

CITY OF CLYDE
COUNCIL WORK SESSION
May 27, 2025

The regularly scheduled work session of Clyde City Council was held on Tuesday, May 27, 2025, at 7:00 p.m. in the Conference Room, Clyde City Building, 222 N. Main Street, Clyde, Ohio 43410.

Roll Call.

Present: Mayor Doug McCauley
Vice Mayor Scott Black
Council Member Greg McMaster
Council Member Terri Meek
Council Member Chris Shay
City Manager Justin LaBenne (Not voting)
Deputy Clerk Jackie Hoppe (Not voting)
Finance Director Frank Weasner (Not voting)
Solicitor Zachary Selvey (Not voting)

Absent/

Excused: Clerk of Council Janet Dickman (Not voting)

Visitors:

Visitors signing in can be referenced in the record book supplement.

The purpose of this work session is to discuss the One Power project as it relates to using the bike trail access.

City Manager Justin LaBenne agreed this meeting is to discuss the request for an easement along the bike path and to allow Council to ask questions and hear comments/offer input.

Joe Hopple, Whirlpool representative, appreciates Council holding this session to discuss this project. Clyde Whirlpool does not have sustainable power, as other Whirlpool plants do have. Recently they have partnered with One Energy One Power. This project would lock in their energy rates for twenty years, so this is a very important project for their operations.

Jereme Kent, CEO, One Power Company noted they changed their name from One Energy Enterprises last year. The plan to serve Whirlpool, to take the facility to nearly net zero on a monthly/annual basis, is to install a combination of wind and solar east of Clyde. In compliance with the FFA, to not interfere with airport operations, we have to get that far away, but the power ultimately needs to get back to Whirlpool. The goal was to make this as beneficial as possible for the communities along the way; the bike path runs all the way south of Whirlpool, east of town, and is a relatively straight shot and the best path to bring the power back. The ask is for an underground easement with conduit (*sample available in person*) that would be placed four to ten feet deep for a distance of about four miles under the bike path. The only thing visible above ground would be a series of blue boxes, about 4-6 feet wide, 2.5 by 2.5 feet. They would also offer to the City cameras and emergency pull boxes for the City to have monitoring. This cable is a

35,000 volt underground cable. This can move enough power for the entire plant. It is installed by a boring crew, similar to fiber optic installation, and the entire trail should be able to stay open during the entire time of construction. The big part is when the cables are pulled with a reel trailer, similar looking to a semi-trailer; any damage would be restored when their work is done. Everything would look the same when they are done as it did before they started, with the exception of the blue boxes.

The proposal to the City is for an upfront payment of \$150,000 and an annual payment of \$15,000/year for the next twenty years. They would also include some bike path upgrades, including cameras every 1,000 feet to feed back to the police department or wherever the City chooses; they could also provide lights if the City would want them, and the emergency pull boxes where a resident could push a button to call the police. Additionally, a blanket payment of \$50,000 for general fixture improvements along the path (benches, etc.).

The 1988 current agreement would need to be updated which governs the Whirlpool interconnect. This occurred when Clyde Municipal Utility started and this agreement was for the City and Whirlpool to get out of First Energy's area and to start their own utility. This agreement would need to be modernized with updated utility law. There would be no cost shifting from the plant to anybody in the City. They have worked with John Courtney and other consultants to structure the agreement in a way whereas Whirlpool saves money and reduces their costs and reduces the City's cost, it will not affect any other City resident or rate payor. Whirlpool will still pay the slice of plant at service, regardless if they use it or not, as that would have caused cost shifting.

Mr. LaBenne had sent to Council additional information about the easement and other power information.

Ms. Meek questioned if One Power would also have access to the cameras (yes, the cameras at the boxes; they could install one to four cameras at each location, depending on the City's request). Her concern is that this is a public area, and stipulations on what can be monitored by camera.

Mr. Black initially was not in favor of this as he thought the lines would be above ground, but he no longer has concerns with how it would look due to the explanation of the underground process and he agrees with the project.

Mr. Shay requested a definition of a non-exclusive underground easement. There are two kinds of easements; one is an exclusive easement which means you never allow anybody else to use it (used for high security easements and about 5% are this type of easement); the other type would allow someone else to use the easement parallel to the another easement user. Mr. Shay questioned if this would allow One Power to use this non-exclusive easement to become a competitor to Clyde Light and Power (CL&P) (the utility charter document would not allow that to happen; in Ohio, if there is a municipal utility it would have to give permission to One Power before they could do that).

Mr. Shay questioned how they would get the power from the turbine to the bike path (they have a couple different options, and they are still considering which properties to use to get to the bike path). He then asked if they would need to get permission from the property owner (yes). In the

event they would not receive approval for the bike path easement, do they have a plan B or C (yes, they originally looked at a few different ways, but they would be longer paths by using private easements; the preference is to do it as clean as possible).

Mr. Shay questioned if it is possible to set up a contract if One Power ceases to exist, this arrangement is null and void (yes, we can include in the contract anything that is legal in the state of Ohio, if One Power would be agreeable to it; the non-exclusive easement in particular we could include language to be specific on what we would and would not allow). Mr. Kent would suggest to tie those restrictions to the plant instead of to One Power, so if the plant is not using the assets anymore, the plant can buy out the assets. If Whirlpool was no longer a customer of One Power, could One Power sell that energy to someone else (One Power would need the City's permission to make a change).

Mayor McCauley noted this is Council's first meeting with One Power and Whirlpool since they began discussions in March of last year, and he has received no new information since then.

Mayor McCauley would need to be comfortable with the non-exclusive agreement and future ownership changes. His question when this was rolled out a year or so ago, was the phrase "making the City of Clyde whole." The City has a substantial investment in its electric grid to Whirlpool and now there would be a substantial loss financially for Clyde Light and Power. How will they make the City whole (there would be no change in billing to Whirlpool for the City purchases of poles, wiring, etc. for Whirlpool usage pro-rated for their demand; the City has many different purchase contracts for buying new electricity, and the most of what Whirlpool impacts is the open market pricing which means the City would not need to buy as much from the open market; the way the agreement is written there should be no difference in the net profit the City receives).

Mayor McCauley questioned the CL&P responsibility for the infrastructure/maintenance (the existing Whirlpool substation, which is maybe sixty years old, will be entirely replaced and is entirely owned by Whirlpool; the City owns the power lines coming into it, which one or two will be replaced; the only change currently aware of are the meters which will need to be replaced with a newer model, and they were already in need to be replaced). Who will be responsible for any negative events (CL&P will have no responsibility, it will all be on the side of Whirlpool common coupling).

Mayor McCauley noted our bike trail is important to the Clyde community and surrounding communities who travel it east/west. Who determines if the bike trail is interrupted, that it is returned to the same state it was in prior (the City will be given blanket authority to make this determination to have One Power fix anything until the City is happy).

Mayor McCauley noted that solar was not a part of the initial discussion. What is the acreage for a solar field (twenty-five to thirty total). He questioned if there is the thought of expansion (not at this time).

Mayor McCauley questioned the function of the blue boxes that would be along the bike path (they are a junction; there can only be 1,000 feet of boring at a time, and then they come up to the above ground and plug into a junction bar which is sealed and then goes back under ground; this allows

the ability to add local power which would allow a camera or light to be put there, if needed/wanted).

Mayor McCauley questioned if the conduit, in the future, would need anything added to it (no, it is considered to be a one and done deal; there will be an extra fiber optic cable which will be used for data to monitor the cable to detect the temperature and the sound around the cable).

Mr. Selvey referenced the non-exclusive easement (this would be just for the conduit). Is it possible that they could profit from this easement/would the easement be considered an asset for One Power (no; One Power would agree to a "no other uses" clause in the easement agreement).

Mr. Selvey noted there has been community members who have spoken out against this project in general, not just opposed to the easement request; would One Power move forward with this project even if Whirlpool would back out (the turbines are going in and Whirlpool is already committed to buying it). There is a common thought among people who are against this project, including York Township residents, who believe if Clyde does not approve the easement the project would go away (they have three options to move this project forward, even without the easement approval from Council).

Mayor McCauley offered a reminder that this Council represents the City of Clyde and its residents, not those who live outside the City.

Visitor Martin Shelley questioned if it is permissible to run this type of conduit along the edge of a road (yes). He is a frequent bike trail user and is concerned with 36,000 volts running under his feet and was told by a York Township trustee it could not be placed in a right of way, it could only be put in the land beside it (One Power is sure there is underground high voltage cable in the right of ways in Clyde already; they considered avoiding Main Street traffic as there could be major road construction in the future, and would complicate where the blue boxes could be; the bike trail would be the least obstructive path in their view for the long term).

Mr. Shay questioned if there is a conflict of privacy concerns related to the cameras (there is no legal concerns; there could be privacy concerns but there are cameras at multiple common areas in the City and businesses and the schools have cameras, however, there is no expectation of privacy on a public bike trail; cameras used for safety measures would not be cause for legal concern; cameras pointed in such a way to view One Power property for identifying vandalism (i.e. the blue box) would give even a lower legal concern).

Mr. Selvey questioned if One Power would follow public record requirements to store the footage for two years (they have done this with companies, but not with Cities; they would give the City a raw live feed, and the City would be able to store it any way the City chooses to comply with public records requirements).

Mayor McCauley questioned the life span of a turbine (there will be a twenty-year warranty when purchased; there is a question if they last ten or twenty years beyond that because no turbine is that old; when financing is set up, it is typically considered to last ten years past the warranty). If or when the life span of the turbine comes to a conclusion, what happens to it (there are a number of

technologies to extend/refurbish it; the foundation/tower are good for a hundred years; the contract with Whirlpool obligates One Power to keep the turbine operating). Mayor McCauley acknowledged that technology continues to evolve and Clyde would no longer want unused turbines to be in place (insurance companies for One Power do not allow non-working turbines to be in place).

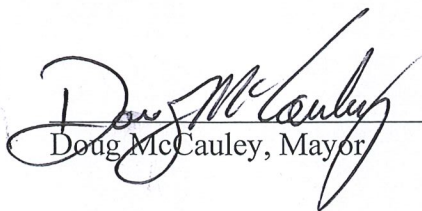
Mayor McCauley questioned the time of install for along the bike path, if this is approved (between six to eight weeks of boring, and likely two weeks of pulling and a week or two of clean-up; their intentions are to be off to the side of the bike path, with exceptions of crossings). What determines the depth of boring (there are twenty five different crossing of existing things, such as draining pipes, gas lines, etc.); for each one of those they would work with the company having an existing easement to come to an agreement for the boring depth for One Power; their preference is to be six feet down if there is nothing else there; One Power would be responsible for any damage caused during the boring).

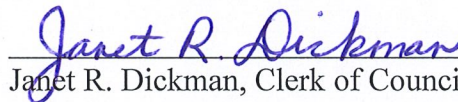
Eric Rich voiced his opposition to having these power lines along the bike path. Taxpayers paid for the bike path, not Whirlpool or One Power. Mr. Rich is a resident of York Township, not a resident of the City of Clyde.

Ms. Meek inquired about the grants used for the bike trail; is there any restrictions related to those grants (not that we could find). Mr. Selvey stated the bike trail was created by defunct railroad easements that had reverted back to the public, a little bit of privately purchased areas and were patched together to create the bike trail. A title search was paid for by One Power and it found that the City owns the areas within the City limits, with other areas of the bike path governed by the county Park District. It was confirmed discussions have not been held yet with the Park District; it was deemed appropriate to begin with discussions with the City. It was a very large survey project to determine ownership of the bike path.

ADJOURNMENT:

Mayor McCauley, and with Council member agreement, announced the meeting was adjourned at 7:44 p.m.


Doug McCauley, Mayor


Janet R. Dickman, Clerk of Council

CITY OF CLYDE

COUNCIL MEETING

Date: Tuesday, May 27, 2025

Work Session

Visitors – PLEASE SIGN IN:

1. Bin Brown
2. Jerene Kent
3. Carly Good
4. Chad Parks
5. Joe Hoppe
6. John Courtney
7. Lisa Fay
8. Martin Shelley
9. Ken Rich
10. Harold Mendenhall
11. _____
12. _____
13. _____
14. _____
15. _____