
Total Miscellaneous Charges			\$0.00

GRAND TOTAL POWER INVOICE

\$1,066,460.78



BILLING SUMMARY AND CONSUMPTION for BILLING CYCLE -August, 2021

2021 - AUGUST BILLING WITH JUNE 2021 AMP BILLING PERIOD AND JULY 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	JUNE, 2021	30	30.369						
City-System Data Month	JULY, 2021	31							
City-Monthly Billing Cycle	AUGUST, 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 POOL	JV-2 PEAKING SCHED. @ ATSI	AMP-HYDRO CSW SCHED. @ PJMC	MELDAHL-HYDRO SCHED. @ MELDAHL BUS	GREENUP HYDRO SCHED. @ GREENUP BUS
Delivered kWh (On Peak) ->	161,226	3,789,186	3,508,319		520,734	2,860	2,086,192	262,888	160,365
Delivered kWh (Off Peak) ->					660,374				
Delivered kWh (Replacement/Losses/Offset) ->									
Delivered kWh/Sale (Credits) ->					-525,741				
Net Total Delivered kWh as Billed ->	161,226	3,789,186	3,508,319	0	655,367	2,860	2,086,192	262,888	160,365
Percent % of Total Power Purchased->	1.1887%	27.9367%	25.8658%	0.0000%	4.8318%	0.0211%	15.3809%	1.9382%	1.1823%
COST OF PURCHASED POWER:									
DEMAND CHARGES (+Debits)									
Demand Charges	\$32,562.17	\$33,863.73	\$59,783.49			\$720.72	\$193,628.29	\$15,898.62	\$8,613.00
Debt Services (Principal & Interest)		\$43,492.47	\$114,388.92						
DEMAND CHARGES (-Credits)									
Transmission Charges (Demand-Credits)	-\$50,504.82					-\$1,267.80			
Capacity Credit	-\$46,617.80	-\$44,992.67	-\$19,125.64			-\$1,297.25	-\$3,530.09	-\$2,139.42	-\$1,143.27
Sub-Total Demand Charges	-\$64,560.45	\$32,363.53	\$155,046.77	\$0.00	\$0.00	-\$1,844.33	\$190,098.20	\$13,759.20	\$7,469.73
ENERGY CHARGES (+Debits):									
Energy Charges - (On Peak)	\$14,599.05	\$111,207.99	\$21,664.91		\$19,896.89		\$56,327.21	\$7,097.99	\$1,443.29
Energy Charges - (Replacement/Off Peak)					\$15,725.34				
Net Congestion, Losses, FTR		\$3,028.55	-\$446.38				\$35.25		
Transmission Charges (Energy-Debits)			\$10,680.41						
ESPP Charges									
Bill Adjustments (General & Rate Levelization)		\$31.97			\$3,733.31				
ENERGY CHARGES (-Credits or Adjustments):									
Energy Charges - On Peak (Sale or Rate Stabilization)					-\$17,389.89				
Net Congestion, Losses, FTR								-\$30.11	-\$50.92
Bill Adjustments (General & Rate Levelization)						\$250.56	-\$18,254.19	-\$2,300.27	-\$1,403.20
Sub-Total Energy Charges	\$14,599.05	\$114,268.51	\$31,898.94	\$0.00	\$21,965.65	\$250.56	\$38,108.27	\$4,767.61	-\$10.83
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	-\$49,961.40	\$146,632.04	\$186,945.71	\$0.00	\$21,965.65	-\$1,593.77	\$228,206.47	\$18,526.81	\$7,458.90
Percent % of Total Power Cost->	-4.6848%	13.7494%	17.5295%	0.0000%	2.0597%	-0.1494%	21.3985%	1.7372%	0.6994%
Purchased Power Resources - Cost per kWh->	-\$0.309884	\$0.038698	\$0.053286	\$0.000000	\$0.033517	-\$0.557262	\$0.109389	\$0.070474	\$0.046512

BILLING SUMMARY AND CONS

2021 - AUGUST BILLING WITH JUNE 2021 AMP

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

AMP-Ohio Bill Month

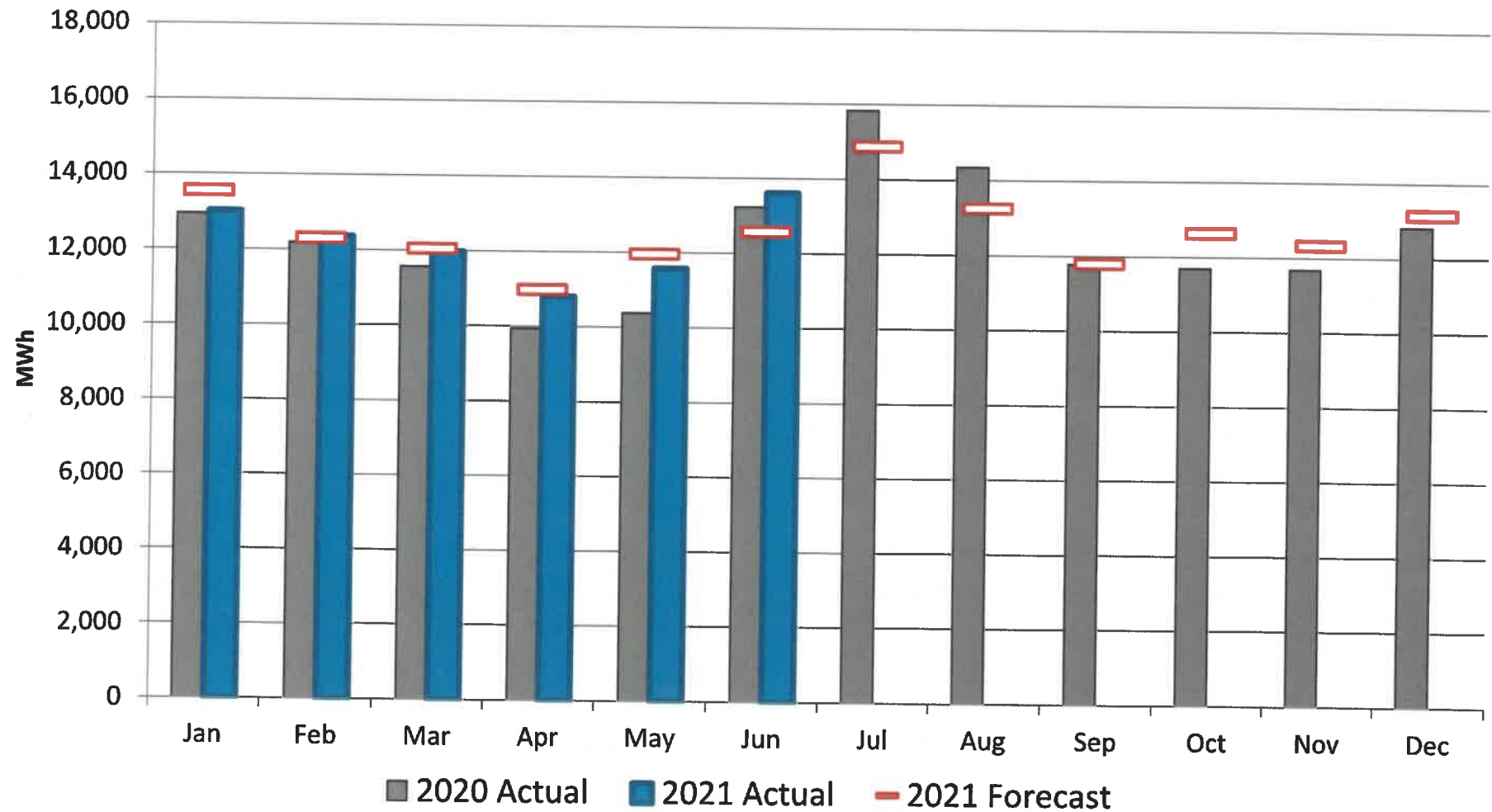
City-System Data Month

City-Monthly Billing Cycle

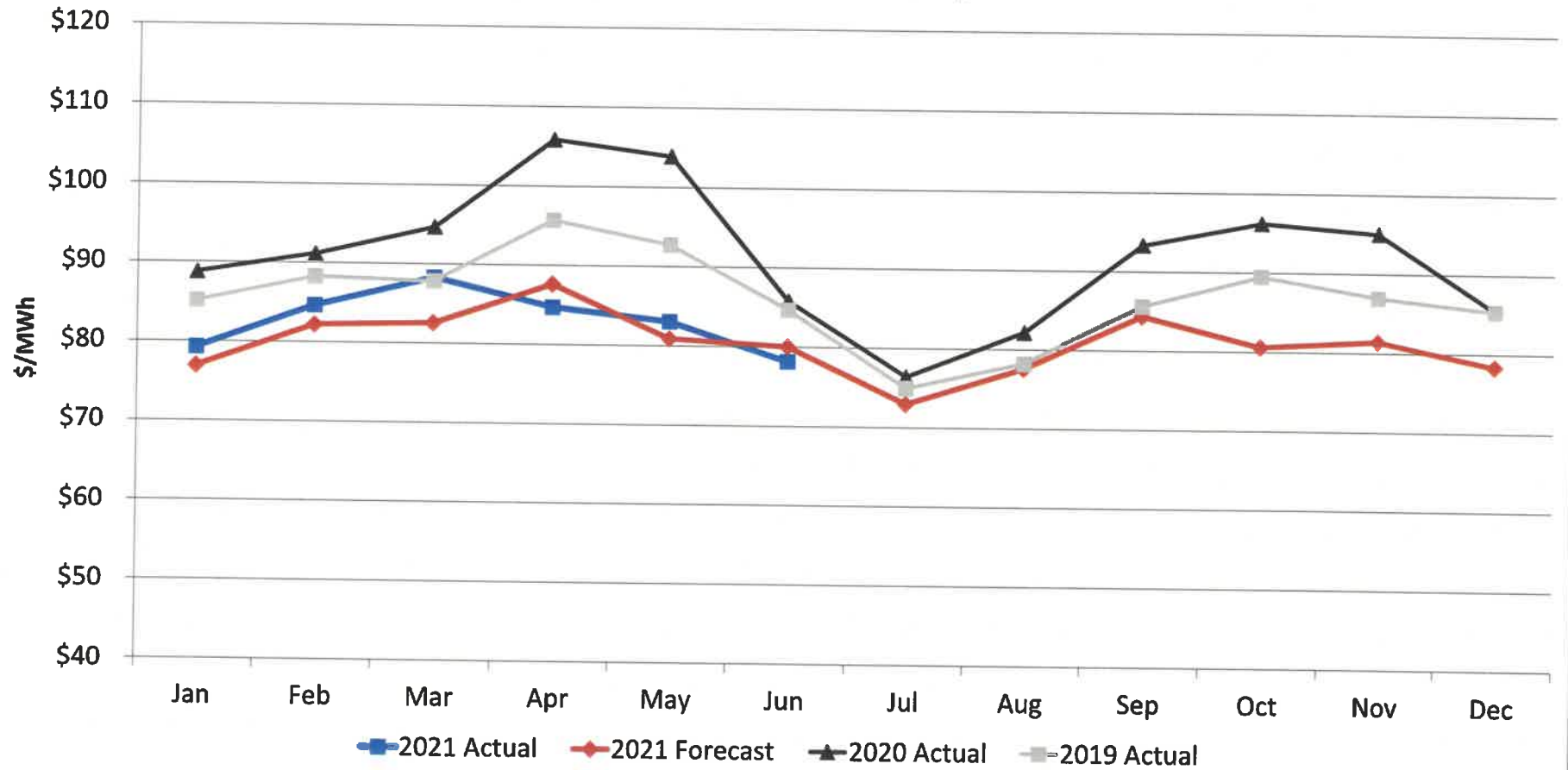
	=====WIND=====			===SOLAR===		===TRANSMISSION, SERVICE FEES & MISC. CONTRACTS===				
	NYPA	JV-5	JV-6	AMP SOLAR	EFFNCY.SMART	TRANSMISSION	SERVICE FEES	MISCELLANEOUS	TOTAL -	
PURCHASED POWER-RESOURCES -> (HYDRO	HYDRO	WIND	PHASE 1	POWER PLANT	CHARGES	DISPATCH, A & B	CHARGES &	ALL	
(SCHED. @ NYIS	7x24 @ ATSI	SCHED. @ ATSI	SCHED. @ ATSI	2017 - 2020	Other Charges	Other Charges	Other Charges	LEVELIZATION	RESOURCES	
Delivered kWh (On Peak) ->	515,878	2,223,360	15,955	149,535	0	0	0	0	13,396,498	
Delivered kWh (Off Peak) ->									660,374	
Delivered kWh (Replacement/Losses/Offset) ->		32,419							32,419	
Delivered kWh/Sale (Credits) ->									-525,741	
Net Total Delivered kWh as Billed ->	515,878	2,255,779	15,955	149,535	0	0	0	0	13,563,550	
Percent % of Total Power Purchased->	3.8034%	16.6312%	0.1176%	1.1025%	0.0000%	0.0000%	0.0000%	0.0000%	100.0002%	
Verification Total - >									100.0000%	
COST OF PURCHASED POWER:										
DEMAND CHARGES (+Debits)										
Demand Charges	\$3,839.83	\$19,352.04	\$1,122.30			\$185,309.37			\$554,693.56	
Debt Services (Principal & Interest)		\$55,381.81							\$213,263.20	
DEMAND CHARGES (-Credits)										
Transmission Charges (Demand-Credits)		-\$18,939.41							-\$70,712.03	
Capacity Credit	-\$4,890.05	-\$16,142.51	-\$189.54						-\$140,068.24	
Sub-Total Demand Charges	-\$1,050.22	\$39,651.93	\$932.76	\$0.00	\$0.00	\$185,309.37	\$0.00	\$0.00	\$557,176.49	
ENERGY CHARGES (+Debits):										
Energy Charges - (On Peak)	\$11,009.36	\$43,092.15		\$5,432.62		\$9,339.79			\$301,111.25	
Energy Charges - (Replacement/Off Peak)									\$15,725.34	
Net Congestion, Losses, FTR	\$1,310.24								\$3,927.66	
Transmission Charges (Energy-Debits)				-\$3,379.41					\$7,301.00	
ESPP Charges					\$19,920.07				\$19,920.07	
Bill Adjustments (General & Rate Levelization)									\$3,765.28	
ENERGY CHARGES (-Credits or Adjustments):										
Energy Charges - On Peak (Sale or Rate Stabilization)									-\$17,389.89	
Net Congestion, Losses, FTR				-\$2,944.32					-\$3,025.35	
Bill Adjustments (General & Rate Levelization)	-\$791.15								-\$22,498.25	
Sub-Total Energy Charges	\$11,528.45	\$43,092.15	\$0.00	-\$891.11	\$19,920.07	\$9,339.79	\$0.00	\$0.00	\$308,837.11	
TRANSMISSION & SERVICE CHARGES, MISC.:										
RPM / PJM Charges Capacity - (+Debit)						\$189,957.52			\$189,957.52	
RPM / PJM Charges Capacity - (-Credit)									\$0.00	
Service Fees AMP-Dispatch Center - (+Debit/-Credit)							\$485.57		\$485.57	
Service Fees AMP-Part A - (+Debit/-Credit)							\$2,654.81		\$2,654.81	
Service Fees AMP-Part B - (+Debit/-Credit)							\$7,898.57		\$7,898.57	
Other Charges & Bill Adjustments - (+Debit/-Credit)							-\$549.29		-\$549.29	
Sub-Total Service Fees & Other Charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$189,957.52	\$10,489.66	\$0.00	\$200,447.18	
TOTAL NET COST OF PURCHASED POWER	\$10,478.23	\$82,744.08	\$932.76	-\$891.11	\$19,920.07	\$384,606.68	\$10,489.66	\$0.00	\$1,066,460.78	
Percent % of Total Power Cost->	0.9825%	7.7588%	0.0875%	-0.0836%	1.8679%	36.0638%	0.9836%	0.0000%	100.0000%	
Purchased Power Resources - Cost per kWh->	\$0.020311	\$0.036681	\$0.058462	-\$0.005959	\$0.000000	\$0.000000	\$0.000000	\$0.000000	\$0.078627	
Verification Total - >									\$1,066,460.78	
(Northern Pool Power - On-Peak + Off-Peak - Energy Charge/kWh) = JV2 Electric Service Rate - >										\$0.027820
(Northern Pool Power - On-Peak + Off-Peak - Energy Charge/kWh) = JV5 Electric Service Rate - >										\$0.027820

Napoleon Capacity Plan - Actual													
Jun 2021		ACTUAL DEMAND =		30.37	MW								
Days 30		ACTUAL ENERGY =		13,618	MWH								
	SOURCE (1)	DEMAND MW (2)	DEMAND MW-MO (3)	ENERGY MWH (4)	LOAD FACTOR (5)	DEMAND RATE \$/KW (6)	ENERGY RATE \$/MWH (7)	CONGESTION/L OSSES \$/MWH (8)	CAPACITY CREDIT RATE \$/KW (9)	TRANSMISSION CREDIT RATE \$/KW (10)	TOTAL CHARGES (16)	EFFECTIVE RATE \$/MWH (17)	% OF DOLLARS (18)
1	NYPA - Ohio	0.94	0.94	516	76%	\$4.08	\$19.81	\$2.54	-\$5.20		\$10,478	\$20.31	1.0%
2	JV5	3.09	3.09	2,223	100%	\$24.20	\$19.38		-\$5.23	-\$6.13	\$82,744	\$37.22	7.8%
3	JV5 Losses	0.00	0.00	32	0%						\$0		0.0%
4	JV6	0.30	0.30	16	7%	\$3.74			-\$0.63		\$933	\$58.46	0.1%
5	AMP-Hydro	3.50	3.50	2,086	83%	\$55.35	\$18.25	\$0.02	-\$1.01		\$228,206	\$109.39	21.4%
6	Meldahl	0.50	0.50	263	72%	\$31.54	\$18.25	-\$0.11	-\$4.24		\$18,527	\$70.47	1.7%
7	Greenup	0.33	0.33	160	67%	\$26.10	\$0.25	-\$0.32	-\$3.46		\$7,459	\$46.51	0.7%
8	AFEC	8.77	8.77	3,789	60%	\$8.82	\$29.36	\$0.80	-\$5.13		\$146,632	\$38.70	13.8%
9	Prairie State	4.98	4.98	3,508	98%	\$35.00	\$9.22	-\$0.13	-\$3.84		\$186,946	\$53.29	17.6%
10	AMP Solar Phase I	1.04	1.04	150	20%		\$36.33		-\$2.83	-\$3.25	-\$891	-\$5.96	-0.1%
11	AMPCT	12.40	12.40	161	2%	\$2.63	\$90.55		-\$3.76	-\$4.07	-\$49,961	-\$309.88	-4.7%
12	JV2	0.26	0.26	3	2%	\$2.73	\$87.59		-\$4.91	-\$4.80	-\$1,594		-0.1%
13	NPP Pool Purchases	0.00	0.00	1,181	0%		\$33.32				\$39,356	\$33.32	3.7%
14	NPP Pool Sales	0.00		-526	0%		\$33.08				-\$17,390	\$33.08	-1.6%
	POWER TOTAL	36.11	36.11	13,564	52%	\$582,647	\$282,054	\$0.28	-\$143.013	-\$74.091	\$651,444	\$48.03	61.2%
15	Energy Efficiency			0							\$19,920		1.9%
16	Installed Capacity	27.92	27.92			\$6.80					\$189,958	\$13.95	17.8%
17	Transmission	30.21	30.21	11,340		\$6.13	\$0.82				\$194,649	\$14.29	18.3%
18	Service Fee B			13,618			\$0.58				\$7,899	\$0.58	0.7%
19	Dispatch Charge			13,618			\$0.04				\$486	\$0.04	0.0%
	OTHER TOTAL					\$375,267	\$37,644				\$412,911	\$30.32	38.8%
GRAND TOTAL PURCHASED				13,564							\$1,064,355		
Delivered to members		30.369	30.369	13,618	62%						\$1,064,355	\$78.16	100.0%
	2021 Forecast	DEMAND		ENERGY	L.F.						TOTAL \$	\$/MWh	Avg Temp
	2020 Actual	28.41		12,564	61%						\$1,005,208	\$80.01	69.5
	2019 Actual	28.66		13,232	64%						\$1,134,690	\$85.75	72.3
		28.20		12,470	61%						\$1,056,072	\$84.69	69.4
											Actual Temp		74.1

Napoleon 2021 Monthly Energy Usage



Napoleon 2021 Monthly Rates

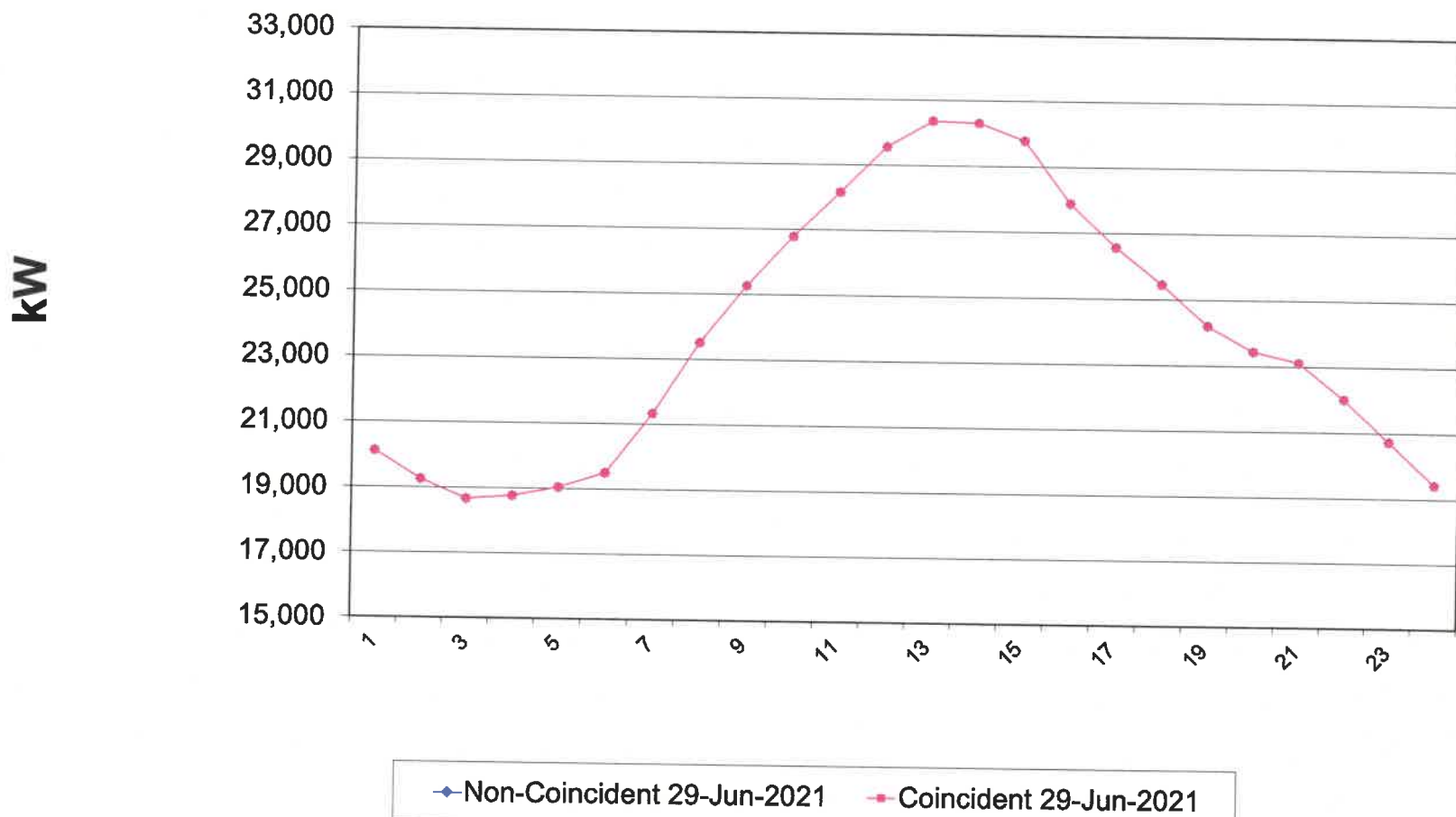


NAPOLEON

Date	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday
Hour	6/1/2021	6/2/2021	6/3/2021	6/4/2021	6/5/2021	6/6/2021	6/7/2021	6/8/2021	6/9/2021	6/10/2021	6/11/2021	6/12/2021	6/13/2021	6/14/2021	6/15/2021
100	11,427	13,516	12,909	14,401	14,089	13,920	16,377	16,424	16,838	16,999	16,167	15,706	17,022	15,329	14,399
200	11,181	13,134	12,822	14,075	13,456	13,343	16,090	15,807	16,079	16,208	15,534	14,900	16,177	14,736	13,932
300	11,470	12,981	12,772	13,773	13,036	12,869	15,768	15,571	15,795	15,972	15,199	14,196	15,502	14,477	13,715
400	11,994	13,396	13,243	13,844	12,808	12,686	15,788	15,560	15,921	15,999	15,084	13,783	14,988	14,729	14,064
500	12,902	14,148	14,110	14,734	12,713	12,517	16,588	16,017	16,486	16,504	15,474	13,883	14,799	15,440	14,714
600	13,774	14,776	14,696	15,478	12,694	12,233	17,424	17,046	17,160	17,370	16,071	13,957	14,820	16,044	15,499
700	15,682	15,684	16,297	16,614	13,673	12,850	18,981	18,468	18,770	19,587	17,990	14,807	15,565	17,327	16,835
800	16,414	16,909	17,376	17,602	15,193	14,305	20,294	19,807	19,896	21,374	19,879	16,020	16,966	18,634	17,926
900	17,153	17,532	17,868	18,311	16,601	15,990	21,241	21,713	21,435	22,600	21,506	17,594	18,361	19,420	18,842
1000	17,430	17,949	18,277	19,003	17,870	17,443	21,594	23,397	22,878	23,442	22,981	18,881	19,777	20,509	19,698
1100	18,095	18,157	18,640	19,585	18,741	18,926	22,035	24,480	24,028	24,464	24,137	20,270	20,666	21,435	20,423
1200	18,237	18,421	18,901	20,205	19,371	19,764	23,173	25,408	25,300	25,351	25,068	21,406	21,182	22,217	21,010
1300	18,568	18,150	18,957	20,486	19,611	20,543	23,632	24,248	26,066	26,102	25,670	22,077	21,644	22,746	21,212
1400	18,453	17,914	19,360	20,787	20,053	21,078	24,426	23,141	26,713	25,937	25,745	22,486	21,535	22,945	21,399
1500	18,516	17,641	19,417	20,838	20,200	21,549	24,168	23,064	26,973	25,004	25,582	23,102	21,767	22,735	21,485
1600	18,088	17,152	19,349	19,989	20,744	22,097	22,424	22,975	25,455	24,517	25,424	23,603	22,044	22,233	21,002
1700	17,959	16,883	19,299	20,604	20,797	22,418	22,165	23,306	23,961	23,305	25,233	23,929	22,241	22,755	20,755
1800	17,807	16,774	19,248	20,774	20,792	22,170	22,371	23,140	24,214	23,409	24,791	24,036	22,319	21,455	20,506
1900	17,456	16,496	19,152	20,479	20,142	21,996	21,669	22,826	23,646	23,056	24,139	23,420	21,884	20,241	19,769
2000	17,152	15,713	18,963	19,688	19,261	21,135	21,043	22,336	22,613	22,223	23,009	22,556	20,807	19,233	18,877
2100	17,177	15,813	18,912	19,150	18,528	20,509	20,546	21,593	22,021	21,519	22,046	21,879	19,750	18,446	18,257
2200	16,165	15,201	17,860	18,146	17,532	19,454	19,448	20,463	20,634	20,089	20,518	20,820	18,515	17,157	17,305
2300	14,960	14,126	16,428	16,289	16,151	18,535	17,965	19,002	19,116	18,499	18,589	19,434	17,429	15,903	16,050
2400	14,196	13,439	15,161	14,927	14,767	17,439	16,820	17,759	17,867	17,222	16,773	18,198	16,350	15,086	15,150
Total	382,256	381,905	410,017	429,782	408,823	425,769	482,030	493,551	509,865	506,752	502,609	460,943	452,110	450,654	432,824

Date	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Hour	6/16/2021	6/17/2021	6/18/2021	6/19/2021	6/20/2021	6/21/2021	6/22/2021	6/23/2021	6/24/2021	6/25/2021	6/26/2021	6/27/2021	6/28/2021	6/29/2021	6/30/2021	7/1/2021
100	14,500	14,463	15,959	15,155	15,285	16,848	13,691	13,734	14,266	15,707	15,459	16,616	17,320	20,102	18,454	-
200	14,064	13,815	15,283	14,475	14,548	16,976	13,320	13,524	14,266	15,063	15,100	15,902	16,970	19,242	17,803	-
300	13,541	13,688	15,182	14,224	13,821	16,644	13,103	13,217	13,839	14,900	14,790	15,335	16,563	17,365	17,365	-
400	13,808	14,048	15,589	14,185	13,608	16,255	13,286	13,697	14,185	15,330	14,609	15,191	16,864	18,757	17,483	-
500	14,319	14,595	16,071	14,269	13,687	16,587	14,004	14,301	14,642	15,876	14,822	15,182	17,730	19,038	18,108	-
600	14,928	15,212	16,711	14,548	13,621	17,345	14,667	14,968	15,205	16,530	14,986	15,048	18,917	19,482	18,783	-
700	16,310	16,666	18,187	15,155	14,615	18,556	15,920	16,391	16,483	18,015	15,826	16,145	20,648	21,307	20,128	-
800	17,415	17,973	19,291	16,009	16,194	20,171	16,911	17,261	17,730	18,863	17,125	17,737	22,516	23,497	21,612	-
900	18,041	18,983	19,631	16,801	17,407	20,930	17,477	17,656	18,414	19,383	18,081	19,093	24,343	25,251	22,962	-
1000	18,865	19,576	19,774	17,661	18,958	21,960	17,841	17,989	19,359	19,856	18,928	20,287	25,661	26,788	23,084	-
1100	19,324	20,529	20,421	18,717	20,242	23,013	18,003	18,170	20,422	20,172	19,904	21,276	27,107	28,157	23,358	-
1200	19,584	21,067	20,936	19,393	21,251	23,274	18,211	18,669	21,027	20,303	20,854	21,879	28,171	29,560	24,137	-
1300	20,104	21,967	21,831	19,528	22,056	23,023	18,416	18,626	21,497	20,449	21,252	22,324	29,201	30,369	23,202	-
1400	20,517	22,565	22,345	20,230	22,683	22,373	18,491	18,444	22,012	20,153	21,378	22,701	28,363	30,320	22,128	-
1500	20,425	23,000	22,702	19,896	23,024	21,346	18,454	18,383	21,983	19,986	21,611	23,106	28,680	29,790	21,295	-
1600	20,176	23,033	22,104	19,965	23,735	20,487	17,788	18,038	21,281	19,719	21,797	23,479	28,367	27,882	20,642	-
1700	20,293	23,162	22,044	20,659	24,028	19,322	17,243	17,702	20,799	19,424	22,005	23,886	28,257	26,563	20,292	-
1800	20,317	23,360	22,315	20,640	23,511	18,525	17,417	17,573	20,489	19,147	22,171	23,589	27,666	25,448	20,313	-
1900	19,631	22,927	21,984	20,360	22,908	17,910	17,075	17,076	19,906	19,037	22,011	22,710	27,433	24,194	20,048	-
2000	19,008	21,969	21,462	19,574	22,570	17,309	17,185	16,896	19,503	18,874	21,234	22,152	26,750	23,422	19,696	-
2100	18,411	20,917	20,851	19,118	20,311	17,185	16,618	16,859	19,462	19,186	20,599	21,653	25,867	23,086	19,454	-
2200	17,481	19,793	19,843	18,428	18,751	16,203	16,005	16,329	18,628	18,162	19,811	20,585	24,113	21,994	18,921	-
2300	16,234	18,325	17,884	17,234	18,465	15,225	14,908	15,482	17,520	16,999	18,894	19,464	22,606	20,718	18,145	-
2400	15,316	17,061	16,341	16,028	17,411	14,199	14,300	14,919	16,556	16,055	17,621	18,146	21,320	19,413	17,344	-
Total	422,612	441,633	464,741	422,252	452,690	451,666	389,833	395,904	439,162	437,189	450,868	473,486	571,433	573,046	484,757	-
											Maximum	30,369	Minimum	11,181	Grand Total	13,618,223

Napoleon Peak Day Load Curve



RATE REVIEW COMPARISONS - Current to Prior Month and Prior Year

2021 AUGUST BILLING - ELECTRIC PSCAF - BILLING COMPARISONS TO PRIOR PERIODS

Rate Comparisons to Prior Month and Prior Year for Same Period

	Service Usage	Service Units	Current AUGUST 2021 Rate	Prior Month JULY 2021 Rate	Prior Year AUGUST 2020 Rate		Service Usage	Service Units	Current AUGUST 2021 Rate	Prior Month JULY 2021 Rate	Prior Year AUGUST 2020 Rate
Customer Type											
Customer Type ->			RESIDENTIAL USER - (w/Gas Heat)						RESIDENTIAL USER - (All Electric)		
Customer Charge			\$6.00	\$6.00	\$6.00				\$6.00	\$6.00	\$6.00
Distribution Energy Charge			\$20.93	\$20.93	\$20.93				\$33.39	\$33.39	\$33.39
Distribution Demand Charge											
Power Supply Energy Charge	978	kWh	\$71.20	\$71.20	\$71.20	1,976	kWh		\$143.85	\$143.85	\$143.85
Power Supply Demand Charge											
PSCAF - Monthly Factor	978	kWh	\$10.80	\$14.57	\$24.02	1,976	kWh		\$21.82	\$29.44	\$48.53
kWH Tax- Level 1	978	kWh	\$4.55	\$4.55	\$4.55	1,976	kWh		\$9.19	\$9.19	\$9.19
kWH Tax- Level 2											
kWH Tax- Level 3											
Total Electric			\$113.48	\$117.25	\$126.70				\$214.25	\$221.87	\$240.96
Water	6	CCF	\$59.24	\$59.24	\$50.55	11	CCF		\$98.35	\$98.35	\$83.14
Sewer (w/Stm.Sew. & Lat.)	6	CCF	\$76.17	\$76.17	\$70.89	11	CCF		\$108.57	\$108.57	\$98.89
Storm Water (Rate/ERU)			\$9.50	\$9.50	\$9.50				\$9.50	\$9.50	\$9.50
Refuse (Rate/Service)			\$18.00	\$18.00	\$18.00				\$18.00	\$18.00	\$18.00
Sub-Other Services			\$162.91	\$162.91	\$148.94				\$234.42	\$234.42	\$209.53
Total Billing - All Services			\$276.39	\$280.16	\$275.64				\$448.67	\$456.29	\$450.49
Verification Totals->			\$276.39	\$280.16	\$275.64				\$448.67	\$456.29	\$450.49
Dollar Chg.to Prior Periods				Cr.Mo to Pr.Mo	Cr.Yr to Pr.Yr					Cr.Mo to Pr.Mo	Cr.Yr to Pr.Yr
% Inc/Dec(-) to Prior Periods				-\$3.77	\$0.75					-\$7.62	-\$1.82
				-1.35%	0.27%					-1.67%	-0.40%
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
Cost/kWH - Electric	978	kWh	\$0.11603	\$0.11989	\$0.12955	1,976	kWh		\$0.10843	\$0.11228	\$0.12194
% Inc/Dec(-) to Prior Periods				-3.22%	-10.44%					-3.43%	-11.08%
Cost/CCF - Water	6	CCF	\$9.87333	\$9.87333	\$8.42500	11	CCF		\$8.94091	\$8.94091	\$7.55818
Cost/GALLONS - Water	4,488	GAL	\$0.01320	\$0.01320	\$0.01126	8,229	GAL		\$0.01195	\$0.01195	\$0.01010
% Inc/Dec(-) to Prior Periods				0.00%	17.19%					0.00%	18.29%
Cost/CCF - Sewer	6	CCF	\$12.69500	\$12.69500	\$11.81500	11	CCF		\$9.87000	\$9.87000	\$8.99000
Cost/GALLON - Sewer	4,488	GAL	\$0.01697	\$0.01697	\$0.01580	8,229	GAL		\$0.01319	\$0.01319	\$0.01202
% Inc/Dec(-) to Prior Periods				0.00%	7.45%					0.00%	9.79%
(Listed Accounts Assume SAME USAGE for kWH and Water (CCF) for All Billing Periods)											
(One "1" Unit CCF of Water = "Hundred Cubic Foot" = 748.05 Gallons)											

RATE REVIEW COMPARISONS - Current to Prior Month and Prior Year

2021 AUGUST BILLING - ELE

Rate Comparisons to Prior Month a

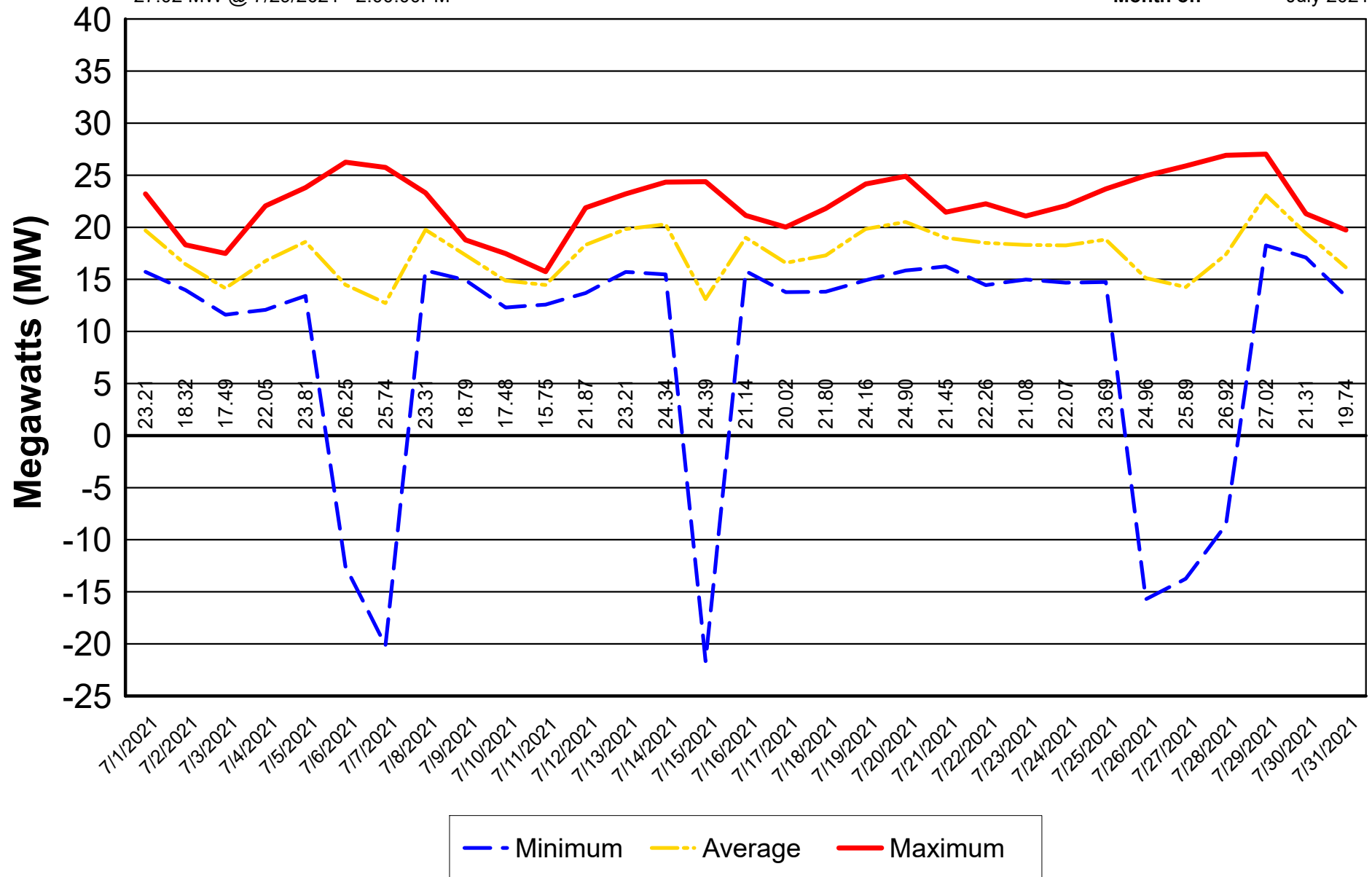
	Service Usage	Service Units	Current AUGUST 2021 Rate	Prior Month JULY 2021 Rate	Prior Year AUGUST 2020 Rate		Service Usage	Service Units	Current AUGUST 2021 Rate	Prior Month JULY 2021 Rate	Prior Year AUGUST 2020 Rate
Customer Type											
Customer Type ->											
Customer Charge			\$18.00	\$18.00	\$18.00				\$100.00	\$100.00	\$100.00
Distribution Energy Charge	7,040	kWh	\$38.02	\$38.02	\$38.02	98,748	Reactive	\$2,303.85	\$2,303.85	\$2,303.85	
Distribution Demand Charge	20.32	kW/Dmd	\$92.86	\$92.86	\$92.86	1510.1	kW/Dmd	\$8,215.30	\$8,215.30	\$8,215.30	
Power Supply Energy Charge	7,040	kWh	\$623.04	\$623.04	\$623.04	866,108	kWh	\$39,165.42	\$39,165.42	\$39,165.42	
Power Supply Demand Charge								\$15,296.55	\$15,296.55	\$15,296.55	
PSCAF - Monthly Factor	7,040	kWh	\$77.72	\$104.90	\$172.90			\$9,083.75	\$12,259.76	\$20,208.04	
kWH Tax- Level 1			\$9.66	\$9.66	\$9.66			\$9.66	\$9.66	\$9.66	
kWH Tax- Level 2			\$20.80	\$20.80	\$20.80			\$56.24	\$56.24	\$56.24	
kWH Tax- Level 3								\$3,087.71	\$3,087.71	\$3,087.71	
Total Electric			\$880.10	\$907.28	\$975.28			\$77,318.48	\$80,494.49	\$88,442.77	
Water	25	CCF	\$203.49	\$203.49	\$170.92	300	CCF	\$2,365.04	\$2,365.04	\$1,936.11	
Sewer (w/Stm.Sew. & Lat.)	25	CCF	\$200.69	\$200.69	\$177.29	300	CCF	\$1,982.69	\$1,982.69	\$1,717.29	
Storm Water (Rate/ERU)			\$9.50	\$9.50	\$9.50			\$330.00	\$330.00	\$330.00	
Refuse (Rate/Service)			\$5.00	\$5.00	\$5.00			\$5.00	\$5.00	\$5.00	
Sub-Other Services			\$418.68	\$418.68	\$362.71			\$4,682.73	\$4,682.73	\$3,988.40	
Total Billing - All Services			\$1,298.78	\$1,325.96	\$1,337.99			\$82,001.21	\$85,177.22	\$92,431.17	
Verification Totals->			\$1,298.78	\$1,325.96	\$1,337.99			\$82,001.21	\$85,177.22	\$92,431.17	
Dollar Chg.to Prior Periods				Cr.Mo to Pr.Mo	Cr.Yr to Pr.Yr				Cr.Mo to Pr.Mo	Cr.Yr to Pr.Yr	
% Inc/Dec(-) to Prior Periods				-\$27.18	-\$39.21				-\$3,176.01	-\$10,429.96	
				-2.05%	-2.93%				-3.73%	-11.28%	
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	
Cost/kWH - Electric	7,040	kWh	\$0.12501	\$0.12888	\$0.13853	866,108	kWh	\$0.08927	\$0.09294	\$0.10212	
% Inc/Dec(-) to Prior Periods				-3.00%	-9.76%				-3.95%	-12.58%	
Cost/CCF - Water	25	CCF	\$8.13960	\$8.13960	\$6.83680	300	CCF	\$7.88347	\$7.88347	\$6.45370	
Cost/GALLONS - Water	18,701	GAL	\$0.01088	\$0.01088	\$0.00914	224,415	GAL	\$0.01054	\$0.01054	\$0.00863	
% Inc/Dec(-) to Prior Periods				0.00%	19.06%				0.00%	22.15%	
Cost/CCF - Sewer	25	CCF	\$8.02760	\$8.02760	\$7.09160	300	CCF	\$6.60897	\$6.60897	\$5.72430	
Cost/GALLON - Sewer	18,701	GAL	\$0.01073	\$0.01073	\$0.00948	224,415	GAL	\$0.00883	\$0.00883	\$0.00765	
% Inc/Dec(-) to Prior Periods				0.00%	13.20%				0.00%	15.45%	
(Listed Accounts Assume SAME USA											
(One "1" Unit CCF of Water = "Hundre											

Napoleon Power & Light

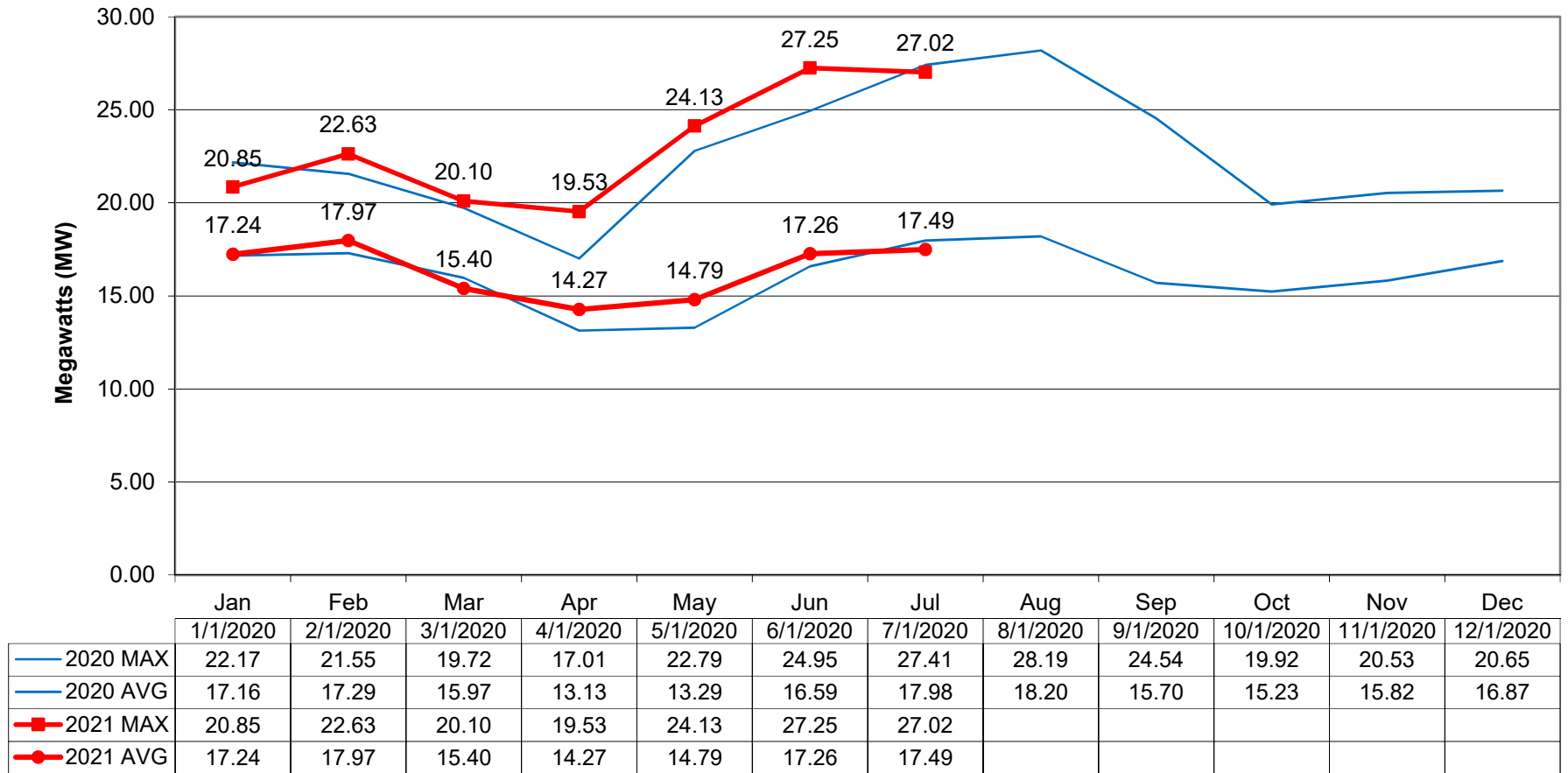
System Load

Peak Load:
27.02 MW @ 7/29/2021 2:00:00PM

Month of: July 2021



NAPOLEON POWER & LIGHT



— 2020 MAX
 — 2020 AVG
 —■ 2021 MAX
 —● 2021 AVG



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
Jeff Rathge, Operations Superintendent
Jeremy Okuley, WWTP Superintendent
Roxanne Dietrich, Clerk of Council
Date: August 11, 2021
Subject: Front Street Interceptor & Palmer Ditch Force Main Relocation ~ Recommendation of Award

On Wednesday, August 11, 2021, bids were opened and read aloud for the above referenced project. Five bids were submitted and read as follows:

Vernon Nagel, Inc.	\$307,053.25
Bryan Excavating, L.L.C.	\$318,375.00
Hillabrand & Sons Construction	\$325,644.01
Fenson Contracting, L.L.C.	\$330,546.00
Hank's Plumbing & Heating	\$351,830.00

The Engineer's Estimate for this project with 10% contingency is \$360,000.00. This project consists of relocating the existing Front Street Interceptor near the WWTP to the new Headworks facility. The existing Palmer Ditch Force Main will also be relocated around the WWTP dike to the new Headworks facility. The completion date for this project is May 14, 2022.

Having reviewed the submitted bids, it is my recommendation that Council award Vernon Nagel, Inc. the contract for the Front Street Interceptor & Palmer Ditch Force Main Relocation in the amount of \$307,053.25. 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
Jeff Rathge, Operations Superintendent
Roxanne Dietrich, Clerk of Council
Date: August 10, 2021
Subject: Oberhaus Interceptor Phase II ~ Approval of Plans & Specifications

The City of Napoleon's Department of Public Works requests approval of the plans and specifications for the Oberhaus Interceptor Phase II project. This project consists of:

Replacing the existing 15" Oberhaus sanitary sewer interceptor with 15" & 18" PVC sanitary sewer pipe from Woodlawn Avenue near Clairmont Avenue to Woodlawn Avenue near Glenwood Avenue; replacement of the existing sanitary sewer services; replacement of the existing sanitary sewer manholes, & lining of the existing sanitary sewer under Woodlawn Avenue (Glenwood Avenue end of project). The project is located in the rear of the properties. All permanent and temporary easements have been secured.

Engineer's Estimate of Construction: \$500,000.00

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

2021 Project Budget: \$410,000.00

(There are sufficient funds in this account to cover the additional estimated cost. The 2021 Sanitary Sewer Cleaning bid was \$20,000 below the budget, the Front Street Interceptor was estimated to be \$40,000 below the budget, and there \$100,000 remains in the Sanitary Sewer Emergency Repair Fund.)

Project Start Date: Not before December 15, 2021

Completion Date: June 18, 2022

CEL

City of Napoleon, Ohio

TREE COMMISSION

MEETING AGENDA

Monday, August 16, 2021 at 6:00 pm

City Building, 255 West Riverview Avenue, Napoleon, Ohio

1. Call to Order
2. Approval of July 19, 2021 Meeting Minutes - (in the absence of any objections or corrections, the minutes shall stand approved)
3. Review Tree Call Reports
4. Finalize Fall Plantings List
5. Finalize Fall Trimming List
6. Award Fall Removal Contract
7. Award Fall Topsoil Contract
8. Adjournment.

Roxanne Dietrich

Roxanne Dietrich ~ Clerk of Council

City of Napoleon, Ohio
TREE COMMISSION MEETING MINUTES
Monday, July 19, 2021 at 6:00 pm

PRESENT

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

ABSENT

Committee Member	Gary Haase
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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 May 17, 2021 Tree Commission Meeting were approved as presented.

REVIEW TREE CALL REPORTS

Deblin reported he received two tree calls. At 1485 Williamsburg, the homeowner said there is a pear tree in front of the house that is dying and would like the tree removed and a new one planted. This tree has been added to the fall removal list and will see what it looks like for the spring planting. The resident at 940 East Graceway claims the tree roots are getting into their foundation causing damage. There are two silver maple trees, one has a hole on the side and looks hollow, the second does not look healthy either. Both of these trees have been added to the Fall Removal list.

FALL PLANTING LIST

Deblin stated the Fall Planting list is Park Street from Norton to Riverview. Letters were sent to the homeowners with a couple responding they do not want trees planted in the right-of-way in front of their house. There are thirteen new tree plantings and that includes the tree to be planted for Arbor Day. Etzler asked when will the request for bids be sent out? Deblin said tree removal and topsoil will be sent out on Friday and the other two will go out next month.

FALL TRIMMING LIST

Deblin reported there are a couple of streets to be finished from Glenwood to Scott and Riverview to Woodlawn area. Then, we will move north of Woodlawn between Scott and Glenwood and work our way north toward Lagrange and 424. We should be able to get half to three-quarters of the way through that area finishing the rest up in the spring of 2022.

FINALIZE FALL REMOVAL LIST

Deblin stated there are twenty-two trees and twenty-three stumps on the removal list. I reached out to the Electric Department to see if they have a list of stumps and I'm still waiting for the Electric Superintendent to get back with me. The Parks Department has nine arborvitae trees at Oberhaus Park on the south side that are dead. They will remove the trees and asked us to remove the stumps. That will make a total of twenty-two trees and thirty-two stumps, not including Electric if he does get back with me. Clausing asked Deblin to email the lists to the commission.

Topsoil is from the 2021 Spring removals plus a handful from the Fall of 2020 that were larger trees and we were trying to give them time to settle out a little. There are nineteen areas to have topsoil and be seeded.

Etzler stated we need to start planning the Arbor Day celebration. Do you want to pick a date now? Deblin said it would be nice to have a date before the plantings. Etzler asked everyone to think of a date in October. Do we want to reach out to the cub scouts or civic groups and see if they want to help? Deblin said he used to contact Amanda Griffith who was a scout leader, Deblin will check if the scouts are interested and available.

Clausing said he noticed by Dr. Lauf's office the tree has stuff growing up through the grates and it does not look nice. Volkman reported he noticed some of the light strings around the trees are getting tight on Perry Street between Washington and Clinton. Deblin pointed out the trees are small enough they are still growing and the lights need to be loosened a couple times a year. Etzler asked if there is a way to tag the trees that need to have the lights loosened?

Motion: Clausing Second: Knepley
to adjourn the Tree Commission meeting at 6:15 pm

Yea-Moore, Clausing, Volkman, Etzler, Knepley
Nay-

Yea-5, Nay-0. Motion Passed.

Approved

August 16, 2021

Larr Etzler - Chair



City of Napoleon, Ohio

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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: August 13, 2021
Subject: *Parks & Recreation Committee – Cancellation*

The regularly scheduled meeting of the Parks and Recreation Committee for Monday, August 16, 2021 at 6:00 pm has been CANCELED due to lack of agenda items.

City of Napoleon, Ohio


HEALTHCARE COST COMMITTEE

Meeting Agenda

Friday, August 20, 2021 at 8:00 am

LOCATION ~ Council Chambers, 255 W. Riverview Avenue, Napoleon, Ohio 43545

- 1) **Approval of Minutes: June 8, 2021.** (In the absence of any objections or corrections, the Minutes shall stand approved.)
- 2) **Healthcare Insurance Renewal**
- 3) **Adjournment.**



Roxanne Dietrich - Clerk of Council

AMP Update for Aug. 6, 2021

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

Fri 8/6/2021 3:48 PM

To: Roxanne Dietrich <rdietrich@napoleonohio.com>

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



Aug. 6, 2021

Hydro plants have second best month ever

By Mike Migliore - vice president of power supply and marketing



Due to well-timed rain throughout the month across the Ohio River watershed, the six hydroelectric plants scheduled by AMP (Belleville, Cannelton, Greenup, Meldahl, Smithland and Willow Island) had their second-best month of production ever in July 2021. The hydro plants produced a combined 266,836 megawatt hours (MWh) of energy, which is exceeded only by the production total from August 2018. This amounts to an average of 359 megawatts (MW) per hour, which is an 84-percent capacity factor based on the 425 MW combined rating of the plants.

Prairie State has second best energy production ever in July

By Mike Migliore

High market prices throughout July prompted a need for Prairie State to generate throughout all hours of the month. The plant answered the call and ended the month with a net energy output of 1,196,692 MWh. This is the second highest amount of generation produced in a month by the Prairie State plant since it entered commercial operation in 2012, falling just short of record set in January 2021 record. The approximately 1.2 million MWh equates to a 101.7-percent capacity factor based on the nominal 1,582 MW rating of the plant.

Biden issues executive order, sets national goal for EV sales

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

On Aug. 5, President Biden issued an [executive order](#) (EO) on "strengthening American leadership in clean cars and trucks," which sets a goal that, by 2030, 50 percent of all new passenger cars and light

trucks sold be zero-emission vehicles, including battery electric, plug-in hybrid electric or fuel cell electric vehicles (EVs). The EO also directs the administrator of the U.S. Environmental Protection Agency (EPA) and the Secretary of Transportation to release notice of proposed rules to reduce vehicle emissions and increase vehicle efficiency by Jan. 1, 2022.

On July 29, EPA issued a proposed rule to revise the greenhouse gas emissions standards for light-duty vehicles for 2023 and later model years to make the standards more stringent.* The draft rule can be found [here](#).

Representatives of Ford, GM, Stellantis, United Auto Workers Union, BMW, Ford, Honda, Volkswagen, Volvo and the Alliance for Automotive Innovation released [statements](#) supporting the administration's EV goal, but they stressed that it can only be achieved through purchase incentive policies, a robust national charging network, investments in research and development, and incentives to expand the EV manufacturing and supply chains in the U.S.

AMP will continue to monitor the progress of this EO and seek out an opportunities it may present for our members.

If you have any questions or need additional information on this issue, please contact me at 614.540.1019 or emiller@amppartners.org

**The projected fleet targets for the proposed rule increase in stringency in model year (MY) 2023 by about 10 percent (from the existing Safer Affordable Fuel-Efficiency (SAFE) rule standards in MY 2022), followed by stringency increases thereafter of nearly 5 percent year over year from MY 2024 through MY 2026.*

Apply for DEED student funds this fall - deadline is Oct. 15

By Michelle Palmer, P.E. - vice president of technical services and compliance

The fall cycle for Demonstration of Energy and Efficiency Developments (DEED) funding for students opened on Aug. 1 and the deadline to apply is Oct. 15. In order to help students pursue energy-related careers, the program offers four different types of funding - lineworker and technical education scholarships, student internships, student research grants and technical design projects.



Applicants must be students attending or planning to attend a vocational institution, lineworker school or two- to four-year college/university within the United States and must not be graduating within 12 months of the application deadline. Official transcripts must be submitted along with other materials by the application deadline.

You can find more information on DEED's student funding opportunities [here](#). If you would like feedback on a possible request for internship funding, contact me at mpalmer@amppartners.org or 614.540.0924, or Erin Miller at emiller@amppartners.org or 614.540.1019.

AMP Annual Conference to feature session on what customers want

By Zachary Hoffman - manager of communications and publications

The 2021 AMP Annual Conference will feature a general session on understanding and meeting the desires of electric utility customers. The *What do Customers Want? Using Design Thinking for Program Development* session, featuring Bill LeBlanc, chief instigation agent for E Source, will cover how design thinking, a methodology first used in Silicon Valley, can work to determine customers' desires and help utilities to design solutions that meet those needs.

For a full schedule of sessions or to register for conference, click [here](#).

Members encouraged to apply for RP3 designation

By Michelle Palmer, P.E.



AMP is encouraging members to apply for the American Public Power Association's Reliable Public Power Provider (RP3) designation, which is given to municipal electric systems that demonstrate proficiency in reliability, safety, workforce development and system improvement. There are currently 28 AMP member communities and four Delaware Municipal Electric Corporation member communities with RP3 designation.

Utilities that successfully meet the guidelines in each of the four areas can use the designation status to demonstrate their value and operational excellence to their community. RP3 destinations run for a term of three years. Learn more about how to apply [here](#).

The deadline to submit an RP3 application is Sept. 30. Learn more about the designation and how to apply [here](#). If you need AMP's assistance to assemble or review your application before it is submitted, please contact Jennifer Flockerzie at jflockerzie@ampppartners.org or 614.540.0853.

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.

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@ampppartners.org.



Energy market update

By Jerry Willman - assistant vice president of energy marketing

The September 2021 natural gas contract decreased yesterday \$0.018/MMBtu to close at \$4.140. The EIA reported an injection of 13 Bcf for the week ending July 30, which was below industry estimates of +18 Bcf. Last year was an injection of 32 Bcf and the five-year average was +30 Bcf. Storage is now 2,727 Bcf, 16.6 percent below a year ago and 6.4 percent below the five-year average.

On-peak power prices for 2022 at AD Hub closed yesterday at \$42.70/MWh, which was \$1.55/MWh higher for the week.

On Peak (16 hour) prices into AEP/Dayton

Week ending Aug. 6

MON	TUE	WED	THU	FRI
\$42.23	\$40.45	\$43.63	\$50.76	\$53.51

Week ending July 30

MON	TUE	WED	THU	FRI
\$52.67	\$59.00	\$53.76	\$46.17	\$41.35

AEP/Dayton 2022 5x16 price as of Aug. 5 — \$42.70

AEP/Dayton 2022 5x16 price as of July 29 — \$41.15

AFEC weekly update

By Jerry Willman

The AMP Fremont Energy Center (AFEC) plant was in 2x1 configuration last Friday and operated in 1x1 configuration starting mid-day Saturday through mid-day Thursday while repairs were made to CT2. Duct firing operated for 15 hours this week. For the week, the plant generated at a 41-percent capacity factor (based on 675 MW rating).

AMP welcomes two new employees

By Tracy Reimbold - CPO and vice president of administrative services

John Kasanicky joined AMP on Aug. 2 as director of corporate health and safety. In this role, Kasanicky will direct and lead AMP's corporate safety program by fostering a culture and expectation of safety excellence throughout the organization.

Prior to joining AMP, Kasanicky served as senior safety administrator for Rocky Mountain Power Generation, formerly known as PacifiCorp Energy, and as safety engineer for Pacific States Cast Iron Pipe. He holds a Master's of Business Administration from Baker College and a bachelor's degree in occupational health and safety management from Slippery Rock University.



Kollin Rigel joined AMP on Aug. 2 as help desk specialist. In this role, Rigel will be responsible for providing support to AMP's end user environment, helping to solve problems with desktops, laptops, mobile devices, applications and more.

Kollin has served as an IT intern at AMP since November 2020, where he has assisted with group policy, asset management and user creation, works on troubleshooting issues and assisted with cybersecurity vulnerability remediation. He holds a bachelor's degree in information technology from Western Governors University and an associate degree from Columbus State Community College.



Please join me in welcoming John and Kollin to AMP!

PSGC raises VPP Star flag

By Alyssa Harre - director of external affairs and organizational strategy, PSGC

On May 20, the Prairie State Generating Company (PSGC) power plant held a flag raising ceremony to commemorate the reception of the Voluntary Protection Program (VPP) Star flag. This flag marks the achievement earned in late 2020 of being named by the Occupational Safety and Health Administration (OSHA) as a VPP Star participant. With this VPP Star, PSGC joins an elite group of organizations that provide exemplary safety and health protection and serve as models for others.

The VPP recognizes employers and workers in the private industry and federal agencies who have implemented effective safety and health management systems and maintain injury and illness rates below national Bureau of Labor Statistics averages for their respective industries. To become a VPP participant, employers must submit an application to OSHA and undergo a rigorous on-site evaluation by a team of safety and health professionals. The Star Program takes participation one step further, as it is designed for exemplary work sites with comprehensive, successful safety and health management systems. Companies in the Star Program are self-sufficient in their ability to control workplace hazards.

"May 20, 2021, marks the day where I am the proudest I have ever been to work with such a dedicated group of people," said Don Gaston, president and CEO of PSGC. "As we work towards achieving our vision of becoming the best coal mine and coal-fired power plant in the country, our expectation is that this VPP Star designation will serve as a guidepost for future improvements to our safety programs and success of the power plant."



Members of PSGC's VPP Committee hold the VPP Star flag prior to its raising

Unexpected emails

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

When you receive an email from an online service or business partner that you are not expecting, proceed with caution. For example, if you receive an email from eBay stating that you have just won an online auction, there are a couple of questions you should ask yourself.



- Are you a member of eBay? This goes for online banking as well. If you receive an email from a bank that you do not have an account with, do not click any links.
- Did you bid on any auctions recently? If you did not bid, you cannot have won.

The questions above do not only apply to eBay alone. The bad guys can use any online service such as banking, shopping and social networking to try and trick you. Remember to stop, look and think before clicking on any email links.