Village of Montpelier

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AGENDA NO. 16 - 2025
Agenda for Monday, August 25, 2025

Regular Meeting – 6:00pm
at the Montpelier Police Department

1. Call to Order
2. Roll call
3. Prayer
4. Pledge of Allegiance
5. Approve the Agenda for August 25, 2025 (Motion)
6. Approve the Minutes from August 11, 2025, Council Meeting (Motion)
7. Kelly Bigger to Discuss Harvest of Sweets on October 25, 2025
8. Comments from Audience
9. Comments from Council/Committee Reports
10. Approve 2026 Cruise-In Dates (Motion)
11. Ordinance 2283 Amending Chapter 371.14 Codified Ordinances Low-Speed Micromobility Devices (Second Reading)
12. Ordinance 2284 Tallgrass Power Purchase Agreement (Suspend and Pass)
13. Village Manager's Report
14. Adjourn

Village of Montpelier

VILLAGE OF MONTPELIER COUNCIL MEETING

MONTPELIER, OHIO **MONDAY, AUGUST 11, 2025**

Call to Order

Mayor Steve Yagelski called the Montpelier Village Council's regular meeting to order at 6:00 pm on Monday, August 11, 2025.

Roll Call

A roll call was conducted, and the following Council members were present: Mr. Kevin Motter, Mrs. Heather Freese, Mr. Chris Kannel, Ms. Melissa Ewers, Mr. Nathan Thomspon and Mr. Don Schlosser.

Moment of Silence/Pledge

Mayor Steve Yagelski offered a moment of silence, followed by those in attendance reciting the Pledge of Allegiance.

Agenda 08/11/2025

Mrs. Heather Freese moved, and Mr. Don Schlosser seconded a motion to approve the agenda for August 11, 2025. Vote on motion: All ayes

Minutes 07/28/2025

Mr. Kevin Motter moved, and Ms. Melissa Ewers seconded a motion to approve the minutes from the July 28, 2025, meeting. Vote on motion: All ayes

Approve July 2025 Financials

Mr. Don Schlosser moved, and Mrs. Heather Freese seconded a motion to approve the July 2025 Financials. Vote on motion: All ayes

Welcome

Mayor Steve Yagelski welcomed the media and the public to the meeting. And welcomed attendees to ask questions.

Council Comments

Mr. Chris Kannel extended an invitation to the council to attend the upcoming Cruise-In event on Tuesday. He noted that downtown businesses will remain open during the event, and food trucks will be available. He also commended the Street Department for their excellent work in keeping the downtown area clean and well-maintained.

Mr. Nathan Thompson expressed his appreciation to both the Water and Street Departments for their efforts in installing two new benches along the Iron Horse River Trail.

Ms. Melissa Ewers reported seeing surveyors working along the Wabash Cannonball Trail last week.

Ordinance 2283 – Updating 371.14 Low Speed Micromobility Devices

ORDINANCE NO. 2283

AN ORDINANCE AMENDING AND RESTATING CHAPTER 371.14 OF THE CODIFIED ORDINANCES OF THE VILLAGE OF MONTPELIER, OHIO REGARDING LOW-SPEED MICROMOBILITY DEVICES.

Jason Rockey presented council with Ordinance 2283. Ordinance 2283 addresses E-scooters inside the Village limits. Chief Dan McGee and Bob Bohmer worked on the ordinance together. Chief Dan McGee would like to have the first reading before school begins to make the public aware of the new requirements. Mrs. Heather Freese appreciated addressing the tandem riders. Mr. Kevin Motter asked about riding on State Routes. Bob Bohmer stated the e-scooters would be treated as a bicycle and would need to be on the sidewalk.

Ordinance 2283 – First Reading

Mr. Kevin Motter moved, and Ms. Melissa Ewers seconded a motion to give Ordinance 2283 a first reading. Vote on motion, all ayes

Ordinance 2283 was read by title.

Mayor Steve Yagelski would like to remind the public to be on the lookout for the E-scooters and bicycles before and after school.

Income Tax Report

Nikki Uribes reported income tax collections at the end of July 2025 as $1,471,314.15, compared to $1,411,912.70 and $1,471,314.15 in 2023 and 2024, respectively. The previous three-year average is $1,482,507.73 This is down 2.60% from the average of the previous three years.

Manager's Report

Jason Rockey presented the Village Manager's report. The following points were noted:

- Closing was completed for the Northwest Corner of Jonesville and Washington
- Gerken plans to begin grinding streets on Thursday. Water and Sewer Department completed the concrete work on the curbs and gutters on the streets that would be repaved.
- The Electric Department plans to begin setting poles on County Road 13 and Brown Road. This line will better serve the increasing load on the south side of town.
- Fire Hydrant flushing will begin August 18.
- Chip and Seal contractor will begin soon on the alley.
- Jason Rockey will send council a copy of the Wabash Cannonball Trail timeline and when deadlines are occurring.
- The story walk contractor will begin working on the Iron Horse River Trail this week.

Council Comments

Mr. Kevin Motter inquired about the timeline for the Electric Department to install a flagpole at the Fairgrounds. Jason Rockey responded that he would follow up via email after consulting with Tim Fry

Mrs. Heather Freese asked whether the Village would be replacing the utility poles damaged during the March storm. Jason Rockey responded that the damaged poles have already been replaced. He added that new poles have also been installed outside the Village limits. The Village is responsible for the poles on the north side of the road, while Northwest Electric maintain the poles on the south side

Adjourn

With no further business before Council, Mr. Nathan Thompson moved, and Mr. Don Schlosser seconded a motion to adjourn at 6:25 pm. Vote on motion: All ayes

__________________________ __________________________

Clerk of Council Mayor Steve Yagelski

MONTPELIER'S

Harvest of Sweets Walk

OCTOBER 25

1:00-3:00

Looking for Vendors

Join us for a festive afternoon in downtown Montpelier at the Harvest of Sweets Walk! Ticket holders will receive a wristband and a treat map to guide them through participating businesses. At each stop, guests can collect a fall-themed sweet (provided by each vendor), redeem a complimentary drink with their drink ticket, and explore local vendors and learn more about each business. Everyone who completes the full walk will be entered to win a gift basket filled with locally donated goodies! We're inviting all types of businesses to take part — it's a wonderful way to showcase what Montpelier has to offer and celebrate the season with our community.

Montpelier Tuesday

CRUISE-IN 2026

JUNE 9, 2026 & JUNE 23, 2026

JULY 14, 2026 & JULY 28, 2026

AUGUST 11, 2026 & AUGUST 25, 2026

ON EMPIRE STREET

5PM - 8PM

ORDINANCE NO. 2283

AN ORDINANCE AMENDING AND RESTATING CHAPTER 371.14 OF THE CODIFIED ORDINANCES OF THE VILLAGE OF MONTPELIER, OHIO REGARDING LOW-SPEED MICROMOBILITY DEVICES.

WHEREAS, the Council of the Village of Montpelier finds it necessary to amend and restate the Village of Montpelier Codified Ordinances Chapter 371.14 – Low-Speed Micromobility Devices to provide clearer definitions, operational rules, and enforcement provisions for the use of low-speed micromobility devices in the Village;

BE IT THEREFORE ORDAINED by the Council of the Village of Montpelier, Williams County, Ohio, as follows:

SECTION 1. Village of Montpelier Codified Ordinances Chapter 371.14 – Low-Speed Micromobility Devices is hereby amended and restated as attached hereto as "Exhibit A".

SECTION 2. All other provisions of Montpelier Codified Ordinances Chapter 371.14 not inconsistent herewith shall remain in full force and effect.

SECTION 3. This ordinance shall take effect at the earliest time allowed by law.

Dated:______________________ ______________________
Mayor

ATTEST

____
Clerk of Council

First Reading: ________ Second Reading: ________ Third Reading: ________

Three Readings Rule Suspended: ________

Exhibit A

371.14 LOW-SPEED MICROMOBILITY DEVICES.

(a) (1) A low-speed micromobility device may be operated on the public streets, highways, sidewalks, and shared-use paths, and may be operated on any portions of roadways set aside for the exclusive use of bicycles in accordance with this section.

(2) Except as otherwise provided in this section, those sections of this title that by their nature could apply to a low-speed micromobility device do apply to the device and the person operating it whenever it is operated upon any public street, highway, sidewalk, or shared-use path, or upon any portion of a roadway set aside for the exclusive use of bicycles.

(3) "Low-speed micromobility device" means a device weighing less than one hundred pounds, that has handlebars, is propelled by an electric motor or human power, and has an attainable speed on a paved level surface of not more than twenty miles per hour when propelled by an electric motor. A low-speed micromobility device may also be known as a "scooter."

(b) No operator of a low-speed micromobility device shall do any of the following:

(1) Fail to yield the right-of-way to all pedestrians at all times;

(2) Fail to give an audible signal before overtaking and passing a pedestrian;

(3) Operate the device at night unless the device or its operator is equipped with or wearing both of the following:

A. A lamp pointing to the front that emits a white light visible from a distance of not less than 500 feet;

B. A red reflector facing the rear that is visible from all distances from 100 feet to 600 feet when directly in front of lawful lower beams of head lamps on a motor vehicle.

(4) Fail to obey the instructions of the official traffic control devices and signals applicable to vehicles, unless otherwise directed by a police officer.

(5) Fail to travel in a line of no more than two persons abreast in a single street lane, or fail to move to a single line on the right side of the road when a vehicle is attempting to pass.

(6) Congregate in the street, or deliberately impede traffic in the street.

(7) Fail to leave the street surface upon order or instruction of a police officer.

(8) Ride with more than one person on the device, unless specifically constructed by the original manufacturer to carry more than one person.

(9) Fail to stop and yield the right of way, prior to entering the roadway, from an alleyway, driveway, sidewalk, or at a crosswalk.

(10) Fail to otherwise drive or ride the device in a safe manner, to include failing to keep both hands on the handle bars.

(11) Operate the device within the street surface, unless crossing within a crosswalk, on any portion of SR 107 or SR 576.

(12) Operate the device within the Village limits between Dusk and until Dawn.

(13) Operate the device within the "Downtown Business District", as described in Montpelier Codified Ordinance 377.01.

(c) (1) No person who is under sixteen years of age shall rent a low-speed micromobility device.

(2) No person shall knowingly rent a low-speed micromobility device to a person who is under sixteen years of age.

(3) No person shall knowingly rent a low-speed micromobility device on behalf of a person who is under sixteen years of age.

(d) No person shall operate a low-speed micromobility device at a speed greater than twenty miles per hour.

(e) (1) Whenever any low-speed micromobility device is operated by any person in violation of the provisions of this chapter, such device may be seized by any member of the Police Department and impounded for a period not to exceed sixty days. In the event that the device so impounded is not claimed within ninety days by the owner or operator of same or by the parent or guardian of such owner or operator, it may be sold by the Chief of Police and the proceeds of such sale shall be disposed of by him in the manner provided by law.

(2) Whoever violates this section is guilty of a minor misdemeanor.

(3) Unless a mens rea is otherwise specified in this section, an offense established under this section is a strict liability offense and Ohio R.C. 2901.20 does not apply. The designation of that offense as a strict liability offense shall not be construed to imply that any other offense, for which there is no specified degree of culpability, is not a strict liability offense.

(f) Notwithstanding subsection (a)(1) of this section, the municipality, may do any of the following:

(1) Regulate or prohibit the operation of low-speed micromobility devices on public streets, highways, sidewalks, and shared-use paths, and portions of roadways set aside for the exclusive use of bicycles, under its jurisdiction;

(2) Include low-speed micromobility devices that are adapted to expand access for people with various physical limitations into a shared bicycle, shared electric bicycle, or similar vehicle sharing program, under its jurisdiction;

(3) Require the owner or operator of a low-speed micromobility device rental service or low-speed micromobility device sharing program to maintain commercial general liability

insurance related to the operation of the devices, with limits of up to one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) per aggregate.

Pertaining to AMP Contract No. 2027-011405-SCHED

VILLAGE OF MONTPELIER, OHIO

ORDINANCE NO. 2284

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 Village of Montpelier, Ohio ("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-11-2005-4439 (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 VILLAGE OF MONTPELIER, OHIO:

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 Jason Rockey Village Manager.

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.

Dated: ______________________________ ______________________________
Steven L. Yagelski, Mayor

Attest:

____
Clerk of Council
+

May 2025

Montpelier Power Supply and Tallgrass Renewable PPA

As the electric grid continues to see rapid load growth, and generation supplies struggle to keep up, AMP has been exploring opportunities to provide economical, long-term power supply options for members. AMP has negotiated a power purchase agreement (PPA) with Tallgrass Energy Partners for a sixteen-year 23 MW **renewable** base load power supply. Tallgrass will capture exhaust heat from two of their existing compressor stations, located in Asheville and Philo, Ohio, used to maintain pressure on the Rockies Express natural gas pipeline. The captured heat will be used to create a steam-like vapor to spin a turbine generator and generate electricity. The power will be delivered to AMP on the AEP transmission system in PJM on a near 7x24 basis. The fixed price will provide a hedge against energy prices and PJM installed capacity charges.

AMP is recommending that Montpelier participate in the Tallgrass Project (for a share of both sites) for 0.5 MW. The PPA is scheduled to start on January 1, 2027. Since Tallgrass has granted AMP an exclusive opportunity to sign-up for the power through September 20, 2025, the attached Schedule and Ordinance/Resolution between AMP and Montpelier must be returned by then. At the end of the four-month subscription period, AMP will present the recommended prorated MW allocation of the Project to the AMP Board of Trustees for approval, since the Project will likely be oversubscribed.

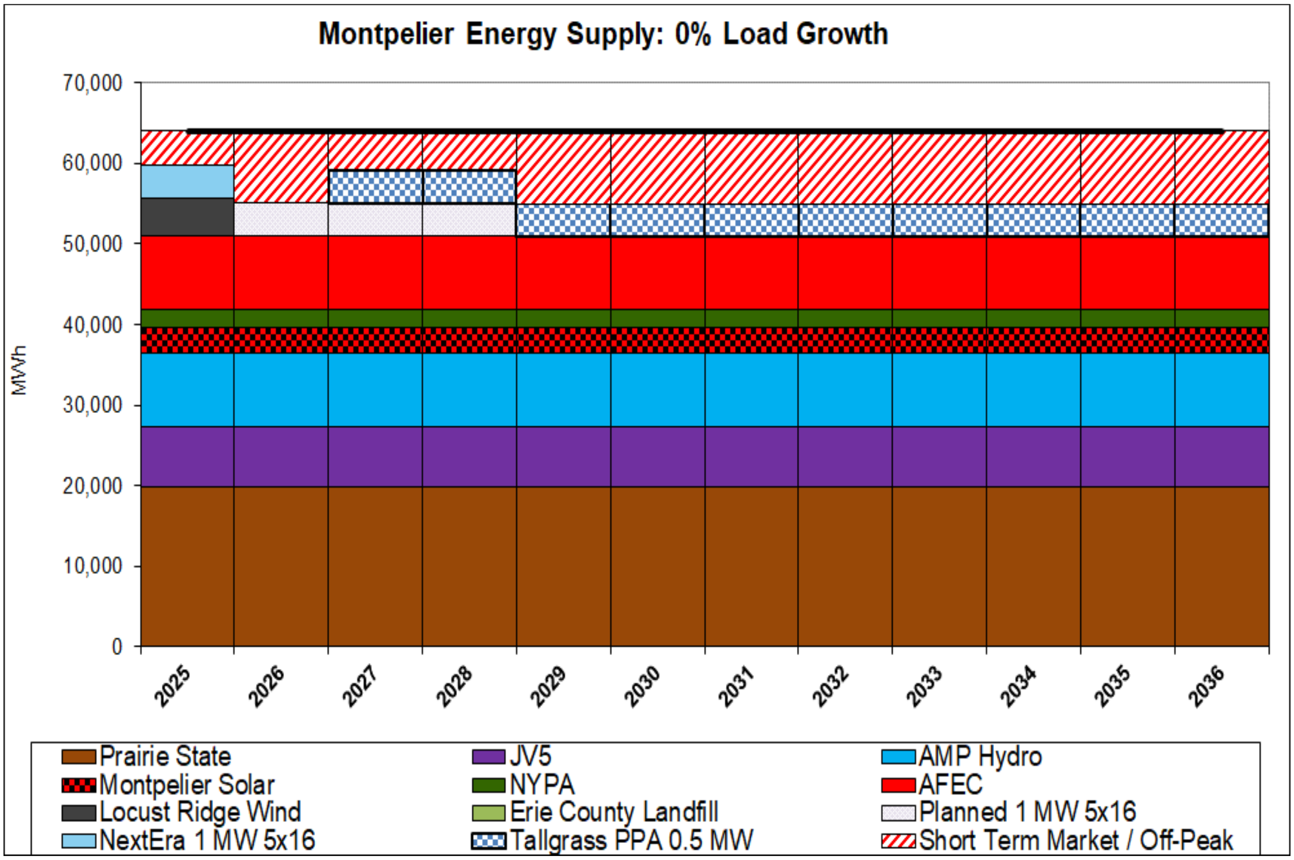
The attached presentation provides a summary of the Tallgrass Project. Additional information on your existing power supply and how the Tallgrass power fits is included below.

If you would like more information, please call Mike Migliore at 614-540-0921 (mmigliore@amppartners.org) or Craig Kleinhenz at 614-623-7553 (ckleinhenz@amppartners.org).

Montpelier uses approximately 64,000 MWh of energy per year. Montpelier has the following power supplies in place to meet those projected energy needs. Each resource is shown in the chart and described below. The chart also includes a recommended participation amount in the Tallgrass PPA.

Montpelier has passed resolution 1411, which approved a schedule for up to 1 MW 5x16 purchases for 2026-2028.

This is included in the chart as well.



ENERGY SUPPLY RECOMMENDATION

AMP recommends a portfolio approach to energy supply as the best way to respond to the volatility (both up and down) that exists in the energy and capacity markets. A portfolio should be made up of three types of power supply products: Base Load, Intermediate and Peaking.

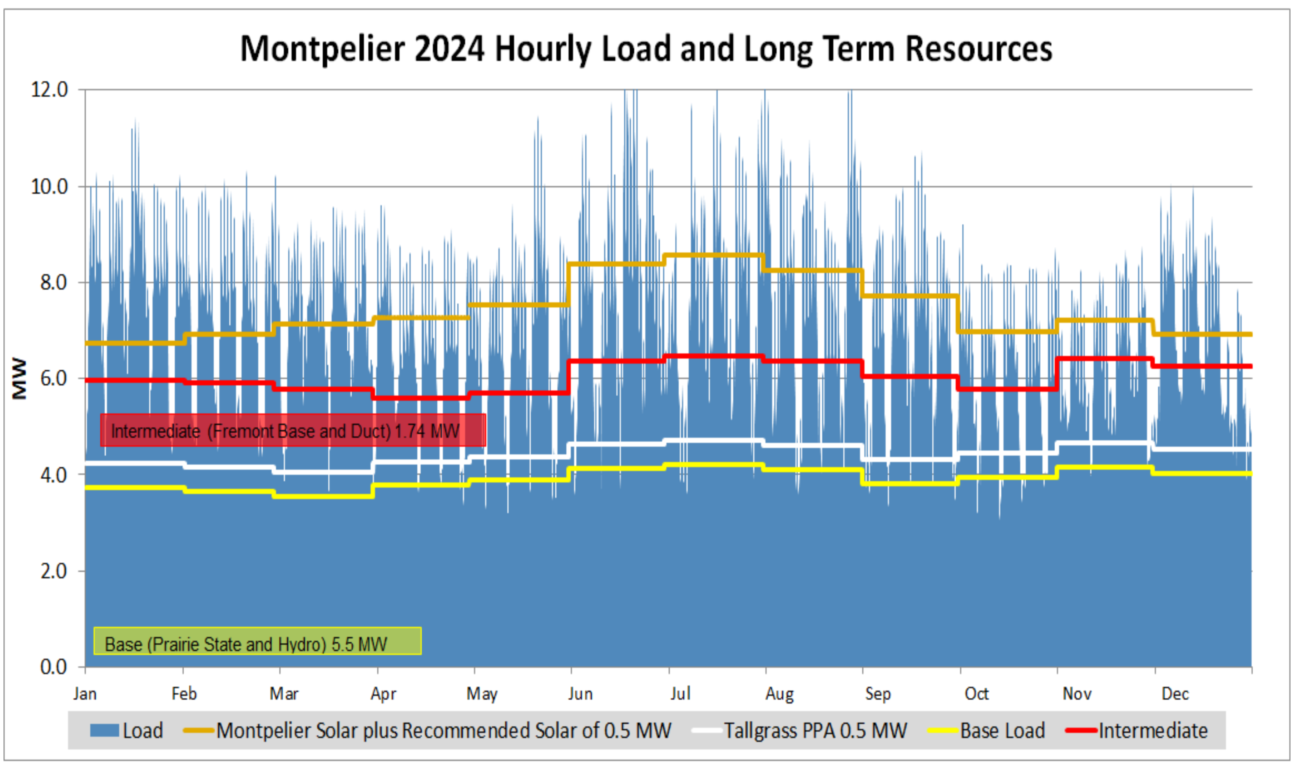
Base Load resources are power supplies that are delivered on a near round-the-clock basis. Prairie State, Hydro, Landfill and Wind facilities provide base load power. **The Tallgrass PPA will be a base load round the clock resource.**

Intermediate resources are power supplies that are typically delivered during what is known as on-peak hours. In the market, on-peak is defined as the 5x16 period (5 days a week, *Monday through Friday* and 16 hours a day, *7 am through 11 pm*). AMP's Fremont combined cycle natural gas plant is considered an intermediate resource.

Peaking resources are supplies that can be delivered over shorter periods when load exceeds the amount of base and intermediate power. AMP typically uses gas turbine, diesel assets or solar for peak power.

TALLGRASS PPA RECOMMENDATION

AMP recommends that Montpelier purchase 0.5 MW from the PPA. This would provide additional baseload power and would provide approximately 7% of Montpelier's annual energy needs and will start in 2027. The chart below shows the Montpelier resource portfolio and how the Tallgrass power would fit in.



DESCRIPTION OF POWER SUPPLY RESOURCES

Prairie State: Montpelier's participation level is 2.488 MW of AMP's 368 MW ownership of Prairie State. The Prairie State plant has a net rated capacity of 1,582 MW and is located in Southern Illinois in MISO. The plant began operation in 2012. Debt collection for the plant is currently scheduled to end in 2043.

OMEGA JV5 Project: Montpelier owns 0.850 MW of the 42 MW project. The OMEGA JV5 Hydro project is made up of two units at the Belleville Hydro plant in PJM and replacement power so that the project delivers 42 MW in every hour. The hydro plant began operation in 1999. Debt collection for the plant is currently scheduled to end in 2029.

NYPA Power: Montpelier's allocated level is 0.386 MW from two federal hydro projects in New York (the Niagara Project which began in 1961 and the St. Lawrence Project which began in 1958).

AMP Hydro Project: Montpelier's participation level is 1.799 MW of the 208 MW project. The AMP Hydro project is made up of two units at the Willow Island Hydro plant in PJM (44.2 MW), three units at the Cannelton Hydro plant in MISO (87.6 MW) and three units at the Smithland Hydro plant in MISO (76.2 MW). The project began operation in 2016. Debt on the project will be paid off in 2049.

Fremont Combined Cycle Project (AFEC): Montpelier's participation level is 1.320 MW (base) and 0.420 MW (peaking) of the 675 MW project. The AMP Fremont Energy Center project consists of two gas turbines and a third steam turbine. The base portion of the plant is rated at 512 MW. An additional 163 MW of duct-firing capacity is available from the steam turbine. The Fremont project began operation in 2012. Debt on the project will be paid off in 2043.

Montpelier Solar: 2.2 MW nameplate capacity. The solar plant produces approximately 3,300 MWh of energy per year.

NextEra 2023-2025 5x16 Power Purchase: Montpelier has 1 MW of 5x16 power through AMP at a fixed rate of $66.65 / MWh. The power purchase agreement runs from 1/1/2023 through 12/31/2025.

Locust Ridge Wind Project: Montpelier's participation level is 2.400 MW of AMP's purchase of the entire output from the 100 MW project. The Locust Ridge Wind project is located in Northeast Pennsylvania. The purchase agreement with AMP will end on September 30, 2025.

AMP CT Project: Montpelier's participation level is 3.700 MW of the 142 MW project. The AMP CT project is made up of six gas turbines located in three AMP member systems in the FirstEnergy zone. The units are used mainly for peak shaving, which provides savings on PJM transmission and capacity costs. The savings are distributed to participants based on their percentage contractual level of the project. The project began operation in 2005. The project debt has been paid off.

OMEGA JV2 Project: Montpelier owns 4.000 MW of the 134.096 MW project. The OMEGA JV2 project is made up of three gas turbines and thirty-four diesel units located in thirteen AMP member systems in PJM 6 units including Montpelier. The units are used mainly for peak shaving, which provides savings on PJM transmission and capacity costs. The savings are distributed to participants based on their ownership level of the project. The project began operation in 2002. The project debt has been paid off.

OMEGA JV6 Wind Project: Montpelier owns 0.100 MW of the 7.2 MW project. The OMEGA JV6 project is made up of four wind turbines located in Bowling Green, Ohio in PJM. The project began operation in 2003. The project debt has been paid off. The project has been retired as of March 31, 2025.

VILLAGE OF MONTPELIER, OHIO

2027 WASTE HEAT ENERGY SCHEDULE

AMP Contract No. 2027-011405-SCHED

A Schedule to

American Municipal Power, Inc.

and

VILLAGE OF MONTPELIER, OHIO

Master Service Agreement No. C-11-2005-4439

WHEREAS, the Village of Montpelier, 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.

VILLAGE OF MONTPELIER, 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

	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.

VILLAGE OF MONTPELIER, 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)

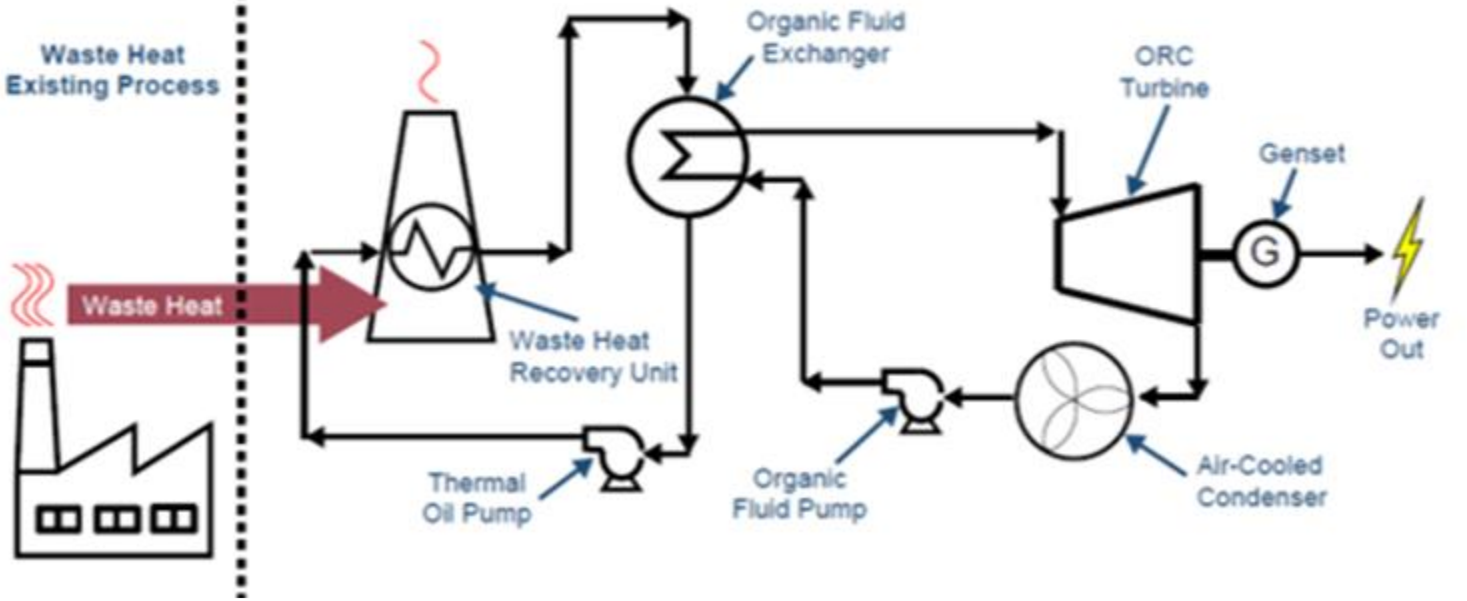
PJM Installed Capacity credit = ($11.80 / MWh) (estimated)

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

Service Fee B = $0.58 / MWh

AMP Waste Heat Recovery Power Purchase Agreement (PPA)

June 2025



AMP™
PUBLIC POWER PARTNERS

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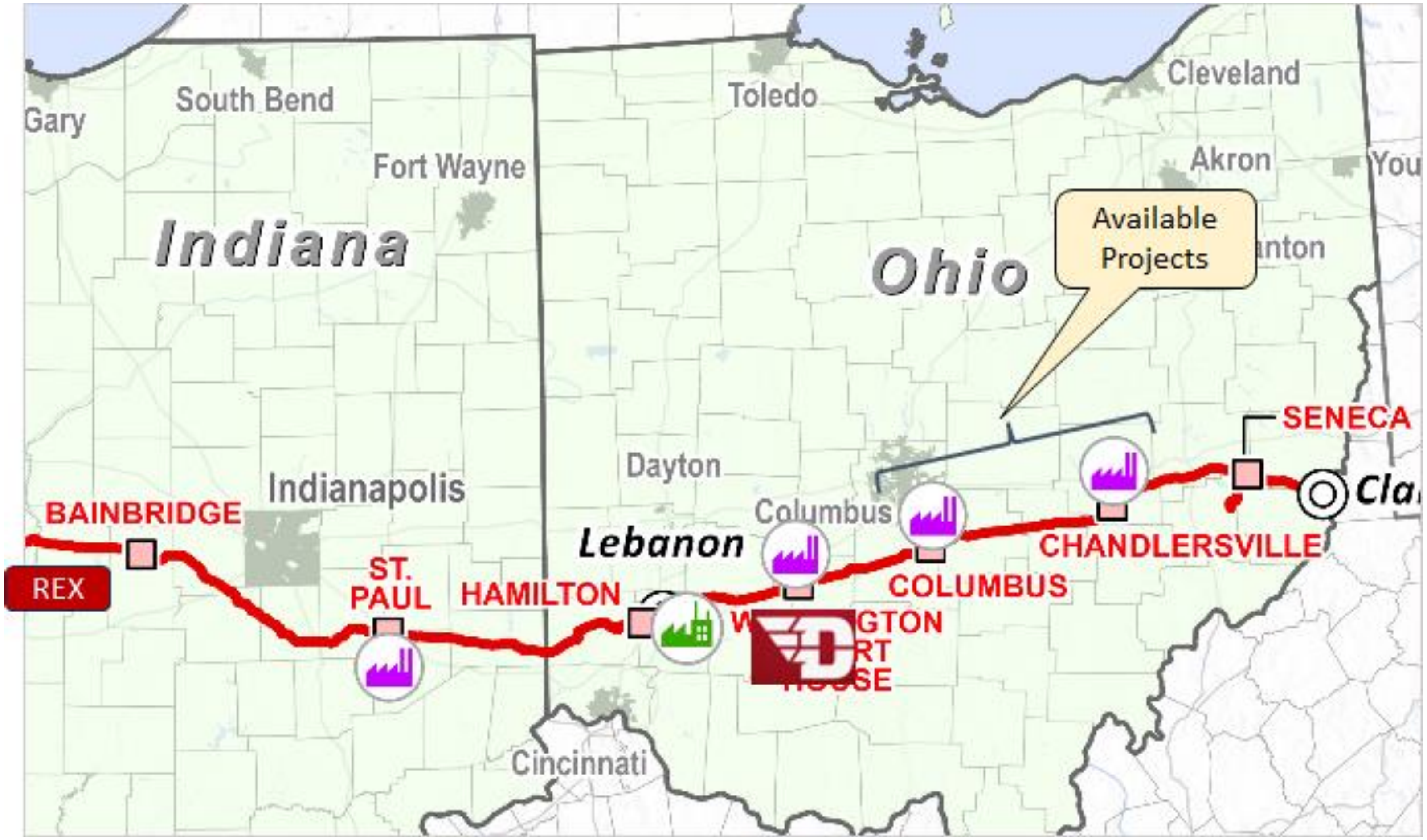
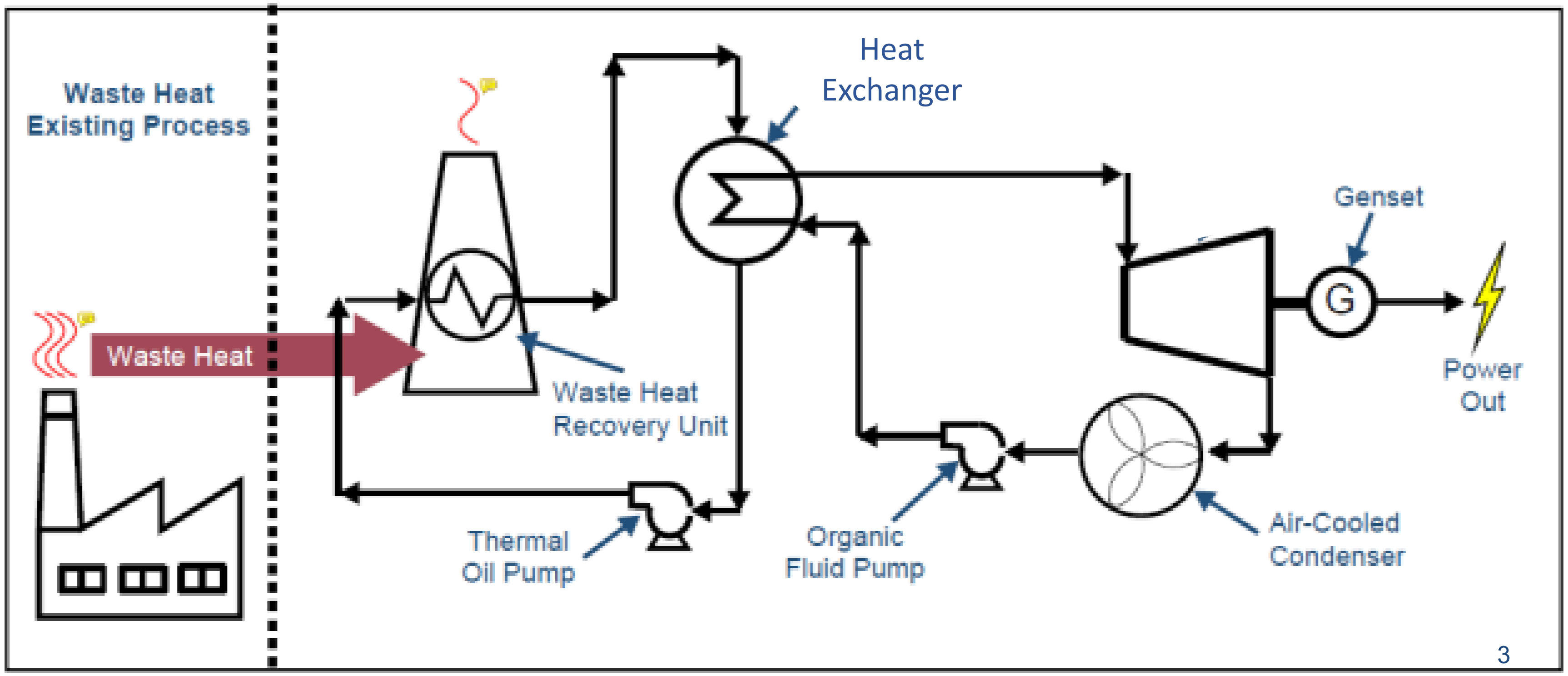
Waste Heat to Power Overview

- Tallgrass, owner of the Rockies Express Pipeline (REX) is developing power projects that convert waste heat at REX compressor stations to baseload, emissions free power.
- The projects utilize a process similar to a combined cycle plant, which is a proven technology to utilize otherwise waste heat into useful electric energy

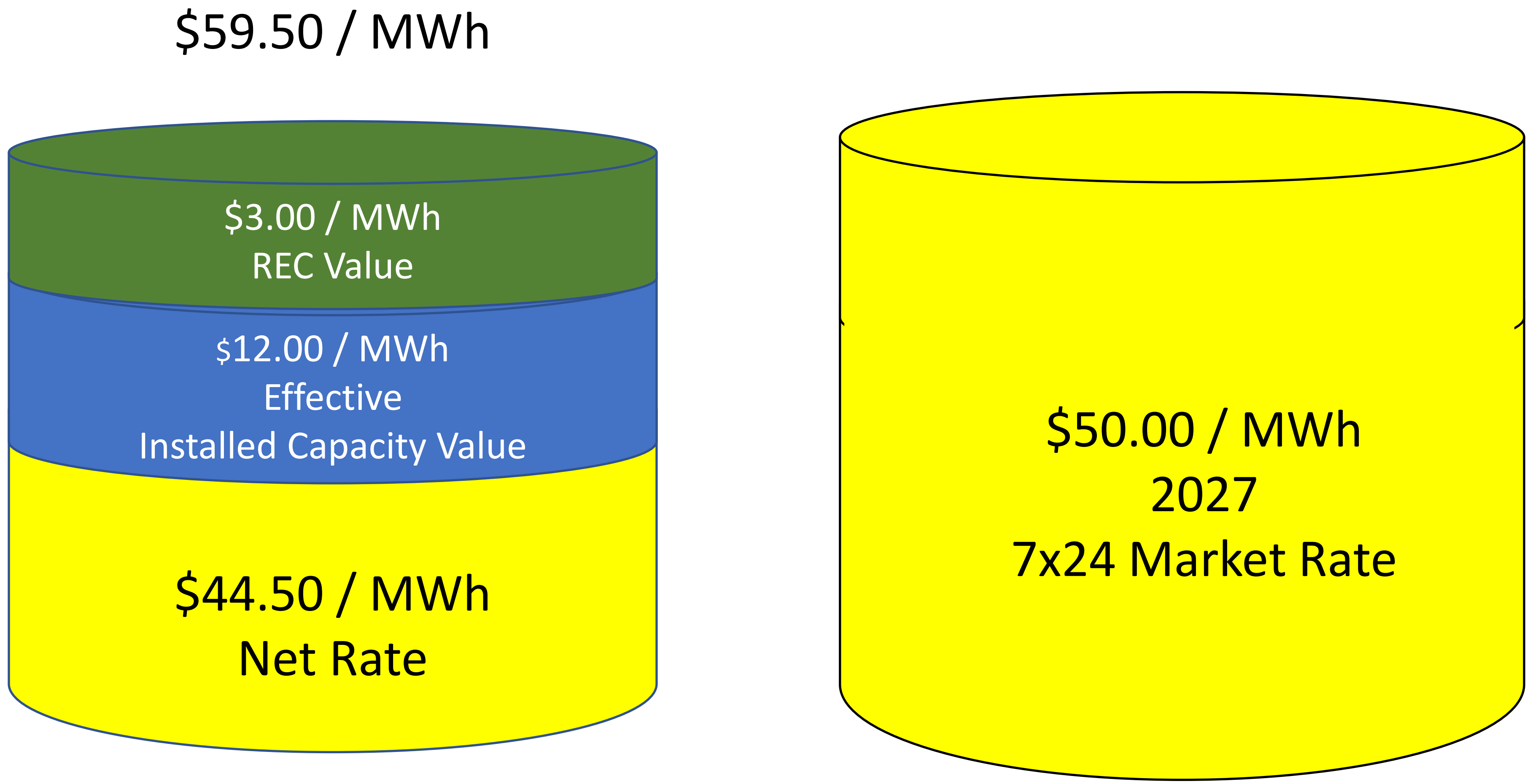


Waste Heat to Power PPAs

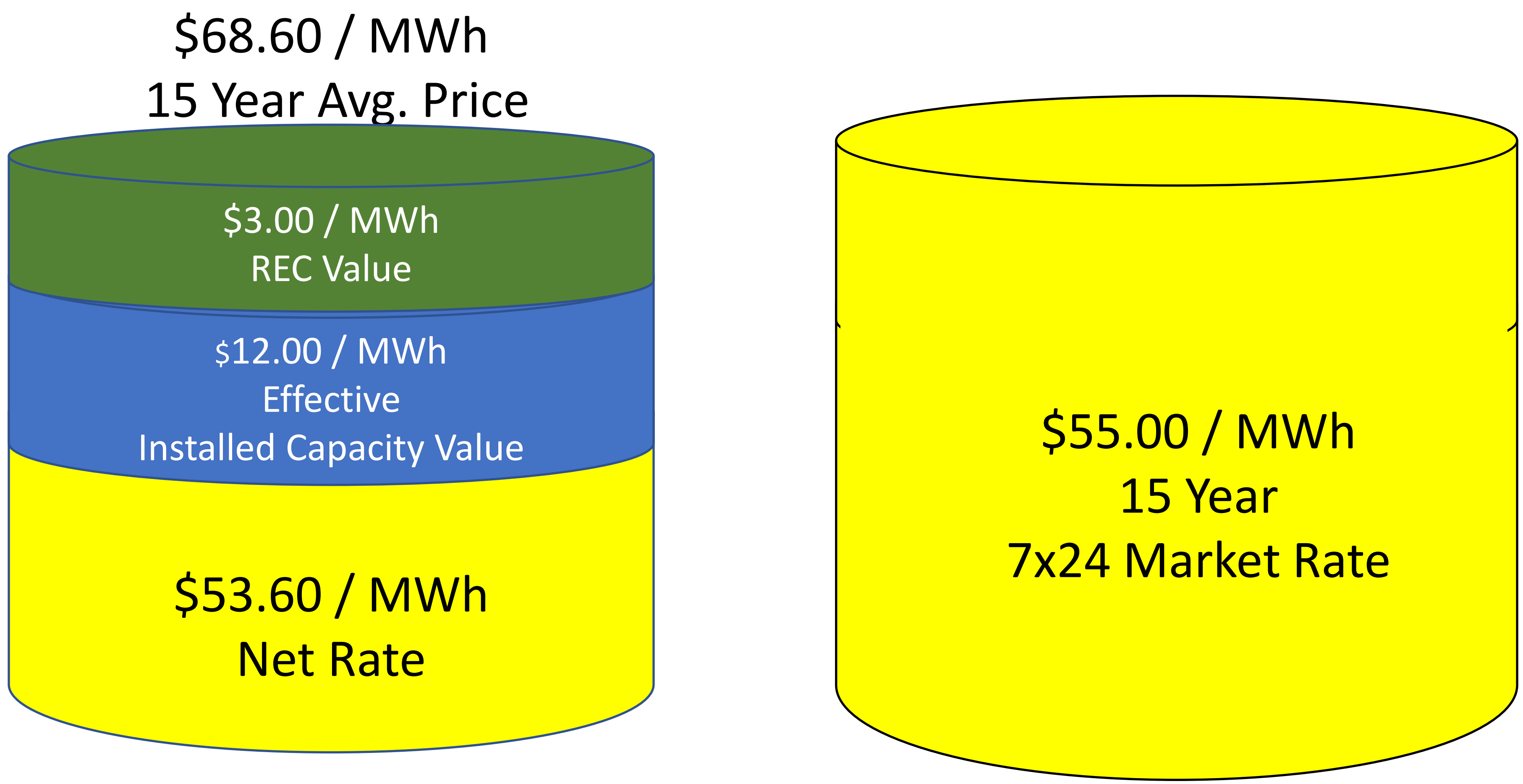
- Tallgrass offering two waste heat to power projects in Ohio [Chandlersville/Philo (Muskingum County) and Ashville/Columbus (Pickaway County)], totaling 22.74 MW.
- 16-year term from January 2027 through 2042.
- PPA similar to other Wind, Landfill and Solar PPAs. AMP will not own the facility. We will only pay supplier for energy produced.
- 2027 price of $59.50/MWh.
- (Escalating 2% annually)
- Price includes: Energy
- PJM Installed Capacity
- Environmental Attributes
  - (RECs / carbon offsets)



2027 Net Cost of TallGrass Energy

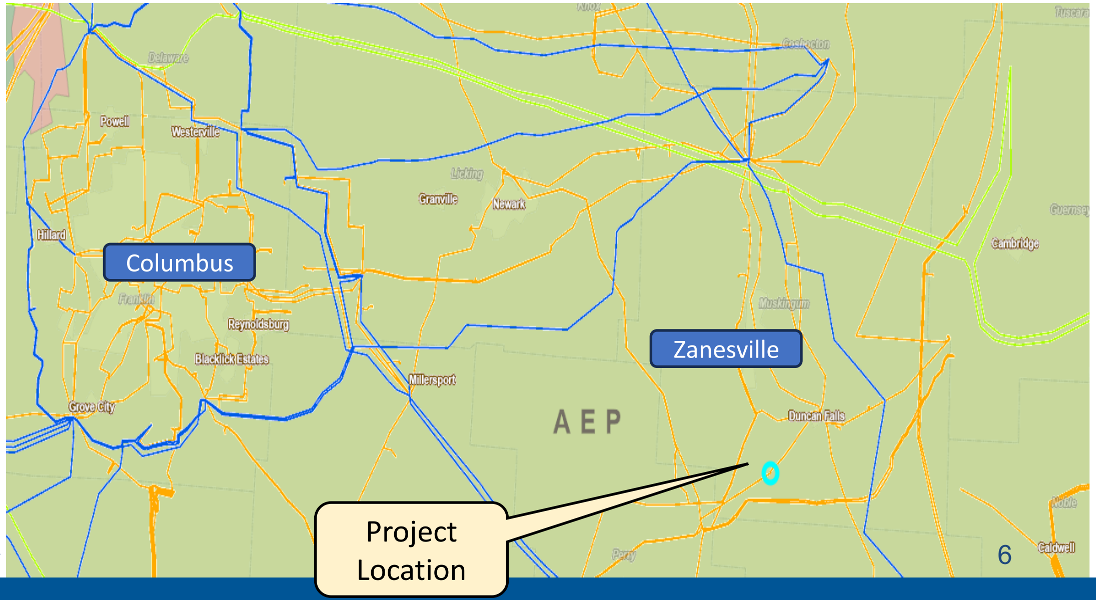


15 Year Avg. Net Cost of TallGrass Energy



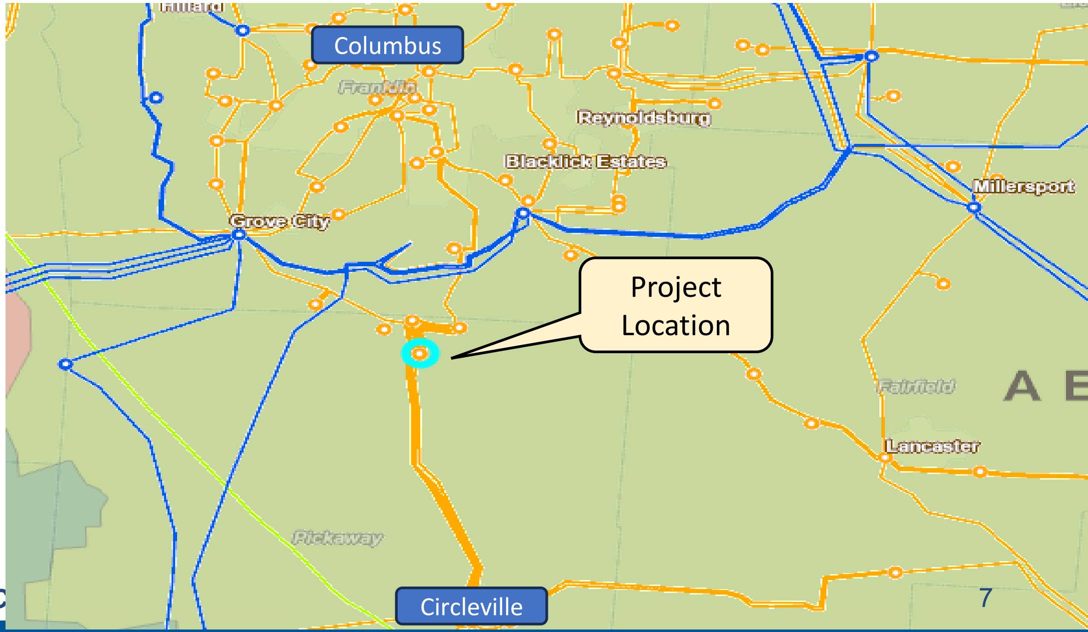
Chandlersville Community Power

- 9.84 MW Waste Heat to Power
- Located in Muskingum County, Ohio
- Connected to Guernsey-Muskinkgum 12kV distribution with wheeling agreement to deliver to AMP at PJM interface (AEP 138kV – Cannelville Station)
- Tallgrass delivers to PJM interface
    - Historical congestion to A/D Hub has been slightly negative.
- Expected annual energy of 82,000 MWh



Columbus Community Power

- 12.9 MW Waste Heat to Power
- Located in Pickaway County, Ohio
- Connected to South Central Power 69kV distribution with wheeling agreement to deliver to AMP PJM interface (AEP 138kV – Lockbourne Station)
- Tallgrass delivers to PJM interface
  - Historical congestion to A/D Hub has been approximately -$0.50 / MWh.
- Expected annual energy of 105,000 MWh

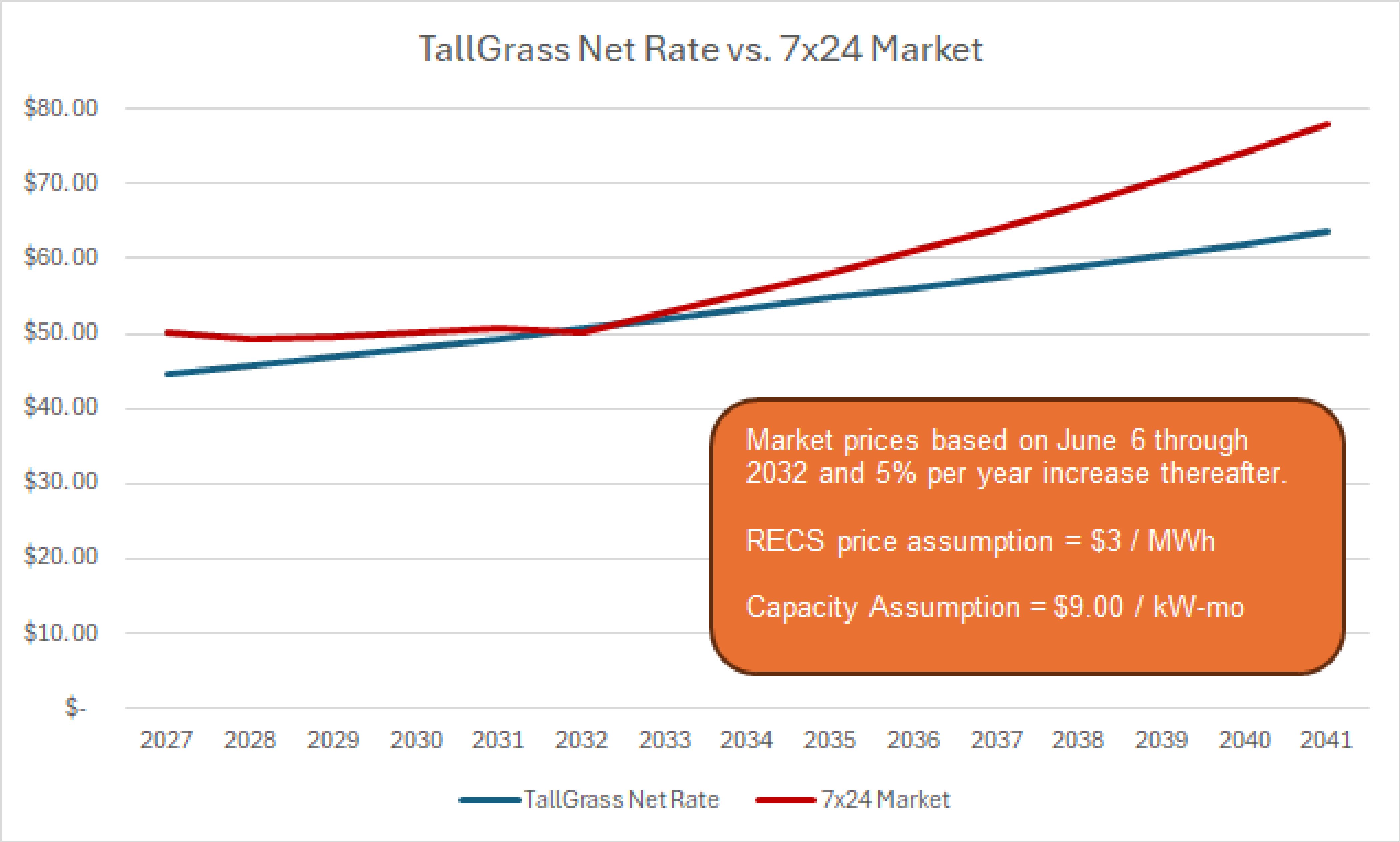


PJM Installed Capacity

- Assumed $9.00 / kW-mo or $9,000 / MW per month
  - $108,000 per 1 MW per year

- PJM effective load carrying capability (ELCC) expected at 91%
  - $98,681 per each MW per year

- Effective Capacity Value
  - $98,681 x 22.74 MW = $2,244,000 per year
  - Divided by 187,000 MWh
  - = $12 / MWh



TallGrass Net Rate vs. 7x24 Market
$80.00
$70.00
$60.00
$50.00
$40.00
$30.00
$20.00
$10.00
$-
2027
2028
2029
2030
2031
2032
2033
2034
2035
2036
2037
2038
2039
2040
2041
Market prices based on June 6 through 2032 and 5% per year increase thereafter.
RECS price assumption = $3 / MWh
Capacity Assumption = $9.00 / kW-mo
TallGrass Net Rate
7x24 Market

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 the 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.

1.10. **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 SO2, NOx, CO2, CO, Carbon, VOC, PM_{10}, 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 be12,900 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 **Energy Scheduling.**

(a) 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 determine 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: lmcalister@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.

13.9 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 042958407E0E4AF...	
By:_______________________________	**By:**____________________________
AMERICAN MUNICIPAL POWER, INC.	**APPROVED AS TO FORM:**
DocuSigned by: Pam Sullivan E423FF7AA816413...	
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

PROUD OF OUR PAST

V OF M

PREPARED FOR THE FUTURE

Village of Montpelier

EMERGENCY ACTION PLAN
29CFR 1910.38

<u>Dates Reviewed</u>
June 2010
August 22, 2011
November 12, 2012
September 30, 2013
September 9, 2019
May 11, 2022
July 25, 2025

Table of Contents

Preface

The Village of Montpelier employees and elected officials are committed to being a responsible member of this community and will oblige by all requirements as mandated by Federal, State and Local regulatory agencies to ensure complete compliance. It is our commitment to establish a written plan of action to ensure the health and safety of our employees, visitors, community and environment.

Purpose

OSHA 29CFR 1910.38 requires that employers have an Emergency Action Plan for their facilities. The Williams County Emergency Management Agency also requires that employers have on the premises a working plan of action in the event of an emergency situation. Regulatory agencies require that the Municipality's Top Official designate those individuals who will be responsible for coordinating, directing, implementing, and documenting the plans for the Municipality.

The Top Elected Official, Village Manager, Deputy Manager, Fire Chief, Police Chief and Department Superintendents, hereafter known as Group Leaders, have listed emergency situations that may occur in all practicality for the geographical area and took into consideration the probability of various threat occurrences. With each emergency situation, the above individuals created an emergency plan of action.

The emergency situations listed below, but not limited to, are considered the most probable for the Village of Montpelier, its employees, facility structures and property.

Tornado / Severe Weather
Fire
Explosion/Roof Collapse
Hazardous Chemical Release
Power Failure
Medical Emergency
Bomb Threat
Terrorist Activities

Scope

The Emergency Action Plan shall include all employees working for the Village of Montpelier and shall include contractors who may be working on-site and any visitors who may be on the premises.

Written Emergency Action Plan

The Fire Chief shall maintain the Emergency Action Plan. The Fire Chief shall also be responsible for updating the Emergency Action Plan at least yearly or when personnel or procedural changes occur.

Appointed Positions

The Village Manager shall be responsible for appointing positions within the Emergency Action Plan and their respective responsibilities. The Village Manager shall assign these positions and responsibilities under the guidance and advice from the Safety Committee, Fire Chief, Police Chief and Group Leaders. This group will take into consideration procedures already established by The County Emergency Management Agency or other regulatory, state or local agencies.

Employee Training

The Administration shall maintain employee training and records. Training shall consist of a basic first aid, evacuation or shelter procedures, and employee accountability procedures, post emergency procedures, fire types and fire extinguisher demonstration as well as on-hands training in the use of a fire extinguisher.

Documentation

Documents related to emergency situations shall be recorded and filed in accordance to government, state and local agencies and shall be maintained by the Village Manager or Designee.

Emergency Phone Numbers

Fire, Medical, Police Service	911
Village Manager – Jason Rockey	(419) 553-6926
Director of Finance – Nikki Uribes	(419) 799-0777
Fire Chief – Brian Fritsch	(419) 553-0064
Police Chief – Dan McGee	(419) 553-0081
Electric Superintendent – Tim Fry	(419) 553-6189
Street Superintendent - Robert Houk	(419) 630-4599
Water/Sewer Distribution Superintendent – Rich Stoy	(419) 630-6266
Wastewater Treatment Plant – Kevin Sommer	(419) 551-4257
Water Treatment Plant – Thane Apt	(419) 705-4880
Montpelier Hospital	(419) 485-3154
Williams County Emergency Management Agency (WCEMA)	(419) 636-8497
Ohio EPA NWDO	(800) 686-6930
Williams County Health Department	(419) 485-3141
Ohio Gas Company	(800) 331-7396

Responsibilities and Assignments

Emergency Coordinators:

Village Manager, Fire Chief, Police Chief, Deputy Manager

These individuals will:
- Be familiar with the general operating functions of the facilities and the location of all power sources, emergency phone numbers, evacuation procedures, and protection systems.
- Coordinate appropriate safety training for all employees as required by government, state and local regulations.
- Notify insurance companies to assess structural and property damage.
- Notify OEPA and/or Montpelier Water or Wastewater Treatment Plant for accidental hazardous spill into public/private waterways.
- Notify the Coast Guard anytime a hazardous spill enters the waterways.

Maintenance Personnel

Maintenance Personnel shall include those Departments and Employees whose work involves water, wastewater, electric, streets and general public maintenance personnel.

Notifiers

Any Village Employee may act as Notifier.

The Notifier shall place calls as appropriate providing as much information regarding the emergency situation as possible and remain near the scene until Emergency Responders arrive unless their lives are in danger. In the event that the telephone system is disabled, the Notifier and other Emergency Coordinators shall utilize alternate sources such as cell phones, mobile and base radios, computers, etc.

Group Leaders

Superintendents or their designee shall act as Group Leaders.

The Superintendents of Water Treatment, Waste Water Treatment, Electric, Street Department, Parks/Recreation and Collection/Distribution shall be thoroughly familiar with the location of the main gas and water line, inside and outside their respective facility, the location of sprinkler risers if applicable and will be familiar with all the operating procedures pertaining to their facility. They will also know the location of the main electrical panels as well as all secondary electrical sources located throughout the facility. This shall include off employees located at Village Hall.

The Superintendents will act as the first line of communication to subordinates and relay important information as necessary. The Superintendents shall be responsible for reporting to the Emergency Coordinators the accountability of their employees, whether medical services are required, coordinating any clean up activities, and any other requests appointed by the Emergency Coordinators.

Positions

Position		Employees
Notifier(s)		Any Village Employee
Maintenance Personnel		Electric Employees
Not to include Seasonal,		Water/Sewer Distribution Employees
Temporary, or Part-Time		Waste Water Treatment Plant Employees
Employees.		Water Treatment Plant Employees
		Street Department Employees
		Parks and Recreation Employees
		Finance and Utility Office Employees
Group Leaders		All Superintendents
		Tim Fry
		Rich Stoy
		Kevin Sommer
		Thane Apt
		Robert Houk
		Nick Ramos
		Sandy Gordon
		Nikki Uribes

Tornado

When local broadcast systems have issued a tornado watch or warning or a severe weather alert for the Montpelier area, the Emergency Coordinators shall monitor the weather situation. If a potentially dangerous weather condition materializes, the Emergency Coordinators and Group Leaders shall inform their employees to evacuate to the nearest designated severe weather shelter.

If Williams County sounds the severe weather siren, employees are to shutdown equipment and machines if time permits and evacuate to the nearest severe weather shelter. Employees are to follow these procedures unless otherwise stated by the Emergency Coordinators.

Shelter

Employees, contractors, and visitors are encouraged to seek shelter within enclosed rooms away from any outside walls. On the basis that most tornados develop and travel from the southwest region, employees are encouraged to place as many walls as possible between them and the tornado.

If time does not permit, employees are encouraged to take shelter under something strong and heavy. At the very least, they should kneel down next to a southeast wall and use arms and hands to protect head and face.

Municipal Dept.'s	Evacuation Area	Reporting Area
Street Department	Water Plant Basement	East Parking Lot
Electric Department	Water Plant Basement	East Parking Lot
Water/Sewer Distribution	Town Hall Basement	South Parking Lot
Waste Water Treatment	WWTP Basement	West Parking Lot
Town Hall	Town Hall Basement	South Parking Lot
Fire Department	Town Hall Basement	South Parking Lot
Police Department	Town Hall Basement	South Parking Lot
Park/Recreation	Office Basement	South Parking Lot
Pool House	North Dressing Room	North Parking Lot

Post Tornado Procedures

When the emergency situation is over, the Emergency Coordinators shall issue an "All Clear." At that time employees, contractors, or visitors are to proceed to the "Reporting Area." (See above table).

Employees shall remain in the Reporting Area until officially accounted for by a Group Leader or designee to avoid unnecessary concern. Employee dismissal, if warranted, will be granted at that time.

Employees who are not directly involved with the emergency shall not be allowed in, around or near the emergency area, nor is business to resume until the facility and property are determined safe by the Montpelier Fire Chief, and/or the Emergency Coordinators.

Once the weather emergency is officially over, all emergency protection services shall be reactivated prior to conducting an inspection of each of the facilities. Emergency Coordinators will conduct an inspection of the Facilities before business resumes.

Fire

Emergency Coordinators and Maintenance Personnel shall know the location of each fire extinguisher in their facility. They shall also know the shut off location of the main gas and water valve for the facility, and the facility's main electrical panels.

When an employee (Notifier) encounters a fire situation, the Notifier shall attempt to let all employees; contractors and visitors in the area know of the fire emergency and call 911. The Notifier should provide as much information as reasonably possible as to the exact location of the fire and, if known, what type of fire it is (i.e., chemical, gas, oil, etc.). The Notifier shall then contact his/her Group Leader if not already notified.

If trained, an employee may attempt to extinguish or smother a small fire, however, if the fire is too big to extinguish or if extinguishing the fire will place the employee or others in danger, they are to evacuate the area, call 911 and proceed to the Reporting Area.

Employees are encouraged to close all doors, however, not lock them. Locked doors hinder the fire department's search and rescue efforts. Employees shall proceed to the nearest marked exit staying low to avoid smoke and harmful gases and, if possible, covering mouth and nose with a damp cloth to help breathing.

Accountability - Designated Reporting Area

When employees are safely out of the building, they are to report to

Municipal Departments		Reporting Area
Street Department		East Parking Lot
Electric Department		South Parking Lot
Water/Sewer Distribution		East Parking Lot
Wastewater Treatment Plant		West Parking Lot
Water Treatment Plant		East Parking Lot
Town Hall		South Parking Lot
Police Department		East Parking Lot
Park and Recreation		West Parking Lot
Pool House		North Parking Lot

Post Fire Procedures

Employees shall remain on the property until officially accounted for by an Emergency Coordinator to avoid unnecessary concern. Employee dismissal, if warranted, will be granted at that time.

All personnel who are not directly involved with the emergency shall not be allowed in, around or near the emergency area, nor is business to resume until the building and property is determined safe by the Montpelier Fire Chief, and/or the Emergency Coordinators.

Once the emergency is under control, all emergency protection services shall be reactivated prior to conducting an inspection of the facility. Emergency Coordinators will conduct an inspection of the entire facility before business resumes.

Explosion or Building/Roof Collapse

Emergency Coordinators and Maintenance Personnel shall know the location of each fire extinguisher in the facility. They shall also know the shut off location of the main gas and water valve for the facility, and the facility's main electrical panels.

In the event of explosion or building/roof collapse, all reasonable efforts will be made to help injured employees and to notify those employees in imminent danger to evacuate the area. At the first opportunity, the Notifier shall call 911 and the Emergency Coordinators. All employees, contractors and visitors shall exit the building and report to the pre-designated area for accountability.

In the event the explosion or building/roof collapse should produce a fire. Emergency Fire Procedure shall be implemented.

If the fire is the result of an explosion, employees shall be made aware that secondary explosions may occur and that the building may be unsafe. All efforts shall be made to exit the building as quickly as possible.

Employees should try to shut doors to prevent fire from spreading but do not lock them. Locking doors hinders the fire department's search and rescue efforts. Employees shall proceed to the nearest marked exit. If possible, cover your mouth and nose with a damp cloth to help you breath.

Accountability - Designated Reporting Area

When out of the building, employees are to report to their respective areas for accountability by Supervisor or designate.

Follow Fire and General Post Emergency Procedures.

Chemical Release

Potential chemical releases may include but are not limited to oil, gasoline, battery acid, primer, paint, acid, butyl, gas vapors, and carbon monoxide.

Emergency Coordinators and Maintenance Personnel shall know the shut off location of the main gas and water valve for the facility. They shall be familiar with those chemicals that, when released, may be harmful to humans and/or the environment. They will be familiar with spill countermeasures to prevent or reduce the amount of toxic chemicals released. Extra caution shall be observed to prevent hazardous or potentially hazardous chemicals from entering the waterways or dispersing into the atmosphere and let Emergency Coordinators know this.

When any employee has noticed a chemical release, all reasonable efforts will be made to notify people in immediate danger. If the spill is known to be non-toxic in nature, efforts shall be made to prevent the material from entering the sewer system or other public water entryways.

The Notifier shall call 911 and remain at the spill site until an Emergency Coordinator arrives unless the health of the employee may be jeopardized. If the spilled material should enter the sewer or waterways, the Montpelier Waste Water Plant shall be called immediately. Any corrective action shall be at the discretion of the Emergency Coordinators

Accountability – Reporting Area

If instructed by the Emergency Coordinator to evacuate the building, employees shall report to the nearest parking lot located away and upwind from the direction of the hazardous or toxic chemical release or other instructions by the Emergency Coordinator.

Post-Chemical Release Procedures

An investigation shall be conducted as soon as reasonably possible. A report shall be written detailing the incidents prior to and after the chemical release, steps taken for the clean-up of the release and a list of all responding agencies. A review by the Emergency Coordinators shall take place within a reasonable time to discuss procedures to be taken to prevent future releases. Employees shall participate in all training applicable to the chemical releases as needed and required. Training shall be documented.

Medical Emergency

The safety of all personnel involved in any emergency is of the utmost importance to the Village of Montpelier. Accordingly, all safety rules, practices, and procedures must be adhered to strictly throughout the scope of any emergency.

In the event that an employee or non-employee within the facility or on the property experiences an injury or illness, which requires immediate professional medical attention, the following steps shall take place:

The first person on the scene will remain with the injured or ill employee and summon help from that location to a second person. All efforts shall be made to make the injured or ill employee as comfortable as reasonably possible.

The second person will immediately call 911 with as much as the following information:

Name of individual
Nature/cause of injury or illness
Condition of the individual
Location of the individual
Personal information such as age, weight, medical history, if available

The Second Person shall stay on the scene, if possible, to direct the attention of the Emergency Responders to the site if the Group Leader is not available. The Second Person or the Group Leader will take the necessary steps to clear the area of non-essential personnel and ensure that a clear path is available for the arrival of Emergency Responders. They will direct the outside emergency responders to the scene. MSDS' that may be pertinent should be made available.

In the event that bodily fluids have come into contact within the working area, employees are to perform de-contamination procedures as outlined in the facilities Exposure Control Plan as required by OSHA Bloodborne Pathogens Standard. 29CFR1910.1030.

All employees not involved with the medical emergency are to remain at their worksites and continue working unless otherwise notified. Employees are advised to use respect when attending to the needs of an injured or ill employee. In other words, incorporate the same amount of respect and privacy you would want for yourself. If your presence is not necessary, please go back to work and allow the injured or ill employee some dignity.

Bomb Threat

When an employee receives a call that there is a bomb in any of the buildings owned by the village, the following steps shall take place:

1. Employee who receives the call should try not to hang up; many times a call can be traced if telephone circuitry is left open.

2. Stay calm, listen carefully, be polite, and do not interrupt the caller.

3. Attempt to stall the caller by keeping them talking; get as much information as possible. If possible, write down time of day.

4. Get the attention of someone close to you to summon the Emergency Coordinators.

5. Emergency Coordinators shall call the police immediately.

6. Employee who receives the call should try to get as many details about the situation as possible from the caller.

   - What kind of bomb is it?
   - Where is it?
   - When will it go off?
   - Why was it placed?

7. Try to determine if the caller is:

   - Male or Female
   - Adult, Teenager, Juvenile
   - Young, Middle Age, or Elderly

8. What type of voice does caller have?

   - Is there an accent?
   - What is the pitch of speech?
   - Angry, slurred, frantic, calm, laughing

9. What kinds of background noises can be heard?

   - Machinery, planes, street noise, bus, factory, cars, office machines, crowd

10. Is it possible that the caller could be a former or current employee?

All attempts shall be made to record as much information as possible about the caller and what was said.

Do not turn light switches on, computers, anything electrical that may ignite a possible explosion.

Call the Police - All information shall be forwarded to the police upon their arrival. In a joint decision with municipal officials, an evacuation of building and property may take place.

The Emergency Coordinator or other Designee shall announce instructions for evacuation.

Power Failure

Emergency Coordinator and Maintenance Personnel shall know the location of electrical panels for the facility. In the event of a power failure, employees shall be encouraged to shut down machines, equipment and computers regardless of how minimal the power loss is perceived to be. This shut down procedure shall include printers, coffee makers, radios, or any other energy source within workstations, cubicles or enclosed offices.

The above procedure shall be conducted whenever a power failure occurs unless otherwise stated by the Emergency Coordinators. Each Supervisor shall be notified as to when production in their respective areas can resume.

The Village of Montpelier has established this plan in an effort to respond to a major electrical emergency within the Village of Montpelier's electrical utility system. An electric utility emergency may be caused by an act of nature, vandalism, terrorism, or equipment failure. This contingency plan is a work in progress document and will be continually modified to incorporate additional emergency information and procedures as they develop.

Potential Vulnerabilities

Vulnerabilities may be caused by equipment failure whose inherent nature may give no advanced forewarning of the failure or by an imminent failure where the Village of Montpelier may have advance notice of such failure.

The Village of Montpelier also realizes that there is always the potential for a natural occurrence (disaster) that would cause an electrical emergency. In situations such as this, the Village of Montpelier may have additional preparation time, which could greatly limit the scope of outage times.

In an attempt to limit the duration of possible outage times, the Village of Montpelier has identified the following areas as electrical system vulnerabilities.

1. Loss of the external power supply
2. Loss of the internal power supply
3. Partial loss of transmission facilities
4. Partial loss of distribution facilities
5. Imminent voltage problems from outside sources

Major Outages (Total System Outage)

In the event of a major outage encompassing large areas of the Village, the Emergency Coordinators and the Electric Superintendent shall examine the situation as a group. The Electric Superintendent will have full authority if the situation appears that it will last for an extended period of time. In addition, the Director of Finance will be called in to communicate progress to the general public.

Once communication has been established to the general public, the Mayor or designee will send a group text message to all elected officials advising the situation. If there is a need for additional assistance a message will be sent to Elected Officials advising what actions need their assistance and where to respond to.

Every effort should be made to contact Departments Superintendents and other personnel required via the following methods:

1. Regular telephone (home or office)
2. Cell Phones
3. 2-way radio
4. Email
5. Law enforcement agencies

In the absence of the Electrical Superintendent, these responsibilities shall be assumed by:

1. Electric Assistant Supervisor or Electric Stand-By Person if assistant is unavailable.

During the initial stages of any Electric emergency it is always the Village's intention that the Emergency Coordinators and all Electric Department employees will:

1. Meet at the Electric Department
2. Assess the scope of the emergency
3. Determine the critical areas of the Village that are most affected
4. Set priorities for the restoration of circuits
5. Allocate personnel based on 1 through 3 above
6. Determine the need for generation, isolation from First Energy, or utilize secondary 69kV interconnect through JV4.
7. Coordinate efforts between all Departments
8. Contact the AMP dispatcher to determine the status of the JV-2 generators
9. Assign one person to check out questionable or unclear situations in the field
10. Determine if mutual aid is needed and how much

Control Center

1. **Village of Montpelier Town Hall**

   An operational control center will be established in the Village of Montpelier Town Hall Utility Office and will be manned by the Finance Department. The Director of Finance and the office staff will field all incoming emergency calls and shall also maintain a continually updated and tabulated list of outages and restorations.

2. **Alternate Control Center**

   It is always the intention of the Village of Montpelier to establish a control center in the Village of Montpelier Town Hall. *However, circumstances may arise that will require the control center to be moved to the Police Department office on Empire Street.*

3. **Emergency Outage callouts Procedures**

   The first responsibility of the Director of Finance or designee would be to call in personnel to help assist in staffing the Town Hall Utility Office. The Town Hall Utility Office personnel shall call in appropriate personnel that the Director of Finance could not contact on their initial call out procedure.

   a. The Town Hall Utility Office personnel shall field all incoming phone calls and will complete and send out updated reports to the outage management team.
   b. The outage management team will take the outage management report generated by the Town Hall Utility Office personnel and will assign work crews by availability using predetermined 4 electrical quadrants (NE, NW, SE, SW).

   The Electric Superintendent shall prioritize the outage calls as they are received by their level of importance listed below:

   a. Situations that endanger life and property shall have the highest priority

b. A designated field person (most likely the Electric Superintendent) shall investigate unclear situations and report his findings to the Control Center personnel.

As calls are completed, field personnel shall report to the Control Center by cell phone, clearly stating the problem has been resolved or that it has been partially resolved and a return call will be needed. Control Center personnel shall call all customers to confirm that outage related emergencies have resolved.

Communications

It is imperative that all interdepartmental communications (cell phone or otherwise) be concise with a clear explanation of what has been done or needs to be done. The following information must be clearly relayed to the Control Center personnel. Each outage must be documented by the appropriate personnel:

Before said documentation is signed off a series of quality controls questions will be asked:

1. Has power been restored?
2. Is a return call needed?
3. Wire down. Is it electrical, cable or phone?

Any outage lists made by other departments must be communicated to the Control Center (419-485-5543) at least hourly to prevent duplication of effort and to utilize personnel efficiently.

The Electric Superintendent should coordinate incoming plant personnel and advise them of the situation and where their assistance is needed until relieved or otherwise directed by a supervisor.

Other Departments

In the event that Village employees from departments other than the Village Electric Department are required to assist at any site involving power lines, the non-electric department employees shall be under the direct supervision of the on-site linemen or line supervisor and not proceed until instructed by the onsite lineman or line work supervisor who has direct knowledge that the lines have been de-energized. Only then will employees be allowed to proceed with the removal of debris.

If the need for a backhoe, excavator, loader, dirt, stone or gravel is needed the Water/Sewer Department Superintendent shall be called to the Control Center to coordinate required assistance in the field as needed.

Phone List – Electric Department and Control Center

Tim Fry Electric Superintendent	419-553-6189 (cell)
Drew Shepard Assistant Electric Supervisor	419-551-7991 (cell)
Justin Houk Deputy Manager	419-377-1512 (cell)
Brad VanDeVoorde Line Foreman	419-551-6353 (call)
Nick Carlson Lineman	567-210-8769 (cell)
Dakota Benner Lineman	419-799-0795 (cell)
Brayden Custer Lineman	567-239-6497 (cell)
Electric Call Phone	419-553-0104 (cell)
Nikki Uribes Director of Finance	419-799-0777 (cell)
Dan McGee Police Chief	419-553-0081 (cell)
Village of Montpelier Town Hall Utility Office	419-485-5543 (office) 419-485-4947 (fax)
AMP Partners Amp Partners 24 hour Dispatch Center	614-471-2676 (Direct Phone) 614-337-6222 (Switchboard) 614-337-6234 (fax)

Employee Contact List

Staff	Cell Phone	Other Phone
Town Hall Main	419-485-5543 (office)	419-485-4947 (fax)
Jason Rockey	419-553-6926	
Nikki Uribes	419-799-0777	
Justin Houk	419-377-1512	
Tina Custer	419-551-9334	
Jessica Apple	419-551-1887	
Molly Collert	419-906-7036	
Electric Department	419-485-5576 (office)	419-553-0104 (call phone)
Tim Fry	419-553-6189	
Drew Shepard	419-551-7991	
Brad VanDeVoorde	419-551-6353	
Dakota Benner	419-799-0795	
Nic Carlson	567-210-8769	
Brayden Custer	567-239-6497	
Water/Sewer Department	419-485-1176 (office)	419-553-0332 (call phone)
Rich Stoy	419-630-6266	
Devin Nemire	419-551-163	
Buffie Beck	419-630-8062	
Tom Bechtol	419-213-0453	
Street Department	419-485-1526 (office)	419-553-0172 (call phone)
Robert Houk	419-630-4599	
Adam Siebenaler	419-630-6689	
Tim Sanders	419-553-7000	
Elias Carter	419-212-6071	
Cody Grimm	419-388-5941	
Wayne Murray	419-451-0266	
Dylan Eitniear	567-239-9351	
Water Treatment Plant	419-485-0936 (office)	
Thane Apt	419-705-4880	
Dan Ankney	419-633-2431	
Waste Water Treatment	419-485-2300 (office)	
Kevin Sommer	419-551-4257	
Jason Stahler	419-737-6247	
Kyle Gearhart	567-239-6715	

Critical Customer List

1. Montpelier Hospital
2. Evergreen Manor Nursing Home
3. Water Treatment Plant (generator backup)
4. Waste Water Treatment Plant (generator backup)
5. Montpelier Police Dept (generator backup)
6. Montpelier Fire Dept (generator backup)
7. Creative Liquid Coatings
8. Winzeler Stamping
9. Powers and Sons
10. Moore Industries
11. DPI
12. Wavelock Industries

List of Contacts (Contractors, Suppliers, Fuel, Lodging and Food

Electrical Construction Suppliers

1. Power Line Supply
   1430 Reliable Parkway
   Chicago IL 60686
   800-832-2297

2. US Utility Contractor Co. Inc.
   3592 Genoa Rd
   Perrysburg OH 43551
   419-837-9753

3. Vaughn Industries
   1201 E Findlay St
   Carey OH 43316
   413-396-3900

4. Brownstown Electric Supply Company
   690 E State Rd 250
   Brownstown IN 47220
   800-742-8492

5. Anixter Inc
   304 Cramer Creek Ct
   Dublin OH 43017
   614-799-2600

Fuel

1. Montpelier Main Stop
   501 W Main St
   Montpelier OH 43543
   419-485-3051

2. Circle K
   106 Broad St
   Montpelier OH 43543
   419-485-3068

3. Lassus Handy Dandy
   107 E Main St
   Montpelier OH 43543
   419-485-3088

Lodging

1. Quality Inn
   13508 St Rt 15 (Exit 13 on Turnpike)
   Montpelier OH 43543
   419-485-5555

2. Holiday Inn Express
   13608 St Rt 15 (Exit 13 on Turnpike)
   Montpelier OH 43543
   419-485-0008

Food

1. Cookies on Demand
   114 Broad St
   Montpelier OH 43543
   419-485-0070

2. Wyse Guys Pizza
   317 W Main St
   Montpelier OH 43543
   419-485-5506

3. Subway
   1428 Whitaker Way
   Montpelier OH 43543
   419-485-8765

4. Four Seasons
   13469 St Rt 15
   Montpelier OH 43543
   419-485-3261

5. JJ Wynn Restaurant
   13508 St Rt 15
   Montpelier OH 43543
   419-485-0700

6. Rowes Recreation
   307 West Main Street
   Montpelier OH 43543
   419-485-8711 (after hours 419-551-9838 – Tyler Klear, owner)

VILLAGE BUILDINGS AND LOCATIONS
(Includes unmanned locations)

Town Hall	211 N. Jonesville Street
Fire Station	107 S. Monroe Street
Police Station	221 Empire Street
Waste Water Treatment Plant	231 Creek Blvd.
Park Recreation Office	932 S. Pleasant Street
Park Maintenance Building	934 S. Pleasant Street
Pool Bath House	1110 S. Platt Street
Concession Stand/ Press Box	1215 Charlie’s Way
Shelter House	1110 S. Platt Street
Water/Sewer & Mechanic	507 W. Main Street
Street Barn	1010 E. Main Street
Water Treatment Plant	333 Porter Road
Electric Department	1601 Magda Drive
Main Street Park	309 E. Main Street
Storrer Park	300 S. Platt Street

Unmanned Locations

Electric Dept Office – Old	202 W. Court Street
Electric Dept Garage – Old	208 W. Court Street
Electric Dept Storage – Old	216 W. Court Street
Electric – Airport Substation	400 Airport Road
Electric – Henry St Substation	115 Henry Street
Electric – Steuben St Substation	101 E Steuben Street
Water Tower	Bryant/Court Street
Water Tower (.150MGD)	1655 Magda Drive
Water Tower (Holiday City)	1449 Co. Rd. 15
Vacuum Station	319 N. Platt St
High Service Pumps / Clearwell	615 Bryant Street
WWTP Pumping Station	519 W. Jefferson St.
Fulton Rd Pumping Station	425 Fulton Road
Henricks Drive Pumping Station	Corner of Henricks & Manor Drive
Magda Drive San Swr Pump Stn	11495 St. Rt. 15 Lot 4
Travis Drive High Service Pump Stn	1504 Travis Drive
South Pumping Station	713 Randolph Street
North Ejector Station (no longer in service)	Behind 343 N. Monroe Street
Holiday City San Swr Pump Stn	12931 St. Rt. 15 (Just south of RR tracks)
Holiday City San Pump Station	14620 Selwyn Drive (North of Chase Brass)

ATTACHMENT B

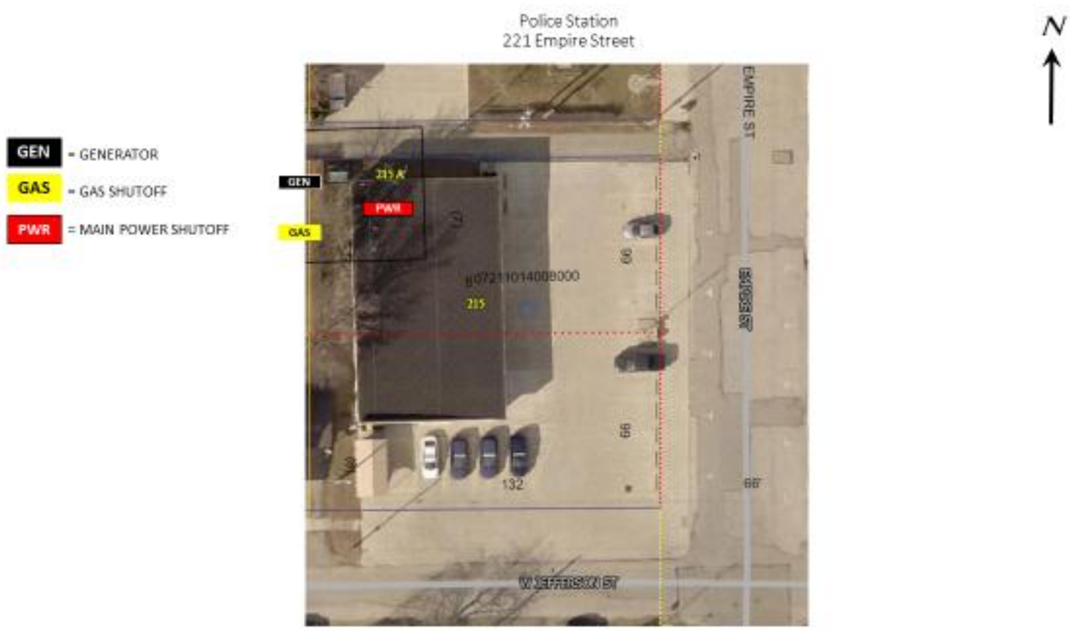
Following pages will consist of each manned facility as identified in the Village of Montpelier EAP (29CFR 1910.38).

- Page A: Village Town Hall - 211 North Jonesville Street
- Page B: Fire Station – 107 South Monroe Street
- Page C: Police Station – 221 Empire Street
- Page D: Waste Water Treatment Plant – 231 Creek Blvd.
- Page E: Park Activity House – 932 South Pleasant Street
- Page F: Park Maintenance Building – 934 South Pleasant Street
- Page G: Water /Sewer / Mechanic Building – 507 West Main Street
- Page H: Water Treatment Plant – 333 Porter Road
- Page I: Electric Department Building – 1601 Magda Drive
- Page J: Street Department Building – 1010 East Main Street

Fire Station
107 South Monroe Street

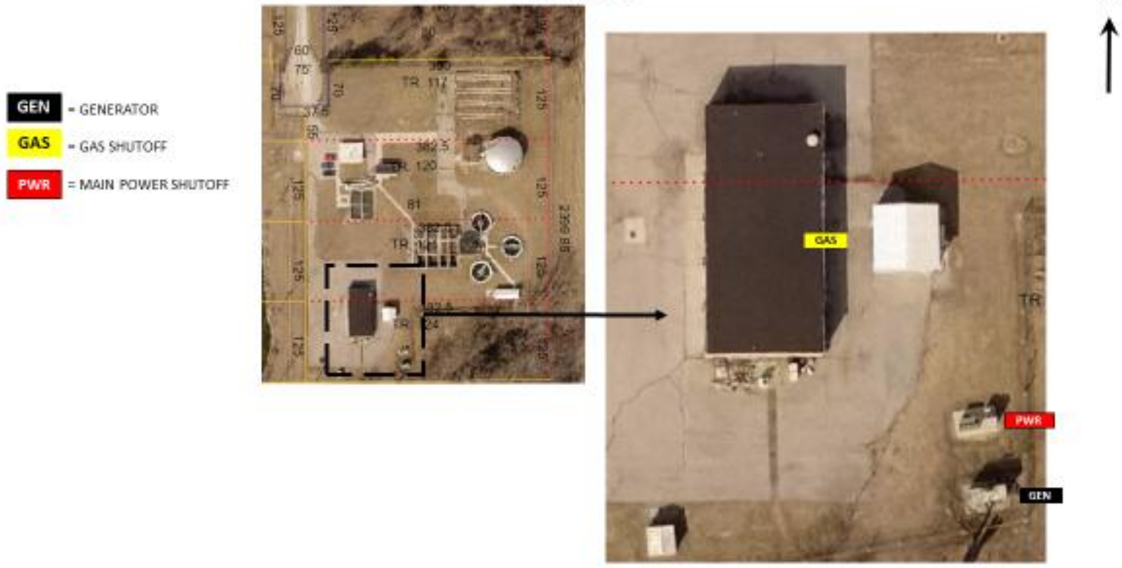
B

Police Station
221 Empire Street



C

Waste Water Treatment Plant
231 Creek Blvd.



D

Park Activity House
932 South Pleasant Street

E

Park Maintenance Building
934 South Pleasant Street

Water / Sewer / Mechanic Building
507 West Main Street

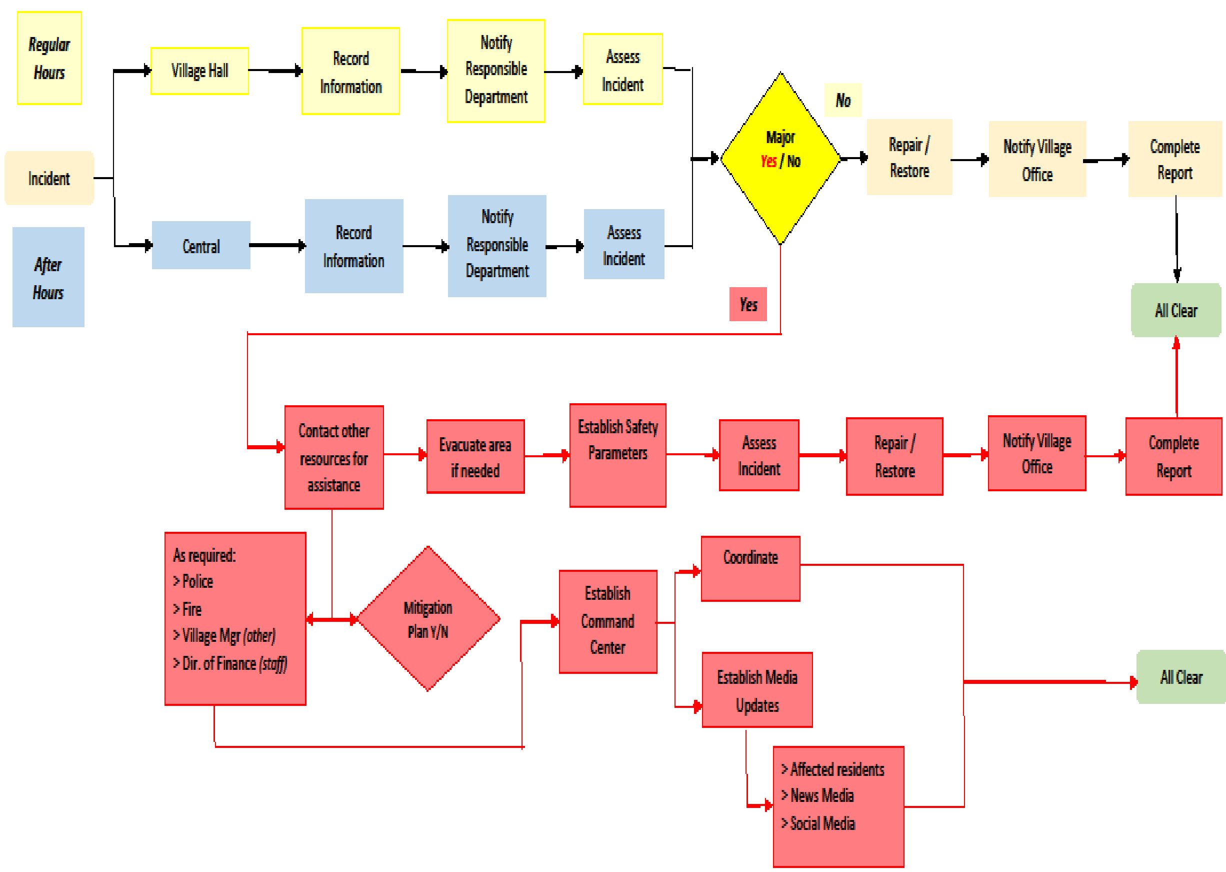
Water Treatment Plant
333 Porter Road

Electric Department
1601 Magda Drive

Street Barn
1010 East Main Street

ATTACHMENT C

VILLAGE OF MONTPELIER INCIDENT REPORTING FLOW DIAGRAM *(reference EAP 29CFR 1910.38)*



Incident Reporting Flow Diagram

DRAFT 05222025