

**REVISED FINAL  
GORSUCH**

**AMP CONTRACT NO. C-9-2009-7506-R**

**THE CITY OF OBERLIN, OHIO  
GORSUCH PARTICIPATING SUBSCRIBING  
MEMBER UTILITY SCHEDULE  
EFFICIENCY SMART POWER PLANT  
DATED AS OF JULY 1, 2010  
TO  
AMERICAN MUNICIPAL POWER, INC.  
AND  
THE CITY OF OBERLIN, OHIO  
MASTER SERVICES AGREEMENT  
(AMP MSA NO. C-11-2005-4444)**

WHEREAS, AMP and the Vermont Energy Investment Corporation (“VEIC”) have negotiated a relationship regarding the implementation of an energy efficiency program for AMP to be known as the Efficiency Smart Power Plant (“ESPP”); and

WHEREAS, in furtherance thereof AMP and VEIC entered into an ESPP agreement (“ESPP Agreement”) consisting of a preliminary agreement (the “Preliminary Agreement”) and a final agreement (the “Final Agreement”) for AMP to pay VEIC to provide a comprehensive program of energy efficiency services (“ESPP Services”) designed to (i) comply with the Consent Decree (and under which said program must be approved by the U.S. EPA) and (ii) lower the total need for higher cost electric generation facilities or purchased power and thereby reduce Municipality’s customers’ bills (the “ESPP Services”), to be offered to Gorsuch participants as well as other AMP members (“Subscribing Member Utilities” or “SMUs”) contingent upon the attainment of specific subscription levels of AMP member municipalities referred to in the ESPP Agreement as “Critical Mass Participation” ; and

WHEREAS, AMP has provided the Municipality with copies of the Consent Decree and ESPP Agreement.

WHEREAS, Critical Mass Participation must be achieved by the Critical Mass Participation Date, as defined in the ESPP Agreement, through, among other things, the execution by a sufficient number of SMU’s of Schedules to receive ESPP Services (the “ESPP Schedules”); and

WHEREAS, AMP anticipates that the achievement of Critical Mass Participation by the Critical Mass Participation Date will allow the Final Agreement to become effective to offer the ESPP Services to AMP and the SMU’s at a the Energy Efficiency Charge prices set forth in Charge Appendix C (the “ESPP charges”); and

WHEREAS, AMP has offered to enter into this Participating SMU ESPP Schedule to provide that AMP will agree to obtain and sell to Municipality and Municipality will agree to become a Participating SMU and contribute to Critical Mass Participation in ESPP Services;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, it is agreed by and between Municipality and AMP as follows:

**SECTION 1. DEFINITIONS AND EXPLANATIONS OF TERMS**

Terms used but not defined herein shall have the meanings ascribed to them in Exhibit 1 to this Schedule or, if not defined herein or in Exhibit 1 to this Schedule, then in Appendix A of the Master Services Agreement.

**SECTION 2. REPRESENTATIONS**

Municipality represents to AMP that, as of the date this Schedule was executed by the Municipality:

- (i) Municipality has full legal right and authority to enter into the Master Services Agreement and this ESPP Schedule, to carry out its obligations hereunder and to furnish electric power and energy and related services to its customers;
- (ii) the Master Services Agreement and this ESPP Schedule have been duly executed and delivered by the appropriate officer or officers of Municipality pursuant to legislative action authorizing or directing the same; and

same instances, at AMP's sole discretion and at no additional cost to Municipality, additional ESPP Services over and above those otherwise available to Full Participant SMU's may be offered as well. Partial Participant SMU's shall be entitled to whatever ESPP Services that, in AMP's reasonable opinion, provides the best overall energy efficiency savings among all in order to assure compliance with the Consent Decree, with a secondary objective of providing a range of ESPP Services within the Partial Participant SMU's service area.

B. Municipality shall elect, on the signature page hereof, to be either a Full or Partial Participant SMU.

## **SECTION 8. RATES AND CHARGES**

A. AMP shall establish and maintain rates or charges, or any combination thereof, for ESPP Services made available to Municipality under this ESPP Schedule. Such rates or charges, or any combination thereof, shall be set forth in the Charge Appendix, Appendix C hereto, and shall provide revenues which, taken together with the revenues received by AMP under the Related ESPP Schedules and any other ESPP related revenues under other agreements, grants, settlements or the like ("ESPP Related Revenues"), are sufficient, but only sufficient, to meet the Revenue Requirements.

B. Municipality's charges in respect of any Month during which AMP has made available to Municipality any ESPP Services under this ESPP Schedule (whether or not Municipality actually accepts delivery thereof) shall be paid by Municipality through rates or charges, or the combination thereof, as set forth in the Charge Appendix and shall, unless Municipality otherwise notifies AMP in writing, be invoiced on Municipality's regular monthly power supply invoice from AMP.

C. The initial Charge Appendix, set forth on Appendix C, reflects AMP's estimates of the initial ESPP Charges to meet total ESPP Revenue Requirements. At such intervals as it shall determine appropriate, AMP shall review and, if necessary, shall revise prospectively the Charge Appendix to ensure that the rates or charges, ESPP Related Revenues, or any combination thereof, as set forth therein and the like appendices in the Related ESPP Schedules, in the aggregate, continue to cover AMP's estimate of all of the Revenue Requirements and recognize other factors as determined appropriate by AMP. AMP shall notify Municipality of each revision to the Charge Appendix and set forth the effective date thereof, which date shall not be less than three (3) months after such notice prior to such effective date.

D. Municipality shall receive a credit against Municipality's portion of ESPP Revenue Requirements, up to, but not to exceed one hundred (100%) percent of Municipality's portion of ESPP Revenue Requirements, for all amounts respecting participation in the ESPP paid by Municipality under the Gorsuch Power Sales Contract or other agreements between such Municipality and AMP.

E. Municipality may elect to have AMP delay and/or spread the payments due hereunder, with an interest component equal to AMP's cost of money as follows, (i) spread the payments over a six (6) year period beginning January 1, 2011 or (ii) defer all payments for collection over the three (3) year period beginning January 1, 2014 or (iii) such other time periods requested by Municipality and approved by AMP's Board. Such election shall be made on the signature page hereof.

**SECTION 14. SURVIVORSHIP OF OBLIGATIONS**

The termination of this ESPP Schedule shall not discharge any Party hereto from any obligation that it owes to any other Party under this ESPP Schedule by reason of any transaction, loss, cost, damage, expense, or liability which shall occur or arise (or the circumstances, events, or basis of which shall occur or arise) prior to such termination. It is the intent of the Parties hereby that any such obligation owed (whether the same shall be known or unknown at the termination of this ESPP Schedule or whether the circumstances, events, or basis of the same shall be known or unknown at the termination of this ESPP Schedule) shall survive the termination of this ESPP Schedule.

*[Signatures Appear on the Following Page]*

**EXHIBIT 1**

**TO AMP/MUNICIPALITY EFFICIENCY SMART POWER PLANT SCHEDULE**

**REGARDING  
DEFINITIONS**

- (iv) the costs of defending, compromising, and settling any suits or claims against AMP relating to the ESPP, the ESPP Schedule or Related ESPP Schedules or any service rendered from the ESPP and the payment of any judgments or verdicts related thereto; and
  - (v) repayment of any prudently incurred sums for expenditures advanced by AMP in connection with any of the costs set forth above, whether incurred prior to the effective date or otherwise.
- K.** *Party or Parties* refers to Municipality and AMP.
- L.** *Related ESPP Schedules* shall mean the ESPP Schedules between AMP and the other SMU's listed on Appendix B.
- M.** *Revenue Requirements* shall be the sum of all Operating Expenses, and the repayment with interest of any borrowings by AMP related to the ESPP program, less any ESPP Related Revenues, but only to the extent not appropriately allocated directly to individual SMUs.
- N.** *Uncontrollable Force* shall mean any cause beyond the control of a Party, including, but not limited to, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, pestilence, war, riot, civil disturbance, labor disturbance, sabotage, restraint or action by court or public authority, and failure of third parties to provide transmission, which by due diligence and foresight such Party, as the case may be, could not reasonably have been expected to avoid and shall include the failure of an energy efficiency Contractor both to perform and to pay amounts due, if any, under the related Agreement.
- O.** *Year* shall mean the twelve-month period commencing at 12:00 a.m. on January 1 of each calendar year; *provided, however*, that the first Year shall commence on the Effective Date set forth in Section 3 and shall expire at 12:00 a.m. on the next succeeding January 1.

Except where the content otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, public and private corporations, and any other legal entities.

PARTICIPANTS

Amherst, Ohio  
Arcanum, Ohio  
Breach City, Ohio  
Bradner, Ohio  
Brewster, Ohio  
Columbiana, Ohio  
Columbus, Ohio  
Custar, Ohio  
Dover, Ohio  
Eldorado, Ohio  
Elmore, Ohio  
Galion, Ohio  
Genoa, Ohio  
Glouster, Ohio  
Grafton, Ohio  
Haskins, Ohio  
Hubbard, Ohio  
Hudson, Ohio  
Jackson, Ohio  
Jackson Center, Ohio  
Lakeview, Ohio  
Lodi, Ohio  
Lucas, Ohio  
Mendon, Ohio

Milan, Ohio  
Minster, Ohio  
Monroeville, Ohio  
Napoleon, Ohio  
New Bremen, Ohio  
Newton Falls, Ohio  
Niles, Ohio  
Oak Harbor, Ohio  
Oberlin, Ohio  
Orrville, Ohio  
Painesville, Ohio  
Pemberville, Ohio  
Prospect, Ohio  
Seville, Ohio  
S. Vienna, Ohio  
St. Marys, Ohio  
Tipp City, Ohio  
Versailles, Ohio  
Wadsworth, Ohio  
Waynesfield, Ohio  
Wellington, Ohio  
Woodville, Ohio  
Yellow Springs, Ohio

[TO BE REVISED]

4. Billing Period. The Billing Period shall be Monthly and be invoiced with the Municipality's monthly power invoice from AMP or as otherwise agreed by the Parties.

Effective: January 1, 2011