

<div> <div>◀ Sep 2022</div> <div>October 2022</div> <div>Nov 2022 ▶</div> </div>						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 7:00 pm City Council	4	5	6 Employee Appreciation Golf Outing and Chili Cook-Off Starting at 2:45pm	7	8
9	10	11 7:15am Personnel Committee 4:30 pm Board of Zoning Appeals	12	13	14	15
16	17 6:00 pm Tree Commission 7:00 pm City Council	18 4:00 Special Civil Service Commission	19	20	21	22
23	24 6:30 pm – Finance and Budget Committee  7:30 pm – Safety and Human Resources Committee	25 4:30 pm Civil Service Commission 4:30 pm Preservation Commission	26 6:30 pm Park Rec Board	27	28	29
30	31					

*City of Napoleon, Ohio*

## **TREE COMMISSION**

### **MEETING AGENDA**

**Monday, October 17, 2022 at 6:00 pm**

*Location ~ City Building, 255 West Riverview Avenue, Napoleon, Ohio*

1. Call to Order
2. Approval of Minutes- August 15, 2022 (in the absence of any objections or corrections, the minutes shall stand approved)
3. Award Fall Trimming Contract (Tabled)
4. Review Tree Call Reports
5. Fall Contracts Update
6. Review Spring Plantings List
7. Review Spring Trimming List
8. Finalize Next Year's Budget/Plans
9. Miscellaneous
10. Adjournment



Marris Flogaus ~ Clerk

## TREE COMMISSION MEETING MINUTES

Monday, September 19, 2022 at 6:00 pm

### PRESENT

Committee Members Larr Etzler-Chair, Dave Volkman, Ed Clausing

Council Representative Dr. Dave Cordes

City Staff Aron Deblin-Construction Inspector

Recorder MARRISA FLOGAUS

**ABSENT** Kyle Moore, Gary Haase

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### CALL TO ORDER

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

### APPROVAL OF MINUTES

In the absence of any objections or corrections, the minutes from the August 15, 2022, meeting were approved as presented.

### REVIEW TREE CALL REPORTS

Deblin reported he received a couple of calls. 717 West Main called in about a tree that was damaged from the storm and the homeowner wanted it removed. The tree was found to be on private property, so it's the homeowner's responsibility. 950 Westchester called in about low branches hanging over the road and the homeowners were worried branches would hit a car. This was looked at and no issues were seen. The trees already looked trimmed, a message was left for the homeowners and this considered taken care of. 724 Welsted had a large hornets' nest in a tree hanging over the driveway and they were referred to operations. Operations believed the hornets' nest was high enough in the tree that they won't interfere with anybody, so they decided to leave it. We will continue to monitor and if there are issues we will take care of it. Napoleon School Bus garage reported low branches rubbing busses on Norton St. near Park St. They were referred to operations and Jamie Howe, our arborist, will take care of trimming them up. 131 Raymond reported at the corner of Raymond and Third an evergreen tree is blocking the view of the stop sign, if you're looking from the south at Raymond. Operations went out and met with the homeowner and they elected to remove the whole tree instead of trimming it up. It was in the right a way and the owner didn't want it looking funny trimmed up on one side. They were told we would make contact with them in the spring about a replant. 230 E Clinton called in about low branches hanging over driveway. We will try to get these taken care of with the fall trimming contract. They are not currently rubbing vehicles, but with some snow or ice they will hang even lower. Etzler stated he wished to give some follow up from last week. It looks like someone took care of the tree blocking the sign on S Perry. Deblin replied he saw that too. Etzler stated it's not the best job, but not the worst. Deblin replied he thought the homeowner took care of it before we got there. Etzler stated the fingers on Washington look like they are re-sprouting out of the cut from when they were pruned before. It's definitely something as a commission we can take care of. The fall would be a better time since right now they will be pulling the sap in. We can cut them off when the leaves are gone, so we'll be able to see more of what we got.

### FALL CONTRACTS UPDATE

Etzler asked how the removal bid votes come out? Deblin reported the vote was 5-1 and Watchman received the bid.

Deblin reported the removal and topsoil contracts have been awarded, but not started. The planting contract bid will be approved tonight. The trimming contracts have been sent out with the readjusted date due to the removal contract mix up. The trimming was bumped back a month, which extended the completion date back a month. These should be ready to approve at our final meeting next month.

#### **AWARD FALL PLANTING CONTRACT**

Deblin reported that three packets were sent out and one was returned. The only one that submitted a bid was North Branch Nursery for a total of \$4,036. Etzler asked how many trees? Deblin replied 14 trees. North Branch was also contacted about straightening a tree by the Armory without damaging the root ball. They have an idea to stake or tie it and it will cost less than \$100 to fix. They can either get it when they are in town doing the topsoil or if they get the planting. The leaning issue might have been from it being a new tree well and everything needed to settle in. Volkman said speaking of leaning trees there is one on Park Street that is leaning pretty good and a couple that are leaning a little bit. Deblin replied I saw that too. It is hard when some of the trees grow faster and the wiring starts growing into the trunk. Then we have to take them off, but they are not established enough to hold up with the wind. They get a little beat up on the east to west roads, because the wind cuts straight down them.

Motion: Etzler                      Second: Volkman  
To award the fall planting contract to North Branch Nursery

Roll call vote on the above motion:

Yea- Cordes, Clausung, Volkman, Etzler

Nay-

**Yea-4, Nay-0. Motion Approved.**

#### **AWARD FALL TRIMMING CONTRACT**

Deblin reported this is out to bid now and we should have bids back for the next meeting. Etzler stated this will be tabled until next month.

#### **BEGIN SPRING PLANTING LIST**

Deblin reported we had quite a few removals that we've done over the last year and we should think about filling some of them in. There might be a couple new houses being built on Sedward that we could plant some at. They will be scattered out and not all in one location, but he thinks we can come up with enough spots. Etzler stated if the trees will be in-between the side walk and the road they would have to be something with a tight root ball. Clausung stated twin oaks doesn't have sidewalks yet. Deblin replied they are being put in as they build them. Etzler stated he would advise that we don't plant them before the sidewalks are installed. Deblin stated he tries to plant them when the sidewalks are done and the landscaper has grass planted. Then it feels like we can move in without someone tearing the tree up or damaging it. Volkman stated we've had this discussion in the past and he believe it's risky on several levels. Clausung stated he thought twin oaks didn't have sidewalks. Deblin replied Sedward is where they are building the most new houses and they are installing sidewalks. Etzler asked if we had a rough guess of how many trees we would be looking at? Deblin replied 12-15 trees each planting, which totals somewhere between 25-30 for the year. Something else to think about is what we want to do for Arbor Day, whether we want to do something different or continue tree planting. It seems like it's becoming harder to find volunteers for the plantings. He would think that Saturday morning would be the most available, but he is not opposed if a group of school kids would like to do it during the weekday. He is unsure if they still do it or not, since the last time he reached out to the guidance office at the school and didn't receive a response. The guidance office did forward it to the sporting teams and groups, but no one responded back looking to volunteer. Volkman stated at one time we had junior high kids help us, but that was quite a while ago. It was when the junior high was across the street, so they would walk

down to East River Downs Park. Deblin stated seniors need 40 volunteer hours, maybe some of them would help. Clausen stated he thought Stephanie had alternates instead of tree planting. If we're not getting any help why don't we touch base with her and see if she can get us some type of educational thing we can put in the paper for a couple of weeks. Etzler replied we could reach out to the elementary school to see if they can work Arbor Day into their science curriculum. Cordes asked if the Boy Scouts had to do volunteer hours? Deblin replied the Boy Scouts used to help us, but it seemed like only one or two would show up and the last 2-3 plantings we never even got a response from them. Volkman stated we used to have the Boy Scouts help quite a bit. Deblin replied he has seen pictures and it looked like they had all age ranges show up. Clausen asked if Stephanie would come out and talk to the Lions Club or Rotary Club to see if they would help us out? Deblin replied that's something we can look into. Clausen stated he remembered reading one of them about the umbrellas of the trees and how we save money. That might be a good presentation. Cordes asked if we heard anything from 4-H? Deblin replied no.

#### **REVIEW NEXT YEAR'S BUDGET/PLANS**

Deblin reported he believes Lulfs is submitting for \$70,000, which is the same as this year. That won't be official until the budget is approved. With the current cost of things the increase didn't seem to make a difference. The trimming prices have stayed consistent. North Branch does a good job for us and they have not adjusted their prices in the last 3-4 years. The issue is the removals have went up quite substantially. They used to be \$7,000-\$9,000 when he took over and lately they have been \$12,000-\$15,000. This fall with the storm damage we have as many extra trees as contract trees, even with the electric department helping out. He is estimating putting both together will make the fall contract \$30,000. He has not received a quote for the extras yet, but Lulfs was going to pull money from somewhere else due to it being from storm damage. Cordes asked if we are able to get grants to help? Deblin replied he hasn't found any yet. There was a grant at one time that had to do with planting, but it was quite a process to get it. Cordes stated I wonder if we'd get more volunteers if we called it urban revitalization instead of planting of trees. Deblin replied maybe. Etzler stated we should see what the requirements are to be considered. Deblin stated he has a spreadsheet that he will bring to the October meeting to give an idea of what we spending. Most of our money is in removals and trimming. We didn't do a spring topsoil, since the contracts weren't done from the fall. Now we have 63 holes from the combination of spring and fall. We're taking down an average of 50-70 trees a year, which adds up quickly. Sooner or later we'll have to get a handle on that, we can't be taking down that many and only planting 30. Volkman stated we should be planting to replace at a 1:1 ratio. Deblin replied we should be. Volkman stated there will be places we can't, but there will be places like twin oaks that we can pick. It's been a while ago, but our ratio used to be 1.2:1. Planting more than were removing is the direction we want to go. When things like storms come along that throws a monkey wrench into it. Cordes asked what the average cost per tree is? Deblin replied it was \$4,000 this year, so the average cost was \$290 a piece. Etzler stated that's planted and they have a 1 year guarantee. They are 2 inches in diameter, so the tree is about 4-5 years old before we get it. They are pretty well established.

#### **MISCELLANEOUS**

Volkman asked if we ever found out who did the trimming downtown on East Washington? Deblin replied no, but I do know it wasn't any city personnel. Volkman stated they look okay as far as being leafed out, but they were trimmed pretty hard. Clausen asked if they bows were still around the trees uptown? Deblin replied he saw a couple still on there. Clausen asked if they were suppose to be on there for a month? Deblin stated he thought it was a month total, so we should only have a week or two left. Clausen stated he was walking down and feeling each one to see how much space there was. Volkman stated he noticed some of the lights on them have been loosened up. Clausen replied he noticed that too. Etzler stated he usually does a finger check every time he goes by. Deblin stated he is

surprised they still wrap the lights around the tree instead of doing something different like putting a light at the base of the well shinning up. Cordes replied that's a good idea. Deblin stated the electric is in the well underneath the grate anyways. Cordes replied the light would be protected and the tree wouldn't be interfered with.

**ADJOURNMENT**

Motion: Clausing          Second: Cordes  
to adjourn the Tree Commission meeting at 6:24pm

Roll call vote on the above motion:

Yea- Cordes, Clausing, Volkman, Etzler

Nay-

**Yea-4, Nay-0. Motion Approved.**

**Approved**

October 17, 2022

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Larr Etzler - Chairman

*City of Napoleon, Ohio*

**CIVIL SERVICE COMMISSION**

**SPECIAL MEETING AGENDA**

**Tuesday, October 18, 2022 at 4:00 pm**

**Council Chambers, 255 West Riverview Avenue, Napoleon, OH**

1. Call to Order
2. Approval of Minutes - (in the absence of any objections or corrections, the minutes shall stand approved) September 27, 2022.
3. Approve Applicants for the Position of Firefighter/Paramedic
4. Certify List for the Position of Firefighter/Paramedic
5. Any Other Matters to Come Before the Commission
6. Adjournment.

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Marrisa Flogaus ~ Clerk

City of Napoleon, Ohio  
**CIVIL SERVICE COMMISSION MEETING MINUTES**  
Tuesday, September 27, 2022 at 4:30 pm

**PRESENT**

Commission Members Bill Finnegan-Chair, Megan Lytle-Steele  
City Staff David Mack- Police Chief  
Ed Legg- Police Lieutenant  
Greg Smith- Police Lieutenant  
Brittney Roof – HR Director  
Recorder Marrisa Flogaus

**ABSENT**

Commission Member Amy Bains

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**CALL TO ORDER**

Chair Finnegan called the Civil Service Commission meeting to order at 4:39 pm.

**APPROVAL OF MINUTES**

Hearing no objections or corrections, the minutes from the Civil Service Commission meeting on August 23, 2022 were approved as presented.

**SET DATE FOR RECEIVING APPLICATIONS THROUGH THE NATIONAL TESTING NETWORK FOR ENTRY LEVEL OR LATERAL POLICE OFFICER PATROLMAN GRADE**

Roof stated we are requesting to utilize the National Testing Network for the written test with advertising for the position of Entry Level or Lateral Police Officer Patrolman Grade to start October 3, 2022 to October 31, 2022. Normally we advertise on the City's website, Facebook, Indeed, Northwest State, Owens, Northwest Signal, Crescent, Ohio Means Jobs and Policeone.

Motion: Lytle-Steele Second: Finnegan

to utilize the National Testing Network for the written test with advertising for the position of Entry Level or Lateral Police Officer Patrolman Grade to start October 3, 2022 and end on October 31, 2022.

Roll call vote on the above motion:

Yea-Lytle-Steele, Finnegan

Nay-

**Yea-2, Nay-0. Motion Passed.**

Roof stated in the past we have had candidates turn in an application before the due date on NTN. We feel like we had lost some potential candidates due to them not fully understanding the application requirements. We want to make a one-time rule change to change the process to providing the city application to the candidate passing the physical agility test. This would not require them to fill out the application until after they pass the physical agility test.

Motion: Lytle-Steele Second: Finnegan

to approve a one-time rule change to change the process to providing the city application to the candidate passing the physical agility test

Roll call vote on the above motion:

Yea-Lytle-Steele, Finnegan

Nay-

**Yea-2, Nay-0. Motion Passed.**



#### **SET DATE, TIME, AND PLACE FOR POLICE OFFICER PATROLMAN GRADE PHYSICAL AGILITY TEST**

Roof stated at this time we have one date that would be November, 2, 2022 at 1800 hours at St. Paul's Lutheran Church in Napoleon, Ohio. Finnegan asked if this could be delayed a week? Lytle-Steele asked how about November, 9, 2022? Roof stated we would have to verify with the school to see if that would work. Smith stated the 9<sup>th</sup> would be a good possibility. The church doesn't typically have practice on Wednesdays.

Motion: Lytle-Steele

Second: Finnegan

to set the tentative date of Wednesday, November 9, 2022 at 6:00pm for the Police Officer Patrolman Grade physical agility test at St. Paul's Lutheran Church in Napoleon, Ohio.

Roll call vote on the above motion:

Yea- Lytle-Steele, Finnegan

Nay-

**Yea-2, Nay-0. Motion Passed.**

#### **DETERMINATION OF CREDITS AND HOW CREDITS ARE TO BE APPLIED FOR THE POLICE OFFICER PATROLMAN GRADE POSITION**

Roof stated these are the same credits that we use every time and cannot exceed a total of 10%.

Motion: Lytle-Steele

Second: Finnegan

to approve the following credits for Police Officer Patrolman Grade applicants who have obtained a passing score and supplied proof when they submit their application. The approved credits are:

5% - Veteran's (military service)

5% - College Degree

5% - OPOTA Certification

5% - Three Years of Experience with Napoleon Auxiliary Police

the percentage points will be added to the passing score with the total percentage not to exceed 10%.

Roll call vote on the above motion:

Yea- Lytle-Steele, Finnegan

Nay-

**Yea-2, Nay-0. Motion Passed.**

#### **TO APPOINT AN ASSISTANT CHIEF OF POLICE**

Roof stated in 2017 Lt. Legg applied for the Chief of Police position, but was originally turned down at the time by HR. Lt. Legg then petitioned the Civil Service Commission with documentation that proved he was qualified for the position. He was in the Air Force from June of 1985 to July of 1997 and during that time he completed 22 hours of community college at the Air Force, which entailed physical education, marksmanship, security operations, military law, security police tactics, journeymen internships and craftsmen internship. Also, he had 60 hours of profession military education in non-commission preparatory course and total quality Air Force courses attached to those hours as well. He has previously completed his Ohio Peace Basic Training Program, which per Northwest State Community College 28 hours of that class counts towards an associate's degree in criminal justice. The associate's degree in criminal justice totals 68 credit hours. When he originally completed the Ohio Peace Basic Training Program he completed about 502 class hours of training. Back in 2017 he completed 901 hours of in-service police training, 261 hours command related subjects, 326 hours of firearm instruction, 244 hours of warrant entry team commander training, 70 hours of annual state and department reoccurring training plus many more hours since then. Lt. Legg stated roughly 400-500 more hours were completed since then. Roof stated currently Lt. Legg is and has been completing the job of an Assistant Chief, but without the title and pay. A rough draft of the job description has been completed. We are proposing it be put in place to allow Lt. Legg to be put in that position. When we look at section 9.5 of the police and fire promotion section it states that there has to be at least two eligible individuals in order to compete in the process. We have two, but one of them has chosen not to compete at this point. This leaves Lt. Legg as the only individual eligible to compete. If we open this up to lower individuals below the lieutenant spot, we would not have anyone who could truly compete. We are looking for a motion to make him the official assistant police chief. Lytle-Steele stated that seems like a lot of hours to me. Finnegan stated the only thing we can do is recommend. Roof stated correct, we have to get approval here, so that we can start to

move this through the city. We would officially have to set up a job description and wage range, before we can appoint him. Mack stated this is something we have talked about inside of our department for a better part of a decade, even under Chief Weitzel. When I took over I had no command staff under the lieutenant and traditionally in a paramilitary organization you have a sergeant or corporal, lieutenant, captain or assistant chief of police and then the Chief. At one point we had four lieutenant as part of the command staff other than the Chief, which caused a lot of problems. Under retired Chief Weitzel I was morphed into something we called an administrative lieutenant. Essentially this was just a title change, since we kept the same rank structure. I took on a lot of the administrative functions of the department like discipline and being in charge of the detective office. When I got promoted to Chief this is something I talked about with the city manager right away. We started with the sergeant being the first piece of the puzzle. Now, Lt. Moll is ready to retire later this year, which is why we are doing the hiring. Lt Legg, Lt Moll and Detective Mendez were qualified for the chief position, so they took the test. The scores are one of the things I looked at when putting someone in to administrative lieutenant position. Lt. Legg has been in the position for a long time and now were at a point where I wanted to get the commission's approval to start the process. Lytle-Steele asked if there are still the four lieutenants? Mack replied we have three current lieutenants and one sergeant. I would like next month to start the sergeant promotion, since Lt. Moll is retiring. Then end game is to have two sergeants, a lieutenant in charge of the road and an assistant chief. Currently one of the issues we run into is time and grade. If you do not have a higher rank we go by time and grade. Lt. Moll actually has a higher time and grade than Lt. Legg. By default Lt. Legg cannot discipline him, I would have too. The goal is for the sergeants to have 5-7, the lieutenant have 5-7, and the assistant chief would take on the lieutenant as a direct supervisor and the detective office, which includes our two detectives and our SRO. That would give everyone a good span of control for supervision and would allow me to be freed up. Lt. Legg has changed his available off time I the last few years due to having to covering for me when I'm on vacation. All Lt. Legg lieutenants do this occasionally, but he has dedicated himself to take on that responsibility. With the shift differential and overtime Lt. Smith has he is actually making more money than Lt. Legg. I always look at recruitment and retention, which is the concept of how can I get someone to step into the next role. Lt. Legg has less than two years until he can retire, whether he goes or not is up to him. How will I get someone else to take on that role and all the responsibility if they're going to make less money? This is the final piece of my departments restructure.

Motion: Lytle-Steele                      Second: Finnegan  
to recommend to Appoint an Assistant Chief of Police

Roll call vote on the above motion:

Yea- Lytle-Steele, Finnegan

Nay-

**Yea-2, Nay-0. Motion Passed.**

#### **ANY OTHER MATTER TO COME BEFORE THE COMMISSION**

Roof stated after speaking with Chief O'Brien the firefighter/ paramedic testing stops September 30, 2022. I was looking to see if we can move next month's meeting to October 18<sup>th</sup>, which is a Tuesday. Lytle-Steele stated that is fine as long as we start the meeting at 4:00pm.

#### **ADJOURNMENT**

Motion: Lytle-Steele                      Second: Finnegan  
to adjourn the Civil Service Commission meeting at 4:59 pm.

Roll call vote on the above motion:

Yea- Lytle-Steele, Finnegan

Nay-

**Yea-2, Nay-0. Motion Passed.**

Approved  
10-18-2022

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Bill Finnegan, Chair

DRAFT

City of Napoleon, Ohio

**CITY COUNCIL**

MEETING AGENDA

**Monday, October 17, 2022 at 7:00 pm**

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

**A. Call to Order**

**B. Attendance** (Noted by Clerk)

**C. Prayer and Pledge of Allegiance**

**D. Efficiency Smart Presentation**

**E. Approval of Minutes** (in the absence of any objections or corrections, the minutes shall stand approved)  
October 03, 2022 Regular Council Meeting Minutes

**F. Citizen Communication**

**G. Reports from Council Committees**

1. The Water, Sewer, Refuse, Recycling and Litter Committee did not meet on October 10, 2022 due to lack of agenda items.
2. The Municipal Properties, Building, Land Use and Economic Development Committee did not meet on October 10, 2022 due to lack of agenda items.
3. The Personnel Committee met on October 11, 2022 at 7:15am; and went into executive session to consider employment of a public employee.
4. The Electric Committee did not hold their special meeting on October 11, 2022 due to being canceled by the Chair.
5. The Parks and Rec Committee did not meet on October 17, 2022 due to lack of agenda items.

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

1. The Board of Public Affairs held did not hold their special meeting on October 11, 2022 due to lack of quorum.
2. The Board of Zoning Appeals met on October 11, 2022 and; approved BZA 22-02 - Variance to Property Setback – 1724 W. Riverview Ave.
3. The Planning Commission did not meet on September 13, 2022 due to lack of agenda items.
4. The Tree Commission met September 19, 2022 at 6:00 pm with the agenda items:
  - a. Award Fall Trimming Contract (Tabled)
  - b. Review Tree Call Reports
  - b. Fall Contracts Update
  - c. Award Fall Planting Contract
  - d. Award Fall Trimming Contract
  - e. Begin Spring Plantings List
  - f. Review Next Year's Budget/Plans

**I. Introduction of New Ordinances and Resolutions**

1. **Resolution No. 057-22**, A Resolution authorizing amendments to the previously executed Community Reinvestment Area (CRA) Agreement with Keller Logistics, Inc. within Napoleon CRA #7; and declaring an Emergency
2. **Ordinance No. 058-22**, An Ordinance amending certain sections of the City of Napoleon Personnel Code, specifically Section 197.14(D)(8), "Overtime – Basic Rate", Section 197.16(F)(1), "Effects of Vacations and Days Off on City Observed Legal Holidays," and Section 197.14(D)(5), "Minimum call-out Time;" also amending the City of Napoleon Employment Policy Manual, specifically Policy 4.4, "Effects of Time Off on Ability to Earn Overtime Pay"
3. **Ordinance No. 059-22**, An Ordinance amending Ordinance No. 053-21 regarding compensation of the Napoleon Municipal Court Bailiff for the year 2023; and declaring an Emergency
4. **Resolution No. 060-22**, A Resolution approving the provisions of a certain collective bargaining agreement no. 2022-MED-08-0736 between the City of Napoleon and Local 240 Napoleon Police Officers Association IUPA, AFL-CIO for the

term commencing from December 1, 2022 Through November 30, 2025; authorizing the city manager to execute the same; and declaring an Emergency

5. **Resolution No. 061-22**, A Resolution approving the provisions of a certain collective bargaining agreement no.2022-MED-08-0777 between the City of Napoleon and Local 3363 International Association of Fire Fighters for the term commencing from January 1, 2023 through December 30, 2025; authorizing the City Manager to execute the same; and declaring an Emergency
6. **Ordinance No. 062-22**, An Ordinance appointing Chad Lulfs as Acting City Manager for the City of Napoleon, Ohio beginning October 7, 2022; and declaring an Emergency (Suspension Requested)

**J. Second Reading of Ordinances and Resolutions**

1. **Ordinance No. 052-22**, an Ordinance authorizing the Municipal Bridge Inspection Program through ODOT
2. **Ordinance No. 053-22**, an Ordinance authorizing the Ohio Department of Transportation to perform necessary work within the City of Napoleon, Ohio regarding the resurfacing and bridge repair project on State Route 110

**K. Third Reading of Ordinances and Resolutions**

1. **Ordinance No. 050-22**, an Ordinance Amending a Certain Section of the City of Napoleon Personnel Code, specifically Section 197.16(F)(3), "Schedule of Observed Legal Holidays", Also Amending the City of Napoleon Employment Policy Manual, specifically Policy 14.3, "Recognized Holidays"
2. **Resolution No. 051-22**, a Resolution Approving the Provisions of a Certain Collective Bargaining Agreement between the City of Napoleon, Ohio and American Federation of State, County, and Municipal Employees, AFL-CIO Local 3859 for the Term Commencing from December 1, 2022 through November 30, 2025, Authorizing the City Manager to Execute the same; and Declaring an Emergency

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

1. Discussion/Action: Review/Approval of the Power Supply Cost Adjustment Factor for October 2022, PSCAF 3- month averaged factor \$0.0338 and JV2 \$0.440627
2. Discussion/Action: to enter into a Three- Year Agreement with Efficiency Smart (Direct the Law Director to Draft Legislation)
3. Discussion/Action: Liquor Permit Application for SaneHoltz McKarns Inc at 2269 Scott Street, Napoleon, Ohio
4. Discussion/Action: Personnel Committee Update
5. Discussion/Action: Potential Procedure of Hiring a New Fire Chief
6. Discussion/Action: Yard Waste Site \$100.00 Donation

**M. Executive Session (as needed)**

**N. Approve Payments of Bills and Financial Reports** (In the absence of any objections or corrections, the payment of bills and financial reports shall stand approved.)

**O. Adjournment**

  
Marrisa Flogaus- Clerk

**A. ITEMS REFERRED OR PENDING IN COMMITTEES OF COUNCIL**

- 1. Technology & Communication Committee (1<sup>st</sup> Monday)**  
(Next Regular Meeting: November 7, 2022 @6:15 pm)
- 2. Electric Committee (2<sup>nd</sup> Monday)**  
(Next Regular Meeting: Monday, November 14, 2022 @6:30 pm)
  - a. Review of Power Supply Cost Adjustment Factor for November 2022
  - b. Electric Department Report
- 3. Water, Sewer, Refuse, Recycling & Litter Committee (2<sup>nd</sup> Monday)**  
(Next Regular Meeting: Monday, November 14, 2022 @7:00 pm)
  - a. Downtown Garbage Cans
- 4. Municipal Properties, Buildings, Land Use & Economic Development Committee (2<sup>nd</sup> Monday)**  
(Next Regular Meeting: Monday, November 14, 2022 @7:30 pm)
- 5. Parks & Recreation Committee (3<sup>rd</sup> Monday)**  
(Next Regular Meeting: Monday, October 17, 2022 @6:00 pm)
- 6. Finance & Budget Committee (4<sup>th</sup> Monday)**  
(Next Regular Meeting: Monday, October 24, 2022 @6:30 pm)
- 7. Safety & Human Resources Committee (4<sup>th</sup> Monday)**  
(Next Regular Meeting: Monday, October 24, 2022 @7:30 pm)
  - a. Assistant Police Chief Job Description and Wage Scale Layout
- 8. Personnel Committee (as needed)**

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

- 1. Board of Public Affairs (2<sup>nd</sup> Monday)**  
(Next Regular Meeting: Monday November 14, 2022 @6:30 pm)
  - a. Review of Power Supply Cost Adjustment Factor for November, 2022
  - b. Electric Department Report
- 2. Board of Zoning Appeals (2<sup>nd</sup> Tuesday)**  
(Next Regular Meeting: Tuesday, November 8, 2022 @4:30 pm)
- 3. Planning Commission (2<sup>nd</sup> Tuesday)**  
(Next Regular Meeting: Tuesday, November 8, 2022 @5:00 pm)
- 4. Tree Commission (3<sup>rd</sup> Monday)**  
(Next Regular Meeting: Monday, October 17, 2022 @6:00 pm)
- 5. Civil Service Commission (4<sup>th</sup> Tuesday)**  
(Next Regular Meeting: Tuesday, October 25, 2022 @4:30 pm)
- 6. Parks & Recreation Board (Last Wednesday)**  
(Next Regular Meeting: Wed., October 26, 2022 @6:30 pm)
- 7. Privacy Committee (2nd Tuesday in May & November)**  
(Next Regular Meeting: Tuesday, November 8, 2022 @10:30 am)
- 8. Records Commission (2<sup>nd</sup> Tuesday in June & December)**  
(Next Regular Meeting: Monday, December, 2022 @6:45 pm)
- 9. Housing Council (1<sup>st</sup> Monday after the TIRC meeting)**
- 10. Health Care Cost Committee (as needed)**
- 11. Preservation Commission (as needed)**
- 12. Napoleon Infrastructure/Economic Development Fund Review Committee (NIEDF) (as needed)**
- 13. Tax Incentive Review Council**
- 14. Volunteer Firefighters' Dependents Fund Board (as needed)**
- 15. Volunteer Peace Officers' Dependents Fund Board (as needed)**
- 16. Lodge Tax Advisory & Control Board (as needed)**
- 17. Board of Building Appeals (as needed)**
- 18. ADA Compliance Board (as needed)**

*City of Napoleon, Ohio*  
**CITY COUNCIL MEETING MINUTES**  
Monday, October 03, 2022 at 7:00 pm

**PRESENT**

Council Members

Joe Bialorucki- Council President, Ross Durham- Council President Pro-Tem, Daniel Baer, Lori Sicclair, Ken Haase, Molly Knepley, Dr. David Cordes

Mayor

Jason Maassel

City Manager

Joel Mazur

Law Director

Billy Harmon

Finance Director

Kevin Garringer

City Staff

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

Aron Deblin- Construction Inspector

Joel Frey- Assistant Fire Chief

David Mack- Police Chief

Edward Legg- Police Lieutenant

Chad Moll- Police Lieutenant

Greg Smith- Police Lieutenant

David Steward- Police Officer

Others

Roberta Mack

News- Media

Recorder

Marrisa Flogaus

Absent

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**CALL TO ORDER**

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

**PRESENTATION OF AN AUDIT AWARD BY LORIE BRODIE FROM THE STATE AUDITOR'S OFFICE**

Brodie stated I'm here to present the Auditor of State Award with Distinction to the City of Napoleon again. This award puts the City of Napoleon into a select group as this award is only received by 3%-5% of our entities and we complete around 5,900 audits a year. You have to have completed a Comprehensive Annual Financial Report or a CAFR within six months of fiscal year end. You have to have a clean audit with no findings for recovery or material citations, material weakness, significant deficiencies, single audit findings or questioned costs. You have to have no other financial concerns and in the management letter that comes with your audit, you have to have no ethic referrals, no questioned cost over \$10,000, lack of a timely report submission, reconciliation issues, failure to obtain a timely single audit or findings for recovery or public meetings or public records issues. I think it's important to note that this reminds us that the finance department is leading the way, but it does take all of your employees to make this happen. I think they have to strive every day to receive this compliment, so I would like to thank all the employees. I would also like to thank Council and the Mayor for doing a great job accounting for every dollar within the budget. It takes people who are on top of it to receive the award. You should also thank your great finance director who I've known from doing this U:\Marrisa\2022\COUNCIL\10 OCTOBER\10 03 2022\10 03 22 Council minutes.docx

job for the past 4 years. He has always done a great job everywhere he has been. I just want to thank the finance director, Garringer, and his staff for doing such a great job. Bialorucki stated congratulations to Garringer and the rest of your team. I know it is for all the other department as well, since they play a big role in our finance here. Garringer replied thank you. Your right there are five ladies in my department who deserve a lot of credit and so does every other departments that works with us. It's an honor to continue the success. Joel accepted this award last year and I'll go back even further than that. Lots of these process and procedures go clear back to Greg Heath and his leadership. We cannot forget the past.

#### **APPROVAL OF MINUTES**

The minutes from the September 19, 2022 Council meeting were approved as presented.

#### **CITIZEN COMMUNICATION- None**

#### **REPORTS FROM COUNCIL COMMITTEES**

Baer, chair of the Safety and Human Resource Committee, reported the committee met on September 26, 2022 at 7:30pm and;

- recommended to Council to Change the Verbiage of Over-Time Rate Qualifications
  - recommended to Council to partner with the Center for Child and Family Advocacy for a Comfort Dog
  - recommended to Council to increase the Municipal Court Bailiffs Pay-Scale for 2023
- Bialorucki, chair of the Finance and Budget Committee, reported the committee held a Special Meeting on September 30, 2022 at 7:00am and;

- recommended to Council to Approve the Third Quarter Budget Adjustments
- recommended to Council to Approve the Upgrade for Authority Utility Program
- recommended to Council to Set November 11, 2022 and November 12, 2022 as the date for the Annual Budget Review.

The Technology Committee did not meet October 3, 2022 due to lack of agenda items.

#### **INTRODUCTION OF NEW ORDINANCES AND RESOLUTIONS**

##### **Ordinance No. 052-22- Municipal Bridge Inspection Program**

Council President Bialorucki read by title Ordinance 052-22, an Ordinance authorizing the Municipal Bridge Inspection Program through ODOT

Motion: Durham                      Second: Haase  
to approve First read of Ordinance No. 052-22

Lulfs stated this program will allow us to have our bridges inspected through the State of Ohio, specifically ODOT. They hire consultants to do the inspections for us and there are no cost if we participate in the program. However, if we do not participate in the program we will still have to have the bridges inspected and we will have to pay for the services. The contract with ODOT is for one year and I request that council pass legislation to save us those costs.

Roll call vote on the above motion

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

**Yea-7, Nay-0. Motion Passed**



**Ordinance No. 053-22- St. Rt. 110 Resurfacing**

Council President Bialorucki read by title Ordinance 053-22, an Ordinance authorizing the Ohio Department of Transportation to perform necessary work within the City of Napoleon, Ohio regarding the resurfacing and bridge repair project on State Route 110

Motion: Durham                      Second: Siclair  
to approve First read of Ordinance No. 053-22

Lulfs stated this is another program working with ODOT. ODOT was planning on resurfacing State Route 110 from State Route 109 up to the city's corporation limit. Due to the condition of State Route 110 (East Maumee) I appealed to them to continue the project to State Route 108 and they agreed. They will cover the majority of the costs. Right now, I do not have a final estimate, but the preliminary estimate they sent was \$225,000. That's between 30%-50% of what we would have to pay if we did this ourselves. ODOT requested this legislation that states that we will participate in the program with them and be responsible for our portion. Maassel asked if this job was a mill and fill? Lulf replied yes. There is some minor drainage work, specifically adjusting catch basin and manhole castings in the pavement.

Roll call vote on the above motion

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

**Yea-7, Nay-0. Motion Passed**

**Ordinance No. 054-22- 3<sup>rd</sup> Quarter Budget Adjustments Supplemental 3**

Council President Bialorucki read by title Ordinance 054-22, an Ordinance supplementing the annual appropriation measure (supplement No. 3) for the year 2022; and declaring an Emergency (Suspension Requested)

Motion: Hasse                      Second: Knepley  
to approve First read of Ordinance No. 054-22

Garringer stated these are the budget adjustments we do quarterly that go through the Finance and Budget Committee. We are asking for approval under suspension, so that we can close out the books for September rather than waiting for the three reads. This specific ordinance states the line items that were increased throughout the budget. Some of the higher ones I wanted to point out was the increase of continuations of judge costs, meaning when we had the transition of judges we had to pay for visiting judges. There was a retirement that was not budgeted for at the beginning of the year, so we have to do a budget adjustment for the vacation and sick time payout. There are some fuel charges on here because at the time of the 2022 budget we were not expecting prices to be where they are at. There is a larger increase for a possible police car purchase. There is a purchase for an electric transformer, which we will talk about later. There is one here for a vehicle purchase due to a previous vehicle catching on fire and we had to replace it, which we didn't anticipate.

Motion: Durham                      Second: Cordes  
To suspend the rule requiring three reads of Ordinance 054-22

Roll call vote on the above motion

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

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**Yea-7, Nay-0. Motion Passed**

Roll call vote to pass Ordinance No. 054-22 under suspension and emergency

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

Nay-

**Yea-7, Nay-0. Motion Passed.**

**Ordinance No. 055-22- 3<sup>rd</sup> Quarter Budget Adjustments Transfer of Appropriations 3**

Council President Bialorucki read by title Ordinance 055-22, an Ordinance authorizing the Finance Director to make appropriation transfers (Transfer of Appropriations 3) from one appropriation line item to another appropriation line item pursuant to ORC. Section 5705.40 for the fiscal year ending December 31, 2022 as listed in Exhibit A; and declaring an Emergency (Suspension Requested)

Motion: Durham                      Second: Knepley  
to approve First read of Ordinance No. 055-22

Garringer stated this is another budget adjustment. For this ordinance we move budgeted numbers from one line to another instead of increasing our total budget. We have budgeted line items for different funds called undefined contingencies. This is a way to have things budgeted in case you need them. There are two larger items on that in the 500 Fund and the 510 Fund. We had to take out of the undefined contingencies because of the electric rate study and having to repair a pipe at the water treatment plant. It is a good thing we do the undefined contingencies and as we go into the budget for this year I ask that we do not cut those. I ask for this to be under suspension, so that we can close the book for September.

Motion: Haase                      Second: Knepley  
To suspend the rule requiring three reads of Ordinance 055-22

Roll call vote on the above motion

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

Nay-

**Yea-7, Nay-0. Motion Passed**

Roll call vote to pass Ordinance No. 055-22 under suspension and emergency

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

Nay-

**Yea-7, Nay-0. Motion Passed.**

**Resolution No. 056-22- Electric Department Transformer Purchase**

Council President Bialorucki read by title Resolution 056-22, a Resolution authorizing the expenditure of funds in excess of twenty-five thousand dollars (\$25,000) for the purpose of purchasing a padmount transformer for the City of Napoleon Electric Department, and to award said purchase to Peak Electric, Inc.; and declaring an Emergency (Suspension Requested)

Motion: Durham                      Second: Cordes  
to approve First read of Resolution No.56-22

Mazur stated this has to do with the purchase of a new padmount transformer, which are hard to come by anymore. Our inventory is just about out and we need these too put people back into power if one went out. Not only are the wait times too far out, but inventory is low overall. This is the size we need and this is the only company able to deliver something in a reasonable amount of time. We have two others on order, but as you've heard there are inflation issues and in the electric world it's worse. These transformers have more than doubled in price. This is going to cost around \$72,000 for one transformer and any other given year this would have only cost \$35,000. The request for suspension is because we really need the inventory. Cordes asked how far are we out from delivery? Mazur replied I believe Kuhlman said 8 weeks. A lot of people don't actually have them on the lot and have to manufacture them. Bialorucki stated this was a hot topic at the AMP Conference last week. I think I heard them say if they needed to build one normally it would be 25 weeks and now you're looking at 2-2.5 years. If we can get one now, I think it's a good idea. Cordes asked if all communities had an inventory like we do? Mazur replied they should. Cordes asked if we had a bit extra inventory? Mazur replied it's about what we should have. I don't think we have anymore then needed. You always have to have some on hand in case a pole or transformer gets hit. If something goes out you can't rent or borrow anything. Then larger companies are out of power for a long time. It's pretty important to keep that stock. Also, this size of this transformer is uncommon and good news is business are requesting them, which is why our inventory is getting low. Realistically we will have to pay for this eventually because it is a necessity. It is the cost of doing business. This money will get recouped if an industry deploys it.

Motion: Knepley

Second: Dr. Cordes

To suspend the rule requiring three reads of Resolution No. 056-22

Roll call vote on the above motion

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

Nay-

**Yea-7, Nay-0. Motion Passed.**

Roll call vote to pass Resolution No. 056-22 under suspension and emergency

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

Nay-

**Yea-7, Nay-0. Motion Passed.**

### **Second Reading of Ordinances and Resolutions-**

#### **Ordinance No. 050-22- Amending Holidays**

Council President Bialorucki read by title Ordinance 050-22, an Ordinance Amending a Certain Section of the City of Napoleon Personnel Code, specifically Section 197.16(F)(3), "Schedule of Observed Legal Holidays", Also Amending the City of Napoleon Employment Policy Manual, specifically Policy 14.3, "Recognized Holidays"

Motion: Baer

Second: Knepley

to approve Second read of Ordinance No. 050-22

Mazur stated this is to recognize Juneteenth and Veterans Day as legal observed holidays for the city.

Roll call vote on the above motion

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

**Yea-7, Nay-0. Motion Passed**

**Resolution No. 051-22- AFSCME Contract**

Council President Bialorucki read by title Resolution 051-22, a Resolution Approving the Provisions of a Certain Collective Bargaining Agreement between the City of Napoleon, Ohio and American Federation of State, County, and Municipal Employees, AFL-CIO Local 3859 for the Term Commencing from December 1, 2022 through November 30, 2025, Authorizing the City Manager to Execute the same; and Declaring an Emergency

Motion: Knepley                      Second: Haase  
to approve Second read of Resolution No. 051-22

Mazur stated this is to enter into a new contract with the AFSCME Union. We went through the interest based bargaining process of negotiations and we believe it was a success. There were very few issues as this is a pretty seasoned contract. One non-wage issue that has a bit of an impact is the increase of the minimum call out time from two hours to three hours. There were not very many consequential monetary items. The wage increase requested are 3.5% for the first year, 3% for the second year and 3.5% for the third year. We did a carve out for some of the electric employees, which resulted in a 7% increase for each of the three years. What we discovered in this process is that the wages for linemen were so far below the other communities, let alone the private sector. Municipal wages for linemen are typically below the private sector by a significant amount. In this case we looked at AMP communities and other nearby communities and found that Napoleon was near or at the bottom in terms of pay-scale. This 7% increase for three years is really just a correction. This was missed for many years and they kept falling further behind. This will help us get to a competitive level compared to the communities around us and; help with retention and the attraction of new employees. I'm sure you heard during the AMP conference that there is a worker shortage as well. Lineman are becoming harder to come by. The employees that we have are doing a phenomenal job. Maassel asked if the 7% was in excess to or in lieu of the 3% and 3.5%? Mazur replied it's separate, so there's no addition of both.

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

**Third Reading of Ordinances and Resolutions- None**

**GOOD OF THE CITY (Discussion/Action)**

**Liquor Permit Application for Familia Guerro LLC at 1406 Scott Street, Napoleon, Ohio**

Mazur stated this is a request for a new liquor permit for Familia Guerro. This is one of those item that no action is considered approval. No action taken.

**Discussion regarding an amendment to the Keller CRA**

Mazur stated this was a request from Keller and the CIC to change the agreement due to a name change of the company. Harmon stated there was also an increase in the total capital investment and the square footage of the building. Maassel asked if they were both increases? Harmon replied if I recall the

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size of the building went from 100,000 square foot to 150,000 square foot and I don't recall what the prior capital investment was. Maassel interjected \$6.5 million.

Motion: Haase                      Second: Siclair  
To direct the law director to draft legislation

Roll call vote on the above motion

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

Nay-

**Yea-7, Nay-0. Motion Passed**

**On recommendation to accept the proposed healthcare plans for 2023**

Garringer stated on a yearly bases the healthcare cost from BORMA are reviewed. We are a pooled group of multiple communities and this past year they suggested our plans increase an average of 4.5%-6.5% per community. We were able to save at least 1% due to our wellness programs and our claims. We ended up with a 2.25% increase to our monthly premiums for the two plans that we offer. We ask council to accept the proposed healthcare plans for 2023. Keep in mind as that increase goes up the split gets adjusted as well, which 87.5% is paid for by the City of Napoleon and 12.5% is paid for by the employee. We were happy with the percentage increase due to how things are going up. Bialorucki asked if this recommendation came from a committee? and who is on that? Garringer replied the Healthcare Cost Committee has representatives from police, fire, AFSCME, non-bargaining and appointing authorities. It was unanimously voted on by the Healthcare Cost Committee to accept these rates. Mazur stated the 1% is incredibly rare we had a participation rate of 95%. What we are doing is working.

Motion: Knepley                      Second: Siclair  
To Accept the Proposed Healthcare Plans for 2023

Roll call vote on the above motion

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

Nay-

**Yea-7, Nay-0. Motion Passed**

**On recommendation to continue the wellness program as is**

Garringer stated in the Healthcare Cost Committee there was a discussion about wellness and it was voted upon to keep our wellness plan as is in 2023. It has worked quite well for us and our participation is above 95%. This is critical due to the renewal credit we receive for that. Having an incentive for employees to get their wellness checks on an annual bases has been proven throughout BORMA that it's effective in catching things early. I would recommend to accept the recommendation to continue the wellness plan as is.

Motion: Baer      Second: Cordes  
To Continue the Wellness Program as is

Roll call vote on the above motion

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

Nay-

## **Yea-7, Nay-0. Motion Passed**

### **On recommendation to Change the Verbiage of Over-Time Rate Qualifications**

Mazur stated the verbiage for how overtime is calculated for non-bargaining members was discussed at the Safety and Human Resource Committee meeting. For bargaining members if you have an eight hour shift and work over you receive overtime. For non-bargaining members and according to FLSA Rules it's forty hours worked. So, if you have a holiday or vacation where you're technically not working and work over your regular shift you're not making overtime. After you work forty hours then anything after that is considered overtime. That rule changed about six to seven years ago. From my experience I've seen it cause some disparity amongst the ranks of bargaining and non-bargaining. The committee saw the value in changing it back. The new verbiage would include anything over eight hours of continuous work would be overtime regardless of if they had a holiday or sick day during the week. In talking with the department heads this was one item causing disparity, which needs to be corrected. Baer stated this is for all non-bargaining members in any department, not just the police department. The officers that are present today shared last week. A lot of people especially in the police department don't even want to move up to the top positions because of this situation. We have quite a few people who are near retirement in those leadership positions right now and we have officers who don't want the position partly due to this reason. Cordes stated when employees are putting in the extra hours is when we need them the most. They run into situations where they question their willingness to work all those hours at straight time instead of time and a half. In my opinion that's part of the reason why this should be corrected. Mack stated for me this was a big deal without a doubt. In my experience it had a detrimental effect on our agency specifically. When this went into play it caused significant issues throughout our agency. We were at a time when we were trying to keep a dispatch center open and our staffing was low due to empty spots. I worked from 3:00am to 3:00pm multiple times at straight time because I took a Friday off and lot of these times were in dispatch to keep it open or to keep another employee from being forced. For me this issue is a three prong concern. One being the personnel issues with equality thought the workforce. The supervisors are sometimes making less than the employee they are supervising on a given day. The second one is recruitment and retention, which has always been a focus of mine. That is not just at the entry level, but at the command level as well. I'm at a time in our department's history where we're having a significant amount of retirements that are on the horizon. How do I get people to come up to those ranks when you lose things you have at the lower rank. It's a hard decision to whether you want to get promoted or not. Overtime is one of those things. I don't think this ever had the intended effect at the time, which was reduction. We have never forced an employee off due to our scheduling and we have always paid overtime. The problem is they can't take a day off earlier in the week because they have overtime later in the week. Finally, the operational side. I think there is a couple of supervisors that will attest to this. It makes you think very closely as to whether you want to volunteer for overtime even when the only other officer working has already had four 12 hour shifts. That is the reason I've been working with Mazur and Lambert, prior to Roof, for such a long time trying to figure out how to get this changed or adjusted. Bialorucki stated as someone who has worked as a union and non-union employee there are benefits to both. There are some things that I missed when I left the union position and it was a very tough decision for me to weight my pros and cons. I'm not saying this isn't a good idea. I just wanted to throw out there if one of the reasons we are doing this is for equality, hopefully, we are not setting a precedent that later down the road the other side will say we don't have what they have and we should. The other thing is that this is for all non-union

employees. Does it make sense in safety service and not other departments? Is it all or nothing? I know we've carved out things for the electric department, does it make sense to do that here? I'm not looking for answers here, just something to think about. Cordes replied one of the things said was if they took a day off earlier in the week and they work overtime at the end of the week there getting paid straight time. Most industry I know of allows that to be overtime. Bialorucki stated I have been in some industries where if you worked a minute over 8 hours you were getting paid overtime and I've also worked at a couple of different banks where they are exactly this way where you don't get overtime unless you've worked 40 hours. Let's say you had Monday off because it was Memorial Day, but you worked Saturday. You're not getting overtime because you didn't work for more than 40 hours you just got paid for 40 hours. Cordes asked even if you take a vacation day? Bialorucki replied correct. It's only if you worked 40 hours. I'm not saying which way is right or wrong, I'm just pointing it out. Cordes replied I've never heard of that. Knepley stated we also got to hear from Aron Delbin from the engineering department and he brought up a good point. He is called out at different hours of the day and pulled away in the middle of the night, which takes away from his time. It may not be a safety service, but it's a service to our city. That made me think he is putting in that extra time and he should be adjusted for it. I think for safety services in particular one of the big points that hit home to me wasn't equality, but retention. We're going to be losing some really awesome people in the department for safety services if we don't up the ante like we did for the lineman. Mazur stated correct me if I'm wrong, but this would really only effect 10 people. Garringer replied if you count safety services it would be more then 10. Mack replied it would only be 3 people from my department. Garringer stated as a non-bargaining employees it won't affect my individuals as they typically don't get overtime. We do the work necessary within our time frame were and were not 24/7. I'm not against it, but I've seen this in other places that I've worked where people take advantage of the situation. If they work a lot of hours in the beginning of the week they would call off on Friday and that could happen with this. I would suggest that doesn't delay your decision, but that would have to be looked at by the supervisors on a case by case bases. Maassel replied in that case we would just change it back, since it's non-bargaining. Garringer stated correct if that were to become an issue then you would be able to just change it back. I have seen situations like that not in the city, but other places. It's miraculous when they call off on Friday after they've worked 40 hours the first 4 days. Mack stated I appreciate the conversation because that what we were trying to do. This will not affect fire as they have no non-bargaining. They are all in the union or salary, which is different. I can say with 100% certainty that all overtime is approved by a supervisor in our agency this has been a practice in place long before me for accountability and we attach all overtime to a case to know exactly which case caused the overtime. Then I know whether that should have cost me two hours of overtime or not. Durham asked if there is a way to get the cost differential if this would have been in effect this year? Garringer replied I can try to work something up. Since we're talking about such few people I can probably get it done in the next few weeks. Durham stated my guess is that it would be pretty minimum, but I think that plays a factor to if were talking about a small change that could lead to a big benefit. Can we could have that by first read? Garringer replied I'll see what I can do. My disclaimer on that would be is that people have said they are not going to work it if they know it's not going to be overtime. It would probably be higher than I can calculate, but I will certainly try. Mazur replied I think it would benefit you to have the cost allocation through the funds. Mack stated in our agency I'm sure we had times where individuals didn't take overtime and that would be a hard number to come up with. The culture in our department is about teamwork and help. This is where it really comes as a concern it's not really the dollar that matters, but it does when it comes to am I going to get

up at 3:00am. That would matter to anyone of us. Our staffing is typically 2-3 people, so any kind of team work we can have to assist the employees not only the employee getting paid a bit more to work, but the employee not getting forced into a 12 hour shift where they might have a family commitment or would rather not work the overtime.

Motion: Knepley                      Second: Cordes  
To direct the law director to draft legislation

Roll call vote on the above motion

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

Nay-

**Yea-7, Nay-0. Motion Passed**

**On recommendation to partner with the Center for Child and Family Advocacy for a Comfort Dog**

Mack stated I would like to introduce my wife Roberta, her professional career is through the Center for Child and Family Advocacy. For law enforcement the most common theme the agency is addressed with is victim's advocacy. They had a comfort dog for some time, which had to be retired recently due to medical issues. This is a brain storm of our fine City Manager, who is about to depart us, Lambert and myself. We were having a serious conversation about eight to nine months ago regarding employee wellness and ARPA money. In the conversation we found there is a trend in law enforcement to partner with an agency to develop a comfort dog program. There are a lot of different roles a comfort dog can take on. Napoleon Area Schools currently has a comfort dog and St Paul's is looking at getting a comfort dog. Another place that we see a lot of comfort dogs at is in social work and crimes of violence trying to do trauma related care. This is what my wife's agency had prior to Hank. With that Mazur asked specifically if we could look with the Center to see what we could come up with. Of course for my wife it's another dog, so she jumped all over it. Her agency got started and things kind of happened fast as one of her interns had an insight of where they could get a dog that was a breed that was recommended by Franklin County Sheriff's Office. Franklin County Sheriff's Office is the one that will do our training, I say ours because all three of us have to go through it and they provide that training for free. They were the first program established in Ohio back in 2017 and at that time only the sixth in the nation. We are in low numbers across the nation as far as agencies. One article I read that was a year old said under 50 and two of those agencies are right in our area. Defiance County Sheriff's Office has a program and we're looking to start a program with council's approval. Franklin County calls it the new wave policing program. My wife reached out to Heidi Mekus who is part of the Napoleon Area Schools Program and she is the one who put us onto the trainers. I reached out to pastor Marcus of St. Paul's as he was looking to start a program and he fully supports this one. I'll be honest if we ever find ourselves in the unfortunate day of where we have a mass issue we're going to need more than one or two dogs and that is where we see all three programs coming together. We have some concerns using school dogs, dogs that are not law enforcement, due to what we do for a living primarily revolves around confidentiality. My wife's business and mine deal with some significant impact of crime victims and individuals that are suffering server trauma. To bring someone from the outside like a school has confidentiality issues. Also, the different style of training from being around kids all day and being around crime victims. Internally we want this to be open to all of the city as you can see smiles anytime the dog is around, which came to a surprise to me. I was for it, but it wasn't something on my horizon last December when we were doing budget. Whenever I come in they are more interested on when



Hanks coming in, they actually want the boss around. Law enforcement and fire deals with a lot of stuff, so hopefully this is a positive light in taking care of our own. Often times we forget about the operations guy who might be dealing with something or as Lulfs can attest to when they have a significant work place injury that an employee has seen or gone through. Our external goal is trauma, mental health and crime. R. Mack stated Hank has been with us since eight weeks old when we got him from the breeder. Our agency wrote a 1:1 grant and that was not given to us at the time. Then I talked to our finance director and proposed it to our board. Sheriff Engle is the handler of their dog at the Defiance Sheriff Office and is on our board. Sheriff Engle and my board were 100% for it and we had the money in our budget. Hank is a \$2,000 dog and he has been acquainted very well with both agencies. I'm taking him to meetings like this and getting exposed to kids. I've already seen some of the magic happen in the lobby area when I introduce him. The Napoleon Veterinary Clinic took care of our previous dog, so they agreed to give us the same reduced rate. One of our trainers is a deputy at Franklin County. He and his wife, who also runs a CAC, have a dog themselves. We have a child advocacy center where we do our forensic interviewing. The number of full disclosure not having a dog in the room is 87% and when you have a dog in the room every child has 100% disclosure. If we can offer that to the children having a hard time that was a no brainer for our agency. Sheriff Engle shared about a horrible accident where the tow truck driver was completely immobilized from what he saw on the road. He brought his dog out and she laid her head on his lap, so he could finish the job. Hank will be an awesome addition for everybody. With him being in our home we can continue the training throughout. Lots of people ask why administrators are doing this as we are not the one performing the CAC's. Well I'm there and we can take him in or law enforcement can. He will also be will be used at the sheriff's office. Hank will have two trained handlers, but aussies are very intelligent dogs as we have already figured out. Terri Fedderke, the vet, has already given me lots of information to keep him from wanting to herd constantly. Mack stated it comes down to dollars and cents. I don't see any change in my existing budget from tracking K-9 Luke's, our multipurpose dog, budget. Most of the costs in a canine budget once they are establish is care, so as long as they stay healthy that is a manageable cost. To put it in perspective we are currently underneath \$1,000 with K-9 Luke and I do not anticipate going over \$1,000. What we are proposing is a mutual agreement between the City of Napoleon and the Center where we would share costs. The Center is not looking for any recovery cost that have already been taken under their wing, but ongoing it would include a payment back and forth. With most law enforcement canines typically the food donated. The training is free other than the expense of food and travel. Training will be roughly 16 weeks. Hank would start obedience training and then quarterly training. He would be certified at about a year through the Alliance of Therapy Dogs, which is a national certification. Then much like K-9 Luke we would have to keep the certification maintained. I went through a webinar from Lexipol and found the following proven facts: it promotes dopamine release, lowers blood pressure and increases feelings of support. Sheriff Engle has talked to both me and my wife about how he has seen his personnel opening up and has seen it make a difference in individuals after a critical incident. One of the big program types that Lexipol talks about is partnering with an outside origination typically a non-profit. I've said from the day I got promoted I'm about community and this is one of those pieces at a very low cost in the grand scheme of things. Our current canine vehicle was scheduled to get replaced this year, but the car got canceled. That is already budgeted. It would just be maintaining a cage in my car, which typically doesn't have a cage in it anyhow. We would share the comfort dog resources with other agencies. I could see this opening up doors in nursing homes and things like that that allow residents to connect with an officer.

Maassel stated I assume K-9 Luke and Hank will be doing two different functions. Mack stated correct. At this point we will not be introducing both into the office at the same time. Right now, we are being very cautious as Hank is a puppy with no training. Due to everything moving so fast my intention was to donate my time at the agency because the dog was already going to be at my house. Then I stated talking with Mazur more recently about taking it on at the agency level.

Motion: Durham                      Second: Knepley  
To partner with the Center for Child and Family Advocacy for a Comfort Dog

Roll call vote on the above motion

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

Nay-

**Yea-7, Nay-0. Motion Passed**

**On recommendation to increase the Municipal Court Bailiffs Pay-Scale for 2023**

Mazur stated this request came from the Judge and was discussed at the last Safety and Human Resources Committee meeting. Baer stated a relatively short time ago we authorized to change the part time bailiff and probation officer into a full time job and as of now we have still not filled that spot. The Judge said she was expecting to finally have that spot filled mid-October. The pay issue is due to additional responsibilities the full time bailiff has taken on especially in the area of technology in her office. Maassel asked if we are moving the current bailiff from the top of the current rate to the top of the new rate? Cordes replied I believe we are just increasing the pay-scale. Garringer stated I would ask that you get clarification. Maassel stated I went through the packet and the numbers make sense, but I just want to make sure that we don't come back in two years asking for an increase due to the bailiff being at the top of the scale again. Baer replied I did not get that impression, but I think we should find out. Siclair stated isn't this something that should have been discussed at budget time? Durham replied it probably should have been. Siclair asked if there was a reason we are discussing it now rather than in November when we talk about all budgets? Mazur replied it was at the Judges request. Cordes stated the judge is having a hard time retaining someone for that position and the pay is low compared to others. Knepley stated they had someone and the person backed out last minute because they were going to get paid more somewhere else. Mazur stated this would require legislation. Bialorucki replied so, we will have some answers for first read.

Motion: Knepley                      Second: Haase  
To direct the law director to draft legislation

Roll call vote on the above motion

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

Nay-

**Yea-7, Nay-0. Motion Passed**

**Approval of Plans and Specifications for the Main Street and Orwig Avenue Waterline Improvements Project.**

Mazur stated this is something that was budgeted for and the plans are done. This was done in house and you can see the engineers estimate is \$440,000. We are just requesting this approval be advertised.

Motion: Knepley                      Second: Cordes

to approve of the Plans and Specifications for the Main Street and Orwig Avenue Waterline Improvements

Roll call vote on the above motion

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

Nay-

**Yea-7, Nay-0. Motion Passed**

**To Approve the Upgrade for Authority Utility Program**

Garringer stated the current utility company that we use is CMI. They have went to their 2.0 version of utility software called Authority Utility Program. What we are currently using now will no longer be supported starting mid-2023. Prior to myself being here we had already upgraded to finance and payroll so, this is the next progression. The cost of the upgrade will be \$72,000- \$73,000 if we approve of it before January 31, but after January 31 the cost rises to over \$90,000. If we opt not to do this we will have software that is pivotal to the operations of the City that would no longer be supported. Also, we could look at other software companies, but I prefer not to at this time because I would want to move all of our software finance, payroll and utilities together to the same company. If we ever wanted to do that it would be a 3-5 year out decision. This is something we would budget for next year, so it would be no budget increase for this year. We are just asking for the approval from council to do the upgrade. Bialorucki asked when the last upgrade was done? Garringer replied for the utility program it was probably 5-6 years ago. Bialorucki stated this seems standard for any system you use rather it be a cell phone or programs on your computer there will always be upgrades. If you don't pay for them you don't get the new things and compatibility. Garringer replied it's a hard pill to swallow that this has to be done at a high cost, but it's no higher than going to a different utility program. They kind of hold the cards where if they choose not to support we can certainly still use it, but when it falters we are out of luck. Bialorucki stated this gives us 3-5 year to see what we want to do later on.

Motion: Durham

Second: Knepley

To Approve the Upgrade to Authority Utility Program

Roll call vote on the above motion

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

Nay-

**Yea-7, Nay-0. Motion Passed**

**To Set November 11, 2022 and November 12, 2022 as the date for the Annual Budget Review**

Garringer stated these are the dates where we would have the department heads come before council to present their budget. Typically on the first day we start around 8:00am and go until 3:30pm to 4:00pm. Then on the second day, Saturday, we try to go from 8:00am-12:00pm. Once were done on the 12<sup>th</sup> that will give my department a whole week to finalize the numbers. Then the following Monday we have council and it would be ready for first read. It won't be like last year where we had to have a special meeting to get the three reads in. Maassel replied we would be able to present on the 21<sup>th</sup>, then we would have the two other reads in December to get the budget done. Friday seems to be a good day for some of us as the bank is usually closed on Veteran's Day.

Motion: Knepley

Second: Haase

To set November 11, 2022 and November 12, 2022 as the date for the Annual Budget Review

Roll call vote on the above motion

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

Nay-

**Yea-7, Nay-0. Motion Passed**

#### **Efficiency Smart Program (refer to Electric Committee and BOPA)**

Mazur stated the three year contract expires this year with Efficiency Smart Program. The discussion would be to review and then decide to renew or do something different. Bialorucki stated when we were in Columbus for the AMP conference Efficiency Smart Program said they were not going to be able to make it Monday. We were going to switch it to the Tuesday the 11th. Siclair stated we would need BOPA on board. Bialorucki replied correct. If we could tentatively set it for Tuesday the 11th and reach out to BOPA to see if they would have a quorum for that.

#### **Approval of the Interim AMP Board Representative for Napoleon**

Mazur stated typically the city manager sits in as a representative for the AMP Board with the electric superintendent as the backup or alternant. It will be up to council to decide who they want that individual to be. I do have a recommendation, but I do think there are a couple of options out there. All they need is a motion from council if you want to appoint someone other than the interim city manager or the electric superintendent. I think it is important to have a strong present on the board if the board seat is to be retained in the election next year. If it's important to council I would recommended having a discussion on who can fulfil that roll through at least January. Then whenever the new person is brought in they can take the roll over. Maassel asked how many known AMP events are between now and the end of the year? Mazur replied the next board meeting is in October in Bowling Green. Then there is a meeting in mid-November, early December and mid-January. There are no conferences or any type of travel except to Columbus for the board meetings. Bialorucki stated I would like to hear from the Electric Chair. Siclair stated my recommendation Kevin Garringer if he would agree to do it. I think the past AMP conference provided good knowledge for him. It is good for the finance director to be aware of our position with AMP and our electric. Garringer replied I appreciate the honor and I would certainly accept if that is what you want on a temporary basis. I learned a lot at the conference and made some pivotal connections. I would be more than happy to fill in on temporary basis if council approves. Maassel asked when the AMP meeting is in November? Mazur replied it would be the third Wednesday and Thursday. Maassel asked if that is the 16<sup>th</sup> and 17<sup>th</sup>? Mazur replied yes. Maassel stated okay. I wasn't trying to say no to Garringer, but I wanted to make sure it wouldn't interfere with the Annual Budget Review. Cordes stated I was wondering about someone who was in the field that might have a little more experience like Greg Kuhlman. I just wonder if that might be a better fit because he has the electrical knowledge and has connections with those people. If he has relationships already built that is what we need more to help retain that seat. Siclair replied I was thinking along those lines too at first until we got into networking and meeting with everyone. Garringer's political background is helpful. Cordes replied if we want to have them go down together, I have no problem. I think having someone with that knowledge base as well as the relationships he has with those people already would be important. Bialorucki stated Mazur with Kuhlman not being here, has he built those relationship with AMP and others? Mazur replied he has to some degree, but I wouldn't say at the board level. I think there would be value to having someone tag along that would have the technical knowledge. I think that

person would be Todd Watchman because he has built some trust and respect with a lot of the staff members especially with the industrial substation rebuild. I don't think there is a bad pick it's just more of having the presents, which is important. Cordes replied I think Watchman would make an excellent choice if you think he has better relationships connections, since there will only be so many meetings before the election will occur. Mazur replied next year's election would be in September, so it would just be a sit in for the time being. I think there would be value in having multiple people attend, which happens with other communities as well. The City of Bryan for instance has a person who will be the likely succession plan attend. I think it's good to have a robust presents especially now with all the board changes. Right now at AMP there are a couple of board seats that have changed, so there will already be some new faces. Maassel replied I like the idea of sending Watchman down with Garringer. This way Watchman can act as a backup and explain things to Garringer. Then when we get a new city manager we can send Watchman down with them for a few meetings. I think that's the way to do it. Mazur replied that is a great point. There's a lot of qualities that Garringer brings to the table that other people can't. Watchman is good on the technical side, but when it comes to the legislation items Garringer would be great for that. There are very important issues that Garringer skill set and experience will bring a positive impact to. Having the tandem impact of the two would be great and no offence to Kuhlman. He is a good and experienced electric superintendent, but I don't think the AMP Board is his cup of tea. I don't think he would be offended if I say that. I think Watchman would embrace it well if he was partnered with Garringer. Bialorucki asked if AMP would allow two people to attend the meetings? Mazur replied yes, you can have a sit in. He might get kicked out at the end on the second day due to private discussions. Bialorucki stated while I was at the AMP Conference I talked to a lot of people on the board about our situation to see which way we should go. I agree with Siclair that having Garringer there he made a good impression on behalf of the city. I think with the legislation and finance I would feel comfortable having Garringer be the main one and if he could bring Watchman along that would be helpful.

Motion: Cordes

Second: Siclair

To approve Kevin Garringer as the Interim AMP Board Representative for Napoleon

Roll call vote on the above motion

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

Nay-

**Yea-7, Nay-0. Motion Passed**

#### **Farewell to Napoleon's City Manager, Joel Mazur / Appointment of Acting City Manager**

Mazur stated it has been a very humbling experience from day one. It is a very high honor not just to be considered for the position, but to even be selected for the position. I know it's a great responsibility and its nothing I've ever taken for granted. I still kiss the floor every day when I walk in the door and I'm sure you've heard me say that before. I've never taken it for granted and I never will. It's hard to leave a place that you love. I've always enjoyed my time here. Everybody here in council and the mayor have been so good to me. It's really tough to leave a place where the grass is so green under our own feet. Why on earth would you go somewhere else right? I couldn't have done anything without the support of city council, the mayor, staff and the community. The support is the recipe for success. I put together a list of things that have happened over the past five years and nine months. Negotiating the agreement with the city schools and establishing positive relationship, same thing with the comfort dog we are

establishing relationships with agencies that will be long lasting. That agreement with the school dovetailed into a safe route to school grant, which is something you don't just get without a partnership. Having partnerships with the agencies you are working with is super important, which leads me into the economic development piece. It's not just the agencies, but it's also business, community and people. We had an increase of CRA agreements, which may or not be an accomplishment. If you recall Napoleon from what I was told had a reputation for not being business friendly. I think by addressing it by way of action speaks very loudly. It's very important that we maintain that business friendly environment if you want to continue to prosper. In my opinion stagnation in growth is not good for a community because it hurts the businesses, community and peoples income. A lot of businesses rely on growth for their incomes. There has been a lot of industrial, commercial and residential growth. A lot if it had to do with the city getting involved and city councils approval. One thing I will point out with that is the housing fee moratorium. It is a little thing that goes a long way that developers really do appreciate. In the business world you are putting together a business model and a business plan. It's all about numbers, so anytime you can chisel off a few of the numbers for them makes them successful. A short term incentive turns into a long term gain for the city. That is economic development at the long game because what you're building is a fifty plus year asset that will be flushing toilets and flicking lights on. We managed a very large income tax refund. That was a significant blow to the city's budget and we managed it. Right now, city finances are about as good as they have ever been, so no pressure Garringer. The electric department RP3 designation we talked about the electric employees and what a great job they do. The electric department is something that separates Napoleon from a lot of other places. The formation of AMP transmission and Napoleon being one of the first in the doors for that. Garringer you'll see what kind of an impact that is really having when you go down to AMP. It's part of AMPs business structure that is growing the most rapidly. For the police department the K-9 Unit, bike patrol, school resource officer, in car cameras, facility improvements, implementation of body worn cameras and restructuring the department. For engineering I don't have much under it because there's so much you can have under it. Just know the engineering department covers every department. When you see the paths project under parks or the wastewater treatment plant rebuilds or the pool, Lulfs had a big hand in helping those projects along. We renegotiated the long term control plan and that is a savings of millions of dollars to the sewers fund. Not that the sewers don't need to be addressed at some point. At the rate it was going the sewer rates would be inflating incredibly right now and not just because of inflation, but the amount of projects they have stacked into the long term control plan. Personally and I think council would agree it's something that wasn't necessary to do at the time, but the projects we picked out were very much necessary like replacing pump stations and rebuilding the waste water plant. The other sewers on that list will need to be addressed at some point undoubtedly. I think in the long term it will save the rate payers a lot of money. The paths project was a little personal to me. It's something I recognized when I came in the doors there was an improvement that needed to be made and I think there were some people in the community who agreed with that. Unfortunately, I won't be able to enjoy it because I'll be moving. The city wide master plan was a good event for the community to go through and spell out the long term vision for the community. At some point that will have to be revisited to see how it's going. Code enforcement was another big one for me. I think it has had a positive impact on the look of the community. I received a lot of compliments about establishing that. Although it doesn't make everyone happy unfortunately, but fortunately it makes the silent majority of the people happy. I think the IT Department sometimes gets overlooked. It's a hidden gem with a staff of two who have a high impact, do a great job, respond quickly and have the network system integrated

well. We were already recording and posting council meetings before covid, so they were a little ahead of the game. I think they have made a lot of fixes that will be long lasting and impactful for the city as an organization. There are a lot of good things that happened in the past five and a half years. This list is more for you guys if someone asked what you did while you were on city council. I think it's a good list. There are a lot of high impact things that happened here. One last thing, my parting words. Keep building on your strengths because that's where you shine the most. Don't take for granted the good things that you have. Not being from here me and my family appreciated a lot of things about this community that are sometimes overlooked by people that are from here. No offence to anybody, but there are a lot of charming things about this community that really needs to be cherished that other places don't have. I think there has been a stability on council even though we've had some changes. There are challenges that you have overcome. Stability is a good thing and it is recognized. Not to be cliché, but success breeds success. When you have the city succeeding it is good for everybody involved. I would like to say keep it up because I think things are on the right path. Maassel stated Mazur, one of the hardest things to do in leadership is what your successor is going to be asked to do. That is to take a good organization and keep it good. The other compliment I can give you is that you will be tough to replace. Joel Mazur's do not just grow on trees. I think you intergraded so fast into the community and it's paid off to you in the past five plus years. When you don't have that it's very noticeable on a very early bases. We really appreciate that and we do have a small token of appreciation. Mazur replied thank you, I will never part with this.

#### **AROUND THE TABLE**

Garringer- I just wanted to publically thank Mazur for the last year that you helped me with. Best of luck to you and your endeavors. This is hard for me because not only are we losing a City Manager that I respect, but our friendship has grown and I will miss the times we talk about other things. Our paths will cross again, I'm sure as time goes on. I still need to beat you on the golf course, so you certainly have to come back to give me a chance. Best wishes.

Knepley- I have nothing new from what I said last week. I really do appreciate your time here and your help mentoring me. It's been great, Mazur. Thank you.

Siclair- Mazur, congratulations on your new position as unhappy as I may be about it. I appreciated everything that you've done over the past years to include all the handholding. With going to a bigger community I don't think there will be as much time for all the phone calls that we have become accustomed too. Thank you for sharing your expertise with us for the past years. I wanted to congratulate Garringer and his department. Also, to thank all of our city staff for the Auditors award. I'm thankful for the opportunity to go to the AMP Conference last week. It was a great conference, I learned a lot and I think I made a lot of good connections.

Durham- It's hard to add onto what has already been said. Sadly, I can't believe this day is already here. I just want to thank you for everything. All the conversations talking through situations with me. I was so ignorant starting this position and I still am very ignorant. I feel like every conversation with you was one step closer to competency. I appreciate that. Best of luck to you and your family.

Bialorucki- Mazur, we kind of grew up in the same neighborhood, which I didn't know until you started working here. My sister called me after seeing in the Toledo news that you were leaving the City of Toledo to come to Napoleon to tell me that she used to baby sit you and your nickname was JoJo. I've

kept that to myself until now. I talked to my sister about what I should know about the guy and don't worry I won't share the things that she talked about when she was your baby sitter. My family and Mazur's have become very good friends and we will stay that way. We will miss you here in Napoleon, but see you back in the Toledo area, Oregon.

Maassel- I need to reappoint Cheryl Hershberger to the Board of Commissioners Henry County Metropolitan Authority.

Motion: Bialorucki                      Second: Siclair  
to reappoint Cheryl Hershberger to the Board of Commissioners Henry County Metropolitan Authority.

Roll Call on the above Motion

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

**Yea-7, Nay-0. Motion Passed**

Garringer, it's great that your department continues to operate at the high level. It's a high bar to achieve. We appreciate everything your team does and the department heads for making sure they watch their records as well. It's a team effort. You might get blamed for things you don't have control over, but you also get credit sometimes. It's just a great team effort to continue to pull those numbers together and there's so much information in the CAFR's its unbelievable. Earlier tonight we talked about the liquor application for Familia Guerro and how they are going out to Scott St. It makes you think about how much Scott St has changed from Lassus all the way out to Knights Inn. For the great work Harmon, Mack and O'Brien did Knights Inn is changing hands. We also have a Main Stop, Dunkins, Biggby Coffee, Anything Grows, and a new reality business in the same building as Wildcat Barber. I'm sure there's one or two things that I missed. I completely agree with what Mazur said about having a lot of positive momentum right now, so we just have to keep our foot on the pedal and keep moving forward. It wasn't this way when you got here. It was a lot of extra work, time and phone calls that you put in. I'm glad phone calls aren't per minute anymore and I bet you are too. I really appreciate everything Mazur. We are really going to miss you. Best of luck to you and your family. Don't be a stranger and we'll see you soon.

Baer- Mazur, we hate to see you leave, but totally understand why. We wish you the best. You were talking about the collaboration with not just the schools, but the agencies and the businesses. I just think that it has been so important and I hope whoever replaces you continues that. The team work is extremely important for the success of this community. You're not from Napoleon and neither am I, but this community is very similar to where I grew up. This council it is a mixture of Napoleon natives and people who are not and I think that makes for an excellent team. Hopefully, this strategy that you've taken can continue on this council and this community.

Haase- I got to watch the last meeting from California, which was nice. Congratulations and good luck Mazur.

Cordes- One of the things I noticed was about Mazur ability to build relationships. He has done a fantastic job for the City of Napoleon. He's lead us through several large projects. I appreciate his leadership and knowledge. He took the time to help explain things I didn't know and we had some really good discussions. It was much appreciated. Also, Garinnger thank you for your dedication for winning



that award. Yes, its build on everything behind us, but we needed someone who was competent and able to step into the role. You've done that and I appreciate it.

Harmon- Best of luck to Mazur. Have fun and come back. I would like to point out that we didn't appoint an acting City Manager. Depending on what Council decides it may or may not take legislation. If it is an internal promotion where further compensation is discussed we would need legislation. Bialorucki stated I would like to have a discussion in executive session and then come back out to discuss.

Mazur- My family and I were touched by this community and we won't be strangers. For once it will be nice to come back and just enjoy what's going on in the community without the pressures of the role. This community does a great job of taking care of people. I think this community has a lot to offer for people who from here and for those who aren't. If anybody ever says there's nothing to do in Napoleon or that there is something wrong come talk to be because this place has it all.

**Executive Session (Personnel: Collective Bargaining and Personnel: Compensation of Personnel)**

Motion: Siclair Second: Knepley

To enter executive session for Personnel: Collective Bargaining at 9:06pm

Roll call vote on the above motion

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

Nay-

**Yea-7, Nay-0. Motion Passed**

Motion: Siclair Second: Durham

To enter executive session for Personnel: Compensation of Personnel at 9:06pm

Roll call vote on the above motion

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

Nay-

**Yea-7, Nay-0. Motion Passed**

Motion: Durham Second: Siclair

To exit executive session for Personnel: Collective Bargaining at 10:00pm

Roll call vote on the above motion

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

Nay-

**Yea-7, Nay-0. Motion Passed**

No action taken

Motion: Durham Second: Siclair

To exit executive session for Personnel: Compensation of Personnel at 10:00pm

Roll call vote on the above motion

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

Nay-

**Yea-7, Nay-0. Motion Passed**

Motion:Durham            Second: Siclair  
to direct the law director to draft legislation to enter into a new bargaining unit agreement with  
Napoleon Police Department IUPA

Roll call vote on the above motion

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

Nay-

**Yea-7, Nay-0. Motion Passed**

Motion:Durham            Second: Siclair  
to direct the law director to draft legislation to enter into a new bargaining unit agreement with  
Napoleon Fire Department IAFF

Roll call vote on the above motion

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

Nay-

**Yea-7, Nay-0. Motion Passed**

Motion:Durham            Second: Siclair  
to direct the law director to draft legislation to appoint Chad Lulfs as the Interim City Manager with a  
pay increase of \$400 per week

**Approve Payment of Bills (In the absence of any objections or corrections, the payment of bills shall  
stand approved)**

#### **ADJOURNMENT**

Motion: Durham            Second: Haase  
To adjourn the City Council meeting at 10:03pm

Roll call vote on the above motion

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

Nay-

**Yea-7, Nay-0. Motion Passed**

Approved  
October 17, 2022

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Joe Bialorucki, Council President

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Jason Maassel, Mayor

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Marrisa Flogaus- Recorder

# Efficiency Smart Power Supply Plus

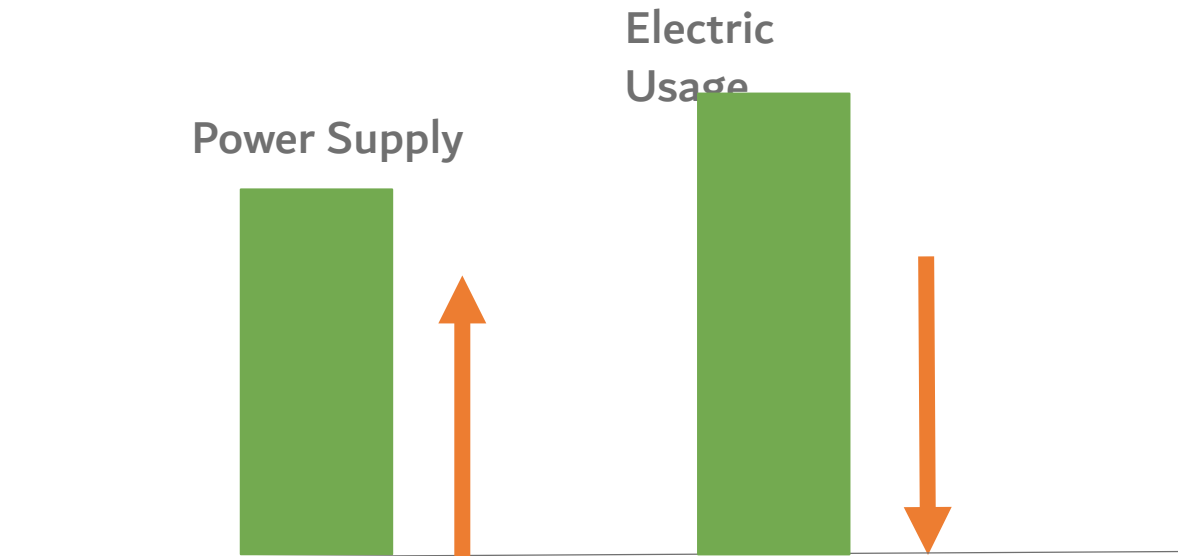


Prepared for Napoleon, Ohio  
October 11, 2022

# Why Efficiency Smart?

As an electric utility, you have two ways to meet your power supply needs:

1. Buy power
2. Reduce your electric usage



# Why Efficiency Smart?

Efficiency Smart is the most affordable way to meet your power supply needs.

	Efficiency Smart (2019 – 2021)	Projected Efficiency Smart for Napoleon (2023 – 2025)	Market (2023 Capacity Plan Forecast)	Efficiency Smart Discount
Energy Cost per MWh	\$21.37	\$16.92	\$77.64	78%
Transmission Cost per kW-month	\$4.27	\$2.08	\$6.37	67%
Capacity Cost per kW-month	\$2.13	\$1.04	\$1.53	32%

# Why Efficiency Smart?

## Customer Satisfaction

- Lowers bills for your customers
- Demonstrates utility's investment back into the community
- Reflects the value and service level of public power
- Improves perception of utility
- Increases customer loyalty and trust
- Fosters a sense of community and pride



# You Don't Need to Take Our Word for It

In 2022 program surveys, **83%** of respondents evaluated their utility more positively because it participates in Efficiency Smart



# Why Efficiency Smart?

## Customer Engagement

- We are an extension of your utility
- We connect to your customers through customer support, account managers, engineers, social media, surveys
- We provide your customers information and ways to control costs and meet goals
- We learn and share valuable customer insight and feedback with you





# Why Efficiency Smart?

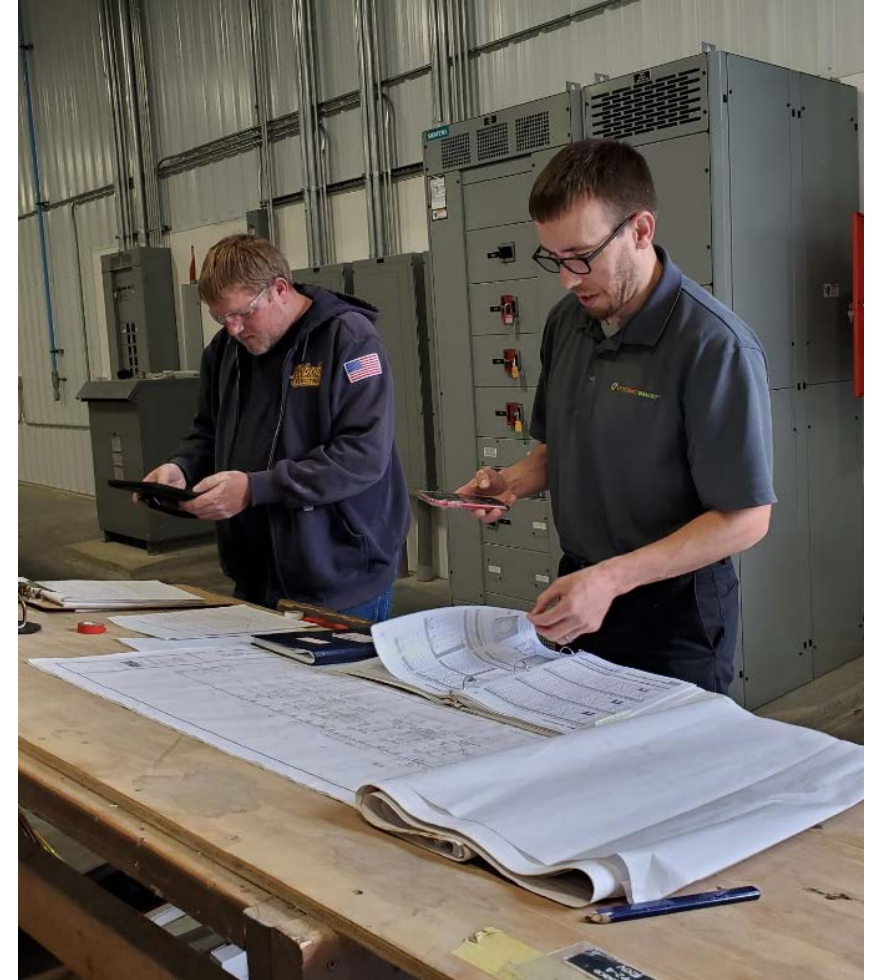
## Economic development

- Retention – by lowering operating costs, we make your businesses more competitive
- Growth – lower costs enable reinvestment: expand facilities, add production lines
- Attraction – Part of a package to attract new businesses to town
- Helps your customers meet their corporate objectives/sustainability goals
- Can play a role in your community's sustainability efforts
- Demonstrates leadership in public power and helps you earn recognition for it (e.g. Smart Energy Provider)

# What is Efficiency Smart?

Efficiency Smart is a hands-on service that interacts directly with your electric customers to reduce their usage.

- Provide information and incentives
- Drive behavioral and technology changes
- Quantify and report the changes



# Who is Efficiency Smart?

- AMP's member service for energy efficiency and peak reduction
- More than 65 AMP municipal utilities in four states served since 2011
- Staff located in and near the communities we serve
- VEIC administered
  - Working collaboratively with AMP since 2008
  - Designs custom energy solutions for local market needs





# How Efficiency Smart Continues to Improve

- Summer peak reduction goals with guaranteed kW savings
- Building trust with customers leads to involvement in planning and decision making
- Regularly adding new products and technologies to our programs based on market improvements and customer interest
- Enhanced customer engagement and education through social media and other digital marketing channels
- New program development to increase customer knowledge, participation, and satisfaction
- Targeted programs that support spending locally

# Still Grounded In

- Delivering our participating municipalities' performance guarantees
- Being an objective third-party
  - Vendor and technology neutral
- Giving cost-effective recommendations
- Providing superior customer service
- Return on investment greater than 100%
- Third-party evaluation, measurement, and verification



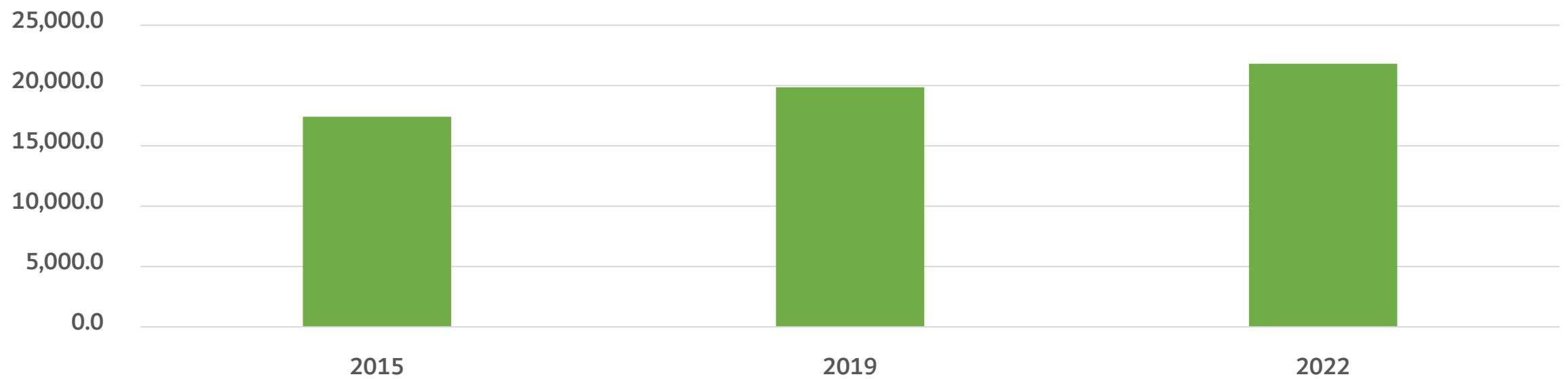




# We're just getting started

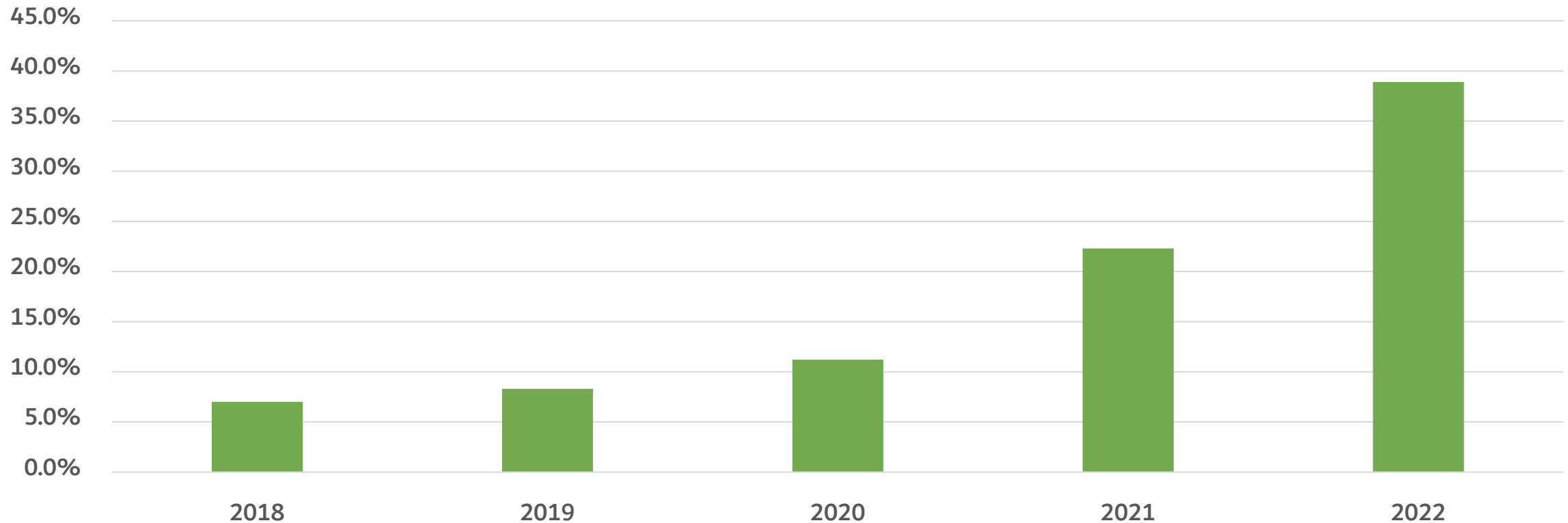
There is an abundance of untapped market potential for energy efficiency—even if you've been in the program for years

Total MWh Savings Year-to-Year Comparison



# Building Relationships, Progressing Beyond Lighting

MWh Savings (%) from Non-Lighting Technologies





# Case Study: Tenneco

## Tenneco's Results:

- Reduced energy use by 30%, peak demand by 32%
- 11 energy efficiency projects completed in partnership with Efficiency Smart
  - Lighting, compressed air, controls
- \$2.5 million in total cost savings
- Explored replicating Napoleon facility's efficiency best practices at other sites

*“It helps Tenneco Napoleon remain competitive in a very competitive industry where every dollar counts”*

*“Efficiency Smart and the City of Napoleon have been instrumental in helping us lead and scale Tenneco's energy efficiency performance across our other facilities”*



# What Residents Say About Efficiency Smart Services





# Napoleon's Forecasted Contract Results

- Lifetime savings achieved
  - 23,924 MWh
  - 4,412 summer kW peak reduction
  - \$2,119,000 in customer savings
- Return on Investment = 114%
  - Total program cost = \$719,553
  - Total power cost savings = \$1.4 million



# Compensating for the Pandemic Challenge

- Due to the pandemic, the program was restrained in 2020-2021, resulting in lower levels of spending and performance
- Existing contract guarantees performance up to 70%
- We've added a one-time compensation for shortfalls to 100%
- We currently forecast ending at 88% of your MWh goal and 62% of your kW goal
- Based on this forecast we estimate you will receive between \$90,000 - \$120,000

# Next Contract Terms and Benefits for Napoleon

## Enhanced Performance

Monthly Cost*	\$21,130
3-Year Cost*	\$760,691
3-Year MWh Goal*	2,305
3-Year Summer kW Goal**	521
Avoided Costs	\$2.1 million
Return on Investment	182%

\*Based on 2021 wholesale power requirement

\*\*Based on 2021 coincident peak



# Menu of Services

Service Option	Rate	Rate Basis	Deliverable
Enhanced Performance	\$1.65	2021 Wholesale Power (MWh) Requirement	0.5% annual load and 0.6% annual peak reduction
High Performance, Energy Focus	\$1.40	2021 Wholesale Power (MWh) Requirement	0.5% annual load and 0.4% annual peak reduction
High Performance, Demand Focus	\$1.40	2021 Wholesale Power (MWh) Requirement	0.4% annual load and 0.6% annual peak reduction
Basic Performance	\$0.90	2021 Wholesale Power (MWh) Requirement	0.25% annual load reduction
Commercial & Industrial (C&I)	\$1.30	2021 C&I retail sales (MWh)	0.5% annual C&I load reduction

# Why Efficiency Smart?

- The most affordable way to meet your power supply needs
- Drives economic development
- Powerful customer engagement tool
- Increases customer satisfaction

# For more information about Efficiency Smart:

Sean Clement

Director | Efficiency Smart

[sclement@efficiencysmart.org](mailto:sclement@efficiencysmart.org) | 614-468-4918

Tom Coyle

Director of Account Management | Efficiency Smart

[tcoyle@efficiencysmart.org](mailto:tcoyle@efficiencysmart.org) | 614-468-4924

Steve Dupee

AVP of Energy Efficiency and Programs | AMP

[sdupee@amppartners.org](mailto:sdupee@amppartners.org) | 614-540-6945

[www.efficiencysmart.org](http://www.efficiencysmart.org)





## SUCCESS STORY

# TENNECO TAPS ENERGY EFFICIENCY PROGRAM TO DRIVE DOWN COSTS

Global Auto Parts Manufacturer Facility in Napoleon, Ohio  
Reduces Energy Use by 30 Percent with Efficiency Smart

For Joel Smith, fixing things is second nature. Early on, he worked as a mechanical engineer for a company that recovered nearly all its waste byproducts. Over time, he developed a habit of continuous improvement that has followed him throughout his career.

“When things aren’t working as well as they could, you fix it,” he said. “After a while, it gets to be who you are.”

Now, as a Facility Engineering Manager for global automotive manufacturer Tenneco, Joel is working with staff and leadership to build a culture of continuous improvement that includes finding ways to be more energy efficient. Since 2018, he has worked with Efficiency Smart to reduce energy usage by nearly 30 percent and peak energy demand by 32 percent at Tenneco’s 230,000 square foot plant in Napoleon, Ohio. Leadership is taking notice.

“After completing these projects, we met with some of our corporate team at the Napoleon facility to see if we could replicate our efficiency best practices from Napoleon at other Tenneco sites,” shared Joel.

These results are helping position Tenneco’s Napoleon site as a leader in energy efficiency—within the company and beyond. The results are due in part to a unique collaboration between Tenneco, the City of Napoleon, and Efficiency Smart, a program that helps people use less energy and save money through energy efficiency services.

“It’s been a real partnership to generate these savings,” said Joel. “Efficiency Smart and the City of Napoleon have been instrumental in helping us lead and scale Tenneco’s energy efficiency performance across our other facilities.”

It’s been a real partnership to generate these savings. Efficiency Smart and the City of Napoleon have been instrumental in helping us lead and scale Tenneco’s energy efficiency performance across our other facilities.

**Joel Smith**  
Facility Engineering Manager, Tenneco



**30%**

reduction in energy use since 2017



**11**

energy efficiency projects completed  
in partnership with Efficiency Smart



**\$2.5 million**

in total cost savings over the lifetime  
of new and upgraded equipment



## Efficiency Program Provides Technical Assistance, Financial Support

Efficiency Smart works with industrial facilities like Tenneco to help identify and prioritize energy savings opportunities that reduce usage and solve productivity issues like poor visibility, worker safety, equipment downtime, or time-consuming staff procedures.



In one example, Efficiency Smart helped Joel's team evaluate and purchase a variable frequency drive on a machine that used to have to be manually adjusted every 10 minutes or so.

"Now the equipment adjusts itself," said Joel. "We've more than doubled our productivity and reduced energy consumption. Efficiency Smart helped to quantify and verify the energy savings to support moving the project forward."

All told, Tenneco has received technical assistance and financial incentives from Efficiency Smart for 11 energy efficiency projects—from lighting to air compressors to controls—culminating in \$2.5 million in total cost savings over the lifetime of the new and upgraded equipment.

But Joel and Tenneco aren't stopping there. Joel works closely with Tenneco's plant manager, controls engineer, and purchasing agent, as well as the City of Napoleon, to identify opportunities and track trends. And when Joel needs assistance or to bounce energy efficiency ideas off someone, he simply picks up the phone and contacts Efficiency Smart.

"We greatly appreciate having the support of the City of Napoleon and the Efficiency Smart program to achieve our energy efficiency goals," said Joel. "It helps Tenneco Napoleon remain competitive in a very competitive industry where every dollar counts."



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## Set Up an Efficiency Program Today

Napoleon Power and Light is one of the municipal electric utilities that takes advantage of the Efficiency Smart program to lower energy usage for commercial and residential customers.

Since 2011, Efficiency Smart has helped residents and businesses use less energy and save money in more than 60 communities in four states. For more on how your business or community can engage, please contact us.

## Efficiency Smart for Your Community

Efficiency Smart is American Municipal Power, Inc. (AMP)'s member service for energy efficiency and peak reduction. VEIC, a nonprofit organization that has worked in partnership with AMP since 2008, administers Efficiency Smart on behalf of AMP. Since 2011, Efficiency Smart has served more than 65 of AMP's member utilities in Delaware, Michigan, Ohio, and Pennsylvania.

Efficiency Smart's proven model provides access to professional energy efficiency and peak reduction services, tailored to each community's unique characteristics. We pride ourselves on being an energy efficiency program that is uniquely designed to serve the needs of municipalities and their customers. We emphasize hands-on strategies that produce tangible benefits for customers while embodying the high customer service standards of public power.

### How We Help

Energy efficiency can be a confusing concept and many people don't know where to start. We're here to make it simple. Our team of experts helps customers understand their energy-saving opportunities and helps them to take the next steps.

#### For Residents

We help residential customers lower their electric bills and make their homes more comfortable. This includes guidance on reducing electric use, discounts on energy-efficient lighting, and rebates for energy-saving appliances.

#### For Businesses

We assign each of our communities a dedicated account manager who, along with our engineering consultants, works in-person to guide businesses through all phases of their energy efficiency projects. This includes identifying and prioritizing opportunities to save, reviewing proposals, recommending solutions, and more.

#### For Municipalities

Municipalities themselves can benefit from our services, too. We can help reduce municipal electric use, including city buildings, street lighting, and water and wastewater treatment facilities.

#### For Communities

Our staff works across the supply chain and within communities to build relationships with contractors, retailers, community agencies, and other key stakeholders. These partnerships help us to engage customers locally and leverage any additional energy efficiency and peak reduction opportunities that are available.

### A Sound Financial Decision

Each community is unique and so are its power supply needs. Efficiency Smart is your most affordable option to meet your power supply needs. Between 2019-2021, Efficiency Smart saved energy at \$21 per MWh, which was far below the market rate. By reducing demand cheaper than you can buy supply, we reduce the overall cost of your power portfolio.

## Power Supply Plus

Do you want to help your businesses reduce their operating costs and become more competitive? We can assist with that. Are you looking to increase your customers' engagement and satisfaction with your utility? We can help with that, too. Efficiency Smart provides many additional benefits to communities beyond financial savings.

### Customer Engagement and Satisfaction

Helping utility customers save energy and money is certainly a driver of customer satisfaction. However, there are many additional ways we engage with customers and influence their level of satisfaction with our program and your utility.

Providing customers with the information they need to meet their energy-saving needs and control their costs is at the core of what we do, but it's how we do it that often leaves a lasting impression. We treat individuals and businesses like people rather than applicants or account numbers. This personalized touch reflects the values and service level of public power.

Having a strong local presence is critical for our hands-on, consultative approach to succeed. To this end, Efficiency Smart staff are located in and around the communities we serve, which allows us to interact directly with your customers. We also connect with customers across several other means, such as through our social media channels and our customer support team.

Our intentional engagement with your customers allows us to build trust and loyalty with our program and your utility. We learn about your customers' challenges so that we can help you solve problems or stop them before they materialize. Our participating communities view our team as an extension of their utility because we build relationships with their customers and share valuable customer insights and feedback with them.

Ultimately, participation in Efficiency Smart demonstrates the utility's investment back in the community. The results of our 2022 program surveys show that more than 80% of the responding customers evaluate their utility more positively because it participates in Efficiency Smart.

### Economic Development

Whether your community is looking to attract new businesses, retain existing ones, or simply help those businesses that already call your town home continue to grow and prosper, Efficiency Smart will work closely with your municipality to make your economic development efforts a success.

An effective energy efficiency program can be a key selling point when a business is deciding between multiple locations. That's why Efficiency Smart is commonly part of the sales package when one of our participating communities is working to attract a new business or retain an existing one. Businesses understand the impact that energy costs can have on their bottom line. Efficiency Smart gives your municipality a leg up over the competition.

Efficiency Smart can also be a tool for your community to grow existing businesses. We provide companies with the technical advice and financial incentives they need to reduce costs and become more competitive and resilient. This frees up funds for businesses to reinvest in your community through facility expansion or job creation. Additionally, Efficiency Smart offers targeted programs that encourage local spending.

For those companies that either have or want to define sustainability goals, Efficiency Smart can support them in these endeavors. Energy efficiency often plays a leading role in companies' sustainability efforts. Having a comprehensive energy efficiency program can help them achieve their goals.

## Program Options

Efficiency Smart offers MWh and summer peak reduction goals with MWh and kW savings guaranteed at 70% of your utility's established goal. All claimed savings undergo independent savings verification through a third-party evaluation, measurement, and verification company hired by AMP.

The table below highlights the performance options available to your community and the rate and deliverable for each option.

Service Option	Rate	Rate Basis	Deliverable
Enhanced Performance	\$1.65	2021 Wholesale Power (MWh) Requirement	0.5% annual load and 0.6% annual peak reduction
High Performance, Energy Focus	\$1.40	2021 Wholesale Power (MWh) Requirement	0.5% annual load and 0.4% annual peak reduction
High Performance, Demand Focus	\$1.40	2021 Wholesale Power (MWh) Requirement	0.4% annual load and 0.6% annual peak reduction
Basic Performance	\$0.90	2021 Wholesale Power (MWh) Requirement	0.25% annual load reduction
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## Contacts

### Sean Clement

Director, Efficiency Smart

[sclement@efficiencysmart.org](mailto:sclement@efficiencysmart.org) or 614-468-4918

### Steve Dupee

Assistant Vice President of Energy Efficiency and Programs, American Municipal Power, Inc.

[sdupee@amppartners.org](mailto:sdupee@amppartners.org) or 614-540-6945

## **RESOLUTION NO. 057-22**

### **A RESOLUTION AUTHORIZING AMENDMENTS TO THE PREVIOUSLY EXECUTED COMMUNITY REINVESTMENT AREA (CRA) AGREEMENT WITH KELLER LOGISTICS, INC. WITHIN NAPOLEON CRA #7; AND DECLARING AN EMERGENCY**

**WHEREAS**, the Ohio Reinvestment Area Program, pursuant to Ohio Revised Code Chapter 3735, authorizes the City to grant real property tax exemptions on eligible new investments; and,

**WHEREAS**, the City by Resolution 114-01 adopted on October 1, 2001 that designated an area (CRA 7) as a Community Reinvestment Area pursuant to Ohio Revised Code Chapter 3735 and, with the adoption of Resolution No. 65-02 adopted June 17, 2002 enlarged the area; and,

**WHEREAS**, the Director of Development determined that the area so designated by the City contained the characteristics set forth in Ohio Revised Code Section 3735.66; and,

**WHEREAS**, the Director of Development certified the area as a community reinvestment area known as Zone No. 069-53550-02 (the "Area"); and,

**WHEREAS**, the City by Resolution No. 037-21, passed unanimously on October 19, 2021, authorized a Community Reinvestment Area (CRA) Agreement with Keller Logistics, Inc.; and,

**WHEREAS**, the appropriate school(s) were provided with all legally-required notices; and,

**WHEREAS**, the Napoleon Area City School District Board of Education, either waived the timeliness of the notice requirement(s) and approved the proposed agreement or, timely received the notice(s) and made approval; and,

**WHEREAS**, the Community Investment Corporation (CIC) of Henry County now requests amendments to the previously executed Community Reinvestment Area (CRA) Agreement with Keller Logistics, Inc., as listed in Exhibit A attached hereto and made a part of this Resolution; and,

**WHEREAS**, the City now desires to amend the previously executed Community Reinvestment Area (CRA) Agreement with Keller Logistics, Inc.; **Now Therefore**,

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

Section 1. That, the City approves and consents to certain amendments to the previously executed Community Reinvestment Area (CRA) Agreement with Keller Logistics, Inc., in substantially the form as being currently on file with the City Finance Director, Agreement No. 2021-17, subject to any changes deemed appropriate by the City Manager and approved as to form and correctness by the City Law Director; said agreement having been reviewed by this Council.

Section 2. That, said amendments are listed in Exhibit A attached hereto and made a part of this Resolution.

Section 3. That, the City Manager is both authorized and directed to execute the Community Reinvestment Area Agreement as referred to in Section 1 of this Resolution in the name of and on behalf of the City.

Section 4. 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 Ohio Revised Code Section 121.22 and the Codified Ordinances of the City of Napoleon, Ohio.

Section 5. That, if any 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 6. 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 expeditiously proceed with this development project for the economic welfare of the inhabitants 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 begin the construction process in a timely manner, 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:  
\_\_\_\_\_  
Marrisa Flogaus, Clerk of Council

*I, Marrisa Flogaus, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 057-22 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022; and I further certify the compliance with the rules established in Chapter 103 of the Codified Ordinances of Napoleon, Ohio and the laws of the State of Ohio pertaining to Public Meetings.*

\_\_\_\_\_  
*Marrisa Flogaus, Clerk of Council*

**Resolution No. 057-22 Exhibit A**

**AMENDMENT NO. 1**

This Amendment No. 1 (the “Amendment”) to Community Reinvestment Area Agreement No. 2021-000 (the “Agreement”) is made and entered into by and between the City of Napoleon, Ohio, a municipal corporation located at 255 W. Riverview Avenue, Napoleon, Ohio, 43545 (the “City”) and Keller Logistics Group, Inc., organized under the laws of Ohio, located at 24862 Elliott Rd, Defiance, OH 43512 (the “Enterprise”) (collectively referred to as “Parties”).

WHEREAS, the Enterprise has expressed the Agreement is being re-assigned from Keller Logistics Group, Inc. to Keller Napoleon Industrial Properties, LLC and it is the Parties’ intent to amend the terms and conditions of the Agreement to reflect such reassignment. Keller Napoleon Industrial Properties, LLC accepts all responsibility of the Agreement.

WHEREAS, the Enterprise has expressed that the Project will increase the industrial building approximate size from 100,000 square feet to 150,000 square feet.

WHEREAS, the Enterprise Project will now commence by September 6, 2022.

NOW, THEREFORE, on the basis of the foregoing recital and in consideration of the mutual promises and agreements of the Parties, the City and the Enterprise agree to amend the Agreement as follows:

**Section 3. The Project.** The Project will involve a total capital investment in real property currently estimated at \$6,500,000.00, plus or minus 10% in development and construction of a light-industrial building, approximate size being 150,000 square feet, on the Real Property. (a) A description of all the investments to be made at the facility including value of new real property shall be as in Appendix(s) "A" and "B", incorporated into this Agreement by attachment hereto.

(b) The Project will commence by September 6, 2022, and all acquisition, construction, and installation of the Project will be completed by July 31, 2023.

(c) The total investment of this construction project is greater than the (10%) of market value of the facility assets already owned at the site prior to such expenditures.

Additionally, the following Definitions of the Agreement are amended as follows:

“Improvements” means the improvements to the real property resulting from the Project, as more fully described in Appendix B1 of the Amendment, incorporated by reference hereto.

“Project Completion Date” means July 31, 2023, even though the actual completion date may be earlier.

IN WITNESS WHEREOF, the City and the Enterprise have caused this Amendment to be executed on their behalf by their respective duly authorized officer or representative on this \_\_\_\_ day of \_\_\_\_\_, 2022.

**AGREED:**

**CITY OF NAPOLEON, OH**

By \_\_\_\_\_  
Joel Mazur, City Manager

**KELLER NAPOLEON INDUSTRIAL PROPERTIES,  
LLC**

By \_\_\_\_\_  
Bryan Keller, CEO

**CONSENTED TO:**

**NAPOLEON AREA CITY SCHOOL DISTRICT**

By: \_\_\_\_\_  
Ty Otto, School Board President

By: \_\_\_\_\_  
Michael Bostelman, School Board Treasurer

**APPROVED AS TO FORM AND CORRECTNESS:**

\_\_\_\_\_  
Prosecuting Attorney



EXHIBIT "B"

Appendix "B1"

THE IMPROVEMENTS

The Project will involve a total capital investment in real property currently estimated at \$6,500,000.00, plus or minus 10% in development and construction of a light-industrial building, approximate size being 150,000 square feet, on the Real Property located on 720 Independence Drive, Napoleon, OH 43545.

(a) A description of all the investments to be made at the facility including value of new real property shall be as in Appendix(s) "A" and "B", incorporated into this Agreement by attachment hereto.

(b) The Project will commence by September 6, 2022 and all acquisition, construction, and installation of the Project will be completed by July 31, 2023.

(c) The total investment of this construction project is greater than the (10%) of market value of the facility assets already owned at the site prior to such expenditures.

## ORDINANCE NO. 058-22

**AN ORDINANCE AMENDING CERTAIN SECTIONS OF THE CITY OF NAPOLEON PERSONNEL CODE, SPECIFICALLY SECTION 197.14(D)(8), “OVERTIME – BASIC RATE”, SECTION 197.16(F)(1), “EFFECTS OF VACATIONS AND DAYS OFF ON CITY OBSERVED LEGAL HOLIDAYS,” AND SECTION 197.14(D)(5), “MINIMUM CALL-OUT TIME;” ALSO AMENDING THE CITY OF NAPOLEON EMPLOYMENT POLICY MANUAL, SPECIFICALLY POLICY 4.4, “EFFECTS OF TIME OFF ON ABILITY TO EARN OVERTIME PAY”**

**WHEREAS**, the Safety and Human Resources Committee met in a regular meeting held on September 26, 2022, and reviewed certain sections of the City Personnel Code, specifically Section 197.14(d)(8), Section 197.16(f)(1), and Section 197.14(d)(5), regarding suggested changes presented by City staff, and recommended that the City should adopt the amended Personnel Code; and,

**WHEREAS**, the amended language also appears in the City of Napoleon Employment Policy Manual, Policy 4.2 and Policy 4.4; and,

**WHEREAS**, City Council acknowledges that from time to time it must review the various codes and policies of the City of Napoleon; and,

**WHEREAS**, City Council now desires to amend the Personnel Code and the Employment Policy Manual of the City of Napoleon; and,

**WHEREAS**, Council desires to make said amendments effective beginning January 1, 2023; **Now Therefore**,

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

Section 1. That, the City of Napoleon does hereby amend Chapter 197, Section 197.14(d)(8) of the Codified Ordinances of the City of Napoleon, Ohio as follows:

### **“197.14 Hours of Work and Compensation**

#### **(d) Compensatory Time**

#### **(8) Overtime – Basic Rate**

All work performed in excess of **eight (8) continuous hours or in excess of** the regular forty (40) hour work week, shall be overtime and shall be compensated at the rate of time and one half (1-1/2) times the employee's regular rate of pay, except as provided below. **(The eight (8) continuous hours is subject to all nonbargaining employees, no pyramiding. Must be approved by Department Head.)”**

Section 2. That, the City of Napoleon does hereby amend Chapter 197, Section 197.16(f)(3) of the Codified Ordinances of the City of Napoleon, Ohio as follows:

### **“197.16 PAID LEAVES OF ABSENCE**

#### **(f) Legal Holidays**

#### **(1) Effects of Vacations and Days Off on City Observed Legal Holidays**

When one (1) of the City observed legal holidays falls within an eligible employee's approved vacation period or scheduled day off, he/she shall be entitled to holiday pay for the legal holiday in lieu of his/her vacation pay. Those employees who work "~~shift-work~~" may elect to receive the pay, to bank the holidays, or to bank the vacation day. Except for salary employees, ~~shift-work~~ hourly employees who work on any of the herein City observed legal holidays listed shall have the option of electing one (1) of the following when applied for in writing by the employee to the payroll department prior to the next scheduled pay period following the holiday: (No Pyramiding)

Receive eight (8) hours holiday pay plus one and one-half (1-1/2) times their regular rate of pay for all time worked, except in the case of the Assistant Chief of the fire department position(s) which shall receive 11.2 hours holiday pay plus one and one-half (1-1/2) times his/her regular rate of pay for all time worked.

Receive an additional banked holiday (to be taken off prior to the ending of the next to last full pay period of the current fiscal year) plus receive one and one-half (1-1/2) times their regular rate of pay for all time worked. If the additional banked holiday is not taken off by the end of the next to last full pay period of the year it shall be paid in cash for eight (8) hours at straight time (except for the positions of Assistant Chief of the fire/rescue department which shall be 11.2 hours) rate payable the first pay in December of the current fiscal year."

Section 3. That, the City of Napoleon does hereby amend Policy 4.4 of the City of Napoleon Employment Policy Manual as follows:

**"Policy 4.4 Effects of Time Off on Ability to Earn Overtime Pay**

Overtime is controlled by the Personnel Code §197.14, and is computed on work performed excess of ~~a regular forty (40) hour work week~~ eight (8) continuous hours per day or in excess of a regular forty (40) hour work week, except fire and rescue. For all nonbargaining hourly employees, including fire and rescue personnel, time actually worked does not include ~~leave of any type paid leave. When a Police Lieutenant is forced to work as a contracted Police Officer, then he/she shall be paid per Article 25.1 of the Police Union Contract.~~ A Department Head may require an employee to return to work on any particular day to work over and above the standard work schedule without the necessity of paying the overtime rate, so long as the above formula for overtime is followed. (No Pyramiding)"

Section 4. That, the City of Napoleon does hereby amend Chapter 197, Section 197.14(d)(5) of the Codified Ordinances of the City of Napoleon, Ohio as follows:

**"197.14 Hours of Work and Compensation**

(d) **Compensatory Time**

(5) **Minimum Call-out Time**

Except as provided in the Section below entitled "Court Appearance Time", when an employee is required to and does report back to work at a time not contiguous to his regular scheduled work shift, he/she shall be guaranteed a minimum of ~~one (1)~~ three (3) hours pay. However, additional callouts during any ~~one (1)~~ three (3) hour callout period will not result in additional guaranteed ~~one (1)~~ three (3) hour minimum pay (no pyramiding)."

Section 6. That, this Ordinance hereby amends Ordinance No.(s) 048-14, 035-22, and 050-22 so as to incorporate and adopt all identified changes noted herein, commencing January 1, 2023. The remaining, unchanged portions of Ordinance No.(s) 048-14, 035-22, and 050-22 remain in full force and effect as they existed prior to the changes.

Section 7. That, any changes needed to pages, page numbers, or appendixes are hereby approved to accommodate for the above amendments.

Section 8. That, it is found and determined that all formal action 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 21.22 of the Ohio Revised Code and the Codified Ordinances of Napoleon, Ohio.

Section 9. That, unless otherwise stated, 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 10. That, this Ordinance 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:

\_\_\_\_\_  
Marrisa Flogaus, Clerk of Council

*I, Marrisa Flogaus, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No. 058-22 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022; & 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.*

---

*Marrisa Flogaus, Clerk of Council*

**ORDINANCE NO. 059-22**

**AN ORDINANCE AMENDING ORDINANCE NO. 053-21  
REGARDING COMPENSATION OF THE NAPOLEON  
MUNICIPAL COURT BAILIFF FOR THE YEAR 2023; AND  
DECLARING AN EMERGENCY**

**WHEREAS**, Council previously adopted Ordinance No. 053-21, creating a 2022 Classification Pay Plan for its non-bargaining employees; and,

**WHEREAS**, Pursuant to Ohio Revised Code Section 1901.33 the Municipal Court Judge has requested an amendment regarding compensation of the Municipal Court Bailiff; and,

**WHEREAS**, Pursuant to Ohio Revised Code Section 1901.33 the Municipal Court Judge is empowered to appoint a Bailiff without advertising for this position and is further empowered to set the compensation for this position as long as the compensation is reasonable; and,

**WHEREAS**, Council now desires to amend Ordinance No. 053-21 to amend the pay scale for the position of Municipal Court Bailiff; and,

**WHEREAS**, Exhibit B, attached hereto and incorporated herein, reflects the amendment to be made; and

**WHEREAS**, Council desires to make said compensation amendments effective on the pay period starting on or about January 1, 2023; **Now Therefore**,

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

Section 1. That, notwithstanding any Ordinance or Resolution to the contrary, the City of Napoleon, Ohio, (the "City") had previously established a new 2022 Position Classification Pay Plan ("Pay Plan") for its non-bargaining employees, passed by Council on December 20, 2021.

Section 2. That, effective with the pay period for the Year 2022, that commences on or about January 1, 2023, the amendments as listed in Exhibit "B" shall be in effect.

Section 3. That, this Ordinance allows the terms and conditions of this pay Ordinance to be retroactively applied, the same being hereby approved as it so exists.

Section 4. That, the position of Municipal Court Bailiff as established in and for the City for the Napoleon Municipal Court shall be considered a full time regular employee having a salary, exempt status. The job description as included in the Pay Plan, as prepared and/or revised by the Municipal Court Judge, continues to be approved by this Council. The Municipal Court Bailiff shall not be entitled to any longevity pay; moreover, the Municipal Court Judge may adjust the Municipal Court Bailiff's salary at any time so long as within the limits of Exhibit B.

Section 5. That, no further amendments shall be effectuated by this legislation and all previous provisions in effect prior to this legislation regarding compensation of City employees shall remain in effect.

Section 6. 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 7. 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 8. 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, and for the further reason that this legislation must be in effect at the earliest possible time to allow for proper payment of wages to employees, proper payment being essential to the harmony of the necessary workforce; therefore, provided 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:

\_\_\_\_\_  
Marrisa Flogaus, Clerk of Council

*I, Marrisa Flogaus, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No. 059-22 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022; & 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.*

\_\_\_\_\_  
Marrisa Flogaus, Clerk of Council

**Exhibit “B”**  
(Based on an 80 hour pay period)

<b>Title</b>	<b>BOTTOM</b>	<b>TOP</b>	
Assistant to the City Engineer	\$2,884.70	\$3,328.50	
City Engineer	\$3,383.97	\$4,105.14	
Public Works Director	\$4,024.66	\$4,818.71	
Golf Course & Grounds Superintendent	\$2,055.35	\$2,762.82	
Parks & Recreation Director/Cemetery	\$1,862.63	\$3,237.28	
Assistant Finance Director	\$3,073.79	\$3,568.15	
Electrical Engineer	\$3,201.17	\$3,728.14	
Electric Distribution Superintendent	\$3,263.74	\$4,020.45	
IT Administrator	\$2,013.63	\$2,991.30	
Human Resources Director	\$2,295.80	\$3,483.97	
Municipal Court Bailiff	\$1,573.08	<del>\$1,769.71</del>	\$2,307.69
Municipal Court Clerk	\$1,945.73	\$3,407.31	
Assistant Fire Chief	\$2,274.48	\$3,328.50	
Fire Chief	\$2,829.22	\$3,735.23	
Operations Superintendent	\$2,347.02	\$3,328.50	
Water Superintendent	\$2,569.60	\$3,463.13	
Wastewater Superintendent	\$2,569.60	\$3,463.13	
Chief of Police	\$2,982.84	\$3,846.18	



## **RESOLUTION NO. 060-22**

### **A RESOLUTION APPROVING THE PROVISIONS OF A CERTAIN COLLECTIVE BARGAINING AGREEMENT NO. 2022-MED-08-0736 BETWEEN THE CITY OF NAPOLEON AND LOCAL 240 NAPOLEON POLICE OFFICERS ASSOCIATION IUPA, AFL-CIO FOR THE TERM COMMENCING FROM DECEMBER 1, 2022 THROUGH NOVEMBER 30, 2025; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND DECLARING AN EMERGENCY**

#### **NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NAPOLEON, OHIO:**

Section 1. That, the provisions of a certain Collective Bargaining Agreement (hereinafter referred to as "the Agreement") between the City of Napoleon, Ohio (hereinafter called "the City") and the Napoleon Police Officers Association IUPA, AFL-CIO Local 240 (hereinafter called "the Union") for the term commencing December 1, 2022 through November 30, 2025, both dates inclusive, (a true and complete copy of which is on file in the office of the interim Clerk of Council marked as City Contract No. 2022-MED-08-0736) have been reviewed and are approved by this Council.

Section 2. That, upon ratification of the Agreement by the Union, the City Manager is authorized and directed to execute the Agreement in the name of and on behalf of the City, subject to any non-material amendments, additions, or deletions as deemed necessary or advisable by the City Manager and approved by the City Law Director. The Agreement may contain a provision that allows the terms and conditions of the Agreement to be retroactively applied; the same being hereby approved if so exists.

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 essential City services to continue without distraction or disruption; 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:

\_\_\_\_\_  
Marrisa Flogaus, Clerk of Council

*I, Marrisa Flogaus, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 060-22 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022; & 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.*

\_\_\_\_\_  
*Marrisa Flogaus, Clerk of Council*

## **RESOLUTION NO. 061-22**

### **A RESOLUTION APPROVING THE PROVISIONS OF A CERTAIN COLLECTIVE BARGAINING AGREEMENT NO. 2022-MED-08-0777 BETWEEN THE CITY OF NAPOLEON AND LOCAL 3363 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS FOR THE TERM COMMENCING FROM JANUARY 1, 2023 THROUGH DECEMBER 30, 2025; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND DECLARING AN EMERGENCY**

#### **NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NAPOLEON, OHIO:**

Section 1. That, the provisions of a certain Collective Bargaining Agreement (hereinafter referred to as "the Agreement") between the City of Napoleon, Ohio (hereinafter called "the City") and Local 3363 International Association of Fire Fighters (hereinafter called "the Union") for the term commencing January 1, 2023 through December 30, 2025, both dates inclusive, (a true and complete copy of which is on file in the office of the Clerk of Council marked as City Contract No. 2022-MED-08-0777) have been reviewed and are approved by this Council.

Section 2. That, upon ratification of the Agreement by the Union, the City Manager is authorized and directed to execute the Agreement in the name of and on behalf of the City, subject to any non-material amendments, additions, or deletions as deemed necessary or advisable by the City Manager and approved by the City Law Director. The Agreement may contain a provision that allows the terms and conditions of the Agreement to be retroactively applied, the same being hereby approved if it so exists.

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 essential City services to continue without distraction or disruption; 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:

\_\_\_\_\_  
Marrisa Flogaus, Clerk of Council

*I, Marrisa Flogaus, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 061-22 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022; & 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.*

\_\_\_\_\_  
Marrisa Flogaus, Clerk of Council

**ORDINANCE NO. 062-22**

**AN ORDINANCE APPOINTING CHAD LULFS AS ACTING CITY  
MANAGER FOR THE CITY OF NAPOLEON, OHIO BEGINNING  
OCTOBER 7, 2022; AND DECLARING AN EMERGENCY**

**WHEREAS**, the current City Manager for the City of Napoleon, Joel Mazur, has resigned effective on October 6, 2022, with his last day as City Manager being October 6, 2022; and,

**WHEREAS**, the City of Napoleon is currently in the process of hiring a full-time City Manager to replace Mr. Mazur, but has not yet completed the hiring process; and,

**WHEREAS**, Section 4.06 of the Charter of the City of Napoleon requires a Department of Management to be in place for the City of Napoleon; and,

**WHEREAS**, the powers granted to City Council as found in Section 2.14 paragraph 13 of the City's Charter permit Council to appoint an "Acting Director;" **Now Therefore,**

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

Section 1. That, Chad Lulfs, is hereby appointed "Acting City Manager" beginning on October 7, 2022 at 12:01am, and effective until such time as a permanent City Manager for the City of Napoleon, Ohio has been recommended to and approved by Council.

Section 2. That, the Acting City Manager as referenced in Section 1 of the Ordinance shall have those powers and perform those duties currently held and performed by the City Manager, including those duties as listed in Section 4.06 of the Charter of the City of Napoleon, Ohio.

Section 3. That, the Acting City Manager as referenced in Section 1 of this Ordinance shall be considered a "Temporary Appointment;" therefore, notwithstanding any other provision found in Ordinance, Resolution, the Personnel Code, Employee Policy Manual, or Rule to the contrary, the position shall not be entitled to any fringe benefit unless the same is mandated by a Federal or State Law that may not be superseded by this Ordinance.

Section 4. That, the appointment of Chad Lulfs as Acting City Manager shall be in addition to his regular duties as the City Director of Public Works with additional compensation paid of four hundred dollars (\$400) per week.

Section 5. That, this Ordinance allows the terms and conditions of this pay increase to be retroactively applied, the same being hereby approved as it so exists.

Section 6. 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 7. 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 8. 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, and for the further reason that this legislation must be in effect at the earliest possible time to allow for the appointment of an Acting City Manager, such position required for public peace, health or safety; 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:

\_\_\_\_\_  
Marrisa Flogaus, Clerk of Council

*I, Marrisa Flogaus, Clerk of Council of the City of Napoleon, do hereby certify that the foregoing Ordinance No. 062-22 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022; & 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.*

\_\_\_\_\_  
*Marrisa Flogaus, Clerk of Council*

# LEGISLATION CONSENT

Rev. 8/5/2022

**Ordinance No. 052-22**

**ODOT Project Title:** Municipal Bridge Inspection Program

The following is an Ordinance enacted by the City of Napoleon, Ohio of Henry County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

## **SECTION I – Project Description**

WHEREAS the (LPA) has determined the need for the described project:

*Bridge Inspection Program Services, including, but not limited to routine inspections, element level inspections, critical findings report, fracture critical member inspections, load rating calculations and reports, weight limits posting sign recommendations, scour assessments, scour plan of actions, development of fracture critical plans, and underwater dive inspection reports if needed.*

NOW THEREFORE, be it ordained by the City of Napoleon, Ohio of Henry County, Ohio:

## **SECTION II – Consent Statement**

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

## **SECTION III – Cooperation Statement**

The LPA shall cooperate with the Director of Transportation in the above-described project as follows:

*The State shall assume and bear 100% of all the cost for Bridge Inspection Program Services requested by the City and agreed to by the State. Eligible Bridge Inspection Services are described in the Consultant's Scope of Services Task Order Contract (Exhibit A).*

*The LPA agrees to pay 100% of the cost of those features which are not included in Exhibit A. Those features may include but not limited to the purchasing and erecting the recommended weight limits postings signs, the implementation of critical findings reports such as partial or total bridge closures, the implementation of the scour plan of actions. When recommendations affect public safety, ODOT expects full implementation by the municipality As of October 2019, FHWA requires installing weight limits posting signs within 30 days from the official date of the approved recommendations. Timely implementation is essential to the success of this program.*

## **SECTION IV – Utilities and Right-of-Way Statement**

The LPA agrees that all right-of-way required for the described project will be made available in accordance with current State and Federal regulations.

## **SECTION V – Project Duration and Consent Applicability**

The Project is based on the available funds provided by ODOT aimed at assisting the LPA in reaching compliance with State and Federal laws and policies for bridge inspection. The Project specifics (program duration, PID number, and consultant scope of services (Exhibit A)) shall be provided to the designated LPA Contractual Agent via email sent by ODOT Office of Structural Engineering (OSE).

ODOT will seek additional funds to renew the project in future years. If such funds are allocated, ODOT will send an email with the Project specifics to the designated LPA Contractual Agent seeking approval for the new Project. ODOT will not proceed with any Project that does not have written authorization via email from the designated LPA Contractual Agent.

#### **SECTION VI – Authorization of Project**

The City Manager of the City of Napoleon, Ohio is hereby empowered on behalf of the City of Napoleon to provide written authorization via email to the Director of Transportation to complete the above-described project and any renewals.

Passed: \_\_\_\_\_, 2022.  
(Date)

Attested: \_\_\_\_\_  
(Clerk)

\_\_\_\_\_  
(Contractual Agent of LPA – title)

Attested: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(President of Council)

This Ordinance is hereby declared to be an emergency measure to expedite the highway project and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.



**CERTIFICATE OF COPY  
STATE OF OHIO**

The City of Napoleon of Henry County, Ohio

I, Marrisa Flogaus, as Clerk of Council for the City of Napoleon, Ohio of Henry County, Ohio, do hereby certify that the foregoing is a true and correct copy of Ordinance No. 052-22, adopted by the legislative Authority of the said City of Napoleon, Ohio on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
That the publication of such Ordinance has been made and certified of record according to Law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and certificate of publication thereof are of record in \_\_\_\_\_, Page \_\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
(Clerk)

**(CITY SEAL)**

the City of Napoleon, Ohio of Henry County, Ohio

(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No Seal is required to accompany the executed legislation.")

The foregoing is accepted as a basis for proceeding with the project herein described.  
For the City of Napoleon, Ohio of Henry County, Ohio.

Attested: \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_  
(Contractual Agent)

For the State of Ohio

Attested: \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_  
(Director, Ohio Department of Transportation)

**PRELIMINARY LEGISLATION**

Participatory

Ordinance # 053-22

**PID No. 94321**

**County/Route/Section HEN SR 110 0.30 Resurfacing**

The following is an ordinance enacted by the City of Napoleon, Henry County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated described project.

**SECTION I - Project Description**

WHEREAS, the LPA/STATE has identified the need for the described project:

*Resurface SR 110 from SR-108 to SR-109 in Henry County. Project includes repair of the HEN-110-0481 bridge.*

NOW THEREFORE, be it ordained by the City of Napoleon, Ohio

**SECTION II - Consent Statement**

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

**SECTION III - Cooperation Statement**

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

- 1) The LPA agrees to assume and contribute the entire cost and expense of the project less the amount of federal-aid funds set aside by the Director of Transportation for the financing of this project from funds allocated by the Federal Highway Administration, United States Department of Transportation.
- 2) The LPA will assume and bear one hundred percent (100%) of the total cost of any features requested by the LPA which are not necessary for the project as determined by the State and/or the Federal Highway Administration. In addition, the LPA will assume and bear one hundred percent (100%) of the total cost of any curb ramps, pavement repair, sidewalks and similar items not covered under the Urban Paving Policy.
- 3) The LPA consents to having the State acquire all necessary rights of way for the subject project in the name of the LPA.
- 4) The LPA agrees, upon completion of the project, to own and maintain all those portions of the project under its jurisdiction.
- 5) The State agrees to be the lead agency and to administer the construction phase of the project.

**SECTION IV - Utilities and Right-of-Way Statement**

The LPA agrees that all existing street and public way right-of-way within the jurisdiction of the LPA which is necessary for the described project shall be made available therefor. The LPA further agrees that any right-of-way acquired by said LPA on behalf of the described project shall be acquired and/or made available in accordance with current State and Federal regulations.

The LPA agrees that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

**SECTION V - Maintenance**

Upon completion of the Project, and unless otherwise agreed, the LPA shall: 1) provide adequate maintenance for those portions of the Project under the jurisdiction of the LPA in accordance with all applicable state and federal law, including, but not limited to, Title 23, U.S.C., Section 116; 2) provide ample financial provisions, as necessary, for the maintenance of those portions of the Project under its jurisdiction; 3) maintain the right-of-way, keeping it free of obstructions; and 4) hold said right-of-way inviolate for public highway purposes.

**SECTION VI - Authority to Sign**

The City Manager of said City is hereby empowered on behalf of the City  
(Contractual Officer)

to enter into contracts with the Director of Transportation necessary to complete the above described project.

Passed: \_\_\_\_\_, 2022.  
(Date)

Attested: \_\_\_\_\_  
(Clerk Signature)

\_\_\_\_\_  
(Contractual Officer Signature)

Attested: \_\_\_\_\_  
(Clerk Signature)

\_\_\_\_\_  
(President of Council Signature)

This ordinance is hereby declared to be an emergency measure to expedite the highway project(s) and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

CERTIFICATE OF COPY  
STATE OF OHIO

City of Napoleon, Henry County, Ohio

I, \_\_\_\_\_, as Clerk of the City of Napoleon, Ohio, do hereby  
certify that the foregoing is a true and correct copy of an ordinance adopted by the legislative  
Authority of the said City, on the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, that the  
publication of such ordinance has been made and certified of record according to law; that no  
proceedings looking to a referendum upon such ordinance have been taken; and that such ordinance  
and certificate of publication thereof are of record in

\_\_\_\_\_, Page \_\_\_\_\_ .  
(Ordinance Record No.)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official  
seal, if applicable, this \_\_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_\_.

\_\_\_\_\_  
Clerk

(SEAL)  
(If Applicable)

City of Napoleon, Ohio

The afore going is accepted as a basis for proceeding with the project herein described.

For the City of Napoleon, Ohio

Attest: \_\_\_\_\_, Date \_\_\_\_\_  
Contractual Officer

\*\*\*\*\*

For the State of Ohio

Attest: \_\_\_\_\_, Date \_\_\_\_\_  
Director, Ohio Department of Transportation

**ORDINANCE NO. 050-22**

**AN ORDINANCE AMENDING A CERTAIN SECTION OF THE CITY OF NAPOLEON PERSONNEL CODE, SPECIFICALLY SECTION 197.16(F)(3), "SCHEDULE OF OBSERVED LEGAL HOLIDAYS", ALSO AMENDING THE CITY OF NAPOLEON EMPLOYMENT POLICY MANUAL, SPECIFICALLY POLICY 14.3, "RECOGNIZED HOLIDAYS"**

**WHEREAS**, the Safety and Human Resources Committee met in a regular meeting held on August 22, 2022, and reviewed a certain section of the City Personnel Code, specifically Section 197.16(f)(3), regarding suggested changes presented by City staff, and recommended that the City should adopt the amended Personnel Code; and,

**WHEREAS**, the amended language also appears in the City of Napoleon Employment Policy Manual, Policy 14.3; and,

**WHEREAS**, City Council acknowledges that from time to time it must review the various codes and policies of the City of Napoleon; and,

**WHEREAS**, City Council now desires to amend the Personnel Code and the Employment Policy Manual of the City of Napoleon; and,

**WHEREAS**, Council desires to make said amendments effective beginning January 1, 2023; **Now Therefore**,

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

Section 1. That, the City of Napoleon does hereby amend Chapter 197, Section 197.16(f)(3) of the Codified Ordinances of the City of Napoleon, Ohio as follows:

**"197.16 PAID LEAVES OF ABSENCE**

**(f) Legal Holidays**

**(1) Effects of Vacations and Days Off on City Observed Legal Holidays**

When one (1) of the City observed legal holidays falls within an eligible employee's approved vacation period or scheduled day off, he/she shall be entitled to holiday pay for the legal holiday in lieu of his/her vacation pay. Those employees who work "shift work" may elect to receive the pay, to bank the holidays, or to bank the vacation day. Except for salary employees, shift work employees who work on any of the herein City observed legal holidays listed shall have the option of electing one (1) of the following when applied for in writing by the employee to the payroll department prior to the next scheduled pay period following the holiday:

Receive eight (8) hours holiday pay plus one and one-half (1-1/2) times their regular rate of pay for all time worked, except in the case of the Assistant Chief of the fire department position(s) which shall receive 11.2 hours holiday pay plus one and one-half (1-1/2) times his/her regular rate of pay for all time worked.

Receive an additional banked holiday (to be taken off prior to the ending of the next to last full pay period of the current fiscal year) plus receive one and one-half (1-1/2) times their regular rate of pay for all time worked. If the additional banked holiday is not taken off by the end of the next to last full pay period of the year it shall be paid in cash for eight (8) hours at straight time (except for the positions of Assistant Chief of the fire/rescue department which shall be 11.2 hours) rate payable the first pay in December of the current fiscal year.

**(2) Observance Days**

For employees who have a regular work schedule other than Monday to Friday, the observance of the holiday shall be on the day of such City observed legal holiday. For those employees whose regular schedule is Monday to Friday, City observed legal holidays that fall on a Saturday will be observed on Friday, and City observed legal holidays that fall on Sunday will be observed on Monday.

**(3) Schedule of Observed Legal Holidays**

The following are the paid City observed legal holidays:

January 1, Good Friday (being the Friday immediately prior to Easter Sunday), Memorial Day (being the last Monday in May), [Juneteenth](#), July 4th, Labor Day (being the first Monday in September), [Veteran's Day](#), Thanksgiving (being the fourth Thursday in November), December 25th, and an additional floating holiday as specified below:

If December 25th is Sunday, then December 25th will be recognized on December 26th and an employee shall also receive December 27th as the additional floating holiday.

If December 25th is Monday, then an employee shall also receive December 26th as the additional floating holiday.

If December 25th is Tuesday, then an employee shall also receive December 24th as the additional floating holiday.

If December 25th is Wednesday, then an employee shall also receive the day after Thanksgiving as the additional floating holiday.

If December 25th is Thursday, then an employee shall also receive December 26th as the additional floating holiday.

If December 25th is Friday, then an employee shall also receive December 24th as the additional floating holiday.

If December 25th is Saturday, then December 25th will be recognized on December 24th and an employee shall also receive December 23rd as the additional floating holiday.

In addition to what has been stated herein, President's Day shall be considered a legal holiday for the Assistant Chief of the fire/rescue department position(s); regardless, President's Day shall not be construed as a legal holiday for the City for any other purpose.

#### **(4) Failure to Work on Holiday**

To become eligible for holiday pay, the employee must work the full last scheduled work day prior to, and the full next scheduled work day after, each of the City observed legal holidays listed unless the employee was otherwise in active pay status.

Employees who are scheduled to work on a designated City observed legal holiday and do not report for work on the holiday shall not be entitled to holiday pay unless their reason for not reporting would ordinarily constitute an acceptable excuse under the applicable provisions of this Code.

(Ord. 093-08. Passed 12-15-08.)”

Section 2. That, the City of Napoleon does hereby amend Policy 14.3 of the City of Napoleon Employment Policy Manual as follows:

#### **“Policy 14.3 Recognized Holidays**

The following holidays are recognized by the City of Napoleon as paid holidays:

- New Year's Day;
- Good Friday;
- Memorial Day (last Monday in May);
- Juneteenth;
- Independence Day;
- Labor Day;
- Veteran’s Day;
- Thanksgiving Day;
- December 25th;
- Note: Special floating holiday exists when December 25th falls on a Wednesday, (see Personnel Code §197.16).

- For full time non-bargaining employees, (except police and fire that are twenty-four (24) hour services) as an additional benefit, on the day of December 24th when the City Administration building is open for business, the work day shall be considered 7:30am to 2:00pm with a regular lunch period for those persons scheduled to work; however, said employees shall be compensated for the full eight (8) hours as if worked, except that no employee shall receive any additional benefit from sick leave, vacation leave or similar other type leave as a result of this Policy.
- Recognizing that police and fire departments are essential twenty-four (24) hour services, full time non-bargaining employees in police and fire services of the City, who work a substantial amount (more than six (6) hours) of a full shift between the hours of 12:01 a.m. to 11:59 p.m. on a December 24th when the City Administration building is open for business, shall receive a straight two (2) hours of holiday time.”

Section 3. That, this Ordinance hereby amends Ordinance No.(s) 048-14 and 035-22 so as to incorporate and adopt all identified changes noted herein, commencing January 1, 2023. The remaining, unchanged portions of Ordinance No.(s) 048-14 and 035-22 remain in full force and effect as they existed prior to the changes.

Section 4. That, any changes needed to pages, page numbers, or appendixes are hereby approved to accommodate for the above amendments.

Section 5. That, it is found and determined that all formal action 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 21.22 of the Ohio Revised Code and the Codified Ordinances of Napoleon, Ohio.

Section 6. That, unless otherwise stated, 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 7. That, this Ordinance 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:

---

Marrisa Flogaus, Clerk of Council

*I, Marrisa Flogaus, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Ordinance No. 050-22 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022; & 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.*

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*Marrisa Flogaus, Clerk of Council*

## **RESOLUTION NO. 051-22**

### **A RESOLUTION APPROVING THE PROVISIONS OF A CERTAIN COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF NAPOLEON, OHIO AND AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO LOCAL 3859 FOR THE TERM COMMENCING FROM DECEMBER 1, 2022 THROUGH NOVEMBER 30, 2025, AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND DECLARING AN EMERGENCY**

#### **NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NAPOLEON, OHIO:**

Section 1. That, the provisions of a certain Collective Bargaining Agreement (hereinafter referred to as "the Agreement") between the City of Napoleon, Ohio (hereinafter called "the City") and the American Federation of State, County, and Municipal Employees, AFL-CIO local 3859 (hereinafter called "the Union") for the term commencing December 1, 2022 through November 30, 2025, both dates inclusive, (a true and complete copy of which is on file in the office of the City Finance Director marked as City Contract No. 2022) have been reviewed and are approved by this Council.

Section 2. That, upon ratification of the Agreement by the Union, the City Manager is authorized and directed to execute the Agreement in the name of and on behalf of the City, subject to any non-material amendments, additions, or deletions as deemed necessary or advisable by the City Manager and approved by the City Law Director. The Agreement may contain a provision that allows the terms and conditions of the Agreement to be retroactively applied, the same being hereby approved if so exist.

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 essential City services to continue without distraction or disruption; 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 agreement 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


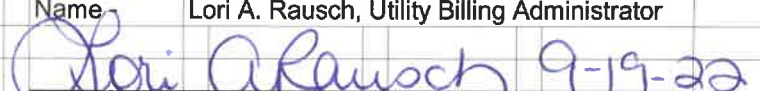
VOTE ON PASSAGE \_\_\_\_\_ Yea \_\_\_\_\_ Nay \_\_\_\_\_ Abstain

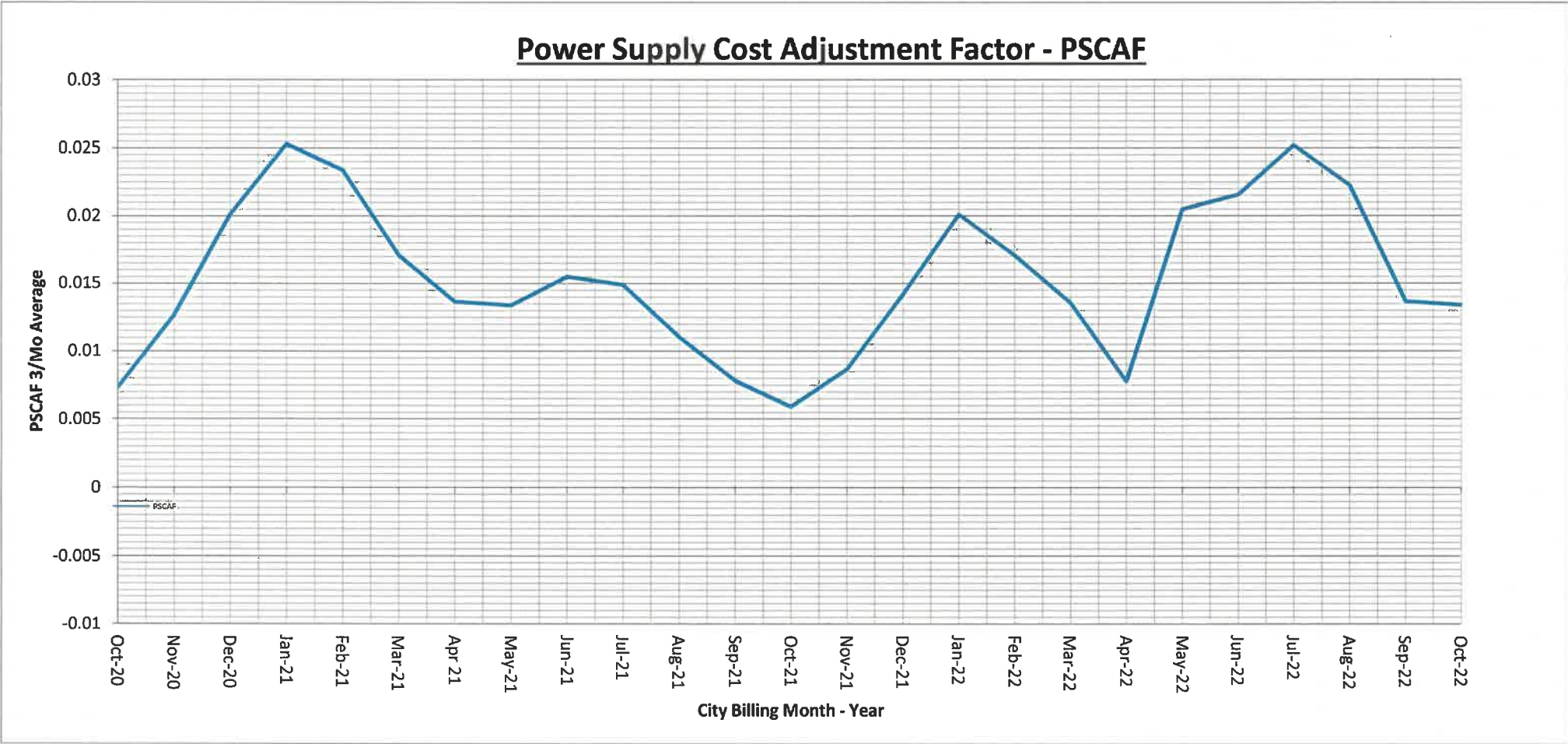
Attest:

\_\_\_\_\_  
Marrisa Flogaus, Clerk of Council

*I, Marrisa Flogaus, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 051-22 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022; & 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.*

\_\_\_\_\_  
*Marrisa Flogaus, 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	
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	0.1166
July 21	Sept 21	14,499,118	\$ 1,106,204.19	39,600,617	\$ 3,136,903.14	\$ 0.07921	\$ (0.07194)	\$ 0.00727	\$ 0.00782	0.1133
Aug 21	Oct 21	15,646,644	\$ 1,212,305.64	43,709,316	\$ 3,384,970.61	\$ 0.07744	\$ (0.07194)	\$ 0.00550	\$ 0.00591	0.1110
Sept 21	Nov 21	12,554,924	\$ 1,097,036.16	42,700,686	\$ 3,415,545.99	\$ 0.07999	\$ (0.07194)	\$ 0.00805	\$ 0.00865	0.1175
Oct 21	Dec 21	12,131,921	\$ 1,125,088.51	40,333,489	\$ 3,434,430.31	\$ 0.08515	\$ (0.07194)	\$ 0.01321	\$ 0.01420	0.1237
Nov 21	Jan 22	12,362,753	\$ 1,135,197.78	37,049,598	\$ 3,357,322.45	\$ 0.09062	\$ (0.07194)	\$ 0.01868	\$ 0.02008	0.1281
****Dec 21	Feb 22	12,816,596	\$ 1,016,008.94	37,311,270	\$ 3,276,295.23	\$ 0.08781	\$ (0.07194)	\$ 0.01587	\$ 0.01706	0.1238
Jan 22	Mar 22	13,995,086	\$ 1,160,729.26	39,174,435	\$ 3,311,935.98	\$ 0.08454	\$ (0.07194)	\$ 0.01260	\$ 0.01355	0.1199
Feb 22 ‡	Apr 22	12,258,331	\$ 1,108,306.10	39,070,013	\$ 3,285,044.30	\$ 0.08408	\$ (0.07194)	\$ 0.01214	\$ 0.01305	0.1205
Mar 22	May 22	12,370,598	\$ 1,125,556.75	38,624,015	\$ 3,394,592.11	\$ 0.08789	\$ (0.07194)	\$ 0.01595	\$ 0.01715	0.1297
Apr 22*	June 22	11,096,205	\$ 1,163,207.66	35,725,134	\$ 3,397,070.51	\$ 0.09509	\$ (0.07194)	\$ 0.02315	\$ 0.02156	0.1313
May 22	July 22	11,848,670	\$ 1,079,183.13	35,315,473	\$ 3,367,947.54	\$ 0.09537	\$ (0.07194)	\$ 0.02343	\$ 0.02519	0.1333
June 22	Aug 22	13,396,810	\$ 1,124,595.07	36,341,685	\$ 3,366,985.86	\$ 0.09265	\$ (0.07194)	\$ 0.02071	\$ 0.02226	0.1267
July 22	Sept 22	14,463,421	\$ 1,156,720.13	39,708,901	\$ 3,360,498.33	\$ 0.08463	\$ (0.07194)	\$ 0.01269	\$ 0.01364	0.1189
August 22	Oct 22	14,545,533	\$ 1,297,447.92	42,405,764	\$ 3,578,763.12	\$ 0.08439	\$ (0.07194)	\$ 0.01245	\$ 0.01338	
** Reduction of \$100,000 from actual invoice from AMP to be taken from reserve as approved by Council to lessen PSCA for month due to COVID-19 Pandemic.										
*** reduced PSCAF for Sept 20 from \$.01377 to \$.01056 to reflect corrected PSCAF with adjustment for Aug 20 by -\$.003210 to incorporate the \$100,000 with the three month rolling average										
† November 2020 PSCAF is up because the approved credits/adjustments are now off of the three month rolling average										
**** Addition of \$344,986.22 from sale of JV5 Recs on February 2022 City Billing Month- AMP December 2021 Power Billing Invoice										
‡ Addition of \$193,082.78 from sale of JV5 Recs on April 2022 City Billing Month- AMP February 2022 Power Billing Invoice										
* reduced PSCAF for June 22 from \$ .02489 to \$ .02156 to reflect corrected PSCAF with adjustment for May 22 by -\$.003330										
PSCAF - Preparers Signature:						PSCAF - Reviewers Signature:				
Name - Kevin L. Garringer, Finance Director						Name - Lori A. Rausch, Utility Billing Administrator				
 9-19-22						 9-19-22				
Signature						Signature				
Date						Date				





**AMERICAN MUNICIPAL POWER, INC.**  
1111 Schrock Rd, Suite 100  
COLUMBUS, OHIO 43229  
PHONE: (614) 540-1111  
FAX: (614) 540-1078

INVOICE NUMBER: 1004009  
INVOICE DATE: 14-SEP-22  
DUE DATE: 29-SEP-22  
TOTAL AMOUNT DUE: \$1,297,447.92  
CUSTOMER NUMBER 5020  
CUSTOMER P.O. #:

**City of Napoleon**  
255 West Riverview Avenue  
P.O. Box 151  
Napoleon, OH 43545-0151

MAKE CHECK PAYABLE TO AMP.  
DIRECT INVOICE QUESTIONS TO [BILLING@AMPPARTNERS.ORG](mailto:BILLING@AMPPARTNERS.ORG)

**City of Napoleon Power Billing – August, 2022**

Municipal Peak:	30,392	kW
Total Metered Energy:	14,618,962	kWh

Total Power Charges:	\$1,026,124.77
Total Transmission/Capacity/Ancillary Services:	\$259,764.07
Total Other Charges:	\$11,559.08
Total Miscellaneous Charges:	\$0.00

**TOTAL CHARGES** **\$1,297,447.92**

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\*To avoid a delayed payment charge, payment must be made to provide available funds for use by AMP on or before the due date.

**Wire or ACH Transfer Information:**

Huntington National Bank  
Columbus, Ohio  
Account No. 0189-2204055  
ABA: #44 000024

**Mailing Address:**

AMP Inc.  
Department L614  
Columbus, OH 43260



**DETAIL INFORMATION OF POWER CHARGES August, 2022**  
**City of Napoleon**

<b>FOR THE MONTH OF:</b>	<b>August, 2022</b>	<b>Total Metered Load kWh:</b>	<b>14,618,962</b>
		<b>Transmission Losses kWh:</b>	<b>-73,429</b>
		<b>Distribution Losses kWh:</b>	<b>0</b>
		<b>Total Energy Req. kWh:</b>	<b>14,545,533</b>
<b>Time of Pool Peak:</b>	<b>08/03/2022 @ H.E. 17:00</b>	<b>Coincident Peak kW:</b>	<b>29,589</b>
<b>Time of Municipal Peak:</b>	<b>08/03/2022 @ H.E. 15:00</b>	<b>Municipal Peak kW:</b>	<b>30,392</b>
<b>Transmission Peak:</b>	<b>June,29,2021 @ H.E. 15:00</b>	<b>Transmission Peak kW:</b>	<b>30,320</b>
		<b>PJM Capacity Requirement kW:</b>	<b>28,916</b>

**City of Napoleon Resources**

<b>AMP CT - Sched @ ATSI</b>			
Demand Charge:	\$2.944540 kW	12,400 kW =	\$36,512.30
Energy Charge:	\$0.090550 kWh	123,628 kWh =	\$11,194.51
Transmission Credit:			-\$52,956.26
Capacity Credit:	\$1.326620 kW	-12,400 kW =	-\$16,450.09
<b>Subtotal</b>			<b>-\$21,699.54</b>
<b>Fremont - sched @ Fremont</b>			
Demand Charge:	\$3.521790 kW	8,767 kW =	\$30,875.53
Energy Charge:	\$0.052744 kWh	5,215,348 kWh =	\$275,079.03
Net Congestion, Losses, FTR:			\$18,853.11
Capacity Credit:	\$1.541809 kW	-8,767 kW =	-\$13,517.04
Debt Service:	\$4.615970 kW	8,767 kW =	\$40,468.21
Adjustment for prior month:			\$35.28
<b>Subtotal</b>		<b>5,215,348 kWh</b>	<b>\$351,794.12</b>
<b>AMP Hydro CSW - Sched @ PJMC</b>			
Demand Charge:	\$53.540000 kW	3,498 kW =	\$187,282.92
Energy Charge:	\$0.026000 kWh	2,067,070 kWh =	\$53,743.82
Net Congestion, Losses, FTR:			\$3,692.85
Capacity Credit:	\$5.194797 kW	-3,498 kW =	-\$18,171.40
REC Credit (Estimate):			-\$13,952.72
MISO Market Credits	-\$0.010664 kWh	2,067,070 kWh =	-\$22,044.16
<b>Subtotal</b>		<b>2,067,070 kWh</b>	<b>\$190,551.31</b>
<b>Meldahl Hydro - Sched @ Meldahl Bus</b>			
Demand Charge:	\$32.007579 kW	504 kW =	\$16,131.82
Energy Charge:	\$0.026000 kWh	263,972 kWh =	\$6,863.26
Net Congestion, Losses, FTR:			-\$309.76
Capacity Credit:	\$2.140119 kW	-504 kW =	-\$1,078.62
REC Credit (Estimate):			-\$1,781.81
<b>Subtotal</b>		<b>263,972 kWh</b>	<b>\$19,824.89</b>
<b>JV6 - Sched @ ATSI</b>			
Demand Charge:	\$7.991822 kW	225 kW =	\$1,798.16
Energy Charge:		8,653 kWh =	
Transmission Credit:	\$0.185378 kW	-225 kW =	-\$41.71
Capacity Credit:	\$0.100356 kW	-225 kW =	-\$22.58
<b>Subtotal</b>			<b>\$1,733.87</b>
<b>Greenup Hydro - Sched @ Greenup Bus</b>			
Demand Charge:	\$26.199606 kW	330 kW =	\$8,645.87
Energy Charge:	\$0.009000 kWh	177,825 kWh =	\$1,600.43
Net Congestion, Losses, FTR:			-\$174.61
Capacity Credit:	\$1.340212 kW	-330 kW =	-\$442.27
REC Credit (Estimate):			-\$1,200.32
<b>Subtotal</b>		<b>177,825 kWh</b>	<b>\$8,429.10</b>

**DETAIL INFORMATION OF POWER CHARGES August, 2022**  
**City of Napoleon**

**Prairie State - Sched @ PJMC**

Demand Charge:	\$11.951075 kW	4,976 kW =	\$59,468.55
Energy Charge:	\$0.006187 kWh	3,556,397 kWh =	\$22,001.72
Net Congestion, Losses, FTR:			\$7,021.59
Capacity Credit:	\$1.638493 kW	-4,976 kW =	-\$8,153.14
Debt Service:	\$22.991365 kW	4,976 kW =	\$114,405.03
Transmission from PSEC to PJM/MISO, including non-Prairie State variable charges/credits:	\$0.016164 kWh	3,556,397 kWh =	\$57,484.49
<b>Subtotal</b>		<b>3,556,397 kWh</b>	<b>\$252,228.24</b>

**NYPA - Sched @ NYIS**

Demand Charge:	\$4.074032 kW	940 kW =	\$3,829.59
Energy Charge:	\$0.026530 kWh	510,776 kWh =	\$13,551.07
Net Congestion, Losses, FTR:			\$195.37
Capacity Credit:	\$1.523711 kW	-935 kW =	-\$1,424.67
Adjustment for prior month:			\$914.40
<b>Subtotal</b>		<b>510,776 kWh</b>	<b>\$17,065.76</b>

**JV5 - 7X24 @ ATSI**

Demand Charge:	\$13.092617 kW	3,088 kW =	\$40,430.00
Energy Charge:	\$0.019837 kWh	2,297,472 kWh =	\$45,574.67
Transmission Credit:	\$6.105142 kW	-3,088 kW =	-\$18,852.68
Capacity Credit:	\$1.523714 kW	-3,088 kW =	-\$4,705.23
Debt Service (current month):	\$17.660712 kW	3,088 kW =	\$54,536.28
<b>Subtotal</b>		<b>2,297,472 kWh</b>	<b>\$116,983.04</b>

**JV5 Losses - Sched @ ATSI**

Energy Charge:		33,464 kWh =	
<b>Subtotal</b>		<b>33,464 kWh</b>	<b>\$0.00</b>

**JV2 - Sched @ ATSI**

Demand Charge:	\$3.010000 kW	264 kW =	\$794.64
Energy Charge:		1,602 kWh =	
Transmission Credit:	\$5.009470 kW	-264 kW =	-\$1,322.50
Capacity Credit:	\$1.800530 kW	-264 kW =	-\$475.34
JV2 Project Fuel Costs not recovered through Energy Sales to Market :			\$227.43
<b>Subtotal</b>		<b>1,602 kWh</b>	<b>-\$775.77</b>

**AMP Solar Phase I - Sched @ ATSI**

Demand Charge:		1,040 kW =	
Energy Charge:	\$0.041279 kWh	154,231 kWh =	\$6,366.52
Transmission Credit:			-\$3,857.68
Capacity Credit:	\$0.677404 kWh	-1,040 kWh =	-\$704.50
<b>Subtotal</b>		<b>154,231 kWh</b>	<b>\$1,804.34</b>

**Efficiency Smart Power Plant 2020-23**

ESPP 2020-2023 obligation @ \$1.650 /MWh x 139,116.5 MWh / 12:			\$19,128.51
<b>Subtotal</b>			<b>\$19,128.51</b>

**Northern Power Pool -**

On Peak Energy Charge: (M-F HE 08-23 EDT)	\$0.150252 kWh	594,252 kWh =	\$89,287.64
Off Peak Energy Charge:	\$0.110312 kWh	206,834 kWh =	\$22,816.29
Sale of Excess Non-Pool Resources to Pool:	\$0.078946 kWh	-665,990 kWh =	-\$52,576.93
Pool Congestion Hedge:			\$9,529.90
<b>Subtotal</b>		<b>135,096 kWh</b>	<b>\$69,056.90</b>

**TRANSMISSION / CAPACITY / ANCILLARY SERVICES -**

Demand Charge:	\$6.105143 kW	30,320 kW =	\$185,107.93
Energy Charge:	\$0.001848 kWh	12,248,061 kWh =	\$22,630.83
RPM (Capacity) Charges:	\$1.799188 kW	28,916 kW =	\$52,025.31
<b>Subtotal</b>			<b>\$259,764.07</b>



**DETAIL INFORMATION OF POWER CHARGES August, 2022**  
**City of Napoleon**

**OTHER CHARGES:**

Dispatch Center Charges:	\$0.000024 kWh	14,618,962 kWh =	\$353.58
Service Fee A	\$0.000229 kWh	11,906,100 kWh =	\$2,726.50
Service Fee B	\$0.000580 kWh	14,618,962 kWh =	\$8,479.00
<b>Subtotal</b>			<b>\$11,559.08</b>

Total Demand Charges	\$457,565.37
Total Energy Charges	\$568,559.40
Total Transmission/Capacity/Ancillary Services	\$259,764.07
Total Other Charges	\$11,559.08
Total Miscellaneous Charges	\$0.00

<b>GRAND TOTAL POWER INVOICE</b>	<b>\$1,297,447.92</b>
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**BILLING SUMMARY AND CONSUMPTION for BILLING CYCLE -October, 2022**

2022 - OCTOBER BILLING WITH AUGUST 2022 AMP BILLING PERIOD AND SEPTEMBER 2022 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	AUG, 2022	31		30.392					
City-System Data Month	SEPT, 2022	30							
City-Monthly Billing Cycle	OCT, 2022	31							
	=====CONTRACTED AND OPEN MARKET POWER=====					==PEAKING==	=====HYDRO POWER=====		
(	FREMONT	PRAIRIE STATE	MORGAN STNLY.	NORTHERN	JV-2	AMP-HYDRO	MELDAHL-HYDRO	GREENUP HYDRO	
<b>PURCHASED POWER-RESOURCES -&gt; (</b>	<b>AMP CT</b>	<b>ENERGY</b>	<b>SCHED. @ PJMC</b>	<b>REPLMNT.2015-20</b>	<b>POWER</b>	<b>PEAKING</b>	<b>CSW</b>	<b>SCHED. @</b>	<b>SCHED. @</b>
(	<b>SCHED. @ ATSI</b>	<b>SCHEDULED</b>	<b>REPLMT@ PJMC</b>	<b>7x24 @ AD</b>	<b>POOL</b>	<b>SCHED. @ ATSI</b>	<b>SCHED. @ PJMC</b>	<b>MELDAHL BUS</b>	<b>GREENUP BUS</b>
Delivered kWh (On Peak) ->	123,628	5,215,348	3,556,397		594,252	1,602	2,067,070	263,972	177,825
Delivered kWh (Off Peak) ->					206,834				
Delivered kWh (Replacement/Losses/Offset) ->									
Delivered kWh/Sale (Credits) ->					-665,990				
<b>Net Total Delivered kWh as Billed -&gt;</b>	<b>123,628</b>	<b>5,215,348</b>	<b>3,556,397</b>	<b>0</b>	<b>135,096</b>	<b>1,602</b>	<b>2,067,070</b>	<b>263,972</b>	<b>177,825</b>
Percent % of Total Power Purchased->	0.8499%	35.8555%	24.4501%	0.0000%	0.9288%	0.0110%	14.2110%	1.8146%	1.2225%
<b><u>COST OF PURCHASED POWER:</u></b>									
<b><u>DEMAND CHARGES (+Debits)</u></b>									
Demand Charges	\$36,512.30	\$30,875.53	\$59,468.55			\$794.64	\$187,282.92	\$16,131.82	\$8,645.87
Debt Services (Principal & Interest)		\$40,468.21	\$114,405.03						
<b><u>DEMAND CHARGES (-Credits)</u></b>									
Transmission Charges (Demand-Credits)	-\$52,956.26					-\$1,322.50			
Capacity Credit	-\$16,450.09	-\$13,517.04	-\$8,153.14			-\$475.34	-\$18,171.40	-\$1,078.62	-\$442.27
<b>Sub-Total Demand Charges</b>	<b>-\$32,894.05</b>	<b>\$57,826.70</b>	<b>\$165,720.44</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>-\$1,003.20</b>	<b>\$169,111.52</b>	<b>\$15,053.20</b>	<b>\$8,203.60</b>
<b><u>ENERGY CHARGES (+Debits):</u></b>									
Energy Charges - (On Peak)	\$11,194.51	\$275,079.03	\$22,001.72		\$89,287.64		\$53,743.82	\$6,863.26	\$1,600.43
Energy Charges - (Replacement/Off Peak)					\$22,816.29				
Net Congestion, Losses, FTR		\$18,853.11	\$7,021.59				\$3,692.85	-\$309.76	
Transmission Charges (Energy-Debits)			\$57,484.49						
ESPP Charges									
Bill Adjustments (General & Rate Levelization)		\$35.28							
<b><u>ENERGY CHARGES (-Credits or Adjustments):</u></b>									
Energy Charges - On Peak (Sale or Rate Stabilization)					-\$52,576.93				
Net Congestion, Losses, FTR									-\$174.61
MISO Market Credits							-\$22,044.16		
Bill Adjustments (General & Rate Levelization)					\$9,529.90	\$227.43	-\$13,952.72	-\$1,781.81	-\$1,200.32
<b>Sub-Total Energy Charges</b>	<b>\$11,194.51</b>	<b>\$293,967.42</b>	<b>\$86,507.80</b>	<b>\$0.00</b>	<b>\$69,056.90</b>	<b>\$227.43</b>	<b>\$21,439.79</b>	<b>\$4,771.69</b>	<b>\$225.50</b>
<b><u>TRANSMISSION &amp; SERVICE CHARGES, MISC.:</u></b>									
RPM / PJM Charges Capacity - (+Debit)									
RPM / PJM Charges Capacity - (-Credit)									
Service Fees AMP-Dispatch Center - (+Debit/-Credit)									
Service Fees AMP-Part A - (+Debit/-Credit)									
Service Fees AMP-Part B - (+Debit/-Credit)									
Other Charges & Bill Adjustments - (+Debit/-Credit)									
<b>Sub-Total Service Fees &amp; Other Charges</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL NET COST OF PURCHASED POWER</b>	<b>-\$21,699.54</b>	<b>\$351,794.12</b>	<b>\$252,228.24</b>	<b>\$0.00</b>	<b>\$69,056.90</b>	<b>-\$775.77</b>	<b>\$190,551.31</b>	<b>\$19,824.89</b>	<b>\$8,429.10</b>
Percent % of Total Power Cost->	-1.6725%	27.1143%	19.4403%	0.0000%	5.3225%	-0.0598%	14.6866%	1.6280%	0.6497%
<b>Purchased Power Resources - Cost per kWh-&gt;</b>	<b>-\$0.175523</b>	<b>\$0.067454</b>	<b>\$0.070922</b>	<b>\$0.000000</b>	<b>\$0.511169</b>	<b>-\$0.484251</b>	<b>\$0.092184</b>	<b>\$0.075102</b>	<b>\$0.047401</b>

**BILLING SUMMARY AND CONS**

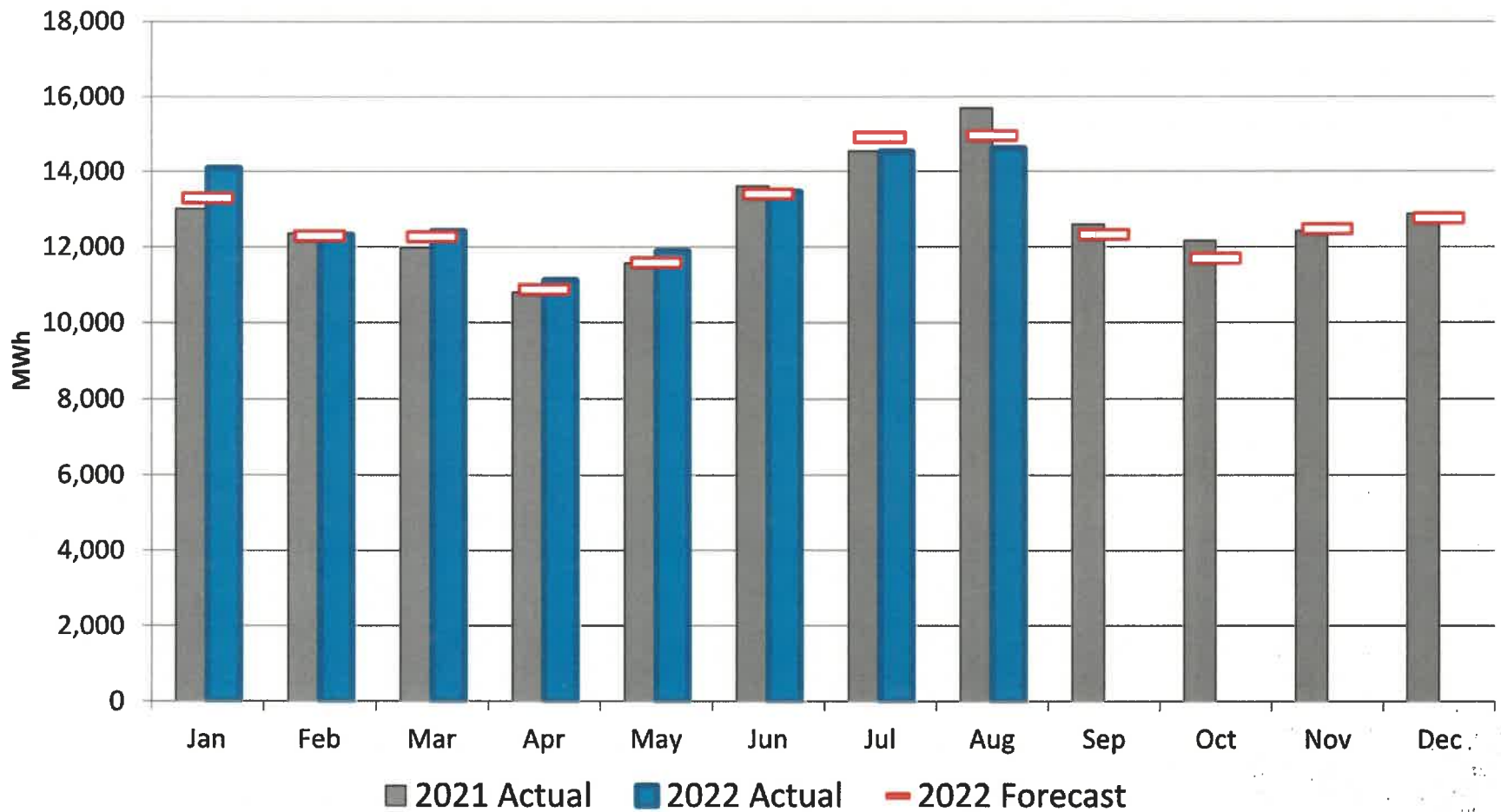
2022 - OCTOBER BILLING WITH AUGUST 2022

**PREVIOUS MONTH'S POWER BILLS - PU****DATA PERIOD**AMP-Ohio Bill Month  
City-System Data Month  
City-Monthly Billing Cycle

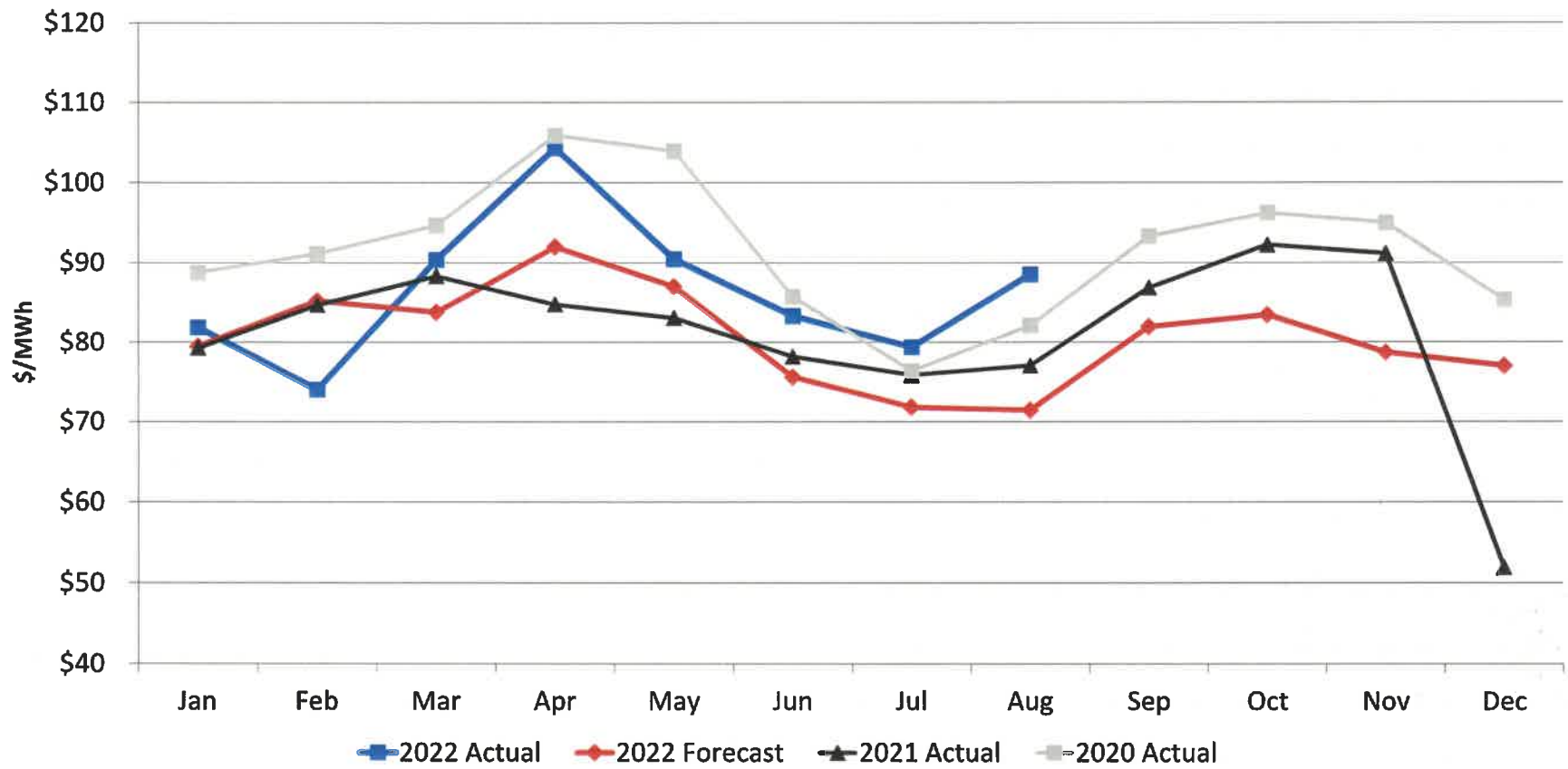
	=====WIND=====		===SOLAR===		===TRANSMISSION, SERVICE FEES & MISC. CONTRACTS===				
	NYPH	JV-5	JV-6	AMP SOLAR	EFFNCY.SMART	TRANSMISSION	SERVICE FEES	MISCELLANEOUS	TOTAL -
	HYDRO	HYDRO	WIND	PHASE 1	POWER PLANT	CHARGES	DISPATCH, A & B	CHARGES &	ALL
	SCHED. @ NYIS	7x24 @ ATSI	SCHED. @ ATSI	SCHED. @ ATSI	2017 - 2020	Other Charges	Other Charges	LEVELIZATION	RESOURCES
Delivered kWh (On Peak) ->	510,776	2,297,472	8,653	154,231	0	0	0	0	14,971,226
Delivered kWh (Off Peak) ->									206,834
Delivered kWh (Replacement/Losses/Offset) ->		33,464							33,464
Delivered kWh/Sale (Credits) ->									-665,990
Net Total Delivered kWh as Billed ->	510,776	2,330,936	8,653	154,231	0	0	0	0	14,545,534
Percent % of Total Power Purchased->	3.5116%	16.0251%	0.0595%	1.0603%	0.0000%	0.0000%	0.0000%	0.0000%	100.0001%
								Verification Total ->	100.0000%
<b>COST OF PURCHASED POWER:</b>									
<b>DEMAND CHARGES (+Debits)</b>									
Demand Charges	\$3,829.59	\$40,430.00	\$1,798.16		\$0.00	\$185,107.93			\$570,877.31
Debt Services (Principal & Interest)		\$54,536.28							\$209,409.52
<b>DEMAND CHARGES (-Credits)</b>									
Transmission Charges (Demand-Credits)		-\$18,852.68	-\$41.71						-\$73,173.15
Capacity Credit	-\$1,424.67	-\$4,705.23	-\$22.58						-\$64,440.38
Sub-Total Demand Charges	\$2,404.92	\$71,408.37	\$1,733.87	\$0.00	\$0.00	\$185,107.93	\$0.00	\$0.00	\$642,673.30
<b>ENERGY CHARGES (+Debits):</b>									
Energy Charges - (On Peak)	\$13,551.07	\$45,574.67		\$6,366.52		\$22,630.83			\$547,893.50
Energy Charges - (Replacement/Off Peak)									\$22,816.29
Net Congestion, Losses, FTR	\$195.37								\$29,453.16
Transmission Charges (Energy-Debits)				-\$3,857.68					\$53,626.81
ESPP Charges					\$19,128.51				\$19,128.51
Bill Adjustments (General & Rate Levelization)	\$914.40								\$949.68
<b>ENERGY CHARGES (-Credits or Adjustments):</b>									
Energy Charges - On Peak (Sale or Rate Stabilization)									-\$52,576.93
Net Congestion, Losses, FTR				-\$704.50					-\$879.11
MISO Market Credits									-\$22,044.16
Bill Adjustments (General & Rate Levelization)									-\$7,177.52
Sub-Total Energy Charges	\$14,660.84	\$45,574.67	\$0.00	\$1,804.34	\$19,128.51	\$22,630.83	\$0.00	\$0.00	\$591,190.23
<b>TRANSMISSION &amp; SERVICE CHARGES, MISC.:</b>									
RPM / PJM Charges Capacity - (+Debit)						\$52,025.31			\$52,025.31
RPM / PJM Charges Capacity - (-Credit)									\$0.00
Service Fees AMP-Dispatch Center - (+Debit/-Credit)							\$353.58		\$353.58
Service Fees AMP-Part A - (+Debit/-Credit)							\$2,726.50		\$2,726.50
Service Fees AMP-Part B - (+Debit/-Credit)							\$8,479.00		\$8,479.00
Other Charges & Bill Adjustments - (+Debit/-Credit)									\$0.00
Sub-Total Service Fees & Other Charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52,025.31	\$11,559.08	\$0.00	\$63,584.39
TOTAL NET COST OF PURCHASED POWER	\$17,065.76	\$116,983.04	\$1,733.87	\$1,804.34	\$19,128.51	\$259,764.07	\$11,559.08	\$0.00	\$1,297,447.92
Percent % of Total Power Cost->	1.3153%	9.0164%	0.1336%	0.1391%	1.4743%	20.0212%	0.8909%	0.0000%	100.000%
								Verification Total ->	\$1,297,447.92
Purchased Power Resources - Cost per kWh->	\$0.033411	\$0.050187	\$0.200378	\$0.011699	\$0.000000	\$0.000000	\$0.000000	\$0.000000	\$0.089199
(Northern Pool Power - On-Peak + Off-Peak - Energy Charge/kWh) = JV2 Electric Service Rate ->									
(Northern Pool Power - On-Peak + Off-Peak - Energy Charge/kWh) = JV5 Electric Service Rate ->									

Napoleon Capacity Plan - Actual													
<b>Aug</b>	<b>2022</b>	ACTUAL DEMAND =		30.39	MW								
<b>Days</b>	<b>31</b>	ACTUAL ENERGY =		14,619	MWH								
	SOURCE	DEMAND MW	DEMAND MW-MO	ENERGY MWH	LOAD FACTOR	DEMAND RATE \$/KW	ENERGY RATE \$/MWH	CONGESTION/L OSSES \$/MWH	CAPACITY CREDIT RATE \$/KW	TRANSMISSION CREDIT RATE \$/KW	TOTAL CHARGES	EFFECTIVE RATE \$/MWH	% OF DOLLARS
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
1	NYPA - Ohio	0.94	0.94	511	73%	\$4.07	\$28.32	\$0.38	-\$1.52		\$17,066	\$33.41	1.3%
2	JV5	3.09	3.09	2,297	100%	\$30.75	\$19.84		-\$1.52	-\$6.11	\$116,983	\$50.92	9.0%
3	JV5 Losses	0.00	0.00	33	0%						\$0		0.0%
4	JV6	0.23	0.23	9	5%	\$7.99			-\$0.10	-\$0.19	\$1,734	\$200.37	0.1%
5	AMP-Hydro	3.50	3.50	2,067	79%	\$47.24	\$19.25	\$1.79	-\$5.19		\$190,551	\$92.18	14.7%
6	Meldahl	0.50	0.50	264	70%	\$32.01	\$19.25	-\$1.17	-\$2.14		\$19,825	\$75.10	1.5%
7	Greenup	0.33	0.33	178	72%	\$26.20	\$2.25	-\$0.98	-\$1.34		\$8,429	\$47.40	0.7%
8	AFEC	8.77	8.77	5,215	80%	\$8.14	\$52.75	\$3.61	-\$1.54		\$351,794	\$87.45	27.2%
9	Prairie State	4.98	4.98	3,556	96%	\$34.94	\$22.35	\$1.97	-\$1.64		\$252,228	\$70.92	19.5%
10	AMP Solar Phase I	1.04	1.04	154	20%		\$41.28		-\$0.68	-\$3.71	\$1,804	\$11.70	0.1%
11	AMPCT	12.40	12.40	124	1%	\$2.84	\$90.55		-\$1.33	-\$4.27	-\$21,700	-\$175.52	-1.7%
12	JV2	0.26	0.26	2	1%	\$3.01	\$141.99		-\$1.80	-\$5.01	-\$776		-0.1%
13	NPP Pool Purchases	0.00	0.00	801	0%		\$151.83				\$121,828	\$151.83	9.4%
14	NPP Pool Sales	0.00		-666	0%		\$78.95				-\$52,577	\$78.95	-4.1%
	<b>POWER TOTAL</b>	<b>36.03</b>	<b>36.03</b>	<b>14,546</b>	<b>54%</b>	<b>\$573,135</b>	<b>\$546,753</b>	<b>\$2.01</b>	<b>-\$65,145</b>	<b>-\$77,031</b>	<b>\$1,006,991</b>	<b>\$69.23</b>	<b>77.8%</b>
15	Energy Efficiency			0							\$19,129		1.5%
16	Installed Capacity	28.92	28.92			\$1.80					\$52,025	\$3.56	4.0%
17	Transmission	30.32	30.32	12,248		\$6.11	\$1.85				\$207,739	\$14.21	16.0%
18	Service Fee B			14,619			\$0.58				\$8,479	\$0.58	0.7%
19	Dispatch Charge			14,619			\$0.02				\$354	\$0.02	0.0%
	<b>OTHER TOTAL</b>					<b>\$237,133</b>	<b>\$50,592</b>				<b>\$287,725</b>	<b>\$19.68</b>	<b>22.2%</b>
<b>GRAND TOTAL PURCHASED</b>				<b>14,546</b>							<b>\$1,294,716</b>		
Delivered to members		<b>30.392</b>	<b>30.392</b>	<b>14,619</b>	<b>65%</b>						<b>\$1,294,716</b>	<b>\$88.56</b>	<b>100.0%</b>
	2022 Forecast	DEMAND		ENERGY	L.F.						TOTAL \$	\$/MWh	Avg Temp
	2021 Actual	31.66		14,945	63%						\$1,068,008	\$71.46	71.5
	2020 Actual	30.72		15,702	69%						\$1,209,653	\$77.04	76.7
		30.39		14,347	63%						\$1,177,902	\$82.10	73.9
											Actual Temp		74.7

## Napoleon 2022 Monthly Energy Usage



## Napoleon 2022 Monthly Rates



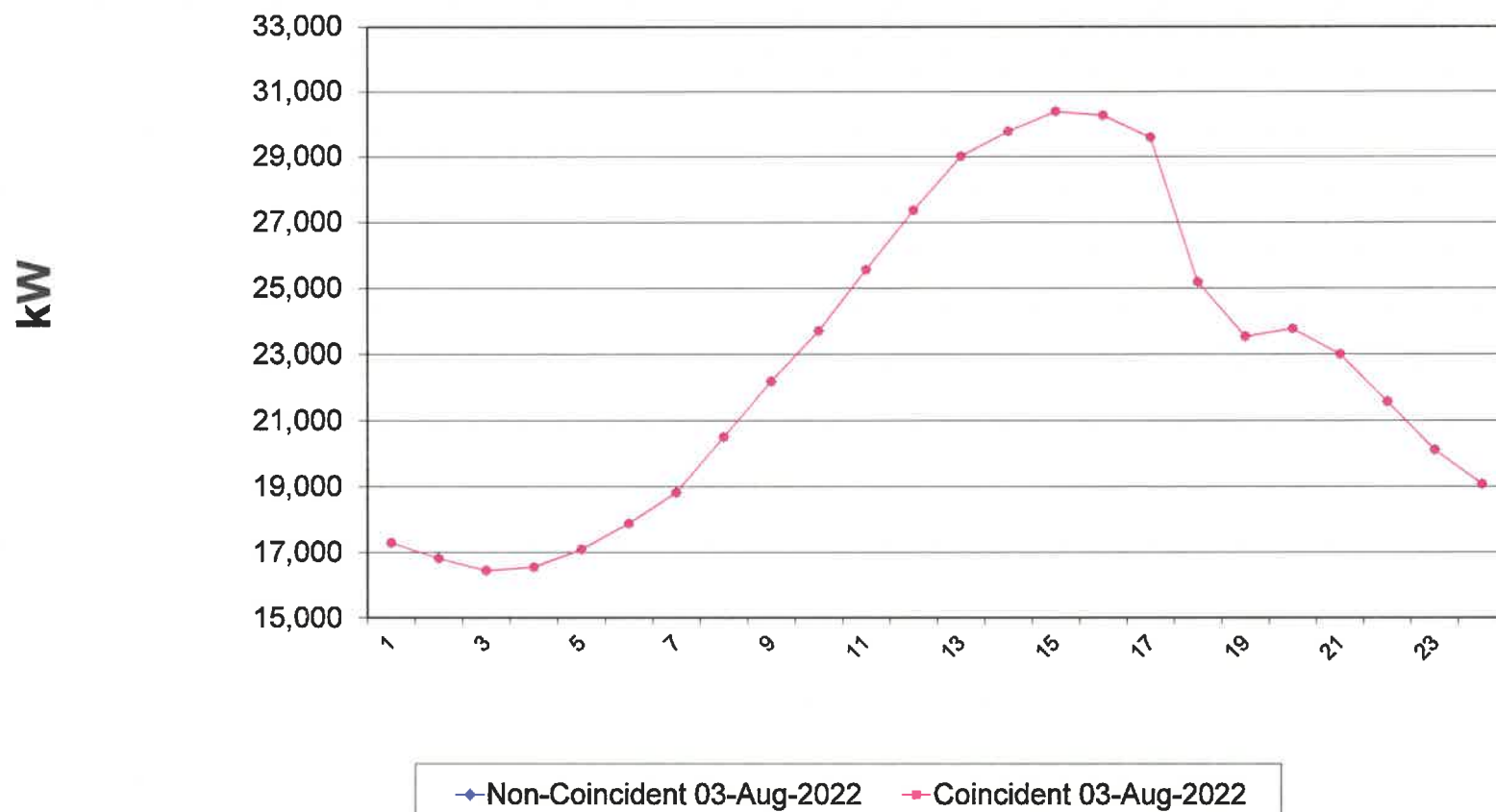


NAPOLEON

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday
Date	8/1/2022	8/2/2022	8/3/2022	8/4/2022	8/5/2022	8/6/2022	8/7/2022	8/8/2022	8/9/2022	8/10/2022	8/11/2022	8/12/2022	8/13/2022	8/14/2022	8/15/2022
Hour															
100	15,654	16,977	17,284	18,334	18,597	17,240	17,891	18,150	18,539	15,614	16,924	15,553	13,490	12,650	14,118
200	15,146	16,254	16,811	17,675	17,968	16,380	17,032	17,806	18,082	15,254	16,293	14,936	13,173	12,500	13,937
300	14,880	15,809	16,435	17,296	17,465	15,804	16,221	17,433	17,081	14,897	15,809	14,557	12,874	12,271	13,635
400	15,142	15,970	16,542	17,476	17,578	15,832	15,960	17,575	17,014	15,147	15,932	14,585	12,939	12,265	13,755
500	15,890	16,452	17,087	18,169	18,176	15,821	15,790	18,331	17,695	15,534	16,504	15,208	13,012	12,436	14,548
600	16,836	17,107	17,877	19,010	18,859	15,939	15,666	19,355	18,634	16,445	17,348	15,807	13,071	12,661	15,638
700	17,887	18,293	18,823	19,930	19,841	16,505	16,441	20,231	19,634	17,731	18,360	16,716	13,393	13,117	16,862
800	19,568	19,943	20,509	21,133	21,140	18,264	18,407	21,496	20,169	19,024	20,129	17,829	14,306	13,725	17,950
900	20,636	21,636	22,198	21,889	22,880	19,944	20,142	22,814	20,700	19,895	20,803	18,903	14,997	14,411	18,642
1000	21,466	22,429	23,714	22,476	24,282	21,323	21,659	24,206	21,042	21,415	21,117	19,658	15,597	14,906	19,610
1100	22,414	23,776	25,575	23,461	25,151	22,560	23,362	26,008	21,699	22,662	21,739	20,348	15,758	15,207	20,678
1200	23,694	24,959	27,374	24,051	26,544	23,594	24,328	26,723	21,820	23,298	22,562	20,906	15,598	15,371	21,524
1300	24,988	25,943	29,014	24,245	27,933	24,359	25,611	28,075	21,980	24,147	23,310	21,582	15,533	15,341	22,300
1400	25,164	26,486	29,782	24,983	28,570	24,290	26,242	29,607	22,012	24,709	24,084	21,905	15,444	15,281	22,721
1500	25,925	26,888	30,392	25,624	27,971	24,657	26,319	30,117	21,606	25,054	24,458	22,205	15,216	14,869	22,819
1600	25,882	26,686	30,274	26,170	27,183	25,155	25,432	28,816	21,351	25,245	24,155	21,614	15,130	15,009	23,042
1700	25,660	26,288	29,589	25,634	27,087	25,529	24,491	28,943	21,135	24,913	23,506	21,197	15,223	14,830	22,680
1800	24,976	26,163	25,187	26,065	26,489	25,281	24,075	26,311	20,692	24,568	22,867	20,508	15,136	14,821	22,079
1900	24,339	25,355	23,548	24,889	26,059	24,731	23,296	25,211	20,197	23,738	21,960	19,961	14,780	14,916	21,217
2000	23,421	24,162	23,779	24,031	24,760	23,746	22,742	24,313	20,072	22,809	20,842	19,339	14,981	15,385	20,483
2100	22,533	23,282	23,015	23,304	23,714	23,015	22,426	23,421	19,479	21,928	20,350	18,548	14,683	15,538	19,825
2200	20,861	21,387	21,585	21,920	21,776	21,623	21,310	22,020	18,340	20,509	18,789	16,918	14,055	15,104	18,338
2300	19,002	19,633	20,122	20,629	19,988	20,251	20,361	20,614	17,202	18,779	17,319	15,335	13,638	14,965	17,307
2400	17,850	18,452	19,068	19,501	18,520	18,909	19,193	19,572	16,186	17,629	16,317	14,273	13,195	14,663	16,456
Total	499,814	520,330	545,584	527,895	548,531	500,752	504,397	555,148	472,561	490,944	481,477	438,391	345,223	342,242	450,164

	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday
Date	8/16/2022	8/17/2022	8/18/2022	8/19/2022	8/20/2022	8/21/2022	8/22/2022	8/23/2022	8/24/2022	8/25/2022	8/26/2022	8/27/2022	8/28/2022	8/29/2022	8/30/2022	8/31/2022
Hour																
100	15,684	15,247	15,122	15,953	15,662	13,672	14,839	15,571	15,622	16,196	17,030	14,397	14,105	17,947	16,600	14,917
200	15,389	14,852	14,674	15,299	14,913	13,286	14,391	15,007	15,140	15,720	16,196	13,939	13,710	17,442	16,193	14,576
300	14,982	14,363	14,457	14,759	14,526	13,056	14,096	14,655	14,680	15,490	15,821	13,722	13,345	17,223	16,042	14,313
400	14,806	14,454	14,597	14,635	14,751	12,918	14,157	14,781	14,699	15,747	16,003	13,995	13,171	17,459	16,192	14,425
500	15,321	15,416	15,128	15,222	14,764	13,023	15,005	15,507	15,345	16,043	16,662	14,126	13,219	18,101	16,830	15,068
600	16,064	16,405	16,081	16,081	14,786	13,318	16,074	16,464	16,674	16,947	17,787	14,475	13,281	19,212	18,159	16,272
700	17,153	17,132	17,166	16,947	15,337	13,909	17,143	17,209	17,439	18,288	18,641	14,989	13,595	20,108	19,270	16,846
800	18,172	18,413	18,135	18,287	16,401	14,426	18,483	18,449	18,444	19,555	19,709	16,159	14,643	20,737	19,738	17,829
900	19,402	19,831	19,556	19,429	17,332	15,220	19,766	19,330	19,619	20,500	20,952	17,355	15,623	21,070	20,369	19,031
1000	20,719	20,718	20,661	20,928	18,926	16,003	20,196	20,268	20,847	21,569	21,307	18,078	17,179	21,493	21,312	19,631
1100	21,884	21,774	21,736	22,153	20,432	16,927	21,275	21,210	21,852	22,419	21,299	18,592	16,686	23,159	22,668	20,426
1200	22,641	22,387	22,821	23,125	21,011	17,993	22,160	22,014	22,988	23,611	21,785	19,238	20,408	24,612	23,208	21,403
1300	23,301	22,831	23,480	24,003	21,042	18,807	22,643	23,071	24,030	24,327	22,045	19,878	21,716	26,511	23,646	21,968
1400	23,544	23,504	24,113	24,735	20,183	19,166	23,210	23,588	24,826	24,638	21,825	20,295	22,389	27,301	24,022	22,499
1500	23,346	23,777	24,508	25,367	18,606	19,954	23,705	23,827	25,218	25,070	21,627	20,917	23,355	28,076	24,077	22,973
1600	23,293	23,765	24,648	24,876	18,271	20,693	23,852	24,045	25,143	25,390	21,475	21,414	24,271	28,600	23,836	23,246
1700	22,646	23,688	24,323	24,399	18,191	20,520	23,651	23,740	25,265	25,287	21,202	21,509	24,838	28,394	23,253	23,332
1800	22,227	22,676	23,868	23,621	18,009	19,538	23,330	23,642	25,043	23,961	20,813	21,266	24,789	25,017	22,502	22,989
1900	21,509	21,717	23,095	22,525	17,664	18,747	22,332	22,674	24,032	23,217	19,937	20,313	23,837	23,160	21,212	22,419
2000	20,343	20,508	22,002	21,465	17,187	18,534	21,509	21,638	22,884	22,944	19,055	19,338	23,449	22,405	20,495	21,707
2100	19,554	19,681	21,047	20,820	16,810	17,733	20,531	20,723	21,929	22,003	18,395	18,408	22,540	21,143	19,343	20,486
2200	18,061	18,170	19,547	19,395	15,962	16,670	18,646	18,950	19,962	20,158	17,473	16,815	20,844	19,467	17,845	18,692
2300	16,777	16,970	18,155	17,724	15,225	15,969	17,085	17,470	18,315	18,954	16,181	15,588	19,771	18,182	16,494	17,248
2400	15,871	15,983	16,842	16,441	14,327	15,141	16,381	16,540	17,109	17,945	15,022	14,693	18,726	17,251	15,634	16,610
Total	462,689	448,279	475,762	478,189	410,318	395,223	464,460	470,373	487,105	495,979	458,242	419,501	451,490	524,070	478,940	458,906
											Maximum	30,392	Minimum	12,265	Grand Total	14,618,962

## Napoleon Peak Day Load Curve





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

**2022 SEPTEMBER BILLING - ELECTRIC PSCAF - BILLING COMPARISONS TO PRIOR PERIODS**

Rate Comparisons to Prior Month and Prior Year for Same Period

	Service Usage	Service Units	Current OCTOBER 2022 Rate	Prior Month SEPTEMBER 2022 Rate	Prior Year OCTOBER 2021 Rate		Service Usage	Service Units	Current OCTOBER 2022 Rate	Prior Month SEPTEMBER 2022 Rate	Prior Year OCTOBER 2021 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	\$13.09	\$13.34	\$13.89	1,976	kWh	\$26.44	\$26.95	\$28.06	
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			\$115.77	\$116.02	\$116.57			\$218.87	\$219.38	\$220.49	
Water	6	CCF	\$63.37	\$63.37	\$50.55	11	CCF	\$105.21	\$105.21	\$83.14	
Sewer (w/Stm.Sew. & Lat.)	6	CCF	\$78.27	\$78.27	\$70.89	11	CCF	\$112.42	\$112.42	\$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			\$169.14	\$169.14	\$148.94			\$245.13	\$245.13	\$209.53	
Total Billing - All Services			\$284.91	\$285.16	\$265.51			\$464.00	\$464.51	\$430.02	
Verification Totals->			\$284.91	\$285.16	\$265.51			\$464.00	\$464.51	\$430.02	
				Cr.Mo to Pr.Mo	Cr.Yr to Pr.Yr				Cr.Mo to Pr.Mo	Cr.Yr to Pr.Yr	
Dollar Chg.to Prior Periods				-\$0.25	\$19.40				-\$0.51	\$33.98	
% Inc/Dec(-) to Prior Periods				-0.09%	7.31%				-0.11%	7.90%	
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
Cost/kWH - Electric	978	kWh	\$0.11837	\$0.11863	\$0.11919	1,976	kWh	\$0.11076	\$0.11102	\$0.11158	
% Inc/Dec(-) to Prior Periods				-0.22%	-0.69%				-0.23%	-0.73%	
Cost/CCF - Water	6	CCF	\$10.56167	\$10.56167	\$8.42500	11	CCF	\$9.56455	\$9.56455	\$7.55818	
Cost/GALLONS - Water	4,488	GAL	\$0.01412	\$0.01412	\$0.01126	8,229	GAL	\$0.01279	\$0.01279	\$0.01010	
% Inc/Dec(-) to Prior Periods				0.00%	25.36%				0.00%	26.55%	
Cost/CCF - Sewer	6	CCF	\$13.04500	\$13.04500	\$11.81500	11	CCF	\$10.22000	\$10.22000	\$8.99000	
Cost/GALLON - Sewer	4,488	GAL	\$0.01744	\$0.01744	\$0.01580	8,229	GAL	\$0.01366	\$0.01366	\$0.01202	
% Inc/Dec(-) to Prior Periods				0.00%	10.41%				0.00%	13.68%	
(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**

**2022 SEPTEMBER BILLING -**

Rate Comparisons to Prior Month a

			<b>Current</b>	<b>Prior Month</b>	<b>Prior Year</b>				<b>Current</b>	<b>Prior Month</b>	<b>Prior Year</b>
	<b>Service</b>	<b>Service</b>	<b>OCTOBER</b>	<b>SEPTEMBER</b>	<b>OCTOBER</b>		<b>Service</b>	<b>Service</b>	<b>OCTOBER</b>	<b>SEPTEMBER</b>	<b>OCTOBER</b>
<b>Customer Type</b>	<b>Usage</b>	<b>Units</b>	<b>2022 Rate</b>	<b>2022 Rate</b>	<b>2021 Rate</b>		<b>Usage</b>	<b>Units</b>	<b>2022 Rate</b>	<b>2022 Rate</b>	<b>2021 Rate</b>
<b>Customer Type -&gt;</b>	<b>COMMERCIAL USER - (3 Phase w/Demand)</b>						<b>INDUSTRIAL USER - (3 Phase w/Demand)</b>				
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	\$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	\$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	\$39,165.42
Power Supply Demand Charge								\$15,296.55	\$15,296.55	\$15,296.55	\$15,296.55
PSCAF - Monthly Factor	7,040	kWh	\$94.20	\$96.03	\$99.97			\$11,009.10	\$11,223.03	\$11,683.80	\$11,683.80
kWH Tax- Level 1			\$9.66	\$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	\$56.24
kWH Tax- Level 3								\$3,087.71	\$3,087.71	\$3,087.71	\$3,087.71
<b>Total Electric</b>			<b>\$896.58</b>	<b>\$898.41</b>	<b>\$902.35</b>			<b>\$79,243.83</b>	<b>\$79,457.76</b>	<b>\$79,918.53</b>	<b>\$79,918.53</b>
Water	25	CCF	\$217.77	\$217.77	\$170.92	300	CCF	\$2,446.61	\$2,446.61	\$1,936.11	\$1,936.11
Sewer (w/Stm.Sew. & Lat.)	25	CCF	\$209.44	\$209.44	\$177.29	300	CCF	\$2,087.69	\$2,087.69	\$1,717.29	\$1,717.29
Storm Water (Rate/ERU)			\$9.50	\$9.50	\$9.50			\$330.00	\$330.00	\$330.00	\$330.00
Refuse (Rate/Service)			\$5.00	\$5.00	\$5.00			\$5.00	\$5.00	\$5.00	\$5.00
<b>Sub-Other Services</b>			<b>\$441.71</b>	<b>\$441.71</b>	<b>\$362.71</b>			<b>\$4,869.30</b>	<b>\$4,869.30</b>	<b>\$3,988.40</b>	<b>\$3,988.40</b>
<b>Total Billing - All Services</b>			<b>\$1,338.29</b>	<b>\$1,340.12</b>	<b>\$1,265.06</b>			<b>\$84,113.13</b>	<b>\$84,327.06</b>	<b>\$83,906.93</b>	<b>\$83,906.93</b>
Verification Totals->			\$1,338.29	\$1,340.12	\$1,265.06			\$84,113.13	\$84,327.06	\$83,906.93	\$83,906.93
				<i>Cr.Mo to Pr.Mo</i>	<i>Cr.Yr to Pr.Yr</i>				<i>Cr.Mo to Pr.Mo</i>	<i>Cr.Yr to Pr.Yr</i>	<i>Cr.Yr to Pr.Yr</i>
Dollar Chg.to Prior Periods				-\$1.83	\$73.23				-\$213.93	\$206.20	\$206.20
% Inc/Dec(-) to Prior Periods				-0.14%	5.79%				-0.25%	0.25%	0.25%
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
Cost/kWh - Electric	7,040	kWh	\$0.12736	\$0.12762	\$0.12817	866,108	kWh	\$0.09149	\$0.09174	\$0.09227	\$0.09227
% Inc/Dec(-) to Prior Periods				-0.20%	-0.63%				-0.27%	-0.85%	-0.85%
Cost/CCF - Water	25	CCF	\$8.71080	\$8.71080	\$6.83680	300	CCF	\$8.15537	\$8.15537	\$6.45370	\$6.45370
Cost/GALLONS - Water	18,701	GAL	\$0.01164	\$0.01164	\$0.00914	224,415	GAL	\$0.01090	\$0.01090	\$0.00863	\$0.00863
% Inc/Dec(-) to Prior Periods				0.00%	27.41%				0.00%	26.37%	26.37%
Cost/CCF - Sewer	25	CCF	\$8.37760	\$8.37760	\$7.09160	300	CCF	\$6.95897	\$6.95897	\$5.72430	\$5.72430
Cost/GALLON - Sewer	18,701	GAL	\$0.01120	\$0.01120	\$0.00948	224,415	GAL	\$0.00930	\$0.00930	\$0.00765	\$0.00765
% Inc/Dec(-) to Prior Periods				0.00%	18.13%				0.00%	21.57%	21.57%
<i>(Listed Accounts Assume SAME USA</i>											
<i>(One "1" Unit CCF of Water = "Hundre</i>											

<b>BILLING SUMMARY ANISUMPTION for BILLING CYCLE -October, 2022</b>										
<b>2022 - OCTOBER BILLING WITH AUGUMP BILLING PERIOD AND SEPTEMBER 2022 CITY CONSUMPTION AND BILLING DATA</b>										
Class and/or Schedule	Sep-22 # of Bills	Sep-22 (kWh Usage)	Sep-22 Billed	Billed kVa of Demand	Cost / kWh For Month	Cost / kWh Prior 12 Mo Average	Oct-21 # of Bills	Oct-21 (kWh Usage)	Oct-21 Billed	Cost / kWh For Month
Residential (Dom-In)	3,431	3,314,563	\$393,414.50	0	\$0.1187	\$0.1232	3,440	3,426,619	\$379,578.88	\$0.1108
Residential (Dom-In) w/Ecosmart	5	4,017	\$481.88	0	\$0.1200	\$0.1255	6	4,989	\$556.55	\$0.1120
Residential (Dom-In - All Electric)	649	526,150	\$63,077.88	0	\$0.1199	\$0.1221	638	520,028	\$58,304.14	\$0.1121
Res.(Dom-In - All Elec.) w/Ecosmart	1	1,025	\$121.31	0	\$0.1184	\$0.1233	1	1,131	\$124.48	\$0.1101
<b>Total Residential (Domestic)</b>	<b>4,086</b>	<b>3,845,755</b>	<b>\$457,095.57</b>	<b>0</b>	<b>\$0.1189</b>	<b>\$0.1230</b>	<b>4,085</b>	<b>3,952,747</b>	<b>\$438,564.05</b>	<b>\$0.1110</b>
Residential (Rural-Out)	808	973,599	\$122,162.96	0	\$0.1255	\$0.1296	811	957,340	\$112,889.19	\$0.1179
Residential (Rural-Out) w/Ecosmart	4	4,571	\$575.51	0	\$0.1259	\$0.1318	4	4,271	\$507.44	\$0.1188
Residential (Rural-Out - All Electric)	360	457,934	\$57,258.99	0	\$0.1250	\$0.1280	357	453,829	\$53,242.02	\$0.1173
Res. (Rural-Out - All Electric) w/Ecosmar	2	1,622	\$210.08	0	\$0.1295	\$0.1295	2	1,594	\$194.47	\$0.1220
Residential (Rural-Out w/Dmd)	15	15,442	\$1,958.16	196	\$0.1268	\$0.1236	15	18,047	\$2,122.45	\$0.1176
Residential (Rural-Out - All Electric w/Dm)	8	9,575	\$1,201.56	56	\$0.1255	\$0.1292	9	8,649	\$1,036.14	\$0.1198
<b>Total Residential (Rural)</b>	<b>1,197</b>	<b>1,462,743</b>	<b>\$183,367.26</b>	<b>252</b>	<b>\$0.1254</b>	<b>\$0.1289</b>	<b>1,198</b>	<b>1,443,730</b>	<b>\$169,991.71</b>	<b>\$0.1177</b>
Commercial (1 Ph-In - No Dmd)	83	41,917	\$6,459.80	0	\$0.1541	\$0.1571	82	40,309	\$5,928.37	\$0.1471
Commercial (1 Ph-Out - No Dmd)	52	9,886	\$1,912.99	0	\$0.1935	\$0.1907	50	9,829	\$1,805.45	\$0.1837
<b>Total Commercial (1 Ph) No Dmd</b>	<b>135</b>	<b>51,803</b>	<b>\$8,372.79</b>	<b>0</b>	<b>\$0.1616</b>	<b>\$0.1641</b>	<b>132</b>	<b>50,138</b>	<b>\$7,733.82</b>	<b>\$0.1543</b>
Commercial (1 Ph-In - w/Demand)	265	379,074	\$55,600.33	2172	\$0.1467	\$0.1510	262	417,912	\$56,178.73	\$0.1344
Commercial (1 Ph-Out - w/Demand)	24	53,355	\$7,147.96	194	\$0.1340	\$0.1392	24	49,953	\$6,359.28	\$0.1273
<b>Total Commercial (1 Ph) w/Demand</b>	<b>289</b>	<b>432,429</b>	<b>\$62,748.29</b>	<b>2,366</b>	<b>\$0.1451</b>	<b>\$0.1495</b>	<b>286</b>	<b>467,865</b>	<b>\$62,538.01</b>	<b>\$0.1337</b>
Commercial (3 Ph-Out - No Dmd)	2	40	\$41.22	4	\$1.0305	\$0.1482	2	80	\$45.80	\$0.5725
<b>Total Commercial (3 Ph) No Dmd</b>	<b>2</b>	<b>40</b>	<b>\$41.22</b>	<b>4</b>	<b>\$1.0305</b>	<b>\$0.1482</b>	<b>2</b>	<b>80</b>	<b>\$45.80</b>	<b>\$0.5725</b>
Commercial (3 Ph-In - w/Demand)	220	2,144,293	\$275,257.26	7301	\$0.1284	\$0.1316	218	2,293,385	\$276,265.22	\$0.1205
Commercial (3 Ph-Out - w/Demand)	35	1,035,272	\$120,069.86	1060	\$0.1160	\$0.1290	37	321,245	\$39,639.12	\$0.1234
Commercial (3 Ph-Out - w/Dmd.&Sub-St.	2	80,680	\$9,720.39	286	\$0.1205	\$0.1236	3	100,560	\$11,534.40	\$0.1147
Commercial (3 Ph-In - w/Demand, No Ta	1	7,960	\$988.81	25	\$0.1242	\$0.1301	1	9,360	\$1,063.36	\$0.1136
Commercial (3 Ph-In - w/Dmd.&Sub-St.C	1	139,200	\$16,157.10	335	\$0.1161	\$0.1188	1	151,680	\$16,451.29	\$0.1085
<b>Total Commercial (3 Ph) w/Demand</b>	<b>259</b>	<b>3,407,405</b>	<b>\$422,193.42</b>	<b>9,007</b>	<b>\$0.1239</b>	<b>\$0.1301</b>	<b>260</b>	<b>2,876,230</b>	<b>\$344,953.39</b>	<b>\$0.1199</b>
Large Power (In - w/Dmd & Rct)	14	2,129,228	\$215,783.28	4415	\$0.1013	\$0.1036	14	2,142,186	\$197,491.72	\$0.0922
Large Power (In - w/Dmd & Rct, w/SbCr)	2	834,791	\$79,890.11	1595	\$0.0957	\$0.1000	2	914,654	\$83,112.77	\$0.0909
Large Power (Out - w/Dmd & Rct, w/SbCr)	1	178,343	\$21,616.83	550	\$0.1121	\$0.1162	1	165,078	\$20,122.90	\$0.1219
Large Power (In - w/Dmd & Rct, w/SbCr)	2	76,974	\$7,244.38	129	\$0.0941	\$0.1171	2	82,790	\$13,882.84	\$0.1677
<b>Total Large Power</b>	<b>19</b>	<b>3,219,336</b>	<b>\$324,534.60</b>	<b>6,689</b>	<b>\$0.1008</b>	<b>\$0.1039</b>	<b>19</b>	<b>3,304,708</b>	<b>\$314,610.23</b>	<b>\$0.0952</b>
Industrial (In - w/Dmd & Rct, w/SbCr)	1	890,353	\$82,143.13	1639	\$0.0923	\$0.0971	1	804,332	\$68,763.45	\$0.0855
Industrial (In - w/Dmd & Rct, No/SbCr)	1	1,011,177	\$94,061.70	1894	\$0.0930	\$0.0942	1	1,026,016	\$87,158.85	\$0.0849
<b>Total Industrial</b>	<b>2</b>	<b>1,901,530</b>	<b>\$176,204.83</b>	<b>3,533</b>	<b>\$0.0927</b>	<b>\$0.0955</b>	<b>2</b>	<b>1,830,348</b>	<b>\$155,922.30</b>	<b>\$0.0852</b>
Interdepartmental (In - No Dmd)	9	23,640	\$3,105.13	89	\$0.1314	\$0.1296	9	26,538	\$3,240.46	\$0.1221
Interdepartmental (Out - w/Dmd)	2	986	\$152.61	0	\$0.1548	\$0.1626	2	891	\$133.35	\$0.1497
Interdepartmental (In - w/Dmd)	26	24,661	\$3,527.26	0	\$0.1430	\$0.1405	27	24,205	\$3,293.02	\$0.1360
Interdepartmental (3Ph-In - w/Dmd)	12	171,672	\$21,753.17	608	\$0.1267	\$0.1283	11	177,083	\$20,603.61	\$0.1164
Interdepartmental (Street Lights)	6	30,685	\$2,951.66	0	\$0.0962	\$0.0965	6	30,685	\$2,967.81	\$0.0967
Interdepartmental (Traffic Signals)	8	1,312	\$121.32	0	\$0.0925	\$0.0925	8	1,263	\$116.77	\$0.0925
Generators (JV2 Power Cost Only)	1	12,569	\$944.94	25	\$0.0752	\$0.0000	1	10,959	\$485.26	\$0.0443
Generators (JV5 Power Cost Only)	0	0	\$0.00	0	\$0.0000	\$0.0000	0	0	\$0.00	\$0.0000
<b>Total Interdepartmental</b>	<b>64</b>	<b>265,525</b>	<b>\$32,556.09</b>	<b>722</b>	<b>\$0.1226</b>	<b>\$0.1232</b>	<b>64</b>	<b>271,624</b>	<b>\$30,840.28</b>	<b>\$0.1135</b>
<b>SUB-TOTAL CONSUMPTION &amp; DEMAND</b>	<b>6,053</b>	<b>14,586,566</b>	<b>\$1,667,114.07</b>	<b>22,573</b>	<b>\$0.1143</b>	<b>\$0.1171</b>	<b>6,048</b>	<b>14,197,470</b>	<b>\$1,525,199.59</b>	<b>\$0.1074</b>
Street Lights (In)	13	0	\$13.75	0	\$0.0000	\$0.0000	13	0	\$13.75	\$0.0000
Street Lights (Out)	2	0	\$1.91	0	\$0.0000	\$0.0000	2	0	\$1.91	\$0.0000
<b>Total Street Light Only</b>	<b>15</b>	<b>0</b>	<b>\$15.67</b>	<b>0</b>	<b>\$0.0000</b>	<b>\$0.0000</b>	<b>15</b>	<b>0</b>	<b>\$15.66</b>	<b>\$0.0000</b>
<b>TOTAL CONSUMPTION &amp; DEMAND</b>	<b>6,068</b>	<b>14,586,566</b>	<b>\$1,667,129.74</b>	<b>22,573</b>	<b>\$0.1143</b>	<b>\$0.1171</b>	<b>6,063</b>	<b>14,197,470</b>	<b>\$1,525,215.25</b>	<b>\$0.1074</b>



<b>BILLING SUMMARY AND</b>																
<b>2022 - OCTOBER BILLING WITH AUGU</b>																
	Nov-21				Dec-21				Jan-22				Feb-22			
Class and/or Schedule	# of Bills	Nov-21 (kWh Usage)	Nov-21 Billed	Cost / kWh For Month	# of Bills	Dec-21 (kWh Usage)	Dec-21 Billed	Cost / kWh For Month	# of Bills	Jan-22 (kWh Usage)	Jan-22 Billed	Cost / kWh For Month	# of Bills	Feb-22 (kWh Usage)	Feb-22 Billed	Cost / kWh For Month
Residential (Dom-In)	3,428	2,082,463	\$244,434.73	\$0.1174	3,427	1,869,765	\$231,933.25	\$0.1240	3,433	2,092,664	\$269,470.14	\$0.1288	3,426	2,370,678	\$295,326.35	\$0.1246
Residential (Dom-In) w/Ecosmart	6	2,745	\$331.08	\$0.1206	6	2,289	\$294.75	\$0.1288	5	2,264	\$299.25	\$0.1322	5	2,352	\$302.61	\$0.1287
Residential (Dom-In - All Electric)	639	358,136	\$42,334.53	\$0.1182	654	421,249	\$51,540.91	\$0.1224	653	589,827	\$74,056.45	\$0.1256	653	721,055	\$87,473.42	\$0.1213
Res. (Dom-In - All Elec.) w/Ecosmart	1	630	\$73.72	\$0.1170	1	625	\$76.67	\$0.1227	1	581	\$75.10	\$0.1293	1	478	\$61.40	\$0.1285
<b>Total Residential (Domestic)</b>	<b>4,074</b>	<b>2,443,974</b>	<b>\$287,174.06</b>	<b>\$0.1175</b>	<b>4,088</b>	<b>2,293,928</b>	<b>\$283,845.58</b>	<b>\$0.1237</b>	<b>4,092</b>	<b>2,685,336</b>	<b>\$343,900.94</b>	<b>\$0.1281</b>	<b>4,085</b>	<b>3,094,563</b>	<b>\$383,163.78</b>	<b>\$0.1238</b>
Residential (Rural-Out)	811	661,597	\$82,346.83	\$0.1245	808	692,541	\$89,633.45	\$0.1294	806	764,980	\$102,627.67	\$0.1342	806	909,599	\$117,737.46	\$0.1294
Residential (Rural-Out) w/Ecosmart	4	2,808	\$355.05	\$0.1264	4	2,934	\$385.49	\$0.1314	4	2,736	\$378.26	\$0.1383	4	3,286	\$436.32	\$0.1328
Residential (Rural-Out - All Electric)	357	324,351	\$39,965.13	\$0.1232	358	364,023	\$46,444.38	\$0.1276	358	422,365	\$55,785.97	\$0.1321	359	519,789	\$66,253.24	\$0.1275
Res. (Rural-Out - All Electric) w/Ecosmart	2	1,094	\$142.74	\$0.1305	2	1,871	\$240.31	\$0.1284	2	2,416	\$318.68	\$0.1319	2	2,912	\$371.23	\$0.1275
Residential (Rural-Out w/Dmd)	15	13,468	\$1,659.83	\$0.1232	15	65,202	\$7,796.69	\$0.1196	15	106,601	\$13,279.09	\$0.1246	15	130,055	\$15,755.67	\$0.1211
Residential (Rural-Out - All Electric w/Dmd)	9	6,958	\$870.52	\$0.1251	9	10,857	\$1,367.21	\$0.1259	9	18,961	\$2,430.13	\$0.1282	9	10,711	\$1,381.26	\$0.1290
<b>Total Residential (Rural)</b>	<b>1,198</b>	<b>1,010,276</b>	<b>\$125,340.10</b>	<b>\$0.1241</b>	<b>1,196</b>	<b>1,137,428</b>	<b>\$145,867.53</b>	<b>\$0.1282</b>	<b>1,194</b>	<b>1,318,059</b>	<b>\$174,819.80</b>	<b>\$0.1326</b>	<b>1,195</b>	<b>1,576,352</b>	<b>\$201,935.18</b>	<b>\$0.1281</b>
Commercial (1 Ph-In - No Dmd)	81	32,942	\$5,104.41	\$0.1550	79	34,894	\$5,518.13	\$0.1581	79	38,830	\$6,259.94	\$0.1612	78	41,787	\$6,525.38	\$0.1562
Commercial (1 Ph-Out - No Dmd)	50	9,111	\$1,742.52	\$0.1913	50	11,215	\$2,068.29	\$0.1844	50	12,148	\$2,261.20	\$0.1861	50	12,801	\$2,312.59	\$0.1807
<b>Total Commercial (1 Ph) No Dmd</b>	<b>131</b>	<b>42,053</b>	<b>\$6,846.93</b>	<b>\$0.1628</b>	<b>129</b>	<b>46,109</b>	<b>\$7,586.42</b>	<b>\$0.1645</b>	<b>129</b>	<b>50,978</b>	<b>\$8,521.14</b>	<b>\$0.1672</b>	<b>128</b>	<b>54,588</b>	<b>\$8,837.97</b>	<b>\$0.1619</b>
Commercial (1 Ph-In - w/Demand)	259	296,064	\$42,657.99	\$0.1441	258	255,321	\$39,279.78	\$0.1538	263	250,009	\$39,354.03	\$0.1574	262	269,652	\$40,916.05	\$0.1517
Commercial (1 Ph-Out - w/Demand)	24	41,944	\$5,519.26	\$0.1316	24	38,177	\$5,312.26	\$0.1391	24	42,581	\$6,180.88	\$0.1452	24	40,796	\$5,755.90	\$0.1411
<b>Total Commercial (1 Ph) w/Demand</b>	<b>283</b>	<b>338,008</b>	<b>\$48,177.25</b>	<b>\$0.1425</b>	<b>282</b>	<b>293,498</b>	<b>\$44,592.04</b>	<b>\$0.1519</b>	<b>287</b>	<b>292,590</b>	<b>\$45,534.91</b>	<b>\$0.1556</b>	<b>286</b>	<b>310,448</b>	<b>\$46,671.95</b>	<b>\$0.1503</b>
Commercial (3 Ph-Out - No Dmd)	2	40	\$41.02	\$1.0255	2	40	\$41.24	\$1.0310	2	11,840	\$1,651.26	\$0.1395	2	16,120	\$2,185.83	\$0.1356
<b>Total Commercial (3 Ph) No Dmd</b>	<b>2</b>	<b>40</b>	<b>\$41.02</b>	<b>\$1.0255</b>	<b>2</b>	<b>40</b>	<b>\$41.24</b>	<b>\$1.0310</b>	<b>2</b>	<b>11,840</b>	<b>\$1,651.26</b>	<b>\$0.1395</b>	<b>2</b>	<b>16,120</b>	<b>\$2,185.83</b>	<b>\$0.1356</b>
Commercial (3 Ph-In - w/Demand)	218	2,063,203	\$255,918.30	\$0.1240	217	1,721,749	\$225,471.25	\$0.1310	218	1,607,951	\$219,724.02	\$0.1366	218	1,660,780	\$220,105.95	\$0.1325
Commercial (3 Ph-Out - w/Demand)	37	315,992	\$40,513.47	\$0.1282	37	433,544	\$55,170.21	\$0.1273	37	404,346	\$54,006.94	\$0.1336	37	289,726	\$38,769.83	\$0.1338
Commercial (3 Ph-Out - w/Dmd.&Sub-St.)	3	89,200	\$10,559.76	\$0.1184	3	82,560	\$10,124.46	\$0.1226	3	80,000	\$10,309.19	\$0.1289	3	95,760	\$11,961.34	\$0.1249
Commercial (3 Ph-In - w/Demand, No Tax)	1	7,960	\$943.24	\$0.1185	1	2,560	\$396.92	\$0.1550	1	1,240	\$178.35	\$0.1438	1	1,320	\$181.10	\$0.1372
Commercial (3 Ph-In - w/Dmd.&Sub-St.C)	1	147,360	\$16,373.03	\$0.1111	1	143,040	\$16,632.64	\$0.1163	1	136,320	\$16,651.13	\$0.1221	1	121,440	\$14,637.81	\$0.1205
<b>Total Commercial (3 Ph) w/Demand</b>	<b>260</b>	<b>2,623,715</b>	<b>\$324,307.80</b>	<b>\$0.1236</b>	<b>259</b>	<b>2,383,453</b>	<b>\$307,795.48</b>	<b>\$0.1291</b>	<b>260</b>	<b>2,229,857</b>	<b>\$300,869.63</b>	<b>\$0.1349</b>	<b>260</b>	<b>2,169,026</b>	<b>\$285,656.03</b>	<b>\$0.1317</b>
Large Power (In - w/Dmd & Rot)	14	2,079,714	\$196,908.13	\$0.0947	14	1,985,158	\$196,046.77	\$0.0988	14	1,817,810	\$194,183.93	\$0.1068	14	1,692,314	\$182,005.92	\$0.1075
Large Power (In - w/Dmd & Rct, w/SbCr)	2	905,112	\$81,990.05	\$0.0906	2	964,979	\$92,554.03	\$0.0959	2	928,978	\$95,194.13	\$0.1025	2	859,065	\$86,069.60	\$0.1002
Large Power (Out - w/Dmd & Rct, w/SbCr)	1	235,381	\$27,414.46	\$0.1165	1	285,706	\$32,979.35	\$0.1154	1	254,207	\$30,929.19	\$0.1217	1	241,403	\$27,510.53	\$0.1140
Large Power (In - w/Dmd & Rct, w/SbCr)	2	93,586	\$12,165.67	\$0.1300	2	100,341	\$9,503.46	\$0.0947	2	91,430	\$9,498.37	\$0.1039	2	150,230	\$5,848.96	\$0.0389
<b>Total Large Power</b>	<b>19</b>	<b>3,313,793</b>	<b>\$318,478.31</b>	<b>\$0.0961</b>	<b>19</b>	<b>3,336,184</b>	<b>\$331,083.61</b>	<b>\$0.0992</b>	<b>19</b>	<b>3,092,425</b>	<b>\$329,805.62</b>	<b>\$0.1066</b>	<b>19</b>	<b>2,943,012</b>	<b>\$301,435.01</b>	<b>\$0.1024</b>
Industrial (In - w/Dmd & Rct, w/SbCr)	1	775,369	\$69,908.02	\$0.0902	1	828,290	\$77,805.37	\$0.0939	1	774,707	\$79,349.60	\$0.1024	1	704,007	\$71,887.25	\$0.1021
Industrial (In - w/Dmd & Rct, No/SbCr)	1	974,509	\$85,414.74	\$0.0876	1	1,124,441	\$101,900.31	\$0.0906	1	1,029,537	\$101,097.69	\$0.0982	1	944,746	\$90,674.81	\$0.0960
<b>Total Industrial</b>	<b>2</b>	<b>1,749,878</b>	<b>\$155,322.76</b>	<b>\$0.0888</b>	<b>2</b>	<b>1,952,731</b>	<b>\$179,705.68</b>	<b>\$0.0920</b>	<b>2</b>	<b>1,804,244</b>	<b>\$180,446.29</b>	<b>\$0.1000</b>	<b>2</b>	<b>1,648,753</b>	<b>\$162,562.06</b>	<b>\$0.0986</b>
Interdepartmental (In - No Dmd)	9	21,368	\$2,740.35	\$0.1282	9	22,155	\$2,878.26	\$0.1299	10	28,201	\$3,752.72	\$0.1331	9	40,165	\$5,012.69	\$0.1248
Interdepartmental (Out - w/Dmd)	2	816	\$126.40	\$0.1549	2	808	\$129.87	\$0.1607	2	696	\$119.31	\$0.1714	2	733	\$122.15	\$0.1666
Interdepartmental (In - w/Dmd)	27	19,621	\$2,786.31	\$0.1420	27	46,153	\$6,360.34	\$0.1378	28	55,273	\$7,885.43	\$0.1427	28	74,754	\$10,313.92	\$0.1380
Interdepartmental (3Ph-In - w/Dmd)	11	146,600	\$18,532.87	\$0.1264	11	170,036	\$22,206.29	\$0.1306	12	182,778	\$23,879.10	\$0.1306	12	209,220	\$26,131.56	\$0.1249
Interdepartmental (Street Lights)	6	30,685	\$2,950.80	\$0.0962	6	30,685	\$2,967.93	\$0.0967	6	30,685	\$2,961.57	\$0.0965	6	30,685	\$2,963.94	\$0.0966
Interdepartmental (Traffic Signals)	8	1,205	\$111.43	\$0.0925	8	1,322	\$122.23	\$0.0925	8	1,131	\$104.59	\$0.0925	8	1,249	\$115.51	\$0.0925
Generators (JV2 Power Cost Only)	1	14,654	\$560.66	\$0.0383	1	20,335	\$1,191.22	\$0.0586	1	12,411	\$768.99	\$0.0620	1	21,411	\$762.66	\$0.0356
Generators (JV5 Power Cost Only)	0	0	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000
<b>Total Interdepartmental</b>	<b>64</b>	<b>234,949</b>	<b>\$27,808.82</b>	<b>\$0.1184</b>	<b>64</b>	<b>291,494</b>	<b>\$35,856.14</b>	<b>\$0.1230</b>	<b>67</b>	<b>311,175</b>	<b>\$39,471.71</b>	<b>\$0.1268</b>	<b>66</b>	<b>378,217</b>	<b>\$45,422.43</b>	<b>\$0.1201</b>
<b>SUB-TOTAL CONSUMPTION &amp; DEMAND</b>	<b>6,033</b>	<b>11,756,686</b>	<b>\$1,293,497.05</b>	<b>\$0.1100</b>	<b>6,041</b>	<b>11,734,865</b>	<b>\$1,336,373.72</b>	<b>\$0.1139</b>	<b>6,052</b>	<b>11,796,504</b>	<b>\$1,425,021.30</b>	<b>\$0.1208</b>	<b>6,043</b>	<b>12,191,079</b>	<b>\$1,437,870.24</b>	<b>\$0.1179</b>
Street Lights (In)	13	0	\$13.76	\$0.0000	13	0	\$13.91	\$0.0000	13	0	\$13.76	\$0.0000	13	0	\$13.75	\$0.0000
Street Lights (Out)	2	0	\$1.91	\$0.0000	2	0	\$1.91	\$0.0000	2	0	\$1.92	\$0.0000	2	0	\$1.91	\$0.0000
<b>Total Street Light Only</b>	<b>15</b>	<b>0</b>	<b>\$15.67</b>	<b>\$0.0000</b>	<b>15</b>	<b>0</b>	<b>\$15.82</b>	<b>\$0.0000</b>	<b>15</b>	<b>0</b>	<b>\$15.68</b>	<b>\$0.0000</b>	<b>15</b>	<b>0</b>	<b>\$15.66</b>	<b>\$0.0000</b>
<b>TOTAL CONSUMPTION &amp; DEMAND</b>	<b>6,048</b>	<b>11,756,686</b>	<b>\$1,293,512.72</b>	<b>\$0.1100</b>	<b>6,056</b>	<b>11,734,865</b>	<b>\$1,336,389.54</b>	<b>\$0.1139</b>	<b>6,067</b>	<b>11,796,504</b>	<b>\$1,425,036.98</b>	<b>\$0.1208</b>	<b>6,058</b>	<b>12,191,079</b>	<b>\$1,437,885.90</b>	<b>\$0.1179</b>

<b>BILLING SUMMARY AND</b>																
<b>2022 - OCTOBER BILLING WITH AUGU</b>																
	Mar-22					Apr-22				May-22					Jun-22	
Class and/or Schedule	# of Bills	Mar-22 (kWh Usage)	Mar-22 Billed	Cost / kWh For Month	# of Bills	Apr-22 (kWh Usage)	Apr-22 Billed	Cost / kWh For Month	# of Bills	May-22 (kWh Usage)	May-22 Billed	Cost / kWh For Month	# of Bills	Jun-22 (kWh Usage)	Jun-22 Billed	Cost / kWh For Month
Residential (Dom-In)	3,437	2,404,340	\$290,833.61	\$0.1210	3,433	2,149,232	\$261,077.25	\$0.1215	3,436	1,834,534	\$239,521.63	\$0.1306	3,433	1,806,656	\$238,049.09	\$0.1318
Residential (Dom-In) w/Ecosmart	5	2,265	\$284.58	\$0.1256	5	2,076	\$262.31	\$0.1264	5	2,259	\$299.57	\$0.1326	5	2,551	\$337.14	\$0.1322
Residential (Dom-In - All Electric)	647	861,011	\$100,615.41	\$0.1169	653	697,240	\$81,920.90	\$0.1175	655	527,792	\$66,908.18	\$0.1268	650	431,573	\$55,866.75	\$0.1294
Res. (Dom-In - All Elec. w/Ecosmart)	1	561	\$69.06	\$0.1231	1	546	\$67.10	\$0.1229	1	442	\$58.75	\$0.1329	1	503	\$66.56	\$0.1323
<b>Total Residential (Domestic)</b>	<b>4,090</b>	<b>3,268,177</b>	<b>\$391,802.66</b>	<b>\$0.1199</b>	<b>4,092</b>	<b>2,849,094</b>	<b>\$343,327.56</b>	<b>\$0.1205</b>	<b>4,097</b>	<b>2,365,027</b>	<b>\$306,788.13</b>	<b>\$0.1297</b>	<b>4,089</b>	<b>2,241,283</b>	<b>\$294,319.54</b>	<b>\$0.1313</b>
Residential (Rural-Out)	806	972,758	\$121,916.22	\$0.1253	803	791,084	\$100,247.66	\$0.1267	804	720,415	\$97,386.42	\$0.1352	808	631,405	\$87,084.41	\$0.1379
Residential (Rural-Out) w/Ecosmart	4	3,460	\$445.19	\$0.1287	4	2,581	\$340.94	\$0.1321	4	2,481	\$347.72	\$0.1402	4	2,343	\$333.14	\$0.1422
Residential (Rural-Out - All Electric)	360	584,553	\$71,997.58	\$0.1232	358	452,648	\$56,334.15	\$0.1245	359	400,926	\$53,308.52	\$0.1330	359	332,487	\$45,190.01	\$0.1359
Res. (Rural-Out - All Electric) w/Ecosmar	2	3,404	\$418.62	\$0.1230	2	2,789	\$345.19	\$0.1238	2	2,399	\$317.55	\$0.1324	2	1,813	\$246.83	\$0.1361
Residential (Rural-Out w/Dmd)	15	43,783	\$5,263.42	\$0.1202	15	30,180	\$3,661.73	\$0.1213	15	24,852	\$3,227.32	\$0.1299	15	23,411	\$3,074.09	\$0.1313
Residential (Rural-Out - All Electric w/Dmd)	9	8,818	\$1,122.58	\$0.1273	8	7,467	\$950.67	\$0.1273	8	6,841	\$928.51	\$0.1357	8	6,210	\$856.92	\$0.1380
<b>Total Residential (Rural)</b>	<b>1,196</b>	<b>1,616,776</b>	<b>\$201,163.61</b>	<b>\$0.1244</b>	<b>1,190</b>	<b>1,286,749</b>	<b>\$161,880.34</b>	<b>\$0.1258</b>	<b>1,192</b>	<b>1,157,914</b>	<b>\$155,516.04</b>	<b>\$0.1343</b>	<b>1,196</b>	<b>997,669</b>	<b>\$136,785.40</b>	<b>\$0.1371</b>
Commercial (1 Ph-In - No Dmd)	78	48,977	\$7,311.83	\$0.1493	78	43,688	\$6,602.63	\$0.1511	78	38,229	\$6,180.82	\$0.1617	79	36,648	\$6,016.00	\$0.1642
Commercial (1 Ph-Out - No Dmd)	50	14,091	\$2,435.58	\$0.1728	50	9,982	\$1,895.58	\$0.1899	50	9,241	\$1,868.06	\$0.2021	51	8,619	\$1,804.19	\$0.2093
<b>Total Commercial (1 Ph) No Dmd</b>	<b>128</b>	<b>63,068</b>	<b>\$9,747.41</b>	<b>\$0.1546</b>	<b>128</b>	<b>53,670</b>	<b>\$8,498.21</b>	<b>\$0.1583</b>	<b>128</b>	<b>47,470</b>	<b>\$8,048.88</b>	<b>\$0.1696</b>	<b>130</b>	<b>45,267</b>	<b>\$7,820.19</b>	<b>\$0.1728</b>
Commercial (1 Ph-In - w/Demand)	261	302,351	\$43,988.27	\$0.1455	263	274,144	\$40,625.98	\$0.1482	264	282,496	\$43,577.76	\$0.1543	262	240,391	\$38,973.69	\$0.1621
Commercial (1 Ph-Out - w/Demand)	24	44,374	\$5,977.07	\$0.1347	24	40,663	\$5,574.18	\$0.1371	24	43,043	\$6,169.53	\$0.1433	24	40,669	\$5,907.11	\$0.1452
<b>Total Commercial (1 Ph) w/Demand</b>	<b>285</b>	<b>346,725</b>	<b>\$49,965.34</b>	<b>\$0.1441</b>	<b>287</b>	<b>314,807</b>	<b>\$46,200.16</b>	<b>\$0.1468</b>	<b>288</b>	<b>325,539</b>	<b>\$49,747.29</b>	<b>\$0.1528</b>	<b>286</b>	<b>281,060</b>	<b>\$44,880.80</b>	<b>\$0.1597</b>
Commercial (3 Ph-Out - No Dmd)	2	1,840	\$275.57	\$0.1498	2	600	\$113.82	\$0.1897	2	120	\$52.46	\$0.4372	2	120	\$52.59	\$0.4383
<b>Total Commercial (3 Ph) No Dmd</b>	<b>2</b>	<b>1,840</b>	<b>\$275.57</b>	<b>\$0.1498</b>	<b>2</b>	<b>600</b>	<b>\$113.82</b>	<b>\$0.1897</b>	<b>2</b>	<b>120</b>	<b>\$52.46</b>	<b>\$0.4372</b>	<b>2</b>	<b>120</b>	<b>\$52.59</b>	<b>\$0.4383</b>
Commercial (3 Ph-In - w/Demand)	218	1,762,076	\$225,778.00	\$0.1281	218	1,644,391	\$211,650.33	\$0.1287	218	1,550,181	\$212,017.03	\$0.1368	222	1,580,830	\$219,923.61	\$0.1391
Commercial (3 Ph-Out - w/Demand)	36	328,071	\$42,282.49	\$0.1289	36	277,135	\$35,930.39	\$0.1296	36	243,247	\$33,867.29	\$0.1392	36	219,875	\$31,534.61	\$0.1434
Commercial (3 Ph-Out - w/Dmd.&Sub-St.)	3	113,520	\$13,653.89	\$0.1203	3	106,880	\$12,986.52	\$0.1215	3	129,720	\$16,389.96	\$0.1263	3	144,360	\$18,468.72	\$0.1279
Commercial (3 Ph-In - w/Demand, No Tariff)	1	1,360	\$180.58	\$0.1328	1	1,360	\$179.72	\$0.1321	1	1,200	\$173.72	\$0.1448	1	1,360	\$193.85	\$0.1425
Commercial (3 Ph-In - w/Dmd.&Sub-St.C)	1	121,920	\$14,265.49	\$0.1170	1	105,600	\$12,435.41	\$0.1178	1	126,720	\$15,579.47	\$0.1229	1	120,000	\$14,879.25	\$0.1240
<b>Total Commercial (3 Ph) w/Demand</b>	<b>259</b>	<b>2,326,947</b>	<b>\$296,160.45</b>	<b>\$0.1273</b>	<b>259</b>	<b>2,135,366</b>	<b>\$273,182.37</b>	<b>\$0.1279</b>	<b>259</b>	<b>2,051,068</b>	<b>\$278,027.47</b>	<b>\$0.1356</b>	<b>263</b>	<b>2,066,425</b>	<b>\$285,000.04</b>	<b>\$0.1379</b>
Large Power (In - w/Dmd & Rct)	14	1,957,121	\$191,916.55	\$0.0981	14	1,777,337	\$181,549.78	\$0.1021	14	1,749,970	\$192,161.06	\$0.1098	14	1,938,738	\$212,555.38	\$0.1096
Large Power (In - w/Dmd & Rct, w/SbCr)	2	930,878	\$91,181.64	\$0.0980	2	742,000	\$74,554.88	\$0.1005	2	739,657	\$78,271.01	\$0.1058	2	786,399	\$84,299.90	\$0.1072
Large Power (Out - w/Dmd & Rct, w/SbCr)	1	253,801	\$27,258.51	\$0.1074	1	236,376	\$25,171.28	\$0.1065	1	223,885	\$25,192.07	\$0.1125	1	229,664	\$25,837.83	\$0.1125
Large Power (In - w/Dmd & Rct, w/SbCr)	2	73,370	\$6,538.16	\$0.0891	2	90,243	\$10,998.18	\$0.1219	2	102,188	\$10,214.52	\$0.1000	2	78,460	\$16,879.00	\$0.2151
<b>Total Large Power</b>	<b>19</b>	<b>3,215,170</b>	<b>\$316,894.86</b>	<b>\$0.0986</b>	<b>19</b>	<b>2,845,956</b>	<b>\$292,274.12</b>	<b>\$0.1027</b>	<b>19</b>	<b>2,815,700</b>	<b>\$305,838.66</b>	<b>\$0.1086</b>	<b>19</b>	<b>3,033,261</b>	<b>\$339,572.11</b>	<b>\$0.1119</b>
Industrial (In - w/Dmd & Rct, w/SbCr)	1	911,662	\$85,067.15	\$0.0933	1	748,422	\$72,166.79	\$0.0964	1	804,792	\$82,342.20	\$0.1023	1	793,964	\$80,161.24	\$0.1010
Industrial (In - w/Dmd & Rct, No/SbCr)	1	1,034,091	\$92,499.48	\$0.0895	1	868,416	\$80,783.52	\$0.0930	1	992,604	\$97,689.52	\$0.0984	1	992,761	\$98,609.45	\$0.0993
<b>Total Industrial</b>	<b>2</b>	<b>1,945,753</b>	<b>\$177,566.63</b>	<b>\$0.0913</b>	<b>2</b>	<b>1,616,838</b>	<b>\$152,950.31</b>	<b>\$0.0946</b>	<b>2</b>	<b>1,797,396</b>	<b>\$180,031.72</b>	<b>\$0.1002</b>	<b>2</b>	<b>1,786,725</b>	<b>\$178,770.69</b>	<b>\$0.1001</b>
Interdepartmental (In - No Dmd)	9	45,168	\$5,386.87	\$0.1193	9	35,804	\$4,350.94	\$0.1215	9	29,348	\$3,908.78	\$0.1332	9	23,402	\$3,223.79	\$0.1378
Interdepartmental (Out - w/Dmd)	2	763	\$123.50	\$0.1619	2	660	\$109.75	\$0.1663	2	692	\$119.04	\$0.1720	2	878	\$145.49	\$0.1657
Interdepartmental (In - w/Dmd)	28	87,712	\$11,733.07	\$0.1338	27	54,317	\$7,361.22	\$0.1355	27	47,744	\$6,866.48	\$0.1438	26	27,787	\$4,154.89	\$0.1495
Interdepartmental (3Ph-In - w/Dmd)	12	229,937	\$27,788.50	\$0.1209	12	180,122	\$22,610.67	\$0.1255	12	191,038	\$25,070.61	\$0.1312	12	153,252	\$20,915.68	\$0.1365
Interdepartmental (Street Lights)	6	30,685	\$2,964.71	\$0.0966	6	30,685	\$2,961.57	\$0.0965	6	30,685	\$2,950.80	\$0.0962	6	30,685	\$2,971.73	\$0.0968
Interdepartmental (Traffic Signals)	8	1,281	\$118.44	\$0.0925	8	1,114	\$103.02	\$0.0925	8	1,182	\$109.31	\$0.0925	8	1,185	\$109.56	\$0.0925
Generators (JV2 Power Cost Only)	1	25,992	\$888.15	\$0.0342	1	18,816	\$695.06	\$0.0369	1	19,242	\$3,303.66	\$0.1717	1	14,879	\$1,098.67	\$0.0738
Generators (JV5 Power Cost Only)	0	0	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000
<b>Total Interdepartmental</b>	<b>66</b>	<b>421,538</b>	<b>\$49,003.24</b>	<b>\$0.1162</b>	<b>65</b>	<b>321,518</b>	<b>\$38,192.23</b>	<b>\$0.1188</b>	<b>65</b>	<b>319,931</b>	<b>\$42,328.68</b>	<b>\$0.1323</b>	<b>64</b>	<b>252,068</b>	<b>\$32,619.81</b>	<b>\$0.1294</b>
<b>SUB-TOTAL CONSUMPTION &amp; DEMAND</b>	<b>6,047</b>	<b>13,205,994</b>	<b>\$1,492,579.77</b>	<b>\$0.1130</b>	<b>6,044</b>	<b>11,424,598</b>	<b>\$1,316,619.12</b>	<b>\$0.1152</b>	<b>6,052</b>	<b>10,880,165</b>	<b>\$1,326,379.33</b>	<b>\$0.1219</b>	<b>6,051</b>	<b>10,703,878</b>	<b>\$1,319,821.17</b>	<b>\$0.1233</b>
Street Lights (In)	14	0	\$14.29	\$0.0000	13	0	\$13.76	\$0.0000	13	0	\$13.76	\$0.0000	13	0	\$13.76	\$0.0000
Street Lights (Out)	2	0	\$1.91	\$0.0000	2	0	\$1.91	\$0.0000	2	0	\$1.91	\$0.0000	2	0	\$1.92	\$0.0000
<b>Total Street Light Only</b>	<b>16</b>	<b>0</b>	<b>\$16.20</b>	<b>\$0.0000</b>	<b>15</b>	<b>0</b>	<b>\$15.67</b>	<b>\$0.0000</b>	<b>15</b>	<b>0</b>	<b>\$15.67</b>	<b>\$0.0000</b>	<b>15</b>	<b>0</b>	<b>\$15.68</b>	<b>\$0.0000</b>
<b>TOTAL CONSUMPTION &amp; DEMAND</b>	<b>6,063</b>	<b>13,205,994</b>	<b>\$1,492,595.97</b>	<b>\$0.1130</b>	<b>6,059</b>	<b>11,424,598</b>	<b>\$1,316,634.79</b>	<b>\$0.1152</b>	<b>6,067</b>	<b>10,880,165</b>	<b>\$1,326,395.00</b>	<b>\$0.1219</b>	<b>6,066</b>	<b>10,703,878</b>	<b>\$1,319,836.85</b>	<b>\$0.1233</b>



**BILLING SUMMARY AND****2022 - OCTOBER BILLING WITH AUGU**

Class and/or Schedule	Jul-22 # of Bills	Jul-22 (kWh Usage)	Jul-22 Billed	Cost / kWh For Month	Aug-22 # of Bills	Aug-22 (kWh Usage)	Aug-22 Billed	Cost / kWh For Month	Sep-22 # of Bills	Sep-22 (kWh Usage)	Sep-22 Billed	TOTAL KWH USEAGE PRIOR 12 MO	TOTAL BILLING PRIOR 12 MO	Avg.Cost Per kWh For Period	Avg.Num. of Bills For Period	Avg.Per.% of Bills For Period
Residential (Dom-In)	3,438	2,249,960	\$299,713.95	\$0.1332	3,436	3,095,614	\$391,134.70	\$0.1264	3,431	3,314,563	\$393,414.50	28,697,088	\$3,534,488.08	\$0.1232	3,433	56.6218%
Residential (Dom-In) w/Ecosmart	5	3,382	\$449.50	\$0.1329	5	3,773	\$486.94	\$0.1291	5	4,017	\$481.88	34,942	\$4,386.16	\$0.1255	5	0.0865%
Residential (Dom-In - All Electric)	648	408,532	\$54,562.63	\$0.1336	649	489,888	\$63,222.11	\$0.1291	649	526,150	\$63,077.88	6,552,481	\$799,883.31	\$0.1221	649	10.7037%
Res.(Dom-In - All Elec.) w/Ecosmart	1	749	\$98.91	\$0.1321	1	973	\$123.83	\$0.1273	1	1,025	\$121.31	8,244	\$1,016.89	\$0.1233	1	0.0165%
<b>Total Residential (Domestic)</b>	<b>4,092</b>	<b>2,662,623</b>	<b>\$354,824.99</b>	<b>\$0.1333</b>	<b>4,091</b>	<b>3,590,248</b>	<b>\$454,967.58</b>	<b>\$0.1267</b>	<b>4,086</b>	<b>3,845,755</b>	<b>\$457,095.57</b>	<b>35,292,755</b>	<b>\$4,339,774.44</b>	<b>\$0.1230</b>	<b>4,088</b>	<b>67.4285%</b>
Residential (Rural-Out)	809	733,834	\$102,587.59	\$0.1398	808	895,868	\$120,771.68	\$0.1348	808	973,599	\$122,162.96	9,705,020	\$1,257,371.54	\$0.1296	807	13.3150%
Residential (Rural-Out) w/Ecosmart	4	3,696	\$515.81	\$0.1396	4	4,272	\$577.26	\$0.1351	4	4,571	\$575.51	39,439	\$5,198.13	\$0.1318	4	0.0660%
Residential (Rural-Out - All Electric)	359	340,203	\$47,390.26	\$0.1393	358	422,236	\$56,696.49	\$0.1343	360	457,934	\$57,258.99	5,075,344	\$649,866.74	\$0.1280	359	5.9126%
Res. (Rural-Out - All Electric) w/Ecosmar	2	1,452	\$206.91	\$0.1425	2	1,509	\$209.84	\$0.1391	2	1,622	\$210.08	24,875	\$3,222.45	\$0.1295	2	0.0330%
Residential (Rural-Out w/Dmd)	15	15,053	\$2,086.95	\$0.1386	15	11,779	\$1,631.07	\$0.1385	15	15,442	\$1,958.16	497,873	\$61,516.47	\$0.1236	15	0.2474%
Residential (Rural-Out - All Electric w/Dmd)	8	6,944	\$973.93	\$0.1403	8	7,913	\$1,075.19	\$0.1359	8	9,575	\$1,201.56	109,904	\$14,194.62	\$0.1292	9	0.1402%
<b>Total Residential (Rural)</b>	<b>1,197</b>	<b>1,101,182</b>	<b>\$153,741.45</b>	<b>\$0.1396</b>	<b>1,195</b>	<b>1,343,577</b>	<b>\$180,961.53</b>	<b>\$0.1347</b>	<b>1,197</b>	<b>1,462,743</b>	<b>\$183,367.26</b>	<b>15,452,455</b>	<b>\$1,991,369.95</b>	<b>\$0.1289</b>	<b>1,195</b>	<b>19.7141%</b>
Commercial (1 Ph-In - No Dmd)	80	37,789	\$6,322.69	\$0.1673	83	39,814	\$6,501.32	\$0.1641	83	41,917	\$6,459.80	475,624	\$74,731.32	\$0.1571	80	1.3167%
Commercial (1 Ph-Out - No Dmd)	51	9,071	\$1,899.47	\$0.2094	51	9,536	\$1,937.51	\$0.2032	52	9,886	\$1,912.99	125,530	\$23,943.43	\$0.1907	50	0.8315%
<b>Total Commercial (1 Ph) No Dmd</b>	<b>131</b>	<b>46,860</b>	<b>\$8,222.16</b>	<b>\$0.1755</b>	<b>134</b>	<b>49,150</b>	<b>\$8,438.83</b>	<b>\$0.1717</b>	<b>135</b>	<b>51,803</b>	<b>\$8,372.79</b>	<b>601,154</b>	<b>\$98,674.75</b>	<b>\$0.1641</b>	<b>130</b>	<b>2.1482%</b>
Commercial (1 Ph-In - w/Demand)	263	270,155	\$45,378.36	\$0.1680	263	334,072	\$52,777.78	\$0.1580	265	379,074	\$55,600.33	3,571,641	\$539,308.75	\$0.1510	262	4.3224%
Commercial (1 Ph-Out - w/Demand)	24	43,013	\$6,467.00	\$0.1503	24	49,412	\$7,103.09	\$0.1438	24	53,355	\$7,147.96	527,980	\$73,473.52	\$0.1392	24	0.3958%
<b>Total Commercial (1 Ph) w/Demand</b>	<b>287</b>	<b>313,168</b>	<b>\$51,845.36</b>	<b>\$0.1656</b>	<b>287</b>	<b>383,484</b>	<b>\$59,880.87</b>	<b>\$0.1561</b>	<b>289</b>	<b>432,429</b>	<b>\$62,748.29</b>	<b>4,099,621</b>	<b>\$612,782.27</b>	<b>\$0.1495</b>	<b>286</b>	<b>4.7183%</b>
Commercial (3 Ph-Out - No Dmd)	2	80	\$47.35	\$0.5919	2	40	\$41.56	\$1.0390	2	40	\$41.22	30,960	\$4,589.72	\$0.1482	2	0.0330%
<b>Total Commercial (3 Ph) No Dmd</b>	<b>2</b>	<b>80</b>	<b>\$47.35</b>	<b>\$0.5919</b>	<b>2</b>	<b>40</b>	<b>\$41.56</b>	<b>\$1.0390</b>	<b>2</b>	<b>40</b>	<b>\$41.22</b>	<b>30,960</b>	<b>\$4,589.72</b>	<b>\$0.1482</b>	<b>2</b>	<b>0.0330%</b>
Commercial (3 Ph-In - w/Demand)	221	1,707,063	\$243,057.13	\$0.1424	223	1,942,106	\$267,665.93	\$0.1378	220	2,144,293	\$275,257.26	21,678,008	\$2,852,834.03	\$0.1316	219	3.6132%
Commercial (3 Ph-Out - w/Demand)	36	247,617	\$35,893.72	\$0.1450	36	298,036	\$41,731.51	\$0.1400	35	1,035,272	\$120,069.86	4,414,106	\$569,409.44	\$0.1290	36	0.5992%
Commercial (3 Ph-Out - w/Dmd.&Sub-St.)	3	127,640	\$16,816.73	\$0.1318	3	221,040	\$27,045.81	\$0.1224	2	80,680	\$9,720.39	1,371,920	\$169,571.17	\$0.1236	3	0.0481%
Commercial (3 Ph-In - w/Demand, No Ta)	1	1,840	\$343.70	\$0.1868	1	5,160	\$728.16	\$0.1411	1	7,960	\$988.81	42,680	\$5,551.51	\$0.1301	1	0.0165%
Commercial (3 Ph-In - w/Dmd.&Sub-St.C)	1	133,440	\$17,038.06	\$0.1277	1	136,320	\$16,970.43	\$0.1245	1	139,200	\$16,157.10	1,583,040	\$188,071.11	\$0.1188	1	0.0165%
<b>Total Commercial (3 Ph) w/Demand</b>	<b>262</b>	<b>2,217,600</b>	<b>\$313,149.34</b>	<b>\$0.1412</b>	<b>264</b>	<b>2,602,662</b>	<b>\$354,141.84</b>	<b>\$0.1361</b>	<b>259</b>	<b>3,407,405</b>	<b>\$422,193.42</b>	<b>29,089,754</b>	<b>\$3,785,437.26</b>	<b>\$0.1301</b>	<b>260</b>	<b>4.2936%</b>
Large Power (In - w/Dmd & Rct)	14	1,999,569	\$228,072.04	\$0.1141	14	2,001,693	\$221,706.41	\$0.1108	14	2,129,228	\$215,783.28	23,270,838	\$2,410,380.97	\$0.1036	14	0.2309%
Large Power (In - w/Dmd & Rct, w/SbCr)	2	763,301	\$85,040.60	\$0.1114	2	772,584	\$82,024.70	\$0.1062	2	834,791	\$79,890.11	10,142,398	\$1,014,183.42	\$0.1000	2	0.0330%
Large Power (Out - w/Dmd & Rct, w/SbCr)	1	205,897	\$25,441.16	\$0.1236	1	182,168	\$23,354.29	\$0.1282	1	178,343	\$21,616.83	2,691,909	\$312,828.40	\$0.1162	1	0.0165%
Large Power (In - w/Dmd & Rct, w/SbCr)	2	57,722	\$15,130.12	\$0.2621	2	76,974	\$7,873.78	\$0.1023	2	76,974	\$7,244.38	1,074,308	\$125,777.44	\$0.1171	2	0.0330%
<b>Total Large Power</b>	<b>19</b>	<b>3,026,489</b>	<b>\$353,683.92</b>	<b>\$0.1169</b>	<b>19</b>	<b>3,033,419</b>	<b>\$334,959.18</b>	<b>\$0.1104</b>	<b>19</b>	<b>3,219,336</b>	<b>\$324,534.60</b>	<b>37,179,453</b>	<b>\$3,863,170.23</b>	<b>\$0.1039</b>	<b>19</b>	<b>0.3134%</b>
Industrial (In - w/Dmd & Rct, w/SbCr)	1	796,040	\$83,301.23	\$0.1046	1	799,135	\$81,907.94	\$0.1025	1	890,353	\$82,143.13	9,631,073	\$934,802.37	\$0.0971	1	0.0165%
Industrial (In - w/Dmd & Rct, No/SbCr)	1	1,011,239	\$101,688.59	\$0.1005	1	926,100	\$93,313.31	\$0.1008	1	1,011,177	\$94,061.70	11,935,637	\$1,124,871.97	\$0.0942	1	0.0165%
<b>Total Industrial</b>	<b>2</b>	<b>1,807,279</b>	<b>\$184,989.82</b>	<b>\$0.1023</b>	<b>2</b>	<b>1,725,235</b>	<b>\$175,221.25</b>	<b>\$0.1016</b>	<b>2</b>	<b>1,901,530</b>	<b>\$176,204.83</b>	<b>21,566,710</b>	<b>\$2,059,674.34</b>	<b>\$0.0955</b>	<b>2</b>	<b>0.0330%</b>
Interdepartmental (In - No Dmd)	9	23,498	\$3,423.53	\$0.1457	9	27,853	\$3,981.31	\$0.1429	9	23,640	\$3,105.13	347,140	\$45,004.83	\$0.1296	9	0.1498%
Interdepartmental (Out - w/Dmd)	2	976	\$162.59	\$0.1666	2	880	\$146.39	\$0.1664	2	986	\$152.61	9,779	\$1,590.45	\$0.1626	2	0.0330%
Interdepartmental (In - w/Dmd)	26	20,950	\$3,286.85	\$0.1569	27	21,653	\$3,334.82	\$0.1540	26	24,661	\$3,527.26	504,830	\$70,903.61	\$0.1405	27	0.4453%
Interdepartmental (3Ph-In - w/Dmd)	12	145,376	\$20,782.88	\$0.1430	12	163,284	\$21,852.66	\$0.1338	12	171,672	\$21,753.17	2,120,398	\$272,127.60	\$0.1283	12	0.1938%
Interdepartmental (Street Lights)	6	30,685	\$2,963.94	\$0.0966	6	30,685	\$2,963.08	\$0.0966	6	30,685	\$2,951.66	368,220	\$35,539.54	\$0.0965	6	0.0990%
Interdepartmental (Traffic Signals)	8	1,225	\$113.25	\$0.0924	8	1,190	\$110.02	\$0.0925	8	1,312	\$121.32	14,659	\$1,355.45	\$0.0925	8	0.1319%
Generators (JV2 Power Cost Only)	1	14,006	\$1,080.42	\$0.0771	1	12,569	\$664.02	\$0.0528	1	12,569	\$944.94	197,843	\$12,443.71	\$0.0629	1	0.0165%
Generators (JV5 Power Cost Only)	0	0	\$0.00	\$0.0000	0	0	\$0.00	\$0.0000	0	0	\$0.00	0	\$0.00	\$0.0000	0	0.0000%
<b>Total Interdepartmental</b>	<b>64</b>	<b>236,716</b>	<b>\$31,813.46</b>	<b>\$0.1344</b>	<b>65</b>	<b>258,114</b>	<b>\$33,052.30</b>	<b>\$0.1281</b>	<b>64</b>	<b>265,525</b>	<b>\$32,556.09</b>	<b>3,562,869</b>	<b>\$438,965.19</b>	<b>\$0.1232</b>	<b>65</b>	<b>1.0693%</b>
<b>SUB-TOTAL CONSUMPTION &amp; DEMAND</b>	<b>6,056</b>	<b>11,411,997</b>	<b>\$1,452,297.85</b>	<b>\$0.1273</b>	<b>6,059</b>	<b>12,985,929</b>	<b>\$1,601,664.94</b>	<b>\$0.1233</b>	<b>6,053</b>	<b>14,586,566</b>	<b>\$1,667,114.07</b>	<b>146,875,731</b>	<b>\$17,194,438.15</b>	<b>\$0.1171</b>	<b>6,048</b>	<b>99.7512%</b>
Street Lights (In)	13	0	\$13.76	\$0.0000	13	0	\$13.76	\$0.0000	13	0	\$13.76	0	\$165.78	\$0.0000	13	0.2158%
Street Lights (Out)	2	0	\$1.92	\$0.0000	2	0	\$1.91	\$0.0000	2	0	\$1.91	0	\$22.95	\$0.0000	2	0.0330%
<b>Total Street Light Only</b>	<b>15</b>	<b>0</b>	<b>\$15.68</b>	<b>\$0.0000</b>	<b>15</b>	<b>0</b>	<b>\$15.67</b>	<b>\$0.0000</b>	<b>15</b>	<b>0</b>	<b>\$15.67</b>	<b>0</b>	<b>\$188.73</b>	<b>\$0.0000</b>	<b>15</b>	<b>0.2488%</b>
<b>TOTAL CONSUMPTION &amp; DEMAND</b>	<b>6,071</b>	<b>11,411,997</b>	<b>\$1,452,313.53</b>	<b>\$0.1273</b>	<b>6,074</b>	<b>12,985,929</b>	<b>\$1,601,680.61</b>	<b>\$0.1233</b>	<b>6,068</b>	<b>14,586,566</b>	<b>\$1,667,129.74</b>	<b>146,875,731</b>	<b>\$17,194,626.88</b>	<b>\$0.1171</b>	<b>6,063</b>	<b>100.0000%</b>

**THE CITY OF NAPOLEON, OHIO  
EFFICIENCY SMART SCHEDULE TO  
MASTER SERVICES AGREEMENT**

WHEREAS, American Municipal Power, Inc. (“AMP”) and the above-named member of AMP (“Municipality”) have entered into a Master Services Agreement, designated as AMP Contract No. C-11-2005-4440, pursuant to which AMP provides certain services to Municipality as set forth in various schedules to the Master Services Agreement (the “Schedules”); and

WHEREAS, AMP and the Vermont Energy Investment Corporation (“VEIC”) entered into an agreement effective January 1, 2017, as amended (collectively, the “ES Agreement”), for VEIC to provide a suite of energy efficiency services (the “Program Services”) designed to lower the total need for higher cost electric generation facilities or purchased power and thereby reduce Municipality’s customers’ bills, to be offered to AMP members (“Subscribing Member Utilities” or “SMUs”); and

WHEREAS, AMP and Municipality entered into a Schedule for Efficiency Smart Services designated as AMP Contract No. 2020-005837-SCHED (the “Prior Schedule”); and

WHEREAS, AMP has provided the Municipality with a copy of the ES Agreement; and

WHEREAS, AMP has offered to enter into this ES Schedule to provide that AMP will agree to obtain and sell to Municipality the energy efficiency services selected by Municipality on Appendix A and described in Appendix B hereto (the “ES Services”) and Municipality will agree to be an SMU;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, it is agreed by and between Municipality and AMP as follows:

**SECTION 1. DEFINITIONS AND EXPLANATIONS OF TERMS**

Terms used but not defined herein shall have the meanings ascribed to them in Exhibit 1 to this Schedule or, if not defined herein or in Exhibit 1 to this Schedule, then in Appendix A of the Master Services Agreement.

## **SECTION 2. REPRESENTATIONS**

Municipality represents to AMP that, as of the date this Schedule was executed by the Municipality:

- (i) Municipality has full legal right and authority to enter into this ES Schedule, to carry out its obligations hereunder and to furnish electric power and energy and related services to its customers; and
- (ii) This ES Schedule has been duly executed and delivered by the appropriate officer or officers of Municipality pursuant to legislative action authorizing or directing the same.

## **SECTION 3. TERM**

A. This ES Schedule shall become effective as of January 1, 2023 (“Effective Date”). After the Effective Date, Municipality’s entitlement to ES Resources shall be governed by this ES Schedule.

B. This ES Schedule shall remain in effect until three (3) years following the Effective Date (the “Initial Term”); *provided, however*, that Municipality shall remain obligated to pay to AMP any charges that shall have accrued hereunder and are unpaid as of such expiration date.

## **SECTION 4. PROVISION OF ES SERVICES**

A. AMP agrees for the term of this ES Schedule to provide to Municipality the ES Services and Municipality agrees to take and pay for those ES Services for the term of this ES Schedule. AMP’s obligations to provide ES Services hereunder are contingent upon, and subject to, the delivery to AMP of ES Services by VEIC in accordance with the ES Agreement or AMP’s ability to secure replacement energy efficiency services in the event of a failure to deliver or default, or declaration of *Force Majeure*, by VEIC, and AMP shall not be liable to Municipality for any failure by AMP to deliver to Municipality its ES Services on account of *Force Majeure* or if an Uncontrollable Force shall have prevented AMP from making such delivery.



B. Municipality specifically agrees that, although the provision of Program Services pursuant to the ES Agreement are intended to be the exclusive source of ES Services, AMP shall, in the event of a failure to deliver or default, or declaration of *Force Majeure*, by VEIC or another contractor, and whether or not such failure or default leads to termination of the ES Agreement, use its best efforts to substitute for actual delivery replacement energy efficiency services.

C. If, and only if, Municipality's selection of ES Services on Appendix A includes a Performance Based Service, the terms of Appendix D, Minimum Performance Guarantees, shall apply.

D. Municipality and AMP acknowledge that the provision of certain Program Services may require the execution of additional agreements between AMP and Municipality, as indicated on Appendix A.

## **SECTION 5. DELIVERY OF SERVICES**

A. Municipality agrees to take and AMP agrees to use its best efforts to deliver to Municipality ES Services in accordance with the terms and conditions of the ES Agreement for the entire term of the Agreement Period, and in accordance with the provisions of this ES Schedule. Municipality's ES Services in each Year during which this ES Schedule is in effect are set forth in Appendix A, which may be modified from time to time by written agreement of AMP and Municipality.

## **SECTION 6. RATES AND CHARGES**

A. AMP shall establish and maintain rates or charges, or any combination thereof, for ES Services made available to Municipality under this ES Schedule. Such rates or charges, or any combination thereof, shall be set forth in the Charge Appendix, Appendix C hereto, and shall provide revenues which, taken together with the revenues received by AMP under the Related ES Schedules and any other ES related revenues under other agreements, grants, settlements or the like ("ES Related Revenues"), are sufficient, but only sufficient, to meet the Revenue Requirements.

B. Municipality's charges in respect of any Month during which AMP has made available to Municipality any ES Services under this ES Schedule (whether or not Municipality

actually accepts delivery thereof) shall be paid by Municipality through rates or charges, or the combination thereof, as set forth in the Charge Appendix and shall, unless Municipality otherwise notifies AMP in writing, be invoiced on Municipality's regular monthly power supply invoice from AMP. Billings pursuant to this ES Schedule shall begin in the second month after the Effective Date.

C. AMP may seek to bid or sell the MW savings from the ES program into any available capacity market during the term of this ES Schedule. Municipality acknowledges that in order for Municipality's MW savings to be included in such bid(s), its customers will be required to assign rights to the MW savings to AMP. In the event that AMP receives proceeds in excess of its administrative expenses incurred in connection with any such bid, such proceeds shall be returned to the Members pursuant to a plan of disbursement approved by the AMP Board of Trustees.

## **SECTION 7. ADDITIONAL COVENANTS OF MUNICIPALITY**

A. Municipality covenants and agrees that it shall take no action the effect of which would be to prevent, hinder or delay AMP from the timely fulfillment of its obligations under this ES Schedule or Master Services Agreement; *provided, however*, that nothing contained herein shall be construed to prevent or restrict Municipality from asserting any rights which it may have against AMP.

B. As noted above, Municipality has been provided with copies of the ES Agreement between AMP and VEIC. Municipality covenants and agrees that Municipality shall use reasonable efforts to comply with all terms and conditions set forth in the ES Agreement, insofar as those terms and conditions apply to Municipality as an SMU. In furtherance of the foregoing, Municipality agrees to:

- (i) Provide electronic data for customer account and usage data on a regular basis to VEIC, including a regular quarterly transfer and occasional individual customer usage updates;
- (ii) Participate in ES public relations (PR) efforts (to extent possible);
- (iii) Facilitate the communication of ES materials within the community;
- (iv) Refer customer inquiries for ES Services to VEIC;

- (v) Receive referrals from VEIC regarding customer issues that are not ES-related; and,
- (vi) If Municipality has subscribed to a Performance Based Service, participate in AMP's Evaluation, Measurement & Verification efforts as needed.

C. Municipality covenants and agrees to use all reasonable efforts to take all lawful actions necessary or convenient to fulfill all of its obligations under this ES Schedule.

D. AMP's liability for any injury or damage that is caused by the actions or omissions of AMP in the provision of any ES Services, is limited to the limits of applicable insurance, excluding umbrella coverage, maintained by AMP, irrespective of whether such damages arise out of negligence, gross negligence, recklessness, intentional acts or omissions, or strict liability, and irrespective of whether the theory of recovery of such damages sounds in tort, contract, or any other legal theory.

Notwithstanding the foregoing, in the event that AMP does not maintain insurance applicable to the aforementioned injury or damage, AMP's liability shall be limited to two times (2x) the amount paid for ES Services hereunder, or \$50,000, whichever is greater.

This Section 7.D shall survive the voluntary or involuntary termination of the Master Services Agreement, this Schedule, or any extension of either. This Section 7.D does not limit or modify in any way Section 18 of the ES Agreement, which requires, among other things, VEIC to indemnify Municipality and its officers, trustees, agents and employees against all claims or suits arising in whole or in part from any act or omission of VEIC or any agent or subcontractor of VEIC in performing work under the ES Agreement, all as set forth more fully therein, except to the extent such claims, suits, or damages arise out of the negligent or wrongful acts or omissions of AMP, Municipality, or their officers, trustees, agents and employees.

## **SECTION 8. RELATIONSHIP TO AND COMPLIANCE WITH OTHER INSTRUMENTS**

It is recognized by Municipality that AMP, in undertaking or causing to be undertaken the financing and administration of ES, must comply with the requirements of the Related ES Schedules, the ES Agreement and other related agreements, decrees, licenses, permits, settlements, regulatory approvals, and the like; it is therefore agreed that this ES Schedule should

be construed in a manner consistent with compliance with the provisions of all such agreements, decrees, licenses, permits, settlements, and regulatory approvals, and Municipality shall use reasonable efforts to assist AMP and VEIC in complying with same.

#### **SECTION 9. MODIFICATION OR AMENDMENT OF THIS SCHEDULE**

Except to the extent otherwise provided herein, with respect to supplements, amendments and modifications in the Appendices, this ES Schedule shall not be amended, modified or otherwise changed except by written instrument executed and delivered by each Party.

#### **SECTION 10. APPLICABLE LAW; CONSTRUCTION**

A. This ES Schedule is made under and shall be governed by the law of the State of Ohio; provided, however, that if Municipality is not domiciled in Ohio, the power and authority of Municipality to enter into this ES Schedule shall be construed in accordance with the laws of Municipality's domicile State or Commonwealth.

B. Headings herein are for convenience only and shall not influence the construction hereof.

#### **SECTION 11. SEVERABILITY**

If any Section, Subsection, Paragraph, Clause or provision or any part thereof of this ES Schedule shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this ES Schedule shall be unaffected by such adjudication and all the remaining provisions of this ES Schedule shall remain in full force and effect as though such Section, Subsection, Paragraph, Clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein and the ES Schedule then interpreted to reflect the intention of the parties to the greatest extent permitted by law.

#### **SECTION 12. SURVIVORSHIP OF OBLIGATIONS**

The termination of this ES Schedule shall not discharge any Party hereto from any obligation that it owes to any other Party under this ES Schedule by reason of any transaction, loss, cost, damage, expense, or liability which shall occur or arise (or the circumstances, events, or basis of which shall occur or arise) prior to such termination. It is the intent of the Parties hereby that any such obligation owed (whether the same shall be known or unknown at the

termination of this ES Schedule or whether the circumstances, events, or basis of the same shall be known or unknown at the termination of this ES Schedule) shall survive the termination of this ES Schedule.

**SECTION 13.           TERMINATION OF PRIOR SCHEDULE**

As of the effective date of this ES Schedule, the Prior Schedule shall terminate with no further action by either Party.

*[Signatures Appear on the Following Page]*

IN WITNESS WHEREOF, the Parties hereto have caused this ES Schedule to be executed by their duly authorized representative.

**CITY OF NAPOLEON, OHIO**

APPROVED AS TO FORM:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Municipal Legal Advisor

Title: \_\_\_\_\_

**AMERICAN MUNICIPAL POWER, INC.**

APPROVED AS TO FORM:

By: \_\_\_\_\_

By: \_\_\_\_\_

Adam Ward  
Senior Vice President Member Services  
& External Affairs

Rachel Gerrick  
Senior Vice President & General Counsel for  
Corporate Affairs

**EXHIBIT 1**  
**TO AMP/MUNICIPALITY EFFICIENCY SMART SCHEDULE**

**DEFINITIONS**

In addition to the words or terms defined in the Efficiency Smart Schedule, the following words and terms, when used in the ES Schedule, shall have the meanings set forth below.

***Appendix*** shall mean any of the appendices attached to this ES Schedule.

***Charge Appendix*** shall mean the listing of charges, and the components thereof, designed to recover the Revenue Requirements associated with the ES Services. The Charge Appendix is attached hereto as Appendix C and may be revised from in accordance with the provisions of Section 6 of this ES Schedule.

***Demand Focus*** shall mean the option provided under the High Performance service which focuses on enhanced MW savings.

***ES Charges*** shall mean the prices set forth in the Charge Appendix.

***ES Related Revenues*** shall have the meaning set forth in Section 6(A) of this ES Schedule.

***ES Schedule*** shall mean this Schedule between Municipality and AMP that is a Schedule to the Master Services Agreement.

***Energy Focus*** shall mean the option provided under the High Performance service which focuses on enhanced MWh savings.

***Force Majeure*** shall mean any event of *Force Majeure* under the ES Agreement.

***Master Services Agreement*** shall mean the contract document titled as such between Municipality and AMP referenced on the cover page of this ES Schedule.

***Month or Monthly*** refers to a calendar month.

***Operating Expenses shall mean the sum of the following:***

- (i) the cost paid to VEIC under the ES Agreements and the cost to AMP of administration of ES, including contributions to any reserve or contingency fund, taxes, the cost of insurance, and costs of compliance with and renewals of all required licenses and permits, legal, engineering, accounting and financial advisory fees and expenses, including repayment of any prudently incurred sums advanced by AMP for such purposes, whether incurred prior to the Effective Date or otherwise;
- (ii) the cost, if any, to AMP to establish and maintain an allowance for working capital related to ES;
- (iii) the cost of measurement, verification and forecasting incurred by AMP in furtherance of or related to ES, and all other costs not otherwise specified or recovered hereunder, but incurred by AMP in connection with the performance of its obligations under this ES Schedule;
- (iv) the costs of defending, compromising, and settling any suits or claims against AMP relating to ES, the ES Schedule or Related ES Schedules or any service rendered from ES and the payment of any judgments or verdicts related thereto; and
- (v) repayment of any prudently incurred sums for expenditures advanced by AMP in connection with any of the costs set forth above, whether incurred prior to the Effective Date or otherwise.

***Party or Parties*** refers to either or both, respectively, Municipality and AMP.

***Performance-Based Services*** means those services designated as such in Appendices A and B hereto.

***Related ES Schedules*** shall mean the ES-related schedules between AMP and other SMU's.

***Revenue Requirements*** shall be the sum of all Operating Expenses, and the repayment with interest of any borrowings by AMP related to the ES program, less any ES Related Revenues, but only to the extent not appropriately allocated directly to individual SMUs.

***Targeted Service*** means those services designated as such in Appendices A and B hereto.



***Uncontrollable Force*** shall mean any cause beyond the control of a Party, including, but not limited to, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, pestilence, war, riot, civil disturbance, labor disturbance, sabotage, restraint or action by court or public authority, and failure of third parties to provide transmission, which by due diligence and foresight such Party, as the case may be, could not reasonably have been expected to avoid and shall include the failure of an energy efficiency Contractor both to perform and to pay amounts due, if any, under the related Agreement.

***Year*** shall mean the twelve-month period commencing at 12:00 a.m. on January 1 of each calendar year; *provided, however*, that the first Year shall commence on the Effective Date set forth in Section 3 and shall expire at 12:00 a.m. on the next succeeding January 1.

Except where the context otherwise requires, words imparting the singular number shall include the plural number and vice versa, and words imparting persons shall include firms, associations, partnerships, public and private corporations, and any other legal entities.

## APPENDIX A SELECTED ES SERVICES

Each of the available Program Services is listed below. Municipality must elect its ES Services by initialing each requested service, completing date-related blanks, and signing below.

### **I. Performance-Based Comprehensive Services**

Initial to Select	Program Service
_____	Enhanced performance-based service @ \$1.65/MWh of annual retail sales for a 3-year term starting _____, 2023
_____	High performance-based service @ \$1.40/MWh of annual retail sales for a 3-year term starting _____, 2023  <i>Select One:</i> _____ Demand Focus option                      _____ Energy Focus option
_____	Basic performance-based service @ \$0.90/MWh of annual retail sales for a 3-year term starting _____, 2023

### **II. Performance-Based C&I Custom Targeted Service**

Initial to Select	Program Service
_____	Custom C&I performance-based service @ \$1.30/MWh of annual commercial and industrial retail sales for a 3-year term starting _____, 2023

Municipality selects each of the ES Services initialed above.

**CITY OF NAPOLEON, OHIO**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **APPENDIX B PROGRAM SERVICES**

***NOTE:** The following is a description of available Program Services as of the Effective Date. Only those services selected by Municipality on Appendix A will be provided pursuant to this ES Schedule.*

### **I. Performance-Based Comprehensive Service**

#### **General Description**

Complete turnkey energy efficiency program services that serve all markets (residential, commercial, industrial, and municipal) with a 3-year contract. A 100% annual MWh savings target and/or a 100% MW savings target are established and guaranteed at 70% of the established target. Services include technical assistance, key account management, marketing, website, incentive processing, reporting, evaluation, measurement, and verification. Initiatives are subject to change but typically will include: large custom commercial and industrial services, business energy rebates, efficient appliance rebates, retail efficient lighting, community outreach services, community service organization partnerships, community-specific delivery strategies.

#### **Service level designations**

1) **Enhanced** - Savings targets set to reduce MWh 0.5% and reduce peak MW 0.6% annually. This service has a minimum requirement of a 10 MW peak (due to the need for sufficient C&I load).

2) **High** - Savings targets set to reduce MWh 0.4% and reduce peak MW 0.4% annually and one of the following options:

- **Energy Focus:** 0.1% additional MWh reduction
- OR -
- **Demand Focus:** 0.2% additional MW reduction

Demand Focus has a minimum requirement of a 10 MW peak (due to the need for sufficient C&I load). SMUs achieving 125% (or more) of their High Performance target are not eligible to select the Basic Performance option in a subsequent contract for a Comprehensive service.

3) **Basic** - Savings target set to reduce MWh by 0.25% annually. SMUs achieving 200% (or more) of their Basic Performance target must choose either the High Performance or Enhanced Performance service in a subsequent contract for a Comprehensive service.

#### **Evaluation, Measurement and Verification (EM&V)**

Efficiency Smart quality control and evaluation, measurement and verification savings protocols are included in the service. AMP also retains an independent, 3rd-party EM&V consultant to verify the program savings on an annual basis.

## **II. Targeted Service**

Targeted service refers to Efficiency Smart Services that are limited to specific markets.

### ***Performance-Based Commercial & Industrial (C&I) Targeted Service***

#### **General Description**

This service is focused on all commercial and industrial customers and includes key account management, customized technical services, third-party proposal analysis and review, financial incentives, promotion, reporting, evaluation, measurement, and verification.

#### **Service level designations**

Reduce MWh sales of all commercial and industrial sectors by 0.5% annually. Includes a performance guarantee and requires a 3-year contract term, as well as annual C&I sales greater than, or equal to, 20,000 MWh.

#### **Evaluation, Measurement and Verification (EM&V)**

Efficiency Smart quality control and evaluation, measurement and verification savings protocols are included in the service. AMP also retains an independent, 3rd-party EM&V consultant to verify the program savings on an annual basis.

## **APPENDIX C**

### **EFFICIENCY SMART CHARGE INDEX**

#### **1. Comprehensive Performance Based Services**

Charges for each year will be calculated by dividing Municipality's annual MWh sales for the last year for which such sales are available by twelve (12) (to arrive at an estimated monthly MWh sales amount) and multiplying that monthly MWh sales amount by the Base Service Charge listed below.

- **Enhanced Performance Comprehensive:** The Base Service Charge for each billing period is One Dollar and Sixty-Five Cents (\$1.65) per MWh of estimated monthly sales.
- **High Performance Comprehensive:** The Base Service Charge for each billing period is One Dollar and Forty Cents (\$1.40) per MWh of estimated monthly sales.
- **Basic Performance Comprehensive:** The Base Service Charge for each billing period is Ninety Cents (\$0.90) per MWh of estimated monthly sales.

#### **1. Targeted Service**

**Performance-Based Custom Commercial and Industrial (C&I) Service.** Charges for each year will be calculated by dividing Municipality's annual C&I MWh sales for the last year for which such sales are available by twelve (12) (to arrive at an estimated monthly MWh sales amount) and multiplying that monthly C&I MWh sales amount by the Base Service Charge of One Dollar and Thirty Cents (\$1.30) per MWh of estimated monthly C&I sales.

#### **2. Exceeding Performance-Based Targets**

The Performance-Based program costs are established at a level to cost-effectively achieve 100% of the targeted MWh and/or MW savings for the SMU within the subscribed Term. As a result, the allocated incentive funds available to the SMU in connection with the Performance-Based Service will be expended when the target is reached. Depending on market opportunities within an SMU, 100% of the Performance-Based Service target may be achieved before the end of a subscribed Term. Without additional funding, payment of

incentives and other offerings may need to be curtailed once savings targets are achieved.

## **APPENDIX D**

### **MINIMUM PERFORMANCE GUARANTEE**

*NOTE: Minimum Performance Guarantee is applicable only if Municipality's ES Services selection in Appendix A includes a Performance-Based Service.*

VEIC will develop and execute a Minimum Performance Guarantee with Municipality. The following process will be used to establish the basis of the Minimum Performance Guarantee for Municipality and determine penalties associated with non-performance.

VEIC will develop an estimate of MWh and/or MW for the Performance Period for Municipality pursuant to a savings target estimating process reviewed by AMP. The minimum performance will be established at 70% of the estimate of MWh and/or MW savings for Municipality.

If at any time either VEIC or Municipality anticipates that the minimum performance will not be achieved due to an inability of VEIC to implement sufficient efficiency programs as a result of specific actions or inactions by Municipality, it shall notify AMP. Upon receipt of such notice, AMP will coordinate a meeting (the "Implementation Meeting") between AMP, VEIC and Municipality to discuss additional implementation opportunities and/or possible modifications to the Minimum Performance Guarantee. At least one (1) of Municipality's elected officials shall participate in the Implementation Meeting. Refusal of Municipality to participate in the Implementation Meeting will result in a termination of the Minimum Performance Guarantee, without further liability by VEIC or AMP.

Upon completion of savings verification for the Performance Period, AMP will determine if Municipality is eligible for a penalty payment due to failure of VEIC to meet the conditions of the Minimum Performance Guarantee. Efforts of both VEIC and Municipality following any Implementation Meeting will be considered as part of the determination process.

Penalty payments will be determined by subtracting the actual MWh and/or MW savings achieved during the Performance Period from the Minimum Performance Amount and multiplying the resulting value by the average cost per MWh and/or MW for Performance Based ES Services during the Performance Period.

If Municipality qualifies for penalty payments it will have the following choice of how to receive the payment: Municipality may elect to roll the value of the penalty payment into the next contract period and receive the equivalent MWh and/or MW savings at no additional cost or elect to receive a cash payment from VEIC in the amount of the penalty payment.

4826-3032-1561, v. 1310  
4826-3032-1561, v. 13



**THE CITY OF NAPOLEON, OHIO  
EFFICIENCY SMART SCHEDULE TO  
MASTER SERVICES AGREEMENT**

WHEREAS, American Municipal Power, Inc. ("AMP") and the above-named member of AMP ("Municipality") have entered into a Master Services Agreement, designated as AMP Contract No. C-11-2005-4440, pursuant to which AMP provides certain services to Municipality as set forth in various schedules to the Master Services Agreement (the "Schedules"); and

WHEREAS, AMP and the Vermont Energy Investment Corporation ("VEIC") entered into an agreement effective January 1, 2017, as amended (collectively, the "ES Agreement"), for VEIC to provide a suite of energy efficiency services (the "Program Services") designed to lower the total need for higher cost electric generation facilities or purchased power and thereby reduce Municipality's customers' bills, to be offered to AMP members ("Subscribing Member Utilities" or "SMUs"); and

WHEREAS, AMP and Municipality entered into a Schedule for Efficiency Smart Services designated as AMP Contract No. C-8-2013-9778 (the "Prior Schedule"); and

WHEREAS, AMP has provided the Municipality with a copy of the ES Agreement; and

WHEREAS, AMP has offered to enter into this ES Schedule to provide that AMP will agree to obtain and sell to Municipality the energy efficiency services selected by Municipality on Appendix A and described in Appendix B hereto (the "ES Services") and Municipality will agree to be an SMU;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, it is agreed by and between Municipality and AMP as follows:

**SECTION 1. DEFINITIONS AND EXPLANATIONS OF TERMS**

Terms used but not defined herein shall have the meanings ascribed to them in Exhibit I to this Schedule or, if not defined herein or in Exhibit I to this Schedule, then in Appendix A of the Master Services Agreement.

## **SECTION 2. REPRESENTATIONS**

Municipality represents to AMP that, as of the date this Schedule was executed by the Municipality:

- (i) Municipality has full legal right and authority to enter into this ES Schedule, to carry out its obligations hereunder and to furnish electric power and energy and related services to its customers; and
- (ii) This ES Schedule has been duly executed and delivered by the appropriate officer or officers of Municipality pursuant to legislative action authorizing or directing the same.

## **SECTION 3. TERM**

A. This ES Schedule shall become effective as of January 1, 2020 ("Effective Date"). After the Effective Date, Municipality's entitlement to ES Resources shall be governed by this ES Schedule.

B. This ES Schedule shall remain in effect until three (3) years following the Effective Date (the "Initial Term"); *provided, however*, that Municipality shall remain obligated to pay to AMP any charges that shall have accrued hereunder and are unpaid as of such expiration date.

## **SECTION 4. PROVISION OF ES SERVICES**

A. AMP agrees for the term of this ES Schedule to provide to Municipality the ES Services and Municipality agrees to take and pay for those ES Services for the term of this ES Schedule. AMP's obligations to provide ES Services hereunder are contingent upon, and subject to, the delivery to AMP of ES Services by VEIC in accordance with the ES Agreement or AMP's ability to secure replacement energy efficiency services in the event of a failure to deliver or default, or declaration of *Force Majeure*, by VEIC, and AMP shall not be liable to Municipality for any failure by AMP to deliver to Municipality its ES Services on account of *Force Majeure* or if an Uncontrollable Force shall have prevented AMP from making such delivery.

B. Municipality specifically agrees that, although the provision of Program Services pursuant to the ES Agreement are intended to be the exclusive source of ES Services, AMP shall, in the event of a failure to deliver or default, or declaration of *Force Majeure*, by VEIC or another contractor, and whether or not such failure or default leads to termination of the ES Agreement, use its best efforts to substitute for actual delivery replacement energy efficiency services.

C. If, and only if, Municipality's selection of ES Services on Appendix A includes a Performance Based Service, the terms of Appendix D, Minimum Performance Guarantees, shall apply.

D. Municipality and AMP acknowledge that the provision of certain Program Services may require the execution of additional agreements between AMP and Municipality, as indicated on Appendix A.

#### **SECTION 5. DELIVERY OF SERVICES**

A. Municipality agrees to take and AMP agrees to use its best efforts to deliver to Municipality ES Services in accordance with the terms and conditions of the ES Agreement for the entire term of the Agreement Period, and in accordance with the provisions of this ES Schedule. Municipality's ES Services in each Year during which this ES Schedule is in effect are set forth in Appendix A, which may be modified from time to time by written agreement of AMP and Municipality.

#### **SECTION 6. RATES AND CHARGES**

A. AMP shall establish and maintain rates or charges, or any combination thereof, for ES Services made available to Municipality under this ES Schedule. Such rates or charges, or any combination thereof, shall be set forth in the Charge Appendix, Appendix C hereto, and shall provide revenues which, taken together with the revenues received by AMP under the Related ES Schedules and any other ES related revenues under other agreements, grants, settlements or the like ("ES Related Revenues"), are sufficient, but only sufficient, to meet the Revenue Requirements.

B. Municipality's charges in respect of any Month during which AMP has made available to Municipality any ES Services under this ES Schedule (whether or not Municipality

- (v) Receive referrals from VEIC regarding customer issues that are not ES-related; and,
- (vi) If Municipality has subscribed to a Performance Based Service, participate in AMP's Evaluation, Measurement & Verification efforts as needed.

C. Municipality covenants and agrees to use all reasonable efforts to take all lawful actions necessary or convenient to fulfill all of its obligations under this ES Schedule.

D. AMP shall not be liable for any injury, loss or damage incurred by Municipality except to the extent caused by AMP's recklessness or willful, wanton, or intentional acts or omissions in provision of the ES Services. Any such liability of AMP is limited to the actual damages incurred by Municipality or Fifty Thousand Dollars (\$50,000), whichever is less, irrespective of whether the theory of recovery of such damages sounds in tort, contract, or any other legal theory.

#### **SECTION 8. RELATIONSHIP TO AND COMPLIANCE WITH OTHER INSTRUMENTS**

It is recognized by Municipality that AMP, in undertaking or causing to be undertaken the financing and administration of ES, must comply with the requirements of the Related ES Schedules, the ES Agreement and other related agreements, decrees, licenses, permits, settlements, regulatory approvals, and the like; it is therefore agreed that this ES Schedule should be construed in a manner consistent with compliance with the provisions of all such agreements, decrees, licenses, permits, settlements, and regulatory approvals, and Municipality shall use reasonable efforts to assist AMP and VEIC in complying with same.

#### **SECTION 9. MODIFICATION OR AMENDMENT OF THIS SCHEDULE**

Except to the extent otherwise provided herein, with respect to supplements, amendments and modifications in the Appendices, this ES Schedule shall not be amended, modified or otherwise changed except by written instrument executed and delivered by each Party.

#### **SECTION 10. APPLICABLE LAW; CONSTRUCTION**

A. This ES Schedule is made under and shall be governed by the law of the State of Ohio; provided, however, that if Municipality is not domiciled in Ohio, the power and authority

of Municipality to enter into this ES Schedule shall be construed in accordance with the laws of Municipality's domicile State or Commonwealth.

B. Headings herein are for convenience only and shall not influence the construction hereof.

**SECTION 11. SEVERABILITY**

If any Section, Subsection, Paragraph, Clause or provision or any part thereof of this ES Schedule shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this ES Schedule shall be unaffected by such adjudication and all the remaining provisions of this ES Schedule shall remain in full force and effect as though such Section, Subsection, Paragraph, Clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein and the ES Schedule then interpreted to reflect the intention of the parties to the greatest extent permitted by law.

**SECTION 12. SURVIVORSHIP OF OBLIGATIONS**

The termination of this ES Schedule shall not discharge any Party hereto from any obligation that it owes to any other Party under this ES Schedule by reason of any transaction, loss, cost, damage, expense, or liability which shall occur or arise (or the circumstances, events, or basis of which shall occur or arise) prior to such termination. It is the intent of the Parties hereby that any such obligation owed (whether the same shall be known or unknown at the termination of this ES Schedule or whether the circumstances, events, or basis of the same shall be known or unknown at the termination of this ES Schedule) shall survive the termination of this ES Schedule.

**SECTION 13. TERMINATION OF PRIOR SCHEDULE**

Upon full execution of this ES Schedule, the Prior Schedule shall terminate with no further action by either Party.

*[Signatures Appear on the Following Page]*

IN WITNESS WHEREOF, the Parties hereto have caused this ES Schedule to be executed by their duly authorized representative.

**CITY OF NAPOLEON, OHIO**

By: 

Name: Joel L. Mazur

Title: City Manager

**APPROVED AS TO FORM:**

By: 

Municipal Legal Advisor

**AMERICAN MUNICIPAL POWER, INC.**

By: 

Jolene Thompson  
Executive Vice President Member Services  
& External Affairs

**APPROVED AS TO FORM:**

By: 

Rachel Gerrick  
Senior Vice President & General Counsel for  
Corporate Affairs

**EXHIBIT 1**  
**TO AMP/MUNICIPALITY EFFICIENCY SMART SCHEDULE**

**DEFINITIONS**

In addition to the words or terms defined in the Efficiency Smart Schedule, the following words and terms, when used in the ES Schedule, shall have the meanings set forth below.

*Appendix* shall mean any of the appendices attached to this ES Schedule.

*Charge Appendix* shall mean the listing of charges, and the components thereof, designed to recover the Revenue Requirements associated with the ES Services. The Charge Appendix is attached hereto as Appendix C and may be revised from in accordance with the provisions of Section 6 of this ES Schedule.

*Demand Focus* shall mean the option provided under the High Performance service which focuses on enhanced MW savings.

*ES Charges* shall mean the prices set forth in the Charge Appendix.

*ES Related Revenues* shall have the meaning set forth in Section 6(A) of this ES Schedule.

*ES Schedule* shall mean this Schedule between Municipality and AMP that is a Schedule to the Master Services Agreement.

*Energy Focus* shall mean the option provided under the High Performance service which focuses on enhanced MWh savings.

*Force Majeure* shall mean any event of *Force Majeure* under the ES Agreement.

*Master Services Agreement* shall mean the contract document titled as such between Municipality and AMP referenced on the cover page of this ES Schedule.

*Month or Monthly* refers to a calendar month.

***Operating Expenses shall mean the sum of the following:***

- (i) the cost paid to VEIC under the ES Agreements and the cost to AMP of administration of ES, including contributions to any reserve or contingency fund, taxes, the cost of insurance, and costs of compliance with and renewals of all required licenses and permits, legal, engineering, accounting and financial advisory fees and expenses, including repayment of any prudently incurred sums advanced by AMP for such purposes, whether incurred prior to the Effective Date or otherwise;
- (ii) the cost, if any, to AMP to establish and maintain an allowance for working capital related to ES;
- (iii) the cost of measurement, verification and forecasting incurred by AMP in furtherance of or related to ES, and all other costs not otherwise specified or recovered hereunder, but incurred by AMP in connection with the performance of its obligations under this ES Schedule;
- (iv) the costs of defending, compromising, and settling any suits or claims against AMP relating to ES, the ES Schedule or Related ES Schedules or any service rendered from ES and the payment of any judgments or verdicts related thereto; and
- (v) repayment of any prudently incurred sums for expenditures advanced by AMP in connection with any of the costs set forth above, whether incurred prior to the Effective Date or otherwise.

***Party or Parties*** refers to either or both, respectively, Municipality and AMP.

***Performance-Based Services*** means those services designated as such in Appendices A and B hereto.

***Related ES Schedules*** shall mean the ES-related schedules between AMP and other SMU's.

***Revenue Requirements*** shall be the sum of all Operating Expenses, and the repayment with interest of any borrowings by AMP related to the ES program, less any ES Related Revenues, but only to the extent not appropriately allocated directly to individual SMUs.

***Targeted Service*** means those services designated as such in Appendices A and B hereto.



***Uncontrollable Force*** shall mean any cause beyond the control of a Party, including, but not limited to, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, pestilence, war, riot, civil disturbance, labor disturbance, sabotage, restraint or action by court or public authority, and failure of third parties to provide transmission, which by due diligence and foresight such Party, as the case may be, could not reasonably have been expected to avoid and shall include the failure of an energy efficiency Contractor both to perform and to pay amounts due, if any, under the related Agreement.

***Year*** shall mean the twelve-month period commencing at 12:00 a.m. on January 1 of each calendar year; *provided, however*, that the first Year shall commence on the Effective Date set forth in Section 3 and shall expire at 12:00 a.m. on the next succeeding January 1.

Except where the context otherwise requires, words imparting the singular number shall include the plural number and vice versa, and words imparting persons shall include firms, associations, partnerships, public and private corporations, and any other legal entities.

## APPENDIX A SELECTED ES SERVICES

Each of the available Program Services is listed below. Municipality must elect its ES Services by initialing each requested service, completing date-related blanks, and signing below.

### I. Performance-Based Comprehensive Services


Initial to Select	Program Service
<u>JM</u>	Enhanced performance-based service @ \$1.65/MWh of annual retail sales for a 3-year term starting <u>Jan. 1<sup>st</sup></u> , 2020
_____	High performance-based service @ \$1.40/MWh of annual retail sales for a 3-year term starting _____, 2020  <i>Select One:</i> _____ Demand Focus option _____ Energy Focus option
_____	Basic performance-based service @ \$0.90/MWh of annual retail sales for a 3-year term starting _____, 2020

### II. Performance-Based C&I Custom Targeted Service

Initial to Select	Program Service
_____	Custom C&I performance-based service @ \$1.30/MWh of annual commercial and industrial retail sales for a 3-year term starting _____, 2020

Municipality selects each of the ES Services initialed above.

**CITY OF NAPOLEON, OHIO**

By: 

Name: Joel L. Mazur

Title: City Manager

## APPENDIX B PROGRAM SERVICES

*NOTE: The following is a description of available Program Services as of the Effective Date. Only those services selected by Municipality on Appendix A will be provided pursuant to this ES Schedule.*

### **I. Performance-Based Comprehensive Service**

#### **General Description**

Complete turnkey energy efficiency program services that serve all markets (residential, commercial, industrial, and municipal) with a 3-year contract. A 100% annual MWh savings target and/or a 100% MW savings target are established and guaranteed at 70% of the established target. Services include technical assistance, key account management, marketing, website, incentive processing, reporting, evaluation, measurement, and verification. Initiatives are subject to change but typically will include: large custom commercial and industrial services, business energy rebates, efficient appliance rebates, retail efficient lighting, community outreach services, community service organization partnerships, community-specific delivery strategies.

#### **Service level designations**

1) **Enhanced** - Savings targets set to reduce MWh 0.5% and reduce peak MW 0.6% annually. This service has a minimum requirement of a 10 MW peak (due to the need for sufficient C&I load).

2) **High** - Savings targets set to reduce MWh 0.4% and reduce peak MW 0.4% annually and one of the following options:

- **Energy Focus:** 0.1% additional MWh reduction
- OR -
- **Demand Focus:** 0.2% additional MW reduction

Demand Focus has a minimum requirement of a 10 MW peak (due to the need for sufficient C&I load). SMUs achieving 125% (or more) of their High Performance target are not eligible to select the Basic Performance option in a subsequent contract for a Comprehensive service.

3) **Basic** - Savings target set to reduce MWh by 0.25% annually. SMUs achieving 200% (or more) of their Basic Performance target must choose either the High Performance or Enhanced Performance service in a subsequent contract for a Comprehensive service.

#### **Evaluation, Measurement and Verification (EM&V)**

Efficiency Smart quality control and evaluation, measurement and verification savings protocols are included in the service. AMP also retains an independent, 3rd-party EM&V consultant to verify the program savings on an annual basis.

## **II. Targeted Service**

Targeted service refers to Efficiency Smart Services that are limited to specific markets.

### ***Performance-Based Commercial & Industrial (C&I) Targeted Service***

#### **General Description**

This service is focused on all commercial and industrial customers and includes key account management, customized technical services, third-party proposal analysis and review, financial incentives, promotion, reporting, evaluation, measurement, and verification.

#### **Service level designations**

Reduce MWh sales of all commercial and industrial sectors by 0.5% annually. Includes a performance guarantee and requires a 3-year contract term, as well as annual C&I sales greater than, or equal to, 20,000 MWh.

#### **Evaluation, Measurement and Verification (EM&V)**

Efficiency Smart quality control and evaluation, measurement and verification savings protocols are included in the service. AMP also retains an independent, 3rd-party EM&V consultant to verify the program savings on an annual basis.

## APPENDIX C EFFICIENCY SMART CHARGE INDEX

### 1. Comprehensive Performance Based Services

Charges for each year will be calculated by dividing Municipality's annual MWh sales for the last year for which such sales are available by twelve (12) (to arrive at an estimated monthly MWh sales amount) and multiplying that monthly MWh sales amount by the Base Service Charge listed below.

- Enhanced Performance Comprehensive: The Base Service Charge for each billing period is One Dollar and Sixty-Five Cents (\$1.65) per MWh of estimated monthly sales.
- High Performance Comprehensive: The Base Service Charge for each billing period is One Dollar and Forty Cents (\$1.40) per MWh of estimated monthly sales.
- Basic Performance Comprehensive: The Base Service Charge for each billing period is Ninety Cents (\$0.90) per MWh of estimated monthly sales.

### 1. Targeted Service

**Performance-Based Custom Commercial and Industrial (C&I) Service.** Charges for each year will be calculated by dividing Municipality's annual C&I MWh sales for the last year for which such sales are available by twelve (12) (to arrive at an estimated monthly MWh sales amount) and multiplying that monthly C&I MWh sales amount by the Base Service Charge of One Dollar and Thirty Cents (\$1.30) per MWh of estimated monthly C&I sales.

### 2. Exceeding Performance-Based Targets

The Performance-Based program costs are established at a level to cost-effectively achieve 100% of the targeted MWh and/or MW savings for the SMU within the subscribed Term. As a result, the allocated incentive funds available to the SMU in connection with the Performance-Based Service will be expended when the target is reached. Depending on market opportunities within an SMU, 100% of the Performance-Based Service target may be achieved before the end of a subscribed Term. Without additional funding, payment of incentives and other offerings may need to be curtailed once savings targets are achieved.

## **APPENDIX D MINIMUM PERFORMANCE GUARANTEE**

*NOTE: Minimum Performance Guarantee is applicable only if Municipality's ES Services selection in Appendix A includes a Performance-Based Service.*

VEIC will develop and execute a Minimum Performance Guarantee with Municipality. The following process will be used to establish the basis of the Minimum Performance Guarantee for Municipality and determine penalties associated with non-performance.

VEIC will develop an estimate of MWh and/or MW for the Performance Period for Municipality pursuant to a savings target estimating process reviewed by AMP. The minimum performance will be established at 70% of the estimate of MWh and/or MW savings for Municipality.

If at any time either VEIC or Municipality anticipates that the minimum performance will not be achieved due to an inability of VEIC to implement sufficient efficiency programs as a result of specific actions or inactions by Municipality, it shall notify AMP. Upon receipt of such notice, AMP will coordinate a meeting (the "Implementation Meeting") between AMP, VEIC and Municipality to discuss additional implementation opportunities and/or possible modifications to the Minimum Performance Guarantee. At least one (1) of Municipality's elected officials shall participate in the Implementation Meeting. Refusal of Municipality to participate in the Implementation Meeting will result in a termination of the Minimum Performance Guarantee, without further liability by VEIC or AMP.

Upon completion of savings verification for the Performance Period, AMP will determine if Municipality is eligible for a penalty payment due to failure of VEIC to meet the conditions of the Minimum Performance Guarantee. Efforts of both VEIC and Municipality following any Implementation Meeting will be considered as part of the determination process.

Penalty payments will be determined by subtracting the actual MWh and/or MW savings achieved during the Performance Period from the Minimum Performance Amount and multiplying the resulting value by the average cost per MWh and/or MW for Performance Based ES Services during the Performance Period.

If Municipality qualifies for penalty payments it will have the following choice of how to receive the payment: Municipality may elect to roll the value of the penalty payment into the next contract period and receive the equivalent MWh and/or MW savings at no additional cost or elect to receive a cash payment from VEIC in the amount of the penalty payment.

4823-6350-0200, v. 2

NOTICE TO LEGISLATIVE  
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL  
6606 TUSSING ROAD, P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005  
(614)644-2360 FAX(614)644-3166

TO

77256400051		TREX		SANEHOLTZ MCKARNS INC	
PERMIT NUMBER		TYPE		DBA NEPOLEON MAIN STOP	
06	01	2022			
ISSUE DATE					
10	03	2022			
FILING DATE					
C1	C2				
PERMIT CLASSES					
35	088	A	F28537		
TAX DISTRICT		RECEIPT NO.			

FROM 10/05/2022 SAFEKEEPING

77256400050				SANEHOLTZ MCKARNS INC	
PERMIT NUMBER		TYPE		DBA PIONEER VILLAGE MARKET	
06	01	2022			
ISSUE DATE					
10	03	2022			
FILING DATE					
C1	C2				
PERMIT CLASSES					
86	077				
TAX DISTRICT		RECEIPT NO.			



MAILED 10/05/2022

RESPONSES MUST BE POSTMARKED NO LATER THAN.

11/07/2022

**IMPORTANT NOTICE**

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES **A TREX 7725640-0051**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT  
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title) - ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF NAPOLEON CITY COUNCIL  
PO BOX 151  
NAPOLEON OHIO 43545