

***EcoSmart Choice* Program**
PARTICIPATING MEMBER SCHEDULE
AMP CONTRACT NO. 2023-009396-SCHED
A Schedule to American Municipal Power, Inc.,
and
CITY OF CELINA
Master Service Agreement No. C-4-2004-3994

This Participating Member Schedule (the “**Schedule**”) between **AMP** and the City of Celina (the “**Participating Member**”) has been agreed upon as of _____ (the “**Effective Date**”). This Schedule is a schedule under the Master Services Agreement referenced above (“MSA”) the terms and conditions of which shall apply to all transactions hereunder unless specifically set forth to the contrary herein.

Capitalized terms used herein but not defined in the MSA shall have the meaning set forth in Section 10 of this Schedule.

Recitals

WHEREAS, AMP has created the ***EcoSmart Choice*** Program to provide a renewable energy product that the Participating Member can sell to its Customers supported by the purchase and retirement of Renewable Energy Certificates (“REC”) from renewable energy resources, including but not limited to, wind, hydroelectric, solar, biomass, geothermal, and landfill gas to Participating Members;

WHEREAS, Participating Member desires to acquire and AMP desires to provide ***EcoSmart Choice*** services pursuant to this Schedule consisting of Blended Renewable Product, on terms and conditions as set forth herein;

WHEREAS, AMP will supply ***EcoSmart Choice*** product (in MWhs) to the Participating Member and will purchase and retire an equivalent amount of Renewable Energy Certificates (in MWhs) at the conclusion of the program year (referred to as Annual True-Up); and

WHEREAS, pursuant to the terms and conditions identified in Exhibit B, attached hereto, AMP will award Sustainability Grants for approved sustainability projects by Participating Member;

NOW THEREFORE, in consideration of the promises, mutual covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be bound hereby, the Parties agree as follows:

1. Enrollment Set Up

Within thirty (30) days of the Effective Date of this Schedule, the Participating Member shall coordinate with AMP to establish enrollment services, usage tracking procedures and billing templates with regard to the Blended Renewable Product, consistent with the quality standards the Participating Member employs for its other electric services. AMP strongly suggests that the monthly premium included in the price of a Blended Renewable Product is stated on the Customer's monthly bill, but this Schedule does not require the same.

2. Marketing the Branded Product

2.1 Approvals and Marketing. Within sixty (60) days of the Effective Date of this Schedule, AMP shall provide initial Marketing materials to the Participating Member in order to Market the *EcoSmart Choice* Program and the Blended Renewable Product to the Participating Member's potential Customers. Marketing materials shall be mutually agreed upon by AMP and Participating Member, but shall not include TV or video service, or other third party services that require additional cash payments from AMP. The Participating Member shall use commercially reasonable efforts to inform its Customers of the *EcoSmart Choice* Program. The Blended Renewable Product shall be Marketed and sold to Customers under the licensed Mark "*EcoSmart Choice*" and pursuant to the *EcoSmart Choice* Program and the terms and conditions of AMP's approved Brand Standards.

2.2. Compliance with Law; Product Names. Each Party will offer and Market the Blended Renewable Product and the *EcoSmart Choice* Program, as applicable, in compliance with all applicable laws. The Blended Renewable Product shall be referred

to as “*EcoSmart Choice*” renewable energy product, and in all materials in which the *EcoSmart Choice* Mark is used, *EcoSmart Choice* shall be identified as a registered trademark of AMP.

2.3 License of Marks. Participating Member shall have a royalty-free non-exclusive license to use the *EcoSmart Choice* Mark solely for the purposes of participating in the *EcoSmart Choice* Program and in accordance with the terms of this Schedule.

3. Rates.

3.1 Rates. The rate of the Blended Renewable Product shall be calculated as follows: (i) an amount equal to the product of 0.4 Cents (\$0.004) multiplied by the aggregate number of kWhs of the Customer Load set forth in the Quarterly Report for the Blended Renewable Product sold to Customers, rounded to the nearest cent.

3.2 Rate Adjustment. AMP may adjust at any time the rates set forth in Section 3.1 to reflect any increases or decreases in the cost of the RECs purchased by AMP, or the market value of any AMP owned RECs provided by AMP and assigned to the *EcoSmart Choice* program to fulfill its obligations hereunder. Participating Member will receive notice at least forty-five (45) days before AMP adjusts the rates set forth in Section 3.1.

4. Sale of Blended Renewable Product to Customers; Reporting; Invoicing; and Remittances.

4.1 Sale of Blended Renewable Product to Customers. The Participating Member shall offer for sale and sell the Blended Renewable Product to Customers, in each case at a rate for each kWh (or each MWh) of the Customer Load for such Branded Product equal to the sum of an amount not to exceed: (i) the customers’ applicable rate per kWh (or per MWh) set forth in the Participating Member’s otherwise applicable rate schedule, plus (ii) the rates set forth in Section 3.1. At the option of the Participating Member, the Customer shall have a choice of receiving Blended Renewable Product equal to twenty-five percent (25%), fifty percent (50%), seventy-five percent (75%), one hundred percent (100%), or other percentage amount, as

determined by the Participating Member, of the Customer's energy usage. Any other percentage amounts offered to the Customer by the Participating Member must be confirmed in writing to AMP.

4.2 Customer Load Reporting; Quarterly Report. Within fifteen (15) calendar days after the end of each Quarter, the Participating Member will deliver to AMP a report (the "Quarterly Report") indicating, for that Participating Member: (i) the total number of Customers enrolled to purchase the Blended Renewable Product during each calendar month, or period of time mutually agreed upon by the Parties, in that Quarter; (ii) for each Branded Product, the actual or estimated Customer Load for such month in the aggregate expressed in kWhs for the Blended Renewable Product; and, (iii) such other enrollment, cancellation and Customer information as mutually agreed to by the Parties. Frequency of reporting may be adjusted based on mutual agreement by the Parties.

4.3 Invoices to Participating Member. Subject to the terms and conditions of this Schedule and the MSA, and pursuant to Section 3 herein, within thirty (30) calendar days of receipt of the Quarterly Report, AMP shall invoice the Participating Member for the purchase of the Branded Product ("Quarterly Invoice") for each kWh in the Customer Load for Blended Renewable Product sold to the Participating Member at a per kWh rate equal to \$0.004 per kWh (or \$4.00 per MWh) in accordance with this Schedule and the MSA, adjusted as set forth in Section 3.2 herein.

4.4 Quarterly Remittance of Participating Member to AMP. Subject to the terms and conditions of this Schedule and the MSA, and pursuant to Section 3 herein, within thirty (30) calendar days of receipt of the Quarterly Invoice, the Participating Member shall remit to AMP the amount in the Quarterly Invoice for the purchase of the Branded Product ("Quarterly Remittance").

5. Purchase and Retirement of RECs.

Pursuant to the terms and conditions of the MSA and this Schedule and during its term, at the end of each calendar year during the term of the agreement, AMP shall conduct an Annual True-Up whereby, on behalf of the Participating Member, AMP shall purchase an amount of RECs ("Purchased RECs") equal to the Customer Load but not

to exceed the amount invoiced to Participating Member during the Reporting Period, combined with any amount remitted to AMP from the prior Reporting Period. All such Purchased RECs will represent energy (measured in kWh or MWh) generated by appropriate resources during the Reporting Period as determined by AMP. Purchased RECs shall be matched with the Customer Load as set forth herein and AMP shall retire the Purchased RECs as soon as practically possible. In no event shall any such RECs be resold or claimed by AMP or the Participating Member for any purpose other than the *EcoSmart Choice* Program.

6. Term and Termination

6.1 Term. Subject to termination of this Schedule pursuant to the terms set forth herein, the initial term of this Schedule shall commence as of the Effective Date hereof and shall expire on December 31, 2025 (generally approximately two years following execution). After the initial term, this Schedule shall be renewed for additional two-year terms, each subject to termination of this Schedule pursuant to the terms and conditions set forth herein unless a Party notifies the other Party of its desire to not renew this Schedule, at least ninety (90) calendar days prior to the end of any term.

6.2 Termination. Prior to the expiration of any term, this Schedule may be terminated in the event of the occurrence of any of the following events: (i) upon the occurrence of a Regulatory Event, negotiation, and notice as described in Section 7; (ii) by mutual written agreement of the Parties; or (iii) upon AMP's material failure to provide RECs in accordance with Section 4 hereof.

7. Regulatory Event

Upon the occurrence of a Regulatory Event, the adversely affected Party shall within thirty (30) calendar days give notice to each of the other Party that such event has occurred. Within ten (10) calendar days, or such other period as the Parties may agree to in writing, each Party will enter into good faith negotiations with the other Party to amend or replace this Schedule. In the case of a Regulatory Event, the Parties shall attempt to amend this Schedule so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. In either case, if the Parties are unable, within thirty (30)

calendar days of initiating negotiations, or such other period as the Parties may agree to in writing, to agree upon an amendment to this Schedule, the adversely affected Party shall have the right, upon subsequent additional fifteen (15) calendar days prior written notice, to terminate this Schedule.

8. Force Majeure.

Other than the obligation to make payments for completed performance, a Party shall not be considered to be in default of its obligations hereunder, if its failure results directly from a Force Majeure event, including but not limited to, any act of God, fire, casualty, delay or disruption in transportation, flood, storm, natural disaster, civil war, strike, lockout, epidemic, destruction or shutdown of facilities, shortage or curtailment, riot, insurrection, governmental acts or directives, or any other cause beyond a Party's reasonable control. In the event that a Party is unable, wholly or in part, to meet its obligations under this Schedule due to a Force Majeure event, the obligations of such Party, so far as they are affected by such Force Majeure, shall be excused from the inception throughout the period of continuance of the Force Majeure. In the event any Party hereto is rendered unable, wholly or in part, by Force Majeure to carry out its obligations hereunder, it is agreed that upon such Party's (the "Claiming Party") giving notice and full particulars of such Force Majeure to each of the other Party as soon as reasonably practicable, using best efforts to provide notice within three (3) business days, after becoming aware of the cause relied upon, such notice to be confirmed in writing to each of the other Parties, then the obligations of the Claiming Party shall, other than the obligation to make payments due hereunder, and to the extent they are affected by such Force Majeure, be suspended during the continuance of said inability but for no longer period. In the event a Party receiving such notice of an event of Force Majeure objects to or disputes the existence of an event of Force Majeure, such receiving Party shall send notice to each the other Parties of such objection or dispute of the existence of an event of Force Majeure as soon as reasonably practicable following receipt of such notice of an event of Force Majeure. The Claiming Party affected by an event of Force Majeure shall use commercially reasonable efforts to fulfill its obligations hereunder and to remove any disability caused by such event at the earliest practicable time.

9. Customer Complaints.

If a Party receives a complaint from a Customer or potential Customer, or a complaint is filed with a governmental or regulatory authority, regarding the *EcoSmart Choice* program provided under this Schedule, such Party will, as soon as possible and in no event later than five (5) Business Days of receiving notice of the complaint, give the other Party notice of the complaint. The Participating Member shall, at its expense, be responsible for handling all Customer complaints related to the Blended Renewable Product; provided, however, the Participating Member may request AMP to assist it with any Customer complaints. The Parties will work expeditiously and in good faith to share information about the complaint and the facts giving rise to the complaint.

10. Definitions.

“Annual True-Up” means AMP’s process of balancing the total amount of MWh sold by Participating Members under the *EcoSmart Choice* program in a given calendar year with an equal amount of Renewable Energy Certificates, which are purchased and retired by AMP.

“Blended Renewable Product” means a product consisting of RECs, purchased by AMP and retired by AMP on behalf of Customers, from a variety of renewable energy resources to be Marketed to potential Customers under the licensed Mark “*EcoSmart Choice*”, pursuant to the *EcoSmart Choice* Program and the terms and conditions set forth in this Schedule. The Blended Renewable Product shall match a percentage of kWhs/MWhs of a Customer’s energy usage for the specified period of time. At the option of the Participating Member, the Customer shall have a choice of receiving Blended Renewable Product equal to twenty-five percent (25%), fifty percent (50%), seventy-five percent (75%), one hundred percent (100%), or other percentage amount as determined by the Participating Member, of the Customer’s energy usage.

“Customer Load” means the aggregate amount of energy, expressed in kWhs and/or MWhs, as applicable, delivered to Customers purchasing the Blended

Renewable Product, as measured at such Customers' meters by the Participating Member serving such Customers over a specified period of time.

"Customers" means all eligible retail customers of the Participating Member who purchase any of the Blended Renewable Product from the Participating Member.

"EcoSmart Choice Program" means the retail REC program jointly entered into by the Parties to promote, Market and sell the Blended Renewable Product to potential Customers, pursuant to the terms and conditions of this Schedule.

"Mark" means the *"EcoSmart Choice"* name and trademark, attached as Exhibit A or as subsequently updated or revised, owned by AMP and registered with the United States Patent and Trademark Office.

"Market", "Marketed" or "Marketing" means customer communications and outreach activities associated with increasing and maintaining purchases of the Blended Renewable Product by potential and current Customers.

"Purchased RECs" has the meaning set forth in Section 5 above.

"Quarterly Invoice" has the meaning set forth in Section 4.3 above.

"Quarterly Remittance" has the meaning set forth in Section 4.4 above.

"Quarterly Report" has the meaning set forth in Section 4.2 above.

"Regulatory Event" shall mean any of the following events hereunder: (i) due to the adoption of, or change in, any applicable law, or in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction, it becomes unlawful for a Party to perform any obligation under this Schedule; (ii) any regulatory agency or court having jurisdiction over this Schedule requires a material change to the terms of this Schedule that materially and adversely affects a Party's ability to perform hereunder; (iii) any regulatory agency issues new regulations, amends existing regulations, or, issues an order, or a court enters an order, the effect of which is to adversely and materially affect a Party's ability to perform hereunder; (iv) any action by a governmental or regulatory authority with jurisdiction over the Parties that adversely and materially affects a Party's ability to perform hereunder; or (v) any ad valorem, property, occupation, severance, generation, first use, conservation, BTU or

energy, transmission, utility, gross receipts, privilege, sales, use, consumption, excise, lease, transaction or other governmental charge, license, fee or assessment (other than such charges based on net income or net worth), or increase in such charges, or application of such charges to a new or different class of parties, enacted and effective after the Effective Date that adversely and materially affects a Party's ability to perform hereunder. Regulatory Events do not include actions of any officer, legislative authority or regulatory authority of the Participating Member.

“Renewable Energy Certificate(s)” or “REC(s)” means (i) fuel source, emissions and other environmental characteristics, and avoidance of emissions, resulting from the generation of renewable energy or otherwise and (ii) the REC reporting rights. One (1) REC shall be associated with one (1) MWh of energy generated from a renewable energy resource, including but not limited to wind, hydroelectric, solar, biomass, geothermal and landfill gas.

“Sustainability Grants” means monies in the form of grants that may be made available by AMP to *EcoSmart Choice* Participating Members as set forth in EXHIBIT B, attached.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Schedule as of the Effective Date.

AMERICAN MUNICIPAL POWER, INC.

**CITY OF
CELINA, OHIO**

By: _____
Name: Adam Ward
Its: Senior Vice President of Member
Services, Environmental Affairs &
Policy

By: _____
Name: _____
Its: _____

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Lisa McAlister
Senior Vice President and General Counsel
for Regulatory Affairs

Legal Advisor

Attachments: EXHIBIT A

EXHIBIT B

EXHIBIT A



EXHIBIT B

Sustainability Grants under AMP's *EcoSmart Choice* Program

I. Overview

As part of AMP's *EcoSmart Choice* green-pricing program, in the event that program revenues exceed program expenses in an amount equal to or exceeding \$5000.00 in a given calendar year, AMP will provide Sustainability Grants to Participating Members pursuant to the terms and conditions set forth herein.

II. Eligibility

Only Participating Members in AMP's *EcoSmart Choice* program in a given year who submit a valid *EcoSmart Choice* Sustainability Grant application shall be eligible to receive Sustainability Grants for that given year.

III. Calculating Available Funds for Sustainability Grants

Each February, AMP will total MWhs sold under the *EcoSmart Choice* program during the previous calendar year by each Participating Member, and shall purchase and retire an equal amount of Renewable Energy Certificates (RECs), consistent with the Annual True-Up Procedures. If program revenues exceed program expenses for the previous calendar year by an amount equal to or exceeding \$5000.00, AMP will designate the available excess revenue for Sustainability Grants. In the event that the program revenues do not exceed program expenses by \$5000.00 or more, any excess revenues will be carried over to the next program calendar year. If funds are available, Sustainability Grants shall be awarded each April to Participating Members who applied for such Sustainability Grants and have eligible projects. The Sustainability Grants shall be based on a *pro-rata* share of each Participating Member's *EcoSmart Choice* MWhs sold during the previous calendar year.

IV. Eligible Projects

An eligible project is submitted by a Participating Member that demonstrates a commitment to sustainability through the promotion of balancing environmental, economic, and community interests. Examples of eligible projects could include, but are not limited to, installing solar or other local renewable generation, tree planting in public parks and spaces, energy efficiency and weatherization improvements to public buildings, supporting local charities, energy and environmental education programs in schools / for customers, economic development activities, etc. Sustainability Grants are not merit-based and will not be awarded on a first-come, first-served basis; however, no Sustainability Grants shall be awarded in absence of an application from a Participating Member.

V. Application Process

Each Participating Member wishing to receive a Sustainability Grant based on its participation in the *EcoSmart Choice* program for the previous year shall submit an application (form to be supplied) to AMP by March 15, identifying a proposed sustainability project or projects. AMP will review all applications and make grants available in April to Participating Members who submitted valid applications. The amount of each Sustainability Grant shall be based on a *pro-rata* share of each Participating Member's *EcoSmart Choice* MWhs sold during the previous calendar year.