

****REVISED****
NEW LEGISLATION

Decmeber 8, 2014

Temp. No.	Introduced	Committee	Description
A-112	12/8/14	Fin	An ordinance providing for supplemental and/or amended appropriations of money for current operating expenses and capital expenditures of the City of Cuyahoga Falls, and authorizing the transfer of appropriations within and for the various funds hereinafter set forth, and declaring an emergency.
A-113	12/8/14	PA	An ordinance authorizing the Mayor to enter into agreements to allow KEPS Technologies Inc, dba ACD.net, to access the City's rights of way and electric poles for the construction and maintenance of fiber optic cable, guy wires, new poles and other telecommunications equipment, and declaring an emergency.
A-114	12/8/14	PA	An ordinance authorizing participation in American Municipal Power's Rate Stabilization Program, the execution of a Loan Agreement, execution and delivery of a Promissory Note, and declaring an emergency.
A-115	12/8/14	PA	An ordinance authorizing the execution of Energy Purchase Power Supply Schedule with American Municipal Power, Inc., and declaring an emergency.
A-116	12/8/14	PA	An ordinance amending the compensation and classification plan for full-time non-bargaining positions and assigning and re-assigning various job classifications to appropriate established salary grades, and declaring an emergency.
A-117	12/8/14	PA	An ordinance establishing pay ranges for part-time, per diem, and special

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classification workers, and declaring an emergency.

A-118 12/8/14 CD

An ordinance authorizing the Director of Community Development to enter into a Community Reinvestment Area Agreement with Harbor Castings, Inc., and declaring an emergency.

CALENDAR

December 8, 2014

The following legislation will be up for passage at the Council Meeting on December 8, 2014.

Temp. No.	Introduced	Committee	Description
A-91*	10/13/14	P&Z	An ordinance approving a map amendment for Parcels 35-03376 and 35-03375 from MU-4 Suburban Corridor to C-1 Commercial and approximately 9.2986 acres of Parcel 35-03455 from R-5 Mixed Residential to C-1 Commercial, as more fully described and depicted herein, and declaring an emergency.
A-100	11/3/14	Fin	An ordinance establishing annual appropriations of money for the current expenses, capital expenditures and other expenses of the City of Cuyahoga Falls for the fiscal year ending December 31, 2015, and declaring an emergency.
A-106	11/24/14	Fin	A resolution requesting the Summit County Fiscal Officer to make advance distribution of tax receipts payable to the City of Cuyahoga Falls, and declaring an emergency.
A-108	11/24/14	PA	An ordinance authorizing the Mayor to enter into an agreement with the Utility Workers' Union of America, Local 399 effective January 1, 2015, and declaring an emergency.
A-110	11/24/14	PA	An ordinance authorizing the Director of Law to enter into a contract or contracts with Mazanec, Raskin & Ryder Co., LPA, for legal services related to pending and potential tort litigation, and declaring an emergency.
A-111	11/24/14	CD	An ordinance authorizing the Director of Community Development to enter into a Community Reinvestment Area agreement with Arkay Properties, LLC, and declaring an emergency.

PENDING LEGISLATION

December 8, 2014

Temp. No.	Introduced	Committee	Description
A-91*	10/13/14	P&Z	An ordinance approving a map amendment for Parcels 35-03376 and 35-03375 from MU-4 Suburban Corridor to C-1 Commercial and approximately 9.2986 acres of Parcel 35-03455 from R-5 Mixed Residential to C-1 Commercial, as more fully described and depicted herein, and declaring an emergency.
A-100	11/3/14	Fin	An ordinance establishing annual appropriations of money for the current expenses, capital expenditures and other expenses of the City of Cuyahoga Falls for the fiscal year ending December 31, 2015, and declaring an emergency.
A-102	11/10/14	PA	An ordinance amending Chapter 933 "Electricity" of Title 5 "Public Utilities" of Part 9 "Streets and Public Services" of the Codified Ordinances of the City of Cuyahoga Falls, Ohio relating to electric rates, and declaring an emergency.
A-103	11/10/14	PA	An ordinance to adopt the Cuyahoga Falls Electric System Cash Reserve Policy, and declaring an emergency.
A-106	11/24/14	Fin	A resolution requesting the Summit County Fiscal Officer to make advance distribution of tax receipts payable to the City of Cuyahoga Falls, and declaring an emergency.
A-108	11/24/14	PA	An ordinance authorizing the Mayor to enter into an agreement with the Utility Workers' Union of America, Local 399 effective January 1, 2015, and declaring an emergency.
A-109	11/24/14	PA	An ordinance authorizing the Mayor to enter into agreements to allow Fiber Technologies Networks, LLC, to access the City's rights of way and electric poles for the construction and maintenance of

fiber optic cable, guy wires, new poles and other telecommunications equipment, and declaring an emergency.

A-110 11/24/14 PA

An ordinance authorizing the Director of Law to enter into a contract or contracts with Mazanec, Raskin & Ryder Co., LPA, for legal services related to pending and potential tort litigation, and declaring an emergency.

A-111 11/24/14 CD

An ordinance authorizing the Director of Community Development to enter into a Community Reinvestment Area agreement with Arkay Properties, LLC, and declaring an emergency.

*Public Hearing 12/1/14

2
3 CITY OF CUYAHOGA FALLS, OHIO

4
5 ORDINANCE NO. - 2014

6
7 AN ORDINANCE PROVIDING FOR SUPPLEMENTAL AND/OR
8 AMENDED APPROPRIATIONS OF MONEY FOR CURRENT
9 OPERATING EXPENSES AND CAPITAL EXPENDITURES OF THE
10 CITY OF CUYAHOGA FALLS, AND AUTHORIZING THE
11 TRANSFER OF APPROPRIATIONS WITHIN AND FOR THE
12 VARIOUS FUNDS HEREINAFTER SET FORTH, AND DECLARING
13 AN EMERGENCY.

14
15 WHEREAS, Article VI, Sections 7 and 8 of the City Charter provide that City Council may
16 revise, amend, and supplement budgetary appropriations during the fiscal year, and may
17 authorize the transfer of unencumbered appropriations within various accounts,
18

19 NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cuyahoga Falls,
20 County of Summit and State of Ohio, that:

21
22 Section 1. In order to provide moneys to pay employee compensation, other expenses
23 and capital expenditures during the fiscal year 2014, moneys are hereby appropriated, re-
24 appropriated and transferred from the unexpended appropriations and from the un-appropriated
25 fund balances of the departments or divisions as set forth in Exhibits A and B attached hereto
26 and made a part hereof.

27
28 Section 2. Any other ordinances and resolutions or portions of ordinances and
29 resolutions inconsistent herewith are hereby repealed, but any ordinances and resolutions or
30 portions of ordinances and resolutions not inconsistent herewith and which have not previously
31 been repealed are hereby ratified and confirmed.

32
33 Section 3. It is found and determined that all formal actions of this Council concerning
34 and relating to the adoption of this ordinance were adopted in an open meeting of this Council
35 and that all deliberations of this Council and of any of its committees that resulted in such formal
36 action were in meetings open to the public, in compliance with all legal requirements including
37 Chapter 107 of the Codified Ordinances.

38
39 Section 4. This ordinance is hereby declared to be an emergency measure necessary for
40 the preservation of the public peace, health, safety, convenience and welfare of the City of
41 Cuyahoga Falls and the inhabitants thereof, and provided it receives the affirmative vote of
42 two-thirds of the members elected or appointed to Council, it shall take effect and be in force
43 immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in
44 force at the earliest period allowed by law.

45
46
47 Passed: _____
48 _____
49 President of Council

50
51 _____
52 Clerk of Council

53
54
55 Approved: _____
56 _____
57 Mayor

2
3 CITY OF CUYAHOGA FALLS, OHIO

4
5 ORDINANCE NO. - 2014

6
7 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
8 AGREEMENTS TO ALLOW KEPS TECHNOLOGIES INC, dba
9 ACD.NET, TO ACCESS THE CITY'S RIGHTS OF WAY AND
10 ELECTRIC POLES FOR THE CONSTRUCTION AND
11 MAINTENANCE OF FIBER OPTIC CABLE, GUY WIRES, NEW
12 POLES AND OTHER TELECOMMUNICATIONS EQUIPMENT,
13 AND DECLARING AN EMERGENCY.
14

15 BE IT ORDAINED by the Council of the City of Cuyahoga Falls, County of Summit and State
16 of Ohio, that:

17
18 Section 1. The Mayor is hereby authorized to enter into a Pole Attachment Agreement to
19 allow KEPS Technologies, Inc., dba ACD.net to install fiber optic cable, guy wires and necessary
20 appurtenances on City electric poles along the City's right of way.
21

22 Section 2. The Mayor is hereby authorized to enter into a License Agreement to allow KEPS
23 Technologies, Inc., dba ACD.net to construct and maintain aerial fiber-optic cable, guy wires, new
24 poles and other telecommunications equipment along the City's rights of way.
25

26 Section 3. Any other ordinances and resolutions or portions of ordinances and resolutions
27 inconsistent herewith are hereby repealed, but any ordinances and resolutions or portions of
28 ordinances and resolutions not inconsistent herewith and which have not previously been
29 repealed are hereby ratified and confirmed.
30

31 Section 4. It is found and determined that all formal actions of this Council concerning and
32 relating to the adoption of this ordinance were adopted in an open meeting of this Council and
33 that all deliberations of this Council and of any of its committees that resulted in such formal
34 action were in meetings open to the public, in compliance with all legal requirements including
35 Chapter 107 of the Codified Ordinances.
36

37 Section 5. This ordinance is hereby declared to be an emergency measure necessary for the
38 preservation of the public peace, health, safety, convenience and welfare of the City of Cuyahoga
39 Falls, and provided it receives the affirmative vote of two-thirds of the members elected or
40 appointed to Council, it shall take effect and be in force immediately upon its passage and
41 approval by the Mayor; otherwise it shall take effect and be in force at the earliest period allowed
42 by law.
43
44

45 Passed: _____

President of Council

46
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49 _____
Clerk of Council

50
51
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53 Approved: _____

Mayor

54
55
56 12/8/14

2
3 CITY OF CUYAHOGA FALLS, OHIO

4
5 ORDINANCE NO. - 2014

6
7 AN ORDINANCE AUTHORIZING PARTICIPATION IN
8 AMERICAN MUNICIPAL POWER'S RATE STABILIZATION
9 PROGRAM, THE EXECUTION OF A LOAN AGREEMENT,
10 EXECUTION AND DELIVERY OF A PROMISSORY NOTE,
11 AND DECLARING AN EMERGENCY.
12

13 WHEREAS, the City of Cuyahoga Falls, Ohio (the "City") and American Municipal
14 Power, Inc. ("AMP") have entered into a Master Services Agreement designated as AMP
15 Contract No. C-11-2005-4420 (the "MSA") pursuant to which certain services can be
16 provided pursuant to schedules thereto;
17

18 WHEREAS, due to fluctuations in the cost of power and energy, weather patterns
19 and usage by customers, the City and its customers experience variations in their
20 monthly power costs;
21

22 WHEREAS, such variations increase the difficulty of projecting cash flow needs
23 for the City's electric system (the "System") and can cause unpredictable and
24 undesirable variations in consumers' bills;
25

26 WHEREAS, AMP has established a Rate Stabilization Program (the "Program") to
27 assist its members to lessen their volatility in cash flow due to fluctuations in monthly
28 power supply costs and to smooth their customers' monthly bills; and
29

30 WHEREAS, the City wishes to participate in the Program;
31

32 NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cuyahoga
33 Falls, County of Summit and State of Ohio, that:
34

35 Section 1. The City shall participate in the Program, upon the terms and
36 conditions as set forth in A Schedule to the MSA (the "Schedule"), in substantially the
37 form attached hereto as Exhibit 1 and made a part hereof.
38

39 Section 2. As set forth in the Schedule, in order to provide the City with a
40 levelized power supply cost during the power delivery period from June 1, 2015 through
41 December 31, 2015, AMP will loan the city up to \$5,000,000. Such loan will be on the
42 terms and conditions as set forth in a Draw to Term Loan Agreement (the "Loan
43 Agreement") and evidenced by a Promissory Note (the "Promissory Note"), each
44 substantially in the form attached hereto as Exhibit 2 and made a part hereof. The loan
45 shall be repayable solely from the net revenues of the System.
46

47 Section 3. The Mayor, Director of Public Service, Electric Superintendent,
48 Director of Finance, Director of Law and other necessary City Officials are authorized to
49 execute and deliver, on behalf of the City, the Schedule, the Loan Agreement and the
50 Promissory Note substantially in the form of the Schedule, the Loan Agreement and the

51 Promissory Note attached to this Ordinance together with such revisions, additions or
52 amendments as are approved by the Director of Law as being consistent with the
53 objectives and requirements of this ordinance.
54

55 Section 4. The Promissory Note is secured by the revenues of the System on a
56 parity basis with the City's current or future obligations to AMP.
57

58 Section 5. Any other ordinances and resolutions or portions of ordinances and
59 resolutions inconsistent herewith are hereby repealed, but any ordinances and
60 resolutions or portions of ordinances and resolutions not inconsistent herewith and
61 which have not previously been repealed are hereby ratified and confirmed.
62

63 Section 6. It is found and determined that all formal actions of this Council
64 concerning and relating to the adoption of this ordinance were adopted in an open
65 meeting of this Council and that all deliberations of this Council and of any of its
66 committees that resulted in such formal action were in meetings open to the public, in
67 compliance with all legal requirements including Chapter 107 of the Codified
68 Ordinances.
69

70 Section 7. This ordinance is hereby declared to be an emergency measure
71 necessary for the preservation of the public peace, health, safety, convenience and
72 welfare of the City of Cuyahoga Falls and the inhabitants thereof, and provided it
73 receives the affirmative vote of two-thirds of the members elected or appointed to
74 Council, it shall take effect and be in force immediately upon its passage and approval
75 by the Mayor; otherwise it shall take effect and be in force at the earliest period allowed
76 by law.
77

78
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80 Passed: _____
81 _____
82 President of Council
83

84
85 _____
86 Clerk of Council
87

88 Approved: _____
89 _____
90 Mayor

90 12/8/14
91 O:\2014ords\Rate Stabilization Ordinance 2015.docx

A-114 Exhibit 1

AMP/CITY OF CUYAHOGA FALLS
RATE STABILIZATION
POWER SCHEDULE

DATED JANUARY 1, 2015
A Schedule
to
American Municipal Power, Inc.,
and
City of Cuyahoga Falls, Ohio
Master Services Agreement No. C-11-2005-4420

WHEREAS, the City of Cuyahoga Falls, Ohio (“Municipality”) and American Municipal Power, Inc. (“AMP” and together with Municipality, the “Parties”) have entered into a Master Services Agreement designated as AMP Contract No. C-11-2005-4420 (the “Agreement”) under which certain services may be provided under schedules thereto;

WHEREAS, because of fluctuations in the cost of power and energy, weather patterns, and usage by customers, AMP Member communities, including the Municipality and its customers, experience variations in their monthly power costs;

WHEREAS, such variations increase the difficulty of projecting cash flow needs for the Municipality’s electric utility and can cause unpredictable and undesirable variations in consumers’ bills, and are therefore undesirable from a management standpoint;

WHEREAS, the establishment of a rate stabilization fund would lessen the variations in cash flow for the Municipality and smooth its customers’ bills, and AMP is willing to administer such a fund as a service to Municipality in accordance with the terms of this Rate Stabilization Schedule (this “Schedule”);

WHEREAS, participation in a rate stabilization fund may also allow the Municipality to build up a balance to be utilized to pay its obligations owed to AMP or such other municipal electric system purpose as the Municipality may so direct; and

WHEREAS, words not defined herein shall be as defined in the Agreement.

NOW, THEREFORE, in consideration of the conditions, terms and covenants hereinafter contained, the Parties hereto do hereby mutually agree as follows:

ARTICLE I

TERM

SECTION 101 - TERM: Subject to the conditions contained herein, this Schedule shall be for a term beginning on January 1, 2015 (“Effective Date”) and ending December 31, 2022.

SECTION 102 – OPTIONAL TERMINATION: The Municipality may terminate this Schedule prior to December 31, 2022 upon ninety (90) days’ written notice to AMP. AMP may terminate this Schedule with no less than ninety (90) days’ written notice should AMP in good faith, determine it cannot continue to provide necessary funds to the Municipality hereunder to support the stabilization contemplated herein. In the event of early termination, (i) AMP shall cause the return to the Municipality of all funds held for the credit of the Municipality under this program no later than the termination date or (ii) any amount owed by the Municipality to AMP will be paid in full no later than the termination date.

SECTION 103 – REVISED TERM: The term of this Schedule may be revised upon mutual agreement of the parties hereto.

ARTICLE II

RATE STABILIZATION FUND

SECTION 201 - ESTABLISHMENT OF FUND: AMP has established the AMP Rate Stabilization Fund (the “Fund”). The Fund is held in trust for the benefit of AMP Members who choose to participate therein, pursuant to a Trust Agreement dated as of

September 1, 2012 (the "Trust Agreement") between AMP and U.S. Bank National Association, as trustee.

In order to provide a stabilized Power Supply Cost during the term hereof, the Municipality hereby agrees to participate in AMP's rate stabilization program by making deposits to the Fund on the terms and conditions contained in this Schedule.

Funds deposited by the Municipality hereunder are restricted to use for the benefit of the Municipality, as further specified herein and in the Trust Agreement.

The Municipality has reviewed the Trust Agreement and consents to its terms. AMP agrees that it will not make any changes to the Trust Agreement which have a material adverse effect on the Municipality without the Municipality's prior written consent.

SECTION 202 – CREDITS FROM FUND: During the power delivery period June 1, 2015 through December 31, 2015, as shown on Appendix A, AMP agrees to credit Municipality the amounts shown on Appendix A from the Fund. The monthly credit amount will be included in the AMP monthly power invoice to the Municipality.

SECTION 203 - DEPOSITS INTO FUND: During the power delivery period January 1, 2021 through December 31, 2022, the Municipality will make deposits to the Fund according to the deposit schedule shown on Appendix A. Each monthly payment set forth in Appendix A shall be a "Target Amount." The monthly deposit amount will be included in the AMP monthly power invoice to the Municipality. The first charge will be on the January 2021 power bill invoiced in February 2021.

Upon receipt of such amount(s) from the Municipality, AMP will deposit the same into the appropriate account under the Trust Agreement and will cause the same to be applied as provided in this Schedule. The Trust Agreement provides that the Municipality's funds on deposit in Trust Agreement accounts will be invested in compliance with the requirements for investment of the Municipality's funds contained in Chapter 135 of the Ohio Revised Code.

Interest on the Municipality's funds held in Trust Agreement accounts, if any, will accrue to the sole benefit of the Municipality.

Any final loan true-up payment needed to fully repay Municipality, or to repay AMP for any shortfall advanced by AMP, will be included in the invoice for December 2022 power delivery invoiced in January 2023.

An approximate loan schedule is included in Appendix A. In the event that any month is owed to AMP, AMP's interest plus associated carrying charges will be based on the actual cost of AMP's line of credit and will vary on a monthly basis.

ARTICLE III

ADMINISTRATIVE COSTS

SECTION 301 - ADMINISTRATIVE COSTS: AMP shall be compensated for its services hereunder for costs incurred in conjunction with the Rate Stabilization Fund Program as follows:

- A. A reimbursement of the cost to AMP for expenses and personnel related to AMP's performance of its obligations hereunder; plus,
- B. A reasonable allocation of the cost to AMP for overhead related to AMP's personnel's performance of its obligations hereunder.

AMP shall render an invoice for such services in the month of December each year to Members participating in the Rate Stabilization Fund Program. The invoice shall be due and payable not less than ten (10) days after the date of invoice but shall not be before the 25th day of the month in which the invoice is rendered.

ARTICLE IV

MISCELLANEOUS

SECTION 401 – AMENDMENTS OR MODIFICATIONS:

- A. In addition to any amendments required by the Loan Agreement, Appendix A may be amended by mutual written agreement of the Parties to adjust the loan deposit, credit and repayment schedule based on updated power cost projections. In the event that Appendix A is amended, the loan balance shall still be fully paid to AMP by Municipality no later than December 31, 2022.
- B. This Schedule may not be modified or amended orally, and may be modified or amended only as provided herein or with the written consents of both parties hereto. This Schedule inures to the benefit of each Party, its successors and assigns and it is binding upon each Party, its successors and assigns.

SECTION 402 – SUBACCOUNT STATEMENTS: AMP shall make, or shall cause the Trustee to make, a report of the balance in the Municipality’s subaccount under the Trust Agreement to the Municipality periodically, but in no event less than annually.

SECTION 403 – LOAN AGREEMENT: The Draw to Term Loan Agreement (“Loan Agreement”) between AMP and Municipality dated as of January 1, 2015 is incorporated by reference and is made a part hereof as if fully rewritten herein.

CITY OF CUYAHOGA FALLS, OHIO

APPROVED AS TO FORM:

By: _____

By: _____
Municipal Legal Advisor

Title: _____

Date: _____

Date: _____

AMERICAN MUNICIPAL POWER, INC.

APPROVED AS TO FORM:

By: _____
Marc S. Gerken, PE

By: _____
John W. Bentine

President/CEO
Counsel

Sr. Vice President / General

Date: _____

Date: _____

APPENDIX A

CITY OF CUYAHOGA FALLS RATE LEVELIZATION FUND
LOAN SCHEDULE

Estimated Annual Interest Rate:

1.50%

<u>Month (1)</u>	<u>Payment from AMP to Municipality (2)</u>	<u>Monthly Carrying Charge</u>	<u>Accumulated Loan Balance</u>
Jun-15	\$ 560,000.00	\$ -	\$ 560,000.00
Jul-15	\$ 560,000.00	\$ 700.00	\$ 1,120,700.00
Aug-15	\$ 560,000.00	\$ 1,400.88	\$ 1,682,100.88
Sep-15	\$ 560,000.00	\$ 2,102.63	\$ 2,244,203.50
Oct-15	\$ 560,000.00	\$ 2,805.25	\$ 2,807,008.76
Nov-15	\$ 560,000.00	\$ 3,508.76	\$ 3,370,517.52
Dec-15	\$ 560,000.00	\$ 4,213.15	\$ 3,934,730.66
Jan-16	\$ -	\$ 4,918.41	\$ 3,939,649.08
Feb-16	\$ -	\$ 4,924.56	\$ 3,944,573.64
Mar-16	\$ -	\$ 4,930.72	\$ 3,949,504.36
Apr-16	\$ -	\$ 4,936.88	\$ 3,954,441.24
May-16	\$ -	\$ 4,943.05	\$ 3,959,384.29
Jun-16	\$ -	\$ 4,949.23	\$ 3,964,333.52
Jul-16	\$ -	\$ 4,955.42	\$ 3,969,288.93
Aug-16	\$ -	\$ 4,961.61	\$ 3,974,250.55
Sep-16	\$ -	\$ 4,967.81	\$ 3,979,218.36
Oct-16	\$ -	\$ 4,974.02	\$ 3,984,192.38
Nov-16	\$ -	\$ 4,980.24	\$ 3,989,172.62
Dec-16	\$ -	\$ 4,986.47	\$ 3,994,159.09
Jan-17	\$ -	\$ 4,992.70	\$ 3,999,151.79
Feb-17	\$ -	\$ 4,998.94	\$ 4,004,150.73
Mar-17	\$ -	\$ 5,005.19	\$ 4,009,155.91
Apr-17	\$ -	\$ 5,011.44	\$ 4,014,167.36
May-17	\$ -	\$ 5,017.71	\$ 4,019,185.07
Jun-17	\$ -	\$ 5,023.98	\$ 4,024,209.05
Jul-17	\$ -	\$ 5,030.26	\$ 4,029,239.31
Aug-17	\$ -	\$ 5,036.55	\$ 4,034,275.86
Sep-17	\$ -	\$ 5,042.84	\$ 4,039,318.71
Oct-17	\$ -	\$ 5,049.15	\$ 4,044,367.85
Nov-17	\$ -	\$ 5,055.46	\$ 4,049,423.29
Dec-17	\$ -	\$ 5,061.78	\$ 4,054,485.07
Jan-18	\$ -	\$ 5,068.11	\$ 4,059,553.18

Feb-18	\$	-	\$	5,074.44	\$	4,064,627.64
Mar-18	\$	-	\$	5,080.78	\$	4,069,708.43
Apr-18	\$	-	\$	5,087.14	\$	4,074,795.56
May-18	\$	-	\$	5,093.49	\$	4,079,889.06
Jun-18	\$	-	\$	5,099.86	\$	4,084,988.92
Jul-18	\$	-	\$	5,106.24	\$	4,090,095.15
Aug-18	\$	-	\$	5,112.62	\$	4,095,207.77
Sep-18	\$	-	\$	5,119.01	\$	4,100,326.78
Oct-18	\$	-	\$	5,125.41	\$	4,105,452.19
Nov-18	\$	-	\$	5,131.82	\$	4,110,584.01
Dec-18	\$	-	\$	5,138.23	\$	4,115,722.24
Jan-19	\$	-	\$	5,144.65	\$	4,120,866.89
Feb-19	\$	-	\$	5,151.08	\$	4,126,017.97
Mar-19	\$	-	\$	5,157.52	\$	4,131,175.49
Apr-19	\$	-	\$	5,163.97	\$	4,136,339.46
May-19	\$	-	\$	5,170.42	\$	4,141,509.89
Jun-19	\$	-	\$	5,176.89	\$	4,146,686.78
Jul-19	\$	-	\$	5,183.36	\$	4,151,870.13
Aug-19	\$	-	\$	5,189.84	\$	4,157,059.97
Sep-19	\$	-	\$	5,196.32	\$	4,162,256.30
Oct-19	\$	-	\$	5,202.82	\$	4,167,459.12
Nov-19	\$	-	\$	5,209.32	\$	4,172,668.44
Dec-19	\$	-	\$	5,215.84	\$	4,177,884.28
Jan-20	\$	-	\$	5,222.36	\$	4,183,106.63
Feb-20	\$	-	\$	5,228.88	\$	4,188,335.51
Mar-20	\$	-	\$	5,235.42	\$	4,193,570.93
Apr-20	\$	-	\$	5,241.96	\$	4,198,812.90
May-20	\$	-	\$	5,248.52	\$	4,204,061.41
Jun-20	\$	-	\$	5,255.08	\$	4,209,316.49
Jul-20	\$	-	\$	5,261.65	\$	4,214,578.14
Aug-20	\$	-	\$	5,268.22	\$	4,219,846.36
Sep-20	\$	-	\$	5,274.81	\$	4,225,121.17
Oct-20	\$	-	\$	5,281.40	\$	4,230,402.57
Nov-20	\$	-	\$	5,288.00	\$	4,235,690.57
Dec-20	\$	-	\$	5,294.61	\$	4,240,985.18
Jan-21	\$	(185,000.00)	\$	5,301.23	\$	4,061,286.42
Feb-21	\$	(185,000.00)	\$	5,076.61	\$	3,881,363.02
Mar-21	\$	(185,000.00)	\$	4,851.70	\$	3,701,214.73
Apr-21	\$	(185,000.00)	\$	4,626.52	\$	3,520,841.25
May-21	\$	(185,000.00)	\$	4,401.05	\$	3,340,242.30
Jun-21	\$	(185,000.00)	\$	4,175.30	\$	3,159,417.60

Jul-21	\$	(185,000.00)	\$	3,949.27	\$	2,978,366.87
Aug-21	\$	(185,000.00)	\$	3,722.96	\$	2,797,089.83
Sep-21	\$	(185,000.00)	\$	3,496.36	\$	2,615,586.19
Oct-21	\$	(185,000.00)	\$	3,269.48	\$	2,433,855.68
Nov-21	\$	(185,000.00)	\$	3,042.32	\$	2,251,898.00
Dec-21	\$	(185,000.00)	\$	2,814.87	\$	2,069,712.87
Jan-22	\$	(185,000.00)	\$	2,587.14	\$	1,887,300.01
Feb-22	\$	(185,000.00)	\$	2,359.13	\$	1,704,659.13
Mar-22	\$	(185,000.00)	\$	2,130.82	\$	1,521,789.96
Apr-22	\$	(185,000.00)	\$	1,902.24	\$	1,338,692.20
May-22	\$	(185,000.00)	\$	1,673.37	\$	1,155,365.56
Jun-22	\$	(185,000.00)	\$	1,444.21	\$	971,809.77
Jul-22	\$	(185,000.00)	\$	1,214.76	\$	788,024.53
Aug-22	\$	(185,000.00)	\$	985.03	\$	604,009.56
Sep-22	\$	(185,000.00)	\$	755.01	\$	419,764.57
Oct-22	\$	(185,000.00)	\$	524.71	\$	235,289.28
Nov-22	\$	(185,000.00)	\$	294.11	\$	50,583.39
Dec-22	\$	(50,646.62)	\$	63.23	\$	0.00

(1) Month means month of power delivery.

(2) Negative means payment from Municipality to AMP

December 2022 payment is estimated. Actual payment will include final loan true-up payment needed to fully repay Municipality.

**\$5,000,000 MAXIMUM PRINCIPAL AMOUNT
DRAW TO TERM LOAN AGREEMENT**

Between

CITY OF CUYAHOGA FALLS, OHIO

and

AMERICAN MUNICIPAL POWER, INC.

Dated as of January 1, 2015

DRAW TO TERM LOAN AGREEMENT

This Draw to Term Loan Agreement (the "Agreement") for a maximum principal amount of \$5,000,000, is between the City of Cuyahoga Falls, Ohio ("Cuyahoga Falls" or the "City"), a city and political subdivision of the State of Ohio, whose address is 2310 Second Street, Cuyahoga Falls, Ohio 43221 and American Municipal Power, Inc. ("AMP"), a corporation not for profit organized and existing under the laws of the State of Ohio, whose address is 1111 Schrock Road, Suite 100, Columbus, Ohio 43229. It is dated as of the 1st day of January, 2015.

I. RECITALS

A. Cuyahoga Falls has the power to enter into this transaction pursuant to the provisions of Article XVIII, Sections 3 and 4 of the Ohio Constitution, and the applicable provisions of the Ohio Revised Code. AMP has the power to enter into this transaction pursuant to the provisions of Chapter 1702 of the Ohio Revised Code.

B. Cuyahoga Falls wishes to participate in the AMP Rate Stabilization Program (the "Program") in order to lessen the City's variation in cash flow due to fluctuations in its monthly power supply costs and to smooth its customers' bills.

C. Cuyahoga Falls and AMP have entered into a Master Services Agreement designated as AMP Contract No. C-11-2005-4420 and dated as of December 12, 2005 (the "MSA") pursuant to which certain services can be provided pursuant to schedules thereto.

D. Cuyahoga Falls and AMP have entered into a schedule to the MSA (the "Schedule") for a term beginning on January 1, 2015 through December 31, 2022, which

sets forth the terms of the City's participation in the Program. The Schedule is attached hereto as Exhibit B.

E. As set forth in Article II of the Schedule, in order to provide the City with a stabilized power supply cost during the power delivery period set forth in the Schedule, AMP will loan Cuyahoga Falls up to the principal amount of \$5,000,000. This Agreement contains the terms and conditions by which such loan will be provided.

II. TERMS OF LOAN

A. AMP will, upon the terms and conditions of this Agreement, lend to Cuyahoga Falls the principal amount of not to exceed \$5,000,000. The loan shall be made over time in installments on a monthly basis, via credit to the City's monthly power bill, commencing on the date and in the amounts as set forth in Appendix A to the Schedule.

The loan principal amount shall not at any point exceed \$5,000,000 and will be repaid by the City as shown in the table set forth in Appendix A to the Schedule, with the last payment to be made no later than December 31, 2022. Interest and carrying charge costs will continue to accrue on any remaining loan balance during the repayment period until such time as the balance remaining is paid in full. The final loan true-up payment needed to fully repay AMP will be included in the final invoice hereunder. The monthly loan repayment amount (including interest and carrying charges) will be included in the AMP monthly power invoice to the City.

The interest rate on the loan and the associated carrying charges will be based on AMP's actual cost of borrowing the funds. The monthly carrying charges set forth in Appendix A to the Schedule are based upon estimates of the interest rate and costs

associated with AMP utilizing its line of credit (the "Credit Line") to provide the loan to the City and are for illustration purposes only. The City's monthly repayment amounts will be based upon the actual interest rate and carrying charges incurred by AMP, which will be adjusted on a periodic basis. While it is assumed by the parties that AMP will utilize its Credit Line to provide the loan to Cuyahoga Falls, AMP, in its sole discretion, may utilize revenue bonds, bond anticipation notes, bank loans or other evidences of indebtedness, to finance the loan to the City on the most economically favorable terms available given the prevailing market conditions at the time.

If AMP is unable through its best efforts to access its Credit Line or other methods of financing the loan, AMP may immediately withhold further disbursements of loan funds and, upon ninety (90) days written notice to the City, declare all amounts due under this Agreement, the Schedule and/or the Promissory Note, to be immediately due and payable to AMP.

Appendix A to the Schedule shall be amended from time to time upon the mutual written agreement of the City and AMP to adjust the loan and repayment schedule based on updated power cost projections and to reflect the actual interest rate and carrying charges incurred. In the event that Appendix A to the Schedule is amended, the loan balance shall still be fully paid to AMP by Cuyahoga Falls no later than December 31, 2022.

In further evidence of its obligation to pay the principal amount of the loan, plus all interest accrued and associated carrying costs, Cuyahoga Falls will execute and deliver a promissory note in substantially the form attached hereto as Exhibit A (the "Promissory Note").

The loan shall be repayable by the City as an operating and maintenance expense ("O&M Expense") of the City's electric system (the "System") payable solely from the revenues of the System.

B. Upon sixty (60) days written notice to AMP, the City may request that AMP use its best efforts to refinance the outstanding amount of the loan through the issuance of long-term fixed rate bonds or notes issued in anticipation of such bonds on behalf of the City. If AMP is unable to obtain a commitment from a lender or lenders to purchase or place the bonds or notes, the loan shall remain outstanding and the City shall continue to be obligated to make payments as set forth in Appendix C to the Schedule.

C. The obligation of Cuyahoga Falls to make payments on the Promissory Note as an O&M Expense of the System from the revenues of the System shall be absolute and unconditional without defense or set-off by reason of any default by AMP under this Agreement or under any other agreement between Cuyahoga Falls and AMP for any other reason, including without limitation, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the System, commercial impracticability or frustration of purpose, or failure of AMP to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement or the Schedule, it being the intention of the parties that the payments required hereunder will be paid in full when due without any delay or diminution whatsoever, but solely from the revenues of the System. Nothing herein or in the Promissory Note contained shall obligate the City to make payment from any other sources and neither the general resources nor credit of the City is pledged for the payment of the City's obligation hereunder or as evidenced by the Promissory Note.

III. REPRESENTATIONS AND WARRANTIES

Each of the parties to this Agreement represents to the other that:

1. it has full power and authority to enter into the transactions described herein;
2. it has full power and authority to execute and deliver this Agreement and the Schedule, and to perform the obligations as contemplated in each;
3. it has duly authorized the execution of this Agreement and the Schedule;
4. each of this Agreement, the Schedule and, in the case of Cuyahoga Falls, the Promissory Note, is a valid and binding obligation of each of the parties thereto and enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws in effect from time to time affecting the enforceability of creditors' rights generally or by general principles of equity; and
5. there are no pending or threatened legal proceedings which would affect its ability to enter into this Agreement, the Schedule or perform the obligations described in each.
6. In accounting for the loan and its repayment, the City shall comply with the generally accepted accounting principles as adopted by the Governmental Accounting Standards Board or other applicable authority.

IV. COVENANTS

A. Future Debt Issuances. If Cuyahoga Falls issues or incurs additional debt which is secured by the revenues of its System, it will take such steps as are necessary in structuring such future issues to assure that no lien on such revenues is superior to AMP's rights under this Agreement or such previous agreements evidencing the City's

obligations to AMP as set forth in Section II A hereof. Nothing in this paragraph is intended to prevent the issuance of debt which has a parity or subordinate claim on System revenues.

B. Insurance; Casualty; Eminent Domain. Cuyahoga Falls will keep or cause to be kept, the System insured by a hazard insurance policy in an amount not less than \$5,000,000 with AMP named as loss payee. In the event of failure to obtain such insurance by Cuyahoga Falls, AMP may obtain such insurance and the costs thereof shall be due and payable immediately, or on demand, at the option of AMP, and shall be secured by this Agreement. If the System or any part thereof is condemned under any power of eminent domain, or if the System or any part thereof is damaged or destroyed, the damages, proceeds and consideration for the acquisition, damage or destruction shall be applied by Cuyahoga Falls in payment of any sums secured by this Agreement, or to the restoration or replacement of any damaged property, without in any way affecting the obligation of Cuyahoga Falls for payment of any sums now or hereafter secured hereby.

C. Maintenance and Repair. Cuyahoga Falls shall keep and maintain or cause to be kept and maintained in good repair and condition the System and shall not permit or commit waste of the System.

D. Protection of the System. Cuyahoga Falls shall pay or cause to be paid on demand such expenses and fees as may be incurred by AMP in the protection of the System and the maintenance of the lien of this Agreement. Such expenses and fees shall be secured by this Agreement.

E. Special Covenants. Cuyahoga Falls represents and agrees that:

1. It will provide to AMP its quarterly Electric Fund financial statements no later than 45 days following the last day of each calendar quarter.
2. It will provide to AMP its annual Electric Fund financial statements (which shall be audited statements in years in which an audit is performed) no later than 270 days following December 31 of each year.
3. It will set and maintain rates and power clause adjustment factors, and will regulate expenses, for the System such that for each year the excess of revenues over operating and maintenance expenses is at least 110% of principal and interest cost on all of its debt (including the debt evidenced by this Agreement) relating to the System. Notwithstanding the foregoing, if Cuyahoga Falls is obliged by any trust indentures to maintain a coverage ratio greater than 110%, it shall comply with the provisions of such indentures so long as they remain in effect. In the event of a failure to meet the requirements set forth above for any fiscal year, the City shall notify AMP and shall immediately employ an engineer knowledgeable in the operation of municipal electric systems and rate studies applicable thereto, and having a good repute for skill and experience in such work, to prepare and submit a written report and recommendations with respect to the rates and charges of the System and with respect to improvements or changes in the operations of the System, stating also the extent to which prior recommendations of consultants or engineers may not have been complied with by the City. A copy of such report and recommendations shall be filed with AMP. The City shall, within ninety (90) days after receipt of such report, revise its rates and charges in conformity with such recommendations and otherwise follow such recommendations. If the City

takes the actions described in the previous sentence, its failure to meet the coverage ratio set forth above shall not constitute the basis for a declaration of an Event of Default hereunder. If it does not take such actions, such failure shall constitute the basis for a declaration of an Event of Default hereunder.

4. It will maintain at all times, beginning January 1, 2015, as working capital for its electric operating fund, cash in the amount of at least one-half (1/2) of the previous year's System operating and maintenance expenses less the cost of generation plus purchased power and depreciation, as shown on the System's financial statements (which shall be audited statements in years in which an audit is performed). If in any year working capital falls below the amount required by this paragraph, Cuyahoga Falls shall restore its working capital to the level required by this paragraph by the end of the calendar year in which noncompliance occurs. Cuyahoga Falls will recover all purchased power expenses either through base rates or its Purchased Power Cost Adjustment Factor.
5. It will pay all invoices due to AMP within the terms and conditions of payment of such invoices.

V. DEFAULT; REMEDIES

A. Default; Remedies. In the event of default in the payment of any of the sum or sums now or hereafter secured hereby, or in the performance of any of the covenants and conditions of this Agreement or the Schedule; or in the event Cuyahoga Falls shall for any reason be rendered incapable of fulfilling its obligations hereunder; or final judgment for the payment of money shall be rendered against Cuyahoga Falls which adversely affects its ownership, control or operation of the System, and any such

judgment shall not be discharged within sixty (60) days from the entry thereof or an appeal shall not be taken therefrom or from the order, decree or process upon which, or pursuant to which, such judgment shall have been granted, or entered, in such manner as to stay the execution of or levy under, such judgment, order, decree, or process or the enforcement thereof; or any proceeding shall be instituted with the consent or acquiescence of Cuyahoga Falls for the purpose of effecting a composition between Cuyahoga Falls and its creditors, or for the purpose of adjusting the claims of such creditors pursuant to any Federal or State statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the System; or if (a) Cuyahoga Falls is adjudged insolvent by a court of competent jurisdiction which assumes jurisdiction of the System, or (b) an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of Cuyahoga Falls, a receiver or trustee of Cuyahoga Falls or of the whole or any part of the System and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof; or if Cuyahoga Falls shall file a petition or answer seeking reorganization or any arrangement under the Federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof, which would place jurisdiction of the System in other than Cuyahoga Falls; then at the sole option of AMP, by a notice in writing to Cuyahoga Falls, and in addition to any other right or remedy which AMP may now or hereafter have by law, AMP shall have the right and power to (i) withhold further disbursements of loan funds, (ii) upon ninety (90) days written notice to the City accelerate the final payment date and demand payment in full of all sums due and owing this Agreement, the Schedule and/or the

Promissory Note, and/or (iii) apply for the appointment of a receiver of rents, income and profits of the System received or receivable by Cuyahoga Falls as a matter of right and as security for the amounts due AMP without consideration of the value of the System, or the solvency of any person or persons liable for the payment of such amounts, the rents, income and profits of the System received or receivable by Cuyahoga Falls being hereby assigned by Cuyahoga Falls to AMP as security for payment of the sum or sums now or hereafter secured hereby.

Anything in the foregoing to the contrary notwithstanding, if at any time before the entry of final judgment or decree in any suit, action or proceeding instituted by AMP on account of default as defined above, or before the completion of the enforcement of any other remedy under this Agreement, Cuyahoga Falls shall pay the principal of all sum or sums now or hereafter secured hereby, then payable by their stated terms, whether by maturity or prior redemption, and all arrears of interest, if any, upon said sums then outstanding and the charges, compensation, expenses, disbursements, advances and liabilities of AMP, and all other amounts then payable by Cuyahoga Falls hereunder, and every other default of which AMP has notice shall have been remedied to the satisfaction of AMP, then and in every such case AMP shall rescind and annul the declaration of default and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

B. Indulgence or Waiver. In the event AMP grants an extension of time on any payments of the sums secured by this Agreement; takes other or additional security for the payment thereof; or waives or fails to exercise any right granted herein, said act or omission shall not release Cuyahoga Falls, its successors or assigns, under any covenant

of this Agreement, nor preclude AMP from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or any subsequent default.

VI. MISCELLANEOUS

A. Severability. In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions or clauses of this Agreement which can be given effect without the conflicting provision or clause, and to this end the provisions and clauses of this Agreement are declared to be severable.

B. Notice. All notices, demands and requests hereunder shall be in writing and shall be deemed to have been properly given if sent by United States first class, certified or registered mail, an overnight delivery service or by personal service to the addresses for Cuyahoga Falls and AMP set forth at the beginning of this Agreement, or at such other addresses as the parties shall from time to time designate by written notice as required herein.

C. Miscellaneous. This Agreement may not be modified, amended or terminated orally, and may be modified, amended or terminated only as provided herein or with the written consents of both parties hereto. This Agreement inures to the benefit of AMP, its successors and assigns and it is binding upon Cuyahoga Falls, its successors and assigns.

Now if Cuyahoga Falls shall perform the foregoing covenants and conditions, this Agreement shall become void and shall be released by AMP, at the cost and expense of Cuyahoga Falls; otherwise this Agreement is to be in full force and effect.

IN WITNESS WHEREOF, this Agreement has been duly executed by AMP and Cuyahoga Falls, by their duly authorized officers, as of this 1st day of January, 2014.

AMERICAN MUNICIPAL POWER

By: _____
Title: Senior Vice President of Finance and
Chief Financial Officer

CITY OF CUYAHOGA FALLS

By: _____
Title: Mayor

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

Before me, a Notary Public in and for said County, personally appeared the above named Robert W. Trippe, known to me to be the Senior Vice President of Finance and Chief Financial Officer of American Municipal Power, Inc., a corporation not for profit, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed as such officer, and the free act and deed of said corporation as authorized by the Board of Trustees of the Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Columbus, Ohio this _____ day of _____, 2014.

Notary Public

My commission expires:

[NOTARY SEAL]

EXHIBIT A

[FORM OF PROMISSORY NOTE]
CITY OF CUYAHOGA FALLS
PROMISSORY NOTE
(Special Obligation)

_____, 2014

The **City of Cuyahoga Falls** (the "City"), a municipal corporation, for value received, promises to pay to **American Municipal Power, Inc.** ("AMP"), an Ohio non-profit corporation, but solely from the net revenues of the City's electric system (the "System") under this Promissory Note (as the same may be renewed or amended from time to time, the "Note"), and as further described in the Draw to Term Loan Agreement, dated as of January 1, 2015 (the "Agreement") between the City and AMP, amounts equal to the amounts payable by the City to AMP from time to time under the Agreement, at such times and as any such amounts are payable thereunder, up the principal amount of not to exceed \$5,000,000. Capitalized terms used herein but not defined herein have the meaning given to them in the Agreement.

The loan from AMP to the City as set forth in the Agreement shall be made over time in installments on a monthly basis, via credit to the City's monthly power bill, commencing June 2015, in the amounts as set forth in Appendix A to the Schedule. Appendix A to the Schedule is attached hereto and made a part hereof.

The loan principal amount shall not at any point exceed \$5,000,000 and will be repaid by the City as shown in the table set forth in Appendix A to the Schedule, with the last payment to be made no later than December 31, 2022. Interest and carrying charge costs will continue to accrue on any remaining loan balance during the repayment period until such time as the balance remaining is paid in full. The final loan true-up payment

needed to fully repay AMP will be included in the final invoice hereunder. The monthly loan repayment amount (including interest and carrying charges) will be included in the AMP monthly power invoice to the City.

The interest rate on the loan and the associated carrying charges will be based on AMP's actual cost of borrowing the funds. The monthly carrying charges set forth in Appendix A to the Schedule attached hereto are based upon estimates of the interest rate and costs associated with AMP utilizing its line of credit (the "Credit Line") to provide the loan to the City and are for illustration purposes only. The City's monthly repayment amounts will be based upon the actual interest rate and carrying charges incurred by AMP, which will be adjusted on a periodic basis. While it is assumed by the parties that AMP will utilize its Credit Line to provide the loan to the City, AMP, in its sole discretion, may utilize revenue bonds, bond anticipation notes, bank loans or other evidences of indebtedness, to finance the loan to the City on the most economically favorable terms available given the prevailing market conditions at the time.

If AMP is unable through its best efforts to access its Credit Line or other methods of financing the loan, AMP may immediately withhold further disbursements of loan funds and, upon ninety (90) days written notice to the City, declare all amounts due under this Agreement, the Schedule and/or the Promissory Note, to be immediately due and payable to AMP.

Appendix A to the Schedule shall be amended from time to time upon the mutual written agreement of the City and AMP to adjust the loan and repayment schedule to reflect the actual interest rate and carrying charges incurred, taking into account any updated power cost projections. In the event that Appendix A to the Schedule is

amended, the loan balance shall still be fully paid to AMP by Cuyahoga Falls no later than December 31, 2022.

The loan shall be repayable by the City as an operating and maintenance expense ("O&M Expense") of the City's electric system (the "System") payable solely from the revenues of the System.

Interest hereon shall be calculated on a 360 day per year, 30-day month basis.

This Note is secured by the Agreement. The obligation of the City to make payments on this Note, payable as an O&M Expense of the System from the revenues of its System, shall be absolute and unconditional without defense or set-off by reason of any default by AMP under the Agreement or under any other agreement between the City and AMP for any other reason, including without limitation, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the System, commercial impracticability or frustration of purpose, or failure of AMP to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Agreement, it being the intention of the parties that the payments required hereunder will be paid in full when due from the revenues of the System without any delay or diminution whatsoever.

Reference is made to the Agreement for provisions regarding events of default and remedies.

IN WITNESS WHEREOF, the City has executed this Promissory Note as of the date first above written.

CITY OF CUYAHOGA FALLS, OHIO

By: _____
Title: _____

[Appendix A to Schedule to be Attached to Promissory Note]

EXHIBIT B

CITY OF CUYAHOGA FALLS

POWER SALES SCHEDULE

A Schedule

to

American Municipal Power, Inc.,

and

City of Cuyahoga Falls, Ohio

Master Services Agreement No. C-11-2005-4420

[To Be Attached]

2
3 CITY OF CUYAHOGA FALLS, OHIO

4
5 ORDINANCE NO. - 2014

6
7
8 AN ORDINANCE AUTHORIZING THE EXECUTION OF
9 ENERGY PURCHASE POWER SUPPLY SCHEDULE WITH
10 AMERICAN MUNICIPAL POWER, INC., AND DECLARING
11 AN EMERGENCY.
12
13

14 WHEREAS, the City of Cuyahoga Falls, Ohio (the "City") is a political
15 subdivision organized and existing pursuant to the laws of the state of Ohio which
16 owns and operates an electric utility system for the sale of electric power and
17 associated energy for the benefit of its citizens and customers; and
18

19 WHEREAS, in order to satisfy the electric energy requirements of its electric
20 utility system, the City has purchased economical and reliable energy from American
21 Municipal Power (AMP), an Ohio non-profit corporation, of which the City is a member,
22 or has purchased power arranged by AMP; and
23

24 WHEREAS, the City, acting individually and, along with other municipalities
25 which own and operate electric utility systems, jointly through AMP, endeavors to
26 arrange for reliable, reasonably priced supplies of electric energy for ultimate delivery
27 to its customers; and
28

29 WHEREAS, City has executed a Master Services Agreement with AMP which
30 sets forth the general terms and conditions for the provision of power supply and other
31 services by AMP to the City; and
32

33 WHEREAS, AMP will negotiate with one or more reputable and financially
34 sound third party power suppliers to enter into an agreement(s) to purchase electric
35 energy for a term of no longer than two years, which will provide an economical source
36 of electric energy (herein "Long Term Energy Purchase(s)") for City and other AMP
37 Members; and
38

39 WHEREAS, AMP, on behalf of the City, desires to purchase from third party
40 supplier(s) and then to resell the energy available from these Long Term Energy
41 Purchase(s) on a long term basis to City at contract cost (excluding any taxes,
42 transmission costs, replacement energy, losses, congestion costs, or AMP service fees)
43 not to exceed \$46.00 per MWh; and
44

45 WHEREAS, AMP, has prepared and delivered to the City the form of an Energy
46 Purchase Power Supply Schedule, pursuant to which the City may purchase electric
47 energy; and
48

49 WHEREAS, AMP has provided and will continue to provide appropriate
50 personnel and information regarding the Long Term Energy Purchase(s) to the City, as

51 such officers and representatives of the City deem necessary or appropriate, to enable
52 the City to evaluate the benefits and risks of the Long Term Energy Purchase(s), to
53 take actions contemplated by the Ordinance hereinafter set forth and to determine
54 that the same are in the public interest; and
55

56 WHEREAS, in recognition of the unique nature of the Purchases described
57 herein, competitive bidding is not required on the City's purchase of energy, through
58 the Energy Purchase Power Supply Schedule, however, any competitive bidding
59 requirement that might otherwise be applicable for the purchase of any energy
60 through the execution of the Energy Purchase Power Supply Schedule authorized by
61 this Ordinance, should be waived; and
62

63 NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cuyahoga
64 Falls, County of Summit and State of Ohio, that:
65

66 Section 1. The form of the Energy Purchase Power Supply Schedule between
67 the City of Cuyahoga Falls and AMP, substantially in the form attached hereto as
68 Exhibit 1, is approved, together with any necessary revisions, additions or
69 amendments as are agreed to by the parties and approved by the Director of Law as
70 being consistent with the objectives and requirement in this ordinance.
71

72 Section 2. The Electric Superintendent or the Electric Superintendent's
73 designee are hereby authorized to execute the Energy Purchase Power Supply
74 Schedule and to acquire the City's energy from Long Term Energy Purchase, with a
75 term of two years, and with a third party contract price (excluding any taxes,
76 transmission costs, replacement energy, losses, congestion costs, or AMP service fees)
77 not to exceed \$46.00 per MWh, and is further authorized to execute and deliver any
78 and all documents necessary to participate in Long Term Energy Purchase, pursuant
79 to the conditions set forth herein for a term of no more than two (2) years, as set forth
80 in the Energy Purchase Power Supply Schedule.
81

82 Section 3. Competitive bidding is not required on the City's acquisition of its
83 right to secure energy under the Energy Purchase Power Supply Schedule, and in the
84 event any competitive bidding requirements are applicable, any such competitive
85 bidding requirement that might otherwise be applicable, are hereby waived.
86

87 Section 4. Any other ordinances and resolutions or portions of ordinances
88 and resolutions inconsistent herewith are hereby repealed, but any ordinances and
89 resolutions or portions of ordinances and resolutions not inconsistent herewith and
90 which have not previously been repealed are hereby ratified and confirmed.
91

92 Section 5. It is found and determined that all formal actions of this Council
93 concerning and relating to the adoption of this ordinance were adopted in an open
94 meeting of this Council and that all deliberations of this Council and of any of its
95 committees that resulted in such formal action were in meetings open to the public, in
96 compliance with all legal requirements including Chapter 107 of the Codified
97 Ordinances.
98

99 Section 6. This ordinance is hereby declared to be an emergency measure
100 necessary for the preservation of the public peace, health, safety, convenience and

101 welfare of the City of Cuyahoga Falls and the inhabitants thereof, and provided it
102 receives the affirmative vote of two-thirds of the members elected or appointed to
103 Council, it shall take effect and be in force immediately upon its passage and approval
104 by the Mayor; otherwise it shall take effect and be in force at the earliest period
105 allowed by law.

106
107

108 Passed: _____
109 _____
110 President of Council

111
112 _____

113 Clerk of Council

114
115 _____

116 Approved: _____
117 _____
118 Mayor

118 12/8/14

119 O:\2014ords\PSA 2021_22 Ordinance.doc

CITY OF CUYAHOGA FALLS
2021 – 2022 ENERGY PURCHASE POWER SUPPLY SCHEDULE
AMP Contract No. 2015-001321-SCHED
A Schedule to
American Municipal Power, Inc.
and
City of Cuyahoga Falls, Ohio
Master Service Agreement No. C-11-2005-4420

WHEREAS, the City of Cuyahoga Falls, Ohio (“Municipality”) and American Municipal Power, Inc. (“AMP”) collectively (“Parties”) have entered into a Master Service Agreement (“Agreement”) under which certain services may be provided under schedules thereto;

WHEREAS, in order to obtain economical electric energy the Municipality desires to purchase electric energy from AMP or have AMP arrange for the same on behalf of the Municipality;

WHEREAS, AMP will negotiate with one or more reputable and financially sound third party power suppliers to enter into an agreement(s) to purchase electric energy for a term beginning on January 1, 2021 and ending December 31, 2022, which will provide an economical source of electric energy (herein “Long Term Energy Purchase(s)”) for Municipality; and

NOW, THEREFORE, in consideration of the conditions, terms and covenants hereinafter contained, the Parties hereto do hereby mutually agree as follows:

ARTICLE I
TERM

Subject to the conditions contained herein, this Schedule shall be for a term beginning on January 1, 2021 and ending December 31, 2022.

ARTICLE II
CONTRACT QUANTITIES AND RATE

SECTION 201 - CONTRACT QUANTITIES: For the compensation hereinafter set forth, and pursuant to the terms and conditions contained herein, AMP shall arrange for the delivery of energy to the Municipality. The Municipality shall be invoiced and responsible for paying, and AMP is entitled to receive as compensation, the following:

- A. Actual monthly transmission fees, congestion charges, ancillary services, unforced capacity charges, losses, customer charges, replacement energy, and taxes or other such costs incurred by AMP to deliver the energy to the Municipality's Delivery Point; and
- B. AMP's Service Fee B, as defined in the Agreement, for all energy sold or arranged for and delivered pursuant to this Schedule, unless the same is paid for under another power supply schedule; and
- C. The contract rates or fees that AMP pays or incurs for each MW or MWh of energy supplied to the Municipality, as set forth in the transaction confirmation set forth in the Appendix A.

The long term energy purchases anticipated to be executed as a transaction confirmation between AMP and third party power suppliers for the benefit of Municipality will be a remaining requirements product (subject to final pricing upon execution). The Municipality authorizes AMP to purchase the remaining requirements energy on behalf of the Municipality with a term beginning on January 1, 2021 and ending December 31, 2022, so long as the third party energy supply contract price for energy purchased under this Schedule (excluding any taxes, transmission costs, replacement energy, losses, congestion costs, or AMP service fees) does not exceed \$46.00 per MWh.

SECTION 202 – PROCEDURES FOR POWER SUPPLY ACQUISITION AND SALE:

It is understood and anticipated that AMP may throughout the term of this Schedule, enter into energy purchase transaction confirmations or other arrangements on behalf of the Municipality, subject to

the approval of Municipality's Authorized Representative, to implement the Long Term Energy Purchases contemplated in Section 201 of this Schedule. The steps that will be followed in securing such Long Term Energy Purchases are set forth below.

At the time that AMP recommends that a Long Term Energy Purchase should be finalized, the following shall take place:

1. Authorized personnel of AMP shall confer with the Municipality's Authorized Representative (or his/her designee) on a recorded telephone line or through E-mail, regarding AMP's recommended Long Term Energy Purchases that meet the requirements of Section 201 prior to executing a transaction confirmation with a third party power supplier. AMP will provide power supply recommendations to Municipality's Authorized Representative based upon the best market information available to AMP at the time any conferring takes place.

2. If the Municipality's Authorized Representative approves AMP's recommendation and authorizes acquisition of the Long Term Energy Purchase over a recorded telephone line or through E-mail, then AMP shall acquire the Long Term Energy Purchase on behalf of the Municipality subject to the effective date and other terms and conditions approved by the Municipality's Authorized Representative.

3. AMP will enter into a transaction confirmation or other arrangement with the authorized and approved third party power supplier as soon as reasonably possible after approval is received as set forth above.

4. Once a Long Term Energy Purchase is finalized and transaction confirmation executed, a copy of the transaction confirmation between the supplier and AMP shall be added to Appendix A and become part of this Schedule.

5. Municipality's Authorized Representative shall execute a

transaction confirmation with AMP. A copy of the Member transaction confirmation shall be added to Appendix A and become part of this Schedule.

ARTICLE III

DELIVERY POINT

The delivery point(s) for electric energy to be delivered hereunder ("Point of Delivery" or "Delivery Point") shall be the Municipality's interconnections with PJM, or its successor.

ARTICLE IV **GENERAL**

SECTION 401 - FIRMNESS OF SUPPLY: Firmness of supply under this Schedule shall be equal to the firmness provided by the power supply schedules and transmission service arrangements executed by AMP, which are utilized to provide energy under this Schedule.

AMP's obligations hereunder are specifically dependent upon the performance of the suppliers listed in Appendix A or otherwise agreed to by the Parties. In the event of default of a power supplier, AMP shall provide replacement energy to Municipality and Municipality shall pay any cost difference (if any) of the replacement energy (or, if the cost of replacement energy is less, then Municipality shall pay that lower cost). Should a third party supplier default to such a degree that the agreement by and between that third party supplier and AMP is terminated, AMP shall use its best efforts to execute an alternate energy supply agreement, with another supplier unless otherwise agreed to in writing by Municipality.

Notwithstanding the foregoing, AMP agrees that it will notify Municipality promptly of any default by a supplier which may result in AMP's purchase of replacement energy for Municipality (hereinafter "Supplier Default"). AMP also agrees that in an event of a Supplier Default, AMP shall take all appropriate legal action to enforce the terms of AMP's contracts with the defaulting supplier and/or seek appropriate damages from supplier on Municipality's behalf.

Municipality is, and shall be, third party beneficiary of such legal action and will be reimbursed or credited by AMP a *pro rata* share of any net recoveries against the defaulting supplier or Municipality's increased costs occasioned by the Supplier Default, whichever is less.

Municipality specifically acknowledges that although energy made available from the supplies listed in Appendix A or otherwise agreed to by the Parties are intended to be the primary source of energy pursuant to this Schedule, AMP may, from time to time, substitute for actual delivery purposes, other energy; provided that such substitute energy be of a similar firmness and reliability as that made available under the third party power supplier transaction confirmation(s) and further provided that such substitution does not result in increased costs to Municipality.

When third parties providing firm transmission service interrupt deliveries from AMP to Municipality, AMP will use commercially reasonable efforts to deliver energy across other parties' transmission systems if interruptions occur from the primary firm transmission provider's system.

All other terms and conditions of the Agreement between AMP and the Municipality that are not consistent with the terms and conditions of this Schedule shall be applicable as if fully restated herein.

SECTION 402 – AUTHORIZED REPRESENTATIVE: The Municipality's Representative shall be the Electric Superintendent until modified by written notice to AMP by the Municipality.

**CITY OF CUYAHOGA FALLS,
OHIO**

AMERICAN MUNICIPAL POWER, INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

Legal Counsel

APPROVED AS TO FORM:

John W. Bentine
Senior VP / General Counsel

APPENDIX A

4843-1247-3632, v. 1

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4 CITY OF CUYAHOGA FALLS, OHIO

5 ORDINANCE NO. - 2014

6
7 AN ORDINANCE AMENDING THE COMPENSATION AND
8 CLASSIFICATION PLAN FOR FULL-TIME NON-
9 BARGAINING POSITIONS AND ASSIGNING AND RE-
10 ASSIGNING VARIOUS JOB CLASSIFICATIONS TO
11 APPROPRIATE ESTABLISHED SALARY GRADES, AND
12 DECLARING AN EMERGENCY.
13

14
15 WHEREAS, this Council established compensation levels for full-time non-bargaining job classifications
16 in Ord. No. 72-2014, and
17

18 WHEREAS, the Civil Service Commission has created new classifications and modified existing job
19 classifications since the passage of Ord. No. 72-2014; and
20

21 WHEREAS, changes in job classifications has made it necessary and desirable to assign new job
22 classifications to appropriate salary grades and to re-assign modified classifications to appropriate salary
23 grades; and these new job classifications are included in the 2015 budget,
24

25 NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cuyahoga Falls, County of Summit,
26 and State of Ohio, that:
27

28 Section 1. The non-bargaining, full-time positions classified as reflected on the list attached hereto as
29 Exhibit "A" are and shall be compensated in accordance with the salary grade associated with each
30 respective position as shown on Exhibit "A", which is incorporated as if fully rewritten herein.
31

32 Section 2. Any ordinances and resolutions, or portions of ordinances and resolutions inconsistent
33 herewith are hereby repealed, but any ordinances and resolutions not inconsistent herewith and which
34 have not previously been repealed are hereby ratified and confirmed.
35

36 Section 3. It is found and determined that all formal actions of this Council concerning and relating
37 to the passage of this ordinance were taken in an open meeting of this Council and that all deliberations of
38 this Council and of any committees that resulted in those formal actions were in meetings open to the
39 public, in compliance with all legal requirements including Chapter 107 of the Codified Ordinances.
40

41 Section 4. This ordinance is hereby declared to be an emergency measure necessary for the
42 preservation of the public peace, health, safety, convenience and welfare of the City of Cuyahoga Falls and
43 the inhabitants thereof, and provided it receives the affirmative vote of two-thirds of the members elected
44 or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by
45 the Mayor; otherwise it shall take effect and be in force at the earliest period allowed by law.
46

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48 Passed: _____

President of Council

Clerk of Council

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56 Approved _____

Mayor

EXHIBIT A

**CITY OF CUYAHOGA FALLS
FULL-TIME NON-BARGAINING POSITION & PAY GRADE CLASSIFICATIONS
AS OF JANUARY 1, 2015**

POSITION TITLE	GRADE
ACCOUNTANT	N25
ADMINISTRATIVE ASSISTANT	N31
ADMINISTRATIVE SERVICES SUPV	N25
ADMINISTRATIVE SPECIALIST	N21
APPLICATION SUPPORT COORD.	N23
AQUATIC SUPERVISOR	N25
ASSISTANT CITY ENGINEER	N32
ASSISTANT TO THE MAYOR	N24
ASST ELECTRIC UTILITY SUPT	N32
ASST FIRE CHIEF	N32
ASST GOLF COURSE SUPV.	N22
ASST PARKS & REC. SUPT	N32
ASST STREET & SANITATION SUPT.	N29
ASST UTILITY BILLING MANAGER	N27
AUXILIARY SERVICES MANAGER	N28
BLDG & GRNDS MAINT SUPT	N29
BUSINESS SYSTEM COORDINATOR	N21
CDBG/ENTITLEMENT ADMINISTRATOR	N27
CHIEF CODE ENFORCEMENT OFFICER	N27
CITY ENGINEER	N34
CLERK TYPIST II	N19
COLLECTION SPECIALIST	N19
DEPUTY DIRECTOR OF COMM. DEV.	N31
DEPUTY FINANCE DIRECTOR	N33
DEPUTY LAW DIRECTOR	N33
DEPUTY SERVICE DIRECTOR	N31
DIRECTOR OF COMMUNITY DEVELOP	ESG
DIRECTOR OF IT SERVICES	N33
DIVISION OF PLANNING DIRECTOR	N33
ELECTRIC METER/SUBSTATION FOREMAN	N29
ELECTRIC TECHNOLOGY MANAGER	N29
ELECTRIC UTILITY SUPT	N34
FACILITY DIRECTOR	N32
FINANCE DIRECTOR	ESG

FIRE CHIEF	N34
FOREMAN (Street/Sanitation/Bldg. Grounds)	N27
GENERAL MGR OF GOLF OPERATIONS	N29
GOLF COURSE MAINT SUPV	N25
HUMAN RESOURCES COORDINATOR	N22
HUMAN RESOURCES DIRECTOR/RECORDS CLERK	N29
HUMAN RESOURCES TECHNICIAN	N20
INFORMATION SERV PROGRAMMER	N25
INFORMATION SERVICES MGR	N29
INVENTORY CONTROL MANAGER	N27
JUVENILE DIVERSION CASEWORKER	N19
LAW DEPT OFFICE MANAGER	N23
LAW DIRECTOR	ESG
LINE FOREMAN	N29
MAINTENANCE SUPERVISOR	N25
MAYOR	MSG
MAYOR'S COURT CLERK	N25
NETWORK SPECIALIST	N27
OFFICE MANAGER	N22
OPERATIONS SUPERVISOR	N25
PARK SUPERVISOR	N26
PARKS & RECREATION SUPT	N34
PAYROLL ADMINISTRATOR	N25
POLICE CAPTAIN	N32
POLICE CHIEF	N34
PROGRAM SUPERVISOR	N25
PROSECUTOR	N29
PUBLIC UTILITY CUST ADVOCATE	N24
RECREATION PROGRAM SUPV	N25
RIVERFRONT CENTRE DIST MANAGER	N28
SECRETARY I (EXEMPT)	N20
SECRETARY II (EXEMPT)	N21
SENIOR ADULT PROGRAM SUPV	N25
SENIOR PLANNER	N26
SERVICE DIRECTOR	ESG
SEWER COLLECTIONS MANAGER	N28
STREET & SANITATION SUPERINTENDENT	N34
SUPT MOTOR VEHICLES	N29
TAX ADMINISTRATOR	N31
TREASURER	N29

UTILITIES BILLING MANAGER	N31
WATER DISTRIBUTION MANAGER	N28
WATER TREATMENT PLANT MANAGER	N28
WATER UTILITIES SUPT	N34
WEB DEVELOPER	N25

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4 CITY OF CUYAHOGA FALLS, OHIO

5 ORDINANCE NO. - 2014

6
7
8 AN ORDINANCE ESTABLISHING PAY RANGES FOR
9 PART-TIME, PER DIEM, AND SPECIAL CLASSIFICATION
10 WORKERS, AND DECLARING AN EMERGENCY.

11
12 WHEREAS, this Council established compensation levels for part-time, per diem, and special
13 classification workers in 2009;

14
15 WHEREAS, changes in minimum wage must be reflected in the part-time, per diem, and special
16 classification workers' pay rates; and these new wages must be included in the 2015 budget;

17
18 NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cuyahoga Falls, County of Summit,
19 and State of Ohio, that:

20
21 Section 1. Pay ranges are hereby established for part-time, per diem, and special classification
22 workers as shown in Exhibit "A" attached hereto.

23
24 Section 2. Council authorizes pay range adjustments as necessary to remain in compliance with State
25 and Federal minimum wage law.

26
27 Section 3. Any ordinances and resolutions, or portions of ordinances and resolutions inconsistent
28 herewith are hereby repealed, but any ordinances and resolutions not inconsistent herewith and which
29 have not previously been repealed are hereby ratified and confirmed.

30
31 Section 4. It is found and determined that all formal actions of this Council concerning and relating
32 to the passage of this ordinance were taken in an open meeting of this Council and that all deliberations of
33 this Council and of any committees that resulted in those formal actions were in meetings open to the
34 public, in compliance with all legal requirements including Chapter 107 of the Codified Ordinances.

35
36 Section 5. This ordinance is hereby declared to be an emergency measure necessary for the
37 preservation of the public peace, health, safety, convenience and welfare of the City of Cuyahoga Falls and
38 the inhabitants thereof, and provided it receives the affirmative vote of two-thirds of the members elected
39 or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by
40 the Mayor; otherwise it shall take effect and be in force at the earliest period allowed by law.

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42
43 Passed: _____

President of Council

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48 _____
Clerk of Council

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50
51 Approved _____

Mayor

**EXHIBIT A
PAY RANGES FOR PART-TIME, PER DIEM, AND SPECIAL CLASSIFICATION POSITIONS**

PART-TIME RATES (PTR):

Each Part Time Worker shall be placed in the range (PTR-#) as determined by the appointing authority

	A	B	C	D	E	F	G
PTR-1	\$8.10	\$8.25	\$8.50	\$8.75	\$9.00	\$9.25	\$9.50
PTR-2	\$9.75	\$10.00	\$10.25	\$10.50	\$10.75	\$11.00	\$11.25
PTR-3	\$11.50	\$11.75	\$12.00	\$12.25	\$12.50	\$12.75	\$13.00
PTR-4	\$13.25	\$13.50	\$13.75	\$14.00	\$14.25	\$14.50	\$14.75
PTR-5	\$15.00	\$15.25	\$15.50	\$15.75	\$16.00	\$16.25	\$16.50
PTR-6	\$16.75	\$17.00	\$17.25	\$17.50	\$17.75	\$18.00	

PER DIEM RATES (PDR):

Each Per Diem Worker shall be placed in the range (PDR-#) as determined by the appointing authority

PDR	RATE								
1	\$8.50	7	\$14.00	13	\$20.00	19	\$32.00	25	\$44.00
2	\$9.00	8	\$15.00	14	\$22.00	20	\$34.00	26	\$46.00
3	\$10.00	9	\$16.00	15	\$24.00	21	\$36.00	27	\$48.00
4	\$11.00	10	\$17.00	16	\$26.00	22	\$38.00	28	\$50.00
5	\$12.00	11	\$18.00	17	\$28.00	23	\$40.00	29	\$60.00
6	\$13.00	12	\$19.00	18	\$30.00	24	\$42.00		

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4 CITY OF CUYAHOGA FALLS, OHIO

5
6 ORDINANCE NO. -2014

7
8 AN ORDINANCE AUTHORIZING THE DIRECTOR
9 OF COMMUNITY DEVELOPMENT TO ENTER
10 INTO A COMMUNITY REINVESTMENT AREA
11 AGREEMENT WITH HARBOR CASTINGS, INC.,
12 AND DECLARING AN EMERGENCY.
13

14 WHEREAS, the City of Cuyahoga Falls designated an O.R.C. Chapter 3735 Community
15 Reinvestment Area by virtue of Ordinance No. 95-2004 to encourage the development of
16 real property within the Cuyahoga River Community Reinvestment Area; and
17

18 WHEREAS, the City of Cuyahoga Falls has designated a certain area within City that
19 has been certified by the State of Ohio Development Service Agency (FKA Ohio
20 Department of Development) as a Community Reinvestment Area enabling it to exempt
21 certain real property taxes imposed on industry provided said industry creates or retains
22 jobs and makes a significant investment within the certified zone; and
23

24 WHEREAS, the City Council and the Administration wish to provide assistance to
25 Harbor Castings, Inc. for the relocation and consolidation of two manufacturing facilities
26 to Cuyahoga Falls.
27

28 NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cuyahoga Falls,
29 County of Summit, and State of Ohio, that:
30

31 Section 1. The Director of Community Development is hereby authorized to enter into
32 a Community Reinvestment Area (CRA) Agreement in accordance with Ohio Revised Code
33 §§3735.67 and 3735.671, with Harbor Castings Inc. consistent with Ordinance No. 95-
34 2004 and the terms in the proposed CRA Application attached hereto as Exhibit A, to
35 provide real property tax relief at the percentage and length of abatement as stipulated in
36 said Application to benefit the City and being consistent with the objectives of this
37 ordinance.
38

39 Section 2. Council further authorizes the Mayor, Director of Finance, Director of
40 Community Development, Director of Law and any other city officials, individually and/or
41 collectively as may be appropriate, to prepare and execute such other documents and do
42 other things as are necessary for and incidental to carrying out the requirements of this
43 legislation consistent with the terms of the attached Application.
44

45 Section 3. Any ordinances or resolutions or portions of ordinances and resolutions
46 inconsistent herewith are hereby repealed, but any ordinances and resolutions not
47 inconsistent herewith and which have not previously been repealed are hereby ratified
48 and confirmed.
49

50 Section 4. It is found and determined that all formal actions of this Council
51 concerning and relating to the adoption of this ordinance were adopted in an open
52 meeting of this Council, and that all deliberations of this Council and of any of its
53 committees that resulted in such formal action, were in meetings open to the public, in
54 compliance with all legal requirements, to the extent applicable, including Chapter 107 of
55 the Codified Ordinances.

56
57 Section 5. This ordinance is hereby declared to be an emergency measure necessary
58 for the preservation of the public peace, health, safety, convenience and welfare of the
59 City of Cuyahoga Falls and the inhabitants thereof, and provided it receives the
60 affirmative vote of two thirds of the members elected or appointed to Council, it shall take
61 effect and be in force immediately upon its passage and approval by the Mayor; otherwise
62 it shall take effect and be in force at the earliest period allowed by law.

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66 Passed: _____

President of Council

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Clerk of Council

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74 Approved: _____

Mayor

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77 12/8/14

78 O:\2014ords\Harbor Castings Inc, CRA Legislation Ord.doc

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DRAFT UNTIL APPROVED BY CITY COUNCIL
EXHIBIT A

PROPOSED AGREEMENT for Community Reinvestment Area Tax Incentives between the City of Cuyahoga Falls located in the County of Summit and Harbor Castings, Inc.

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

<u>Harbor Castings, Inc.</u>	<u>Charles L Lane II</u>
Enterprise Name	Contact Person
<u>2508 Bailey Road, Cuyahoga Falls, Ohio 44221</u>	<u>330-499-7178</u>
Business Address	Telephone Number
<u>2186 Glenross Drive, Uniontown, Ohio 44685</u>	
Home Address	
<u>lanechuck@msn.com</u>	
Contact Email	

- b. Project site:

2508 Bailey Road, Cuyahoga Falls, Ohio 44221
Address

02-12834, 02-12832, 02-12831, 02-12830, 02-12829 and 02-12828
Parcel Numbers

<u>Chuck Lane</u>	<u>330-499-7178</u>	<u>LaneChuck@msn.com</u>
Contact Person,	Telephone Number,	Email address

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

Harbor Castings is

- b. List primary 6 digit North American Industry Classification System (NAICS) #3324

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

Muskegon, Michigan: 10-15 jobs to be transferred
 North Canton, Ohio: 60 jobs to be transferred
 Total Assets: 5.5 million

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

S- Corporation

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

Charles L Lane II and C. Richard Lynham

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

Full Time: 0 Part Time: 0

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

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

North Canton, Stark County Ohio to 2508 Bailey Road, Cuyahoga Falls, Summit County, Ohio

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

52 Full Time Permanent and 16-20 Full Time Temporary employees. Zero Part Time employees.

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

52 Full Time Permanent and 16-20 Full Time Temporary. Zero Part Time Employees.

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

We will be looking at 50-55 full time positions and another 9-10 salaried positions. All the Assets of the Corporation will be relocated to Cuyahoga Falls. Roughly \$5.2 million in assets.

5. Does the Property Owner owe:

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

Yes No x

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

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

Yes ___ No x ___

- d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers- N/A

6. Project Description. Be as detailed as possible:

This will be a total relocation of two manufacturing facilities into one location. We will be moving equipment from Michigan as well as North Canton, Ohio. The building in the Falls will be renovated to add walls and air conditioning and also to add new equipment quoted as part as the overall project. A large part of the project will be the adding of a High Pressure Gas Line and the installation of 480 3-phase electric of which the building does not have at this time.

7. Project will begin on December 1, 2014 and be completed by March 1, 2015 provided a tax exemption is provided.

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

60 Full Time Permanent Employees and 20 Full Time Temporary Employees

- b. State the time frame of this projected hiring: 6 months

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

10 Full Time Permanent hires by Jan. 2015

10 Full Time Temporary hires by Jan 2015

Zero Part Time

- 9.

- Estimate the amount of annual payroll such new employees will add: (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

a. \$ 2,530,000 Full Time Permanent Employees

\$300,000.00 Full Time Temporary Labor

Zero Part Time

- b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$0 (N/A)

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

A. Acquisition of Land:	\$ 825,000.00
B. Additions/New Construction:	\$ 80,000.00
C. Improvements to existing buildings:	\$ 100,000.00
D. Machinery & Equipment:	\$ 350,000.00
E. Furniture & Fixtures:	\$ 0
F. Inventory:	\$ 2,000,000.00
Total New Project Investment:	\$ 3,350,000.00

- 11.

a. Business requests the following tax exemption incentives: 50 % for 10 years covering the real property improvements as described above.

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

We are consolidating 2 separate manufacturing locations into one location in Cuyahoga Falls. We have researched the Akron/Canton area for building sites. Cuyahoga Falls is attractive. I personally grew up in the Falls and was a 1979 graduate. I have been President of the Cuyahoga Falls Little League and also managed for a number of years after my sons were grown. Because of my involvement in the Falls I came to locate the building on bailey road. The Cost of running all the new electric and the consolidation of 2 plants from different states along with all the moving expenses it would be very helpful if we could get some tax incentives to help with this huge undertaking.

Harbor castings originated in 1974 in North Canton, Ohio. It is an investment casting foundry serving the aerospace, defense, military and commercial markets. We actively pursue keeping manufacturing jobs here in the United States. Actually challenging our customers to give us a shot before they place work overseas. In 1992 the current ownership bought the current company out of bankruptcy and saved numerous jobs at that time. In 2000 we bought another company in Muskegon, Mi. out of bankruptcy and saved 18 full time jobs at that location. Since 2000 we have grown from 1.5 million in sales to 9.5 million in sales per year. Our employment has grown to almost 80 employees.

We are excited about this opportunity in the Falls since it will allow us to move all operations under one roof which should strengthen the company and its ability to continue to compete and grow in the future.

Harbor Castings greatly appreciates the consideration being given and looks forward to an exciting future in the City of Cuyahoga Falls.

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

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

Charles L Lane II	President/CEO
_____ Name of Property Owner	_____ Title
_____ Signature	_____ Date

For City Use Only

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

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