

## September 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<b>29</b> - August	<b>30</b> - August	<b>31</b> - August	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>5</b>	<b>6</b> Labor Day City Offices Closed	<b>7</b> 7:00 pm - City Council	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>
<b>12</b>	<b>13</b> 6:15 pm - Electric Comm Board of Public Affairs 7:00 pm - Muni Prop/ED Comm.	<b>14</b> 5:00 pm - Planning Commission	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>
<b>19</b>	<b>20</b> 6:00 pm - Tree Commission 7:00 pm - City Council	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>
<b>26</b>	<b>27</b> 6:30 pm - Finance/Budget Comm. 7:30 pm - Safety & HR Comm.	<b>28</b> 4:30 pm - Civil Service Comm.	<b>29</b> 6:30 pm - Park Rec Board	<b>30</b>		

**CITY OF NAPOLEON ELECTRIC COMMITTEE**

**REVISED MEETING AGENDA**

**Monday, September 13, 2021 at 6:15 pm**

Council Chambers, 255 West Riverview Avenue, Napoleon, Ohio

WebEx for meeting - [www.napoleonohio.com/EVENTS](http://www.napoleonohio.com/EVENTS)

- 1) Approval of Minutes ~ July 12, 2021 meeting (In the absence of any objections or corrections, the Minutes shall stand approved)
- 2) Review/Approval of the Power Supply Cost Adjustment Factor for September 2021: PSCA 3-month averaged factor \$0.00782 and JV2 \$0.028525
- 3) Efficiency Smart Update
- 4) Update on Industrial Substation Rehab/Upgrade
- 5) Electric Department Reports
- 6) Any other matters to come before the Committee
- 7) Adjournment



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Roxanne Dietrich- Clerk of Council

CITY OF NAPOLEON, OHIO  
**ELECTRIC COMMITTEE MEETING MINUTES**  
Monday, July 12, 2021 at 6:15 pm

**PRESENT**

Committee Members	Lori Siclair-Chair, Joe Bialorucki, Ross Durham
BOPA Members	Rory Prigge-Chair, Mike DeWit, Dr. David Cordes
City Manager	Joel L. Mazur
Clerk of Council	Roxanne Dietrich
City Staff	Greg Kuhlman-Electric Dist. Supt.
Others	Newsmedia

**ABSENT**

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**CALL TO ORDER**

At 6:18 pm, the Electric Committee meeting was called to order by Chair Siclair.

**APPROVAL OF MINUTES**

Hearing no objections or corrections, the minutes from the June 14, 2021 Electric Committee meeting were approved as presented.

**REVIEW/APPROVAL OF THE POWER SUPPLY COST ADJUSTMENT FACTOR FOR JULY 2021: PSCA 3-MONTH AVERAGE FACTOR \$0.01490 AND JV2 \$0.028681**

Mazur reported the PSCAF for the month of May is usually one of the highest usage months. We are in the 12.3 cent range whereas in previous years it was around .13/kWh.

Motion: Bialorucki

Second: Durham

to accept the BOPA's recommendation to approve the Power Supply Cost Adjustment Factor for July 2021 as PSCA 3-month averaged factor \$0.01490 and JV2 \$0.028681

Roll call vote on the above motion:

Yea-Durham, Bialorucki, Siclair

Nay-

**Yea-3, Nay-0. Motion Passed.**

**REVIEW OF ASSET PURCHASE AND SALE AGREEMENT**

Mazur reported we have been talking about redoing our substations for over a year now. Some history for the record, we had talked about selling the assets and transferring the whole 69kV system and loop, including the rest of the Northside Substation, the 69kV line and Industrial Substation (this is the one that needs rebuilt first). We have the revised netbook value that is \$37,000 higher than before. Some of the highlights from the agreement are: the equipment to be listed in Exhibit A are the assets we are transferring, that is pretty much anything that is 69kV and can be recoverable in the transmission rates. That is what AMPT is taking possession of, nothing more, nothing less. The netbook value (purchase price) is a moving target, the netbook value is based on the closing date. Right now we are basing it on a closing date of October 1, 2021. With the closing on October 1, 2021 we will have time for three reads of the legislation and any due diligence that is necessary. When this agreement was drafted we did not have the revised netbook value back from the third party consultant, GDS who is the same group that did the netbook value last time. The netbook value is derived from an impartial electrical or consulting firm that specializes in and can provide that evaluation. Providing access and information from both sides and the Right of First Offer/Refusal are still in the agreement. The First Right of Refusal is where they cannot sell the transferred assets without telling us and we have the first right to purchase back the assets at the current netbook value. If they build something new that valuation is whatever it is. Going forward, the value will depreciate. Ongoing repairs and maintenance are in the O&M agreement that

will be discussed next. This agreement is basically the same as the first agreement. The rest is supporting documentation for listing what the equipment is. The Northside Substation components were 50/50 with half to AMPT and the other half to the distribution side. What was sold in the old agreement at the Northside Sub that shared piece goes away. AMPT will assume ownership of all of the equipment, the 69kV line and all of Industrial Substation. We will have to have another ground lease agreement for a lump sum payment of \$22,500 as we will continue to hold the land for the Northside Substation. There will be a separate agreement for the permanent easement and legal description. These are the major components of the agreement that matter most. Dr. Cordes asked do you have in the agreement the right to choose like we talked about using something easier to clean up a spill like soybean oil versus that other oil? Kuhlman stated the type of oil they use is standard. Dr. Cordes said we talked before Siclair interjected one was to have been a better quality Dr. Cordes said and be easier to cleanup if there was a problem or spill. We talked about it before, having the right when we sold it to say we definitely want to have the soybean oil in case something would happen because we still are operating and maintaining. Mazur noted we can write that in the agreement. We are operating under the assumption we are going to have a say in the equipment. Dr. Cordes asked is it better to have something in there that gives us the right to do that? It's probably too late when you sign it. DeWit asked in the end, who owns the substation? Prigge stated they own the equipment. DeWit asked who is responsible for the cleanup cost? Mazur replied they are. DeWit said in the end who owns the cleanup cost? Mazur responded they do. DeWit questioned why would we care, we decided to sell and I would not get any more involved than needed. Dr. Cordes said supposedly it is to be a superior product. DeWit replied I understand but, we made the decision to sell and it is no longer our asset. Siclair said what started the discussion was we were concerned if they get to make all the choices and it becomes a financial decision on their part, we could pay the price because they don't want to invest as much into it as maybe we would have done if we were in charge of the project ourselves. DeWit noted the contract we are accepting should protect against that, not whether or not we pick soybean or Crisco oil. This is the contract we are looking at, we are getting out of this business, we are selling this business for a long term lease because it is cheaper than buying it ourselves. You cannot fail primary transformer based on what you put into it or they wouldn't let you do it. Dr. Cordes added there was to be some advantage with fault strike and the cleanup if there was a spill. Mazur said the functionality is more important to us because it is still connected to our system and still serving our customers. We want to make sure the functionality is of a superior quality that functions for what we need it to at a reasonable degree. DeWit asked in the end do we ever own the asset again? Mazur responded the only way that would affect us is if we do a buy back. Dr. Cordes thought that may add confusion to the paperwork. DeWit commented to me it is more important when do we own it again, if ever. At the end of the last payment, do we get it back or is this a perpetual thing and we have sold it forever? Mazur replied it is perpetual. DeWit said we still have responsibility for fixing it but are we fixing it at their cost and their direction or do you give the direction? Mazur said we work hand-in-hand. We will continue with the ongoing maintenance and we bill that to them. DeWit stated so they still pay for the distribution side of the transformer, that does not get passed on but anything past the ring bust we eat that ourselves. Mazur-essentially. Dr. Cordes said we own the land and are leasing it to them. DeWit commented if it is not a big issue why put it in? Mazur I believe it would be good to have that in there. Kuhlman noted if you overload a transformer they do a transfusion, then you can drain it and put new oil in. Dr. Cordes asked Kuhlman then it's not a big deal either way? Kuhlman said no, when you buy a transformer it is pretty much a lifelong thing. They are routinely inspected and if it was leaking it would be repaired. Whatever oil they put in is the standard, they have certain requirements they have to meet. DeWit asked who maintains the property, who makes the decision on maintenance and who provides security? Mazur explained they are responsible and we maintain, that is in the O&M agreement. DeWit expressed his concern about security. Mazur said now that you brought it up, the construction agreement is where we will insert a clause that we have a say, this is just a purchase agreement. The

construction agreement is the next step. Once we get through this, we will do a joint RFQ to design both sides and will work with MASA who is a branch of AMP that does general contract management for entities. We feel it is best to run the RFQ ourselves and work directly with AMP, we don't need to subcontract out to MASA that would be an added cost. We want to have one engineering firm for both sides.

Motion: Durham

Second: Durham

to accept the recommendation of the BOPA and approve the Asset Purchase and Sale Agreement as presented by the City Manager

Roll call vote on the above motion:

Yea-Durham, Bialorucki, Siclair

Nay-

**Yea-3, Nay-0, Motion Passed**

#### **REVIEW OF AMPT OPERATIONS & MAINTENANCE (O&M) SERVICE AGREEMENT**

Mazur explained this is where we get paid to do all the things that we have been doing for all these years. We are seeking approval for an amendment to the existing agreement to include all the facilities that transfer to AMPT, that will include all of the Northside substation, the 69kV line, and Industrial Substation. Any maintenance performed gets billed to AMPT and we recover the cost to maintain these assets. Annually we get how much? Kuhlman said annually about \$45,000 - \$50,000 is what AMPT pays for guys to be on call. DeWit asked will anything change now that they own the piece of property? We get paid to maintain it, are there going to be services that we would have paid them to do and have someone come in? Kuhlman replied the only thing they do now are the JV units. The substation and pole line will be on us to maintain. DeWit said they don't do anything but they have the responsibility for it, there is a big difference between the two. Mazur stated we respond and we inspect. DeWit added under their direction, what if a tornado comes through. Since we sold it and are maintaining it and getting money to maintain it, we need to make sure they understand since we sold it to them it is theirs now. We want AMPT to understand you are in the distribution business now and we want you to assure us and take responsibility. Do we want them to look at it once a year and provide us a report? We are talking about a contract and a contract only becomes of value when something goes wrong, now is the time we should read it and get any needed protection. Mazur replied section 2.4 - Standards for Performance of the Services is what they are expecting us to do using best practices for system maintenance that we do now. We will follow the guidelines in section 2.4. We bill our time, tell them what was done and they check it. You are right, there is always that what if scenario if something bad happens that was unforeseen. What I am getting it is we are following best practices to do maintenance on the system. I think the rolls and responsibility are very clear. Prigge asked how often will we have to renegotiate the rate for maintenance? Mazur responded there are escalators in the agreement. Durham asked if there is an end date to this and is there any room for competition to be brought in to compete against us to service? Mazur said a term is built in that expires on December 31, 2024 and can be extended in one year increments. Either party would have six months to notify the other party of its intent to terminate. Escalation is built in also. I believe \$25,000 will be up-fronted to pay for initial things we have to keep in inventory. DeWit asked is this the first one they have done? Mazur replied this is the first one of a rebuild. They are building new in other places. The design phase is what takes the longest. DeWit asked in the O&M does it say if they will do a yearly check? Do we get a benefit or is it strictly financial? Bialorucki stated if you go to 5.1 of the agreement in middle where says *Municipality is prohibited from disposing of assets, making expenditures, or taking or agreeing to take any other action that materially varies from the applicable Budget and Plan; provided, however, that in the event of an emergency, Municipality, without approval from Owner, is authorized to take all reasonable actions to prevent or mitigate such threatened damage, injury or less in accordance* that should answer some of your questions. DeWit stated they sold this idea and it has been brought to us by AMPT they



**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

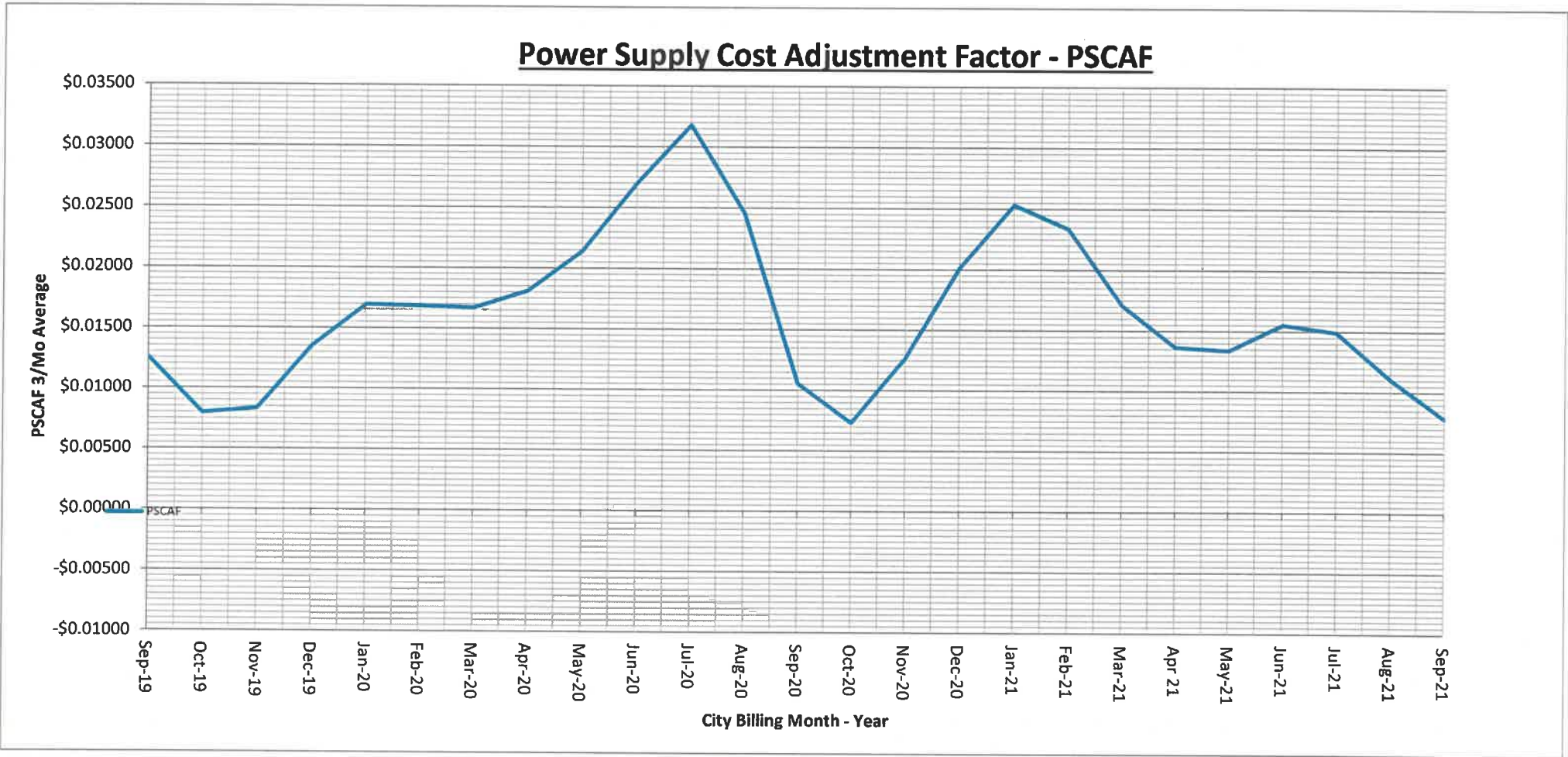
AMP Billed Usage Month	PSCAF City Billing Month	AMP - kWh Delivered As Listed on AMP Invoices	Purchased Power Supply Costs		Rolling 3-Month Totals		Rolling 3 Month Average Cost	Less: Fixed Base Power Supply Cost	PSCA Dollar Difference + or (-)	PSCA-Corrt'd. 3 MONTH AVG.FACTOR + Line Loss	Total Residential Cost / kWh For Month
			(*=Net of Known)		Current + Prior 2 Months						
			(+ OR - Other Cr's)		kWh	Cost					
			(a)	(b)	(c)	(d)					
		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		
July'19	Sep'19	15,467,755	\$ 1,165,669.13	39,471,284	\$ 3,300,063.26	\$ 0.08361	\$ (0.07194)	\$ 0.01167	\$ 0.01255		
Aug'19	Oct'19	14,297,705	\$ 1,123,690.94	42,214,436	\$ 3,348,766.16	\$ 0.07933	\$ (0.07194)	\$ 0.00739	\$ 0.00794		
Sep'19	Nov'19	12,810,364	\$ 1,102,711.16	42,575,824	\$ 3,392,071.23	\$ 0.07967	\$ (0.07194)	\$ 0.00773	\$ 0.00831		
Oct'19	Dec'19	12,026,480	\$ 1,080,410.22	39,134,549	\$ 3,306,812.32	\$ 0.08450	\$ (0.07194)	\$ 0.01256	\$ 0.01350	0.1230	
Nov'19	Jan'20	12,466,183	\$ 1,088,822.82	37,303,027	\$ 3,271,944.20	\$ 0.08771	\$ (0.07194)	\$ 0.01577	\$ 0.01695	0.1245	
Dec'19	Feb'20	12,809,184	\$ 1,098,513.89	37,301,847	\$ 3,267,746.93	\$ 0.08760	\$ (0.07194)	\$ 0.01566	\$ 0.01683	0.1239	
Jan' 20	Mar' 20	12,907,445	\$ 1,152,024.27	38,182,812	\$ 3,339,360.98	\$ 0.08746	\$ (0.07194)	\$ 0.01552	\$ 0.01668	0.1238	
Feb' 20	Apr' 20	12,179,274	\$ 1,114,393.10	37,895,903	\$ 3,364,931.26	\$ 0.08879	\$ (0.07194)	\$ 0.01685	\$ 0.01811	0.1262	
Mar 20	May 20	11,565,546	\$ 1,098,886.88	36,652,265	\$ 3,365,304.25	\$ 0.09182	\$ (0.07194)	\$ 0.01988	\$ 0.02137	0.1299	
Apr 20	June 20	9,957,773	\$ 1,056,718.07	33,702,593	\$ 3,269,998.05	\$ 0.09703	\$ (0.07194)	\$ 0.02509	\$ 0.02697	0.1371	
May 20**	July 20	10,376,392	\$ 982,279.17	31,899,711	\$ 3,137,884.12	\$ 0.09837	\$ (0.07194)	\$ 0.02643	\$ 0.02841	0.1365	
Jun 20	Aug 20	13,172,159	\$ 1,136,941.54	33,506,324	\$ 3,175,938.78	\$ 0.09479	\$ (0.07194)	\$ 0.02285	\$ 0.02456	0.1330	
Jul 20***	Sept 20	15,755,589	\$ 1,211,781.98	39,304,140	\$ 3,331,002.69	\$ 0.08475	\$ (0.07194)	\$ 0.01281	\$ 0.01056	0.1154	
Aug 20	Oct 20	14,271,168	\$ 1,182,034.49	43,198,916	\$ 3,530,758.01	\$ 0.08173	\$ (0.07194)	\$ 0.00979	\$ 0.00731	0.1135	
Sept 20†	Nov 20	11,744,934	\$ 1,103,481.59	41,771,691	\$ 3,497,298.06	\$ 0.08372	\$ (0.07194)	\$ 0.01178	\$ 0.01266	0.1229	
Oct 20	Dec 20	11,645,057	\$ 1,128,722.92	37,661,159	\$ 3,414,239.00	\$ 0.09066	\$ (0.07194)	\$ 0.01872	\$ 0.02012	0.1299	
Nov 20	Jan 21	11,652,657	\$ 1,113,624.87	35,042,648	\$ 3,345,829.38	\$ 0.09548	\$ (0.07194)	\$ 0.02354	\$ 0.02531	0.1340	
Dec 20	Feb 21	12,648,166	\$ 1,124,907.42	35,945,880	\$ 3,367,255.21	\$ 0.09368	\$ (0.07194)	\$ 0.02174	\$ 0.02337	0.1299	
Jan 21	Mar 21	12,962,585	\$ 1,034,448.66	37,263,408	\$ 3,272,980.95	\$ 0.08783	\$ (0.07194)	\$ 0.01589	\$ 0.01708	0.1236	
Feb 21	Apr 21	12,300,987	\$ 1,049,227.94	37,911,738	\$ 3,208,584.02	\$ 0.08463	\$ (0.07194)	\$ 0.01269	\$ 0.01364	0.1265	
Mar 21	May 21	11,917,978	\$ 1,053,961.87	37,181,550	\$ 3,137,638.47	\$ 0.08439	\$ (0.07194)	\$ 0.01245	\$ 0.01338	0.1237	
Apr 21	June 21	10,765,694	\$ 918,047.72	34,984,659	\$ 3,021,237.53	\$ 0.08636	\$ (0.07194)	\$ 0.01442	\$ 0.01550	0.1261	
May 21	July 21	11,537,945	\$ 964,238.17	34,221,617	\$ 2,936,247.76	\$ 0.08580	\$ (0.07194)	\$ 0.01386	\$ 0.01490	0.1232	
June 21	Aug 21	13,563,554	\$ 1,066,460.78	35,867,193	\$ 2,948,746.67	\$ 0.08221	\$ (0.07194)	\$ 0.01027	\$ 0.01104	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		

\*\* 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

<b>PSCAF - Preparers Signature:</b>		<b>PSCAF - Reviewers Signature:</b>	
Name - Lori A. Rausch, Utility Billing Administrator		Name - Joel L. Mazur, City Manager	
	8/13/21		8/17/21
Signature	Date	Signature	Date







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

INVOICE NUMBER: 1001593  
INVOICE DATE: 12-AUG-21  
DUE DATE: 27-AUG-21  
TOTAL AMOUNT DUE: \$1,106,204.19  
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 – July, 2021**

Municipal Peak: 29,131 kW  
Total Metered Energy: 14,548,085 kWh

Total Power Charges: \$707,296.22  
Total Transmission/Capacity/Ancillary Services: \$391,003.87  
Total Other Charges: \$11,364.50  
Total Miscellaneous Charges: -\$3,460.40

**TOTAL CHARGES**

**\$1,106,204.19**

**DETAIL INFORMATION OF POWER CHARGES July, 2021**  
**City of Napoleon**

<b>FOR THE MONTH OF:</b>	<b>July, 2021</b>	<b>Total Metered Load kWh:</b>	<b>14,548,085</b>
		<b>Transmission Losses kWh:</b>	<b>-48,967</b>
		<b>Distribution Losses kWh:</b>	<b>0</b>
		<b>Total Energy Req. kWh:</b>	<b>14,499,118</b>
<b>Time of Pool Peak:</b>	<b>07/06/2021 @ H.E. 16:00</b>	<b>Coincident Peak kW:</b>	<b>28,679</b>
<b>Time of Municipal Peak:</b>	<b>07/06/2021 @ H.E. 14:00</b>	<b>Municipal Peak kW:</b>	<b>29,131</b>
<b>Transmission Peak:</b>	<b>July,09,2020 @ H.E. 17:00</b>	<b>Transmission Peak kW:</b>	<b>30,214</b>
		<b>PJM Capacity Requirement kW:</b>	<b>27,922</b>

**City of Napoleon Resources**

**AMP CT - Sched @ ATSI**

Demand Charge:	\$2.625981 kW	12,400 kW =	\$32,562.17
Energy Charge:	\$0.090550 kWh	247,105 kWh =	\$22,375.34
Transmission Credit:			-\$50,504.82
Capacity Credit:	\$3.759500 kW	-12,400 kW =	-\$46,617.80
<b>Subtotal</b>			<b>-\$42,185.11</b>

**Fremont - sched @ Fremont**

Demand Charge:	\$3.862636 kW	8,767 kW =	\$33,863.73
Energy Charge:	\$0.030600 kWh	3,814,396 kWh =	\$116,718.81
Net Congestion, Losses, FTR:			\$6,532.66
Capacity Credit:	\$5.303203 kW	-8,767 kW =	-\$46,493.18
Debt Service:	\$4.960930 kW	8,767 kW =	\$43,492.47
Adjustment for prior month:			\$80.28
<b>Subtotal</b>		<b>3,814,396 kWh</b>	<b>\$154,194.77</b>

**AMP Hydro CSW - Sched @ PJMC**

Demand Charge:	\$55.353999 kW	3,498 kW =	\$193,628.29
Energy Charge:	\$0.027000 kWh	2,204,648 kWh =	\$59,525.50
Net Congestion, Losses, FTR:			\$1,296.48
Capacity Credit:	\$1.032173 kW	-3,498 kW =	-\$3,610.54
REC Credit (Estimate):			-\$19,290.67
<b>Subtotal</b>		<b>2,204,648 kWh</b>	<b>\$231,549.06</b>

**Meldahl Hydro - Sched @ Meldahl Bus**

Demand Charge:	\$31.544881 kW	504 kW =	\$15,898.62
Energy Charge:	\$0.027000 kWh	313,456 kWh =	\$8,463.31
Net Congestion, Losses, FTR:			\$84.04
Capacity Credit:	\$4.384782 kW	-504 kW =	-\$2,209.93
REC Credit (Estimate):			-\$2,742.74
<b>Subtotal</b>		<b>313,456 kWh</b>	<b>\$19,493.30</b>

**JV6 - Sched @ ATSI**

Demand Charge:	\$3.741000 kW	300 kW =	\$1,122.30
Energy Charge:		5,948 kWh =	
Transmission Credit:		-300 kW =	
Capacity Credit:	\$0.631800 kW	-300 kW =	-\$189.54
<b>Subtotal</b>			<b>\$932.76</b>

**Greenup Hydro - Sched @ Greenup Bus**

Demand Charge:	\$26.100000 kW	330 kW =	\$8,613.00
Energy Charge:	\$0.009000 kWh	186,440 kWh =	\$1,677.96
Net Congestion, Losses, FTR:			-\$429.47
Capacity Credit:	\$3.579939 kW	-330 kW =	-\$1,181.38
REC Credit (Estimate):			-\$1,631.35
<b>Subtotal</b>		<b>186,440 kWh</b>	<b>\$7,048.76</b>

**Prairie State - Sched @ PJMC**

Demand Charge:	\$12.014367 kW	4,976 kW =	\$59,783.49
Energy Charge:	\$0.006396 kWh	3,817,744 kWh =	\$24,419.80
Net Congestion, Losses, FTR:			\$2,118.98
Capacity Credit:	\$3.971777 kW	-4,976 kW =	-\$19,763.56
Debt Service:	\$22.988127 kW	4,976 kW =	\$114,388.92
Transmission from PSEC to PJM/MISO, including non-Prairie State variable charges/credits:	\$0.004533 kWh	3,817,744 kWh =	\$17,306.21
<b>Subtotal</b>		<b>3,817,744 kWh</b>	<b>\$198,253.84</b>

**DETAIL INFORMATION OF POWER CHARGES July, 2021**  
**City of Napoleon**

**NYPA - Sched @ NYIS**

Demand Charge:	\$4.084926 kW	940 kW =	\$3,839.83
Energy Charge:	\$0.018188 kWh	538,929 kWh =	\$9,802.09
Net Congestion, Losses, FTR:			\$1,154.60
Capacity Credit:	\$5.230000 kW	-935 kW =	-\$4,890.05
Adjustment for prior month:			\$302.44
<b>Subtotal</b>		<b>538,929 kWh</b>	<b>\$10,208.91</b>

**JV5 - 7X24 @ ATSI**

Demand Charge:	\$6.266852 kW	3,088 kW =	\$19,352.04
Energy Charge:	\$0.018756 kWh	2,297,472 kWh =	\$43,092.15
Transmission Credit:	\$6.249479 kW	-3,088 kW =	-\$19,298.39
Capacity Credit:	\$5.227497 kW	-3,088 kW =	-\$16,142.51
Debt Service (current month):	\$17.934524 kW	3,088 kW =	\$55,381.81
<b>Subtotal</b>		<b>2,297,472 kWh</b>	<b>\$82,385.10</b>

**JV5 Losses - Sched @ ATSI**

Energy Charge:		33,517 kWh =	
<b>Subtotal</b>		<b>33,517 kWh</b>	<b>\$0.00</b>

**JV2 - Sched @ ATSI**

Demand Charge:	\$2.730000 kW	264 kW =	\$720.72
Energy Charge:		3,387 kWh =	
Transmission Credit:	\$4.802273 kW	-264 kW =	-\$1,267.80
Capacity Credit:	\$4.913826 kW	-264 kW =	-\$1,297.25
JV2 Project Fuel Costs not recovered through Energy Sales to Market :			\$393.86
<b>Subtotal</b>		<b>3,387 kWh</b>	<b>-\$1,450.47</b>

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

Demand Charge:		1,040 kW =	
Energy Charge:	\$0.036330 kWh	157,204 kWh =	\$5,711.21
Transmission Credit:			-\$3,379.41
Capacity Credit:	\$2.831077 kWh	-1,040 kWh =	-\$2,944.32
<b>Subtotal</b>		<b>157,204 kWh</b>	<b>-\$612.52</b>

**Efficiency Smart Power Plant 2020-23**

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

**Northern Power Pool -**

On Peak Energy Charge: (M-F HE 08-23 EDT)	\$0.045111 kWh	520,801 kWh =	\$23,493.99
Off Peak Energy Charge:	\$0.026467 kWh	795,353 kWh =	\$21,050.60
Sale of Excess Non-Pool Resources to Pool:	\$0.044537 kWh	-437,281 kWh =	-\$19,475.14
Pool Congestion Hedge:			\$2,488.30
<b>Subtotal</b>		<b>878,873 kWh</b>	<b>\$27,557.75</b>

**TRANSMISSION / CAPACITY / ANCILLARY SERVICES -**

Demand Charge:	\$6.249480 kW	30,214 kW =	\$188,821.79
Energy Charge:	\$0.000729 kWh	12,201,646 kWh =	\$8,899.03
RPM (Capacity) Charges:	\$6.922249 kW	27,922 kW =	\$193,283.05
<b>Subtotal</b>			<b>\$391,003.87</b>

**OTHER CHARGES:**

Dispatch Center Charges:	\$0.000019 kWh	14,548,085 kWh =	\$271.80
Service Fee A	\$0.000229 kWh	11,593,039 kWh =	\$2,654.81
Service Fee B	\$0.000580 kWh	14,548,085 kWh =	\$8,437.89
<b>Subtotal</b>			<b>\$11,364.50</b>

**MISCELLANEOUS CHARGES:**

Credit for PJM capacity revenues generated by Efficiency Smart projects			-\$3,460.40
<b>Subtotal</b>			<b>-\$3,460.40</b>

**DETAIL INFORMATION OF POWER CHARGES July, 2021**  
**City of Napoleon**

Total Demand Charges	\$369,180.64
Total Energy Charges	\$338,115.58
Total Transmission/Capacity/Ancillary Services	\$391,003.87
Total Other Charges	\$11,364.50
Total Miscellaneous Charges	-\$3,460.40
<b>GRAND TOTAL POWER INVOICE</b>	<b>\$1,106,204.19</b>

**BILLING SUMMARY AND CONSUMPTION for BILLING CYCLE -September, 2021**

2021 - SEPTEMBER BILLING WITH JULY 2021 AMP BILLING PERIOD AND AUGUST 2021 CITY CONSUMPTION AND BILLING DATA

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

DATA PERIOD	MONTH / YR	DAYS IN MONTH	MUNICIPAL PEAK						
AMP-Ohio Bill Month	JULY, 2021	31	29.131						
City-System Data Month	AUGUST, 2021	31							
City-Monthly Billing Cycle	SEPTEMBER, 2021	30							
<b>=====<u>CONTRACTED AND OPEN MARKET POWER</u>=====</b>									
						<b>==PEAKING==</b>			<b>=====<u>HYDRO POWER</u>=====</b>
<b>( PURCHASED POWER-RESOURCES -&gt; (</b>	<b>AMP CT</b>	<b>FREEMONT ENERGY</b>	<b>PRAIRIE STATE SCHED. @ PJMC</b>	<b>MORGAN STNLY. REPLMNT.2015-20</b>	<b>NORTHERN POWER</b>	<b>JV-2 PEAKING</b>	<b>AMP-HYDRO CSW</b>	<b>MELDAHL-HYDRO SCHED. @</b>	<b>GREENUP HYDRO SCHED. @</b>
<b>(</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) ->	247,105	3,814,396	3,817,744		520,801	3,387	2,204,648	313,456	186,440
Delivered kWh (Off Peak) ->					795,353				
Delivered kWh (Replacement/Losses/Offset) ->									
Delivered kWh/Sale (Credits) ->					-437,281				
<b>Net Total Delivered kWh as Billed -&gt;</b>	<b>247,105</b>	<b>3,814,396</b>	<b>3,817,744</b>	<b>0</b>	<b>878,873</b>	<b>3,387</b>	<b>2,204,648</b>	<b>313,456</b>	<b>186,440</b>
<i>Percent % of Total Power Purchased-&gt;</i>	<i>1.7043%</i>	<i>26.3080%</i>	<i>26.3309%</i>	<i>0.0000%</i>	<i>6.0616%</i>	<i>0.0234%</i>	<i>15.2054%</i>	<i>2.1619%</i>	<i>1.2859%</i>
<b>COST OF PURCHASED POWER:</b>									
<b>DEMAND CHARGES (+Debits)</b>									
Demand Charges	\$32,562.17	\$33,863.73	\$59,783.49			\$720.72	\$193,628.29	\$15,898.62	\$8,613.00
Debt Services (Principal & Interest)		\$43,492.47	\$114,388.92						
<b>DEMAND CHARGES (-Credits)</b>									
Transmission Charges (Demand-Credits)	-\$50,504.82					-\$1,267.80			
Capacity Credit	-\$46,617.80	-\$46,493.18	-\$19,763.56			-\$1,297.25	-\$3,610.54	-\$2,209.93	-\$1,631.35
<b>Sub-Total Demand Charges</b>	<b>-\$64,560.45</b>	<b>\$30,863.02</b>	<b>\$154,408.85</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>-\$1,844.33</b>	<b>\$190,017.75</b>	<b>\$13,688.69</b>	<b>\$6,981.65</b>
<b>ENERGY CHARGES (+Debits):</b>									
Energy Charges - (On Peak)	\$22,375.34	\$116,718.81	\$24,419.80		\$23,493.99		\$59,525.50	\$8,463.31	\$1,677.96
Energy Charges - (Replacement/Off Peak)					\$21,050.60				
Net Congestion, Losses, FTR		\$6,532.66	\$2,118.98				\$1,296.48	\$84.04	-\$429.47
Transmission Charges (Energy-Debits)			\$17,306.21						
ESPP Charges									
Bill Adjustments (General & Rate Levelization)		\$80.28			\$2,488.30				
<b>ENERGY CHARGES (-Credits or Adjustments):</b>									
Energy Charges - On Peak (Sale or Rate Stabilization)					-\$19,475.14				
Net Congestion, Losses, FTR									
Bill Adjustments (General & Rate Levelization)						\$393.86	-\$19,290.67	-\$2,742.74	-\$1,181.38
<b>Sub-Total Energy Charges</b>	<b>\$22,375.34</b>	<b>\$123,331.75</b>	<b>\$43,844.99</b>	<b>\$0.00</b>	<b>\$27,557.75</b>	<b>\$393.86</b>	<b>\$41,531.31</b>	<b>\$5,804.61</b>	<b>\$67.11</b>
<b>TRANSMISSION &amp; SERVICE CHARGES, MISC.:</b>									
RPM / PJM Charges Capacity - (+Debit)									
RPM / PJM Charges Capacity - (-Credit)									
Service Fees AMP-Dispatch Center - (+Debit/-Credit)									
Service Fees AMP-Part A - (+Debit/-Credit)									
Service Fees AMP-Part B - (+Debit/-Credit)									
Other Charges & Bill Adjustments - (+Debit/-Credit)									
<b>Sub-Total Service Fees &amp; Other Charges</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL NET COST OF PURCHASED POWER</b>	<b>-\$42,185.11</b>	<b>\$154,194.77</b>	<b>\$198,253.84</b>	<b>\$0.00</b>	<b>\$27,557.75</b>	<b>-\$1,450.47</b>	<b>\$231,549.06</b>	<b>\$19,493.30</b>	<b>\$7,048.76</b>
<i>Percent % of Total Power Cost-&gt;</i>	<i>-3.8135%</i>	<i>13.9391%</i>	<i>17.9220%</i>	<i>0.0000%</i>	<i>2.4912%</i>	<i>-0.1311%</i>	<i>20.9319%</i>	<i>1.7622%</i>	<i>0.6372%</i>
<i>Purchased Power Resources - Cost per KWH-&gt;</i>	<i>-\$0.170717</i>	<i>\$0.040424</i>	<i>\$0.051930</i>	<i>\$0.000000</i>	<i>\$0.031356</i>	<i>-\$0.428246</i>	<i>\$0.105028</i>	<i>\$0.062188</i>	<i>\$0.037807</i>

**BILLING SUMMARY AND CONS**

2021 - SEPTEMBER BILLING WITH JULY 2021 /

PREVIOUS MONTH'S POWER BILLS - PU

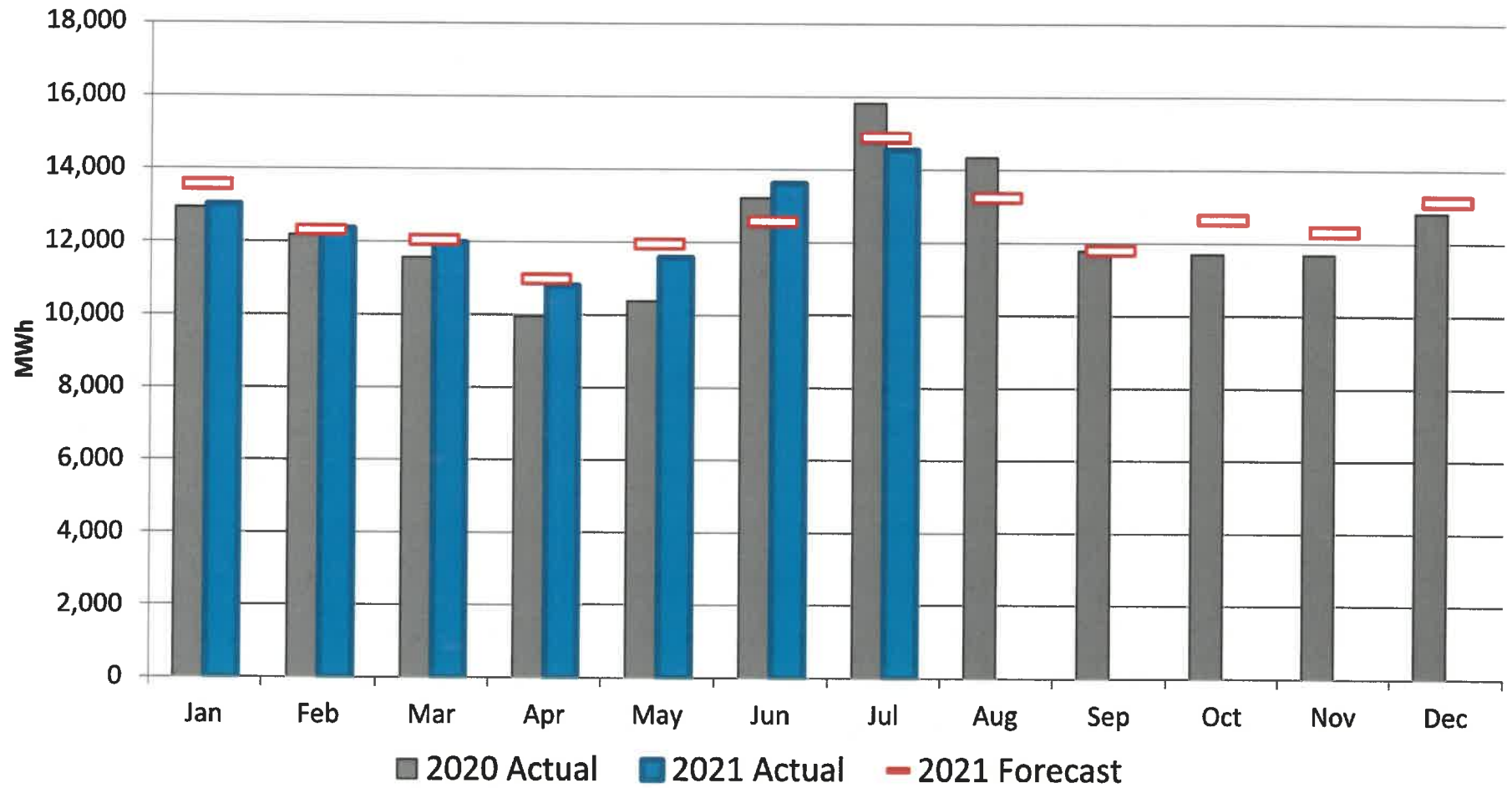
**DATA PERIOD**

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

	=====		====WIND=====	===SOLAR===	===TRANSMISSION, SERVICE FEES & MISC. CONTRACTS===				TOTAL -
(	NYPA	JV-5	JV-6	AMP SOLAR	EFFNCY.SMART	TRANSMISSION	SERVICE FEES	MISCELLANEOUS	ALL
PURCHASED POWER-RESOURCES ->	HYDRO	HYDRO	WIND	PHASE 1	POWER PLANT	CHARGES	DISPATCH, A & B	CHARGES &	RESOURCES
(	SCHED. @ NYIS	7x24 @ ATSI	SCHED. @ ATSI	SCHED. @ ATSI	2017 - 2020	Other Charges	Other Charges	LEVELIZATION	
Delivered kWh (On Peak) ->	538,929	2,297,472	5,948	157,204	0	0	0	0	14,107,530
Delivered kWh (Off Peak) ->									795,353
Delivered kWh (Replacement/Losses/Offset) ->		33,517							33,517
Delivered kWh/Sale (Credits) ->									-437,281
<b>Net Total Delivered kWh as Billed -&gt;</b>	<b>538,929</b>	<b>2,330,989</b>	<b>5,948</b>	<b>157,204</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14,499,119</b>
Percent % of Total Power Purchased->	3.7170%	16.0768%	0.0410%	1.0842%	0.0000%	0.0000%	0.0000%	0.0000%	100.0004%
								Verification Total ->	100.0000%
<b>COST OF PURCHASED POWER:</b>									
<b>DEMAND CHARGES (+Debits)</b>									
Demand Charges	\$3,839.83	\$19,352.04	\$1,122.30			\$188,821.79			\$558,205.98
Debt Services (Principal & Interest)		\$55,381.81							\$213,263.20
<b>DEMAND CHARGES (-Credits)</b>									
Transmission Charges (Demand-Credits)		-\$19,298.39							-\$71,071.01
Capacity Credit	-\$4,890.05	-\$16,142.51	-\$189.54						-\$142,845.71
<b>Sub-Total Demand Charges</b>	<b>-\$1,050.22</b>	<b>\$39,292.95</b>	<b>\$932.76</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$188,821.79</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$557,552.46</b>
<b>ENERGY CHARGES (+Debits):</b>									
Energy Charges - (On Peak)	\$9,802.09	\$43,092.15		\$5,711.21		\$8,899.03			\$324,179.19
Energy Charges - (Replacement/Off Peak)									\$21,050.60
Net Congestion, Losses, FTR	\$1,154.60								\$10,757.29
Transmission Charges (Energy-Debits)				-\$3,379.41					\$13,926.80
ESPP Charges					\$19,920.07				\$19,920.07
Bill Adjustments (General & Rate Levelization)									\$2,568.58
<b>ENERGY CHARGES (-Credits or Adjustments):</b>									
Energy Charges - On Peak (Sale or Rate Stabilization)									-\$19,475.14
Net Congestion, Losses, FTR				-\$2,944.32					-\$2,944.32
Bill Adjustments (General & Rate Levelization)	\$302.44								-\$22,518.49
<b>Sub-Total Energy Charges</b>	<b>\$11,259.13</b>	<b>\$43,092.15</b>	<b>\$0.00</b>	<b>-\$612.52</b>	<b>\$19,920.07</b>	<b>\$8,899.03</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$347,464.58</b>
<b>TRANSMISSION &amp; SERVICE CHARGES, MISC.:</b>									
RPM / PJM Charges Capacity - (+Debit)						\$193,283.05			\$193,283.05
RPM / PJM Charges Capacity - (-Credit)								-\$3,460.40	-\$3,460.40
Service Fees AMP-Dispatch Center - (+Debit/-Credit)							\$271.80		\$271.80
Service Fees AMP-Part A - (+Debit/-Credit)							\$2,654.81		\$2,654.81
Service Fees AMP-Part B - (+Debit/-Credit)							\$8,437.89		\$8,437.89
Other Charges & Bill Adjustments - (+Debit/-Credit)									\$0.00
<b>Sub-Total Service Fees &amp; Other Charges</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$193,283.05</b>	<b>\$11,364.50</b>	<b>-\$3,460.40</b>	<b>\$201,187.15</b>
<b>TOTAL NET COST OF PURCHASED POWER</b>	<b>\$10,208.91</b>	<b>\$82,385.10</b>	<b>\$932.76</b>	<b>-\$612.52</b>	<b>\$19,920.07</b>	<b>\$391,003.87</b>	<b>\$11,364.50</b>	<b>-\$3,460.40</b>	<b>\$1,106,204.19</b>
Percent % of Total Power Cost->	0.9229%	7.4475%	0.0843%	-0.0554%	1.8008%	35.3464%	1.0273%	-0.3128%	100.000%
								Verification Total ->	\$1,106,204.19
<b>Purchased Power Resources - Cost per kWh-&gt;</b>	<b>\$0.018943</b>	<b>\$0.035343</b>	<b>\$0.156819</b>	<b>-\$0.003896</b>	<b>\$0.000000</b>	<b>\$0.000000</b>	<b>\$0.000000</b>	<b>\$0.000000</b>	<b>\$0.076295</b>
									(Northern Pool Power - On-Peak + Off-Peak - Energy Charge/kWh) = JV2 Electric Service Rate ->
									\$0.028525
									(Northern Pool Power - On-Peak + Off-Peak - Energy Charge/kWh) = JV5 Electric Service Rate ->
									\$0.028525

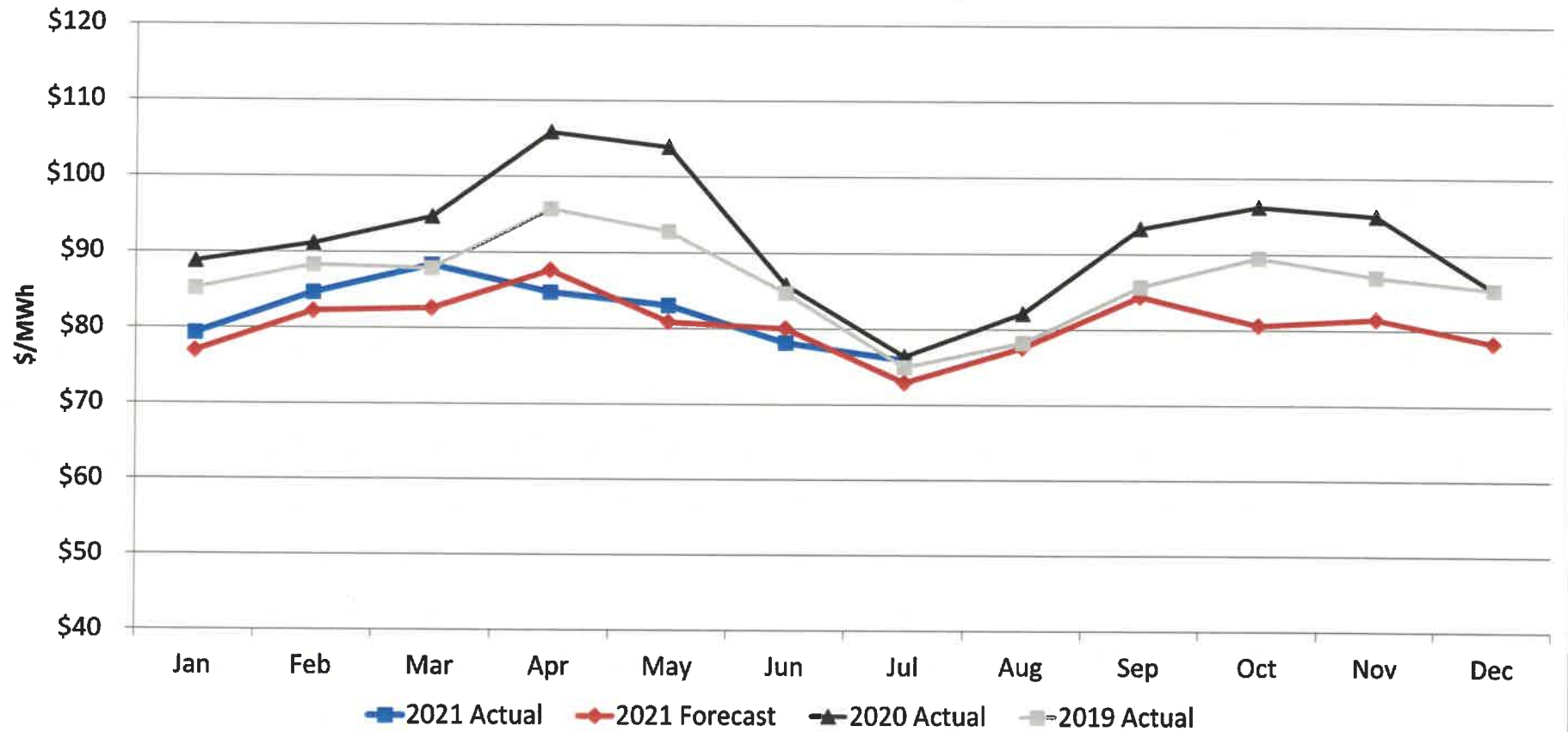
Napoleon Capacity Plan - Actual														
Jul	2021	ACTUAL DEMAND =		29.13	MW									
Days	31	ACTUAL ENERGY =		14,548	MWH									
	SOURCE	DEMAND	DEMAND	ENERGY	LOAD	DEMAND	ENERGY	CONGESTION/L	CAPACITY	TRANSMISSION	TOTAL	EFFECTIVE	%	
	(1)	MW	MW-MO	MWH	FACTOR	\$/KW	\$/MWH	\$/MWH	\$/KW	\$/KW	CHARGES	\$/MWH	OF	
		(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(16)	(17)	(18)	
1	NYPA - Ohio	0.94	0.94	539	77%	\$4.08	\$18.75	\$2.14	-\$5.20		\$10,209	\$18.94	0.9%	
2	JV5	3.09	3.09	2,297	100%	\$24.20	\$18.76		-\$5.23	-\$6.25	\$82,385	\$35.86	7.5%	
3	JV5 Losses	0.00	0.00	34	0%						\$0		0.0%	
4	JV6	0.30	0.30	6	3%	\$3.74			-\$0.63		\$933	\$156.83	0.1%	
5	AMP-Hydro	3.50	3.50	2,205	85%	\$55.35	\$18.25	\$0.59	-\$1.03		\$231,549	\$105.03	21.0%	
6	Meldahi	0.50	0.50	313	84%	\$31.54	\$18.25	\$0.27	-\$4.38		\$19,493	\$62.19	1.8%	
7	Greenup	0.33	0.33	186	76%	\$26.10	\$0.25	-\$2.30	-\$3.58		\$7,049	\$37.81	0.6%	
8	AFEC	8.77	8.77	3,814	58%	\$8.82	\$30.62	\$1.71	-\$5.30		\$154,195	\$40.42	14.0%	
9	Prairie State	4.98	4.98	3,818	103%	\$35.00	\$10.93	\$0.56	-\$3.97		\$198,254	\$51.93	18.0%	
10	AMP Solar Phase I	1.04	1.04	157	20%		\$36.33		-\$2.83	-\$3.25	-\$613	-\$3.90	-0.1%	
11	AMPCT	12.40	12.40	247	3%	\$2.63	\$90.55		-\$3.76	-\$4.07	-\$42,185	-\$170.72	-3.8%	
12	JV2	0.26	0.26	3	2%	\$2.73	\$116.28		-\$4.91	-\$4.80	-\$1,450		-0.1%	
13	NPP Pool Purchases	0.00	0.00	1,316	0%		\$35.73				\$47,023	\$35.73	4.3%	
14	NPP Pool Sales	0.00		-437	0%		\$44.54				-\$19,475	\$44.54	-1.8%	
	<b>POWER TOTAL</b>	<b>36.11</b>	<b>36.11</b>	<b>14,499</b>	<b>54%</b>	<b>\$582,647</b>	<b>\$313,753</b>	<b>\$0.74</b>	<b>-\$145,340</b>	<b>-\$74,450</b>	<b>\$687,367</b>	<b>\$47.41</b>	<b>62.3%</b>	
15	Energy Efficiency			0							-\$16,460		-1.5%	
16	Installed Capacity	27.92	27.92			\$6.92					\$193,283	\$13.29	17.5%	
17	Transmission	30.21	30.21	12,202		\$6.25	\$0.73				\$197,719	\$13.59	17.9%	
18	Service Fee B			14,548			\$0.58				\$8,438	\$0.58	0.8%	
19	Dispatch Charge			14,548			\$0.02				\$272	\$0.02	0.0%	
	<b>OTHER TOTAL</b>													
	<b>GRAND TOTAL PURCHASED</b>			<b>14,499</b>							<b>\$416,171</b>	<b>\$28.61</b>	<b>37.7%</b>	
	<b>Delivered to members</b>	<b>29.131</b>	<b>29.131</b>	<b>14,548</b>	<b>67%</b>						<b>\$1,103,538</b>			
		<b>DEMAND</b>		<b>ENERGY</b>	<b>L.F.</b>						<b>TOTAL \$</b>	<b>\$/MWh</b>	<b>Avg Temp</b>	
	2021 Forecast	29.53		14,868	68%						\$1,084,504	\$72.94	73.5	
	2020 Actual	30.69		15,831	69%						\$1,209,017	\$76.37	78.8	
	2019 Actual	30.82		15,518	68%						\$1,162,872	\$74.94	78.2	
											<b>Actual Temp</b>		<b>75.4</b>	

## Napoleon 2021 Monthly Energy Usage





## Napoleon 2021 Monthly Rates

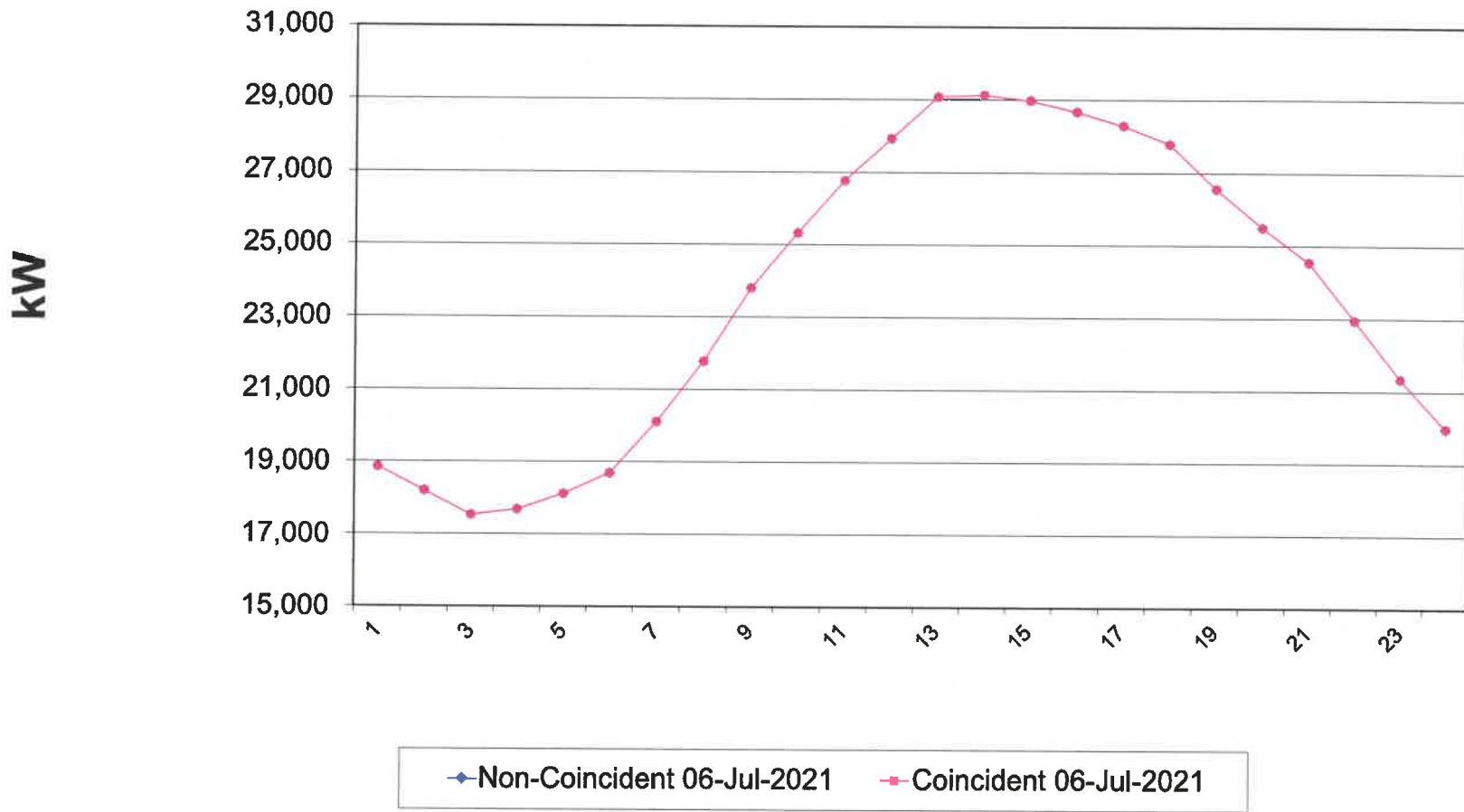


NAPOLEON

Date	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday
Hour	7/1/2021	7/2/2021	7/3/2021	7/4/2021	7/5/2021	7/6/2021	7/7/2021	7/8/2021	7/9/2021	7/10/2021	7/11/2021	7/12/2021	7/13/2021	7/14/2021	7/15/2021
100	16,456	15,822	12,769	13,308	15,653	18,848	18,756	16,459	15,709	13,160	13,554	14,150	16,558	16,665	17,262
200	15,948	14,660	12,242	12,831	14,658	18,196	17,997	16,133	15,280	12,908	13,069	13,878	16,063	16,044	16,656
300	15,737	14,053	11,739	12,362	14,005	17,526	17,703	15,877	14,946	12,658	12,668	13,796	15,767	15,616	16,191
400	16,059	14,165	11,620	12,258	13,610	17,678	17,640	16,086	15,176	12,363	12,596	14,283	15,888	15,817	16,547
500	16,825	14,736	11,710	12,226	13,570	18,113	18,120	16,647	15,738	12,535	12,660	14,840	16,346	16,573	17,153
600	17,307	14,963	11,881	12,142	13,475	18,689	18,572	17,473	16,461	12,502	13,035	15,638	17,226	17,131	17,808
700	18,430	16,257	12,435	13,190	14,315	20,102	20,035	18,788	17,348	13,199	13,202	17,088	18,563	18,647	19,424
800	19,622	17,506	13,429	14,544	15,901	21,770	22,337	20,052	18,405	14,411	13,705	18,218	20,057	20,079	20,816
900	20,633	18,223	14,556	15,813	17,752	23,797	23,956	21,067	18,737	15,412	14,406	19,014	20,829	20,943	22,264
1000	21,187	18,629	15,066	17,332	19,420	25,318	25,573	21,372	19,181	16,277	14,990	19,815	21,704	21,496	23,888
1100	22,379	19,078	15,613	18,924	21,099	26,767	26,915	22,191	19,558	17,006	15,385	20,798	22,751	22,541	25,178
1200	23,572	19,318	16,167	20,174	22,280	27,930	28,372	22,967	19,687	17,367	16,466	21,466	23,482	24,043	26,200
1300	24,386	19,443	16,780	21,185	23,163	29,081	28,521	24,086	19,717	17,698	15,775	22,193	24,371	25,032	27,517
1400	24,783	19,595	16,529	21,724	23,870	29,131	27,956	24,399	19,874	17,920	15,506	22,781	25,065	25,626	27,555
1500	25,104	19,549	16,770	22,496	24,192	28,983	25,321	24,499	19,981	18,000	15,393	22,793	24,102	25,637	25,621
1600	24,864	19,390	17,433	22,838	24,164	28,679	24,503	23,710	19,570	18,245	15,639	22,094	24,236	25,332	23,676
1700	24,398	19,078	17,942	23,018	24,621	28,297	24,384	23,590	19,196	18,445	15,769	22,375	24,236	25,241	22,533
1800	24,059	19,129	17,908	22,787	24,510	27,789	23,108	23,506	18,923	18,203	15,725	22,643	23,585	24,672	21,943
1900	22,789	18,497	17,792	22,197	24,121	26,553	22,113	22,498	18,305	17,634	15,780	21,423	22,431	23,832	21,969
2000	21,509	17,383	17,249	21,177	23,562	25,494	21,122	21,375	17,813	16,938	15,663	20,702	21,730	22,760	21,221
2100	20,642	16,839	16,910	20,163	22,679	24,541	20,329	20,628	17,764	16,731	15,591	20,428	20,802	22,094	21,008
2200	19,512	15,870	16,469	19,002	21,386	22,945	19,241	19,246	17,039	15,999	15,200	19,399	19,589	19,589	19,856
2300	18,101	14,441	15,254	18,455	20,307	21,329	18,123	17,813	15,288	15,062	14,946	18,221	18,486	19,331	18,709
2400	16,878	13,377	14,267	17,069	19,325	19,975	17,072	16,680	13,917	14,271	14,480	17,301	17,427	18,088	17,846
Total	491,180	410,001	360,530	427,215	471,638	567,531	527,769	487,142	423,613	374,944	350,494	455,337	490,992	503,859	508,841

Date	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Hour	7/16/2021	7/17/2021	7/18/2021	7/19/2021	7/20/2021	7/21/2021	7/22/2021	7/23/2021	7/24/2021	7/25/2021	7/26/2021	7/27/2021	7/28/2021	7/29/2021	7/30/2021	7/31/2021
100	16,983	14,673	14,785	15,806	16,980	17,452	15,457	16,004	15,144	16,587	16,522	16,723	17,743	19,586	18,894	14,663
200	16,290	14,151	14,360	15,163	16,361	16,842	14,952	15,414	14,752	15,991	15,805	16,189	17,136	18,880	17,879	14,110
300	15,794	13,907	14,090	14,910	15,869	16,333	14,462	14,992	14,699	15,427	15,541	15,910	16,660	18,333	17,218	13,597
400	16,040	13,766	13,890	15,169	15,899	16,336	14,529	15,164	14,834	15,114	15,730	15,799	16,521	18,570	17,159	13,523
500	16,731	14,026	13,905	15,803	16,413	16,645	14,989	15,728	14,936	14,936	15,946	16,197	17,024	19,122	17,369	13,435
600	17,402	14,257	13,924	16,450	17,320	17,170	15,686	16,373	14,916	14,844	16,536	16,981	17,768	20,352	17,746	13,668
700	18,453	14,828	14,378	17,641	18,352	18,016	17,016	17,566	15,175	15,185	18,329	18,580	19,343	21,514	18,795	14,008
800	19,555	15,848	15,736	18,945	19,708	19,124	18,471	18,581	16,349	16,307	20,011	20,425	21,033	22,083	20,171	15,286
900	20,753	16,532	17,129	20,220	20,813	19,774	19,361	19,409	18,092	17,959	21,439	21,857	22,661	23,401	21,037	16,291
1000	21,369	17,112	18,222	21,789	21,995	20,969	20,353	19,895	19,590	19,810	22,895	23,873	23,975	24,411	21,639	17,307
1100	21,636	17,655	19,424	23,018	23,364	21,867	21,263	20,004	20,942	21,230	24,396	24,725	25,426	26,419	22,414	18,323
1200	21,829	18,153	20,362	23,990	24,331	22,577	21,966	20,036	21,981	22,373	25,756	25,886	26,669	27,550	22,991	18,812
1300	21,846	19,156	21,175	25,144	25,183	22,869	22,749	20,119	21,912	23,482	26,727	26,715	27,951	28,320	23,355	19,367
1400	21,905	19,785	21,569	25,506	25,694	22,884	23,146	20,871	22,128	23,973	27,011	27,173	28,510	28,659	23,311	19,579
1500	21,619	20,173	21,839	25,869	26,108	22,591	23,315	21,324	22,544	24,168	26,774	26,774	28,398	28,912	23,133	19,909
1600	21,103	20,863	22,121	25,494	26,199	22,455	23,058	21,678	21,849	24,411	26,579	26,054	28,250	28,271	22,685	20,135
1700	21,169	20,920	22,486	25,389	25,961	22,425	22,777	21,866	22,216	24,656	24,059	26,476	28,001	28,062	22,455	20,453
1800	20,596	20,532	22,609	24,922	25,628	22,194	22,967	21,510	22,388	24,508	24,890	26,441	27,445	27,657	21,896	20,539
1900	20,174	19,771	21,795	23,902	24,842	21,080	22,372	20,898	21,815	23,725	25,018	25,954	26,651	26,891	20,699	19,843
2000	19,914	19,175	20,716	22,988	23,458	20,046	21,241	20,481	21,148	22,491	24,077	24,484	25,514	25,754	19,784	18,672
2100	19,599	18,891	19,964	22,206	22,851	19,684	20,623	20,141	20,847	21,433	23,095	23,485	24,907	24,711	19,567	18,053
2200	18,257	18,013	18,885	20,664	21,263	18,413	19,078	18,969	19,917	19,999	21,338	22,017	23,327	23,068	18,510	16,696
2300	16,501	16,935	17,816	19,322	19,970	16,992	17,971	17,389	18,308	18,671	19,825	20,621	21,750	21,383	15,381	15,381
2400	15,365	15,705	16,670	17,967	18,606	16,019	16,639	16,092	17,586	17,471	18,226	18,999	20,520	20,178	15,388	14,234
Total	460,883	399,122	437,850	498,277	513,168	470,757	464,261	450,504	454,068	474,721	517,147	528,338	553,183	572,087	481,044	405,884
											Maximum	29,131	Minimum	11,620	Grand Total	14,548,085

# Napoleon Peak Day Load Curve



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

**2021 SEPTEMBER BILLING - ELECTRIC PSCAF - BILLING COMPARISONS TO PRIOR PERIODS**

Rate Comparisons to Prior Month and Prior Year for Same Period

Customer Type	Service Usage	Service Units	Current	Prior Month	Prior Year	Service Usage	Service Units	Current	Prior Month	Prior Year
			SEPTEMBER 2021 Rate	AUGUST 2021 Rate	SEPTEMBER 2020 Rate			SEPTEMBER 2021 Rate	AUGUST 2021 Rate	SEPTEMBER 2020 Rate
<i>Customer Type -&gt;</i>			<b>RESIDENTIAL USER - (w/Gas Heat)</b>			<b>RESIDENTIAL USER - (All Electric)</b>				
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	\$7.65	\$10.80	\$10.33	1,976	kWh	\$15.45	\$21.82	\$20.87
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										
<b>Total Electric</b>			<b>\$110.33</b>	<b>\$113.48</b>	<b>\$113.01</b>			<b>\$207.88</b>	<b>\$214.25</b>	<b>\$213.30</b>
Water	6	CCF	\$59.24	\$59.24	\$50.55	11	CCF	\$98.35	\$98.35	\$83.14
Sewer (w/Strm.Sew. & Lat.)	6	CCF	\$76.17	\$76.17	\$70.89	11	CCF	\$108.57	\$108.57	\$98.89
Storm Water (Rate/ERU)			\$9.50	\$9.50	\$9.50			\$9.50	\$9.50	\$9.50
Refuse (Rate/Service)			\$18.00	\$18.00	\$18.00			\$18.00	\$18.00	\$18.00
<b>Sub-Other Services</b>			<b>\$162.91</b>	<b>\$162.91</b>	<b>\$148.94</b>			<b>\$234.42</b>	<b>\$234.42</b>	<b>\$209.53</b>
<b>Total Billing - All Services</b>			<b>\$273.24</b>	<b>\$276.39</b>	<b>\$261.95</b>			<b>\$442.30</b>	<b>\$448.67</b>	<b>\$422.83</b>
<i>Verification Totals-&gt;</i>			\$273.24	\$276.39	\$261.95			\$442.30	\$448.67	\$422.83
Dollar Chg.to Prior Periods				<u>Cr.Mo to Pr.Mo</u>	<u>Cr.Yr to Pr.Yr</u>				<u>Cr.Mo to Pr.Mo</u>	<u>Cr.Yr to Pr.Yr</u>
% Inc/Dec(-) to Prior Periods				-3.15	\$11.29				-6.37	\$19.47
				-1.14%	4.31%				-1.42%	4.60%
=====										
Cost/kWH - Electric	978	kWh	\$0.11281	\$0.11603	\$0.11555	1,976	kWh	\$0.10520	\$0.10843	\$0.10795
% Inc/Dec(-) to Prior Periods				-2.78%	-2.37%				-2.98%	-2.55%
Cost/CCF - Water	6	CCF	\$9.87333	\$9.87333	\$8.42500	11	CCF	\$8.94091	\$8.94091	\$7.55818
Cost/GALLONS - Water	4,488	GAL	\$0.01320	\$0.01320	\$0.01126	8,229	GAL	\$0.01195	\$0.01195	\$0.01010
% Inc/Dec(-) to Prior Periods				0.00%	17.19%				0.00%	18.29%
Cost/CCF - Sewer	6	CCF	\$12.69500	\$12.69500	\$11.81500	11	CCF	\$9.87000	\$9.87000	\$8.99000
Cost/GALLON - Sewer	4,488	GAL	\$0.01697	\$0.01697	\$0.01580	8,229	GAL	\$0.01319	\$0.01319	\$0.01202
% Inc/Dec(-) to Prior Periods				0.00%	7.45%				0.00%	9.79%
<i>(Listed Accounts Assume SAME USAGE for kWh and Water (CCF) for All Billing Periods)</i>										
<i>(One "1" Unit CCF of Water = "Hundred Cubic Foot" = 748.05 Gallons)</i>										

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

<b>2021 SEPTEMBER BILLING -</b>										
<b>Rate Comparisons to Prior Month a</b>										
			<b>Current</b>	<b>Prior Month</b>	<b>Prior Year</b>			<b>Current</b>	<b>Prior Month</b>	<b>Prior Year</b>
	<b>Service</b>	<b>Service</b>	<b>SEPTEMBER</b>	<b>AUGUST</b>	<b>SEPTEMBER</b>	<b>Service</b>	<b>Service</b>	<b>SEPTEMBER</b>	<b>AUGUST</b>	<b>SEPTEMBER</b>
<b>Customer Type</b>	<b>Usage</b>	<b>Units</b>	<b>2021 Rate</b>	<b>2021 Rate</b>	<b>2020 Rate</b>	<b>Usage</b>	<b>Units</b>	<b>2021 Rate</b>	<b>2021 Rate</b>	<b>2020 Rate</b>
<b>Customer Type -&gt;</b>	<b>COMMERCIAL USER - (3 Phase w/Demand)</b>					<b>INDUSTRIAL USER - (3 Phase w/Demand)</b>				
<b>Customer Charge</b>			\$18.00	\$18.00	\$18.00			\$100.00	\$100.00	\$100.00
<b>Distribution Energy Charge</b>	7,040	kWh	\$38.02	\$38.02	\$38.02	98,748	Reactive	\$2,303.85	\$2,303.85	\$2,303.85
<b>Distribution Demand Charge</b>	20.32	kW/Dmd	\$92.86	\$92.86	\$92.86	1510.1	kW/Dmd	\$8,215.30	\$8,215.30	\$8,215.30
<b>Power Supply Energy Charge</b>	7,040	kWh	\$623.04	\$623.04	\$623.04	866,108	kWh	\$39,165.42	\$39,165.42	\$39,165.42
<b>Power Supply Demand Charge</b>								\$15,296.55	\$15,296.55	\$15,296.55
<b>PSCAF - Monthly Factor</b>	7,040	kWh	\$55.05	\$77.72	\$74.34			\$6,434.32	\$9,083.75	\$8,688.80
<b>kWh Tax- Level 1</b>			\$9.66	\$9.66	\$9.66			\$9.66	\$9.66	\$9.66
<b>kWh Tax- Level 2</b>			\$20.80	\$20.80	\$20.80			\$56.24	\$56.24	\$56.24
<b>kWh Tax- Level 3</b>								\$3,087.71	\$3,087.71	\$3,087.71
<b>Total Electric</b>			<b>\$857.43</b>	<b>\$880.10</b>	<b>\$876.72</b>			<b>\$74,669.05</b>	<b>\$77,318.48</b>	<b>\$76,923.53</b>
<b>Water</b>	25	CCF	\$203.49	\$203.49	\$170.92	300	CCF	\$2,365.04	\$2,365.04	\$1,936.11
<b>Sewer (w/Strm.Sew. &amp; Lat.)</b>	25	CCF	\$200.69	\$200.69	\$177.29	300	CCF	\$1,982.69	\$1,982.69	\$1,717.29
<b>Storm Water (Rate/ERU)</b>			\$9.50	\$9.50	\$9.50			\$330.00	\$330.00	\$330.00
<b>Refuse (Rate/Service)</b>			\$5.00	\$5.00	\$5.00			\$5.00	\$5.00	\$5.00
<b>Sub-Other Services</b>			<b>\$418.68</b>	<b>\$418.68</b>	<b>\$362.71</b>			<b>\$4,682.73</b>	<b>\$4,682.73</b>	<b>\$3,988.40</b>
<b>Total Billing - All Services</b>			<b>\$1,276.11</b>	<b>\$1,298.78</b>	<b>\$1,239.43</b>			<b>\$79,351.78</b>	<b>\$82,001.21</b>	<b>\$80,911.93</b>
<i>Verification Totals-&gt;</i>			\$1,276.11	\$1,298.78	\$1,239.43			\$79,351.78	\$82,001.21	\$80,911.93
				<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>
<b>Dollar Chg.to Prior Periods</b>				-\$22.67	\$36.68				-\$2,649.43	-\$1,560.15
<b>% Inc/Dec(-) to Prior Periods</b>				-1.75%	2.96%				-3.23%	-1.93%
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====
<b>Cost/kWh - Electric</b>	7,040	kWh	\$0.12179	\$0.12501	\$0.12453	866,108	kWh	\$0.08621	\$0.08927	\$0.08882
<b>% Inc/Dec(-) to Prior Periods</b>				-2.58%	-2.20%				-3.43%	-2.94%
<b>Cost/CCF - Water</b>	25	CCF	\$8.13960	\$8.13960	\$6.83680	300	CCF	\$7.88347	\$7.88347	\$6.45370
<b>Cost/GALLONS - Water</b>	18,701	GAL	\$0.01088	\$0.01088	\$0.00914	224,415	GAL	\$0.01054	\$0.01054	\$0.00863
<b>% Inc/Dec(-) to Prior Periods</b>				0.00%	19.06%				0.00%	22.15%
<b>Cost/CCF - Sewer</b>	25	CCF	\$8.02760	\$8.02760	\$7.09160	300	CCF	\$6.60897	\$6.60897	\$5.72430
<b>Cost/GALLON - Sewer</b>	18,701	GAL	\$0.01073	\$0.01073	\$0.00948	224,415	GAL	\$0.00883	\$0.00883	\$0.00765
<b>% Inc/Dec(-) to Prior Periods</b>				0.00%	13.20%				0.00%	15.45%
<i>(Listed Accounts Assume SAME USA</i>										
<i>(One "1" Unit CCF of Water = "Hundre</i>										

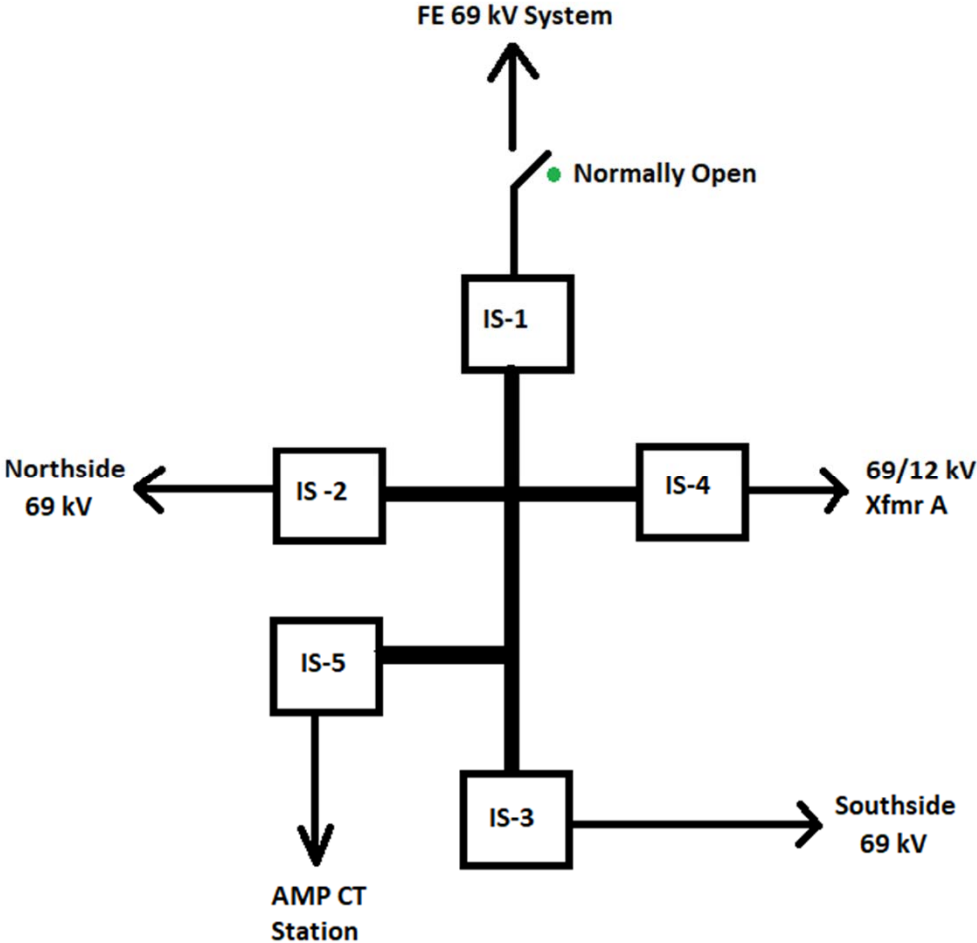
# AMP Transmission Options to Rebuild Napoleon's Industrial Substation

Alex Lousos/Rayon Donaldson

Last Updated: 9/2/2021

*AMP*  
TRANSMISSION

# Existing Industrial Substation One-Line



Business - Confidential



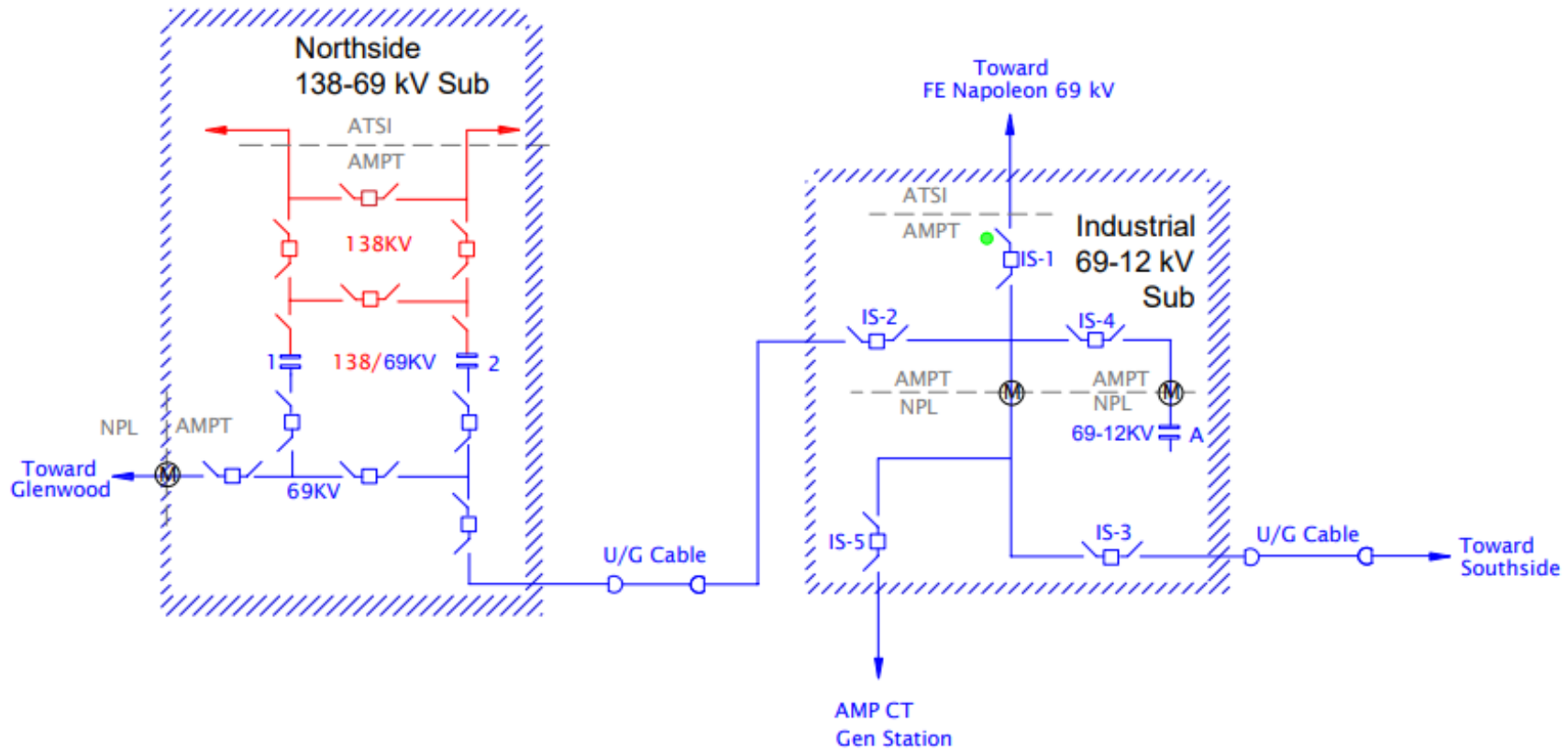
# Existing Industrial Substation Physical Layout



Business - Confidential



# AMPT Purchase of Napoleon (NPL) Facilities Phase 1



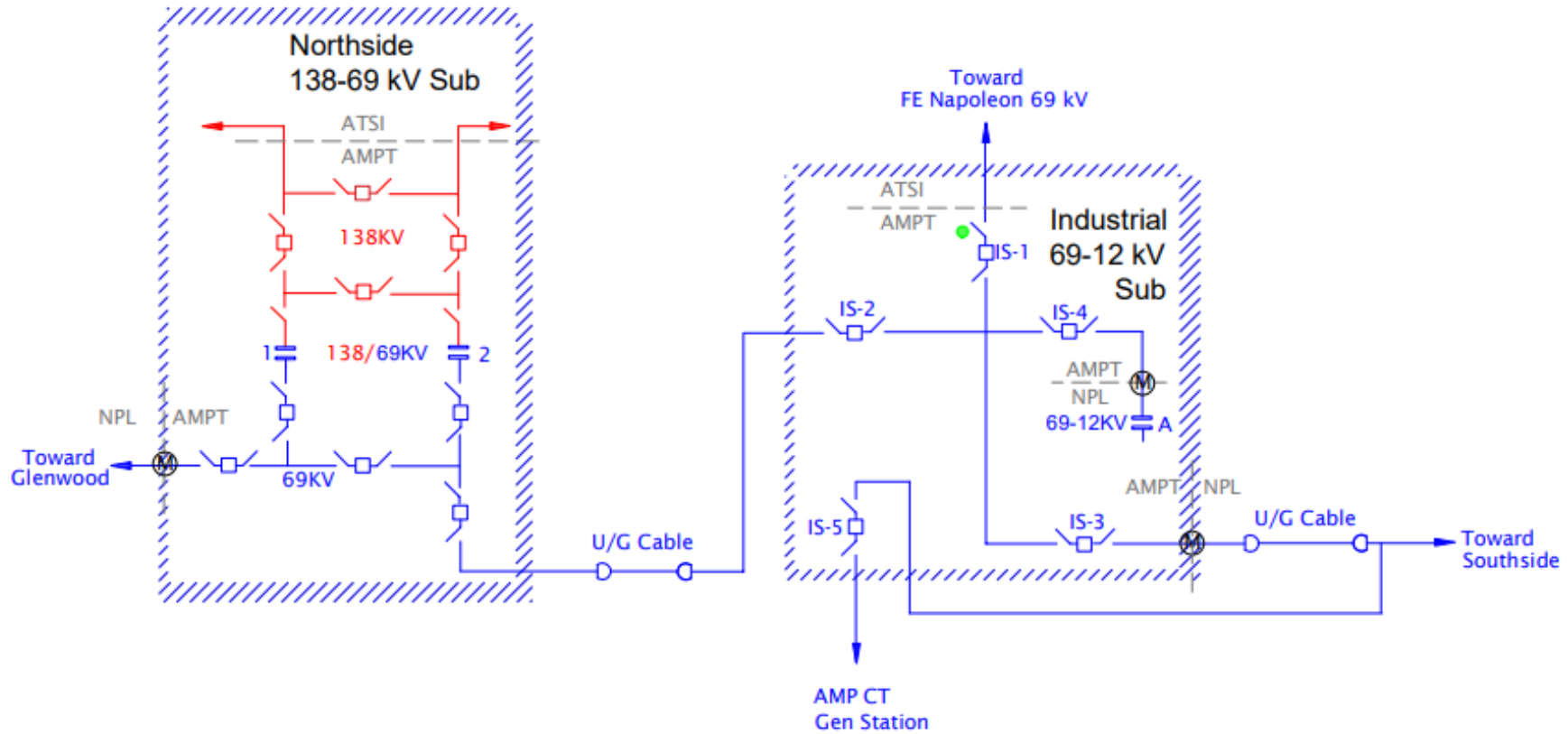
# AMPT Purchase of Napoleon - Phase 1

**Phase 1 does not include IS-5 and IS-3 CBs. For the AMP CT generation to remain “behind the meter”, the generation must not directly connect to AMPT facilities.**

**Therefore, the metering will need to be installed at Industrial in a location that meets this criteria.**

**The IS-5 CB is needed by generation which is also why it has not been included in the purchase.**

# AMPT Purchase of Napoleon Facilities Phase 2



Business - Confidential

# AMPT Purchase of Industrial Substation Phase 2

Phase 2 does not include the IS-5 CB as it relates to generation facilities.

Once the generation is reterminated onto the Industrial-Southside 69 kV line, the IS-3 CB and related facilities can be purchased by AMPT. This new configuration allows for the AMP CT generation to remain “behind the meter”.

- Estimated cost to reterminate BTM Gen is approximately 0.8 Million. This would be a cost to Napoleon.

The metering point would also be impacted.

# Different Options at Industrial Substation (Long Term Reinforcements)

**Option 1** – Single Ring Bus

**Option 2A** - AMPT Ring and NPL Ring Bus Initial

**Option 2B** – AMPT Ring and NPL Ring Bus Ultimate

**Option 3** – AMPT Ring and NPL Breaker-And-A-Half

# Different Options at Industrial Substation (Long Term Reinforcements)

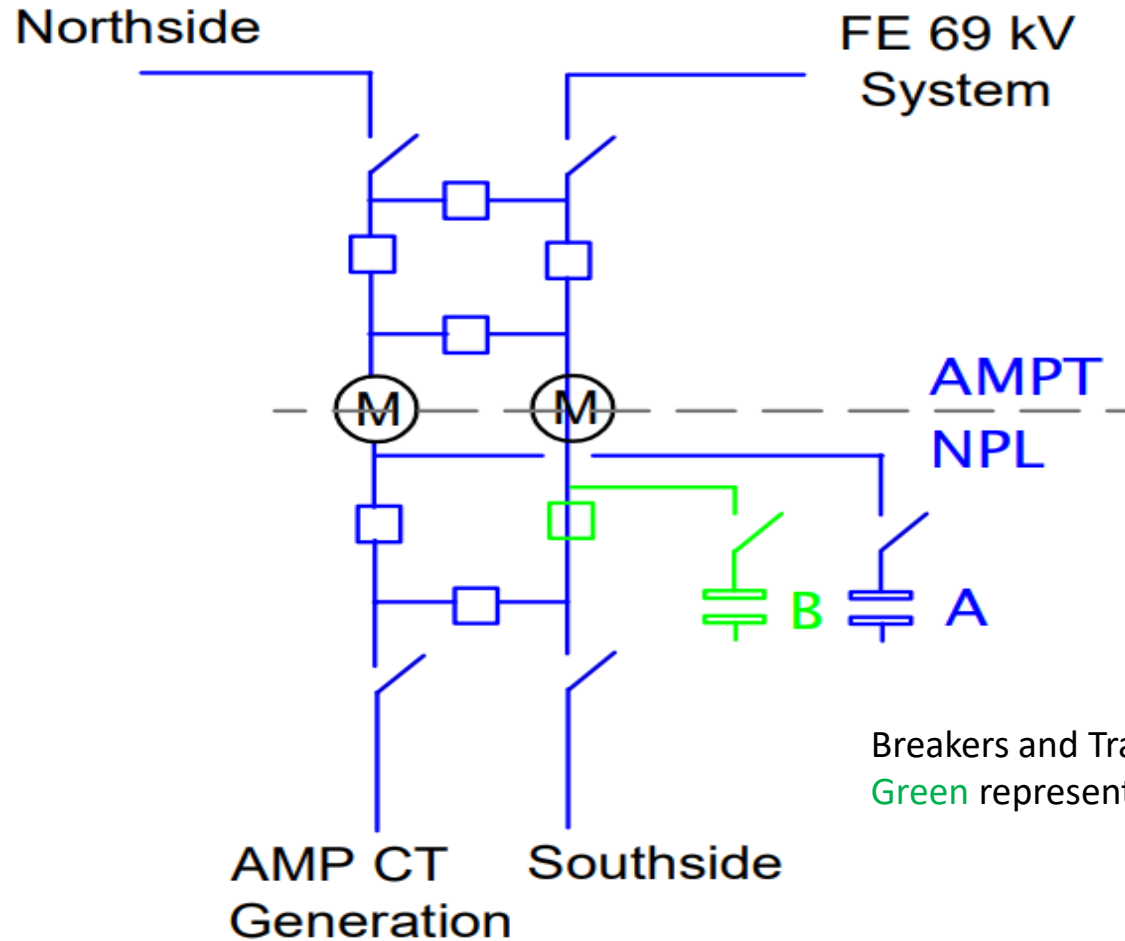
**Option 4** – AMPT Ring Bus Initial w/ AMP CT Gen Reterminated

**Option 5** – AMPT/NPL Single Ring Bus w/ AMP CT Gen Reterminated

**Option 6** - AMPT Sectionalized Bus Configuration

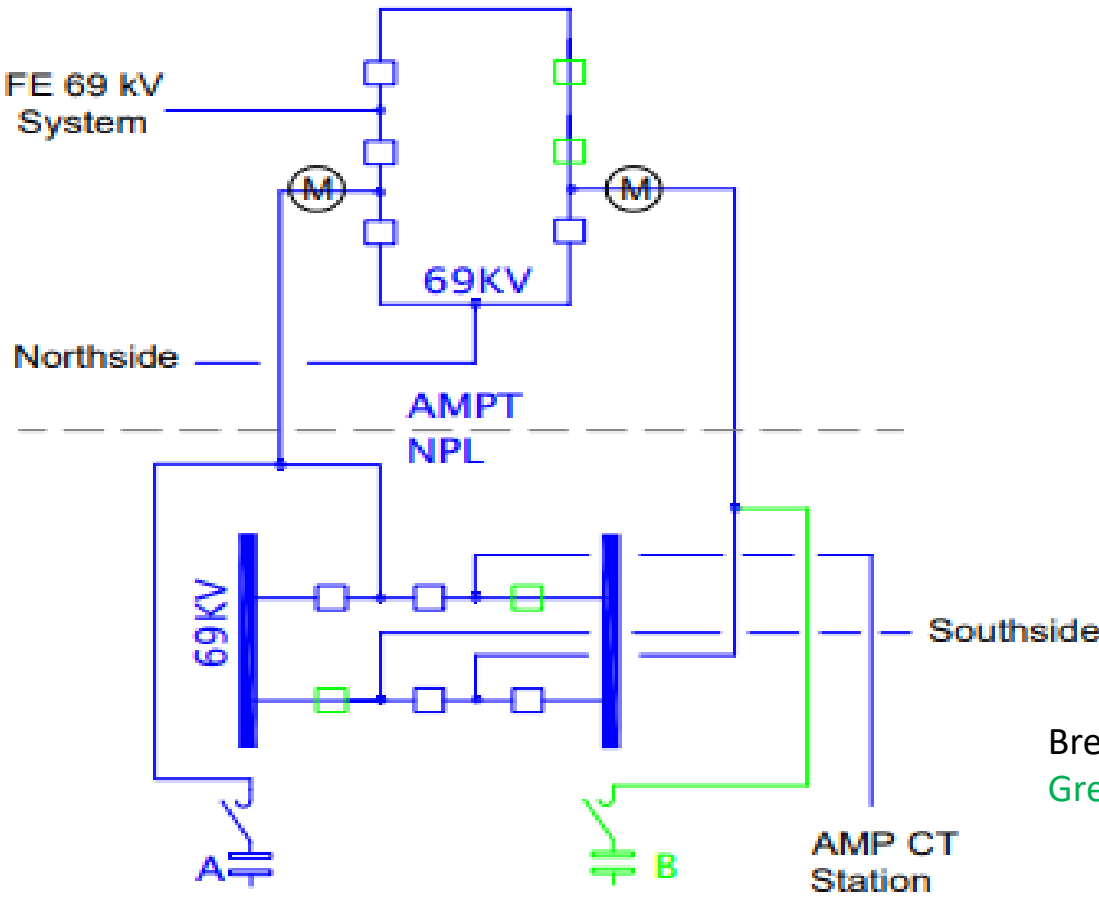
**Option 7** –AMPT Ring and NPL Sectionalized Bus Ultimate

# Option 1 - One-Line



Breakers and Transformers in Green represent future facilities.

# Option 2A - One-Line



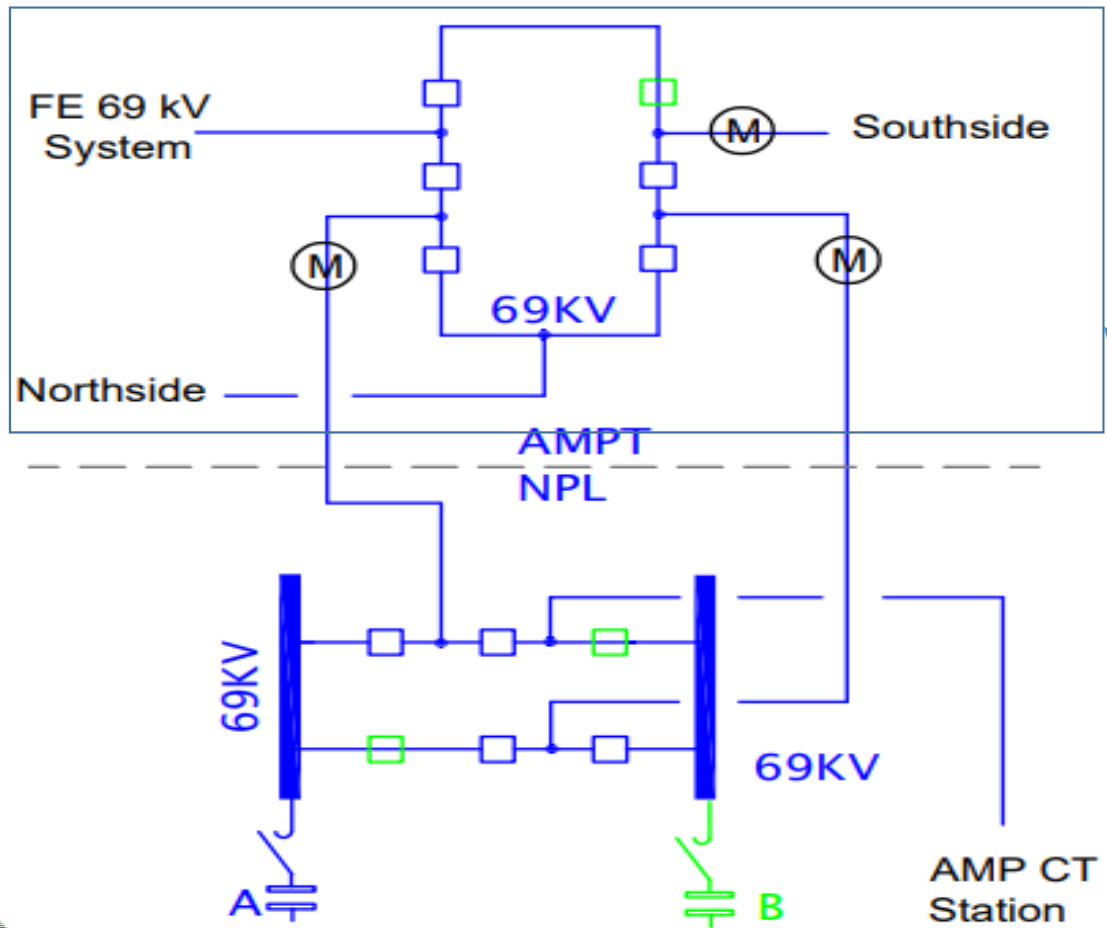
Breakers and Transformers in Green represent future facilities.

Business - Confidential





# Option 2B - One-Line

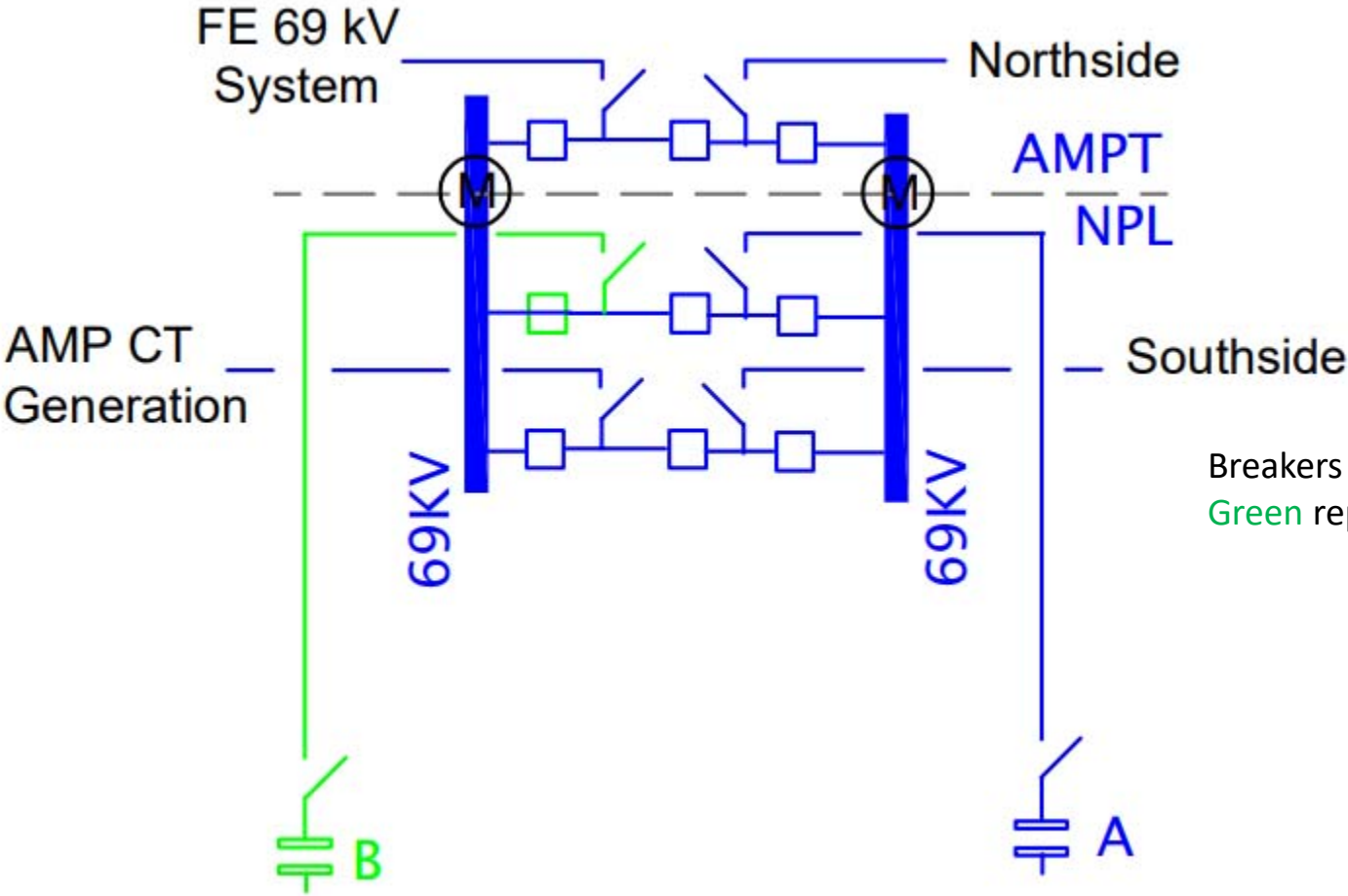


Easily created from an initial implementation of Option 4.

Breakers and Transformers in Green represent future facilities.

This configuration would allow Napoleon to sell additional transmission facilities as it addresses the BTM Generation.

# Option 3 – One-Line



Breakers and Transformers in Green represent future facilities.

# Comparison of all 4 Original Options

Option 1 (Original Ring Bus)	Option 2A (Two Ring Buses Initial)	Option 2B (Two Ring Buses Ultimate)	Option 3 (Breaker-And-A-Half)
<b>Does not</b> support additional transfer of 69 kV facilities to AMPT without negatively impacting the BTM generation.	<b>Does</b> support for future AMPT 69 kV transmission options regardless of BTM gen, if NPL owns the separate ring bus.	<b>Arranged to accommodate</b> AMPT 69 kV transmission options regardless of BTM gen, if NPL owns the separate ring bus.	<b>Does not</b> support additional transfer of 69 kV facilities to AMPT without negatively impacting the behind the meter generation.
Only three (3) CBs would be owned by Napoleon. No consideration for future expansion.	Four (4) CBs would be owned by Napoleon. This option is arranged for future expansion (Option 2B).	Five (5) CBs and larger portion of the substation would be owned by Napoleon.	Six (6) CBs and larger portion of the substation would be owned by Napoleon.
A line outage along with a stuck CB (IS-1) would interrupt both strong 69 kV sources into the sub.	Resolved stuck CB issue identified with Option 1.	Lines are electrically arranged in an optimal configuration for future sale.	Stuck CB issue (like Option 1).

Cost (estimation)	Replacement	Option 1	Option 2a	Option 2b	Option 3
MISO Estimate <sup>(1)</sup>	N/A	\$6,600,000	\$7,900,000	\$8,400,000	\$10,100,000

(1) Source MISO Transmission Cost Estimation Guide for MTEP21, April 2021.

Cost (by party)	Replacement	Option 1	Option 2a	Option 2b	Option 3
Transmission (AMPT)	\$ -	\$ 3,423,420	\$ 3,511,420	\$ 3,824,920	\$ 3,365,340
Transmission (NPL)*	\$ 1,525,000 <sup>(1)</sup>	\$ 1,712,200	\$ 1,925,000	\$ 1,772,800	\$ 2,057,800
<i>Distribution (NPL)</i>	<i>\$ 2,100,000<sup>(1)</sup></i>	<i>\$ 2,100,000<sup>(1)</sup></i>	<i>\$ 2,100,000<sup>(1)</sup></i>	<i>\$ 2,100,000<sup>(1)</sup></i>	<i>\$ 2,100,000<sup>(1)</sup></i>
<i>AMP CT Re-Termination</i>	<i>\$<sup>(2)</sup></i>	<i>\$ 800,000<sup>(2)</sup></i>	<i>\$ 800,000<sup>(2)</sup></i>	<i>\$ 800,000<sup>(2)</sup></i>	<i>\$ 800,000<sup>(2)</sup></i>
Total (NAP Direct Costs)	\$3,625,000	\$ 4,612,200	\$ 4,825,000	\$ 4,672,800	\$ 4,957,800
Total (AMPT + NAP)	\$3,625,000	\$ 8,035,620	\$ 8,336,420	\$ 8,497,720	\$ 8,323,140

(1) Source Electric System Improvements Plan, August 2019

(2) Napoleon cost for Generation re-termination

\* Napoleon Transmission are facilities owned by Napoleon that would be operated at 69 kV.

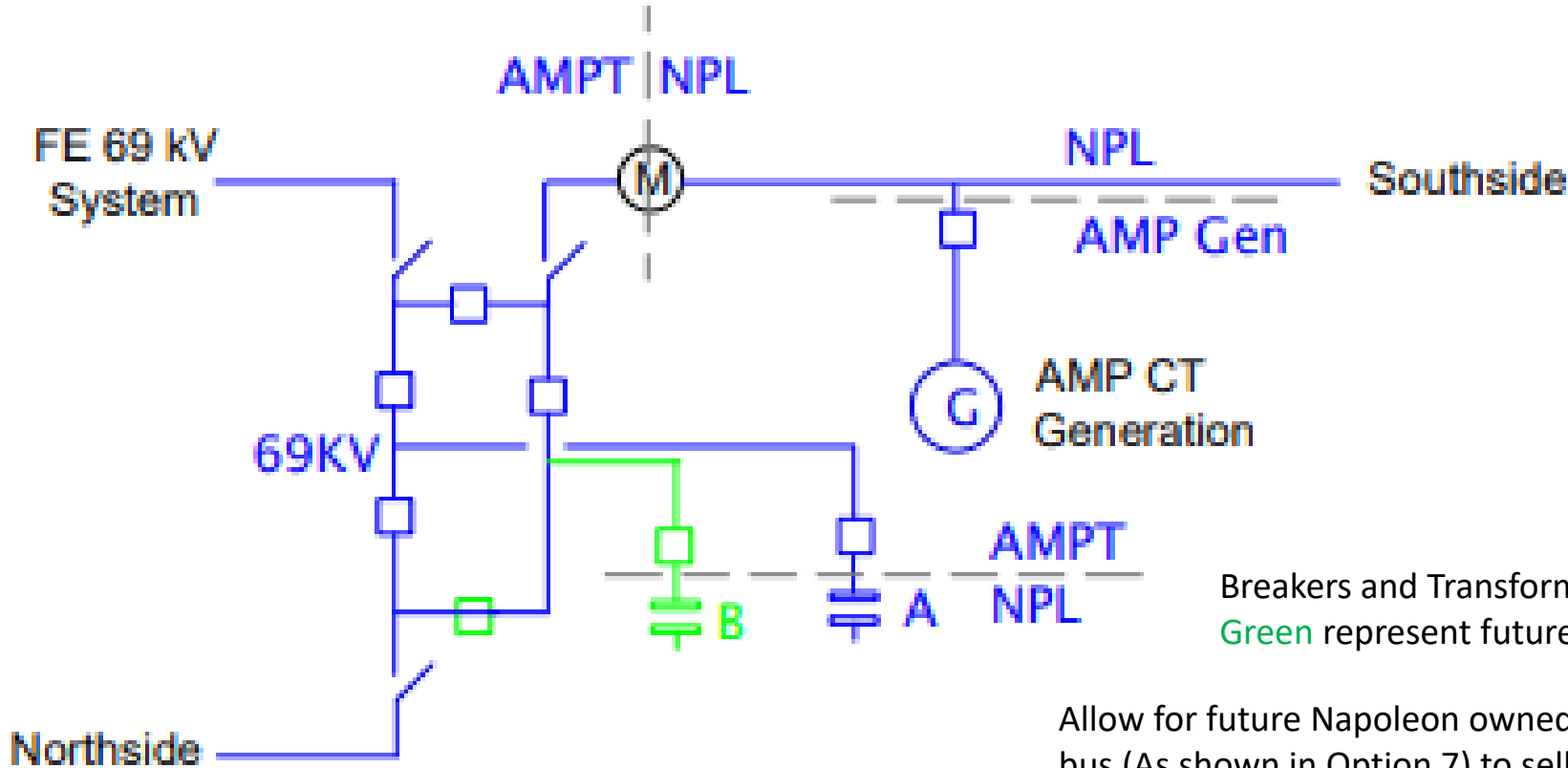
Criteria	Replacement	Option 1	Option 2a	Option 2b	Option 3
Interconnect (AMPT)	No	Yes	Yes	Yes	Yes
Interconnect (NPL)	Yes	Yes	Yes	Yes	Yes
BTM Generation (AMP)	Yes	Yes	Yes	Yes	Yes
Future Sale of 69kV	No	No	Yes**	Yes	No

\*\* As long as the substation can be layed out to support Option 2B in the future.

Business - Confidential

TRANSMISSION

# Option 4 – One-Line

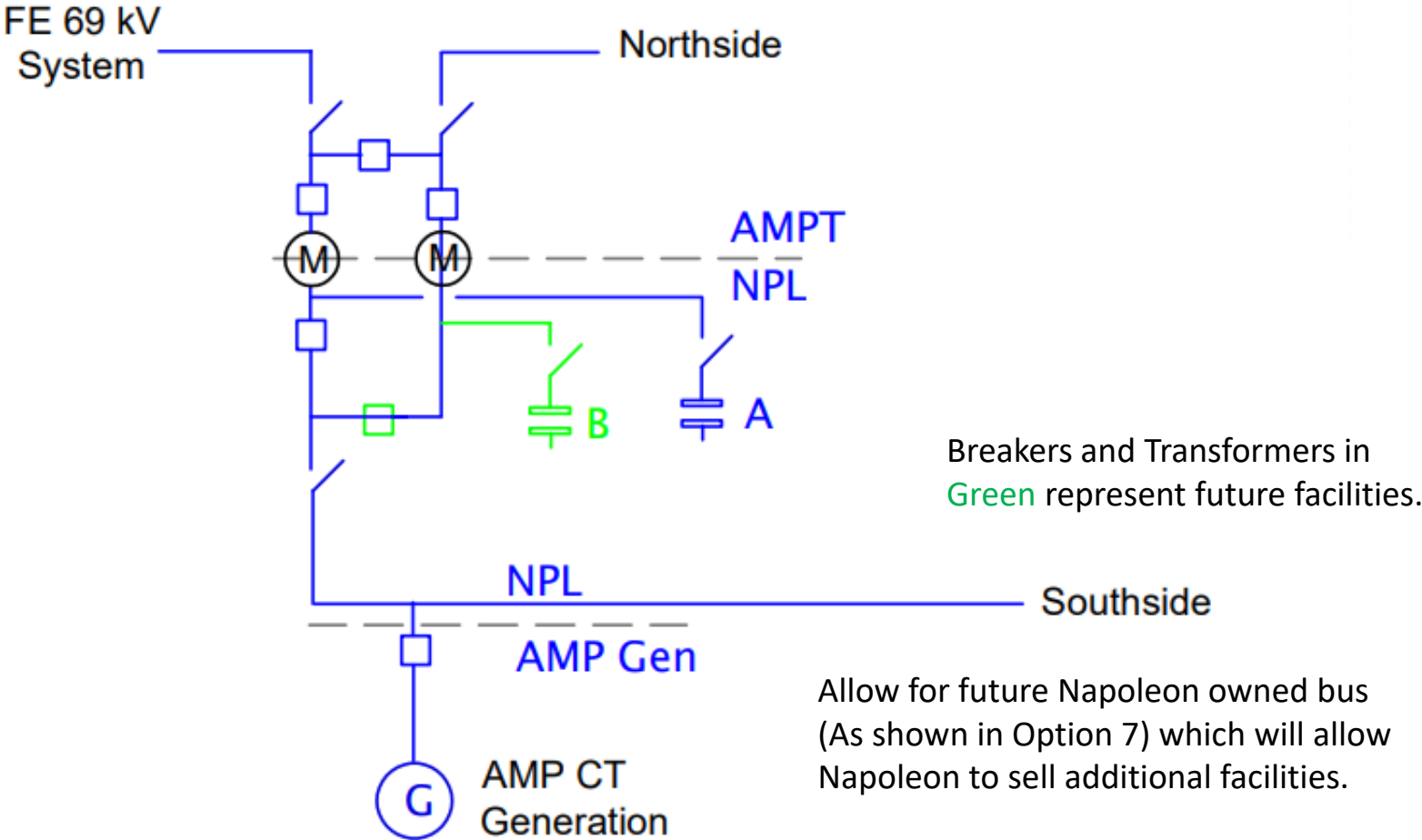


Breakers and Transformers in Green represent future facilities.

Allow for future Napoleon owned bus (As shown in Option 7) to sell additional NPL 69 kV facilities.



# Option 5 – One-Line

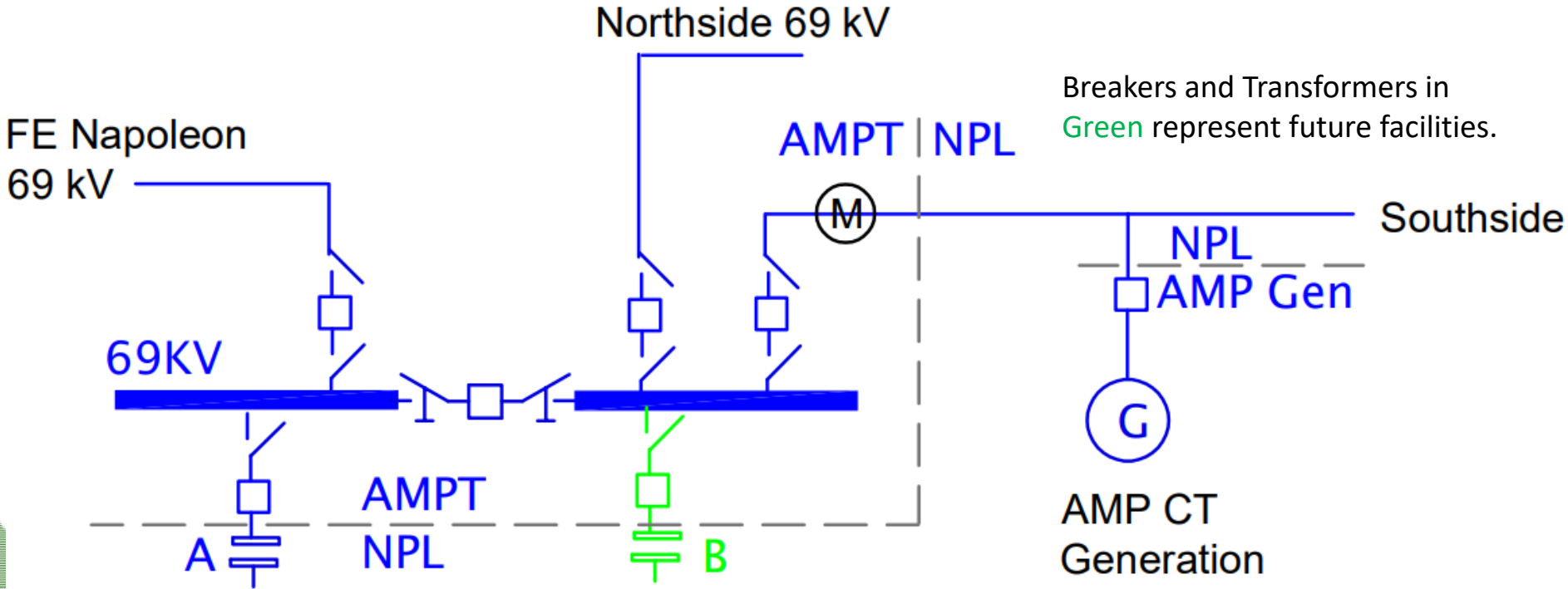


Breakers and Transformers in Green represent future facilities.

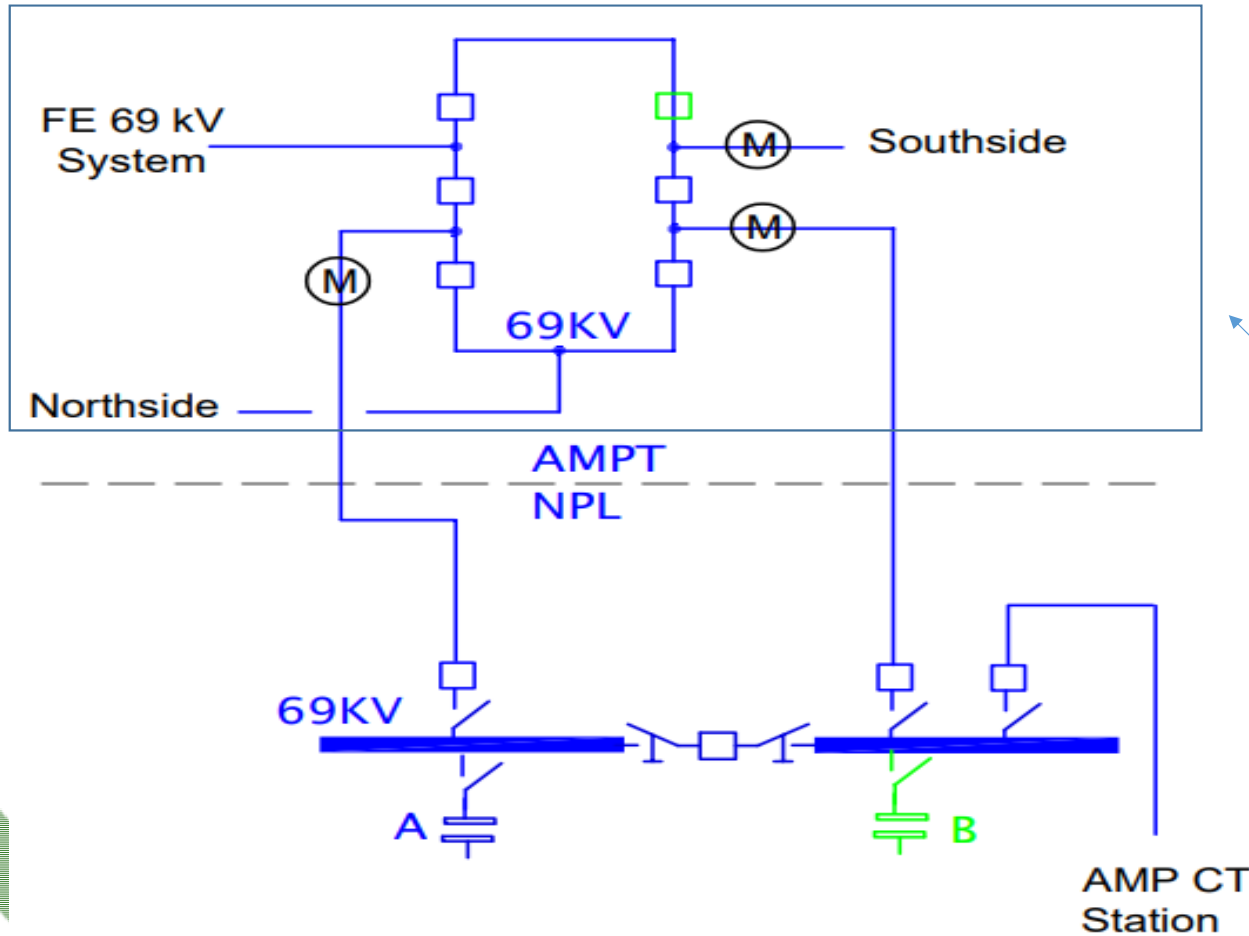
Allow for future Napoleon owned bus (As shown in Option 7) which will allow Napoleon to sell additional facilities.



# Option 6 – One-Line



# Option 7 – One-Line (Alternate to 2B)



Easily created from an initial implementation of Option 4.

This configuration would allow Napoleon to sell additional transmission facilities as it addresses the BTM Generation.

Breakers and Transformers in Green represent future facilities.



# Comparison of all 4 New Options

Option 4 (AMPT Ring Bus w/ AMPT CT Gen Reterminated)	Option 5 (AMPT/NPL Single Ring Bus w/ AMP CT Gen Re-terminated)	Option 6 (AMPT Sectionalized Bus Configuration)	Option 7 (AMPT Ring and NPL Single Bus Ultimate)
<p><b>Does</b> support for <b>future</b> AMPT 69 kV transmission options. Need to convert this arrangement to Option 7 to sell remaining NPL assets.</p>	<p><b>Does</b> support for <b>future</b> AMPT 69 kV transmission options. Need to convert this arrangement to Option 7 to sell remaining NPL assets.</p>	<p><b>Does not</b> support additional transfer of 69 kV facilities to AMPT without negatively impacting the behind the meter generation.</p>	<p><b>Arranged to accommodate</b> AMPT 69 kV transmission options regardless of BTM gen if NPL owns the separate ring bus.</p>
<p>Zero (0) 69 kV CBs would be owned by Napoleon at this stage.</p>	<p>One (1) CBs would be owned by NPL if only Xfmr A energized. Increases to two (2) CBs with Transformer B.</p>	<p>Zero (0) 69 kV CBs would be owned by NPL at this stage. AMPT would own high side CBs in this configuration.</p>	<p>Four (4) CBs would be owned by Napoleon. Two (2) additional CBs could be added if NPL wishes to add high side breakers.</p>
<p>Napoleon would be responsible for costs related to reterminating the BTM to the Industrial-Southside 69 kV line.</p>	<p>Napoleon would be responsible for costs related to reterminating the BTM to the Industrial-Southside 69 kV line.</p>	<p>Napoleon would be responsible for costs related to reterminating the BTM to the Industrial-Southside 69 kV line.</p>	<p><b>Lines are electrically arranged in an optimal configuration for future sale.</b></p>

# Comparison of all New Options

Cost (by party)	Option 4	Option 5	Option 6	Option 7
Transmission (AMPT)	\$ 3,536,500	\$ 3,277,340	\$ 3,536,500	\$ 3,824,920
Transmission (NPL) *	\$	\$ 1,427,200	\$	\$ 1,772,800
Distribution (NPL)	\$ 2,100,000 <sup>(1)</sup>	\$ 2,100,000 <sup>(1)</sup>	\$ 2,100,000 <sup>(1)</sup>	\$ 2,100,000 <sup>(1)</sup>
AMP CT Re-Termination	\$ 800,000 <sup>(2)</sup>	\$ 800,000 <sup>(2)</sup>	\$ 800,000 <sup>(2)</sup>	\$ 800,000 <sup>(2)</sup>
Total (NPL Direct Costs)	\$ 2,900,000	\$ 4,327,200	\$ 2,900,000	\$ 4,672,800
Total (AMPT + NPL)	\$ 6,436,500	\$ 7,604,540	\$ 6,436,500	\$ 8,497,720

(1) Source *Electric System Improvements Plan*, August 2019

(2) Napoleon cost for Generation re-termination

\* Napoleon Transmission are facilities owned by Napoleon that would be operated at 69 kV.

Criteria	Option 4	Option 5	Option 6	Option 7
Interconnect (AMPT)	Yes	Yes	Yes	Yes
Interconnect (NPL)	No	Yes	No	Yes
BTM Generation (AMP)	Yes	Yes	Yes	Yes
Future Sale of 69kV	Yes**	Yes**	No	Yes

\*\* As long as the substation is layed out to support Option 7 or Option 2B in the future.

# Napoleon Power & Light

AUGUST 2021 DEPARTMENT SUMMARY



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## Standby Callouts:

There were twenty callouts for the month. Twelve callouts resulted in an outage.

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## Lineman Crew:

Crew focused on the following projects this month: Industrial sub repair of feeder 2062 after tree fell on lines; Shut offs; Trim trees on 400 block of E Clinton and 600 block of W Clinton; Trim trees on 100 block of W Maumee; Replace relay switch to irrigation pump at gulf course; Rebuild 3 phase line at Buckeye Builders; shop maintenance; Wastewater electric primary upgrade; Replace sec. pole and security light at 535 Appian; Trim trees at Legion Annex; URD service at Dunbar's on County Road 15; Replace sec. pole at 414 E Clinton; Removal of old JV5 hardware at Industrial Sub; Hang new primary metering for Wastewater service upgrade; Tree removal on right of way at Mohring Dr; Trail wind apartments transformer install and wire termination.

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## Line Clearance Crew:

Crew managed and maintained clearance space at six locations throughout the service area. They also assisted the lineman crew with three various projects this month.

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## Storeroom/Inventory Purchasing/Meter Reading:

Shawn read meters, managed inventory and assisted the lineman crew as needed.

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## Substation Crew:

Crew completed weekly and monthly checks at all 4 substations.

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## System Load/Daily Generation Output/Power Portfolio:

Peak load for the month was 29.94 MW. This was an increase of 1.75 MW compared to prior year. Average Load for the month was 18.52 MW. This was an increase of .32 MW compared to prior year.

# Napoleon Power & Light

## AUGUST 2021 STANDBY CALL-OUTS SUMMARY



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### August 1, 2021:

Electric personnel were dispatched at 3:45 AM to State Route 110. An outage caused by a bad transformer lasted one and a half hours and affected twentyseven customers. Personnel cleared cutout that tripped reclosure and reenergized.

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### August 2, 2021:

Electric personnel were dispatched at 8:30 PM to 16-374 County Road V. An outage caused by an animal lasted one hour and affected one customer. Personnel removed animal and refused cutout.

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### August 4, 2021:

Electric personnel were dispatched at 1:30 AM to County Road 16 and County Road U. An outage caused by a car accident lasted four and a half hours and affected one customer. Personnel replaced 40' pole and 25 KVA transformer.

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### August 4, 2021:

One employee was dispatched at 3:05 PM to various locations. The callout resulted in a non-outage. Personnel reconnected power due to non-payments.

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### August 4, 2021:

Electric personnel were dispatched at 9:21 PM to Industrial Drive and Independence Drive. The callout resulted in a non-outage. Personnel replaced street light relay that went bad.

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### August 5, 2021:

One employee was dispatched at 3:05 PM to various locations. The callout resulted in a non-outage. Personnel reconnected power due to non-payments.

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### August 5, 2021:

Electric personnel were dispatched at 7:10 PM to Coon Hollow Drive. The callout resulted in a non-outage. Personnel determined the customer's breaker had tripped.

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### August 6, 2021:

Electric personnel were dispatched at 3:30 PM to 170 Derome Drive. The callout resulted in a non-outage. Personnel cut power to meter base so customer could safely pull new wires to box.

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# Napoleon Power & Light

## AUGUST 2021 STANDBY CALL-OUTS SUMMARY



### **August 9, 2021:**

Electric personnel were dispatched at 4:50 PM to County Road T. An outage caused by an unknown reason lasted one hour and affected thirteen customers. Personnel refused cutout.

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### **August 10, 2021:**

Electric personnel were dispatched at 6:50 AM to County Road M2. An outage caused by lightning lasted one hour and affected six customers. Personnel refused cutout.

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### **August 11, 2021:**

Electric personnel were dispatched at 5:00 AM to 7-663 County Road W. An outage caused by trees lasted one hour and affected one customer. Personnel refused cutout.

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### **August 11, 2021:**

Electric personnel were dispatched at 3:15 PM to 115 Glenwood Avenue. An outage caused by trees lasted two and a half hours and affected one customer. Personnel replaced pole and service.

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### **August 15, 2021:**

Electric personnel were dispatched at 8:00 AM to Twin Oaks. An outage caused by an animal lasted one hour and affected eighty-one customers. Personnel removed bird and refused cutout.

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### **August 20, 2021:**

Electric personnel were dispatched at 3:01 PM to 150 Orchard Lane. An outage caused by a burnt connection lasted thirty minutes and affected one customer. Personnel replaced connection at the house.

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### **August 20, 2021:**

Electric personnel were dispatched at 5:38 PM to 22 Lakeview Drive. An outage caused by a burnt connection lasted one hour and affected five customers. Personnel replaced connection at the transformer.

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### **August 20, 2021:**

Electric personnel were dispatched at 8:00 PM to 1490 Glenwood Avenue. The callout resulted in a non-outage. Personnel cut power to the house due to a fire.

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# Napoleon Power & Light

## AUGUST 2021 STANDBY CALL-OUTS SUMMARY



### **August 20, 2021:**

Electric personnel were dispatched at 9:17 PM to N Perry Street and Washington Street. The callout resulted in a non-outage. Personnel replaced breaker in stop light control panel.

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### **August 21, 2021:**

Electric personnel were dispatched at 2:39 PM to County Road V and County Road 12. An outage caused by balloons lasted one hour and affected three customers. Personnel replaced blown tranformer and line fuses.

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### **August 28, 2021:**

Electric personnel were dispatched at 10:50 AM to N-433 State Route 108. An outage caused by an old cutout door burnt lasted and a half minutes and affected two customers. Personnel replaced cutout and 6amp fuse.

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### **August 31, 2021:**

Electric personnel were dispatched at 9:32 PM to 617 W Clinton Street. The callout resulted in a non-outage. Personnel disconnected power until electrician can repair mast that was ripped down by a tree limb.

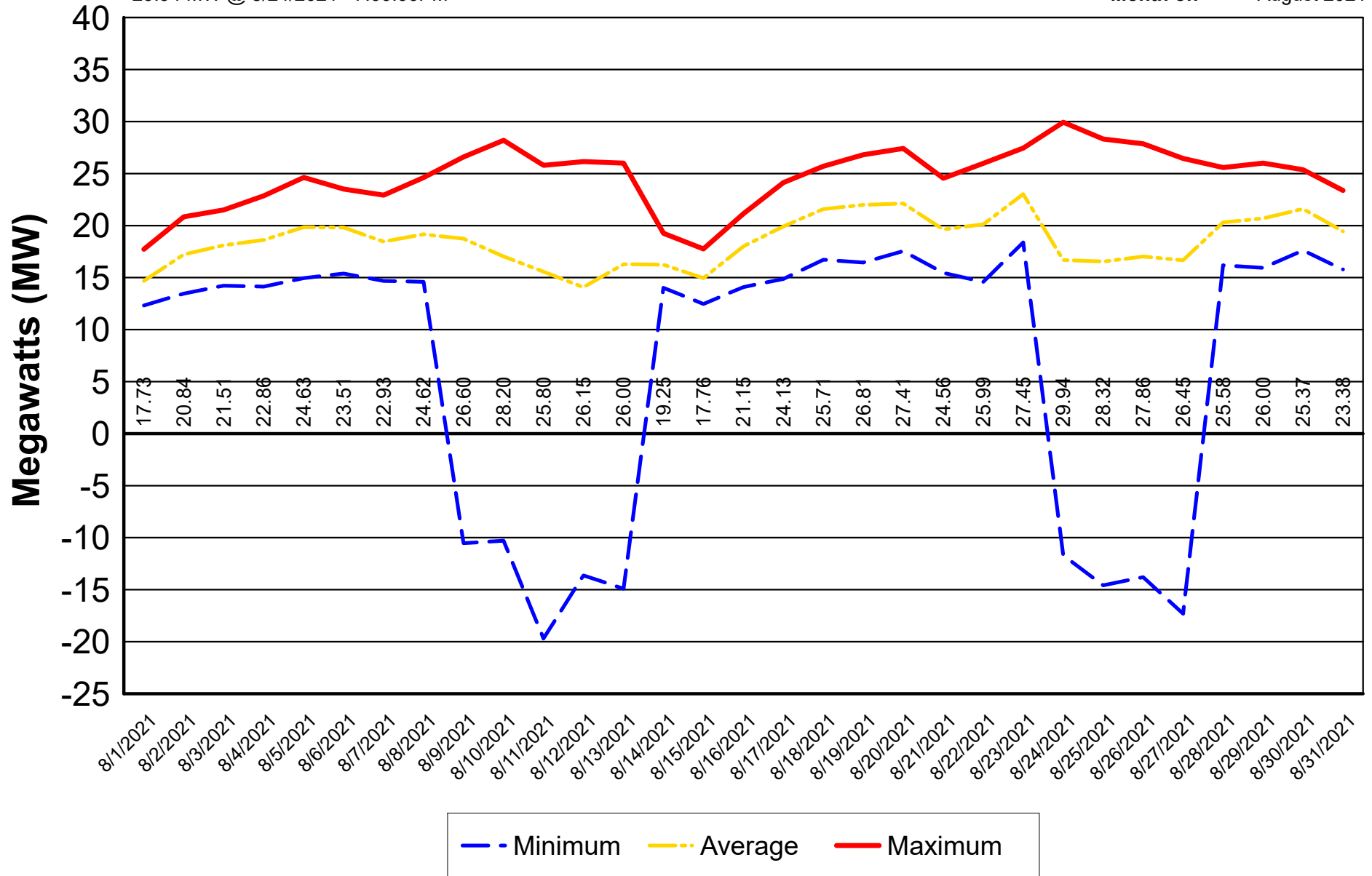
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# Napoleon Power & Light

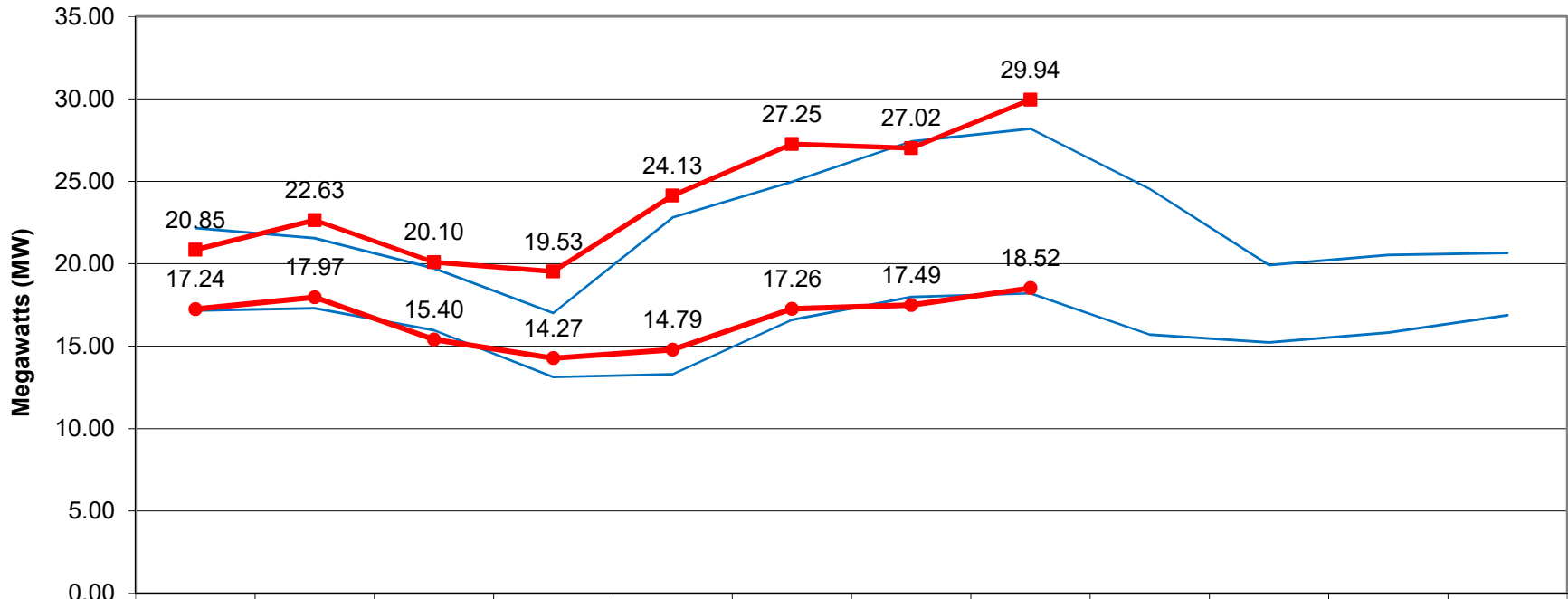
## System Load

Peak Load:  
29.94 MW @ 8/24/2021 7:00:00PM

Month of: August 2021



# NAPOLEON POWER & LIGHT



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	1/1/2020	2/1/2020	3/1/2020	4/1/2020	5/1/2020	6/1/2020	7/1/2020	8/1/2020	9/1/2020	10/1/2020	11/1/2020	12/1/2020
— 2020 MAX	22.17	21.55	19.72	17.01	22.79	24.95	27.41	28.19	24.54	19.92	20.53	20.65
— 2020 AVG	17.16	17.29	15.97	13.13	13.29	16.59	17.98	18.20	15.70	15.23	15.82	16.87
■ 2021 MAX	20.85	22.63	20.10	19.53	24.13	27.25	27.02	29.94				
● 2021 AVG	17.24	17.97	15.40	14.27	14.79	17.26	17.49	18.52				

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



CITY OF NAPOLEON BOARD OF PUBLIC AFFAIRS

**REVISED MEETING AGENDA**

**Monday, September 13, 2021 at 6:15 pm**

Council Chambers, 255 West Riverview Avenue, Napoleon, Ohio  
to view via WebEx, see [www.napoleonohio.com/EVENTS](http://www.napoleonohio.com/EVENTS)

- 1) Approval of Minutes ~ July 12, 2021 meeting (In the absence of any objections or corrections, the Minutes shall stand approved)

Meeting with Electric Committee

- 2) Review/Approval of the Power Supply Cost Adjustment Factor for September 2021: PSCA 3-month averaged factor \$0.00782 and JV2 \$0.028525
- 3) Efficiency Smart Update
- 4) Update on Industrial Substation Rehab/Upgrade
- 5) Electric Department Reports
- 6) Any Other Matters
- 7) Adjournment

*Roxanne Dietrich*

Roxanne Dietrich- Clerk of Council



basically the same as the first agreement. The rest is supporting documentation for listing what the equipment is. The Northside Substation components were 50/50 with half to AMPT and the other half to the distribution side. What was sold in the old agreement at the Northside Sub that shared piece goes away. AMPT will assume ownership of all of the equipment, the 69kV line and all of Industrial Substation. We will have to have another ground lease agreement for a lump sum payment of \$22,500 as we will continue to hold the land for the Northside Substation. There will be a separate agreement for the permanent easement and legal description. These are the major components of the agreement that matter the most. Dr. Cordes asked do you have in the agreement the right to choose like we talked about using something easier to clean up a spill like soybean oil versus that other oil? Kuhlman stated the type of oil they use is standard. Dr. Cordes said we talked before Siclair interjected one was to have been a better quality Dr. Cordes said and be easier to cleanup if there was a problem or spill. We talked about it before, having the right when we sold it to say we definitely want to have the soybean oil in case something would happen because we still are operating and maintaining. Mazur noted we can write that in the agreement. We are operating under the assumption we are going to have a say in the equipment. Dr. Cordes asked it is better to have something in there that gives us the right to do that? It's probably too late when you sign it. DeWit asked in the end, who owns the substation? Prigge stated they own the equipment. DeWit asked who is responsible for the cleanup cost? Mazur replied they are. DeWit said in the end who owns the cleanup cost? Mazur responded they do. DeWit questioned why would we care, we decided to sell and I would not get any more involved than needed. Dr. Cordes said supposedly it is to be a superior product. DeWit replied I understand but, we made the decision to sell and it is no longer our asset. Siclair said what started the discussion was we were concerned if they get to make all the choices and it becomes a financial decision on their part, we could pay the price because they don't want to invest as much into it as maybe we would have done if we were in charge of the project ourselves. DeWit noted the contract we are accepting should protect against that, not whether or not we pick soybean or Crisco oil. This is the contract we are looking at, we are getting out of this business, we are selling this business for a long term lease because it is cheaper than buying it ourselves. You cannot fail primary transformer based on what you put into it or they wouldn't let you do it. Dr. Cordes added there was to be some advantage with fault strike and the cleanup if there was a spill. Mazur said the functionality is more important to us because it is still connected to our system and still serving our customers. We want to make sure the functionality is of a superior quality that functions for what we need it to at a reasonable degree. DeWit asked in the end do we ever own the asset again? Mazur responded they only way that would affect us is if we do a buy back. Dr. Cordes thought that may add confusion to the paperwork. DeWit commented to me it is more important when do we own it again, if ever, and it is worth whatever. At the end of the last payment, do we get it back or is this a perpetual thing and we have sold it forever? Mazur replied it is perpetual. DeWit said we still have responsibility for fixing it but are we fixing it at their cost and their direction or do you give the direction? Mazur said we work hand-in-hand. We will continue with the ongoing maintenance and we bill that to them. DeWit stated so they still pay for the distribution side of the transformer, that does not get passed on but anything past the ring bust we eat that ourselves. Mazur-essentially. Dr. Cordes said we own the land and are leasing it to them. DeWit commented if it is not a big issue why put it in? Mazur I believe it would be good to have that in there. Kuhlman noted if you overload a transformer they do a transfusion, then you can drain it and put new oil in. Dr. Cordes asked Kuhlman it's not a big deal either way? Kuhlman said no, when you buy a transformer it is pretty much a lifelong thing. They are routinely inspected and if it was leaking it would be repaired. Whatever oil they put in is the standard, they have certain requirements they have to meet. DeWit asked who maintains the property, who makes the decision on maintenance and who provides security? Mazur explained they are responsible and we maintain, that is in the O&M agreement. DeWit expressed his concern about security. Mazur said now that you brought it up, the construction agreement is where we will insert a clause that we have a say, this is just a purchase agreement. The construction agreement is the next step. Once we get through this, we will do a joint RFQ to design both sides and will work with MASA who is a branch of AMP that does general contract management for entities. We feel it is best to run the RFQ ourselves and work directly with AMP, we don't need to subcontract out to MASA that would be an added cost. We want to have one engineering firm for both sides.



the ROE, the margin that they are collecting where we have proposals out there. AMPT has to be a stand-alone entity, AMP is a stand-alone entity. Siclair pointed out AMPT came into being at our request, that is how the whole business began. They weren't trying to get into the transmission business we were Dr. Cordes interjected otherwise we would have had to sell to First Energy. Mazur said there are a lot of benefits to partnering with AMPT that will save the rate payers money. That is the driving force. The rate payers will save money in the long run. We still have a say, we are still a member of AMP.

Motion: DeWit

Second: Dr. Cordes

to approve an amendment to the Operations and Maintenance Services Agreement with AMPT.

Roll call vote on the above motion:

Yea-DeWit, Dr. Cordes, Prigge

Nay-

**Yea-3, Nay-0. Motion Passed.**

Bialorucki asked in one of these contract it states all repairs need to be completed based on the seller's 2018 operating plan. Have we completed all those? I do not need an answer now, you can bring that to us at Council. Want to make sure we did not say in 2018 we would do four million dollars' worth of repairs. That is in section 7.8 of the asset purchase and sale agreement.

#### **ELECTRIC DEPARTMENT REPORTS**

Kuhlman reviewed the reports from June 2021, a copy is attached hereto.

#### **UPDATE ON WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT**

Mazur stated this item is in response to discussion at a Council meeting. The preconstruction meeting was held and have a schedule. Pike explained it is Kirk Bros. plan to mobilize this week and start construction. They will start work in the sludge building. I'm assuming they will start with a smaller crew and once the project gets going, they will have two crews working. The milestone for the dewatering presses is to have one up and running by February 21, 2022. As far as mobilization, OUPS has been out and everything has been marked. Mazur continued overall they will break ground this week and it is to be substantially complete by May 2022. The punch list items may go over to the later part of that summer. We will be functional in 2023. Pike expressed we will be functional all the time. Mazur said I meant with everything new. Pike stated there was a lot of strategic planning on how to do the tie-in to keep the plant running. That is the major goal to keep the plant operating and reduce any kind of downtime. Lulfs reported in May of 2022 we hope to have the Front Street and Palmer Ditch project finished. That is a separate contract that reroutes storm water from the Palmer Ditch Force Main and Front Street Interceptor current location coming into the plant to the new head works facility. That had to be coordinated under the Kirk Bros. contract. Mazur said that is a separate contract because it is outside of the plant. Lulfs explained we did get OPWC funding for a percentage of the project. We also will get OPWC funding to cover interest during construction on the WWTP Plant that is expected to be about \$200,000. Mazur said they call that a credit enhancement. We have never received this before, it is a nice \$200,000 bonus. Durham asked what is the February 21, 2022 date? Pike responded to have one of the dewatering presses operational. They have 270 days for completion of the dewatering presses and their time clock started on May 27, 2021. Lulfs explained if they do not meet that date, liquidated damages were set to cover our rental cost for the rental press that we are currently renting to allow the project to move forward. Kirk Bros. would have to pay that rental cost.

#### **WATER RATE REVIEW COMMISSION COMMITTEE**

Mazur stated Council approved the Water Purchase Agreement with the Village of Florida and we are getting ready to finalize that contract soon. The establishment of the Water Rate Review Commission is part of that contract. Mazur read Section C.2. of the water contract pertaining to establishment of the commission, a full copy of the water contract is attached to the minutes. In the past, communities felt like they did not have a voice and their concerns were not addressed. This committee gives them a formal way to address any concerns and ask any questions. Once the contract is signed, we will have the proposal drafted with rules and responsibilities of what that commission will look at. The proposal will be brought to this committee first and then will go to City Council for approval. Comadoll asked if the water rate is the same as here in the City?

Mazur replied \$7.77 is the wholesale cost. That is the rate of the wholesale cost minus the surcharge and factors in the capacity charge and other charges. The Village of Florida wanted a cost per 1,000 gallons. \$7.77 is the per 1,000 gallon rate that eliminates any surcharges and anything else. Going forward they are subject to any rate increases Council may approve. Next year we have the 7% increase coming up and this is subject to that.

#### **POTENTIAL OPERATIONS AND MAINTENANCE (O&M) AGREEMENT FOR THE VILLAGE OF FLORIDA WATER SYSTEM**

Mazur explained in the water contract with the Village of Florida is an O&M agreement line item that says we may agree to something. Mazur read paragraph C.8. of the contract, a copy of that contract is attached to these minutes. We would have to determine what those costs are. We have put together a list of items to operate that water distribution system. The EPA has been very strict on how systems must operate. Not just the Water Plant but, the distribution system itself in terms of testing, regulatory requirements for water leaving the plant and entering into the system, they are requiring all systems to have an asset management plan that describes all of these items on the list. They have to have succession planning and a capital improvement plan. These are big items. There has to be a contingency plan and they are to have an emergency fund set aside. I do not know if a lot of these are in place. Documenting is involved. Having an inventory of the GIS system is not a requirement now but, it is getting there. It's almost like the EPA is writing the rules as they go along. Prigge stated they want to do away with the little systems. Mazur continued they have to have a licensed Operator of Record, someone needs to have a license to operate the system. This could also include taking on billing. Right now they manually read meters. The Village of Florida is working with Henry County Planning on a grant to change out all the meters, to have meters that are compatible with our system. If it comes down to that, radio reads or AMI's could be installed. They will still own their system, we would operate and maintain their system for them with our staff and bill out accordingly on time and materials. Dr. Cordes noted it has to be harder for the smaller villages to keep up with regulatory requirements. This would be a win-win for both sides. Mazur replied I think so. I think some of it we could try in-house and would be relatively easy for us. You have to have a number of hours in the system to have an Operator of Record. Right now I think they just hire part-timers and that makes it hard to run the system. The way the rules are set up makes it very difficult for a small system to operate. DeWit asked aren't they going to have any people at all? Mazur said it depends if we take on all of this. DeWit commented they might as well incorporate. Mazur stated we are not taking over ownership. We would have to determine how long of a contract we would want, be it in three or five year increments and then revisit. I'm thinking three years for now to evaluate if it is working out. There will be glitches. There is too much for the village to do and be able to operate with their staff. DeWit asked what happened to Henry County Water & Sewer, does Henry County still exist? Mazur said that is dissolved, the Water and Sewer District was absorbed by the Northwestern Water and Sewer District. Prigge stated so if the little government of the Village of Florida folds it reverts to the trustees and I'm sure Northwest is setting there waiting for that to happen. So an agreement here may give Napoleon a little foot hold. DeWit stated we have been helping Florida out for 25, 30, 40 years if they needed help we sent it to them. You are memorializing it and the advantage is it helps us keep them as our customer. Dr. Cordes asked when the Operator of Record, whoever is doing it now, when he leaves will Northwestern Water and Sewer take over, if the city does something, that will help? DeWit asked can our Operator of Record take responsibility for operating somebody else's plant when he is not there? Pike explained he has to be there an "x" amount of hours per week. DeWit said so that is a yes, we can do that. Weis said that is correct. It is just a Distribution 1 license that is the requirement for the Village of Florida. With the resources we have we are already operating and maintaining Napoleon's system. With thirty-five services that's not much. Mazur commented it depends on their record keeping system. The issue is we don't know what kind of records they have. Prigge noted we had a good system up to about ten years ago. Since then we have had about four or five operators. The water tower and pump station are in good shape. I would like to make new maps. I have brought up a number of things over the years. It is a retirement community and they do not want to see their rates go up and do not want to modernize. Physically it is a good system that needs some upgrades. Mazur said the basic components, the meters are the system's cash registers. Comadoll expressed we do not have the staff to do this. We are already cutting our throat here in town every day. I know last week we had Operations street department



## WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, "Effective Date" between the CITY OF NAPOLEON, OHIO, 255 W. Riverview Avenue, Napoleon, Ohio 43545, hereinafter referred to as the "Seller" and the VILLAGE OF FLORIDA, OHIO, 206 E. High St., Napoleon, Ohio 43545, hereinafter referred to as the "Purchaser". When referencing both the Seller and the Purchaser together, they shall be referred to as the "Parties".

WITNESSETH:

Whereas, the Purchaser is organized and established under the provisions of the Ohio Revised Code, for the purpose of constructing and operating a water supply distribution system serving water users within the area described in plans now on file in the Office of the Purchaser and to accomplish this purpose, the Purchaser will require a supply of treated water; and,

Whereas, the Seller owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the Seller's system and the estimated number of water users to be served by the said Purchaser as shown in the plans of the system now on file in the Office of the Purchaser; and,

Whereas, Ordinance No. \_\_\_\_\_ was enacted on the \_\_\_\_ day of \_\_\_\_\_, 2021, by the Seller for the sale of water to the Purchaser in accordance with the provisions of this Agreement; and,

Whereas, Ordinance No. \_\_\_\_\_ was enacted on the \_\_\_\_ day of \_\_\_\_\_, 2021, by the Purchaser for the purchase of water from the Seller in accordance with the provisions of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth,

A. Representations of the Seller:

**1. Quality and Quantity:** To furnish the Purchaser at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable quality standards of the Ohio Department of Health and The Ohio Environmental Protection Agency in such quantity as may be required by the Purchaser not to exceed 300,000 cubic feet per month.

**2. Pressure:** That water will be furnished at a reasonably constant pressure calculated at no less than 35 lbs./sq. inch from an existing six- inch main supply at a point located at the west corporate limit of the City of Napoleon on County Road 424. If a greater pressure than that normally available at the point of delivery is required by the Purchaser, the cost of providing such greater pressure shall be borne



by the Purchaser. Emergency failures of pressure of supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service. Initially the Purchaser will use the available pressure from the Seller's water system to supply their distribution system; however, the Purchaser has the right to install a booster pump station whenever the Seller's water system is unable to supply sufficient pressure.

**3. Point of Delivery:** Seller shall furnish, install, operate and maintain the necessary metering equipment at the point of delivery for properly measuring the quantity of water delivered to the Purchaser and to calibrate such metering equipment as needed, but not including the meter pit. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous reading of any meter disclosed by test to be inaccurate shall be corrected for the six months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless Seller and Purchaser shall agree upon a different amount. The metering equipment shall be read monthly. An appropriate official of the Purchaser at all reasonable times shall have access to the meter for the purpose of verifying its readings.

**4. Billing Procedure:** Seller to furnish the Purchaser at the above address not later than the 10th day of each month, with an itemized statement of the water furnished the Purchaser during the preceding month, unless unforeseen circumstances occur that would prohibit the ability to provide a timely statement.

B. Representations of the Purchaser:

**1. Water Purchasing:** To purchase water solely from the Seller so long as there is sufficient amount available for its needs.

**2. Water Payment:** (a) To pay the rate of \$7.77/1,000 gallons of water, subject to increases reviewed by the Water Rate Review Commission and City of Napoleon Council approval and subject to increases already approved by the Napoleon City Council.

(b) There shall be a monthly minimal charge which shall be computed by using as a base a minimum usage of 30,000 cubic feet and multiplying this base by the charges as shown in 2 (a).

(c) Prior to any use of water line(s) constructed and installed by it, Purchaser will pass a resolution to adopt or approve rules and regulations governing the use and control of such line(s) which shall be substantially identical in substance, form, intent, and purpose to those passed by or amended by the Seller.

(d) The Purchaser shall not add any one user as a customer who will use over 20,000 cu. ft. per month, without prior approval of the Seller. The Purchaser and Seller agree that this provision is intended to provide a review process solely for the purpose of determining whether the Seller's water system can physically support the additional demand without adversely affecting pressures or flows in the Seller's system.

The Seller reserves the right to refuse the additional request or service only in the event that:

- i) There would be an adverse impact on the Seller's water system, including, but not limited to, pressure, flow, quality, necessity for reconfiguration of water delivery point, increased meter size and testing.
- ii) The Purchaser cannot or will not provide additional measures or compensation to fully mitigate the adverse impact.

**3. Point of Delivery:** To furnish, install, operate and maintain at its own expense at point of delivery, the necessary materials and equipment, including a meter house or pit, valves and required devices of standard type for properly operating metering equipment. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous reading of any meter disclosed by test to be inaccurate shall be corrected for the six months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless Seller and Purchaser shall agree upon a different amount. The metering equipment shall be read on the 1st day of each month. An appropriate official of the Seller at all reasonable times shall have access to the meter for the purpose of verifying its readings.

C. Representations of the Parties:

1. **Term of Contract:** That this contract shall end on July 1<sup>st</sup> of the year 2049, which is when the debt for the rehabilitation of the Water Treatment Plant is scheduled to be paid in full.
2. **Water Rate Review Commission:** Within one hundred eighty (180) days from the execution of this contract, the Seller agrees to establish a Water Rate Review Commission as a standing body that will review water rates on an as needed basis and make recommendations to City Council related to the review and establishment of water rates. The Commission shall meet with the Napoleon Board of Public Affairs and the City Council Water, Sewer, Refuse, Recycling and Litter Committee at the designated times to review items that could impact water rates. The Commission will consist of at least two (2) members from Napoleon, appointed by City Council and one (1) member of any community that is party to a contract with the City of Napoleon for purchasing water. The Commission shall also review contracts for any communities that would enter into

contracts with the City of Napoleon Water System and would have a seat on the Commission to ensure that the terms and conditions of the contracts are congruent with this contract.

3. **Failure to Deliver Water:** That the Seller will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Purchaser with quantities of water required by the Purchaser. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to the Seller is otherwise diminished over an extended period of the time, the supply of water to Purchaser's consumers shall be reduced or diminished in the same ratio or proportion as the supply to Seller's consumers is reduced or diminished.
4. **Modification of Contract:** That the provision of this contract pertaining to the schedule of rates to be paid by the Purchaser for water delivered are subject to Section B of this agreement. Other provisions to this contract may be modified or altered by written mutual agreement.
5. **Regulatory Agencies:** That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State and the Seller and purchaser will collaborate in obtaining such permits, certificates, or the like as may be required to comply therewith.
6. **Miscellaneous:** That the construction of the water supply distribution system by the Purchaser may be financed by a loan made or insured by, and/or a grant from the United States of America, acting through the Farmers Home Administration of the United State Department of Agriculture, and the provisions hereof a Home Administration of the United States, and the provisions hereof pertaining to the undertakings of the Purchaser are conditioned upon the approval, in writing of the State Director of the Financing. If the Purchaser obtains alternate financing, the Purchaser certifies that it will do all necessary undertakings required by alternate lender.
7. **Successor to the Purchaser:** That in the event any occurrence rendering the Purchaser incapable of performing under this contract, any successor of the Purchaser, whether the result of legal process, rights of assignment, or otherwise, shall succeed to the rights of the purchaser hereunder.
8. **Operations and Maintenance Agreement:** The Parties may agree in a separate Operations and Maintenance Agreement for the Seller to take responsibility for the Operations and Maintenance of the Purchaser's water system, which may include, but is not limited to, billing, leak detection, hydrant flushing, operating a backflow program, providing a certified Operator of Record, valve exercising, asset management, Meter reading, tower inspections and maintenance, hydrant maintenance, capital improvement planning, adopting an asset management plan and contingency plans, maintaining parts inventory for inevitable repairs and maintenance, and incorporating the water system into

a GIS program. The Operations and Maintenance Agreement will detail the costs associated with operating and maintaining the Purchaser's water system.

9. **Purchaser Termination:** Purchaser shall notify the Seller in writing of the Purchaser's desire to terminate the Agreement. The Agreement shall terminate after 180 days of the notice of termination. Purchaser shall pay a fee in the amount equal to the previous 24 months of water purchases starting from the date of the receipt of the notice of termination if the Purchaser decides to terminate the contract prior to the contract expiration date. The fee is justified to maintain the long-term financial stability of the water system. Purchaser agrees to pay the full cost of any work needed to disconnect from the Seller's water system connection point at the time of termination.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in four counterparts, each of which shall constitute an original.

SELLER:

THE CITY OF NAPOLEON, OHIO

By: \_\_\_\_\_  
Joel L. Mazur, City Manager

By: \_\_\_\_\_  
Joseph Bialorucki, Council President

By: \_\_\_\_\_  
Jason Maassel, Mayor

Approved as to Form:

\_\_\_\_\_  
Billy Harmon, Law Director

PURCHASER:

THE VILLAGE OF FLORIDA,  
OHIO

By: \_\_\_\_\_  
Jeff Nulton, Mayor

By: \_\_\_\_\_  
Brenda Bost, Council President

Approved as to Form:

\_\_\_\_\_  
Tony Johnson, Village Solicitor

*City of Napoleon, Ohio*  
**MUNICIPAL PROPERTIES, BUILDINGS, LAND USE, AND  
ECONOMIC DEVELOPMENT COMMITTEE**

**SPECIAL MEETING AGENDA**

**Monday, September 13, 2021 at 7:00 pm**

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

- 1) **Approval of August 9, 2021 Special Meeting Minutes** (In the absence of any objections or corrections, the Minutes shall stand approved)
  
- 2) **Proposed Addition of Stop Signs at the Intersection of Bales Road and Westmoreland Avenue**
  
- 3) **Proposed Changes to Fees for Curb and Sidewalk Replacement Program**
  
- 4) **Adjournment**

*Roxanne Dietrich*

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Roxanne Dietrich ~ Clerk of Council

MUNICIPAL PROPERTIES, BUILDING, LAND USE AND ECONOMIC DEVELOPMENT COMMITTEE  
**SPECIAL MEETING MINUTES**  
Monday, August 09, 2021 at 5:15 pm

**PRESENT**

Committee Members	Molly Knepley-Chair, Lori Siclair, Joe Bialorucki, Mayor Jason Maassel
City Manager	Joel L. Mazur
Clerk of Council	Roxanne Dietrich
Others	News media

**ABSENT**

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**CALL TO ORDER**

Knepley, chair of the Municipal Properties, Building, Land Use and Economic Development Committee, called the meeting to order at 5:15 pm.

**APPROVAL OF MINUTES**

Hearing no objections or corrections, the minutes from the April 12, 2021 committee meeting were approved as presented.

**PROPOSED CONTRIBUTION TO THE HENRY COUNTY AGRICULTURAL SOCIETY FOR THE PROPOSED NEW BUILDING AT THE HENRY COUNTY FAIRGROUNDS**

Mazur stated a packet of information provided by Matt Hughes, who is heading up the fundraising efforts for the proposed new building at the Henry County Fairgrounds, was in your council packet. A lot of the information was the same from the actual presentation and has been condensed down to writing. Originally the project was estimated at two million dollars but have heard the estimate was changed to 2.5 million dollars with the price of materials and labor. Council forwarded the item to this committee for more detailed discussion on the proposal. A councilperson that is not on this committee made the suggestion to provide a contribution to help offset some operating costs for the facility so this project can have a better chance of succeeding. In talking with Matt Hughes, they are applying for a grant application that is due the first part of September. I asked Mr. Hughes if Council decides to move forward with any kind of contribution and it was passed at the September 7, 2021 council meeting, would that be acceptable for the grant application. He said it would be. Knepley expressed she likes the idea of giving a flat dollar amount. Maassel agreed by setting the dollar amount at \$20,000/year for electric use for the first four years, that caps our risk at a certain amount every year. Should this operation go gangbuster and they have a variety of activities in there, 100% of something could get really big in a hurry. We put a set dollar amount in and when that benefit is gone, it goes back to the way it is. For four years, that is \$80,000 plus the fees associated with construction when they start digging and usage of it for the first four years. We know the county wrote a check and appreciate that but, the City cannot write a check. This is good way for us to show our ability to help too. Mazur clarified capping the amount *would not mean* if the electric utility bill comes under \$20,000 that a credit is carried over into the next year. Maassel stated it would be up to \$20,000 and there is no rollover. Everything else on the proposal looks good. Mazur clarified the utility connection piece is okay. Maassel noted everything else looks pretty standard for an economic development deal.

Motion: Maassel

Second: Siclair

to contribute up to \$20,000/year as a credit to the electric bill for the Henry County Agricultural Society complex for four years once the proposed new Henry County Ag Improvement Association building is open at the Henry County Fairgrounds; and, to waive any tap and fees associated with this project.

Roll call vote on the above motion:

Yea-Maassel, Siclair, Bialorucki, Knepley

Nay-

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





Westmoreland Avenue

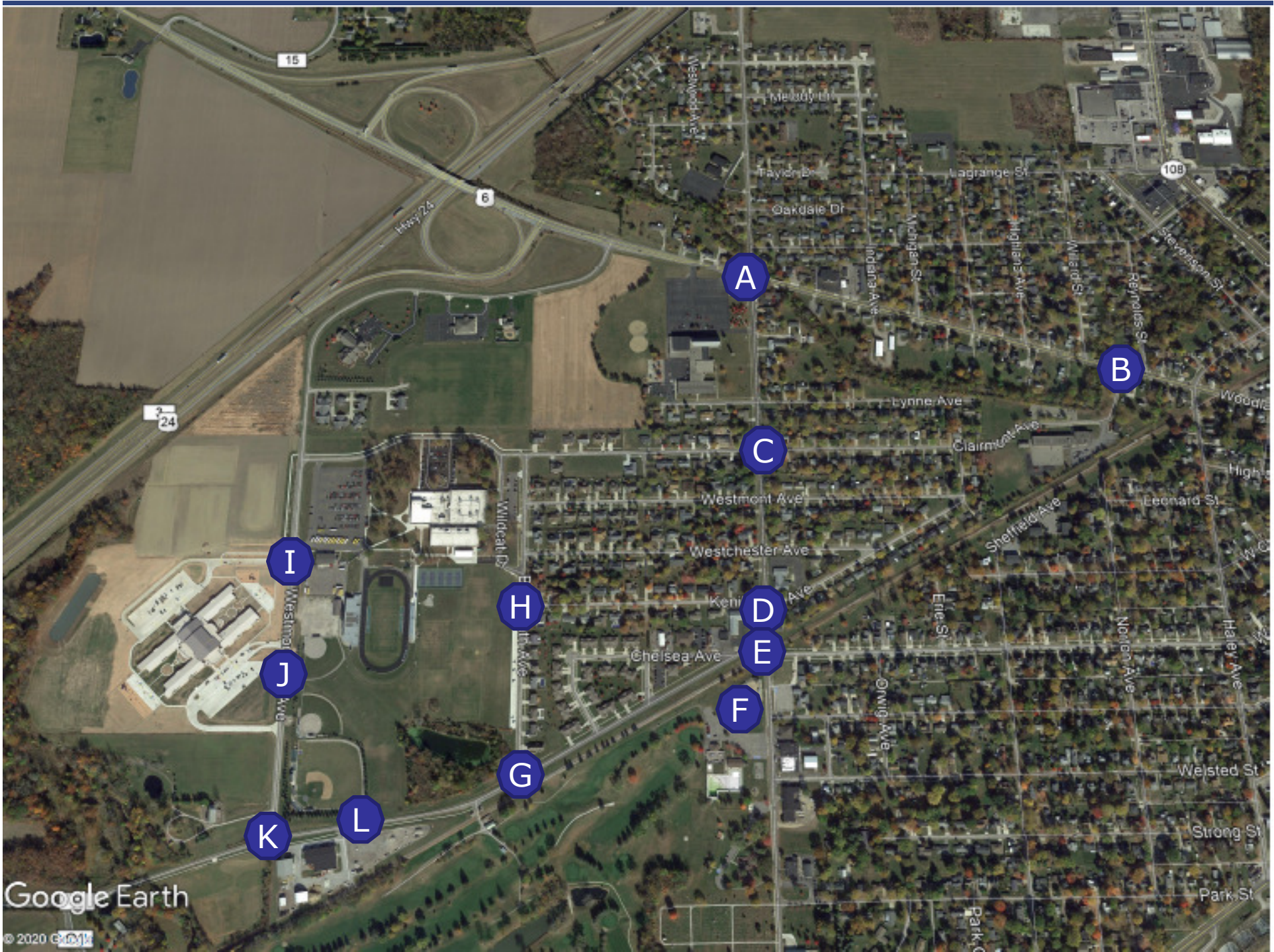
Approx. location of  
Bales Highpoint (

Approx. 710 feet between  
intersection and high point

Bales Road

Approx. location of  
Prop. Stop Signs  
and Stop Bars





Google Earth

© 2020 Google

# Countermeasures (12)

A - Crosswalk, Signage, & Beacon at Glenwood & Woodlawn	\$15,000
B - Crosswalk & Signage at Woodlawn & Clairmont	\$3,000
C - Crosswalk, Signage, & Beacon at Glenwood & Clairmont	\$15,000
D - Crosswalk, Signage, & Beacon at Glenwood & Kenilworth	\$15,000
E - Crosswalk, Signage, & Beacon at Glenwood & Washington	\$15,000
F - Sidewalk Extension on Glenwood Near Washington	\$10,000
G - Crosswalk & Signage at Briarheath & Bales	\$3,000
H –Crosswalk Enhancements at Briarheath & Kenilworth (?)	\$15,000
I - Crosswalk Enhancements at Westmoreland & Bus Garage	\$15,000
J – Cross. Enhance. at Westmoreland & Path from Remote DO	\$15,000
K -Traffic Control Device (3 Way Stop or Signals) at Westmoreland and Bales	
3 way lighted/flashing stop sign	\$2,500
Traffic Signal	\$150,000
L - Crosswalk Enhancements at Bales & County Hwy Dept Lot	\$15,000

## CHAPTER 913

### Construction and Repair

#### 913.01 Definitions.

#### 913.02 Payment of costs arising from reconstruction and repair.

#### 913.03 Design, plans and specifications.

#### 913.04 Permit required.

#### 913.05 Sidewalk program.

#### 913.99 Penalty.

#### CROSS REFERENCES

Construction or repair at owner's expense - see Ohio R.C. 729.01 et seq.

Notice to construct or repair sidewalks - see Ohio R.C. 729.03 et seq.

#### 913.01 DEFINITIONS.

For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

- (1) "Abutting improvement" means a bordering or adjoining curb, gutter, drainage structure, highway, street or alley situated within the right-of-way.
- (2) "City Engineer" means the City Engineer of Napoleon, Ohio, or his or her authorized representative.
- (3) "Curb" or "curb and/or gutter" means a construction border along the paved portion of the right-of-way used by vehicles.
- (4) "Driveway" means an area for vehicles or storage, connected with the paved portion of the street and providing ingress to and egress from the adjacent real property.
- (5) "Person" means any individual, corporation, political subdivision, association, partnership, estate, trust, firm, company, or any combination thereof, excluding a municipal corporation.
- (6) "Right-of-way" means an area of land dedicated to or held by the City for the passage of individuals, including paved streets, parking strips, tree lawns, curbs, highways, driveway aprons, sidewalks, alleys, and other public thoroughfares within its limits.
- (7) "Sidewalk" means the paved portion of the right-of-way intended for use by pedestrians.
- (8) Voluntary reconstruction, repair or replacement means without City intervention, defined as any abatement or order initiated by the City.

(Ord. 111-02. Passed 9-16-02.)

#### **913.02 PAYMENT OF COSTS ARISING FROM RECONSTRUCTION AND REPAIR.**

(a) The City may participate in the payment of costs for or arising from the voluntary reconstruction, repair or replacement of sidewalks, driveway aprons and abutting improvements thereto, which are situated in the City and within the public right-of-way, by paying a portion of the costs of the sidewalk and abutting improvements in the amounts contained in this paragraph, but only if such work and such costs are first approved in writing by the City Engineer and sufficient funds therefor have been appropriated by the City. Nothing contained herein shall prohibit any person from paying all or any portion of such costs that the City might otherwise pay pursuant to this division.

- (1) \$20.00 per linear foot for curb and/or gutter.
- (2) 100% drainage structure.
- (3) 0% driveway apron.
- (4) 100% of curb and/or gutter and sidewalk within the street intersection radius.
- (5) \$1.50 per square foot of sidewalk.

(b) The property owner shall bear the entire cost of sidewalks that have never been constructed, except where otherwise prohibited by law; moreover, the property owner shall bear the entire costs for any extensions of sidewalks, driveway aprons, abutting improvements.

(c) To the extent required by law, all such participation by the City in the payment of such costs shall be in compliance with the prevailing wage laws of the State, as the same may be amended from time to time. For any project involving the reconstruction, replacement or repair of sidewalks, driveway aprons, and/or abutting improvements where the City contributes to the costs, competitive bidding is eliminated in the best interest of the City without further necessity of legislation of Council. (Ord. 111-02. Passed 9-16-02.)

### **913.03 DESIGN, PLANS AND SPECIFICATIONS.**

Design, plans and specifications shall be in compliance with the City's standards for the construction, reconstruction, repair and replacement of all sidewalks, driveways and abutting improvements thereto as found in the Engineering Department Rules and Regulations No. CNER98-1, as amended from time to time, or as otherwise approved in writing by the City Engineer.

(Ord. 111-02. Passed 9-16-02.)

### **913.04 PERMIT REQUIRED.**

No person, except an authorized employee of the City or a person having a contract with the City for the construction, reconstruction, repair or replacement of any sidewalk, driveway or abutting improvement thereto, shall construct, reconstruct, repair or replace any sidewalk, driveway or abutting improvement thereto, or any portion thereof, within the right-of-way, unless a right-of-way permit therefor as provided for in Chapter 919 has been issued. In lieu of filing a violation for this charge, offenders may be charged with a violation of Chapter 919 of the Codified Ordinances.

(Ord. 111-02. Passed 9-16-02.)

### **913.05 SIDEWALK PROGRAM.**

The City Engineer shall establish a priority list for construction, reconstruction, repair and replacement of sidewalks in the City taking into consideration those things found in subsections (a) through (f). Such list shall be reported to Council from time to time by the City Engineer or his or her designee so that appropriate action may commence by the City to assist pedestrian traffic.

- (a) Density of occupancy in the immediate area;
- (b) Proximity of businesses or establishments likely to generate pedestrian traffic;
- (c) Pedestrian involved accident information;
- (d) Use of the streets, alleys or dirt grounds by pedestrians in the immediate area;
- (e) The uniform development of sidewalks on adjacent properties in the immediate area; and/or
- (f) Other pedestrian traffic criteria related to health, safety and welfare.

(Ord. 111-02. Passed 9-16-02.)

### **913.99 PENALTY.**

Whoever violates Sections 913.03 or 913.04, or causes the same to be violated, is guilty of a minor misdemeanor. Each day that a violation exists or continues to exist shall constitute a separate offense and shall be punishable accordingly.

(Ord. 111-02. Passed 9-16-02.)

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# City of Napoleon, Ohio

255 West Riverview Avenue, P.O. Box 151  
Napoleon, OH 43545  
Telephone: (419) 592-4010 Fax: (419) 599-8393  
[www.napoleonohio.com](http://www.napoleonohio.com)

## Memorandum

**To:** City Council, Mayor, City Manager, City Law Director, Finance Director, Department Supervisors, News-media  
**From:** Roxanne Dietrich, Clerk of Council  
**Date:** September 10, 2021  
**Subject:** Water, Sewer, Refuse, Recycling & Litter Committee Meeting Canceled

The regularly scheduled meeting of the **Water, Sewer, Refuse, Recycling and Litter Committee** for Monday, September 13, 2021 at 7:00 pm has been CANCELED by the Chair.

*City of Napoleon, Ohio*  
**PLANNING COMMISSION MEETING AGENDA**

Tuesday, September 14, 2021 at 5:00 pm

PC 21-10 Final Plat Approval – Lynnefield Estates Subdivision

Council Chambers, 255 West Riverview Avenue, Napoleon, Ohio  
WebEx Invitation is posted at [www.napoleonohio.com/EVENTS](http://www.napoleonohio.com/EVENTS)

- 1) Call to Order
- 2) Roll Call
- 3) Approval of Minutes ~ July 13, 2021 meeting (in the absence of any objections or corrections, the minutes shall stand approved)
- 4) New Business

**A. PC 21-10 – Final Plat Approval – Lynnefield Estates Subdivision**

An Application for Public Hearing has been filed by Goodville Mutual Insurance Company. The applicant is requesting approval of Lynnefield Estates Subdivision being a part of Lot B of the Subdivision of Lot 3, German Mutual Subdivision, part of the Lynnewood Addition to Napoleon Township, part of the West half of Section 14, Napoleon Township Town 5 North, Range 6 East, Henry County, City of Napoleon, State of Ohio. The request is pursuant to Chapter 1141 of the Codified Ordinances of Napoleon, Ohio. The property is located in an R-3 Moderate Density Residential Zoning District.

- 5) Closing Remarks
- 6) Adjournment.

*Roxanne Dietrich*

\_\_\_\_\_  
Roxanne Dietrich - Clerk of Council

**PLANNING COMMISSION MEETING MINUTES**

Tuesday, July 13, 2021 at 5:00 pm

PC 21-09 – CONDITIONAL USE PERMIT – 2601 SCOTT STREET

**PRESENT**

Commission Members Tim Barry-Chairman, Marvin Barlow, Mayor Jason Maassel, Suzette Gerken,  
Larry Vocke  
City Staff Kevin Schultheis-Zoning Administrator/Code Enforcement Officer  
Clerk of Council Roxanne Dietrich  
Others Brian Koeller-Northwest Signal

**ABSENT**

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**CALL TO ORDER**

The Planning Commission meeting was called to order by Chairman Barry at 5:00 pm with roll call being taken and noting all members were present.

**APPROVAL OF MINUTES**

Hearing no objections or corrections, the minutes from the June 2, 2021 meeting were approved.

**NEW BUSINESS**

PC 21-09 – Conditional Use Permit – 2601 Scott Street  
Barry read the background for PC 21-09, an application for a Public Hearing has been filed by The Ted S. Company, LLC, 582 Becklee Dr. Napoleon Ohio 43545 (David Pollock). The applicant is requesting the approval of a Conditional Use Permit to have a Farm Market and Stand. The request is pursuant to Chapter 1141 of the Codified Ordinances of Napoleon Ohio. The property is in a C-4 Planned Commercial Zoning District.

**RESEARCH AND FINDINGS**

Schultheis presented his research and findings: A Conditional Use Permit is required for a Farm Market and Stand to be located in a C-4 Planned Commercial Zoning District, as per Ordinance No. 030-17. The definition of a Farm Market and Stand is an occasional or periodic market held in an open area or in a structure where groups of individual sellers offer for sale to the public such items as fresh produce, seasonal fruits, fresh flowers, arts and craft items, and food and beverages (but not to include second hand goods) dispensed from booths located on site.

The recommended conditions in accordance with Section 1141.02(f) are:

- This permit be issued to the owners of 2601 Scott St, Napoleon, Ohio, (known as Ted S. Company, LLC) for a farm market stand to be operated by Dennis St. John (known as St. John Produce) and to last for the duration of their agreement.
- The dates of operation shall run from May 20<sup>th</sup> (to include set-up time) through Oct. 31<sup>st</sup>. All indications of the farm market shall be gone within seven (7) calendar days of the end of operation.
- The structure shall be temporary in nature and shall not exceed a 20'x30' area (or square foot equivalent).
- The structure shall be secured for public safety when not in operation.
- The farm market should not disrupt parking or the normal flow of traffic.

Schultheis stated the applicant is asking for a change of address to 2601 Scott Street from their previous address across from Chief Supermarket. There is no representative present for the applicant. I did speak to Mr. Pollock who agreed to allow them to transfer to that location. Barry asked is Mr. Pollock the owner of the property that they are on? Schultheis – yes. Vocke asked did he have a permit before for the previous location? Barry explained he did have a permit but he moved his stand and did not get a new permit. Gerken asked how many farmers and arts and crafts will he be bringing in? That is not a very big location. Schultheis said they cannot exceed 20'x 30'. Barry explained the Arts & Craft is how it is defined in our ordinance. He will stick to fresh produce, fruits and vegetables. Is there a way we can to





**FINAL PLAT**  
**LYNNEFIELD ESTATES SUBDIVISION**  
 BEING A PART OF LOT B OF THE SUBDIVISION OF LOT 3, GERMAN MUTUAL SUBDIVISION (Cabinet 2, Slide 269A&B)  
 PART OF THE LYNEWOOD ADDITION TO NAPOLEON TOWNSHIP (Cabinet 1, Slide 116)  
 PART OF THE W $\frac{1}{2}$  OF SECTION 14, NAPOLEON TOWNSHIP, T5N, R6E,  
 HENRY COUNTY, CITY OF NAPOLEON, STATE OF OHIO

**OWNER CERTIFICATE**

The undersigned \_\_\_\_\_ owners of the real estate described hereon, do hereby dedicate to the City of Napoleon all rights of way, streets, alleys, easements or other areas described or indicated as dedicated on the plat.

OWNER \_\_\_\_\_ WITNESS \_\_\_\_\_

1 \_\_\_\_\_  
 2 \_\_\_\_\_

STATE OF OHIO  
 COUNTY OF HENRY )

Before me, a Notary Public in and for said County and State, personally appeared the above owners of the lands shown hereon, and that the signing of the above certificate is their own free act and deed for the uses and purposes therein expressed, in witness thereof, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
 Notary Public

**CITY OF NAPOLEON PLANNING COMMISSION**

Under authority provided by Ohio R.C. Chapter 711 and Chapter 1105 of the Napoleon Codified Ordinances, the plat is hereby approved by the Planning Commission of the City of Napoleon.

Date \_\_\_\_\_

\_\_\_\_\_  
 Chairman

\_\_\_\_\_  
 Clerk of Council

**CITY OF NAPOLEON COUNCIL**

Under authority provided by Ohio R.C. Chapter 711 and Chapter 1105 of the Napoleon Codified Ordinances, the plat is hereby approved by the City Council of the City of Napoleon.

Date \_\_\_\_\_

\_\_\_\_\_  
 Mayor

\_\_\_\_\_  
 Attest: Clerk of Council

**HENRY COUNTY AUDITOR**

I, the Henry County Auditor, do hereby certify that there are no unpaid taxes on the property herein and certify the same for transfer. Transferred this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 Henry County Auditor

**HENRY COUNTY RECORDER**

Filed for record this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_ o'clock, \_\_M. and recorded in plat Cabinet \_\_\_\_\_, Slide \_\_\_\_\_.

\_\_\_\_\_  
 Henry County Recorder

**CITY OF NAPOLEON ENGINEER**

In accordance with Ohio R.C. 711.08, the undersigned, being the Engineer for the City of Napoleon, Ohio hereby certifies that the streets as laid out on this plat of such addition corresponds with those laid out on the recorded plats of the Commission.

\_\_\_\_\_  
 City of Napoleon Engineer

**SURVEYOR'S CERTIFICATE**

I hereby certify that this plat represents a survey made by me, and that the specified monumentation shown hereon actually exists, and its location is correctly shown.

Nick E. Nigh, P.S. #7384 \_\_\_\_\_ Date \_\_\_\_\_  
 Peterman Associates, Inc.

**LEGAL DESCRIPTION**

1.180 Acres

Situated in the City of Napoleon, Napoleon Township, County of Henry, State of Ohio and being Lots 1 and 2 and a part of Lots 3-7, Lynnewood Addition to Napoleon Township (Cabinet 1, Slide 116), in part of the SW1/4 of Section 14, T5N, R6E, a tract of land bounded and described as follows:

Beginning at an iron pin found on the east right of way line of Westmoreland Avenue (R/W Varies), and described as lying N89°54'35"E a distance of 40.01 feet from a monument found marking the southwest corner of the NW1/4 of said Section 14, said beginning point also being the southwest corner of Lot A in the Subdivision of Lot 3, German Mutual Subdivision recorded in Cabinet 2, Slides 269 A & B of the Henry County Plat Records, and the northwest corner of Lot 1 Lynnewood Addition to Napoleon Township recorded in Cabinet 1, Slide 116 of the Henry County Plat Records;

thence from the above described point of beginning and along the north line of the SW1/4 of said Section 14, also being the north line of said Lynnewood Addition N89°54'35"E a distance of 529.46 feet to an iron pin found on a northwesterly right of way corner of Clairmont Avenue dedicated in Cabinet 2, Slides 380 A & B of the Henry County Plat Records;

thence along the northerly right of way line of said Clairmont Avenue (R/W Varies) the following courses:

thence S61°16'56"W a distance of 169.35 feet to a mag nail found marking the PC of a curve to the right;

thence along said curve to the right, in a southwesterly direction, with a central angle of 29°31'12" a radius of 370.00 feet and a length of curve of 190.63 feet, the chord of said curve bearing S76°02'32"W a distance of 188.53 feet to a mag nail found marking the PT of said curve;

thence N89°11'52"W a distance of 200.60 feet to a mag nail found marking the intersection of the north right of way line of said Clairmont Avenue with the east right of way line of Westmoreland Avenue;

thence leaving the north right of way line of said Clairmont Avenue, and along the east right of way line of said Westmoreland Avenue N01°12'35"E a distance of 123.23 feet to the Point of Beginning and containing 1.180 acres of land, more or less, subject however to all prior easements of record.

1.624 Acres

Situated in the City of Napoleon, Napoleon Township, County of Henry, State of Ohio and being a part of Lot B of the Subdivision of Lot 3 German Mutual Subdivision (Cabinet 2, Slide 269 A & B), in a part of the NW1/4 of Section 14, T5N, R6E, a tract of land bounded and described as follows:

Beginning at an iron pin found marking the southwest corner of said Lot B, and lying on the south line of the NW1/4 of said Section 14 and described as lying N89°54'35"E a distance of 553.80 feet from a monument found marking the southwest corner of the NW1/4 of said Section 14;

thence from the above described point of beginning and along the west line of said Lot B N01°04'39"E a distance of 144.90 feet to an iron pin set;

thence parallel with the south line of said Lot B and the south line of the NW1/4 of said Section 14 N89°54'35"E a distance of 511.00 feet to an iron pin set marking the PC of a curve to the right;

thence along said curve to the right, in a southwesterly direction, with a central angle of 29°45'29" a radius of 145.00 feet and a length of curve of 75.31 feet the chord of said curve bearing S15°11'56"W a distance of 74.47 feet to an iron pin set marking the PT of said curve;

thence S30°04'41"W a distance of 70.10 feet to an iron pin set marking the PC of a curve to the right;

thence along said curve to the right in a southwesterly direction with a central angle of 59°49'54" a radius of 25.00 feet and a length of curve of 26.11 feet, the chord of said curve bearing S59°59'38"W a distance of 24.94 feet to an iron pin set on the south line of said Lot B and the south line of the NW1/4 of said Section 14;

thence along the south line of said Lot B, and the south line of the NW1/4 of said Section 14, and along the north right of way line of Clairmont Avenue dedicated in Cabinet 2, Slides 380 A & B of the Henry County Plat Records and as extended east S89°54'35"W a distance of 437.47 feet to the Point of Beginning and containing 1.624 acres of land, more or less, subject however to all prior easements of record.

0.548 Acres

Situated in the City of Napoleon, Napoleon Township, County of Henry, State of Ohio and being Lots 15 and 16 and a part of Lot 14, Lynnewood Addition to Napoleon Township (Cabinet 1, Slide 116), in part of the SW1/4 of Section 14, T5N, R6E, a tract of land bounded and described as follows:

Beginning at an iron pin set on the north line of said Lynnewood Addition to Napoleon Township recorded in Cabinet 1, Slide 116 of the Henry County Plat Records, and the north line of the SW1/4 of said Section 14 described as lying N89°54'35"E a distance of 1115.05 feet from a monument found marking the southwest corner of the NW1/4 of said Section 14;

thence from the above described point of beginning and along the north line of the SW1/4 of said Section 14, also being the north line of said Lynnewood Addition N89°54'35"E a distance of 190.78 feet to an iron pin set marking the northeast corner of said Lot 16;

thence along the east line of said Lot 16 S00°06'06"E a distance of 119.56 feet to an iron pin found on the north right of way line of Clairmont Avenue;

thence along the northerly right of way line of said Clairmont Avenue (R/W Varies) the following courses:

thence S89°53'54"W a distance of 31.31 feet to a monument set marking an angle point;

thence N88°59'28"W a distance of 29.71 feet to a mag nail found marking the northeast corner of Clairmont Avenue as dedicated in Cabinet 2, Slides 380 A & B of the Henry County Plat Records;

thence continuing along the north right of way line of said Clairmont Avenue the following courses:

thence N88°59'28"W a distance of 95.49 feet to a mag nail found marking the PC of a curve to the right;

thence along said curve to the right, in a northwesterly direction, with a central angle of 43°48'00" a radius of 30.00 feet and a length of curve of 22.93 feet, the chord of said curve bearing N67°05'28"W a distance of 22.38 feet to a mag nail found marking the PT of said curve;

thence N45°11'28"W a distance of 49.32 feet to a mag nail set marking the PC of a curve to the right;

thence leaving the north right of way line of said Clairmont Avenue and along said curve to the right, in a northwesterly direction, with a central angle of 75°16'09" a radius of 25.00 feet and a length of curve of 32.84 feet, the chord of said curve bearing N07°33'24"W a distance of 30.53 feet to an iron pin set marking the PT of said curve;

thence N30°04'41"E a distance of 50.12 feet to the Point of Beginning and containing 0.548 acre of land, more or less, subject however to all prior easements of record.

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**PETERMAN ASSOCIATES, INC.**  
 - ARCHITECTS - ENGINEERS - INSPECTORS - SURVEYORS -  
 Corporate Office  
 3480 N. Main Street  
 Findlay, Ohio 45840  
 Office (419)422-8672  
 Fax (419)422-9486  
 Over Eighty Years  
 Of Providing  
 Professional  
 Services...  
 PAI Project No. 19-0507

**FINAL PLAT**  
**LYNNEFIELD ESTATES SUBDIVISION**  
**BEING A PART OF LOT B OF THE SUBDIVISION OF LOT 3, GERMAN MUTUAL SUBDIVISION (Cabinet 2, Slide 269A&B)**  
**PART OF THE LYNEWOOD ADDITION TO NAPOLEON TOWNSHIP (Cabinet 1, Slide 116)**  
**PART OF THE W $\frac{1}{2}$  OF SECTION 14, NAPOLEON TOWNSHIP, T5N, R6E,**  
**HENRY COUNTY, CITY OF NAPOLEON, STATE OF OHIO**

DEED RESTRICTIONS

We, the undersigned, Goodville Mutual Insurance Company, by instrument in Vol. 183 Page 525 and Vol. 172 Page 405 Deed of Records of Henry County, Ohio, by instrument records in Vol. 46 Page xxx Official Records of Henry County, Ohio, owners of the real estate shown and described herein, do hereby certify that have xxx laid off, plotted and subdivided, and do hereby lay off, plat and subdivide said real estate in accordance with xxx within plat, and do hereby dedicate to the City of Napoleon all rights of way, streets, alleys, easements or other areas described or indicated as dedicated on this plat.

This subdivision shall be known and designated as the Lynnefield Estates, Lots #1 through #28 an addition the City of Napoleon, Henry County, Ohio. All streets and alleys shown and not heretofore dedicated are hereby dedicated, to the public.

There are strips of ground ten (10) feet, fourteen (14) feet and fifteen (15) feet in width shown on this plat and marked "easement", reserved for the use of public utilities for the installation of water and sewer mains, piles, duct lines and wires, subject to at all times the proper authorities and to the easement maintained upon said strips of land but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities.

1. Lynnefield Estates Addition is to be used for single family residences.
2. Foundation area of single family, single story residences shall be at least 1400 square feet, tri-level and one or one-half story residences shall be at least 1200 square feet; and, two-story residences shall be at least 1000 square feet excluding area of porches, breezeways, and garages. The main floor of all residences shall have a minimum ceiling height of 8 feet.
3. No structure shall be erected, altered, placed, or permitted to remain on any of said lots other than a single family dwelling.
4. No structure shall be erected nearer than a minimum of seven (7) feet from any side lot line.
5. No structure shall be erected closer to the street line than the distance specified as the "Building Setback Line" and shown on the plat for said addition.
6. Easements affecting lots are reserved as shown on the Plat for utility installation and maintenance.
7. All structures shall be of new construction. No building or portions of building shall be moved on said lots for remodeling or other purposes.
8. No roof drains or footer tile shall be connected to sanitary sewers.
9. The Owners of said lots must conform to the finished floor elevation and lawn grading elevation as determined by the developer's engineer to insure proper drainage and appearance.
10. No residence shall be placed on any lot less than eighty (80) feet frontage (not including cul-de-sac lots) and one hundred ten (110) feet depth. The elevation of the first floor shall not be more than two (2) feet above the garage level of said lot. All house plans and layouts shall be subject to the approval of the developers, and or assigns before construction may be started. All houses shall have some brick or stone on the front of the house.
11. No billboards, signs, or other advertising devices other than temporary "For Sale" or political signs during a campaign
12. Driveways shall be paved with Portland cement concrete. The property owners shall install the four (4) feet wide sidewalk along the street in accordance with the City of Napoleon, Ohio Engineering Department Standards, Rules and Regulations. Corner lot owners shall also install the walk within the intersections. Sidewalks shall be installed by the lot owner prior to occupancy of the residence.
13. No stables, barns, cattle yards, kennels, hog pens, fowl yard or fowl house, cesspool, privy vault or any other form of privy, shall be erected or placed on said lots, nor shall any live poultry, hogs, cattle, or other livestock or any noxious, dangerous or offensive things whether of the character of those herein before enumerated or not, be permitted or maintained thereon.
14. No trailer, basement, tent, shack, garage, barn or other building shall at any time be used as a residence temporarily or permanently, nor shall any structure of temporary character be used as a residence.
15. Said lot shall not be used for any purpose nor in any way which may endanger the health or unreasonably the peace and quiet of any occupant of said area.
16. No gasoline tanks, fuel oil tanks, or any other tanks shall be placed or allowed to be placed above ground area.
17. No trucks (not to include pickup trucks) of any kind shall be allowed to be parked or placed at any time in said area. Trucks delivering construction material, delivery trucks and moving vans are excluded from the provisions of this section.

18. Crawl space and basement footer drains or basement floor drains shall not drain by gravity to the storm sewer. Storm water shall be pumped to the storm sewer via sump pump.

19. A minimum of two (2) 2" diameter trees shall be planted by the house owner in the front yard after the home has been completed.

20. No sheds, storage or outbuildings shall be allowed unless built upon a permanent foundation. No metal buildings shall be permitted. The maximum size shall be no more than 256 square feet in total except for a standard sized detached garage which must be finished in the style and manner of the home with a concrete driveway from it to the street.

21. Maintenance of the retention pond (lot 29) shall be shared equally among the property owners of Lynnefield Estates Subdivision (Phase I & II), except for lots 1,2,21,22,23,24 which are excluded.

The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming them until January 1, 2050, at which time said covenants shall be automatically extended for successive periods of (10) years unless by vote of a majority of the then owners of the building sites.

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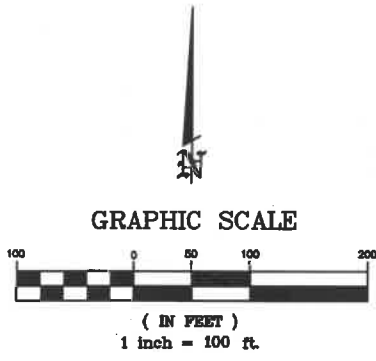
**PETERMAN**  
*ASSOCIATES, INC.*

- ARCHITECTS - ENGINEERS - INSPECTORS - SURVEYORS -  
Corporate Office Over Eighty Years  
3480 N. Main Street Of Providing  
Findlay, Ohio 45840 Professional  
Office (419)422-8872 Services...  
Fax (419)422-9468  
PAI Project No. 19-0507

Legend	
●	Iron Pin Set
▲	Mag Nail Set
■	Monument Set (3/4" Iron Pin in 6"Ø Concrete)
□	Monument Found (3/4" Iron Pin in 6"Ø Concrete)
△	Mag Nail Found
○	Iron Pin Found

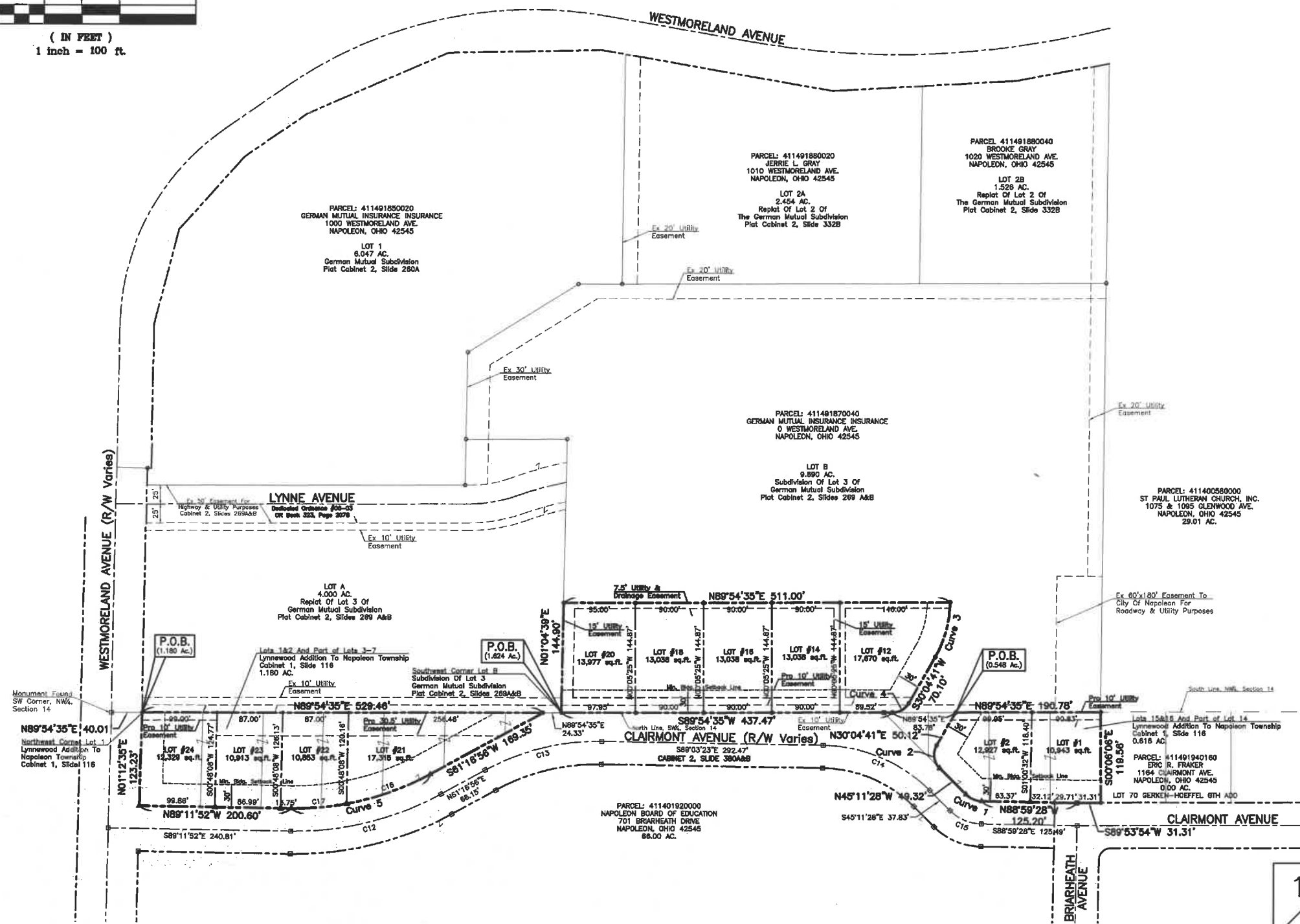
**FINAL PLAT**  
**LYNNEFIELD ESTATES SUBDIVISION**  
 BEING A PART OF LOT B OF THE SUBDIVISION OF LOT 3, GERMAN MUTUAL SUBDIVISION (Cabinet 2, Slide 269A&B)  
 PART OF THE LYNNWOOD ADDITION TO NAPOLEON TOWNSHIP (Cabinet 1, Slide 116)  
 PART OF THE W 1/2 OF SECTION 14, NAPOLEON TOWNSHIP, T5N, R6E,  
 HENRY COUNTY, CITY OF NAPOLEON, STATE OF OHIO

Boundary Curve Table				
Curve #	Length	Radius	Delta	Chord
Curve 1	22.93'	30.00'	43°48'00"	N67°05'28"W 22.38'
Curve 2	32.84'	25.00'	75°16'09"	N7°33'24"W 30.53'
Curve 3	75.31'	145.00'	29°45'29"	S15°11'56"W 74.47'
Curve 4	26.11'	25.00'	59°49'54"	S59°59'38"W 24.94'
Curve 5	190.63'	370.00'	29°31'12"	S76°02'32"W 188.53'



Curve Table			
Curve #	Length	Radius	Delta
C12	206.09'	400.00'	29°31'12"
C13	160.48'	310.00'	29°39'41"
C14	156.95'	205.00'	43°51'55"
C15	45.87'	60.00'	43°48'00"
C16	116.90'	370.00'	18°06'07"
C17	73.74'	370.00'	11°25'05"

AREA CALCULATIONS	
<b>Existing Acreage</b>	
Lot 3 German Mutual Subdivision	13.690 Acres Existing
	12.066 Acres Remaining
<b>Lynnewood Addition to Napoleon Township</b>	
	1.796 Acres Existing
<b>Proposed Acreage</b>	
Area Lots 1&2	0.548 Acres
Area Lots 12,14,16,18&20	1.624 Acres
Area Lots 21-24	1.180 Acres
<b>Total Proposed</b>	<b>3.352 Acres</b>



**SURVEYOR'S CERTIFICATE**  
 I hereby certify that this plat represents a survey made by me, and that the specified monumentation shown hereon actually exists, and its location is correctly shown.

Nick E. Nigh, P.S. #7384 Date \_\_\_\_\_  
 Peterman Associates, Inc.

**PETERMAN ASSOCIATES, INC.**

- ARCHITECTS - ENGINEERS - INSPECTORS - SURVEYORS -

Corporate Office 3480 N. Main Street Findlay, Ohio 45840 Office (419)422-8672 Fax (419)422-9466	Over Eighty Years Of Providing Professional Services... PAI Project No. 19-0507
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1  
3



*City of Napoleon, Ohio*  
*Kevin Schultheis, Zoning Administrator*  
*Code Enforcement*

*255 West Riverview  
Napoleon, OH 43545  
Telephone: (419) 592-4010 Fax: (419) 599-8393  
[www.napoleonohio.com](http://www.napoleonohio.com)*

PC-21-09  
Subdivision in City  
For a Recommended Final Plat Approval  
Location: Parcel Number: 411491870040 German Mutual Insurance

**Memorandum**

**To:** Members of the City Planning Commission  
**From:** Kevin Schultheis, Zoning Administrator / Code Enforcement Officer  
**Subject:** Subdivision of plat in the City  
**Meeting Date:** September 14, 2021  
**Hearing #:** PC-21-09

**Background:**

An application for a public hearing has been filed by The Goodville Insurance Company, The applicant is requesting the approval of a subdivision as being part of lot B of the subdivision of Lot 3, German Mutual Subdivision, Part of the Lynnewood Addition to the Napoleon Township, Part of the W ½ of Section 14, Napoleon Township, T5n, R6E, Henry County, City of Napoleon, State of Ohio. The request is pursuant to Chapter 1141 of the Codified ordinance of Napoleon, Ohio. The property is located in an R-3 Moderate-Density Residential Zoning District.

**Research and Findings:**

1. A Subdivision in City Permit is for any planned development to be located in the R-3 Moderate –Density Residential Zoning District as per 1145.01(a) table of permissible uses.
2. Scope of the project: Proposed Final Plat of lot, being a part of Lot B of the subdivision of Lot 3, German mutual Subdivision, Part of the Lynnewood addition to Napoleon Township. (see attached)

**Recommended Conditions:**

1. All revisions made to plans by the surveyor of the project must be reviewed by the City Engineer, Chad Lulfs prior to approval by the Board of Planning Commission.

**Legal Descriptions:**

1. 1.180 Acres Situated in the City of Napoleon, Napoleon Township, Henry County, State of Ohio and being lots 1 and 2 and part of Lots 3-7, Lynnewood Addition to Napoleon Township, in part of the SW1/4 of Section 14, T5N, R6E, a tract of land bounded and described.
2. 1.624 Acres Situated in the City of Napoleon, Napoleon Township, Henry County, State of Ohio and being a part of Lot B of the Subdivision of Lot 3 German Mutual Subdivision in a part of the NW ¼ of Section 14, T5N, R6E, a tract of land bounded and described.
3. 0.548 Acres Situated in the City of Napoleon, Napoleon Township, Henry County, State of Ohio, and being lots 15 and 16 a part of lots 13 and 14, Lynnewood Addition to Napoleon Township in part of the SW ¼ of section 14, T5N, R6E, a tract of land bounded and described.

Kevin Schultheis, Zoning Administrator / Code Enforcement Officer



# City of Napoleon, Ohio

255 West Riverview Avenue, P.O. Box 151  
Napoleon, OH 43545  
Telephone: (419) 592-4010 Fax: (419) 599-8393  
[www.napoleonohio.com](http://www.napoleonohio.com)

## Memorandum

**To:** Board of Zoning Appeals, City Council, Mayor, City Manager, City Law Director, Finance Director, Department Supervisors, News-media  
**From:** Roxanne Dietrich, Clerk of Council  
**Date:** September 10, 2021  
**Subject:** Board of Zoning Appeals – Cancellation

The regularly scheduled meeting of the Board of Zoning Appeals set for Tuesday, September 14, 2021 at 4:30 pm has been CANCELED due to lack of agenda items.

## AMP Update for Sept. 3, 2021

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

Fri 9/3/2021 5:16 PM

To: Roxanne Dietrich <rdietrich@napoleonohio.com>

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



**Sept. 3, 2021**

### **Aug. 26 remains as PJM fifth CP**

*By Mike Migliore - vice president of power supply and marketing*

PJM officially posted their peak loads from last week. The load on Aug. 26 remained the fifth highest CP. The load on Aug. 27 was climbing toward that mark just before rain reached the large East Coast cities. On Aug. 27, PJM's peak ended at 145,334 MW at the 3 p.m. hour. As of now, PJM has exceeded 2020's annual peak six times in 2021. Most zones also saw higher peaks in 2021 compared to 2020. Current 1CPs and 5CPs are shown below.



<b>ZONE</b>	<b>2021 Peak Load</b>	<b>Date</b>	<b>Hour Ending EPT</b>	<b>2020 Peak</b>
AEP	<b>21,944</b>	8/24/2021	17	21,657
FE	<b>12,604</b>	6/29/2021	15	12,465
APS	<b>8,865</b>	8/12/2021	17	8,638
PPL	<b>7,523</b>	6/30/2021	16	7,260
DUKE	<b>5,306</b>	8/12/2021	16	4,975
DELMARV	<b>4,006</b>	8/12/2021	18	4,086
DAYTON	<b>3,317</b>	8/12/2021	17	3,296
METED	<b>3,072</b>	8/12/2021	18	2,976
PENELEC	<b>2,899</b>	6/29/2021	14	2,911

PJM 1CP	<b>148,753</b>	8/24/2021	18	144,320
PJM 2CP	<b>148,210</b>	8/12/2021	17	143,576
PJM 3CP	<b>146,855</b>	6/29/2021	17	143,261
PJM 4CP	<b>146,013</b>	7/6/2021	17	141,264
PJM 5CP	<b>145,831</b>	8/26/2021	16	140,836

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

## 2021 AMP Conference to feature virtual attendance option

*By Jolene Thompson - president/CEO*

The 2021 AMP Annual Conference is less than a month away. The Annual Conference is our prime event each year. This year we have a stacked agenda featuring premier speakers - both in-person and virtual - including FERC Commissioner Allison Clements; Joy Ditto, President/CEO of the American Public Power Association; Patrick Bean, Global Charging and Energy Policy Lead at Tesla; Manu Asthana, President/CEO of PJM Interconnection; John Bear, CEO of Midcontinent Independent System Operator; and many other industry experts.

While we look forward to seeing you in person, a virtual option is offered for those who are unable to attend. Feedback from last year emphasized how convenient the virtual option was for many folks who had conflicts or COVID-19-related travel restrictions. The virtual option will livestream each general and concurrent session and provide for virtual attendees' involvement in Q&A. We hope that the virtual option allows for more of your staff to participate and gain the education and insights provided.

The conference offers informative sessions on issues and technologies affecting public power, local government and the electric utility industry in general. It also provides an opportunity to learn about trends, changes and new ideas, as well as a way to develop practical programs to benefit customers. All general and concurrent, educational sessions will be livestreamed for those who choose to attend virtually.

We hope you can join us in celebrating AMP's 50-year anniversary, either in person or virtually. To learn more about the conference or to see the full agenda, [click here](#). To register for the 2021 AMP Annual Conference [click here](#).

If you have questions about the conference or virtual attendance, please contact Jodi Allalen at 614.540.0916 or [jallalen@amppartners.org](mailto:jallalen@amppartners.org).

On-peak prices were close to \$20/MWh higher than August 2020. Monthly average prices were high due to consistently high daily prices, rather than any price spikes. The maximum hourly day-ahead rate at the A/D Hub reached \$144/MWh at 4 p.m. on Aug. 25. Five of the eight hours that cleared above \$100/MWh were on Aug. 25, which is the Wednesday that loads ended up much lower than expected due to numerous rain showers throughout the day. On Aug. 25, day-ahead on-peak prices averaged \$82/MWh while real-time on-peak prices averaged only \$48/MWh. For the month, real-time locational marginal pricing (LMP) averages were \$1/MWh higher than day-ahead LMPs. The real-time market saw 27 separate hours above \$100/MWh with 12 of those instances occurring on Aug. 23 and 24. Although energy prices have been higher this summer, congestion within most of PJM has been within normal ranges.

<b>Average Daily Rate Comparisons</b>			
	<b>August 2021 \$/MWh</b>	<b>July 2021 \$/MWh</b>	<b>August 2020 \$/MWh</b>
<b>A/D Hub 7x24 Price</b>	<b>\$42.29</b>	<b>\$36.95</b>	<b>\$23.47</b>
<b>PJM West 7x24 Price</b>	<b>\$43.54</b>	<b>\$36.62</b>	<b>\$23.18</b>
<b>A/D to AMP-ATSI Congestion/Losses</b>	<b>-\$0.38</b>	<b>\$0.28</b>	<b>-\$0.93</b>
<b>A/D to Blue Ridge Congestion/Losses</b>	<b>-\$0.45</b>	<b>-\$0.71</b>	<b>-\$0.59</b>
<b>A/D to PJM West Congestion/Losses</b>	<b>\$1.25</b>	<b>-\$0.33</b>	<b>-\$0.29</b>
<b>PJM West to PP&amp;L Congestion/Losses</b>	<b>-\$2.70</b>	<b>-\$3.19</b>	<b>-\$2.95</b>
<b>MISO to A/D Hub Congestion/Losses</b>	<b>\$1.14</b>	<b>\$1.23</b>	<b>\$1.21</b>

## **Clean Energy Payment Program proposed in budget reconciliation**

*By Michael Beirne - vice president of external affairs and OMEA executive director*

As the House and Senate continue work on the reconciliation bill, one option under consideration to advance climate change policy is a proposal to help increase the percentage of non-emitting generating resources. The Clean Energy Payment Program is still being developed and no details are yet available. However, we have learned that a vote on the proposal may come as early as Sept. 13.

Based on the information we're aware of to date from congressional staff, the proposal would have each utility calculate its percentage of electricity from clean energy resources and require it to increase its percentage of clean energy electricity by a certain percentage annually. The program would begin in 2023 and expire in 2030. Utilities would be eligible for grants if they can show they have increased their percentage of electricity from non-emitting resources. For those utilities that do not show progress toward increasing their percentage of electricity from non-emitting resources, a fee will be assessed. There is no public information available about how much the grants or fees would be or how the grants can be used. The program would be implemented through the Department of Energy (DOE), which would have approximately a year to implement it.

A lot of questions remain about how the program will run and a number of details still have to be worked out, either through the legislation or through the DOE implementation process. We will pass along additional information as we learn more about the program and its prospects for inclusion in the reconciliation bill.

## NERC reliability standards - cold weather standards update

By Amy Ritts - manager of reliability standards

Last week, the Federal Energy Regulatory Commission (FERC) approved the North American Electric Reliability Corporation's (NERC) filing of revisions to three existing standards to address cold weather preparedness. While there had been concern that an accelerated compliance timeline may be imposed (ex., out-of-time comments filed by PJM/MISO requested that FERC explicitly encourage entities in specific regions to comply as soon as possible instead of adhering to the proposed implementation timeline), FERC approved NERC's proposed revisions as is, and the implementation date is set for April 1, 2023. Per the Order, FERC encourages subject entities to comply sooner than April 1, 2023, if they are able.



A brief summary of these changes is included below for your reference:

- Emergency preparedness and operations (EOP-011-2)
  - Generator owners (GOs) are required to implement and maintain a cold weather preparedness plan addressing generating units' freeze protection measures, and operating limitations during cold weather (including minimum temperatures).
  - GOs and generator owner/operators (GOPs) are required to provide generating unit-specific training to maintenance and operations personnel responsible for implementing the cold weather preparedness plan.
- Interconnection reliability operations and coordination (IRO-010) and transmission operations (TOP-003-5)
  - Reliability coordinators (RC), transmission operators (TOP) and balancing authorities (BA) must include cold weather specifications in their planning analyses, real-time monitoring, and real-time assessments.
  - GOs and GOPs are required to respond to data requests issued by their reliability coordinators and transmission operators and balancing authorities (ex., PJM or MISO) to fulfill this requirement.

NERC has historically communicated their intent to publish a guidance document related to these new standards (best practice guide, implementation guidance document, or similar). While nothing has been released to date, AMP continues to monitor these developments and will provide updates as appropriate.

If your entity is registered with NERC as a generator owner or generator owner/operator, you should begin to review your cold weather preparedness measures so that you can have a plan and training program in place by April 1, 2023. GOs and GOPs should also be on the lookout for a request for cold weather specifications from RCs, TOPs or BAs.

Should you have any questions pertaining to the approval of these standards, please feel free to contact me at 614.540.0899 or [aritts@amppartners.org](mailto:aritts@amppartners.org)

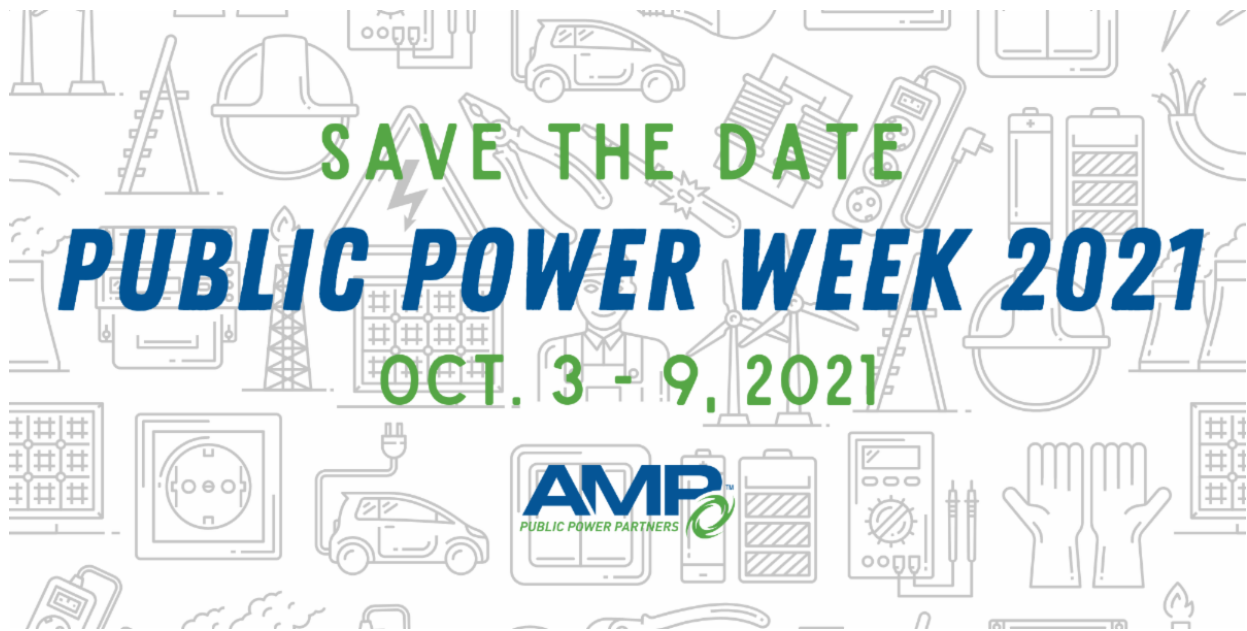
## AMP submits comments on permit rules to Ohio EPA

By John McGreevy - assistant vice president of environmental, health, safety and compliance

On July 29, the Ohio Environmental Protection Agency (Ohio EPA) released draft rules to restructure its current air permitting regulations in Ohio Administrative Code Chapter 3745-31. These rules set out the state's framework for permitting the installation of new and modified air pollution sources and are used to regulate AMP and member-owned generating assets like AFEC and JV2. The Ohio EPA also proposed changes to definitions and the permit-by-rule (PBR) for emergency engines. Many members rely on emergency generators at water treatment or wastewater treatment plants, and AMP has one at the headquarters building.

On Aug. 30, AMP staff submitted comments to Ohio EPA recommending changes to correctly align the rules with existing federal rules, improve their clarity and consistency.

AMP staff will continue to monitor this rulemaking as it proceeds and provide updates as circumstances necessitate. If you have any questions, please contact me at 614.540.1047 or [jmcgreevy@amppartners.org](mailto:jmcgreevy@amppartners.org). A copy of the comments can be found [here](#).



## **AMP continues its battle in federal court against secret PJM transmission projects**

*By Lisa McAlister - senior vice president and general counsel for regulatory affairs*

AMP and aligned petitioners filed a reply brief on Aug. 30 in a federal court appeal that challenges FERC's approval of the PJM transmission owners' "Secret Projects" filing. FERC's March 2020 order approved a new transmission planning process that allows PJM transmission owners to plan certain projects in secret without any customer input or meaningful oversight by PJM or FERC. AMP disagrees that the reliability concerns cited by the transmission owners justify the lack of transparency, accountability and regional coordination. Briefing before the U.S. Court of Appeals in Washington, D.C. is now complete. Oral argument will follow, and the court may issue its opinion sometime in late 2021 or early 2022. View the briefs [here](#).

## **2020 OMEA Annual Report now available**

*By Michael Beirne*

The 2020 OMEA Annual Report is now available on the [Annual Reports page](#) of the [AMP website](#).

Highlights of the 2020 Report include:

- Responding to the COVID-19 pandemic;
- Continued policy deliberations on a broad range of issues, including secure boarder access and personal protective equipment;
- Policy discussions on funding streams to assist municipalities and their utility customers negatively impacted by the pandemic; and
- Updates on the Ohio Statehouse.



We encourage you to share the OMEA 2020 Annual Report with your colleagues, community leaders and customers.

If you have questions about the report, please contact me at 614.540.0835 or [mbeirne@amppartners.org](mailto:mbeirne@amppartners.org).

## **Sustainability Performance At A Glance, Q2 report now available**

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

## On Peak (16 hour) prices into AEP/Dayton

### Week ending Sept. 3

MON	TUE	WED	THU	FRI
\$60.96	\$47.46	\$38.19	\$37.45	\$36.61

### Week ending Aug. 27

MON	TUE	WED	THU	FRI
\$58.18	\$58.33	\$81.73	\$67.69	\$55.21

AEP/Dayton 2022 5x16 price as of Sept. 3 — \$44.80

AEP/Dayton 2022 5x16 price as of Aug. 26 — \$43.25

## AFEC weekly update

By Jerry Willman

The AMP Fremont Energy Center (AFEC) plant operated in 2x1 configuration during the week. The plant cleared offline for the overnight hours Saturday through Monday, Wednesday and Thursday based on PJM day-ahead economics. The plant stayed online overnight on Monday based on real-time pricing. Duct firing operated for 52 hours this week. For the week, the plant generated at a 35-percent capacity factor (based on 675 MW rating).

## New content from the Smart Electric Power Alliance

By Spencer Schecht - member experience manager, SEPA

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



**Smart Electric  
Power Alliance**

### **Attend: North America Smart Energy Week - September 20-23**

It is not just a solar show anymore. Solar Power International (SPI), Energy Storage International (ESI) and North America Smart Energy Week is the largest event in North America for the renewable energy industry, including solar, storage, smart energy, wind, hydrogen and fuel cells, geothermal and electric vehicle (EV) infrastructure. Anchored by the flagship event, SPI, North America Smart Energy week brings together an extensive alliance of renewable energy leaders for multiple days of networking, education and innovation that moves the industry forward. SPI, ESI and North America Smart Energy Week has become the center of integration for the wider energy industry - with ESI (the largest energy storage event in North America), Smart Energy Marketplace + Microgrid, Hydrogen + Fuel Cells International, EV International and Wind Energy International. In-person and virtual registration options available.

### **Read: Microgrid Design Framework**

*Ten Steps to Standardize the Microgrid Design Process*

### **Watch: SEPA TV**

Check out SEPA's online TV series about the top-of-mind issues in the electric power sector.

### **Interact: The new and improved Utility Carbon Reduction Tracker**

An interactive public resource that aggregates and summarizes industry commitments to carbon reduction.