

CITY OF HUDSON, OHIO

2027 WASTE HEAT ENERGY SCHEDULE

AMP Contract No. 2027-011392-SCHED

A Schedule to

American Municipal Power, Inc.

and

CITY OF HUDSON, OHIO

Master Service Agreement No. C-11-2005-4423

WHEREAS, the City of Hudson, Ohio ("Municipality") and American Municipal Power, Inc., ("AMP") have entered into a Master Services Agreement ("MSA") under which certain services may be provided, pursuant to schedules entered into between Municipality and AMP; and

WHEREAS, AMP will enter into Tallgrass Waste Heat Energy Power Purchase Agreements with Tallgrass Muskingum Community Power, LLC and Tallgrass Columbus Community Power, LLC (collectively, "Tallgrass") (the "Waste Heat Power Agreements") whereby AMP will purchase up to approximately 22.74 megawatts ("MW") of capacity and associated energy for a period of sixteen (16) years with an option for an additional five (5) year extended term, pursuant to the terms and conditions set forth therein; and

WHEREAS, the Waste Heat Power Agreements provide, among other things, an opportunity for the Municipality to receive from AMP capacity, energy and Environmental Attributes (as defined therein) from the waste heat electricity facilities located in Pickaway County, Ohio and Muskingum County, Ohio through this schedule to the MSA (the "2027 Waste Heat Energy Schedule").

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth in this Agreement, the Parties agree as follows.

SECTION 1 - TERM

The term of this 2027 Waste Heat Energy Schedule shall be coterminous with the Waste Heat Power Agreement as defined therein; provided, however, that Municipality may extend the term for one additional five year period (the "Extended Term") with approval from Municipality's Authorized Representative, and further provided that Municipality's obligation to purchase and AMP's obligation to deliver capacity, energy and Environmental Attributes pursuant to this 2027 Waste Heat Energy Schedule are both contingent on the performance of Tallgrass pursuant to the Waste Heat Power Agreements.

SECTION 2 - SERVICES

AMP agrees to procure as Seller, pursuant to (and its obligations hereunder are specifically dependent upon) the Waste Heat Power Agreements, output up to approximately 22.74 MW of capacity, associated energy in megawatt-hours ("MWh"), and the Environmental Attributes for the benefit of participating Municipalities, including Municipality (the "Contract Amount"). Municipality agrees to take and pay for such capacity, energy and Environmental Attributes on a *pro rata* basis where and as available pursuant to the Waste Heat Power Agreements. Such *pro rata* amounts to be determined by multiplying the Municipality's percentage Contract Amount, as set forth on Exhibit B hereto, times the actual capacity and energy available from time to time under the Waste Heat Power Agreements.

SECTION 3 - DELIVERY POINT

The Delivery Point for this 2027 Waste Heat Energy Schedule shall be the "Delivery Point" as defined in the Waste Heat Power Agreements, which is the point(s) where project power is delivered into AEP's transmission system at 138 kV, unless the same is modified in writing by the Parties. There may also be a Secondary Delivery Point, or Points of Delivery. Municipality may change the Secondary Delivery Point(s) set forth on Exhibit D with AMP's consent, such consent not to be unreasonably withheld, provided that transmission to any modified Secondary Delivery Point shall be pursuant to appropriate Federal Energy Regulatory Commission ("FERC") tariffs at Municipality's expense, including the costs of any/all required ancillary services.

SECTION 4 - SCHEDULING

A. AMP shall cooperate with the Municipality to schedule the capacity and energy to a Secondary Delivery Point as set forth in Exhibit D.

B. Notwithstanding any other provision of this 2027 Waste Heat Energy Schedule and the MSA, Municipality shall, when available, take and pay for the Waste Heat-generated capacity, energy and Environmental Attributes.

SECTION 5 - DEPENDENCE ON WASTE HEAT POWER AGREEMENT

Municipality recognizes that AMP's ability to supply Waste Heat-generated capacity, energy and Environmental Attributes under this 2027 Waste Heat Energy Schedule is dependent upon AMP's ability to arrange for the same pursuant to the Waste Heat Power Agreements. Additionally, Municipality recognizes that AMP entered into the Waste Heat Power Agreements primarily for the benefit of Municipality and the other Members of AMP and that AMP, pursuant to the Waste Heat Power Agreements, has certain rights as well as certain obligations. Accordingly, Municipality agrees to cooperate with AMP in such a manner as to facilitate AMP's performance of its obligations thereunder and releases AMP from any liability due to Tallgrass's failure to perform.

SECTION 6 - RATES, CHARGES AND BILLING

A. Capacity, energy and Environmental Attributes made available pursuant to this 2027 Waste Heat Energy Schedule shall be charged at the base rates specified in the Waste Heat Power Agreements for the term of the Waste Heat Power Agreements as shown on Exhibit A and the costs set forth in Sections 6 (B) and (C) hereof, and the Capacity and Energy Rate Schedules as the same may be modified by AMP from time to time and pursuant to the billing provisions herein and in the MSA;

B. The net of the following costs shall be included as a component of a uniform rate adjustment to be charged hereunder for energy delivered or made available to Municipality: any ancillary service, congestion and marginal loss charges by PJM Interconnection, L.L.C. ("PJM") or any other applicable Regional Transmission Organization ("RTO"), an appropriate allocation of AMP's energy control center, metering and other common costs of AMP reasonably allocable to the Waste Heat Power Agreement in the rates set forth on Exhibit A ("Rate Adjustment"). This creates a Project Energy Rate for the 2027 Waste Heat Energy Schedule consisting of the charges in Exhibit A as adjusted as set forth in this Section 6 (see Exhibit E – Example Project Energy Rate Calculation). The Municipality shall also be responsible for any additional ancillary service, congestion or marginal loss charges to its Secondary Delivery Point.

C. In addition to the other compensation to be paid to AMP pursuant to this 2027 Waste Heat Energy Schedule, Municipality shall also pay the AMP Energy Control Center Charge and the Service Fee B specified in the MSA (currently at a rate of \$0.00058 / kWh for Service Fee B).

D. If AMP, pursuant to the Waste Heat Power Agreement, must pay any Capacity Performance penalties received by PJM that are attributed to the Waste Heat Gas Electric Facilities (as defined in the Waste Heat Power Agreements), AMP shall pass the cost of such penalty through to Municipality and Municipality shall pay such penalty on a *pro rata* basis. Municipality's *pro rata* amount due shall be determined by multiplying the Municipality's percentage Contract Amount times the actual penalty amount for which AMP is responsible.

If AMP, pursuant to the Waste Heat Power Agreements, receives any Capacity Performance bonuses received by PJM that are attributed to the Waste Heat Gas Electric Facilities, AMP shall pass the bonus through to Municipality on a *pro rata* basis. Municipality's *pro rata* share shall be determined by multiplying the Municipality's percentage Contract Amount times the actual bonus amount received by AMP.

SECTION 7 – INSTALLED CAPACITY CREDIT

Municipality will receive a pro-rata share of the net available Installed Capacity/RPM credits/charges (if any) from PJM.

SECTION 8 –ENVIRONMENTAL ATTRIBUTES

All Environmental Attributes available to AMP under the Waste Heat Power Agreement **will** be monetized by AMP at Municipality's direction and credited *pro rata*, to the Municipality. Such *pro rata* amounts to be determined by multiplying the Municipality's percentage Contract Amount times the actual Environmental Attributes available to AMP from time to time under the Waste Heat Power Agreements. Alternatively, in the event that Municipality wishes to represent the energy supplied hereunder as "renewable," at the written direction of Municipality, AMP may directly credit or retire the Environmental Attributes upon Municipality's direction through submission of the form in Exhibit C. Municipality may change its election at any point during the Term by providing written notice to AMP through the form in Exhibit C.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties understand and agree to the terms and conditions contained herein and agree to be bound thereby.

CITY OF HUDSON, OHIO

BY: _____

NAME: _____

TITLE: _____

DATE: _____

APPROVED AS TO FORM:

BY: _____

Municipality's Legal Counsel

AMERICAN MUNICIPAL POWER, INC.

BY: _____

Jolene M. Thompson
President/CEO

DATE: _____

APPROVED AS TO FORM:

BY: _____

Lisa G. McAlister
SVP and General Counsel

EXHIBIT A

RATE SCHEDULE for WASTE HEAT ENERGY*

Contract Price*:

2027:	\$59.50 / MWh
2028:	\$60.69 / MWh
2029:	\$61.90 / MWh
2030:	\$63.14 / MWh
2031:	\$64.40 / MWh
2032:	\$65.69 / MWh
2033:	\$67.00 / MWh
2034:	\$68.34 / MWh
2035:	\$69.71 / MWh
2036:	\$71/10 / MWh
2037:	\$72.53 / MWh
2038:	\$73.98 / MWh
2039:	\$75.46 / MWh
2040:	\$76.96 / MWh
2041:	\$78.50 / MWh
2042:	\$79.99 / MWh

*Reflects only those amounts that AMP will pay to Tallgrass. Service fees, or other applicable charges will have to be supplied and added.

EXHIBIT B

Capacity Schedule

	<u>kW</u>	<u>%</u>
Amount Of Total Capacity Under Waste Heat Agreements	22,740	100%
Contract Amount Of Municipality's Capacity	XXXX	XX%

EXHIBIT C

Environmental Attributes

Form is needed to be completed in the event of a change in the Municipality's election. In the event that a form is not submitted, then AMP will sell Municipality's pro-rata share of Environmental Attributes and return proceeds of sale to Municipality.

For the years 2027 through 2042 plus any Extended Term, Municipality elects the following actions be taken in regard of the Municipality's pro-rata share of Environmental Attributes available under the Waste Heat Power Agreement:

_____ For the period _____ Municipality requests that AMP credit Municipality's pro-rata share of Environmental Attributes to Municipality's PJM GATS account.

_____ For the period _____ Municipality requests that AMP sell Municipality's pro-rata share of Environmental Attributes and return proceeds of sale to Municipality.

CITY OF HUDSON, OHIO

SIGNED BY: _____

DATE: _____

EXHIBIT D
SECONDARY DELIVERY POINTS

[TO COME]

EXHIBIT E

EXAMPLE 2027 WASTE HEAT SCHEDULE RATE CALCULATION

2027 Example Rate

Base Energy, Capacity and Environmental Attributes Rate = \$59.50 / MWh

PJM Operating Reserves = \$0.10 / MWh (estimated)

AMP Energy Control Center charge = \$0.65 / MWh (estimated)

Sale of RECs = (\$3.00 / MWh) (estimated)

PJM Installed Capacity credit = (\$11.80 / MWh) (estimated)

Final Project Energy Rate (example) - \$45.45 / MWh

Service Fee B = \$0.58 / MWh