

City of Niles, Ohio

SPONSORED BY: COM. DEV. NEIGHBORHOOD STAB. DRAFT NO. 92-26

AUTHORIZED BY: ALL MEMBERS

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE UNAPPROPRIATED GENERAL FUND ACCOUNT 101 TO THE GENERAL FUND MISCELLANEOUS ACCOUNT FOR THE CITY FUNDED BUSINESS GRANT APPROVED BY THE COMMUNITY IMPROVEMENT CORPORATION OF NILES FOR SAINT POPE JOHN PAUL XXIII; AND, DECLARING AN EMERGENCY.

WHEREAS, the Community Improvement Corporation of Niles requested applications for a City funded grant for improvement of businesses in the City of Niles.

WHEREAS, the Community Improvement Corporation of Niles approved applications for the reimbursement grant intended for improvement of Saint Pope John Paul XXIII Mt. Carmel Church, located within the City of Niles.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NILES, STATE OF OHIO:

SECTION 1: Council hereby authorizes the following appropriation from the Unappropriated General Fund Account 101 to the General Fund Miscellaneous Account for the Community Improvement Corporation reimbursement grant:

APPROPRIATION FROM UNAPPROPRIATED FUNDS			
FUND	ACCOUNT NUMBER	DESCRIPTION	Appropriation
101 - General Fund	101-1090-57050	Miscellaneous	\$15,000.00
Total Appropriation			\$15,000.00

SECTION 2: This Ordinance is hereby declared to be an emergency measure in the interest of the public health, safety, and welfare so that the grant may be funded for the reimbursement to the business for the improvements. As such an emergency measure, this Ordinance shall take effect upon passage by Council and approval by the Mayor.

PRESIDENT OF COUNCIL

PASSED: _____

ATTEST: _____
CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the _____ day of _____, 2026 and signed by me as such Mayor this _____ day of _____, 2026.

MAYOR

City of Niles, Ohio

SPONSORED BY: COM. DEV. NEIGHBORHOOD STAB. DRAFT NO. 93-26

AUTHORIZED BY: ALL MEMBERS

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE UNAPPROPRIATED GENERAL FUND ACCOUNT 101 TO THE GENERAL FUND MISCELLANEOUS ACCOUNT FOR THE CITY FUNDED BUSINESS GRANT APPROVED BY THE COMMUNITY IMPROVEMENT CORPORATION OF NILES FOR HIGG’S HOT RODS; AND, DECLARING AN EMERGENCY.

WHEREAS, the Community Improvement Corporation of Niles requested applications for a City funded grant for improvement of businesses in the City of Niles.

WHEREAS, the Community Improvement Corporation of Niles approved an application for the reimbursement grant intended for improvement of Higg’s Hot Rods, a business within the City of Niles.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NILES, STATE OF OHIO:

SECTION 1: Council hereby authorizes the following appropriation from the Unappropriated General Fund Account 101 to the General Fund Miscellaneous Account for the Community Improvement Corporation reimbursement grant:

APPROPRIATION FROM UNAPPROPRIATED FUNDS			
FUND	ACCOUNT NUMBER	DESCRIPTION	Appropriation
101 - General Fund	101-1090-57050	Miscellaneous	\$4,493.77
Total Appropriation			\$4,493.77

SECTION 2: This Ordinance is hereby declared to be an emergency measure in the interest of the public health, safety, and welfare so that the grant may be funded for the reimbursement to the business for the improvements. As such an emergency measure, this Ordinance shall take effect upon passage by Council and approval by the Mayor.

PRESIDENT OF COUNCIL

PASSED: _____

ATTEST: _____
CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the _____ day of _____, 2026 and signed by me as such Mayor this _____ day of _____, 2026.

MAYOR

City of Niles, Ohio

SPONSORED BY: FINANCE COMMITTEE
AUTHORIZED BY: JOHNSTONE

DRAFT NO. 94-26

ORDINANCE NO. _____

AN ORDINANCE APPROVING A THEN AND NOW PAYMENT REQUEST FOR CONCRETE COUTURE CO. FOR REPAIR OF AN EMERGENCY WATER MAIN BREAK; AND, DECLARING AN EMERGENCY.

WHEREAS, there was an emergency water main break that needed repaired; and

WHEREAS, the invoice relating to the repair of the water main break is due and payable (see attached); and

WHEREAS, Council desires to make payment to Concrete Couture Co. in the amount of \$29,016.00

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NILES, STATE OF OHIO:

SECTION 1: Council hereby authorizes the Auditor to submit payment to Concrete Couture Co. in the amount of Twenty-Nine Thousand Sixteen Dollars and 00/100 (\$29,016.00).

SECTION 2: This Ordinance is declared to be an emergency measure in the interest of the public health, safety and welfare as the invoice for Concrete Couture Co. is due and payable. As such an emergency measure, this Ordinance shall take effect upon passage by Council and approval by the Mayor.

PRESIDENT OF COUNCIL

PASSED: _____

ATTEST: _____
CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the _____ day of _____, 2026 and signed by me as such Mayor on this _____ day of _____, 2026.

MAYOR

Emergency Expense ApprovalAppendix ADate: 5/19/26Vendor: concrete captureDollar Amount: \$29016.00

Reason for Expense:

Emergency Then & Now
main st. water break restoration

Approval:


Departmental Supervisor
Service/Safety Director

*This form must be submitted along with original receipt and Purchase Order if applicable for payment

CONCRETE COUTURE CO

Invoice No: 702
Date: 05/19/2026
Terms: NET 0
Due Date: 05/19/2026
Bill To: City Of Niles Water Department Attn David Liste

Invoice

1882 Taft Ave
Niles, Ohio, 44446
nrmdevelopersllc@gmail.com
(330) 719-4848
Nicholas Marchese

Description	Quantity	Rate	Amount
Remove existing stone base haul away and install concrete back in hole reinforced and then pave Over Adjust catch basins as necessary. Approximately 16 wide and 73 long approximate 1170 sq ft			
Concrete replacement in areas of stone and excavation of asphalt black top to saw cut lines and barricading of roadway	1,168	\$12.00	\$14,016.00
Asphalt replacement 2" base plus 2" top coat and tack seal edges . Don Walters Paving will be the designated Sub contractor on the paving and excavation. There is no Mark up for Marchese's Concrete Couture on Walters Paving for this project.	1	\$15,000.00	\$15,000.00
If Two separate contracts or POs are required the concrete price can go to Concrete Couture and Walters Paving can be issued their own PO or all can go on here. Either way is fine			

Subtotal	\$29,016.00
Total	\$29,016.00
PAID	\$0.00

Payment Details

An advance payment of \$14,508.00 is due by 05/19/2026.

Balance Due \$29,016.00

Deposit due 05/19/2026

\$14,508.00



CONCRETE COUTURE CO - Invoice 702 - 05/19/2026

Please detach and send with remittance to:

CONCRETE COUTURE CO

1882 Taft Ave

Niles, Ohio, 44446

REMITTANCE ADVICE FOR Invoice # 702 on 05/19/2026

Balance Due

\$29,016.00

PAID

Received From: City Of Niles Water Department Attn David Liste

Card Type																				
Cardholder's Name																				
Card Number																	CVV			
Expiry Date			/																	
Signature																				

City of Niles, Ohio

SPONSORED BY: FINANCE COMMITTEE
AUTHORIZED BY: JOHNSTONE

DRAFT NO. 95-26

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE DISPOSAL OF EQUIPMENT FROM THE IT DEPARTMENT TO BE SOLD BY INTERNET AUCTION ON GOV DEALS AS IT IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY; AND, DECLARING AN EMERGENCY.

WHEREAS, Council has determined that a Liebert Uninterruptible Power Supply (UPS), Serial # 0835801003BU7L4, machine is no longer needed for any municipal purpose.

WHEREAS, Council desires to dispose of said IT Department UPS equipment by internet auction on Gov Deals.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NILES, STATE OF OHIO:

SECTION 1: That Council finds that the UPS machine from the IT Department is no longer needed for any municipal purpose.

SECTION 2: That pursuant to Ohio Revised Code Section 721.15, the City is authorized to sell or dispose of such property by internet auction or otherwise permitted by law.

SECTION 3: That this Ordinance is hereby declared to be an emergency measure in the interests of the public health, safety, and welfare because the immediate sale of such obsolete municipal property is necessary in order to secure the most value for the property. As such an emergency measure, this Ordinance shall take effect upon passage by Council and approval by the Mayor.

PRESIDENT OF COUNCIL

PASSED: _____
ATTEST: _____
CLERK OF COUNCIL

Received by the Mayor of the City of Niles this _____ day of _____, 2026,
and approved by me as such Mayor this _____ day of _____, 2026.

MAYOR

City of Niles, Ohio

SPONSORED BY: IMPROVEMENTS COMMITTEE
AUTHORIZED BY: LASTIC

DRAFT NO. 96-26

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE “RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN”; AND DECLARING AN EMERGENCY

WHEREAS, the Department of Development is requiring that all CDBG grantees pass a resolution adopting the “RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN” under the CD Act of 1974 involving projects where a CDBG funded activity could permanently displace a resident;

WHEREAS, Stephen Preston, PE, of MS Consultants, inc., recommends adoption of this plan;

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NILES, STATE OF OHIO:

SECTION 1: That Council hereby adopts the State’s “RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN”;

SECTION 2: That the State’s “RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN” be available for public viewing at the Niles City Hall, located at 34 W. State Street, Niles, Ohio.

SECTION 3: This Resolution is hereby declared to be an emergency measure in the interest of the public health, safety and welfare as this plan must be adopted prior to the approaching deadlines for CDBG grant funded applications. As such an emergency measure, this Resolution shall take effect upon passage by Council and approval by the Mayor.

PRESIDENT OF COUNCIL

PASSED: _____

ATTEST: _____
CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the _____ day of _____, 2026 and signed by me as such Mayor on the _____ day of _____, 2026.

MAYOR

City of Niles, Ohio

SPONSORED BY: COUNCIL AS A WHOLE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 97-26

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 15-26 AUTHORIZING THE SUBMISSION OF GRANT APPLICATIONS FOR FY 2026/2027 GRANTS UNDER THE CDBG COMMUNITY DEVELOPMENT ALLOCATION AND CRITICAL INFRASTRUCTURE PROGRAMS; AND, DECLARING AN EMERGENCY.

WHEREAS, the Ohio Department of Development provides financial assistance to local governments for the purpose of addressing local needs; and

WHEREAS, the City of Niles desires to participate in the CDBG Community Development Allocation and Critical Infrastructure Programs; and

WHEREAS, the City of Niles has the authority to apply for financial assistance and to administer grants from the Ohio Department of Development through the CDBG Program; and

WHEREAS, the City of Niles must authorize MS Consultants, Inc. to act in connection with the applications and provide such additional information as may be required.

NOW THEREFORE BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF NILES:

SECTION 1. That the Council of the City of Niles authorizes the Mayor or his designee to sign the necessary application documents, as presented by the Administrator and approved by the Law Director.

SECTION 2. That the Council of the City of Niles authorizes the Mayor or his designee to submit applications for funding under the CDBG Community Development Allocation and Critical Infrastructure Programs, and to provide all information and documentation required.

SECTION 3: That the Council of the City of Niles authorizes MS Consultants, Inc. to provide any additional information required for grant approval by the Ohio Department of Development.

SECTION 4: The Council of the City of Niles hereby understands and agrees that program participation will require compliance with program guidelines and assurances.

SECTION 5: That the Mayor or his designee is also authorized to execute the Grant Agreement and other required documentation with the Ohio Department of Development, should the City of Niles be awarded the Grant.

SECTION 6: This Resolution is declared to be an emergency measure in the interest of the public health, safety, and welfare for the reason that applications can be submitted at the earliest time allowable. As such an emergency measure, this Resolution shall take effect upon passage by Council and approval by the Mayor.

PRESIDENT OF COUNCIL

PASSED: _____

ATTEST: _____
CLERK OF COUNCIL

Received by the Mayor of the City of Niles this _____ day of _____, 2026,
and approved by me as such Mayor this _____ day of _____, 2026.

MAYOR

City of Niles, Ohio

SPONSORED BY: FINANCE
AUTHORIZED BY: JOHNSTONE

DRAFT NO. 98-26

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING APPROPRIATION OF FUNDS FROM MISCELLANEOUS UNAPPROPRIATED FUNDS FOR EQUIPMENT RENTAL; AND, DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NILES, STATE OF OHIO:

SECTION 1: Council hereby authorizes the following appropriations of funds from numerous Unappropriated Funds to the following accounts listed below in the total amount of Four Thousand Fifty Dollars and 00/100 (\$4,050.00):

APPROPRIATION FROM UNAPPROPRIATED FUNDS			
FUND	ACCOUNT NUMBER	DESCRIPTION	Appropriation
101 - General Fund	101-1001-53600	Equipment Rental	\$300.00
101 - General Fund	101-1002-53600	Equipment Rental	\$150.00
101 - General Fund	101-1003-53600	Equipment Rental	\$200.00
101 - General Fund	101-1004-53600	Equipment Rental	\$1,000.00
101 - General Fund	101-1005-53600	Equipment Rental	\$1,000.00
217 - Police & Fire 1%	217-1710-53600	Equipment Rental	\$500.00
217 - Police & Fire 1%	217-1715-53600	Equipment Rental	\$250.00
221 - Park	221-2121-53600	Equipment Rental	\$200.00
255 - Cemetery	255-5555-53600	Equipment Rental	\$200.00
503 - Sewer	503-5353-53600	Equipment Rental	\$250.00
Total Appropriation			\$4,050.00

SECTION 2: This Ordinance is hereby declared to be an emergency measure in the interest of the public health, safety and welfare, for the reason that the funds are needed immediately so as to remit payment for equipment rental at the earliest possible date. As such an emergency measure, this Ordinance shall take effect upon passage by Council and approval by the Mayor.

PRESIDENT OF COUNCIL

PASSED: _____

ATTEST: _____
CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the _____ day of _____, 2026 and signed by me as such Mayor this _____ day of _____, 2026.

MAYOR

City of Niles, Ohio

SPONSORED BY: COUNCIL AS A WHOLE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 99-26

RESOLUTION NO. _____

A RESOLUTION APPROVING THE ASSIGNMENT OF A PORTION OF THE CITY OF NILES, OHIO'S INTEREST IN THE FREMONT ENERGY CENTER POWER SALES CONTRACT WITH AMERICAN MUNICIPAL POWER, INC. TO THE CITY OF WESTERVILLE, OHIO AND TAKING OTHER ACTIONS IN CONNECTION THEREWITH.; AND, DECLARING AND EMERGENCY

WHEREAS, the City of Niles, Ohio (hereinafter "Municipality") owns and operates an electric utility system for the sale of electric power and associated energy for the benefit of its customers; and

WHEREAS, in order to satisfy the electric power and energy requirements of its electric utility system, Municipality has purchased economical and reliable power and energy from, or arranged by, American Municipal Power, Inc. (hereinafter, "AMP"), of which Municipality is a Member; and

WHEREAS, Municipality, along with other AMP Members (collectively, "Participants"), entered into a Power Sales Contract ("AFEC PSC") regarding the American Municipal Power Fremont Energy Center ("AFEC Project") dated June 15, 2011; and

WHEREAS, in order to obtain such sources of electric capacity and energy, each Participant in the AFEC Project purchases its PSCR Share (as defined in the AFEC PSC) in the AMP Entitlement (as defined in the AFEC PSC) from AMP; and

WHEREAS, Municipality's PSCR Share in the AFEC Project under the AFEC PSC is 4.300% (22,015 kW) of the AMP Entitlement; and

WHEREAS, Municipality desires to assign a portion of its PSCR Share of the AFEC Project under the AFEC PSC totaling 1.333% (6,826 kW) (the "Assigned Shares") to the City of Westerville, Ohio ("Assignee"), who desires to become a Participant under the AFEC PSC, along with all of Municipality's other rights and obligations associated with each of the Assigned Shares, respectively (the "Assignment"); and

WHEREAS, in addition to Assignee's obligation to pay the Project Rate to AMP (as set forth in the AFEC PSC), Assignee, through AMP, will pay Municipality the amount of \$0.0015/kWh ("Premium Variable Charge") for the Assigned Shares based on the monthly Billing Energy invoiced by AMP for the term of January 1, 2027 to December 31, 2030 as set forth in a Side Letter Agreement ("Side Letter Agreement") between Municipality and the Assignee; and

WHEREAS, upon effectuation of the Assignment, Municipality's PSCR Share under the AFEC PSC will be 2.967% (15,189 kW); and

WHEREAS, AMP, on behalf of itself and on behalf of the remaining Participants of the AFEC Project, has waived or will waive, upon the effectiveness of this Resolution and certain other prerequisites, the right of first refusal to assume Municipality's rights under the AFEC PSC with respect to the Assigned Shares; and

WHEREAS, AMP, on behalf of itself and on behalf of the remaining Participants, has consented or, upon the effectiveness of this Resolution and certain other prerequisites will consent, to the Assignment; and

WHEREAS, Municipality, AMP, and Westerville desire to enter into an Assignment and Assumption Agreement ("Assignment Agreement"), which sets forth the parties' respective rights and obligations with regard to the Assignment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NILES, OHIO:

SECTION 1. The Assignment is hereby authorized and the Assignment Agreement substantially in the form [of Exhibit No. 1 attached hereto or incorporated herein by reference and made a part hereof] **or** [which is on file with the Clerk], is approved, and the [Authorized Representative] is hereby authorized to execute and deliver the Assignment Agreement and the Side Letter Agreement with such changes as the [Authorized Representative] may approve as neither inconsistent with this Resolution nor materially detrimental to Municipality, their execution of the Assignment Agreement and the Side Letter Agreement to be conclusive evidence of such approval. Municipality will receive from Assignee, through AMP, the Premium Variable Charge for the Assigned Shares based on the monthly Billing Energy invoiced to the Assignee by AMP, and AMP will then remit the total monthly collected Premium Variable Charge to Municipality or will credit the amount of such Premium Variable Charge on Municipality's monthly invoice from AMP.

SECTION 2. That it is found and determined that all formal actions of this City Council concerning and relating to the passage of this Resolution were taken in conformance with the applicable open meetings laws and that all deliberations of the City Council that resulted in those formal actions were in compliance with all legal requirements including any applicable open meetings requirements.

SECTION 3. If any section, subsection, paragraph, clause or provision or any part thereof of this Resolution shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Resolution shall be unaffected by such adjudication and all the remaining provisions of this Resolution shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

SECTION 4. That this Resolution is hereby declared to be an emergency measure in the interest of the public health, safety and welfare, for the reason that the terms of the agreement can go into effect at the earliest possible date. As such an emergency measure, this Ordinance shall take effect upon passage by Council and approval by the Mayor.

PRESIDENT OF COUNCIL

PASSED: _____

ATTEST: _____

CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the _____ day of _____, 2026 and signed by me as such Mayor this _____ day of _____, 2026.

MAYOR

Assignment and Assumption Agreement

This Assignment and Assumption Agreement (“**Agreement**”), dated as of _____, 2026 (“**Effective Date**”), is by and among the City of Niles, Ohio (“**Assignor**”), the City of Westerville, Ohio (“**Assignee**”), and American Municipal Power, Inc. (“**AMP**”).

WHEREAS, Assignor is a party to the Power Sales Contract regarding AMP’s Fremont Energy Center between AMP and the Participants dated June 15, 2011 (“**PSC**”);

WHEREAS, pursuant to the PSC, Assignor purchases its PSCR Share of the output of the Power Sales Contract Resources from AMP;

WHEREAS, Assignor’s current PSCR Share was 4.300% (22,015 kW);

WHEREAS, in connection with the assignment contemplated by this Agreement, Assignee intends to become a party to the PSC as a Participant;

WHEREAS, Assignor desires to assign to Assignee all of its rights and delegate to Assignee all of its obligations under the PSC related to 1.333% (6,826 kW) (the “**Assigned Share**”) from its PSCR Share and the obligations related thereto;

WHEREAS, pursuant to the terms of a separate agreement between the Assignor and Assignee (the “**Side Letter Agreement**”), the Assignee has agreed to pay to Assignor an amount equal to \$0.0015/kWh for energy delivered to Assignee allocable to the Assigned Share (“**Premium Variable Charge**”) for a period of four years beginning on January 1, 2027 through December 31, 2030;

WHEREAS, AMP, solely as agent of the Assignor, will calculate and remit the Premium Variable Charge paid by the Assignee to Assignor on a monthly basis; and

WHEREAS, AMP, on behalf of itself and on behalf of the remaining Participants, desires to consent to the Assignment.

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

1. Assignment and Assumption.

1.1 Assignment. Assignor irrevocably (a) assigns to Assignee the Assigned Share and all of its accompanying rights under the PSC attributed to the Assigned Share and (b) delegates to Assignee all of its accompanying obligations under the PSC, including the obligation to buy the Assigned Share of the Power Sales Contract Resources from AMP, from and after the Effective Date (collectively, the “**Assignment**”).

1.2 Assumption. Assignee unconditionally accepts all of Assignor’s rights and obligations in, to and under the PSC, including, without limitation, any obligation of Assignor to purchase Step Up Power and pay Step Up Costs, related to the Assigned Share, and assumes and agrees to be

bound by, fulfill, perform and discharge all of the liabilities, obligations, duties and covenants under or arising out of the PSC in connection with the Assigned Share, all from and after the Effective Date (collectively, the “**Assumption**”). The obligations in, to and under the PSC assumed by the Assignee do not include the payment of the Premium Variable Charge, which is a separate obligation arising solely under the terms of the Side Letter Agreement and is not a payment to or for the account of AMP pursuant to the PSC.

1.3 Consent. AMP, on behalf of itself and on behalf of the remaining Participants, consents to the Assignment and the Assumption. AMP, Assignor and Assignee acknowledge and agree that, from and after the Effective Date, assuming the Other Assignments have also occurred, Assignee’s PSCR Share is 1.629% (8,343 kW), subject to adjustment as set forth in the PSC. AMP and Assignor acknowledge and agree that, from and after the Effective Date, Assignor will have 2.967% (15,189 kW) remaining PSCR Share. For purposes of this Section 1.3, “**Other Assignments**” refers to anticipated assignments of other PSC Participants’ PSCR Shares to Assignee, which may occur before, after, or together with the Assignment.

1.4 Assignment, Assumption and Consent Conditional. Notwithstanding anything to the contrary contained in this Agreement, the effectiveness of the Assignment by Assignor pursuant to Section 1.1 above, the Assumption by Assignee pursuant to Section 1.2 above, and the Consent by AMP pursuant to Section 1.3 above are each conditioned in all respects upon Assignee becoming a Participant by, among other things, its execution and delivery to AMP of a PSC.

2. Representations and Warranties.

2.1 Assignor’s Representations and Warranties. Assignor represents and warrants as follows:

(a) It has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder.

(b) It has taken all necessary action to authorize the execution of this Agreement.

(c) It is the sole legal and beneficial owner of the rights granted to Assignee by this Agreement, free and clear of any lien, security interest, charge or encumbrance.

(d) It has performed all of its obligations under the PSC that are required to be performed on or before the Effective Date.

2.2 Assignee’s Representations and Warranties. Assignee represents and warrants as follows:

(a) It has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder.

(b) It has taken all necessary action to authorize the execution of this Agreement.

2.3 AMP’s Representations and Warranties. AMP confirms that, to the best of its knowledge, as of the Effective Date of this Agreement, all conditions set forth in Section 26(C)(i)-(vi) of the PSC have been met, and represents and warrants as follows:

(a) It has the full right, power and authority to enter into this Agreement and to consent to the Assignment and the Assumption.

(b) It has taken all necessary action to authorize the execution of this Agreement.

3. Definitions. Capitalized terms used and not defined in this Agreement have the respective meanings assigned to them in the PSC.

4. Premium Variable Charge.

4.1 Payment of the Premium Variable Charge. By its execution of the Side Letter Agreement, Assignee agreed to pay to Assignor the Premium Variable Charge on all energy delivered to Assignee allocable to the Assigned Share. The Side Letter Agreement is a separate agreement between the Assignee and Assignor and AMP has no interest in the Premium Variable Charge.

4.2 Role of AMP. In respect of the Premium Variable Charge, AMP will, acting solely as the agent of the Assignor, separately calculate the amount of the Premium Variable Charge, bill such amount to the Assignee, and forward to the Assignor the amount paid by the Assignee in payment of the Premium Variable Charge. For the avoidance of doubt, in performing such functions, AMP is serving solely as agent and not as principal and AMP shall have no rights with respect to the Premium Variable Charge.

4.3 AMP will have no duties or responsibilities to the Assignor or any other person in connection herewith except those specifically provided herein and will not be responsible for anything done or omitted to be done by it except for its own gross negligence, willful or intentional misconduct hereunder. No provision of this Agreement shall require AMP to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers. AMP will have no duty to take any action to enforce payment of the Premium Variable Charge by the Assignee.

4.4 Nonpayment of the Premium Variable Charge. In the event that Assignee fails to pay the full amount due for power under the PSC and the Premium Variable Charge, AMP will allocate any amount paid first to the amount due under the PSC and the balance to the Premium Variable Charge.

5. Miscellaneous.

5.1 Further Assurances. Upon another party's reasonable request, each party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

5.2 Survival. Subject to the limitations and other provisions of this Agreement, the representations of the parties contained in this Agreement survive the expiration or earlier termination of this Agreement.

5.3 Notices. Each party shall deliver all notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a “**Notice**”) in writing and addressed to the other party at its address set forth below (or to such other address that the receiving party may designate from time to time in accordance with this section). Each party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

Notice to Assignor:

City of Niles, Ohio
34 West State Street
Niles, OH 44446-5052
Attention: Superintendent

Notice to Assignee:

City of Westerville, Ohio
139 E. Broadway
Westerville, Ohio 43081
Attention: Electric Utility Manager

Notice to AMP:

American Municipal Power Inc.
1111 Schrock Road, Suite 100
Columbus, Ohio 43229
Attention: President & CEO

5.4 Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

5.5 Amendment and Modification. No amendment to this Agreement is effective unless it is in writing and signed by an authorized representative of each party to this Agreement.

5.6 Choice of Law. This Agreement is governed by, and construed in accordance with, the laws of the State of Ohio, without regard to the conflict of laws provisions.

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

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

City of Niles, Ohio

City of Westerville, Ohio

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Approved as to Form

Approved as to Form

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**Acknowledged and agreed with respect to Sections 1.3 and 2.3 hereof:
American Municipal Power, Inc.**

By: _____
Jolene M. Thompson, President/CEO

Approved as to Form

By: _____
Lisa McAlister
SVP & General Counsel