

NEW CARLISLE CITY COUNCIL REGULAR MEETING AGENDA and PACKET

October 7th, 2019 @ 7:00pm

1. Call to Order: Mayor Mike Lowery
2. Roll Call: Clerk of Council
3. Invocation
4. Pledge of Allegiance
5. Action on Minutes: 9/3/19 - Work Session
9/16/19 - Regular Meeting
6. Communications:
7. City Manager's Report: Attached
8. Comments from Members of the Public: *Please limit comments to 5 minutes or less
9. Committee Reports: NONE

10. RESOLUTIONS: (1 - Intro and Action)

A. Resolution 19-15R: (Public Hearing and Action on Tonight)

A RESOLUTION APPOINTING THE CITY MANAGER AS THE DESIGNEE FOR THE CITY OF NEW CARLISLE'S MANDATORY PUBLIC RECORDS TRAINING AS REQUIRED BY THE OHIO PUBLIC RECORDS ACT

11. ORDINANCES: (2 - Intro and Action)

A. Ordinance 19-29E: (Introduction, Public Hearing and Action Tonight)

AN ORDINANCE AMENDING ORDINANCE 18-30E REGARDING NATURAL GAS SUPPLY SERVICES FOR USE WITHIN THE CITY OF NEW CARLISLE, OHIO, AND DECLARING AN EMERGENCY

B. Ordinance 19-30E: (Introduction, Public Hearing and Action Tonight)

AN ORDINANCE AMENDING ORDINANCE 17-43E REGARDING ELECTRIC GENERATION SUPPLY SERVICES FOR USE WITHIN THE CITY OF NEW CARLISLE, OHIO, AND DECLARING AN EMERGENCY

12. OTHER BUSINESS:

- A. **Congressman Warren Davidson:** Will hold "Mobile Office Hours" at the City Building on the fourth Tuesday of each month from 1:30PM until 2:00PM.
- B. **Crime Watch:** Wednesday, October 9th @ 6:30PM. Location: Smith Park Shelter House
- C. **City Offices Closed:** Monday, October 14th for Columbus Day

13. Executive Session: None

14. Return to Regular Session: N/A

15. Adjournment

Next **Work Session** of the City Council will be **Tuesday, October 15th, 2019 @ 6:00pm**
Location: Smith Park Shelter House, 801 West Jefferson Street, New Carlisle, Ohio 45344

Next **Regular Meeting** of the City Council will be **Tuesday, October 15th, 2019 @ 7:00pm**
Location: Smith Park Shelter House, 801 West Jefferson Street, New Carlisle, Ohio 45344

RECORD OF PROCEEDINGS

Minutes of: Council of the City of New Carlisle, Ohio WORK SESSION MEETING

Held: Tuesday, September 3, 2019

1. **CALL TO ORDER:** Mayor Lowery
2. **ROLL CALL:** City Manager Bridge called the roll: Cobb, Cook, Lindsey, Lowery, Shamy, Hopkins, Eggleston
3. **INVOCATION:** VM Lindsey
4. **PLEDGE OF ALLEGIANCE**
5. **ACTION ON MINUTES:** NONE
6. **COMMUNICATIONS:** Regina Rollins- gives brief discussion of the thoroughfare plan (legislation to be voted on next meeting) Same plan as 2002 other than the ST. RT. changed to a secondary road through the city.
7. **CITY MANAGER'S REPORT:** NONE
8. **COMMENTS FROM MEMBERS OF THE PUBLIC:** NONE
9. **COMMITTEE REPORT:** NONE
10. **RESOLUTIONS:** NONE
11. **ORDINANCES:** NONE
12. **OTHER BUSINESS:**

General Discussion of City business:

Kitko shares diagrams of wastewater treatment plant/aerial view of plant/primary clarifiers. Kitko explains the treatment process and what happened a couple of weeks ago when the bolts broke and arm that rotates around the clarifier to skim the water caught and bent the arm until blowing a fuse. The unit is 40 years old. All recommendations were to fully replace. Gear drive is obsolete. Kitko notes he has some quotes. Cobb notes he cannot see repairing it. Vm Lindsey asks how much surface tanks would cost to install if needed. Discussion takes place on terms of payment financing or full payment. Hopkins asked about a 2nd tank for back up and asked what we currently have. Kitko notes we have 2 primary clarifiers, 1 broke and we can run the day to day operations just not when we get lots of rain. Heavy rains are what bother the clarifier. Lowery asks about the shape of the actual tank, Kitko notes they are concrete and are staying, the guts will be replaced. Vm Lindsey asks about the life expectancy of the concrete. Kitko noted he has concrete tanks from the 30's. Hopkins asks about the budget for wastewater and if the general fund can be used to support the project. Bridge notes debt for projects like this are very common. He adds enterprise funds should support themselves. Hopkins asked Watson her recommendations. She noted large repairs are such an expenditure we may have to look at financing some part of it. Bridge reminds council that if the police levy does not pass the GF will have to possibly cover police. Cobb notes a new one would be done April 2020... would it be feasible to do both at the same time? Kitko noted one pump is emergency and can be direct select and bypass the bidding process. The other will need to be sent out for bids. Cook asks about the rate increase for wastewater. Bridge notes that is due and will be up for discussion. More discussion takes place on how to fund the project, how much comes from wastewater, financed, GF and the projected budget to 2020 noting about \$71,415 projected balance in waste water. Kitko thanks everyone for all the questions and hopes within the next week he will have more information.

13. **EXECUTIVE SESSION:** NONE

14. **ADJOURNMENT:** 1ST VM Lindsey 2ND Shamy

Mike Lowery, Mayor City of New Carlisle

Clerk of Council

RECORD OF PROCEEDINGS**MINUTES OF: CITY OF NEW CARLISLE, OHIO****REGULAR MEETING****HELD: MONDAY, SEPTEMBER 16, 2019****1. CALL TO ORDER:** MAYOR LOWERY CALLED THE MEETING TO ORDER**2. ROLL CALL:** CLERK CALLS THE ROLE MEMBERS PRESENT: 7

COBB, COOK, LINDSEY, LOWERY, SHAMY, HOPKINS, EGGLESTON

STAFF PRESENT: BRIDGE, KITKO, WATSON, CHIEF TRUSTY, SGT. UNDERWOOD, BERNER

3. INVOCATION: VM LINDSEY**4. PLEDGE OF ALLEGIANCE****5. ACTION ON MINUTES:**8/29/19 WORK SESSION 1ST- COBB 2ND COOK YES: COBB, COOK, SHAMY, HOPKINS NAY: 0

ABSTAIN: LINDSEY, LOWERY, EGGLESTON MINUTES ACCEPTED 4-0-3

9/3/19 REGULAR MEETING: 1ST VM LINDSEY 2ND SHAMY YES: 7 NAYS: 0

MINUTES ACCEPTED 7-0.

6. COMMUNICATIONS: KEY TO THE CITY PRESENTATION:

MAYOR LOWERY PRESENTED DEPUTY ALLENDER WITH A KEY TO THE CITY AND NOTED "SHE WENT BEYOND" AND "BUILT TRUST WITHIN OUR COMMUNITY". CHIEF TRUSTY ADDS ALLENDER IS AN "HONORARY MEMBER OF THE NCFD" NOTED SHE WAS ALWAYS WILLING TO HELP. DEPUTY ALLENDER THANKED EVERYONE AND STATED "EVERYONE HAS BEEN A PART OF WHAT I HAVE BEEN ABLE TO DO HERE IN NEW CARLISLE".

7. CITY MANAGER'S REPORT:**City Manager's Report**

=====

TO: Mayor, Vice Mayor, City Council, Residents, and Business Owners
FROM: Randy Bridge, City Manager
DATE: September 13, 2019 for September 16, 2019

=====

- Items that should be reported to or discussed with Council are indicated with an asterisk (*) and organized under separate headings.
- Council members may bring any other item up for discussion.

*A. FINANCE REPORT - Dispersed @ Meeting

*B. SERVICE REPORT - Attached

*C. FIRE REPORT - Attached

*D. POLICE REPORT - Dispersed @ Meeting

A. FINANCE:**AUG. REVENUE: \$100,918.24****AUG TOTAL EXPENSES: \$ 74,631.87****YTD REVENUE: \$4,452,525.59****YTD TOTAL EXPENSES FROM GF: \$3,661,386.75**

**WATSON INFORMS COUNCIL POOL IS TO THE GOOD ALMOST \$21,000.
CM COBB ASKS MAYOR LOWERY TO THANK HIS WIFE FOR THE WORK SHE DOES AT THE POOL.**

B. SERVICE:

To: Mr. Bridge, City Manager
From: Howard Kitko, Service Director
Date: September 16, 2019
Subject: Council Update

Service Departments:

- Completed some minor road repairs in areas that need a more in-depth repair, such as, ruts created from trash truck operations.
- Storm drains on Main St. These have orange cones on them. Getting estimates to replace with new structures.
- City wide street sweep to start September 17th and go on through the rest of the week. We will get information out to alert residence to not park on the street.
- Tecumseh Trail overgrowth to be boom arm mowed by the county soon.
- WWTP Clarifier Breakdown: Currently collecting Information for discussion.

2018-2019 Various Road Projects:

- Galewood Dr. Reconstruction Project: Reconstruction is complete. T.C. Holzen was awarded the contract for \$334,639.50. New Carlisle Street Levy share is approximately \$41,400.
- Street Resurfacing Project: Hemlock, Butternut & Bittersweet resurfacing is complete. Cost is approximately \$45,420.66.

2019 Wastewater Plant Influent Building Upgrade:

- Peterson Construction was awarded the contract. New bar screen and Influent Pump are on order with a 12-16 week build time. Equipment will be installed upon their arrival.

Traffic Signal Upgrade Project:

- Plans will go out for bid 9/12/19, Contract will be awarded 9/23/19 and Construction is to be completed by 8/31/20.

MAYOR LOWERY ASKS IF STREET SWEEPING CAN BE DONE 2X PER YEAR. KITKO AGREES 2X A YEAR WOULD BE GOOD BUT WITH THE OTHER REPAIRS SUCH AS DUR-A-PATCH IT HAS NOT WORKED OUT.

C. FIRE/EMS

City of New Carlisle
City Council Meeting
09-16-2019
Fire-EMS Report

- In the Month of August the New Carlisle Fire Division responded to 71 EMS call in the City and 15 in Elizabeth Township.
- The Division responded to 7 Fire related calls in the City and 0 in Elizabeth Township.
- We had 3 EMS calls answered by mutual aid, either by Pike Township or Bethel Clark, due to medic 52 being on a response.
- We answered 3 mutual aid EMS calls for Pike Township and 3 for Bethel Clark.
- In the Month of October the Division responded to 1 Overdose calls,
- Hose and power tool testing was completed for this year.
- On 8/26/2019 at 1855 hours we responded to a electrical power pole on fire on Searff rd. near the water tower. Upon arrival we found a power pole that had snapped about 4 feet from the top of the pole and was burning, we had dispatch contact DP&L to respond to the scene. We shut down Searff rd. When DP&L got on scene they shut down all power to the pole, we then had our engine 32 crew pull a hand line and put the fire out on the pole. We only did this because the DP&L crew was able to insure us that all power was off to the pole, we had the crew use what is called penolling technique with the hose line, it is where you use short burst of water to break up the water stream, this lessens the chance of electrical shock if there was any power on the pole. Doing this allowed the DP&L crews to start working on getting power back to the city.
- On 8/28/2019 at 1156 hours we responded to a gas leak at Goodall Lumber Co. at 311 Ohio ave. Upon arrival we found that a crew drilling fence post holes with a bobcat drill had hit a high pressure gas line. We had dispatch contact Vectren Gas co. to have them respond to the scene, and we evacuated New Carlisle plastics and Goodall Lumber co., and the water treatment plant as a precaution. After Vectren Gas arrived on scene they were able to dig on both sides of the line and shut the leak off and repair the line. The crew doing the work stated they did get an all clear from UPS before they started work.

Steven Trusty
Fire Chief
City of New Carlisle

VM LINDSEY ASKED IS OOPS GAVE THE INITIAL OK TO BEGIN DRILLING AT GOOD ALL AND CHIEF TRUSTY NOTED YES. MAYOR LOWERY ASKS IF ANY STORES ARE COLLECTING CANDY FOR THE NCFD AND CHIEF NOTED YES, DOLLAR GENERAL.

D. POLICE REPORT

**CITY OF NEW CARLISLE
CLARK COUNTY SHERIFF'S OFFICE**

PATROL DIVISION

August, 2019 Report

New Carlisle Deputies were dispatched to 141 calls for service.

Assaults; 1

Reports taken; 23

Assist; 33

Felony Arrest; 2

Misdemeanor Arrest 8

Warrants; 6

Traffic Warnings 28

Moving Citations; 13

Non Moving Citations; 5

Business Checks; 611

Overdose; 2

Suicide Attempted; 0

Burglary; 1

Patrol Cars Monthly Mileage 2454

Deputy Rachel Allender was promoted to the rank of Sergeant the first part of September and will be assigned to the Clark County Sheriff's Department Jail Division. We all want to congratulate her for a great job and all the extra work she did for the City of New Carlisle. This includes assisting the Fire Department many times and numerous citizens while working in the city. Deputy Allender was an asset for New Carlisle and will be missed. Congratulations Sergeant Rachel Allender on your promotion.

Deputy Ken Majercak was selected to fill the vacancy of Deputy Allender and will start in New Carlisle on September 16th. Deputy Majercak has worked in the city before at one time he was assigned here as a Patrol Deputy. Deputy Majercak is very familiar with day to day operations and will do an outstanding job here. We want to welcome back Deputy Ken Majercak.

Please contact the Clark County Sheriff's Office at 937-328-2560 if you witness anything suspicious. This could be the phone call we need to solve a crime.

Sergeant Ralph Underwood
Clark County Sheriff's Department

VM LINDSEY ASKED IF MAJERCAK WILL TAKE ALLENDER'S SHIFT AND UNDERWOOD NOTED YES. LINDSEY WELCOMES DEPUTY MAJERCAK BACK TO NEW CARLISLE.

***E. INFORMATIONAL ITEMS**

- **Gateway Business Group (Formerly WCCBC)**
 - Meeting on 9/18/19
 - Mother Stewart's in Springfield @ 5:30PM
 - Jason Duff from Small Nation Strong will be talking about the rebuilding of small towns
- **New Building Update**
 - Slight change in 2cd floor layout
 - Hid lounge/kitchen area behind walls for better entry to 2cd floor
 - Layout Attached
 - Bid documents have been redlined by attorney, now reviewing contract that will be awarded to successful bidder
 - Anticipate 2/3 weeks before the bids are public
- **2020-2025 Capital Improvement Plan**
 - 1st and only read as a Resolution at the 10/21/19 Council Meeting
 - Will need legal ad placed that details the time and place the public can view the plan AND when the public hearing before adoption takes place
 - Can have the public hearing before the vote at the regularly scheduled Council Meeting on 10/21
- **Upcoming:**
 - Liability Insurance Renewal - I will be seeking a reduction in premium cost for the 2cd straight year
 - Health Insurance Renewal - Expecting an increase
 - VFIS - Volunteer firefighters specialized insurance. Done Yearly. No Legislation to City Council.

BRIDGE SUGGESTS HAVING A WORK SESSION PRIOR TO EACH COUNCIL MEETING STARTING AT 6:00. VM LINDSEY MOTIONS TO APPROVE WORK SESSIONS BEFORE EACH MEETING WITH A 2ND BY CM SHAMY. YES: 7 NAYS: 0 MOTION ACCEPTED 7-0.

NEW BUILDING LAYOUT ATTACHED ON LAST PAGE OF MINUTES.

8. COMMENTS FROM MEMBERS OF THE PUBLIC:

LINDA EGGLESTON NOWAKOWSKI: ASKS WHAT IS/CAN BE DONE AS FAR AS EDUCATING OUR COMMUNITY ON WHAT TO DO IF A SYRINGE IS FOUND (NOTING A RECENT POST ON SOCIAL MEDIA). UNDERWOOD INFORMS COUNCIL AND CITIZENS THERE ARE CLASSES FOR SCHOOL AGE CHILDREN ENTERING KINDERGARTEN CALLED SAFETY VILLAGE. CLERK EXPLAINED THE PROGRAM. COUNCIL ASKED IF INFORMATION CAN BE SHARED CLOSER TO THE START TIME OF THAT SUMMER PROGRAM. EGGLESTON NOTED SHE SPOKE WITH THE DEPUTY AT THE CRIME WATCH MEETING WHERE HE STATED IT WAS A SCHOOL PROBLEM AND THE SCHOOL RESOURCE OFFICERS JOB. SHE NOTED NOT ONLY A SCHOOL BUT ALSO A CITY PROBLEM AND SHE WOULD LIKE TO SEE COUNCIL ADDRESS THIS ISSUE. CHIEF TRUSTY NOTED ANYONE CAN CALL THE NCFD IF A SYRINGE IS FOUND, THEY WILL PICK THEM UP. NEVER TOUCH THE SYRINGE AND CALL FOR DISPOSAL ASSISTANCE. NCFD HAS SPECIAL GLOVES TO WEAR IN THESE CASES.

9. COMMITTEE REPORTS: NONE**10. RESOLUTIONS:****A. RESOLUTION 19-14R:**

A RESOLUTION ENDORSING THE OFFICIAL THOROUGHFARE PLAN FOR CLARK COUNTY, THE CITY OF SPRINGFIELD, AND THE CITY OF NEW CARLISLE

1ST VM LINDSEY 2ND SHAMY BRIDGE EXPLAINS: APPROVAL OF PLANS FROM REGINA ROLLINS EXPLAINED IN WORK SESSION. YES: 7 NAYS: 0 MOTION ACCEPTED 7-0

11. ORDINANCES: NONE

12. OTHER BUSINESS:

A. WARREN DAVIDSON: MOBILE OFFICE HOURS AT THE CITY BUILDING ON THE FOURTH TUESDAY OF THE MONTH FROM 1:30 PM UNTIL 2:00.

B. CRIME WATCH: 10/9/19 AT 6:30 PM @ SMITH PARK SHELTER HOUSE

C. INTERGOVERNMENTAL JOINT BOARD MEETING: 9/30/19 AT TECUMSEH HIGH SCHOOL IN ARROW CONFERENCE ROOM 6:30 PM.

-CM COBB ASKS ABOUT A HOME ON ORTH WHERE A TRAILER, BACKHOE, WOOD CHIPPER ARE PARKED LONGER THAN 1 MONTH.

-MAYOR LOWERY ASKS WHEN THEY SHOULD START TO PUSH THE POLICE LEVEY OUT. DISCUSSION TAKES PLACE AND EACH MEMBER OF COUNCIL GIVES THEIR SUGGESTION. SOCIAL MEDIA AND MAILERS WILL BE CREATED BY BRIDGE.

13. EXECUTIVE SESSION: NONE**14. RETURN TO REGULAR SESSION: NONE****15. ADJOURNMENT:**

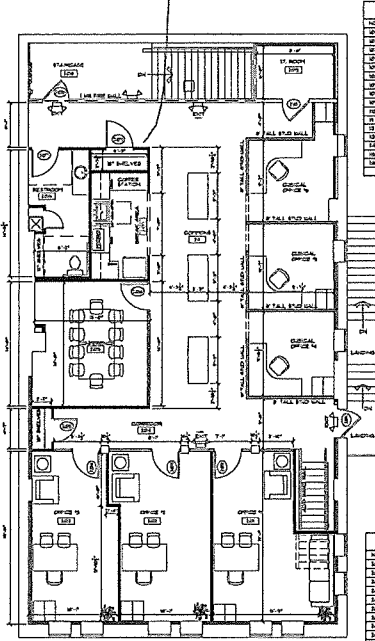
1ST VM LINDSEY

2ND CM SHAMY

MIKE LOWERY, MAYOR CITY NEW CARLISLE

CLERK OF COUNCIL

* Redesignated ABCP



SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"

NO.	NAME	WALL	FLOOR	CEILING	REMARKS
01	ENTRY	VTNL	GRD. P.C.B.	EX. TILE	GRD. P.C.B. 1/2" FINISH
02	RECEPTION	VTNL	GRD. P.C.B.	VTNL	ACQUANTO TILE 12" x 12"
03	TRAINING	VTNL	GRD. P.C.B.	CARPET	ACQUANTO TILE 12" x 12"
04	OFFICE 1	VTNL	GRD. P.C.B.	CARPET	ACQUANTO TILE 12" x 12"
05	OFFICE 2	VTNL	GRD. P.C.B.	CARPET	ACQUANTO TILE 12" x 12"
06	OFFICE 3	VTNL	GRD. P.C.B.	CARPET	ACQUANTO TILE 12" x 12"
07	CONFERENCE	VTNL	GRD. P.C.B.	CARPET	ACQUANTO TILE 12" x 12"
08	STORAGE	VTNL	GRD. P.C.B.	CARPET	ACQUANTO TILE 12" x 12"
09	IT ROOM	VTNL	GRD. P.C.B.	VTNL	GRD. P.C.B.
10	LOBBY	VTNL	GRD. P.C.B.	VTNL	ACQUANTO TILE 12" x 12"
11	RECEPTION	VTNL	GRD. P.C.B.	VTNL	ACQUANTO TILE 12" x 12"
12	TRAINING	VTNL	GRD. P.C.B.	VTNL	ACQUANTO TILE 12" x 12"
13	OFFICE	VTNL	GRD. P.C.B.	VTNL	GRD. P.C.B. 1/2" FIN.
14	LOBBY	VTNL	GRD. P.C.B.	VTNL	ACQUANTO TILE 12" x 12"
15	RECEPTION	VTNL	GRD. P.C.B.	VTNL	ACQUANTO TILE 12" x 12"
16	STORAGE	VTNL	GRD. P.C.B.	VTNL	ACQUANTO TILE 12" x 12"
17	IT ROOM	VTNL	GRD. P.C.B.	VTNL	GRD. P.C.B.
18	LOBBY	VTNL	GRD. P.C.B.	VTNL	ACQUANTO TILE 12" x 12"
19	RECEPTION	VTNL	GRD. P.C.B.	VTNL	ACQUANTO TILE 12" x 12"
20	STORAGE	VTNL	GRD. P.C.B.	VTNL	ACQUANTO TILE 12" x 12"

FINISH NOTES

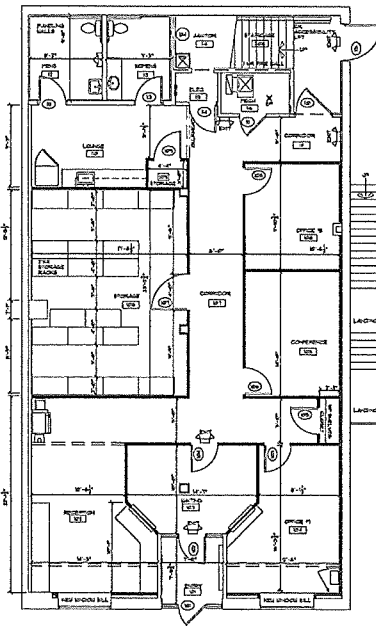
PAINT COLOR: OFFICE & RECEPTION ROOMS TO MATCH TO AREA 1 "DESERT VALLEY"
 RECEPTION ROOMS TO MATCH TO AREA 1 "DESERT VALLEY"
 RECEPTION ELEVATOR ROOMS "EXTRA WHITE"

CARPET: 30x30 SOLID PEARL CLAY 12x12
 CEILING: PLS. 1/2" x 2x4

VTNL: BARE JOISTS TO BE SILVER GRAY 4"
 VTNL: BARE JOISTS EXTERNAL - BEST VTNL THAT IS USED
 DOORS: 1 1/2" x 6" x 6" EXTERIOR - BEST VTNL THAT IS USED

CODED NOTES

NO.	NAME	WALL	FLOOR	CEILING	REMARKS
01	ENTRY	VTNL	GRD. P.C.B.	EX. TILE	GRD. P.C.B. 1/2" FINISH
02	OFFICE 1	VTNL	GRD. P.C.B.	CARPET	GRD. P.C.B. 1/2" FIN.
03	OFFICE 2	VTNL	GRD. P.C.B.	CARPET	GRD. P.C.B. 1/2" FIN.
04	CONFERENCE	VTNL	GRD. P.C.B.	CARPET	GRD. P.C.B. 1/2" FIN.
05	STORAGE	VTNL	GRD. P.C.B.	CARPET	GRD. P.C.B. 1/2" FIN.
06	IT ROOM	VTNL	GRD. P.C.B.	VTNL	GRD. P.C.B. 1/2" FIN.
07	LOBBY	VTNL	GRD. P.C.B.	VTNL	GRD. P.C.B. 1/2" FIN.
08	RECEPTION	VTNL	GRD. P.C.B.	VTNL	GRD. P.C.B. 1/2" FIN.
09	TRAINING	VTNL	GRD. P.C.B.	VTNL	GRD. P.C.B. 1/2" FIN.
10	OFFICE	VTNL	GRD. P.C.B.	VTNL	GRD. P.C.B. 1/2" FIN.
11	LOBBY	VTNL	GRD. P.C.B.	VTNL	GRD. P.C.B. 1/2" FIN.
12	RECEPTION	VTNL	GRD. P.C.B.	VTNL	GRD. P.C.B. 1/2" FIN.
13	STORAGE	VTNL	GRD. P.C.B.	VTNL	GRD. P.C.B. 1/2" FIN.
14	IT ROOM	VTNL	GRD. P.C.B.	VTNL	GRD. P.C.B. 1/2" FIN.
15	LOBBY	VTNL	GRD. P.C.B.	VTNL	GRD. P.C.B. 1/2" FIN.
16	RECEPTION	VTNL	GRD. P.C.B.	VTNL	GRD. P.C.B. 1/2" FIN.
17	STORAGE	VTNL	GRD. P.C.B.	VTNL	GRD. P.C.B. 1/2" FIN.



FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

BUILDING SEPARATIONS FOR
NEW CARLEISLE CITY OFFICES
101 S. MAIN STREET CLARK COUNTY, MO

DATE: 09/16/19
 DRAWN BY: [blank]
 CHECKED BY: [blank]

CONSTRUCTION IN ACCORDANCE WITH THE 2015 INTERNATIONAL BUILDING CODES AND THE 2015 INTERNATIONAL PLUMBING AND MECHANICAL CODES

CRISTIAN M. DILLON AIA, ARCHITECT
 ARCHITECT

PRELIM
 NOT FOR
 CONST.
 9/16/2019

SHEET NO.
 A2
 1/2" x 3/4"

City Manager's Report

TO: Mayor, Vice Mayor, City Council, Residents, and Business Owners
FROM: Randy Bridge, City Manager
DATE: October 3, 2019 for October 7, 2019

- Items that should be reported to or discussed with Council are indicated with an asterisk (*) and organized under separate headings.
- Council members may bring any other item up for discussion.

A. FINANCE REPORT - Dispersed @ Meeting

B. SERVICE REPORT - Attached

C. FIRE REPORT - Attached

D. POLICE REPORT - Dispersed @ Meeting

E. INFORMATIONAL ITEMS

- **New Building Update**
 - Updated Gantt Chart Attached
 - Getting Quote for Possible Abatement Removal
- **Sunshine Laws Training**
 - October 24th in Urbana
 - Attending: City Manager, Council Members Eggleston and Hopkins
- **2020-2024 Capital Improvement Plan**
 - 1st and only read as a Resolution at the 10/21/19 Council Meeting
 - Legal Ad in SNS on 10/14.
 - Public Hearing and Action at the regularly scheduled Council Meeting on 10/21/19.
 - Motion Needed to Accept CIP Work Session at 6pm on Wednesday, October 9th
- **Upcoming:**
 - Liability Insurance Renewal - Emergency Ordinance Possible
 - Health Insurance Renewal - Formfires Due Today - Expecting an increase
 - VFIS - Volunteer firefighters specialized insurance.

	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter		
Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
<p>New Carlisle City Offices Craig E. Dillon, AIA June 19, 2019</p>																		

RESOLUTION 19-15R

A RESOLUTION APPOINTING THE CITY MANAGER AS THE DESIGNEE FOR THE CITY OF NEW CARLISLE'S MANDATORY PUBLIC RECORDS TRAINING AS REQUIRED BY THE OHIO PUBLIC RECORDS ACT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEW CARLISLE, CLARK COUNTY, STATE OF OHIO, THAT:

SECTION 1. All local and statewide elected government officials or their designees must attend a three-hour public records training program during each term of elective office.

SECTION 2. Council hereby appoints the City Manager, Randy Bridge, as designee for the City of New Carlisle Councilmembers to the mandatory public records training as required by The Ohio Public Records Act. Council members are as follows:

Ms. Peggy Eggeston
Ms. Amy Hopkins

Passed this _____ day of _____, 2019.

Mike Lowery, Mayor

Emily Berner, Clerk of Council

APPROVED AS TO FORM:

Lynnette Dinkler, DIRECTOR OF LAW

1st: _____

2nd: _____

Councilman Cobb	Y	N
Councilman Cook	Y	N
Vice Mayor Lindsey	Y	N
Mayor Lowery	Y	N
Councilman Shamy	Y	N
Councilwoman Hopkins	Y	N
Councilwoman Eggeston	Y	N

Totals: _____

Pass

Fail

Intro: 10.7.19

Action: 10.7.19

Effective: 10.22.19

Ordinance 19-29E

AN ORDINANCE AMENDING ORDINANCE 18-30E REGARDING NATURAL GAS SUPPLY SERVICES FOR USE WITHIN THE CITY OF NEW CARLISLE, OHIO, AND DECLARING AN EMERGENCY

WHEREAS, the purchase of natural gas is a necessity for city operations; and

WHEREAS, the State of Ohio and the Public Utilities Commission of Ohio (PUCO) have made certain options available pertaining to the purchase of natural gas, and

WHEREAS, Ordinance 18-30E granted the City Manager to enter into a contract with IGS Energy to supply electric generation services to the City; and

WHEREAS, the City Manager has been negotiating with IGS to attain a cheaper fixed rate that will reduce the amount the City spends for the purchase of natural gas; and

WHEREAS, IGS will offer the City of New Carlisle a reduced fixed rate of \$4.24 per MCF from the current \$4.62 MCF; and

WHEREAS, this reduction will result in an approximate savings of \$1,172 annually.

NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY ORDAINS:

SECTION 1. That the City Manager be, and hereby is, authorized and empowered to enter into the attached agreement for the purchase of natural gas with IGS ENERGY for the period between November 2019 and December 2024.

SECTION 2. In order to best serve the health, safety, and welfare of the City, and to provide for special emergencies in the operation of a City department, namely the fiscal operations of the City, this ordinance is declared an emergency and will be effective immediately upon passage to lock in the current market rate offer to best conserve and utilize City funds.

Passed this _____ day of _____, 2019.

Mike Lowery, MAYOR

Emily Berner, CLERK OF COUNCIL

APPROVED AS TO FORM:

1st: _____

2nd: _____

Lynnette Dinkler, DIRECTOR OF LAW

Councilman Cobb	Y	N
Councilman Cook	Y	N
Vice Mayor Lindsey	Y	N
Mayor Lowery	Y	N
Councilman Shamy	Y	N
Councilwoman Hopkins	Y	N
Councilwoman Eggleston	Y	N

Totals: _____

Pass Fail

Intro: 10.7.19
Action: 10.7.19
Effective: 10.7.19

Natural Gas Purchase Contract

Large Commercial V5.1CH-IND-OH(m)

FOR OFFICE USE ONLY: dDS-xl

Seller: Interstate Gas Supply, Inc.
Attn: Commercial & Industrial Sales, 6100 Emerald Parkway, Dublin, Ohio 43016

Fax: 614-659-5126
Phone: 877-923-4447

Buyer: City of New Carlisle

Contact Name Randy Bridge

Confirmation Email rbridge@newcarlisle.net

Phone 937-604-2121

Fax

Street Address

City

State

Zip

Mailing 331 S Church St

New Carlisle

OH

45344

Billing Same as Mailing

Facility See Exhibit A

See Exhibit A

See Exhibit A

See Exhibit A

Account Number/s See Exhibit A

or see the attached **Exhibit A**

This Contract is subject to the attached Natural Gas Supply Master Terms and Conditions, which are incorporated in their entirety herein.

Natural Gas Distribution Company ("NGDC"): Vectren Energy Delivery of Ohio

Critical Day Volume: 100% of Usage determined by the NGDC

Purchase Price:
 Fixed Price of **\$4.24** per MCF for all gas delivered to the Burnertip throughout the Initial Term.
 Variable Price determined by 100% of the applicable NYMEX settlement price (depending on the Buyer's billing cycle) plus \$ _____ per MCF for all gas delivered to the Burnertip throughout the Initial Term.
The price includes all interstate transportation charges, shrink/fuel, Btu conversion, and pooling fees, but it does not include the applicable taxes or NGDC transportation and distribution charges. After the Initial Term expires, the price will be as described under the Renewal Variable Pricing section of this Contract.

Initial Term: The Initial Term of this Contract will begin with the **November 2019** NGDC billing cycle, and it will continue through the **December 2024** NGDC billing cycle.

Renewal: Upon expiration of the Initial Term, this Contract will automatically renew on month-to-month basis, with each such month constituting a "Secondary Term." Any automatic renewal may be cancelled by Buyer or Seller delivering written notice to the other party at least 30 days before the automatic renewal date. The automatic renewal date will be the first calendar day of the month at the end of the applicable Term. Because Seller needs to contract for supply and transportation in advance, Buyer's early termination of any Account under this Contract will harm Seller.

Early Termination Damages:
If under a Fixed Price: For each Account that is terminated early, damages will be equal to the positive difference, if any, between the Fixed Price minus the then-current market price, multiplied by the "Contract Volumes" (defined below) as apportioned to the terminated Account(s) and remaining under the then-current Term. The "Contract Volumes" are calculated using each Account's historical monthly consumption, as provided to Seller by the NGDC, multiplied by weather normalization factors and are set forth in the table below. The Contract Volumes will be used for determining early termination damages under this Contract. Buyer is not otherwise obligated to accept/consume the Contract Volumes on a monthly or annual basis.
If under a Variable Price: For each Account that is terminated early, damages will be equal to \$0.40 per MCF multiplied by the Contract Volumes as apportioned to the terminated Account(s) and remaining under the then-current Term.

Contract Volumes in MCF at the Burnertip

Month	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
	484	398	312	203	164	155	165	162	154	197	278	412

This Contract, including any Exhibit(s) may be signed in counterparts. If Buyer and Seller execute more than one Contract with respect to any Account(s), the terms of the most recent Contract will supersede and take priority over all previous Contracts with regard to the same Account(s). Any signature on this Contract and any Exhibit(s) will be considered valid for all purposes and have the same effect whether it is an ink-signed original, e-signed, a photocopy, or a facsimile representation of the original document.

The signers below personally certify that they have all requisite authority to sign and enter into this Contract on behalf of the parties identified above their signatures. Further, they acknowledge that on behalf of their respective parties, they have read, understood, and voluntarily agreed to every provision of this Contract, the attached Terms and Conditions, and any Exhibit A.

Accepted by Buyer:

Name: Randy Bridge
Title: City Manager
Date: _____

Name: Lynnette Dinkler
Title: Law Director
Date: _____

Accepted by Seller:

Name: Pat Keeley
Title: Director of C&I Sales
Date: _____

Natural Gas Supply Master Terms and Conditions

These Master Terms and Conditions (the "Terms and Conditions") set forth the general terms and conditions for the retail sale and purchase of natural gas between Seller and Buyer. The specific terms with respect to Buyer's Accounts will be set forth on Page 1. These Master Terms and Conditions, the specific terms set forth on Page 1, and any Exhibits form a written agreement between Seller and Buyer (the "Contract").

1. Natural Gas Supply. Seller will supply and deliver to Buyer the full natural gas requirements for all Accounts under this Contract, and Buyer will accept and pay for all such deliveries according to this Contract. Seller will act as Buyer's agent for the limited purposes of working with Buyer's NGDC in order to: (a) obtain the Accounts' usage, billing, and payment histories; (b) effect the transfer of natural gas supply service to Seller; and (c) perform Seller's obligations under this Contract. Buyer will execute all documents and be responsible for all services and equipment required by the NGDC in order for Buyer to receive service under this Contract.

2. Renewal Variable Price. The price for each Secondary Term will be determined monthly by the index price of gas delivered to the applicable delivery point, plus: transportation, demand charges, shrink/fuel, Btu conversion, pooling fees, and a service fee. The price will not include the applicable taxes or NGDC transportation/distribution charges.

3. Billing & Payment. The NGDC will issue consolidated monthly invoices which will contain Seller's natural gas charges, plus applicable taxes and all of the NGDC's distribution and other applicable charges. Buyer will pay to the NGDC the entire amount of each natural gas bill under the NGDC's payment terms and conditions. Seller reserves the right to invoice Buyer directly for: (a) Seller's charges only, plus applicable taxes; or (b) for the NGDC's charges, as well as Seller's charges, plus all applicable taxes. Late charges will apply for all past-due amounts owed to seller at the rate set forth in the NGDC's tariff for its charges. The NGDC is solely responsible for reading Buyer's meter(s), and all disputes that Buyer has with respect to meter readings and related adjustments will be addressed by Buyer solely to the NGDC.

4. Credit. Upon Seller's reasonable request, Buyer will provide to Seller financial statements and other credit-related information, all of which will be treated as confidential by Seller. If Seller reasonably deems Buyer's financial condition inadequate to extend credit, Seller may require security sufficient to cover volumes for the two largest months' Contract Volumes. The security will be in the form of either a deposit or an irrevocable letter of credit. Furthermore, if Buyer: (a) becomes a Debtor in a bankruptcy proceeding; or (b) breaches any payment obligation or any other obligation to Seller (including any obligation to provide security as provided above), then Seller may suspend deliveries and/or terminate this Contract 10 days after delivering written notice to Buyer. Seller's rights under this Credit section are in addition to all other remedies available under this Contract.

5. Damages. Seller may hedge its obligations under this Contract by purchasing natural gas and related transportation, as well as natural gas futures and/or swaps, or any combination thereof. If (a) Buyer terminates any or all Accounts from under this Contract before the expiration of any Term; or (b) Seller terminates this Contract as to any or all Accounts before the expiration of any Term as a result of Buyer's breach of this Contract; or (c) the NGDC terminates any or all Accounts from under this Contract before the expiration of any term as a result of late or non-payment, then Buyer will pay to Seller damages calculated as set forth in the Early Termination Damages section on the Page 1. Seller may increase the price charged to Buyer for Accounts that have not breached in order to cover the damages described above; in such instance, Seller will send to Buyer an informational invoice to supplement the NGDC's bill. If Buyer transfers service to the NGDC, Buyer may be charged a price other than NGDC's standard rate. Nothing in this Damages section limits Buyer's obligation to pay for all delivered natural gas as metered by the NGDC. If Seller fails to perform its delivery obligations under this Contract, Seller will pay to Buyer an amount equal to the positive difference, if any, between Buyer's reasonable cost of cover minus the then-current Contract price for all natural gas Seller failed to deliver. The prevailing party in any lawsuit under this Contract will be entitled

to collect from the breaching party the prevailing party's costs of enforcing this contract, including reasonable attorneys' fees and all other litigation expenses.

6. Cross Default. If Buyer is a party to one or more other natural gas or electricity supply contracts with Seller, a breach by Buyer under such other contract(s) may be treated by Seller as a breach by Buyer of this Contract.

7. Limitation of Liability. Seller will not be liable for any losses arising from Buyer's use of natural gas or for losses arising from any pipeline or the NGDC, including but not limited to: their operations and maintenance of their system, any disruption of their service, termination of their service, their events of force majeure, or deterioration of their service. Except as otherwise set forth in this Contract, neither party will be liable for any indirect, consequential, special, or punitive damages, whether arising under contract, tort (including negligence and strict liability), or any other legal theory.

8. Warranty. Seller warrants that all gas delivered to the NGDC for its distribution to Buyer will meet the NGDC's quality standards and that title to such gas is free from liens and adverse claims. Seller makes no other warranties or representations of any kind, express or implied, including any warranty of merchantability or warranty that the goods are fit for any particular purpose.

9. Regulatory. The choice program is subject to ongoing utilities commission jurisdiction and NGDC rules. Seller may pass through to Buyer any additional charges/fees imposed on suppliers through a regulatory and/or utility proceeding. If the choice program is terminated or materially changed, this Contract may be modified accordingly or terminated by Seller without penalty to either party. All modifications of this Contract must be done in writing and properly executed by all Parties.

10. Relationship of Parties. Buyer will make decisions regarding pricing and volumes in Buyer's sole discretion, with or without advice or recommendation from Seller, and Seller will not be liable for Buyer's acting or failing to act upon Seller's advice or recommendations.

11. Assignment. This Contract may be assigned by Buyer only with express written consent of Seller, which consent will not be unreasonably withheld, delayed, or conditioned.

12. Waiver. No failure to enforce any provision of this Contract will be deemed a waiver of any right to do so, and no express waiver of any breach will operate as a waiver of any other breach or of the same breach on future occasion. Waiver must occur in writing and be properly served upon the Parties executing this Contract.

13. Choice of Law, Jurisdiction, Venue & Jury Trials. This Contract will be governed by the applicable laws of the State of Ohio, without regard to Ohio's principles of conflicts of law. All legal actions involving all disputes arising under this contract will be brought exclusively in a court of the State of Ohio sitting in Franklin County, Ohio, or in the United States District Court for the Southern District of Ohio sitting in Columbus, Ohio. Buyer and Seller waive all of their rights to at trial by jury in any legal action related to this Contract.

14. Severability. If any provision of this contract is held unenforceable by any court having jurisdiction, no other provisions will be affected, and the court will modify the unenforceable provision (consistent with the intent of the parties as evidenced in this contract) to the minimum extent necessary so as to render it enforceable.

15. Entire Agreement. This Contract, including these Terms and Conditions and any Exhibits, contain the entire agreement between Seller and Buyer regarding the Accounts under this Contract, and it supersedes all prior and contemporaneous written and oral agreements and understandings between them with respect to those accounts. This Contract cannot be modified in any way except by a writing signed by both Seller and Buyer.

**Exhibit A to Natural Gas Purchase Contract Form V5.1CH-IND-OH
Account Numbers & Facility Addresses**

Seller: Interstate Gas Supply, Inc.
Buyer: City of New Carlisle

Following are the Account/Meter Numbers and Addresses included under the above-mentioned contract between Seller and Buyer:

	Account Number	Service Address	Service City	Service State	Service Zip Code
1	034004345192628626	301 E. Lake St.	New Carlisle	OH	45344
2	034001043182148298	331 S. Church St.	New Carlisle	OH	45344
3	034001043182275173	803 W. Jefferson St.	New Carlisle	OH	45344
4	034001043182415312	311 N. Church St.	New Carlisle	OH	45344
5	034001043182435586	801 W. Jefferson St.	New Carlisle	OH	45344
6	034001043182437027	315 N. Church St.	New Carlisle	OH	45344
7	034001043182478110	706 Davis St.	New Carlisle	OH	45344
8	034001043182601751	434 N. Main St.	New Carlisle	OH	45344
9	034001043182608036	434 N. Main St. Unit B	New Carlisle	OH	45344

AGREED.

Accepted by Buyer:

Name: Randy Bridge
Title: City Manager
Date: _____

Name: Lynnette Dinkler
Title: Law Director
Date: _____

Accepted by Seller:

Name: Pat Keeley
Title: Director of C&I Sales
Date: _____

ORDINANCE 19-30E

AN ORDINANCE AMENDING ORDINANCE 17-43E REGARDING ELECTRIC GENERATION SUPPLY SERVICES FOR USE WITHIN THE CITY OF NEW CARLISLE, OHIO, AND DECLARING AN EMERGENCY

WHEREAS, the generation of electricity is a necessity for daily life; and

WHEREAS, the State of Ohio and the Public Utilities Commission of Ohio (PUCO) have made certain options available pertaining to the supply of electric generation and transmission supply services, and

WHEREAS, Ordinance 17-43E granted the City Manager to enter into a contract with IGS Energy to supply electric generation services to the City; and

WHEREAS, that contract permitted the City to lock in a rate kilowatt rate of \$0.0509 per hour until December 2021; and

WHEREAS, the City Manager has been negotiating with IGS to further reduce the per kilowatt hour charged to the City; and

WHEREAS, IGS will offer the City of New Carlisle a kilowatt rate of \$0.0489 per hour with a new contract term that will expire in December 2024;

WHEREAS, these new contract terms will save the City an estimated \$4,056 annually.

NOW, THEREFORE, THE CITY OF NEW CARLISLE HEREBY ORDAINS:

SECTION 1.

That the City Manager be, and hereby, is authorized and empowered to enter into the attached agreement for the generation of electricity services with IGS ENERGY for the period of November 2019 until December 2024.

SECTION 2.

In order to best serve the health, safety, and welfare of the City, and to provide for special emergencies in the operation of a City department, namely the fiscal operations of the City, this ordinance is declared an emergency and will be effective immediately upon passage to lock in the current market rate offer to best conserve and utilize City funds.

Passed this _____ day of _____, 2019.

Mike Lowrey, MAYOR

Emily Berner, CLERK OF COUNCIL

APPROVED AS TO FORM:

Lynnette Dinkler, DIRECTOR OF LAW

Intro: 10.7.19
Action: 10.7.19
Effective: 10.7.19

	1st: _____		
	2nd: _____		
Councilman Cobb	Y	N	
Councilman Cook	Y	N	
Vice Mayor Lindsey	Y	N	
Mayor Lowery	Y	N	
Councilman Shamy	Y	N	
Councilwoman Hopkins	Y	N	
Councilwoman Eggleston	Y	N	
Totals:			
	Pass	Fail	

Electricity Purchase Contract

Large Commercial V3.3 CAP ADJ-OH(m)

Seller: Interstate Gas Supply, Inc.
Attn: Commercial & Industrial Sales, 6100 Emerald Parkway, Dublin, Ohio 43016

FOR OFFICE USE ONLY: dDS-xl

Fax: 614-659-5126

Phone: 877-923-4447

Buyer: City of New Carlisle

Contact Name Randy Bridge

Confirmation Email

Phone 937-604-2121

Fax

Street Address

City

State

Zip

Mailing 331 S Church St

New Carlisle

OH

45344

Billing Same as Mailing

Facility See Exhibit A

Account Number/s See Exhibit A

or see the attached **Exhibit A** (the "Accounts")

This Contract is subject to the attached Electricity Supply Master Terms and Conditions, which are incorporated in their entirety herein.

Electric Distribution Company ("EDC"):		Dayton Power Light :
Purchase Price:	<p>Subject to the Price Adjustment Provisions and Regulatory language in the attached Electricity Supply Master Terms and Conditions, Buyer's Price:</p> <p><input checked="" type="checkbox"/> Will remain \$0.0489 per kilowatt hour (kWh). The price will not include applicable taxes or EDC service and delivery charges, which will be billed by the EDC.</p> <p>After the Initial Term expires, the price will be as described under the Renewal Variable Price section of this Contract.</p>	
Initial Term:	The Initial Term of this Contract will begin with the November 2019 EDC billing cycle, and it will continue through the December 2024 EDC billing cycle.	
Renewal:	Upon expiration of the Initial Term, this Contract will automatically renew on month-to-month basis, with each such month constituting a "Secondary Term." Any automatic renewal may be cancelled by Buyer or Seller delivering written notice to the other party at least 30 days before the automatic renewal date. The automatic renewal date will be the first calendar day of the month at the end of the applicable Term. Because Seller needs to contract for supply and transportation in advance, Buyer's early termination of any Account under this Contract will harm Seller.	
Early Termination Damages:	For each Account that is terminated early, damages will be equal to the positive difference, if any, between the Purchase Price minus the then-current market price, multiplied by the "Contract Volumes" (defined below) as apportioned to the terminated Account(s) and remaining under the then-current Term. The "Contract Volumes" are calculated using each Account's historical monthly consumption, as provided to Seller by the EDC, multiplied by weather normalization factors and are set forth in the table below. The Contract Volumes will be used for determining early termination damages under this Contract. Buyer is not otherwise obligated to accept/consume the Contract Volumes on a monthly or annual basis.	

Contract Volumes in kWh

Month	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
	190,143	183,170	194,009	167,608	159,323	166,314	154,908	164,401	147,551	157,738	162,656	180,264

This Contract, including any Exhibit(s) may be signed in counterparts. If Buyer and Seller execute more than one Contract with respect to any Account(s), the terms of the most recent Contract will supersede and take priority over all previous Contracts with regard to the same Account(s). Any signature on this Contract and any Exhibit(s) will be considered valid for all purposes and have the same effect whether it is an ink-signed original, e-signed, a photocopy, or a facsimile representation of the original document.

The signers below personally certify that they have all requisite authority to sign and enter into this Contract, including the attached Terms and Conditions and any Exhibit A, on behalf of the parties identified next to their signatures. Further, they acknowledge that on behalf of their respective parties, they have read, understood, and voluntarily agreed to every provision of this Contract, the attached Terms and Conditions, and any Exhibit A.

Accepted by Buyer:

Name: Randy Bridge _____ City Manager _____
Title _____ Date _____

Name: Lynnette Dinkler _____ Law Director _____
Title _____ Date _____

Accepted by Seller:

Name: Pat Keeley _____ Director of C&I Sales _____
Title _____ Date _____

Electricity Supply Master Terms and Conditions

These Master Terms and Conditions (the "Terms and Conditions") set forth the general terms and conditions for the retail sale and purchase of electricity between Seller and Buyer. The specific terms with respect to Buyer's Accounts will be set forth on Page 1. These Master Terms and Conditions, the specific terms set forth on Page 1, and any Exhibits form a written agreement between Seller and Buyer (the "Contract").

1. Eligibility. This Contract is exclusively for mercantile customers that consume more than 700,000 kWh per year or are part of a national account involving multiple facilities in one or more states. Buyer is designated as a mercantile customer.

2. Electricity Supply. Seller will supply and deliver to Buyer the full electricity requirements for all Accounts under this Contract and Buyer will accept and pay for all such deliveries according to this Contract. Seller will act as Buyer's agent for the limited purposes of working with the Buyer's retail transmission organization/independent system operator ("RTO/ISO") and Buyer's EDC in order to (a) obtain the Accounts' usage, billing, and payment histories; (b) effect the transfer of electricity supply service to Seller; and (c) perform Seller's obligations under this Contract. Buyer will execute all documents and be responsible for all services and equipment required by the EDC in order for Buyer to receive service under this Contract.

3. Price Adjustment Provisions. Except as otherwise set forth on Page 1 of this Contract and where applicable: (a) for any capacity planning year for which the Base Residual Auction rate has not been established as of the execution date of Contract, Seller will pass through to Buyer any change in capacity cost, positive or negative, resulting from changes to Buyer's capacity rate as assessed by Buyer's EDC or RTO/ISO; and (b) Seller will not pass through to Buyer any capacity charge resulting from changes to Buyer's capacity tag. For the avoidance of doubt, none of the foregoing price adjustments will be deemed New Charges under the Regulatory section herein.

4. Energy Efficiency/Onsite Generation. If there is a material decrease in Buyer's usage due to energy efficiency improvements and/or onsite generation which result in losses to Seller, Seller may pass through to Buyer such losses. For the avoidance of doubt, none of the above described losses will be deemed New Charges under the Regulatory section herein.

5. Renewal Variable Price. The price for each Secondary Term will be determined monthly based upon costs, including but not limited to energy, transmission, capacity, ancillary services, congestion management, renewable energy credits, independent system operator fees, various EDC charges to Seller, and other factors, plus Seller's costs, expenses, and a service fee. The price will not include EDC delivery charges to Buyer or applicable taxes.

6. Billing & Payment. The EDC will issue consolidated monthly invoices which will contain Seller's electricity charges, plus applicable taxes and all of the EDC's distribution and other applicable charges. Buyer will pay to the EDC the entire amount of each electric bill under the EDC's payment terms and conditions. Seller reserves the right to invoice Buyer directly for: (a) Seller's charges only, plus applicable taxes; or (b) for the EDC's charges, as well as Seller's charges, plus all applicable taxes. Late charges will apply for all past-due amounts owed to Seller at the rate set forth in the EDC's tariff for its charges. The EDC is solely responsible for reading Buyer's meter(s), and all disputes that Buyer has with respect to meter readings and related adjustments will be addressed by Buyer solely to the EDC.

7. Credit. Upon Seller's reasonable request, Buyer will provide to Seller financial statements and other credit-related information, all of which will be treated as confidential by Seller. If Seller reasonably deems Buyer's financial condition inadequate to extend credit, Seller may require security sufficient to cover volumes for the two largest months' Contract Volumes. The security will be in the form of either a deposit or an irrevocable letter of credit. Furthermore, if Buyer (a) becomes a debtor in a bankruptcy proceeding; or (b) breaches any payment obligation or any other obligation to Seller (including any obligation to provide security as provided above), then Seller may suspend deliveries and/or terminate this Contract 10 days after delivering written notice to Buyer. Seller's rights under this Credit section are in addition to all other remedies available under this Contract.

8. Damages. Seller may hedge its obligations under this Contract by purchasing electricity and related transportation, as well as electricity futures and/or swaps, or any combination thereof. If (a) Buyer terminates any or all Accounts under this Contract before the expiration of any Term; or (b) Seller terminates this Contract as to any or all Accounts before the expiration of any Term as a result of Buyer's breach of this Contract, or (c) the EDC terminates any or all Accounts under this Contract before the expiration of any term as a result of late or non-payment, then Buyer will pay Seller damages calculated as set forth in the Early Termination Damages section on Page 1. Seller may increase the price charged to Buyer for Accounts that have not breached in order to cover the damages described above; in such instance, Seller will send to Buyer an informational invoice to supplement the EDC's bill. If Buyer transfers service to the EDC, Buyer may be charged a price other than the EDC's standard rate. Nothing in this Damages section limits Buyer's obligation to pay for all delivered electricity as metered by the EDC. If Seller fails to

perform its delivery obligations under this Contract, Seller will pay to Buyer an amount equal to the positive difference, if any, between Buyer's reasonable cost of cover minus the then-current Contract price for all electricity Seller failed to deliver. The prevailing party in any lawsuit under this Contract will be entitled to collect from the breaching party the prevailing party's costs of enforcing this Contract, including reasonable attorneys' fees and all other litigation expenses.

9. Cross Default. If Buyer is a party to one or more natural gas or electricity supply contracts with Seller, a breach by Buyer under such other contract(s) may be treated by Seller as a breach by Buyer of this Contract.

10. Limitation of Liability. Seller will not be liable for any losses arising from Buyer's use of electricity or for losses arising from the EDC, including but not limited to: their operations and maintenance of their system, any disruption of their service, termination of their service, their events of force majeure, or deterioration of their service. Except as otherwise set forth in this Contract, neither party will be liable for any indirect, consequential, special, or punitive damages, whether arising under contract, tort (including negligence and strict liability), or any other legal theory.

11. Warranty. Seller warrants that all electricity delivered to the EDC for its distribution to Buyer will meet the EDC's quality standards and that title to such electricity is free from liens and adverse claims. Seller makes no other warranties or representations of any kind, express or implied, including any warranty of merchantability or warranty that the goods are fit for a particular purpose.

12. Regulatory. The retail electric choice program is subject to ongoing utility commission, RTO/ISO, and EDC jurisdiction. During the Initial Term, your price will remain the same; provided, however, that Seller may pass through to Buyer's price any new or additional charges, or changes in the calculation of charges imposed on suppliers or their customers through a change in governing law or commission, RTO/ISO, or EDC proceeding (collectively, "New Charges"), but only to the extent that those New Charges, alone or when added together over the course of the Initial Term of this contract, exceed \$0.001 per kWh of Seller's non-commodity cost. New Charges may cause your price to vary during the Initial Term. Seller will deliver to Buyer written notice at least 30 days before passing through any New Charges. If a change in governing law, regulation, or rule physically prevents or legally prohibits Seller from performing under this Contract, then either party may terminate this Contract without penalty.

13. Relationship of Parties. Buyer will make decisions regarding pricing and volumes in Buyer's sole discretion and will confirm all expiration/termination dates of any existing contract terms, with or without advice or recommendation from Seller, and Seller will not be liable for Buyer's acting or failing to act upon Seller's advice or recommendations.

14. Assignment. This Contract or any accounts hereunder may be assigned by Buyer only upon the written assumption of the assignee and with express written consent of Seller, which consent will not be unreasonably withheld, delayed, or conditioned.

15. Waiver. No failure to enforce any provision of this Contract will be deemed a waiver of any right to do so, and no express waiver of any breach operate as a waiver of any other breach or of the same breach on future occasions. Waiver must occur in writing and be properly served upon the Parties executing this Contract.

16. Choice of Law, Jurisdiction, Venue & Jury Trials. This Contract will be governed by the applicable laws of the State of Ohio, without regard to Ohio's principles of conflicts of law. All legal actions involving all disputes arising under this Contract will be brought exclusively in a court of the State of Ohio sitting in Franklin County, Ohio, or in the United States District Court for the Southern District of Ohio sitting in Columbus, Ohio. Buyer and Seller waive all of their rights to a trial by jury in any legal action related to this Contract.

17. Severability. If any provision of this Contract is held unenforceable by any court having jurisdiction, no other provisions will be affected, and the court will modify the unenforceable provision (consistent with the intent of the parties as evidenced in this Contract) to the minimum extent necessary so as to render it enforceable.

18. Entire Agreement. This Contract, including these Terms and Conditions and any Exhibits, contain the entire agreement between Seller and Buyer regarding the Accounts under this Contract, and it supersedes all prior and contemporaneous written and oral agreements and understandings between them with respect to those accounts. This Contract cannot be modified in any way except by a writing signed by both Seller and Buyer.

**Exhibit A to Electricity Purchase Contract Form Large Commercial V3.3-CAP ADJ-OH
Account Numbers & Facility Addresses**

Seller: Interstate Gas Supply, Inc.
Buyer: City of New Carlisle

Following are the Account/Meter Numbers and Addresses included under the above-mentioned contract between Seller and Buyer:

	Utility	Street Address	City	State	Zip	Account No:
1	DPL	316 S Main St	New Carlisle	OH	45344	0171288647
2	DPL	S Smith St Pk Garage	New Carlisle	OH	45344	0198261138
3	DPL	621 Walsh Dr	New Carlisle	OH	45344	0626856906
4	DPL	331 S Church St	New Carlisle	OH	45344	1081598026
5	DPL	Scarff Rd Wat	New Carlisle	OH	45344	1152856100
6	DPL	101 S Main St	New Carlisle	OH	45344	1350991051
7	DPL	S Smith St Ballpark 3A	New Carlisle	OH	45344	1575814055
8	DPL	212 W Jefferson St	New Carlisle	OH	45344	1767588060
9	DPL	801 W Jefferson St	New Carlisle	OH	45344	1838612109
10	DPL	400 N Main St	New Carlisle	OH	45344	2604227327
11	DPL	W Jefferson St and Main St	New Carlisle	OH	45344	3112390290
12	DPL	706 Davis St	New Carlisle	OH	45344	3306667077
13	DPL	120 W Jefferson St	New Carlisle	OH	45344	3753622003
14	DPL	803 W Jefferson St	New Carlisle	OH	45344	4016345745
15	DPL	206 Honeycreek Dr	New Carlisle	OH	45344	4164935666
16	DPL	301 E Lake Ave Frnt Tornadosiren	New Carlisle	OH	45344	4211718724
17	DPL	1885 Addison-Nw-Car Rd	New Carlisle	OH	45344	4275452880
18	DPL	Hillcrest Ave Speed Warning Sign	New Carlisle	OH	45344	4969765347
19	DPL	S Smith St Ballpark 4	New Carlisle	OH	45344	5469512548
20	DPL	100H N Main St	New Carlisle	OH	45344	5783118951
21	DPL	801 N Jefferson St 5	New Carlisle	OH	45344	6156594858
22	DPL	S Smith St Smith Pk 2	New Carlisle	OH	45344	6216079992
23	DPL	801H W Jefferson St Rear	New Carlisle	OH	45344	6773090577
24	DPL	11545 Musselman Rd	New Carlisle	OH	45344	6996085304
25	DPL	S Smith St Ballpark 1A	New Carlisle	OH	45344	7326359771
26	DPL	212 W Jefferson St	New Carlisle	OH	45344	7339338563
27	DPL	311 N Church St	New Carlisle	OH	45344	7339488178
28	DPL	315 N Church St	New Carlisle	OH	45344	7852101916
29	DPL	801H W Jefferson St	New Carlisle	OH	45344	8225335844
30	DPL	301 E Lake Ave	New Carlisle	OH	45344	8473184704
31	DPL	S Smith St Ballpark 3B	New Carlisle	OH	45344	8513189571
32	DPL	105 S Smith St	New Carlisle	OH	45344	8766149148
33	DPL	706 Davis St	New Carlisle	OH	45344	8811591383
34	DPL	S Smith St Meter 1	New Carlisle	OH	45344	9344510645
35	DPL	434 N Main St	New Carlisle	OH	45344	9464841530
36	DPL	11545 Musselman Rd	New Carlisle	OH	45344	9521267292
37	DPL	811 W Jefferson St	New Carlisle	OH	45344	9594833260

AGREED.

Accepted by Buyer:

_____	City Manager	_____
Name: Randy Bridge	Title	Date

_____	Law Director	_____
Name: Lynnette Dinkler	Title	Date

Accepted by Seller:

_____	Director of C&I Sales	_____
Name: Pat Keeley		