



**Borough of Berlin  
700 North Street  
Berlin, PA 15530**

**Regular Council Meeting  
August 7, 2025 – 4:30 P.M.  
Approved and Official Minutes**

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The meeting was called to order by President Michael Lottig

Pledge of Allegiance to the American Flag was quoted.

**Council Attending:**

Michael Lottig – Present  
Clifford Horner – Present  
John Harding – Present  
Marshal Engleka – Absent  
Stephen Custer – Present  
Thomas Fisher – Present  
Michael Fogle - Present  
Mayor Joseph Krause - Present

Others Attending –Patrick Broderick, Jim Broderick, Judy Bird and Traci Horning, Executive Borough Secretary.

Motion by Stephen Custer seconded by Michael Fogle, to approve July 2, 2025, Regular Council Meeting. Ayes 6, Nays 0. Motion carried.

Motion by Clifford Horner, seconded by Thomas Fisher, to approve the Mayor and Police Department's Report for July 2025. Ayes 6, Nays 0. Motion carried.

Park and Planning

None.

Garbage

Ronald Beck at 421 South Street questioned the garbage that was picked up on August 4, 2025, as to why there were pictures being taken. There was a large amount of garbage that was collected that day. Reason for the large amount of garbage, there was a house fire on May 13, 2025, and Mr. Beck is purchasing all new items to replace what was destroyed by the fire in May. Mr. Beck asked if the extra fee would be waived due to having paid for garbage since May and was not living in his home due to the fire damage. He has paid for the garbage since May and has not had any garbage picked up.

Need to put on top of the bills that all garbage bags need to be tied tight. Currently having issues with garbage bags having maggots on the outside of bags and the bags not being tied tight.

#### Personnel and Finance

Motion by John Harding, seconded by Stephen Custer to approve the July 2025 bills. Ayes 6, Nays 0. Motion carried.

Motion by John Harding, seconded by Clifford Horner to approve the Treasurer's Report for June 2025. Ayes 6, Nays 0. Motion carried.

The council had a discussion on the Real Estate Tax Rate for 2026 for the Borough.

Security deposit for utilities was presented to the council and was tabled till a few questions are answered by the solicitor.

#### House

None.

#### Streets, Sidewalks, Storm Sewers

An ordinance requiring that no streets or roads of the Borough of Berlin be opened, excavated or cut by any person, firm, corporation, or utility without first securing a permit in accordance with the ordinance and regulations promulgated pursuant thereto – was discussed and tabled till the next meeting so the sidewalk committee can meet and discuss further and bring back to the council to decide.

Berlin Brethren Church land development plan was presented to council with concern of the amount stormwater that will be entered into the stormwater line. Judy Bird was present to represent the church with the concern of the Borough not allowing the church to tap into the stormwater lines. Will need to set a meeting up with the borough engineer to discuss the concern of the stormwater.

Scott Etris' plan revision for tax parcel #S05-017-040-00 & S05-021-040-00 was presented to the council.

David Wyant minor subdivision plan for tax parcel #S08-009-019-00 was presented to the council.

The Transportation Alternatives Set Aside (TASA) grant program is open and accepting applications. Set an appointment time with the engineer and discuss what options we can do under this.

The storm drain at the pharmacy is a concern with public safety. Need to see what all it will take to fix the storm drain. The storm drains at Meadow Street and Mulberry Street need to be looked at and determine what to raise them.

1134 Main Street concrete pad issue was discussed and Joe Krause, outside supervisor, is going to meet with the owner and discuss what can be done to fix the issue.

List of borough streets that need paved was discussed and will need to pick what streets council wants to pave by October meeting so the process can be started for spring paving.

#### Electric & Equipment

John Deere Backhoe has been having issues. A quote from Cleveland Brothers was presented to council for a Caterpillar 420 XE, compactor plate, and hammer in the amount of \$164,150 with a trade of the 2023 John Deere 310 in the amount of \$58,500 for a total of \$105,650. There is a 5-to-6-month lead time.

Ordinance 367 – 2027 Waste Heat Energy Schedule with American Municipal Power, Inc. for the sale of electric capacity and associated energy for the benefit of the customers.

Motion by Stephen Custer, seconded by Clifford Horner to approve Ordinance 367 The Form and Authorize the Execution of 2027 Waste Heat Energy Schedule With American Municipal Power, Inc and Taking of Other Actions In Connection Therewith. Ayes 6, Nays 0. Motion carried.

#### ***Pertaining to AMP Contract No. 2027-011403-SCHED***

### **BOROUGH OF BERLIN, PA, PENNSYLVANIA**

#### **ORDINANCE NO. 367**

#### **TO APPROVE THE FORM AND AUTHORIZE THE EXECUTION OF**

#### **2027 WASTE HEAT ENERGY SCHEDULE WITH**

#### **AMERICAN MUNICIPAL POWER, INC.**

#### **AND TAKING OF OTHER ACTIONS IN CONNECTION THEREWITH**

WHEREAS, the Borough of Berlin, PA, Pennsylvania (“Municipality”) owns and operates an electric utility system for the sale of electric capacity and associated energy for the benefit of its customers; and

WHEREAS, in order to satisfy the electric capacity and energy requirements of its electric utility system, Municipality has heretofore purchased, or desires to purchase in the future, economical, reliable and environmentally sound capacity and energy and related services from, or arranged by, American Municipal Power, Inc. (“AMP”), of which Municipality is a Member; and

WHEREAS, AMP is a nonprofit corporation, organized to own and operate facilities, or to provide otherwise, for the generation, transmission or distribution of electric capacity and energy, or any combination thereof, and to furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of AMP members (“Members”), such Members, including Municipality, being political subdivisions that operate, or whose members operate, municipal electric utility systems; and

WHEREAS, Municipality, acting individually, and through AMP with other political subdivisions of this and other states that own and operate electric utility systems jointly, endeavors to arrange for reliable, environmentally sound and reasonably priced supplies of electric capacity and energy and related services for ultimate delivery to its customers; and

WHEREAS, it is efficient and economical to act jointly in such regard; and

WHEREAS, Municipality has previously entered into a Master Services Agreement with AMP, AMP Contract No. C-1-2004-3925 (the "MSA"), which contemplates that Municipality may enter into various schedules for the provision of capacity and associated energy and related services from AMP to Municipality; and

WHEREAS, certain Members, including Municipality, have determined that they can utilize additional sources of reliable and economical wind-generated electric capacity and energy on a long-term basis, and have requested that AMP arrange for the same by acquiring interests through a purchased power agreement (PPA) in certain wind energy facilities; and

WHEREAS, in furtherance of this purpose, AMP has entered into purchase power agreements ("Waste Heat Power Agreements") with Tallgrass Muskingum Community Power, LLC and Tallgrass Columbus Community Power, LLC, ("Tallgrass") under the terms of which AMP will purchase and Developer will supply and sell up to 22.74 MWac of capacity and associated energy and environmental attributes from the Waste Heat Energy generation projects located in PJM footprint; and

WHEREAS, it is necessary and desirable for Municipality to enter into a schedule to the MSA to provide for an additional source of capacity, energy and environmental attributes; and

WHEREAS, through approval and execution of the 2027 Waste Heat Energy Schedule authorized below, Members now have the right, but not the obligation, to authorize and request AMP to acquire capacity and energy through the Waste Heat Power Agreements; and

WHEREAS, prior to the adoption of this Ordinance AMP has (i) informed Municipality of the terms of the 2027 Waste Heat Energy Schedule; (ii) provided Municipality the opportunity to review the anticipated form of the Waste Heat Power Agreements; and (iii) offered representatives of Municipality the opportunity to ask such questions, review data and reports, conduct inspections and otherwise perform such investigations with respect to, as applicable, the acquisition of capacity and energy and the terms and conditions of the 2027 Waste Heat Energy Schedule authorized below as Municipality deems necessary or appropriate in connection herewith; and

WHEREAS, Municipality requests and authorizes AMP to explore an arrangement whereby AMP may prepay all or a portion of AMP's obligations to purchase

energy, capacity and environmental attributes at some point during the term of the Waste Heat Power Agreements and finance the prepayment on behalf of Municipality through the issuance of bonds by AMP in order to achieve additional savings on the capacity, energy and environmental attributes derived from the Waste Heat Power Agreements that AMP can pass through to Municipality ("Prepay Agreement") subject to the additional requirements set forth in the 2027 Waste Heat Energy Schedule.

WHEREAS, after due consideration, Municipality has determined it is reasonable and in its best interests to proceed as authorized herein below and requests and authorizes AMP to acquire capacity and energy from the Developer upon the terms and conditions set forth in the Waste Heat Power Agreements.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE BOROUGH OF BERLIN, PA, PENNSYLVANIA:

SECTION 1. That the 2027 Waste Heat Energy Schedule between Municipality and AMP, substantially in the form attached hereto or on file with the Clerk, including Exhibits thereto, is approved, and the Authorized Representative of Municipality, identified below, is hereby authorized to execute and deliver the 2027 Waste Heat Energy Schedule with such changes as the Authorized Representative may approve as neither inconsistent with this Ordinance nor materially detrimental to the Municipality, his or her execution of the 2027 Waste Heat Energy Schedule to be conclusive evidence of such approval. For purposes of this Ordinance, Municipality's Authorized Representative is: Michael Lottig.

SECTION 2. That the Authorized Representative is hereby authorized to (i) acquire under the 2027 Waste Heat Energy Schedule, authorized above, a Contract Amount as defined in that Schedule of up to 0.5 MW, without bid; and (ii) authorize Municipality to extend the term of the 2027 Waste Heat Energy Schedule for an extended five year period; and (iii) elect whether Environmental Attributes will be credited to Municipality's PJM GATS account or sold with the proceeds returned to Municipality; and, (iv) make any determinations and approvals required thereunder, if any, as the Authorized Representative shall deem necessary and advisable.

SECTION 3. If any section, subsection, paragraph, clause or provision or any part thereof of this Ordinance shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Ordinance shall be unaffected by such adjudication and all the remaining provisions of this Ordinance 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 Ordinance shall take effect at the earliest date allowed by law.

SECTION 5. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in conformance with applicable open meetings laws and that all deliberations of this Council and of any committees that resulted in those formal actions were in compliance with all legal requirements including any applicable open meetings requirements.

6. Pursuant to 53. P.S. § 47402-A and 53. P.S. § 47505-A, competitive bidding is not required for Municipality's purchase of capacity and associated energy and environmental attributes through the Blue Creek Wind Schedule.

4882-3687-7711, v. 1

EFFECTIVE DATE

This Ordinance shall become effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST

BERLIN BOROUGH

\_\_\_\_\_  
Traci Horning, Executive Secretary

\_\_\_\_\_  
Michael Lottig, President

APPROVED BY THE BERLIN BOROUGH MAYOR

\_\_\_\_\_  
Joseph Krause

Motion by John Harding, seconded by Thomas Fisher to approve the 2027 Waste Heat Energy Schedule AMP Contract No. 2027-011403-SCHED A Schedule to American Municipal Power, Inc. and Borough of Berlin, PA Pennsylvania Master Service Agreement No. C-1-2004-3925. Ayes 6, Nays 0. Motion carried.

BOROUGH OF BERLIN, PA, PENNSYLVANIA  
2027 WASTE HEAT ENERGY SCHEDULE  
AMP Contract No. 2027-011403-SCHED  
A Schedule to  
American Municipal Power, Inc.  
and  
BOROUGH OF BERLIN, PA, PENNSYLVANIA  
Master Service Agreement No. C-1-2004-3925

WHEREAS, the Borough of Berlin, PA, Pennsylvania ("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).

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.

BOROUGH OF BERLIN, PA,  
PENNSYLVANIA

AMERICAN MUNICIPAL POWER, INC

BY: \_\_\_\_\_

By: \_\_\_\_\_

NAME: \_\_\_\_\_

Jolene M. Thompson, President/CEO

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Municipality's Legal Counsel

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

	kW	%
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.

BOROUGH OF BERLIN, PA, PENNSYLVANIA

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

Motion by John Harding, seconded by Clifford Horner to approve the TALLGRASS COLUMBUS COMMUNITY POWER LLC POWER PURCHASE AGREEMENT. Ayes 6, Nays 0. Motion carried.

#### **TALLGRASS COLUMBUS COMMUNITY POWER, LLC POWER PURCHASE AGREEMENT**

This Power Purchase Agreement, with an effective date of May 22, 2025, is between, Tallgrass Columbus Community Power, LLC (“Seller”), a Delaware limited liability company, and American Municipal Power, Inc. (“Buyer”), an Ohio nonprofit corporation (each, a “Party” and collectively, the “Parties”).

#### **WITNESSETH**

WHEREAS, Seller is engaged in the development, operation and sale of electric energy produced by a waste heat to power electric generation facility;

WHEREAS, Buyer is a non-profit corporation organized and existing under the laws of the State of Ohio and owns and operates facilities or otherwise arranges for the generation and transmission of electric capacity and energy, and furnishes power supply and other related services on a cooperative nonprofit basis for the mutual benefit of its Members as defined herein; and

WHEREAS, The Parties desire to establish terms and conditions upon which Seller has agreed to sell and supply, and Buyer has agreed to buy and take delivery of, the electric

energy, capacity and the Environmental Attributes (as defined below) produced by the waste heat to power facility located at 1472 Ett Noecker Road, Ashville, OH 43103.

NOW THEREFORE, Seller and Buyer agree:

## **ARTICLE 1 DEFINITIONS**

1.1. Agreement means this Tallgrass Columbus Community Power, LLC Power Purchase Agreement.

1.2. Business Day means any day other than Saturday, Sunday or a day on which the Federal Reserve Bank is authorized or required to be closed.

1.3. Buyer Condition Precedent shall have the meaning set forth in Article 5.1.

1.4. Capacity means 12.9 MW.

1.5. Capacity Credits means the capacity attributes of the Facility in connection with PJM (or PJM's successor).

1.6. Commercial Operation Date means the date, if such date should occur, that (i) Seller has obtained all governmental approvals and permits for the commercial operation of the Facility, (ii) the interconnection facilities necessary to allow Seller to deliver the Electric Energy to the Delivery Point have been placed into service, and (iii) the Facility has been placed into service.

1.7. Contract Price means the price at which Seller agrees to sell and Buyer agrees to buy Electric Energy, Capacity and Environmental Attributes pursuant to this Agreement, as specified on Exhibit A of this Agreement.

1.8. Credit Support means cash or the reasonable equivalent to cash, a surety bond, or a letter of credit from a bank reasonably acceptable to the Party receiving the Credit Support.

1.9. Delivery Point means the point where the distribution system wheeling the Facility's Products interconnects with the transmission system of PJM. Energy shall be delivered by Seller to Buyer at the PJM LMP Node listed in Exhibit B. 1

1.10. Effective Date means May 22, 2025.

1.11. Electric Energy means the electric energy expressed in MWhs (or kWhs) of the character that passes through transformers and transmission wires where it eventually becomes alternating current, sixty (60) hertz electric energy delivered at nominal voltage.

1.12. Environmental Attributes means environmental characteristics that are attributable to the Electric Energy produced by the Facility, including: environmental attributes, or credits; credits towards achieving local, national or international renewable portfolio

standards; green tags; renewable energy credits; greenhouse gas or emissions reductions, credits, offsets, allowances or benefits; actual SO<sub>2</sub>, NO<sub>x</sub>, CO<sub>2</sub>, CO, Carbon, VOC, PM<sub>10</sub>, mercury, and other emissions avoided; and any and all other green energy or other environmental benefits associated with the generation of Electric Energy from the Facility. Such Environmental Attributes shall be expressed in megawatt hours (MWh) or, as applicable in the case of emissions credits, in tonne equivalent or other allowance measurement. Environmental Attributes do not include Tax Benefits or Electric Energy. As used herein, "Environmental Attributes" shall mean all Environmental Attributes, if any, existing as of the Effective Date or in the future during the term of this Agreement pursuant to any applicable law, regulation, voluntary regime, or otherwise, and that may be conveyed, and measured, verified or calculated, resulting from the Electric Energy generated by the Facility.

1.13. Extended Term shall have the meaning set forth in Article 3.1.

1.14. Facility means the waste heat to power project located at 1472 Ett Noecker Road, Ashville, Ohio.

1.15. Force Majeure means an earthquake, storm, lightning, flood, tsunami, backwater caused by flood, fire, explosion, act of the public enemy, epidemic, interruption of firm transmission or distribution system services relied upon and without a reasonable source of substitution to make deliveries hereunder, acts of God, war, riot, civil disturbances, strike, labor disturbances, labor or material shortage, national emergency, restraint by court order or other public authority or governmental agency, the denial, suspension, expiration or termination or delay in obtaining any permit required in order to construct or operate the Facility, or any related site, the adoption of any change in any federal, state or local law, permit, license or approval applicable to the Facility or any related site, or the imposition of any material conditions on the issuance or renewal of any permit, license or approval that materially adversely affects the operation of the Facility or other similar causes beyond the control of the Party affected which causes such Party could not have avoided by exercise of due diligence and reasonable care. Nothing contained herein shall be construed to require a Party to settle any strike, lockout, work stoppage or other industrial disturbance or dispute in which it may be involved or to take an appeal from any judicial, regulatory or administrative action.

1.16. GCOD is defined in Article 3.2.

1.17. GCOD Damage Cap means two million dollars (\$2,000,000).

1.18. Interest Rate means, for any date, the lesser of (a) the per annum rate of interest equal to the prime lending rate as may from time to time be published in The Wall Street Journal under "Money Rates" on such day (or if not published on such day on the most recent preceding day on which it is published), plus two percent (2%) and (b) the maximum rate permitted by applicable law.

1.19. Initial Term shall have the meaning set forth in Article 3.1.

1.20. Investment Grade means a rating by Moody's at or above Baa3, a rating by S&P at or above BBB-, or a rating by Fitch at or above BB-.

1.21. Maximum Contract Quantity shall be 12,900 kW.

1.22. Member(s) means any of the municipal utilities that are Buyer's members and that purchase wholesale energy from Buyer.

1.23. Metering Equipment shall have the meaning set forth in Article 6.1 hereof.

1.24. PJM means PJM Interconnection LLC, a regional transmission organization.

1.25. Products means the Electric Energy, Capacity, ancillary services, and Environmental Attributes.

1.26. Protective Equipment shall have the meaning set forth in Article 8.2 hereof.

1.27. Prudent Industry Practice means any of the practices, methods and acts engaged in or approved by, with respect to Buyer, a significant portion of the electric utility industry and, with respect to Seller, a significant portion of the developers and operators of renewable energy generating facilities, during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Industry Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

1.28. Replacement Energy means Electric Energy in an amount not to exceed the Capacity in one hour.

1.29. Seller Conditions Precedent shall have the meaning set forth in Article 5.1.

1.30. Seller Credit Entity means Tallgrass Energy Partners, LP.

1.31. Tax Benefits means credits against income or other taxes based on the tax basis in any portion of the Facility or energy production from any portion of the Facility, as well as any other tax benefits or other similar financial incentives, whether federal, state or otherwise, resulting from construction, ownership, operation, maintenance or other use of the Facility, including the Investment Tax Credit, Production Tax Credit, the Clean Electricity Production Credit set forth in 26 USC § 45Y and similar tax credits, depreciation deductions, and grants similar to those provided in Section 1603 of the American Recovery and Reinvestment Act of 2009.

1.32. Term shall have the meaning set forth in Article 3.1.

**ARTICLE 2**  
**TRANSMISSION SERVICE AND COSTS, CHARGES AND EXPENSES**

2.1. Dependence on Member Agreements. (a) The Parties acknowledge and agree that Buyer intends to resell the Electric Energy purchased pursuant to this Agreement to its Members under similar terms and conditions, provided, however, Buyer will not assign this Agreement to its Members. (b) Nothing in this Agreement shall create any obligation for Seller to develop and construct any Facility or to sell any minimum quantity of Electric Energy or Environmental Attributes to Buyer hereunder.

2.2. Transmission Service. Seller shall be responsible for making arrangements for transmitting the Electric Energy to the Delivery Point, and Buyer shall be responsible for making arrangements to accept the Electric Energy at the Delivery Point and to transmit the Electric Energy from the Delivery Point to the location of any subsequent use of the Electric Energy after the Delivery Point.

2.3. Costs, Charges and Expenses. Seller shall be responsible for any and all costs, charges and expenses including any taxes or fees imposed on, or associated with, the delivery of the Electric Energy and transmission and/or distribution service up to and including the Delivery Point. Buyer shall be responsible for any and all costs, charges, and expenses imposed on, or associated with, the Electric Energy and transmission service from and after the Delivery Point.

**ARTICLE 3**  
**TERM**

3.1. Term. The term of this Agreement shall commence on the Effective Date and continue through December 31, 2042 (the "Initial Term"). Buyer shall have the right to extend the Initial Term by one additional five (5) year period (the "Extended Term" and together with the Initial Term the "Term") by giving Seller notice in writing not less than three hundred sixty-five (365) days before the end of the Initial Term.

3.2. Guaranteed Commercial Operation Date. If the Commercial Operation Date does not occur prior to June 2, 2028, as such date may be extended pursuant to this Section 3.2, (the "GCOD"), Buyer or Seller shall have the right to terminate this Agreement. Upon termination pursuant to this Section 3.2, each Party shall be relieved of any further obligations hereunder and neither Party shall have any liability to the other except as set forth in Section 9.3. The GCOD shall be extended on a day for day basis in the event (i) of Force Majeure, (ii) of an extension, pursuant to Section 5.1, of the timeframe to satisfy or waive the Condition Precedent, (iii) of a delay caused by supply chain delays or labor shortages, but only to the extent not caused by Seller's fault or failure to exercise reasonable diligence, and (iv) the Wholesale Market Participant Agreement between Seller and PJM is not executed, but only to the extent not caused by Seller's fault or failure to exercise reasonable diligence.

## **ARTICLE 4 SCHEDULING**

4.1 (a) Energy Scheduling. Buyer shall be responsible for scheduling of the Electric Energy into PJM, provided that Seller will be required to use commercially reasonable efforts to provide to Buyer a projected hourly output schedule for all Electric Energy to be made available at the Delivery Point for the next day by 10:00 am EPT each day, or such greater advance notice as reasonably required by the applicable RTO system operator. The forecast of expected Electric Energy deliveries shall be made by Seller in good faith and based on information available to it at such time, but in no event shall such forecast be binding on Seller nor shall Seller be liable for any inaccuracies in such forecast. In no event shall Buyer have any liability for any inaccuracies, omissions, or failures to identify and report required outage information.

(b) Seller must take commercially reasonable efforts to schedule planned maintenance outages in order to minimize the likelihood that outages occur during PJM peak load periods or PJM Performance Assessment Hours (as defined in the PJM open access transmission tariff). Seller must cooperate with Buyer by providing Buyer projected maintenance outage schedules as plans are developed.

(c) Seller must provide Buyer at least 30 days' notice before decommissioning the Facility. Seller is solely responsible for payment of any PJM penalties as a result of (i) Seller's decommissioning of the Facility without 30 days' notice, or (ii) such other reckless, willful or wanton actions that interrupt the generation of Electric Energy, where such removal or actions are not consistent with Prudent Industry Practice.

## **ARTICLE 5 PURCHASE AND SALE AND CREDIT**

5.1 Conditions Precedent. The obligations and agreements of Buyer in this Agreement are subject to Buyer entering into binding agreements with one or more of its Members to purchase the Electric Energy from Buyer, as set forth in Article 2.1 (the "Buyer Condition Precedent"). The obligations and agreements of Seller in this Agreement are subject to: (i) Seller finalizing definitive agreements for the design, engineering, construction and procurement of equipment necessary for the Facility and (ii) Seller obtaining all Board of Director and/or management approval(s) that Seller deems necessary, in its sole discretion, to fulfill its obligations under this Agreement (the "Seller Conditions Precedent"). If Buyer has not satisfied or waived the Buyer Condition Precedent or Seller has not satisfied or waived the Seller Conditions Precedent within one hundred twenty (120) days from the Effective Date, or such longer period of time as the Parties mutual agree to, Seller or Buyer may terminate this Agreement. Upon termination of this Agreement pursuant to this Section 5.1, each Party shall be relieved of any further obligations hereunder.

5.2 Obligation to Purchase and Sell. Buyer shall purchase from Seller and pay for, and Seller shall sell to Buyer, all of the Electric Energy, Capacity and Environmental Attributes generated by the Facility and delivered to the Delivery Point, up to the Maximum Contract Quantity, in accordance with this Agreement at the Contract Price specified in Exhibit A.

The Parties acknowledge that the Facility is an intermittent resource and will not produce any guaranteed minimum level of Electric Energy.

5.3 Excess Energy Purchase. For any Electrical Energy delivered to the Delivery Point in any hour in excess of Maximum Contract Quantity, Buyer will pay Seller a price per MWh in accordance with this Agreement at the Excess Energy Rates specified in Exhibit A.

5.4 Environmental Attributes. Seller shall submit an application to register the Facility as a renewable energy generating resource in Ohio; provided, however, if the application is not accepted this Agreement shall remain in full force and effect, and the Parties shall work together to agree to a mutually acceptable alternative to the Ohio renewable energy credit program. Seller shall deliver to Buyer clear and unencumbered title to one hundred percent (100%) of the Environmental Attributes produced by Facility during the Term. The Parties shall timely prepare and execute all documents and shall take all reasonable actions necessary to cause the Environmental Attributes to be delivered in accordance with this Agreement and to vest in the Parties as set out in this Agreement without further compensation, including signing attestation or verification forms reasonably required in order to use, transfer, sell or deal with Environmental Attributes. Seller shall deliver the Environmental Attributes to Buyer by transferring the Environmental Attributes to a PJM-EIS tracking account established and designated by Buyer. If in the future there is a major change in Environmental Attributes (like a change in the RIN markets) both parties would negotiate in good faith an amendment to the contract.

5.5 Installed Capacity. Buyer will have the rights to any PJM, (or PJM's successor's), Capacity Credits available in connection with the Capacity during the Term. In the event of retirement of the Facility prior to the completion of the Term, Seller is responsible for the bookout of Buyer's capacity position.

5.6 PJM Ancillary Services. Buyer's purchase of Products shall entitle Buyer to any and all value and benefits attributable to or associated with such purchase under the PJM Agreements, including any credits or reductions in charges or obligations for capacity, energy, transmission, ancillary services, operating reserves or other services, that result from or that are attributable to Buyer's receipt of Products into its system.

5.7 Credit. In the event Buyer's credit rating decreases below Investment Grade after the Effective Date, Buyer shall provide Seller with Credit Support in an amount equal to six (6) months multiplied by the Contract Rate multiplied by eight thousand nine hundred MWh per month. In the event the Seller Credit Entity's credit rating is below Investment Grade at the Commercial Operation Date, Seller shall provide Buyer with Credit Support in an amount equal to six (6) months multiplied by the Contract Rate multiplied by eight thousand nine hundred MWh per month.

## **ARTICLE 6 METERING EQUIPMENT**

6.1 Metering Equipment. Seller shall supply, install and maintain metering equipment ("Metering Equipment") suitable for metering the Electric Energy, pursuant to IEEE 1547 guidelines, at or as near as practical to the Facility. Acceptable meter shall be an ION

8600 manufactured by PML, SEL-735, or such other equipment as the Parties may agree from time to time. Seller shall provide Buyer the reasonable opportunity to be present at any time when such metering equipment is to be inspected, tested or adjusted.

Such Metering Equipment shall have a network interface for real time use by Buyer. Seller will install on the Metering Equipment Buyer provided custom programming and configuration. Seller shall be responsible for the maintenance of dedicated communication facilities. Seller shall be responsible for any fees paid for telephone or network access services required to provide Buyer a real time network interface.

6.2 Buyer's Meters. Buyer may install at its own cost, its metering equipment at or as near as practical to the Facility, provided that it does so in a manner that its metering equipment does not and will not interfere with the Metering Equipment.

6.3 Electric Energy Supplied. The quantity of Electric Energy to be paid for by Buyer will be equal to the quantity of Electric Energy received by Buyer at the Delivery Point measured by the Metering Equipment. If Metering Equipment is measured and found not to be accurate within the 2% tolerance, the Electric Energy to be paid for by Buyer will be measured or determined by (i) other metering equipment if such metering equipment has been proven accurate within two (2) percent; or (ii) if such other metering equipment has not been proven accurate beyond the tolerance referred to above when tested by Seller, or if Buyer has not installed meters, then the amount will be determined by negotiation between Buyer and Seller taking into account the Capacity of the Facility and the level of Electric Energy from the Facility in recent billing periods or other reasonable estimation techniques.

## **ARTICLE 7 PRICE, BILLING AND PAYMENTS AND RECORDS**

7.1 Price. Buyer shall pay Seller for all Electric Energy, Capacity and Environmental Attributes received at the Delivery Point pursuant to this Agreement at the Contract Rate set out in Exhibit A, Rate Schedule, which is attached hereto and incorporated into this Agreement by reference.

7.2 Billing. Unless otherwise agreed upon, the billing period for all purchases of Electric Energy under this Agreement shall be the calendar month. Seller shall cause to be prepared and transmitted to Buyer, an invoice showing the delivery to the Delivery Point of such Electric Energy during such billing period in such detail as may be needed for settlement under this Agreement.

7.3 Payments. All invoices under this Agreement shall be due and payable in accordance with the Party's invoice instructions by the later of the twentieth (20th) Day of each month, or the tenth (10th) Day after receipt of the invoice. If such day is not a Business Day, the Party shall make such payment on the next succeeding Business Day. Each Party will make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party. Any amounts not paid by the due date will be deemed delinquent and will accrue interest at the Interest Rate, such interest to be

calculated from and including the due date but excluding the date the delinquent amount is paid in full.

7.4 Billing Disputes. If either Party, in good faith, disputes an invoice, such Party shall, within the earlier of (i) the date payment is made in any amount less than the invoiced amount as a result of the paying Party disputing all or a portion of the invoiced amount and (ii) twelve (12) months after the receipt of the invoice, provide to the other Party a written explanation of the basis for the dispute, provided that payment of the undisputed portion of any such invoice shall be paid no later than the due date. To the extent any disputed amount is later determined to be properly due and payable, it will be paid within ten (10) days of such determination, together with interest accrued at the Interest Rate from the due date to the date payment is made, if made within ten (10) days of such determination, and if not paid within ten (10) days of such determination, together with interest accrued after such ten (10) day period to the date payment is made at the Interest Rate. To the extent credits are due to Buyer, interest at the Interest Rate calculated from the date of payment to the date of the credit shall be added to such credit.

7.5 Records. The Parties shall keep such records as may be needed to verify the accuracy of any statement, charge, or computation made or otherwise affecting this Agreement. The originals of all such records shall be retained by the Parties for a minimum of three years from the date of the receipt of the last affected invoice, and copies shall be delivered to the other Party to this Agreement upon request.

## **ARTICLE 8 RELATIVE RESPONSIBILITIES; FORCE MAJEURE**

8.1 Relative Responsibilities. Buyer assumes all responsibility for receipt and delivery of Electric Energy on the applicable system(s) from the Delivery Point. Seller assumes all responsibility for delivery of Electric Energy on the applicable system(s) to the Delivery Point. Neither Party assumes responsibility with respect to the construction, installation, maintenance or operation of the systems of the other Party in whole or in part. Neither Buyer nor Seller shall, in any event, be liable to the other for damage or injury to any person or property, whatsoever, arising, accruing or resulting from, in any manner, the receiving, transmission, control, use, application or distribution by the other Party of such Electric Energy except to the limited extent provided for in Article 9.2. Each Party shall use reasonable efforts to maintain its facilities in such condition as required by Prudent Industry Practice and shall take reasonable steps and precautions for maintaining the services agreed to be provided and received under this Agreement.

8.2 Protective Equipment. Each Party shall ensure that all of its facilities required for the purposes of this Agreement are protected by such devices and apparatus as would be installed in accordance with Prudent Industry Practices to prevent any personal injury or damage to property, to ensure the safety of such facilities and to prevent interruptions to services under this Agreement. Neither Party shall be liable to the other Party for any personal injury or damage to property which would have been prevented but for the failure of that other Party to install, operate and maintain its Protective Equipment in accordance with Prudent Industry Practices. Notwithstanding anything in this Agreement to the contrary, neither Party shall be liable to the other Party in any circumstances, for any loss

caused by or arising out of power surges, frequency or voltage variations, current imbalances, non-supply of Electric Energy, or the installation, operation or maintenance of the Facility.

### 8.3 Force Majeure.

(a) The obligations of either Party rendered unable to fulfill any of its obligations under this Agreement (other than to make payments due) by reason of Force Majeure, insofar as such obligations are affected by such Force Majeure, shall be suspended during the continuance thereof but no longer. The Party invoking the Force Majeure shall specifically state the full particulars of the Force Majeure and the time and date when the Force Majeure occurred. Notices given by telephone under this provision shall be confirmed in writing as soon as reasonably possible. Each Party shall use commercially reasonable efforts to provide the other Party with reasonable notice in the event of suspension of service and promptly shall take such action necessary to remove the Force Majeure and recommence service. When the Force Majeure ceases, the Party relying thereon shall promptly give notice thereof to the other Party.

(b) In the event that Buyer is unable to receive the Electric Energy at the Delivery Point due to Force Majeure, Seller shall be entitled to sell all or any portion of such Electric Energy to an entity other than Buyer for the duration of such Force Majeure; provided, however, that Seller must resume delivery of Electric Energy to Buyer within a reasonable period following its receipt from Buyer of notice that the Force Majeure affecting its performance has ended and Buyer is able to resume receipt of the Electric Energy.

## **ARTICLE 9 DEFAULT AND TERMINATION OF AGREEMENT**

9.1 Events of Default. The following occurrences shall constitute Events of Default hereunder:

(a) A Party fails to make when due any payment required under this Agreement (other than payments disputed in good faith) and such failure is not cured within ten (10) days after receipt of notice from the other Party of such failure;

(b) A Party fails to perform any material covenant or obligation set forth in this Agreement, other than the obligation to make a payment when due, if such failure is not cured within thirty (30) days after notice of the failure, which notice sets forth in reasonable detail the nature of the failure; provided however, if the failure is not reasonably capable of being cured within the thirty (30) day cure period specified above, the party will have such additional time as is reasonably necessary to cure the failure (but in no event longer than one hundred eighty (180) days), so long as the party promptly commences and diligently pursues the cure;

(c) A Party:

(i) makes an assignment for the benefit of its creditors;

(ii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy or similar law for

the protection of creditors, or has such petition filed against it and such petition is not withdrawn or dismissed for sixty (60) days after such filing;  
(iii) becomes insolvent; or  
(iv) is unable to pay its debts when due.

9.2 Remedies. Upon the occurrence of, and during the continuation of an Event of Default, the non-defaulting Party may terminate this Agreement by notice to the other Party, designating the date of termination and delivered to the defaulting Party no less than ten (10) days before such termination date. In addition to the right of termination and without regard to whether the non-defaulting Party elects to terminate the Agreement, all remedies at law and in equity shall be available to the non-defaulting party, subject to the limitation on damages set out in Article 9.3 hereof. In the event of termination pursuant to this Article 9.2, the non-defaulting Party shall be entitled to keep any Credit Support provided hereunder.

9.3 GCOD Damages. Seller achieving the Guaranteed Commercial Operation Date is essential for Buyer to meet its contractual duties to its Members. If Seller fails to achieve the GCOD and Buyer terminates pursuant to Section 3.2, Buyer may cover the breach by purchasing Replacement Energy from a third party and Seller shall pay Buyer the positive difference, if any, between the cost of the Replacement Energy and the Contract Price, up to the GCOD Damage Cap. Seller will not be responsible for paying the positive difference between the Replacement Energy and the Contract Price if the delay is due to any circumstances attributable to the Buyer (or any person or entity directly or indirectly controlled by Buyer, excluding the Seller) or when such delay has not resulted in any damage to the Buyer.

9.4 Limitation on Damages. Notwithstanding anything in this Agreement to the contrary, neither Party shall be liable to the other Party for consequential, incidental, punitive, exemplary or indirect damages, by statute, in tort or contract, under any indemnity provision or otherwise; provided, however, that to the extent that one Party is entitled to indemnification from the other Party as a result of a third party claim, any damages awarded to such third party (direct, indirect, consequential or otherwise) shall be deemed to be direct damages of the Indemnified Party for which the Indemnifying Party shall be liable. It is the intent of the Parties that the limitations herein imposed on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated hereunder constitute a reasonable approximation of the harm or loss.

9.5 Indemnification. Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party (the "Indemnified Party") from and against any liability, loss, cost, expense and damage because of injury or damage to persons or property resulting from, or arising out of the negligence or willful misconduct of the Indemnifying Party or its agents, servants or employees, in the use of the Indemnifying Party's facilities or the production or flow of Electric Energy by and through its facilities, except to the extent such injury or

damage results from the negligence or willful misconduct of the Indemnified Party, its agents, servants, or employees.

9.6 Responsibility for Compliance. Each Party shall be responsible for its own compliance with all applicable laws and regulations, including those relating to the environment, and each Party shall hold the other Party harmless from any liability, loss, cost or expense, including reasonable attorney's fees, arising out of its failure to comply with such laws and regulations; provided however, that Buyer is solely responsible for any and all Capacity Performance penalties (as defined in the PJM open access transmission tariff) incurred or bonuses received under the relevant PJM capacity market rules in effect for the applicable period that are attributed to the Facility during the Term of this Agreement.

## **ARTICLE 10 TAXES**

10.1 General. Each Party shall use reasonable efforts to implement the provisions of and to administer this Agreement in accordance with their intent to minimize taxes so long as no Party is materially adversely affected by such efforts. Each Party, upon written request of the other, shall provide a certificate of exemption or other reasonably satisfactory evidence of exemption if either Party is exempt from taxes, and shall use reasonable efforts to obtain and cooperate with obtaining any exemption from or reduction of tax.

10.2 Applicable Taxes. Seller shall be responsible for all applicable taxes in supplying Electric Energy to the Delivery Point(s). Buyer shall have responsibility for such taxes only to the extent that they are included in the Contract Price. Unless otherwise specified in this Agreement or applicable amendments hereto, Seller shall have no responsibility for taxes applicable to the Maximum Contract Quantity beyond the Delivery Point.

## **ARTICLE 11 WAIVERS**

11.1 Waivers. Any waiver at any time by any Party of its rights with respect to a default under this Agreement, or any other matter under this Agreement, shall not be deemed a waiver with respect to any subsequent default of the same or any other matter. Any delay, less than the statutory period of limitations, in asserting or enforcing any rights under this Agreement, shall not be deemed a waiver of such rights.

## **ARTICLE 12 ASSIGNMENT OF AGREEMENT**

12.1 Assignment of Agreement.

(a) This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the Parties. This Agreement shall not be assigned to a third person by a Party without the written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may, without the need for further consent, (a) transfer or assign this Agreement as security for loans or advances secured by a mortgage on all or substantially all of the assets of such Party or (b) transfer or assign this Agreement to any person succeeding to all or substantially all of

the assets of such Party utilized in connection with the performance of such Party's obligations under this Agreement, whether by merger or otherwise, so long as such person (x) shall, as a part of such succession, have assumed all of the obligations of the transferor under this Agreement and (y) has a credit rating equivalent to or greater than assignor. In addition, Seller may assign this Agreement to any affiliate without the consent of Buyer. Any assignment that requires the consent of the other party but which is made without the required consent shall be void and of no effect against the non consenting Party.

(b) In the event of a transfer or assignment of this Agreement as security interest by Seller to a financial institution or other secured lender of Seller or Facility, Buyer shall, at the request of Seller, provide such a financing party with the documentation that is normal for such assignments. Buyer's sole obligation is limited to the terms and conditions of this Agreement and attachments.

(c) Notwithstanding the foregoing, no assignment or transfer under this Agreement may be made that may adversely affect the tax status of the other Party or its financing without the prior written consent of the affected Party.

(d) Buyer may from time to time assign the right to receive all or a portion of the Electric Energy that would otherwise be delivered to Buyer hereunder. In connection with any such assignment, Buyer and Seller agree to execute an assignment agreement to be developed. For the avoidance of doubt, Buyer will remain responsible for all its obligations under this Agreement related to such assigned Electric Energy, including (i) the obligation to pay for such Electric Energy to the extent the assignee thereof does not do so and (ii) any damages associated with such assignee's failure to take any such Electric Energy.

## **ARTICLE 13 MISCELLANEOUS**

13.1 Prudent Industry Practices. The Parties shall discharge all obligations under this Agreement in accordance with Prudent Industry Practices.

13.2 Cooperation. The Parties shall work together cooperatively (a) to assist one another in procuring and maintaining all necessary approvals and consents for the development, construction and operation of Facility hereunder and (b) to reasonably consider such amendments hereto that may be required to facilitate Seller's financing of the Facility.

13.3 Computation of Time. In computing any period of time prescribed or allowed by this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall be excluded but the last day of such period shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next Business Day which is not a Saturday, Sunday, or legal holiday.

13.4 Article Headings Not To Affect Meaning. The descriptive headings of the Articles and paragraphs of this Agreement have been inserted for convenience only and shall not modify or restrict any of the terms and provisions thereof.

13.5 Severability. In the event that any of the terms, covenants, or conditions of this Agreement or the application of any such term, covenant, or condition shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants or conditions of this Agreement and their application; shall not be affected thereby, but shall remain in full force and effect unless a court holds that the provisions are not separable from all other provisions of this Agreement.

13.6 Amendments. This Agreement may be amended only by mutual agreement of the Parties, which amendment shall be in writing.

13.7 Notices Relating to Provisions of this Agreement. Any formal notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given or made if delivered (a) in person, on the day of delivery, (b) by e-mail to the email address set forth below, twenty-four (24) hours following delivery thereof, or (c) by either registered or certified mail, postage prepaid, on the third day, addressed to the following specified persons:

Seller: Tallgrass Columbus Community Power, LLC  
Address: 5956 Sherry Lane, Suite 6000 Dallas, TX 75225  
Email: Justin Campbell  
Attention: justin.campbell@tallgrass.com

With a copy to: Tallgrass Energy, LP  
Address: 370 Van Gordon Street Lakewood, CO 80228

Email: legal.notices@tallgrass.com  
Attention: Legal Department  
Buyer: American Municipal Power, Inc.  
Address: 1111 Schrock Road, Suite 100 Columbus, Ohio 43229  
Email: psullivan@amppartners.org  
Attention: Chief Operating Officer

With a copy to: American Municipal Power, Inc.  
Address: 1111 Schrock Road, Suite 100 Columbus, Ohio 43229  
Email: lmcaster@amppartners.org  
Attention: SVP and General Counsel for Regulatory Affairs

13.8 Change in Notice Recipient. Either Party may, from time to time, change such designated officer or the address thereof by giving written notice to the other Party. 1

3.9 Representations and Warranties. Except as otherwise provided below, on the Effective Date, Seller represents and warrants to Buyer, and Buyer represents and warrants to Seller, as follows:

(a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or incorporation and is in good standing and qualified to do business in each jurisdiction in order to be able to legally perform its obligations under this Agreement.

(b) It has all necessary corporate power and authority to execute, deliver and perform its obligations hereunder.

(c) Its execution, delivery and performance of this Agreement (i) has been duly authorized by all necessary company action, (ii) does not violate any of the terms or conditions of (x) its governing documents, (y) any contract to which it is a Party (or result in acceleration of any amounts owed or otherwise adversely affect its rights or obligations under such a contract) or (z) any applicable law currently in effect having applicability to such Party or its assets (subject to, in the case of Seller as the representing Party, obtaining any permits that are not yet required) and (iii) does not result in, or require, the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance of any nature (other than as may be contemplated by this Agreement) upon or with respect to any of the properties of such Party, in the case of each clauses (ii)(y), (ii)(z) and (iii), to the extent such violation or creation or imposition could reasonably be expected to have a material adverse effect on such Party's ability to perform its obligations under this Agreement or on the business, operations or financial condition of such Party.

(d) This Agreement has been validly executed and delivered on behalf of such Party and constitutes the legal, valid and binding obligation of such Party enforceable against such Party according to its terms, except as the enforceability of this Agreement may be limited by (i) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity whether considered in a proceeding in equity or at law.

(e) There is no pending or (to its knowledge) threatened action, suit, litigation, arbitration or administrative proceeding that could reasonably be expected to impede or limit such Party's ability to perform its obligations under this Agreement or on the business, operations or financial condition of such Party.

(f) It is sophisticated and experienced in matters relating to the subject of this Agreement (and has been advised by persons (other than the other Party) sophisticated and experienced in matters relating to the subject of this Agreement), is acting for its own account, has made its own independent decision to enter into this Agreement based on its own judgment that this Agreement is appropriate and proper for it, and it is not and will not be relying on any information or analyses provided by the other Party in so doing and is capable of assessing the merits of and understanding, and has assessed and understands and accepts, the terms, conditions and risks of entering into this Agreement.

## **ARTICLE 14 GENERAL PROVISIONS**

14.1 Complete Agreement. This Agreement (including the Exhibits incorporated herein and any subsequent amendments) shall constitute the full and complete agreement of the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous representations, statements, negotiations, understandings and inducements with respect to the subject matter hereof.

14.2 Forward Contract. The Parties acknowledge and agree that this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code.

14.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio as if fully performed within the State of Ohio.

14.4 Counterparts. This Agreement may be executed and delivered in counterparts, each of which shall for all purposes be treated as the original hereof and all of which shall constitute a single agreement.

14.5 Costs. Each party shall bear and is responsible for its own costs (including without limitation legal costs) in connection with the negotiation, preparation, execution, completion and carrying into effect of this Agreement.

14.6 Confidentiality. Except as otherwise provided herein, this Agreement, the terms set forth herein and all information disclosed by each Party to the other Party in connection with this Agreement and the negotiations preceding this Agreement are confidential and the Parties agree not to disclose such terms other than as set forth herein; provided that (a) each Party may disclose the terms hereof to its Affiliates and its and their respective officers, employees, agents, investors, lenders, accountants, attorneys and other advisors that have a bona fide need to know such information (collectively "Representatives"), (b) Seller may disclose the terms hereof to governmental entities having jurisdiction for the purposes of obtaining governmental authorizations; and (c) each Party may disclose such information, including the terms of this Agreement to the extent required to be disclosed pursuant to applicable laws (including securities laws of any jurisdiction and rules and regulations of any applicable stock exchange). Each Party shall be responsible for any breach of confidentiality by any of its Representatives. In the event that disclosure occurs pursuant to subsection (c) of this Article 14.6, the disclosing Party will use commercially reasonable efforts to obtain confidential or protected treatment of such information or limit the scope of disclosure to the extent practicable. In the event this Agreement is terminated pursuant to the terms and conditions hereof or otherwise by mutual agreement of the Parties, then this Article 14.6 shall survive for a period of two (2) years from the effective date of such termination.

14.7 Communications, Public Relations. Each party agrees to provide to the other, for prior approval, copies of any press releases, website articles and the like that relate to this Agreement. Notwithstanding anything in this Article 14.6 to the contrary, Seller shall be permitted to make public announcements or press releases regarding the Facility generally or other announcements regarding the Facility, without Buyer's consent, so long as such press releases and announcements do not include any statements or information regarding this Agreement or Buyer's identity as a purchaser of products from the Facility. The Parties also agree, to the extent necessary or convenient to mutually negotiate and agree on any consents or licenses regarding service marks, trademarks or copyrighted materials necessary to facilitate the provisions of this Article and the prior approvals referred to in this Article shall be deemed to constitute such consents for the limited purpose of the materials so approved.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers respectively, being hereunto duly authorized, to be effective as of the Effective Date.

Tallgrass Columbus Community Power, LLC

APPROVED AS TO FORM:

DocuSigned by:  
Justin Campbell

By: \_\_\_\_\_

By: \_\_\_\_\_

AMERICAN MUNICIPAL POWER, INC.

APPROVED AS TO FORM:

DocuSigned by:  
Pam Sullican

By: \_\_\_\_\_

By: \_\_\_\_\_

**EXHIBIT A**  
**RATE SCHEDULE**

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

**Excess Energy Rate:** Hourly Real Time LMP at the PJM AEP Dayton Hub.

**EXHIBIT B**  
**DELIVERY POINT LMP**

The Delivery Point pursuant to Section 1.9 shall be the

\_\_\_\_\_ LMP

\_\_\_\_\_ PJM PNode ID

When Wiedenhof Electric is called out to look at a resident for an electrical issue and the borough is not at fault for the issue the homeowner will be charged for the call if it is not an emergency, or it is an emergency call effective March 7, 2024. On the August 2025 invoice the following charges will need to be billed to the homeowner. 7/1/2025 remove power from property. 7/22/2025 trimmed trees for water authority. The residents will need to be billed for the call.

Issac Etris has a piece of property along Shady Lane and will need electricity. The council discussed and is ok with the connection of electricity to the property along Shady Lane.

#### Fire & Police

Police Coverage hours:

June 29 – July 5

FT hrs = 60 (W. Gonzalez 60)

July 6 - July 12

FT hrs = 60 (W. Gonzalez 60)

July 13 – July 19

FT hrs = 60 (W. Gonzalez 60)

July 20 – July 26

FT hrs = 60 (W. Gonzalez 60)

Received an application for the vacant full-time police officer position.

#### Other Information

Municipal Monthly Report/Inspections were given to the council.

Municipal Monthly Report/Permits was given to the council.

#### Municipal Authority Update

Vacant position has been filled by Brianna Hunt and started July 7, 2025.

#### Executive Session

At 6:28 P.M., John Harding made the motion, seconded by Clifford Horner for the council adjourned to executive session to review and discuss agency business which, if conducted in public, would violate a lawful privilege, or lead to the disclosure of information and confidentiality protected by law, including matters related to the initiation and conduct of investigations of possible or certain violations of the law and quasi-judicial deliberations. Ayes 6, Nays 0, Motion carried.

At 7:01 P.M. Thomas Fisher made the motion, seconded by Clifford Horner to have the council reconvened the regular meeting. Ayes 6, Nays 0. Motion carried.

#### Adjournment

At 7:02 P.M. a motion was made by Stephen Custer, seconded by Clifford Horner, to adjourn this meeting. Ayes 6, Nays 0. Motion carried.

Traci Horning

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Submitted By: Traci Horning, Executive Secretary