

INDEX TO ATTACHMENTS

- ATTACHMENT 1 – Summary of Qualifications and Experience
Mark David Goss
Goss Samford PLLC
- ATTACHMENT 2 – Interlocal Cooperation Agreement Creating the Kentucky
Municipal Energy Agency
- ATTACHMENT 3 – Letter from Charles S. Munson, Esq.
Rubin & Hays Attorneys
January 2, 2018
- ATTACHMENT 4 – Ordinance #16-2016 and excerpt from Minutes of
September 6, 2016 Council Meeting
- ATTACHMENT 5 – Agency Agreement between Berea and KMEA for Procurement of
Berea Transmission Services
- ATTACHMENT 6 – Master Services Agreement between Berea and AMP and AMP
Affiliated Entities, dated September 1, 2016 (and exhibits)
- (MARKED “CONFIDENTIAL”)

**Summary of
Qualifications and Experience**

**Mark David Goss
GOSS SAMFORD, PLLC**

MARK DAVID GOSS served as Chairman of the Kentucky Public Service Commission from 2004 to 2008, overseeing the regulation of rates and service for more than 1500 electric, gas, water and telecommunications utilities in Kentucky. During his tenure, the Commission resolved over 60 general utility rate cases, 12 electric transmission line certificate cases, 30 requests to transfer control of utilities including approval of the mergers of Bell South Telecommunications with AT&T and of Duke Energy with Cinergy Corporation. Under Mark David's leadership, the Commission also resolved numerous financing, construction request and environmental compliance cases involving electric utilities and resolved several administrative cases at the Kentucky PSC opened to investigate various electricity matters, including: the Adequacy of Kentucky's Generation Capacity and Transmission System; the Reliability Measures of Kentucky's Electric Distribution Utilities; and, consideration of the Federal Energy Policy Act of 2005 regarding Fuel sources and Fossil Fuel Generation Efficiency, Time Based Metering, Demand Response and Interconnection Service.

As Chairman, Mark David acted as the agency's Chief Executive Officer where he supervised 125 employees and a multi-million dollar budget. A leading Wall Street firm ranked the Kentucky Public Service Commission the second best public utility commission of the 50 state utility commissions in the United States for 2006 – 2007. Mark David also served as Chairman of the Kentucky Board on Electronic Generation and Transmission Siting, which is responsible for the siting of all merchant electric generation and transmission facilities in Kentucky.

In addition to his responsibilities as Chairman of the Kentucky Public Service Commission, Mark David was formerly a member of the National Coal Council and is currently a member of the Energy Bar Association. He has also been a member of the Advanced Coal Technology Work Group established by the U.S. Environmental Protection Agency and the National Association of Regulatory Utility Commissioners (NARUC) Electric Committee. Mark David was a past Chairman of the NARUC Subcommittee on Clean Coal and Carbon Capture Technology and a member of the Boards of NARUC, Organization of MISO States and Organization of PJM States.

Mark David began his legal career in a practice with his father, Gene Goss, at Goss and Goss in Harlan Kentucky. Most recently, Mark David was a Member of Frost Brown Todd, LLC where he practiced corporate and administrative law, concentrating on regulatory and business issues affecting electric, natural gas and water utilities. Mark David has successfully resolved, by trial and otherwise, hundreds of civil cases before courts in both the federal and state judicial systems. Included in that number are many cases handled before various administrative and regulatory agencies.

Admitted to Practice Before:

- United States Supreme Court
- United States Court of Appeals for the Sixth Circuit
- United States District Courts for the Eastern and Western Districts of Kentucky
- All Kentucky Courts

Education:

- J.D. – University of Tennessee (1985)
- B.A. – Transylvania University (1982)

Mr. Goss has been a featured speaker at several events, including:

- East Kentucky Power Cooperative, Inc. Annual Meeting – “A Tale of Two Cooperatives,” June 12, 2012; Winchester, Kentucky;
- East Kentucky Power Cooperative, Annual Meeting – “Challenges and Strategies for EKPC in a World of Carbon Regulation,” June 10, 2008; Winchester, Kentucky;
- Kentucky Association of Electric Cooperatives Managers’ Meeting – “Global Warming – Kentucky Implications,” November 19, 2007; Louisville, Kentucky;
- Kentucky Energy Efficiency Conference – “What State Government Can Do to Advance Energy Efficiency in Kentucky,” November 16, 2007; Frankfort, Kentucky;
- Appalachian Regional Commission Clean Coal Conference – “Generating Electricity with Clean Coal Technologies: The States Role in Cost Recovery for Utilities,” April 25, 2007; Lexington, Kentucky;
- Kentucky Association of Electric Cooperatives Managers’ Meeting – “An Open Conversation,” April 17, 2007; Lexington, Kentucky;
- KY Mineral Law Conference, “The Future of Coal-Fired Electric Generation in Kentucky,” October 5, 2006; Lexington, Kentucky;
- Electric Utilities Consultants, Inc. Electric Distribution Reliability Conference – “The Diverse Terrain of Reliability Regulation: The View from Kentucky,” September 26-27, 2006; Los Angeles, California;
- Electric Utilities Consultants, Inc. Commercializing Clean Coal Conference – “A Coal State Regulatory Perspective on Clean Coal,” September 7, 2006; Charlotte, North Carolina;
- MACRUC Annual Conference – “Broadband Issues in Kentucky,” June 25-28, 2006; Hot Springs, Virginia;

- Kentucky Gas Association Annual Meeting – “A PSC Perspective,” June 9, 2006; Florence, Kentucky;
- Kentucky Public Service Commission – “Copper Theft/Electric Safety Media Event,” May 31, 2006; Fankfort, Kentucky;
- Tennessee Valley Authority Board of Directors Meeting – “Transmission Access in the TVA Region,” May 18, 2006; Hopkinsville, Kentucky;
- Hopkinsville Rotary Club – “Natural Gas Prices in Kentucky,” January 10, 2006; Hopkinsville, Kentucky;
- FERC Joint Board Meeting – November 21, 2005; Chicago, Illinois; Institute for Regulatory Policy Studies Seminar – Introduction to Rate Cases and Rate Design,” July 14-15, 2005; Chicago, Illinois; and
- Kentucky’s Energy Task Force – November 12, 2004; Lexington, Kentucky.

Mr. Goss has served as a panelist in several venues, including:

- Kentucky Association of Manufacturers – “Utility Regulation in Kentucky,” June 13, 2012; Lexington, Kentucky;
- NARUC Winter Meetings – “Working Together: The Pew Center and Coal Energy Representatives Discuss State Options for Low Carbon Coal Policy,” February 19, 2008; Washington, DC;
- Utility Commissioners/Wall Street Dialogue (Sponsored by Gee Strategies Group, LLC) In discussions related to Credit Rating Agencies, Security Analysts and Investment Banks’ Perspectives on Regulation and the Utility Business, July 19, 2007; New York, New York;
- OPSI Strategic Retreat – “Energy Markets: Commitments for Supply and Alternatives,” September 19-21, 2007; Washington, DC;
- Emerging Issues Policy Forum – “Building, Operating and Maintaining Energy Infrastructure,” September 23-25, 2007; Amelia Island, Florida;
- NARUC Summer Meeting – “The Role of Coal Generation in a World of Greenhouse Gas Regulation,” July 15-18, 2007; New York, New York;
- MACRUC Annual Convention – “Coal: It is the Best of Fuels...It is the Worst of Fuels,” June 3-7, 2007; Williamsburg, Virginia;
- Coal Gasification 2007 Conference – “The Path Forward” April 10-12, 2007; Denver, Colorado;
- Institute for Regulatory Policy Studies Conference – “Ensuring Adequate Energy Supplies in a Volatile Environment, The Roles of State and Federal Policymakers in the Current Environment,” November 30 – December 2, 2005; Springfield, Illinois;

- National Regulatory Research Institute – “The State of Regulation: A Preview of the Big Issues Facing Commissions in 2005,” January 14-18, 2005; New Orleans, Louisiana;
- Emerging Issues Policy Forum – “FERC’s cent Initiatives on Market Power Issues in the Electric Industry,” December 12-14, 2004; Orlando, Florida;
- Cinergy Corporation and University of Kentucky’s Coal 2020: Burning Questions Conference – “What Will Shape Coal’s Future? The Economic, Political and Regulatory Outlook for Coal Through 2020,” October 12-13, 2004; Lexington, Kentucky; and
- Kenergy IRC Meeting – “Coal 2020: Burning Options – The Economic and Political Outlook for Coal,” August 12, 2004; Owensboro, Kentucky.

**INTERLOCAL COOPERATION AGREEMENT CREATING THE
KENTUCKY MUNICIPAL ENERGY AGENCY**

WHEREAS, municipal electric systems in the Commonwealth of Kentucky are faced with an ongoing challenge of assuring that the demand for electric power and energy to serve their residents and businesses will be met with a reasonable balance between the need for new facilities and new energy sources, the availability of supply from existing resources, the cost and efficient operation of such facilities and energy sources, and the desire and need for cleaner sources of energy and conservation in the use of energy; and

WHEREAS, municipal electric systems in the Commonwealth of Kentucky must secure reliable, cost effective, and environmentally responsible energy sources or more effective uses of energy sources to supply the demands of their residents and businesses; and

WHEREAS, mutual advantage may be obtained from the coordinated planning, permitting, acquisition, construction and operation of new and existing facilities, and from joint purchases, sales and exchanges of electric power and related sources; and

WHEREAS, additional mutual advantage may be obtained from the coordinated planning, permitting, acquiring, constructing and operating of certain joint electric power supply projects and any and all facilities, including all equipment, structures, machinery, and tangible and intangible property, real and personal, for the generation or transmission of electrical energy, including any fuel supply or source useful for such projects; and

WHEREAS, pursuant to Sections 65.210 to 65.300 of the Kentucky Revised Statutes, as amended, known as the "Interlocal Cooperation Act" (the "Act"), public agencies are authorized and empowered to join with each other to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage; and

WHEREAS, the undersigned parties operate municipal electric systems; and

WHEREAS, in addition and supplemental to their other powers, the parties hereto are authorized and empowered to join with each other, and with other public agencies, to enter into an interlocal cooperation agreement creating a joint public agency for the purposes of coordinating the scheduling and dispatching of generating assets and contractual power supplies to meet their joint electrical demands and optimizing their power supply portfolios, financing, acquiring, permitting, constructing, managing, operating, transmitting the output of, purchasing, utilizing and owning electric power supply projects or resources; and

WHEREAS, in the implementation of the Act, the undersigned parties may create an organization, association or other legal entity for the accomplishment of the purposes thereof; and

WHEREAS, in addition and supplemental to their other powers, the undersigned parties, pursuant to the Act, are authorized and empowered to cooperate with each other on a basis of mutual advantage and thereby to provide resources, services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, demographic, and other factors influencing the needs and development of local communities; and

WHEREAS, mutual advantage can be obtained from the implementation of pooled financing or borrowing for power projects, demand side resources or conservation programs, pooled purchasing of electric capacity and energy, pooled provision of energy scheduling dispatch, pooled resource planning and pooled financing to meet other needs of the Members (hereinafter defined) of the Kentucky Municipal Energy Agency created hereby, including financing alternatives and flexibility that might not otherwise be available to them individually;

NOW, THEREFORE, this Interlocal Cooperation Agreement (the "Agreement") is entered into pursuant to the Act, and such other statutes, ordinances, resolutions and charters as may from time to time be applicable:

ARTICLE I ESTABLISHMENT OF JOINT PUBLIC AGENCY

Section 1. Establishment of Joint Public Agency. A joint agency, constituting a legal public entity with the purposes and powers hereinafter set forth, is hereby created under the authority of the Act, to be known as the Kentucky Municipal Energy Agency (hereinafter referred to as the "Agency"). The undersigned parties and any other public agencies added as parties to this Agreement in accordance with Section 8 of Article VI hereof shall be known as the "Members" of the Agency.

Section 2. Location. The principal office of the Agency in Kentucky initially shall be located in Louisville, Kentucky. The Board of Directors of the Agency may change the location of the principal office in Kentucky and/or establish such other offices either within or without the Commonwealth of Kentucky as it deems appropriate.

Section 3. Seal. The Board of Directors may adopt a seal of the Agency and shall have the authority to change or alter such seal.

Section 4. Fiscal Year. The fiscal year of the Agency shall end June 30.

ARTICLE II PURPOSES AND POWERS OF THE AGENCY; AGENCY PROJECTS

Section 1. Purposes of the Agency. The Agency is formed to allow the Members to effectively collaborate to do all things necessary or convenient to serve the current and future

electric power and energy requirements of the Members and to otherwise provide assistance to the Members related to their electric power and energy utility systems.

Section 2. Powers of the Agency. In order to carry out the purposes of the Agency set forth herein, the Agency shall have the following powers:

(a) to plan, finance, acquire, construct, purchase, manage, operate, transmit the output of, maintain, use, share the cost of, own, lease, sell or dispose of any electric power supply project or projects and any and all facilities, including all equipment, structures, machinery, and tangible and intangible property, real and personal, for the generation or transmission of electrical energy, or both, including any fuel supply or source or acquisition of fuel or facilities for the production, transportation, handling, utilization and storage of fuel, either by itself or with other electric utilities or groups of utilities, within or without the Commonwealth of Kentucky;

(b) to investigate the desirability of and necessity for additional sources and supplies of electrical energy and fuel of any kind for such purposes and transmission facilities therefor, and conduct studies, surveys and analyses as may be necessary to determine the feasibility and cost thereof;

(c) to cooperate with other persons or other entities, public or private, in the development of sources and supplies of electrical energy and fuel of any kind for such purposes and transmission facilities therefor, and give assistance, financial or otherwise, in any such development;

(d) to apply to any person or other entity, public or private, for consents, permits, authorizations or approvals required for any project undertaken in accordance with this Agreement and take all actions necessary to comply with the conditions thereof;

(e) to acquire, hold, use, and dispose of income, revenues, funds and money;

(f) to exercise all powers in connection with the authorization, issuance and sale of bonds and bond anticipation notes as are conferred by the Act, and by such other applicable statutes as may presently exist or hereafter be adopted;

(g) to invest money of the Agency not required for immediate use, including proceeds from the sale of any bonds, in such obligations, securities, and other investments as authorized by applicable law and any applicable provisions of any bond resolution or other instruments governing the fund or funds in which such money is deposited;

(h) to exercise the power of eminent domain;

(i) to enter into, on its own behalf or as agent for any one or more of its Members, any contract or agreement necessary, appropriate or incidental to the effectuation of its lawful purposes and the exercise of the powers granted herein, including, without limitation, contracts or agreements for the purchase, sale, tolling, exchange, interchange, wheeling, pooling, transmission, distribution or storage of electrical capacity, energy, and other related attributes from any source, and fuel or any rights thereto of any kind for any such purposes, within and without the Commonwealth of Kentucky, in such amounts as it shall determine to be necessary and appropriate to make the most effective use of its powers and to meet its responsibilities and with such persons or other entities, public or private, on such terms and for such period of time as its Board of Directors or Executive Committee determines; provided, however, that the Agency shall not sell, transfer or distribute any electrical power, capacity, energy or related attributes except on a wholesale basis;

(j) to plan, finance, acquire, engineer, design, construct, purchase, operate, maintain, use, share the cost of, own, lease, sell or dispose of any communication, information services, fiber optic and/or telecommunications services project or projects as may be permitted by applicable law and any and all facilities, including all equipment, structures, machinery, and tangible and intangible property, real and personal, convenient or necessary for any such project or projects, whether within or without the Commonwealth of Kentucky;

(k) to make and enter into contracts in its own name, to employ agents or employees, to acquire, construct, lease, rent, manage, maintain or operate buildings, plants, fuel supplies, works or improvements and to acquire, hold or dispose of property;

(l) to incur debts, liabilities, or obligations, including but not limited to bank or governmental loans, which do not constitute debts, liabilities or obligations of the Members;

(m) to sue and be sued;

(n) to exercise any power, privilege or authority which is necessary or desirable to further the purposes of the Agency and which the Members might exercise in their individual capacities;

(o) to exercise any other power or powers conferred presently or in the future under the laws of Kentucky, as are in furtherance of the purposes of the Agency;

(p) to establish, operate and manage a pooled purchasing, financing or loan project or projects for utilization by the Agency or one or more of its Members;

(q) to procure insurance from such insurers as it deems desirable, to establish self-insurance, to otherwise establish a program or project to provide insurance for the

Agency and/or its Members, its officers and directors or any combination thereof to insure against any losses or claims in connection with the activities, property, operations or assets of the Agency, its Members or its officers and directors;

(r) to establish energy risk management programs, and acquire and liquidate financial hedging instruments and options to stabilize and mitigate risks associated with obtaining and providing electrical capacity and energy and fuel supply, and the financing of Agency activities;

(s) to establish prices for sales of energy, capacity, ancillary services or other products and services authorized by this Agreement to Members of the Agency and third parties;

(t) to establish policies and procedures regarding the governance, financial operations, risk management, personnel, compensation, benefits and other prudent business matters of the Agency; and/or

(u) to undertake or participate in any other lawful activity.

Section 3. Implementation of Services with Members. In exercising its powers to provide its Members with various resources, services and/or benefits, the Agency may establish and enter into agreements with one or more of its Members:

(a) to provide all requirements power supply services to Members (an "All Requirements Agreement");

(b) to provide a portion of the power and energy requirements of Members (a "Partial Requirements Agreement");

(c) to establish, undertake and provide, from time to time, assistance or services for Members;

(d) to purchase energy, capacity and ancillary services from Members (a "Power Purchase Agreement");

(e) to act as agent for Members (an "Agency Agreement");

(f) to establish credit and security arrangements with Members (a "Credit Assurance Agreement"); and/or

(g) to establish participation arrangements for Projects (hereinafter defined) undertaken by the Agency (a "Project Participation Agreement").

Nothing in this Section 3 shall be interpreted to limit the powers of the Agency to provide its Members with other resources, services or benefits.

Section 4. Designation of Projects. To establish or undertake, from time to time, specific projects for the benefit of one or more of its Members (each a "Project"), the Board of Directors shall adopt a resolution authorizing said Project, designating it as a Project of the Agency, and identifying the Members who may be interested in participating in the Project.

If fewer than all of the Members of the Agency are interested in participating in a Project, a Project Committee shall be established in accordance with Article III, Section 4.

Unless a Member elects to participate in a particular Project, that Member shall not be liable to the Agency, any other Member of the Agency or any other person, company, organization or entity for the operation, maintenance, construction, development, acquisition, performance, funding, financing, costs, or expenses of the Project, or for claims, demands, causes of action, obligations or liabilities of any kind arising out of, or related to, the Project.

Section 5. Termination of Projects. No Project may be terminated, unless

(a) all bonds, notes or other evidences of indebtedness of the Agency with respect to such Project, and the interest thereon, have been paid or adequate provision for such payment made in accordance with the provisions of such bonds, notes or other evidences of indebtedness; and

(b) all contractual obligations undertaken by the Agency with respect to such Project and all liens, charges and encumbrances to which the property constituting a part of such Project is subject have been satisfied, released or adequately provided for in accordance with the terms of the instruments governing such matters.

After fulfillment of the foregoing requirements, all property, real, personal, tangible and intangible of the Agency constituting a part of such Project shall promptly be divided among and distributed to the Members participating in such Project in the proportion that each Member's participation in such Project bears to the participation of all Members participating in such Project or in such other manner as such participating Members shall agree.

Section 6. Indemnification. The Agency and the Members participating in a Project shall indemnify and hold harmless any Member not participating in the Project for any costs, expenses, claims, causes of action, obligations, or liability, financial or otherwise, which in any way arise out of or relate to such Project, including without limitation any attorney's fees and/or defense costs. All costs, fees and expenses incurred by the Agency to indemnify or hold harmless non-participating Members shall be charged solely to the Members participating in the Project.

**ARTICLE III
ORGANIZATION OF THE AGENCY**

Section 1. Board of Directors. The Agency shall be governed by a Board of Directors composed of one Director (the "Director") designated by the governing body of each Member of the Agency, who shall serve at the pleasure of the Member designating him or her. A Member may designate an alternate Director (the "Alternate Director") to serve in the absence of its Director. The Alternate Director shall have the power and authority to participate and vote in matters of the Board of Directors or any committee established by the Board of Directors in the absence of the designated Director.

The Director and the Alternate Director must each be a member of the governing body or a senior management employee of the Member or the Member's electrical utility system.

Section 2. Meetings. The Board of Directors shall meet annually within the Commonwealth of Kentucky at a time and place as determined by the Board of Directors. Special meetings of the Board of Directors may be held within or without the Commonwealth of Kentucky. The Bylaws may provide for regular meetings of the Board of Directors to be held within the Commonwealth of Kentucky at times and places selected by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman or any two or more Directors in accordance with the Bylaws.

Section 3. Quorum and Voting. A quorum exists at any meeting of the Board of Directors when a majority of the Agency's Directors is present at such meeting. If a quorum exists, a majority vote of the Directors present shall be necessary to take any action. If a vote of greater than a majority is required pursuant to this Agreement, the Bylaws or any resolution establishing a Project, the required supermajority shall be based on the number of Directors present or, in the case of a Weighted Vote (as provided below), based on the total number of weighted votes of Directors present.

Each Director shall be entitled to one vote on a matter submitted to a vote of the Board of Directors; provided, however, that any Director voting in the minority shall have the right to call for reconsideration based on a weighted vote (a "Weighted Vote"), except that no Weighted Vote may be called for election of Board officers or removal of a Director or officer. If a Weighted Vote is called on an eligible matter, the motion for reconsideration must receive a majority of the weighted votes of the Directors present in order to vacate the original per capita vote. The formula for the determining each Member's number of weighted votes shall be set forth in the Agency's Bylaws.

Each Project Committee may establish its own formula for determining how participating Members shall be entitled to vote on matters relating to that Project.

All questions regarding matters relating to an approved Project, except as otherwise provided herein or in the resolution authorizing the Project, shall be decided by the Project

Committee in accordance with any applicable Project Participation Agreement and other governing instruments. Within the decision-making process the individual needs and desires of the Members participating in the Project shall be given the strongest consideration consistent with the best interest of all Members of the Agency and all other Projects of the Agency.

Section 4. Project Committees. In order to facilitate the Project decision-making process, a Project management committee (a "Project Committee") for each Project shall be appointed by the Member participants in the Project. The Project Committee shall be composed of no more than one representative from each Member system participating in each Project. Each Project Committee will meet as necessary to discuss questions involving the administration, management and operation of the Project and will make recommendations to the Board of Directors regarding the policy decisions to be made about the Project.

The Project Participation Agreement between the Agency and the participating Members will include a provision by which the participating Members recognize that the Board of Directors will be responsible for making any decisions with regard to authorization of acquisition of, construction of, participation in, or financing of the Project.

Section 5. Executive and Other Committees. An Executive Committee consisting of the Chairman, Vice Chairman, and such other directors as are provided for in the Bylaws, shall hold and exercise such powers as are delegated to it by this Agreement, the Bylaws or in writing by the Board of Directors. The President of the Agency shall be an ex officio, non-voting member of the Executive Committee. The Board of Directors or the Executive Committee may create other committees and shall decide the manner in which such other committees shall conduct their business in accordance with the Bylaws.

Section 6. Resignations or Removal of Directors and Members of the Executive Committee. Any Director or Executive Committee member may at any time resign his or her position by the delivery of his or her resignation in writing to the Agency, or as otherwise provided in the Bylaws. Any such resignation shall be effective upon receipt, and acceptance thereof shall not be necessary to make it effective unless it so states. The term of any Director who resigns as provided in Section 9 of Article VI hereof or who is removed as may be provided in the Bylaws shall immediately terminate, unless an alternate effective date of such resignation or removal is specified.

Section 7. Vacancies on the Board of Directors and Executive Committee. Any vacancy on the Board of Directors shall be filled by the governing body of the Member that designated the Director whose position is vacant by written notice to the Agency. The filling of any vacancy on the Board of Directors shall be effective upon receipt of such notice. Any vacancy on the Executive Committee shall be filled as provided for in the Bylaws.

Section 8. Bylaws. The Board of Directors shall adopt Bylaws governing rules of order and other subjects required for the orderly conduct of the Agency's business within 30 days of the first meeting of the Board of Directors.

Approval of the original Bylaws of the Agency and amendments to the Bylaws shall require a two-thirds ($\frac{2}{3}$) majority vote of the total number of Directors of the Agency.

Section 9. Participation in Meetings by Electronic Communication. The Agency may conduct any regular or special meeting of the Board of Directors or any committee of the Agency and any Director or member of an Agency committee may participate in any regular or special meeting of the Board of Directors or any Agency committee through means of electronic communication. Conduct of or participation in a meeting by electronic communication shall be in conformance with applicable state law and in particular with the provisions and requirements of the Open Meetings Act of the Commonwealth of Kentucky, as amended. For all purposes of this Agreement and the Bylaws, a person participating in a meeting by electronic communication in accordance with applicable Kentucky law shall be deemed to be present at the meeting.

ARTICLE IV OFFICERS OF THE AGENCY

Section 1. Designation and Qualification. The officers of the Agency shall consist of a Chairman, a Vice Chairman, a President, a Treasurer and a Secretary, and such other officers, including one or more additional Vice Chairmen, Assistant Treasurers, or Assistant Secretaries, as the Board of Directors may determine. The Chairman and any Vice Chairman shall be Directors, but other officers need not be a Director. A person may hold more than one office at the same time except that the Chairman and the Secretary may not be the same person. The Treasurer and all Assistant Treasurers may be required to give the Agency a bond for the faithful performance of his or her duties in such sum and with such surety or sureties as shall be determined from time to time by the Board of Directors.

Section 2. Election and Term. All officers of the Agency shall be elected or appointed pursuant to the provisions of the Bylaws.

Section 3. Chairman. The Chairman shall preside at all meetings of the Board of Directors at which he or she is present. The Chairman shall also have the powers and duties prescribed in the Bylaws and such other powers and duties as may be expressly assigned to him or her by the Board of Directors.

Section 4. Vice Chairman. The Vice Chairman or Vice Chairmen, if any, shall have such powers and perform such duties of the Chairman as may be assigned to them by the Board of Directors or the Chairman and shall preside over meetings of the Board of Directors when the Chairman is absent. In the event of the resignation, removal or incapacity of the Chairman, the Vice Chairman or, if there be more than one Vice Chairman, the First Vice Chairman, shall have and exercise all the power and duties of the Chairman until such time as the Chairman is able to resume his or her duties or until such time as a new Chairman is elected by the Board of Directors.

Section 5. Treasurer and Assistant Treasurers. The Treasurer shall have, subject to the Bylaws or the direction of the Board of Directors, general charge of the funds and financial affairs of the Agency and shall require to be kept full and accurate records thereof. He or she, or in his or her absence the Assistant Treasurer, if any, shall render to the Board of Directors and the Executive Committee, at their regular meetings and such other times as they may determine, a statement of the financial condition of the Agency and a report of the financial transactions of the Agency. In the event of the resignation, removal or incapacity of the Treasurer, the Assistant Treasurer, if any, or if there be more than one, the First Assistant Treasurer, shall have and exercise all powers and duties of the Treasurer until such time as the Treasurer is able to resume his or her duties or until such time as a new Treasurer is elected by the Board of Directors.

In addition to the foregoing, any Assistant Treasurers shall be assigned such duties and powers of the Treasurer as the Board of Directors and/or the Executive Committee may determine.

Section 6. Secretary and Assistant Secretaries. The Secretary, or in his or her absence, the Assistant Secretary, if any, shall attend all meetings of the Board of Directors and shall record the proceedings thereof in books provided for that purpose. He or she shall notify the Directors of their meetings in accordance with the provisions of this Agreement and the Bylaws. In the event of the resignation, removal or incapacity of the Secretary, the Assistant Secretary, if any, or if there be more than one, the First Assistant Secretary, shall have and exercise the powers and duties of the Secretary until such time as the Secretary is able to resume his or her duties or until such time as a new Secretary is elected by the Board of Directors.

In addition to the foregoing, any Assistant Secretaries shall be assigned such duties and powers of the Secretary as the Board of Directors and/or the Executive Committee may determine.

Section 7. President. The Board of Directors may employ and appoint a principal executive and administrative officer of the Agency, who shall serve as the President of the Agency. The President shall have such powers and perform the duties as may be assigned to him or her by the Board or Directors. The Board may authorize the President to sign and execute deeds, mortgages, deeds of trust, notes, bonds, checks, contracts or other instruments unless the signing and execution thereof has been expressly delegated by the Board or by this Agreement or the Agency's Bylaws to some other officer or agent of the Agency, or is required by law to be otherwise signed or executed. The President shall serve as an ex officio, non-voting member of the Board of Directors and the Executive Committee.

Section 8. Resignation. Any officer may at any time resign his or her office by the delivery of a resignation in writing to the Agency. Such resignation shall be effective upon receipt, and acceptance thereof shall not be necessary to make it effective unless it so states.

Section 9. Removal of Officers. Any officer may be removed from office at any time by the Board of Directors in accordance with the Bylaws.

**ARTICLE V
MEMBER CONTRIBUTIONS**

The Board of Directors by resolution may from time to time adopt a schedule of assessments, or method for determining the assessments, to be paid by each Member to support the administrative budget and operations of the Agency. This Article V shall not prevent the adoption of operating budgets and budgets relating to expenses or bond proceeds or other budgets that relate to moneys other than moneys raised via assessments.

**ARTICLE VI
MISCELLANEOUS PROVISIONS**

Section 1. Duration. The duration of the Agency shall be perpetual. This Agreement shall continue in full force and effect, subject to the right to rescind this Agreement and dissolve the Agency provided by Section 2 of this Article VI, provided that all of the Agency's (i) bonds, (ii) notes, (iii) evidences of indebtedness, (iv) other obligations, including but not limited to those arising out of any power purchase or sale agreements or other contractual obligations undertaken by the Agency, and (v) liens, charges and encumbrances to which property of the Agency is subject ("Agency Obligations") have been satisfied, terminated or cancelled in full or adequate provision for such satisfaction has been made in accordance with the instruments governing such Agency Obligations.

Section 2. Dissolution of the Agency. This Agreement shall continue in full force and effect, and the Agency shall continue to possess the powers herein conferred upon it, until the Members shall have rescinded this Agreement in accordance with Article VI, Section 1, and this Section 2. Any such termination or rescission of this Agreement shall constitute a dissolution of the Agency. Termination or rescission of this Agreement may only be accomplished by a writing or writings executed by each Member and approved by resolution of each Member's governing body. In no event shall this Agreement or the powers herein granted to the Agency be terminated or rescinded until all Agency Obligations shall have been satisfied, released or adequately provided for.

Section 3. Liquidation. Upon dissolution of the Agency, the Board of Directors shall liquidate the business, assets and property of the Agency, as expeditiously as possible, and all property of the Agency, real, personal, tangible and intangible shall be distributed (a) in the case of property constituting a part of a Project of the Agency, to the Members participating in such Project and in the manner set forth in Section 5 of Article II hereof, and (b) in the case of all other property of the Agency, to the Members in the proportion that each Member's aggregate kilowatt hours of energy purchased or consumed from any resource designated by the Agency as a resource controlled, managed or dispatched by the Agency in the five years prior to dissolution bears to total kilowatt hours of energy purchased or consumed by all Members from such resources during that time, unless otherwise provided in governing instruments; provided, however that net proceeds from the dissolution of a Project will be distributed in accordance with

the resolution establishing such Project and other governing instruments or, in the absence of any such direction, by the determination and direction of the Project Committee.

Section 4. Annual Budget. The Board of Directors shall approve and adopt an annual budget of the Agency prior to the start of each fiscal year.

Section 5. Audit. The Board of Directors shall at least once per year cause an independent audit to be performed of the Agency's books and accounts by a certified public accountant.

Section 6. Effective Date. This Agreement shall be effective as to each Member immediately at such time as it is executed by authority of the governing body of such Member.

Section 7. Construction. The provisions of this Agreement shall be given a liberal construction to effectuate its broad purposes. All references in this Agreement to terms in the masculine shall also be deemed to include the feminine, and vice versa.

Section 8. New Members. The Board of Directors, to the extent authorized in the Bylaws and applicable statutes, may permit any public agency (as defined in the Act) operating a municipal electric system within or without the Commonwealth of Kentucky to become a party to this Agreement; provided, however, that no such public agency shall become a party hereto until (i) its admission is approved at a regular or special meeting of the Board of Directors and (ii) such public agency agrees to the conditions precedent to its Membership as determined by the Board of Directors and this Agreement.

Section 9. Resignation of Member. Subject to the fulfillment of all obligations it has undertaken as a Member or has otherwise agreed to with the Agency or other Members, any Member may resign its membership in the Agency, remove itself as a party to this Agreement and terminate its participation in this Agreement upon compliance with the following provisions:

(a) A Member wishing to resign from the Agency shall notify the Agency in writing of its intent to resign (the "Resignation Notice"). Such Resignation Notice shall be delivered to the Agency and each of the others Members not less than one (1) year prior to the requested effective date contained in the Resignation Notice. No Member's resignation shall become effective unless and until it has discharged its Resigning Member Obligations as defined in this Section 9 of Article VI.

(b) No later than one hundred eighty (180) days after receipt of the Resignation Notice, the Treasurer of the Agency shall issue a report to the Board of Directors listing (i) the interest of the resigning Member in Agency Projects; (ii) the liabilities, indebtedness, responsibilities, duties, contractual obligations and/or rights of the resigning Member in any Agency Project; (iii) any other indebtedness or obligations owed to the Agency or to other Members by the resigning Member as a result of being a Member of the Agency; and (iv) any other contractual or other obligations the resigning

Member has undertaken related to the Agency or its Members or its activities (the "Resigning Member Obligations").

(c) Upon the fulfillment and payment of, or the establishment of adequate provision for such fulfillment and payment of, all Resigning Member Obligations, as determined by the Board of Directors and in accordance with all governing instruments, the Agency shall enter into a written disjoinder of parties agreement with the resigning Member, and the resignation of the resigning Member from the Agency shall become effective upon the execution of the disjoinder agreement.

(d) Resignation by any Member shall not limit, negate or affect in any way the resigning Member's right to indemnification from the Agency or any Members as described and set forth in Article II, Section 6 of this Agreement. Furthermore, resignation by any Member shall not limit, negate or affect in any way the resigning Member's obligation to provide indemnification as described and set forth in Article II, Section 6 of this Agreement.

Section 10. Amendments. Amendment of this Agreement shall require a two-thirds ($\frac{2}{3}$) majority vote of the total numbers of Directors of the Agency; provided that a copy of all proposed amendments to be considered at any meeting of the Board of Directors must have been delivered to each Director not less than ten (10) days prior to the meeting at which any proposed amendment shall be submitted to a vote.

Section 11. Statutory References. All references in this Agreement to statutes of the Commonwealth of Kentucky shall be deemed to refer to such statutes as presently enacted or hereafter amended and also to any statutes hereafter adopted by the Commonwealth of Kentucky amending, modifying, replacing or expanding the scope of such statutes.

Section 12. Duplicate Originals. This Agreement may be executed in several counterparts, each of which will be an original but all of which together shall constitute one and the same instrument.

Section 13. Severability. In the event that any of the terms, covenants or conditions of this Agreement or their application shall be held invalid as to any person, entity or circumstances by any court having jurisdiction, the remainder of this Agreement and the application and effect of its terms, covenants or conditions to such persons, entities or circumstances shall not be affected thereby.

[Remainder of Page Intentionally Left Blank - Signature Pages Follow]

IN WITNESS WHEREOF, the Electric and Water Plant Board of the City of Frankfort, Kentucky, pursuant to its authorizing resolution adopted on June 16, 2015, has hereunto entered into this Agreement this 16th day of June, 2015.

ELECTRIC AND WATER PLANT
BOARD OF THE CITY OF
FRANKFORT, KENTUCKY

By: [Signature]
Name: Ralph Ludwig
Title: Chairperson

Attest: [Signature]
By: [Signature]
Name: Rick Pogrotski
Title: Secretary-Treasurer

COMMONWEALTH OF KENTUCKY)
COUNTY OF FRANKLIN)

Subscribed and sworn to before me by Ralph Ludwig, Chairperson, and Rick Pogrotski, Secretary-Treasurer, of the Electric and Water Plant Board of the City of Frankfort, Kentucky this 16th day of June, 2015.


My commission expires: June 6, 2018.

[Signature]
Notary Public

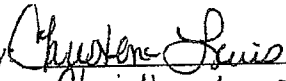


IN WITNESS WHEREOF, the Electric Plant Board of the City of Benham, Kentucky, pursuant to its authorizing resolution adopted on June 16, 2015, has hereunto entered into this Agreement this 16th day of June, 2015.

ELECTRIC PLANT BOARD OF THE
CITY OF BENHAM, KENTUCKY


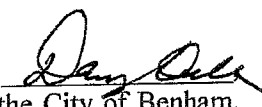
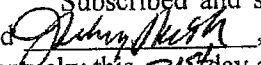
By: 
Name: Danny Gullen
Title: Chairman

Attest:

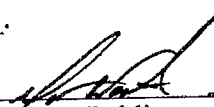
By: 
Name: Christina Lewis
Title: Clerk

COMMONWEALTH OF KENTUCKY)

COUNTY OF HARLAN)

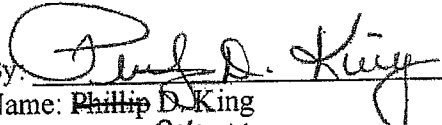
Subscribed and sworn to before me by , 
and , Christina Lewis, of the Electric Plant Board of the City of Benham,
Kentucky this 21st day of August, 2015.

My commission expires: 5-13-19.

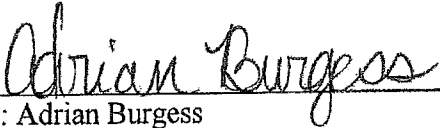
 ID# 535499
Notary Public

IN WITNESS WHEREOF, the City of Bardwell, Kentucky, pursuant to its authorizing ordinance enacted on June 23, 2015, has hereunto entered into this Agreement this 23rd day of June, 2015.

CITY OF BARDWELL, KENTUCKY

By: 
Name: ~~Phillip D. King~~
Title: Mayor PHILIP

Attest:

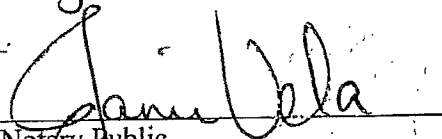
By: 
Name: Adrian Burgess
Title: City Clerk

COMMONWEALTH OF KENTUCKY)

COUNTY OF CARLISLE)

Subscribed and sworn to before me by Phillip D. King, Mayor, and Adrian Burgess, City Clerk, of the City of Bardwell, Kentucky this 20th day of August, 2015.

My commission expires: 6-30-2019


Notary Public

IN WITNESS WHEREOF, the City of Falmouth, Kentucky, pursuant to its authorizing ordinance enacted on August 3, 2015, has hereunto entered into this Agreement this 3rd day of August, 2015.

CITY OF FALMOUTH, KENTUCKY

By: *Elonda Hinson*
Name: Elonda Hinson
Title: Mayor

Attest:

By: *Terry England*
Name: Terry England
Title: City Clerk

COMMONWEALTH OF KENTUCKY)

COUNTY OF PENDLETON)

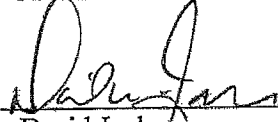
Subscribed and sworn to before me by Elonda Hinson, Mayor, and Terry England, City Clerk, of the City of Falmouth, Kentucky this 11 day of August, 2015.

My commission expires: 9-29-15.

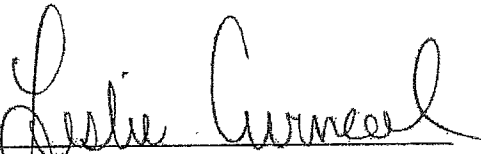
Ramona Williams
Notary Public

IN WITNESS WHEREOF, the City of Madisonville, Kentucky, pursuant to its authorizing ordinance enacted on June 15, 2015, has hereunto entered into this Agreement this 15th day of June, 2015.

CITY OF MADISONVILLE, KENTUCKY

By: 
Name: David Jackson
Title: Mayor

Attest:


By: 
Name: Leslie Curneal
Title: City Clerk

COMMONWEALTH OF KENTUCKY)

COUNTY OF HOPKINS)


Subscribed and sworn to before me by David Jackson, Mayor, and Leslie Curneal, City Clerk, of the City of Madisonville, Kentucky this 10th day of August, 2015.

My commission expires: 5-24-17.

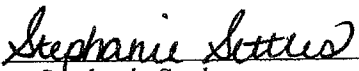

Notary Public #489972

IN WITNESS WHEREOF, the City of Paris, Kentucky, pursuant to its authorizing ordinance enacted on June 23, 2015, has hereunto entered into this Agreement this 23rd day of June, 2015.

CITY OF PARIS, KENTUCKY

By: 
Name: Michael Thornton
Title: Mayor

Attest:

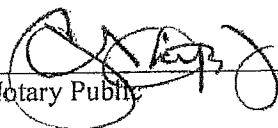
By: 
Name: Stephanie Settles
Title: City Clerk

COMMONWEALTH OF KENTUCKY)

COUNTY OF BOURBON)

Subscribed and sworn to before me by Michael Thornton, Mayor, and Stephanie Settles, City Clerk, of the City of Paris, Kentucky this 11th day of August, 2015.

My commission expires: 4/13/19.

 531992
Notary Public

IN WITNESS WHEREOF, the City of Providence, Kentucky, pursuant to its authorizing ordinance enacted on June 22, 2015, has hereunto entered into this Agreement this 22nd day of June, 2015.

CITY OF PROVIDENCE, KENTUCKY

By: Eddie Gooch
Name: Eddie Gooch
Title: Mayor

Attest:

By: Kay Travis
Name: Kay Travis
Title: City Clerk

COMMONWEALTH OF KENTUCKY)

COUNTY OF WEBSTER)

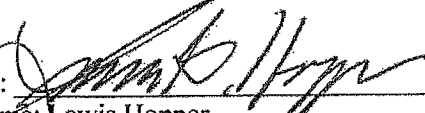
Subscribed and sworn to before me by Eddie Gooch, Mayor, and Kay Travis, City Clerk, of the City of Bardwell, Kentucky this 17 day of August, 2015.

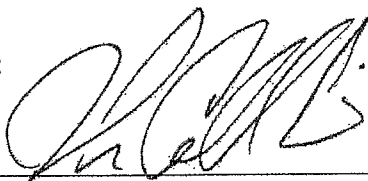
My commission expires: 4/20/16

Cheri Russell
Notary Public

IN WITNESS WHEREOF, the Barbourville Utility Commission of the City of Barbourville, Kentucky, pursuant to its authorizing resolution adopted on May 27, 2015, has hereunto entered into this Agreement this 27th day of May, 2015.

BARBOURVILLE UTILITY
COMMISSION OF THE CITY OF
BARBOURVILLE, KENTUCKY

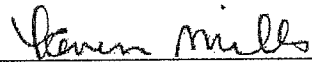
By: 
Name: Lewis Hopper
Title: Chairman

Attest: 
By: _____
Name: Josh Callihan
Title: General Manager

COMMONWEALTH OF KENTUCKY)
COUNTY OF KNOX)

Subscribed and sworn to before me by Lewis Hopper, Chairman, and Josh Callihan, General Manager, of the Barbourville Utility Commission of the City of Barbourville, Kentucky this 12th day of August, 2015.

My commission expires: 9/16/15.


Notary Public

IN WITNESS WHEREOF, the City Utilities Commission of the City of Corbin, Kentucky, pursuant to its authorizing resolution adopted on May 12, 2015, has hereunto entered into this Agreement this 12th day of May, 2015.

CITY UTILITIES COMMISSION
OF THE CITY OF CORBIN, KENTUCKY

By: Terry Joe Martin
Name: Terry Joe Martin
Title: Chairperson

Attest:

By: Ronald W. Herd
Name: Ronald W. Herd
Title: General Manager

COMMONWEALTH OF KENTUCKY)

COUNTY OF WHITLEY)

Subscribed and sworn to before me by Terry Joe Martin, Chairman, and Ronald W. Herd, General Manager, of the City Utilities Commission of the City of Corbin, Kentucky this 12th day of May, 2015.

My commission expires: 9/15/2017.

Donna Hlava
Notary Public ID# 495445

IN WITNESS WHEREOF, the City Utility Commission of the City of Owensboro, Kentucky, pursuant to its authorizing resolution adopted on May 22, 2015, has hereunto entered into this Agreement this 22nd day of May, 2015.

CITY UTILITY COMMISSION OF THE
CITY OF OWENSBORO, KENTUCKY

By: J.T. Fulkerson
Name: J.T. Fulkerson
Title: Chairman

Attest:

By: T. P. Naulty
Name: Terrance P. Naulty
Title: General Manager & CEO

COMMONWEALTH OF KENTUCKY)

COUNTY OF DAVIESS)

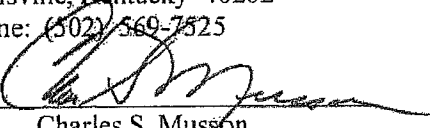
Subscribed and sworn to before me by J.T. Fulkerson, Chairman, and Terrance P. Naulty, General Manager & CEO, of the City Utility Commission of the City of Owensboro, Kentucky this 10 day of August, 2015.

My commission expires: 11-6-17.

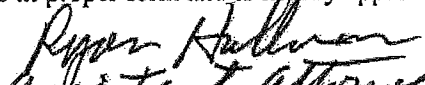
Brittany Meain
Notary Public

This instrument was prepared by:

Rubin & Hays
Kentucky Home Trust Building
450 South Third Street
Louisville, Kentucky 40202
Phone: (502) 569-7525

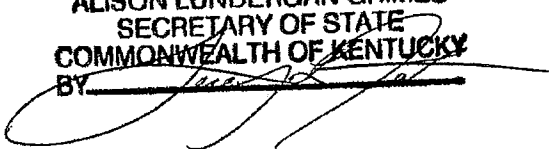
By 
Charles S. Musson

The foregoing Interlocal Cooperation Agreement
creating the Kentucky Municipal Energy Agency
is in proper form and is hereby approved.


Assistant Attorney General for
Honorable Jack Conway
Attorney General, Commonwealth of Kentucky

August 31, 2015

RECEIVED AND FILED
DATE 9/3/15

ALISON LUNDERGAN GRIMES
SECRETARY OF STATE
COMMONWEALTH OF KENTUCKY
BY 

Rubin & Hays

ATTORNEYS AT LAW

Kentucky Home Trust Building, 450 South Third Street, Louisville, Kentucky 40202-1410
Telephone (502) 569-7525 Telefax (502) 569-7555 www.rubinhays.com

CHARLES S. MUSSON
W. RANDALL JONES
CHRISTIAN L. JUCKETT

January 2, 2018

Mr. Mark David Goss
Goss Samford
2365 Harrodsburg Road, Suite B-325
Lexington, Kentucky 40504

Re: Kentucky Municipal Energy Agency

Dear Mr. Goss:

We have been forwarded your request for information about the formation of the Kentucky Municipal Energy Agency ("KyMEA") by Ed Fortner, Berea Municipal Utilities Director. In particular you have requested information as to whether the Interlocal Agreement was filed with the Department for Local Government.

KyMEA was created pursuant to KRS 65.210 to 65.300, the Interlocal Cooperation Act, and is an agency created by an Electric and Water Plant Board, an Electric Plant Board, three (3) Utility Commissions and five (5) electric systems operated by cities. After the formation of KyMEA, the City of Berea's Municipal Utilities requested to become a member of KyMEA.

Pursuant to KRS 65.260 an interlocal cooperation agreement is required to be submitted to the Attorney General or the Department for Local Government to determine if the agreement is compatible with Kentucky law. In particular KRS 65.260(2) states:

"Except as provided in subsections (3) and (4) of this section, every agreement made pursuant to KRS 65.210 to 65.300 shall, prior to and as a condition precedent to its entry into force, be submitted to the Attorney General who shall determine whether the agreement is in proper form and compatible with the laws of this state, except for interlocal agreements between cities, counties, charter counties, urban-county

Mr. Mark David Goss
January 2, 2018
Page 2

governments, and sheriffs upon approval of the fiscal court, which shall be submitted to the Department for Local Government. The Attorney General or the Department for Local Government shall approve any agreement submitted to them under this subsection unless they find that it does not meet the conditions set forth in KRS 65.210 to 65.300. If the agreement does not meet these conditions, the Attorney General or the Department for Local Government shall detail in writing, addressed to the governing bodies of the public agencies concerned, the specific respects in which the proposed agreement fails to meet the requirements of law. Failure to disapprove an agreement submitted hereunder within sixty (60) days of its submission shall constitute approval thereof."

KRS 65.260 provides for approval of the interlocal agreement by the Attorney General or the Department for Local Government. Because KyMEA is made up of Members which include public entities other than cities, counties, charter counties, urban-county governments or sheriffs, we are of the opinion the statute limits the availability for approval to the Attorney General. Clearly, the statute does not require approval from both.

Prior to the formation of KyMEA, the Interlocal Cooperation Agreement establishing KyMEA was submitted to the Attorney General in mid-August, 2015. After review, on August 31, 2015, the Attorney General determined that the KyMEA Interlocal Cooperation Agreement was in proper form and approved the formation of KyMEA.

After the approval of the Attorney General, in accordance with KRS 65.290, on September 3, 2015, the KyMEA Interlocal Cooperation Agreement was filed with the Secretary of State and with the County Clerk of each county in which a Member of KyMEA is located. After filing in each of the respective counties, the Members of KyMEA held an organizational meeting on September 24, 2015.

On September 22, 2016, KyMEA and the City of Berea, Kentucky ("Berea") entered into the First Addendum to the Kentucky Municipal Energy Agency Interlocal Cooperation Agreement (the "First Addendum") making Berea a party to the Interlocal Agreement and a Member of KyMEA. Pursuant to KRS 65.242(1) prior review and approval by the Attorney General for the First Addendum to be effective was not required as it was being entered into solely for the purpose of adding a Member to KyMEA. In compliance with KRS 65.242(2) this firm filed the First Addendum with the Attorney General, the Secretary of State and the County Clerk of each county in which a KyMEA Member is located (including the County Clerk of Madison County, Kentucky).

Mr. Mark David Goss
January 2, 2018
Page 3

For your review and records, copies of the First Addendum and the Interlocal Cooperation Agreement are enclosed. Of course, if you have any questions or wish to discuss this matter further, please feel free to call us.

Sincerely,

Rubin & Hays

A handwritten signature in cursive script, appearing to read "Charles S. Musson". The signature is written in black ink and is positioned over the printed name below it.

Charles S. Musson

Enclosures

cc: Ed Fortner

**FIRST ADDENDUM
TO THE
KENTUCKY MUNICIPAL ENERGY AGENCY
INTERLOCAL COOPERATION AGREEMENT**

WHEREAS, the municipal electric systems of the Electric and Water Plant Board of the City of Frankfort, Kentucky, the Electric Plant Board of the City of Benham, Kentucky, the City of Bardwell, Kentucky, the City of Falmouth, Kentucky, the City of Madisonville, Kentucky, the City of Paris, Kentucky, the City of Providence, Kentucky, the Barbourville Utility Commission of the City of Barbourville, Kentucky, the City Utilities Commission of the City of Corbin, Kentucky and the City Utility Commission of the City of Owensboro, Kentucky (each a "Member" or collectively "Members") each of which is a political subdivision or agency of a political subdivision of the Commonwealth of Kentucky; have, pursuant to Sections 65.210 to 65.300 of the Kentucky Revised Statutes, as amended, known as the "Interlocal Cooperation Act" (the "Act"), entered into an Interlocal Cooperation Agreement (the "KyMEA Interlocal Cooperation Agreement") establishing the Kentucky Municipal Energy Agency ("KyMEA"); and

WHEREAS, KyMEA became effective at an organizational meeting of the Members on September 24, 2015; and

WHEREAS, the Members entered into the KyMEA Interlocal Cooperation Agreement for the mutual advantage to the Members of coordinated planning, permitting, acquiring, constructing and operating of certain joint electric power supply projects and any and all facilities, including all equipment, structures, machinery, and tangible and intangible property, real and personal, for the generation or transmission of electrical energy, including any fuel supply or source useful for such projects; and

WHEREAS, pursuant to Article VI, Section 8 of the KyMEA Interlocal Cooperation Agreement, the KyMEA Board of Directors (the "KyMEA Board"), to the extent authorized in its Bylaws and applicable statutes, particularly Section 65.242 of the Act, may permit any public agency (as defined in the Act) operating a municipal electric system within or without the Commonwealth of Kentucky to become a party to the KyMEA Interlocal Cooperation Agreement and therefore a member of KyMEA; and

WHEREAS, pursuant to the enactment of an ordinance on September 6, 2016, the City of Berea, Kentucky ("Berea") on behalf of its municipal electric system has submitted a request to the KyMEA Board and its Members to become a party to the KyMEA Interlocal Cooperation Agreement and therefore a member of KyMEA; and

WHEREAS, the KyMEA Board at its regular meeting held on September 22, 2016 voted to accept the application of Berea to become a party to the KyMEA Interlocal Cooperation Agreement and a member of KyMEA; and

WHEREAS, KyMEA has approved this First Addendum to the KyMEA Interlocal Cooperation Agreement (the "First Addendum"); and

WHEREAS, Berea has agreed to enter into this First Addendum to memorialize Berea's acceptance of its rights, privileges and duties as a full member of KyMEA;

NOW, THEREFORE, in consideration of the foregoing premises and mutual benefits this First Addendum is entered into pursuant to the Act and such other statutes, ordinances, resolutions and charters as may from time to time be applicable:

Section 1. Berea's Certification. Berea hereby certifies that it is a political subdivision of the Commonwealth of Kentucky and therefore is a "public agency" as defined in Section 65.230 of the Act. Berea further certifies that it operates and owns a municipal electric system and therefore is eligible to join the KyMEA Interlocal Cooperation Agreement with the existing Members and to become a full member in KyMEA.

Section 2. Berea Added to KyMEA Membership. KyMEA and Berea acknowledge that pursuant to this First Addendum, Berea is being added to the KyMEA Interlocal Cooperation Agreement and therefore being granted membership in KyMEA. KyMEA states that, at this time, no other party or public agency is being added to the KyMEA Interlocal Cooperation Agreement or granted membership in KyMEA pursuant to the execution of this First Addendum.

Section 3. Effective Date. This First Addendum shall be attached to and shall become a part of the KyMEA Interlocal Cooperation Agreement and shall be effective as of the date hereof.

Section 4. Additional Members. Nothing in this First Addendum shall imply or prohibit the addition of future members to KyMEA pursuant to the terms of the KyMEA Interlocal Cooperation Agreement and the Act.

Section 5. Duplicate Originals. This First Addendum may be executed in several counterparts, each of which will be an original but all of which together shall constitute one and the same instrument.


Section 6. Severability. In the event that any of the terms, covenants or conditions of this First Addendum or their application shall be held invalid as to any person, entity or circumstances by any court having jurisdiction, the remainder of this First Addendum and the application and effect of its terms, covenants or conditions to such persons, entities or circumstances shall not be affected thereby.

This First Addendum shall be dated and effective as of September 22, 2016.

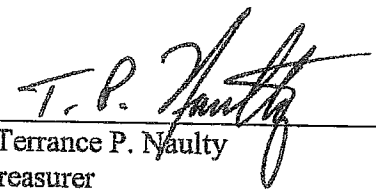
[Remainder of Page Intentionally Left Blank - Signature Pages Follow]

IN WITNESS WHEREOF, the Kentucky Municipal Energy Agency, pursuant to its resolution adopted on September 22, 2016, has hereunto entered into this First Addendum as of the date hereof.

KENTUCKY MUNICIPAL ENERGY AGENCY

By: 
Name: Ronald W. Herd
Title: Chairman

Attest:

By: 
Name: Terrance P. Naulty
Title: Treasurer

COMMONWEALTH OF KENTUCKY)

COUNTY OF WARREN)

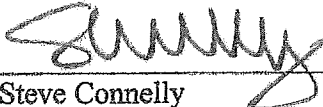
Subscribed and sworn to before me by Ronald W. Herd, Chairman, and Terrance P. Naulty, Treasurer, of the Kentucky Municipal Energy Agency this 22nd day of September, 2016

My commission expires: 3-26-17



Notary Public

IN WITNESS WHEREOF, the City of Berea, Kentucky, pursuant to its authorizing ordinance enacted on September 6, 2016, has hereunto entered into this First Addendum as of the date hereof.

CITY OF BERA, KENTUCKY

By: 
Name: Steve Connelly
Title: Mayor

Attest:


By: 
Name: Cheryl Chasteen
Title: City Clerk

COMMONWEALTH OF KENTUCKY)

COUNTY OF MADISON)

Subscribed and sworn to before me by Steve Connelly, Mayor, and Cheryl Chasteen, City Clerk, of the City of Berea, Kentucky this 22nd day of September, 2016.

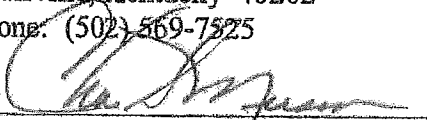
My commission expires: 11-30-20.


Notary Public

This instrument was prepared by:

Rubin & Hays
Kentucky Home Trust Building
450 South Third Street
Louisville, Kentucky 40202
Phone: (502) 569-7525

By



Charles S. Musson

ORDINANCE #16-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEREА, KENTUCKY, APPROVING AN INTERLOCAL COOPERATION AGREEMENT AUTHORIZING THE FORMATION AND THE ESTABLISHMENT OF THE KENTUCKY MUNICIPAL ENERGY AGENCY

WHEREAS, the City of Berea, Kentucky (the "City") and other municipal electric systems in the Commonwealth of Kentucky are faced with an ongoing challenge of assuring that the demand for electric power and energy to serve their residents and businesses will be met with a reasonable balance between the need for new facilities and new energy sources, the availability of supply from existing resources, the cost and efficient operation of such facilities and energy sources, and the desire and need for cleaner sources of energy and conservation in the use of energy; and

WHEREAS, municipal electric systems in the Commonwealth of Kentucky must secure reliable, cost effective, and environmentally responsible energy sources or more effective uses of energy sources to supply the demands of their residents and businesses; and

WHEREAS, mutual advantage may be obtained from the coordinated planning, permitting, acquisition, construction and operation of new and existing facilities, and from joint purchases, sales and exchanges of electric power and related sources; and

WHEREAS, additional mutual advantage may be obtained from the coordinated planning, permitting, acquiring, constructing and operating of certain joint electric power supply projects and any and all facilities, including all equipment, structures, machinery, and tangible and intangible property, real and personal, for the generation or transmission of electrical energy, including any fuel supply or source useful for such projects; and

WHEREAS, pursuant to Sections 65.210 to 65.300 of the Kentucky Revised Statutes, as amended, known as the "Interlocal Cooperation Act" (the "Act"), public agencies are authorized and empowered to join with each other to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage; and

WHEREAS, the City desires to enter into an interlocal cooperation agreement with one or more public agencies for the purposes stated above;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BEREА, KENTUCKY, AS FOLLOWS:

Section 1. Creation of Joint Public Agency. That the formation, creation and establishment of a joint public agency pursuant to the Act, to be known as the "Kentucky Municipal Energy Agency", is hereby authorized and approved.

Section 2. Approval of Interlocal Cooperation Agreement. That the proposed Interlocal Cooperation Agreement (the "Agreement"), attached to the Resolution as Exhibit A, forming, creating and establishing the Kentucky Municipal Energy Agency ("KyMEA"), having been prepared and tendered to this City, is hereby approved, with such changes, insertions and omissions as the City's Mayor shall approve, such approval to be conclusively evidenced by the execution of said documents, in order to effectuate the purposes of this Ordinance; and the Mayor and City Clerk are hereby authorized to execute and acknowledge same for and on behalf of the City so that KyMEA may constitute a joint public agency of which the City is a member thereof.

Section 3. Appointment of KyMEA Representatives. That pursuant to the terms of the Agreement, the City hereby appoints and approves Ed Fortner as its representative and director to the KyMEA Board of Directors and Kevin Howard as its alternate representative to the KyMEA Board of Directors.

Section 4. KyMEA Expenses. That the City recognizes that KyMEA will need funds to operate and to review and initiate projects and coordinated actions for its members. The City recognizes and understands that KyMEA's members, including the City, will each be assessed, from time to time, its proportionate share, of such expenses in accordance with the terms of the Agreement and the actions of the KyMEA Board of Directors.

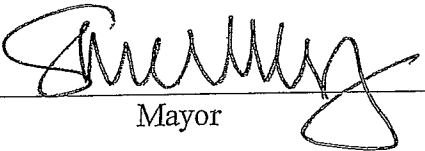
Section 5. City Officers Authorized to Execute Necessary Documents. That the Mayor, City Clerk and other officers of the City, be and are hereby authorized, on behalf of the City, to execute any and all documents, and to take whatever action, necessary to implement this Ordinance.

Section 6. Effective Date. This Ordinance shall take effect from and after its passage and approval.

INTRODUCED, SECONDED AND GIVEN FIRST READING at a duly convened meeting of the City Council of the City of Berea, Kentucky, held on August 16, 2016.

GIVEN SECOND READING AND ENACTED at a duly convened meeting of the City Council of the City of Berea, Kentucky, held on September 6, 2016.

CITY OF BERA, KENTUCKY

By 
Mayor

Attest:


City Clerk

CERTIFICATE

I, the undersigned City Clerk of the City of Berea, Kentucky, certify that the foregoing is a true and correct copy of an Ordinance of the City Council introduced and given first reading at a meeting of the City Council held on August 16, 2016, at which a quorum was present, and that said Ordinance was given second reading and enacted by the City Council on September 6, 2016 and has not been amended, modified, revoked or repealed and is now in full force and effect, all as appears from the official records of the City Council in my custody and under my control.

WITNESS my hand as City Clerk of the City of Berea, Kentucky this September 6, 2016.


City Clerk

GIS UTILITY MAPPING PRESENTATION – CLAY WHITE

GIS, Utility Department Employee, Clay White presented information to the council and public about our utilities system. During the past three years of his employment he has been preparing a complete mapping system (GPS) of the electric, sewer, and water utilities throughout the city. Each electric pole is now located and numbered and the utility employees have the software on their computers to help locate issues and problems quickly. It is expected in the near future that customers will have the capability to check when repairs are taking place during outages. Sewer lines are currently in the process of being updated by GPS, and all water meters are currently located and numbered. Fire hydrants are colored for capacity. This new software program has been very helpful to the entire department to locate problems quickly and efficiently.

ORDINANCE #15-2016; AN ORDINANCE OF THE CITY OF BEREA, KENTUCKY, APPROVING FOR THE LEVY OF AD VALOREM TAXES FOR CITY PURPOSES ON ALL PROPERTY, NOT OTHERWISE EXEMPT, IN THE CITY OF BEREA, KENTUCKY – 2ND READING.

Corporate Counsel read the ordinance by title and summary. Little motioned, Farmer seconded to approve and adopt the ordinance. Roll call vote all ayes, with Wagers voting no. Ordinance adopted.

ORDINANCE #16-02016; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEREA, KENTUCKY, APPROVING AND INTER-LOCAL COOPERATION AGREEMENT AUTHORIZING THE FORMATION AND THE ESTABLISHMENT OF THE KENTUCKY MUNICIPAL ENERGY AGENCY – 2ND READING

Corporate Counsel read the ordinance in its entirety. Kerby motioned, Powell seconded to approve and adopt the ordinance. Discussion was held among the council; Little stated his disapproval with page #11 and will be voting no. Caudill motioned to amend the motion to include billing and payment of the transmission, contingent on approval of the ordinance; seconded by Farmer; majority of ayes. Roll call vote of Ordinance #16-2016; Powell-yes, Kerby-yes, Little-no, Farmer-yes, Wagers-no, Caudill-yes, Hembree-yes, Terrill-no. Ordinance adopted.

ORDINANCE #17-2016; SURPLUS ORDINANCE; 2007 DODGE CHARGER – 1ST READING

Corporate Counsel read the ordinance in its entirety donating the vehicle to the Stanford Police Department for their use. Little recommended selling the vehicles since the tax payers paid for these cars.

ORDINANCE #19-2016; SURPLUS ORDINANCE 2007 DODGE CHARGERS – 1ST READING

Corporate Counsel read the ordinance in its entirety.

**AGENCY AGREEMENT BETWEEN
CITY OF BEREA, KENTUCKY
AND
KENTUCKY MUNICIPAL ENERGY AGENCY
FOR PROCUREMENT OF BEREA TRANSMISSION SERVICES**

This AGENCY AGREEMENT FOR PROCUREMENT OF BEREA TRANSMISSION SERVICES ("Agreement") is entered into this 6th day of September, 2016, by and between the City of Berea, Kentucky, a municipal corporation in the Commonwealth of Kentucky ("Berea"), and the Kentucky Municipal Energy Agency, an interlocal agency organized and existing under the laws of the Commonwealth of Kentucky (the "Agency"), also hereafter referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, Berea is arranging for a new electric power supply to commence May 1, 2019; and

WHEREAS, to obtain delivery of its new power supply, Berea will need Network Integration Transmission Service and related services under the Open Access Transmission Tariff of Kentucky Utilities Company and Louisville Gas and Electric Company ("KU/LG&E"), as well as transmission and related services from other transmission service providers to reach the KU/LG&E transmission grid ("Berea Transmission Services"); and

WHEREAS, Berea anticipates becoming a member of the Agency for the limited purpose of saving money in the procurement of Berea Transmission Services; and

WHEREAS, by becoming a member of the Agency, Berea has the opportunity to reduce its cost of procuring Berea Transmission Services by sharing the costs of necessary transmission studies and related administrative costs with other members of the Agency that also need transmission services; and

WHEREAS, Berea has the opportunity to expedite the procurement of Berea Transmission Services as a participant in pending transmission service requests that the Agency has submitted for service that can include service for Berea's loads; and

WHEREAS, Berea desires that the Agency be and act as Berea's agent for the procurement of Berea Transmission Services, and the Agency is willing to serve as Berea's agent for such purposes in accordance with the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing premises, the mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1.0 APPOINTMENT OF THE AGENCY AS AGENT: Berea hereby agrees that the Agency shall serve as Berea's agent in the procurement of Berea Transmission Services in accordance with the provisions in this Agreement, and the Agency hereby agrees to serve as Berea's agent for such purposes.

2.0 EFFECTIVE DATE, TERM AND TERMINATION:

2.1 This Agreement shall become effective upon execution by both Parties.

2.2 This Agreement may be terminated as of the beginning of any calendar month (a) by either Party by providing at least 30 days' advance notice of termination in writing, or (b) by mutual agreement of the Parties. Absent agreement of the Parties to the contrary, termination of this Agreement shall not terminate any transactions hereunder that may then be underway; rather, such transactions shall be completed and settled as though this Agreement were still in effect.

2.3 All obligations incurred pursuant to this Agreement prior to its termination shall be preserved until satisfied.

3.0 SERVICES TO BE PROVIDED:

3.1 As Berea's agent, the Agency shall procure Berea Transmission Services necessary to deliver Berea's electric power supply to Berea's delivery point(s). The costs of transmission studies required to procure Berea Transmission Services shall be shared proportionately among all Agency members, including Berea, for whose transmission service the studies are required. Costs incurred for an individual Agency member or subset of members shall be borne solely by that member or subset of members. The daily and hourly scheduling of transmission service to Berea shall be the responsibility of Berea's power supply provider and shall be coordinated with the Agency to achieve any available efficiency and cost advantages for Berea and other Agency members.

3.2 For all Berea Transmission Services for which the Agency is the transmission customer of the transmission service provider, the Agency shall be responsible for paying the rates and charges for such services to the transmission service provider. Berea shall reimburse the Agency for the Agency's cost of Berea Transmission Services.

3.3 Berea and the Agency shall share and exchange information as needed to facilitate the efficient and cost-effective procurement of Berea Transmission Services and to support Berea's timely arrangements for delivery of its electric power supply.

3.4 The Agency shall maintain and make available to Berea accounting records identifying all costs incurred by the Agency in procuring Berea Transmission Services pursuant to this Agreement.

4.0 BILLING AND PAYMENT

4.1 The Agency shall prepare and deliver assessments and invoices to Berea to recover Berea's share of the Agency's costs in procuring Berea Transmission Services consistent with the Agency's standard billing practices for its members. The Agency agrees that there shall be no pattern of adverse distinction and no pattern of undue discrimination in carrying out its obligations under this Agreement relating to Berea as compared to other Agency members. The Agency shall prepare and deliver to Berea monthly invoices for reimbursement of monthly transmission service rates and charges paid by the Agency to transmission service providers for Berea Transmission Services. The Agency shall invoice Berea for Berea's proportionate share of transmission study costs and the pass-through of transmission service rates and charges incurred by the Agency for Berea Transmission Services at the actual costs incurred by the Agency with no adder or mark-up. Agency assessments to Berea for Berea's share of Agency administrative costs shall be limited to a proportionate share of only those administrative costs that are attributable to the Agency's procurement and administration of transmission services. For example, if Berea's load-proportionate share of transmission services is 8%, and the Agency's share of administrative costs attributable to transmission services is 12% of total Agency administrative costs, Berea's share of the Agency's total administrative costs would be 0.96% (8% times 12%). Like any other Agency member, Berea shall have the right to review and audit the assessment of Agency administrative costs to assure itself that the costs are reasonable and that the allocation of costs is non-discriminatory as among Agency members, including Berea. Through its representative on the Agency's Board of Directors, Berea shall be entitled to raise any concerns about the level or allocation of administrative costs before the Agency's Board of Directors. If Berea believes that the assessment to Berea of Agency administrative costs does not comply with the standards set forth in this Agreement, Berea may seek resolution of the issue through any mutually agreeable dispute resolution process or in any court of law with jurisdiction over the parties and subject matter.

4.2 Berea's payments to the Agency shall be due in accordance with the Agency's standard timetable for assessments and invoices to other Agency members for whom the Agency obtains transmission services. Berea shall pay monthly Agency invoices for reimbursement of transmission rates and charges from transmission service providers by electronic transfer to a bank account designated from time to time by the Agency within 15 days of receipt of the bill; provided, however, that if said 15th day is a Saturday, Sunday or legal holiday in the Commonwealth of Kentucky, the next following business day shall be the day on which such payment shall be due.

5.0 METERING

5.1 Berea and the Agency shall coordinate to establish and maintain revenue-quality metering and associated equipment required at each Berea delivery point to

measure and record the electric power and energy delivered and to communicate the real-time metering data to the Agency and Berea's electric power supply provider on a continuous basis. Such metering equipment shall provide a continuous record of the integrated total demand of Berea at such delivery point(s) during each monthly billing period. Such records shall be available at all reasonable times to authorized agents of Berea. All metering equipment shall be maintained by the respective owner(s) thereof.

- 5.2 The Agency shall test and calibrate meters or cause meters to be tested and calibrated by comparison with accurate standards at intervals of not less than twelve (12) months. The Agency shall also perform or cause to be performed special meter tests at Berea's request. The cost of all tests shall be borne by the Agency except that if any special meter test performed at Berea's request shall disclose that the meters are recording accurately, Berea shall reimburse the Agency for the cost of such test. Meters registering within one percent (1%) of accuracy shall be deemed to be accurate. The readings for any meter that shall have been disclosed by test to be inaccurate shall be corrected in accordance with the applicable provisions of the Open Access Transmission Tariff under which transmission service is being provided. The Agency shall notify Berea or cause Berea to be notified in advance of the time of any meter test so that Berea's representative may be present at such meter test.

6.0 ASSIGNMENT, SUCCESSORS AND ASSIGNS

- 6.1 This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties to this Agreement; provided, however, that, neither this Agreement nor any interest herein shall be transferred or assigned by either Party except with the consent in writing of the other Party, which the Party may grant or deny in its sole discretion. The Party seeking to assign this Agreement must provide at least ninety (90) days' prior written notice to the other Party. No assignment or transfer of this Contract shall relieve the Parties of any obligation hereunder.

7.0 LIABILITY AND INDEMNITY:

- 7.1 Each Party shall indemnify and save the other Party and the directors, agents, officers, officials, and employees of the other Party, harmless from and against any liability, loss, damage, claims, costs, and expenses (including reasonable attorneys' fees and court costs through appeal) incurred or claimed on account of injury to persons (including death) or damage or destruction of property, occasioned by the act or omissions of the indemnifying Party or its directors, agents, officers, officials, and employees, except to the extent that such liability, loss, damage, claim, costs, or expense results from the gross negligence or willful misconduct of the indemnified Party; provided however, that each Party shall be solely responsible to its own employees for all claims or benefits due for injuries occurring in the course of their employment or arising out of any workers' compensation law (except for claims due to the negligence of the other Party), and

each Party shall indemnify and save the other Party harmless from and against any liability, loss, damage, claims, costs, and expenses (including reasonable attorneys' fees and court costs through appeal) relating to its own employees. Except as otherwise provided in this Section 7.1 and except for loss, injury, damages or destruction that result from a breach or default of a Party's duty or obligation as set forth herein, the Parties shall each bear their own respective risk of loss for any loss, injury, damage or destruction to their respective property, facilities, equipment and for the replacement or repair of such property. To the fullest extent permitted by law, neither Party shall have liability to the other Party for any indirect, consequential, multiple or punitive damages including, but not limited to, loss of earnings or revenues.

8.0 APPLICABLE LAW

8.1 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

9.0 ENTIRE AGREEMENT

9.1 This Agreement supersedes all previous representations, understandings, negotiations, and agreements, either written or oral, between the Parties or their representatives with respect to the subject matter hereof and constitutes the entire agreement of the Parties with respect to the subject matter hereof.

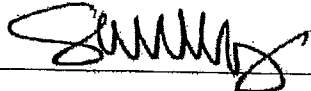
10.0 COUNTERPARTS

10.1 This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

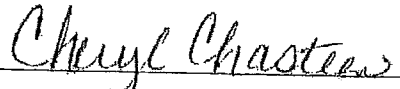
IN WITNESS WHEREOF, each of the Parties hereto has caused this Contract to be executed by its duly authorized official, officer, or representative and its seal to be hereto affixed, if required, effective as of the day, month and year first above written.

(signatures appear on the following page)


CITY OF BERIA, KENTUCKY

By: 
Title: Mayor

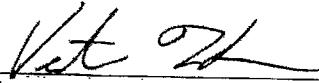
ATTEST:


Title: City Clerk
(SEAL)

KENTUCKY MUNICIPAL ENERGY AGENCY

By: 
Chairman

ATTEST:


Secretary
(SEAL)

AMP CONTRACT NO. 2016-003351-MAS

MASTER SERVICES AGREEMENT

**AMONG THE
CITY OF BEREA, KENTUCKY
AND
AMERICAN MUNICIPAL POWER, INC.
AND
AMP AFFILIATED ENTITIES**

Dated as of 09/01, 2016

TABLE OF CONTENTS

	Page
Section 1. General.....	2
Section 2. Term.....	3
Section 3. Schedules for Power Supply.....	4
Section 4. Participation in a Power Pool.....	6
Section 5. Other Services and Products.....	7
Section 6. Service Fees.....	8
Section 7. Billing and Payment.....	9
Section 8. Remedies, Default.....	10
Section 9. No Duty to Defend.....	12
Section 10. Limitation of Liability and Damages.....	13
Section 11. Miscellaneous Provisions.....	15
Section 12. Dispute Resolution.....	17
Section 13. Notices.....	19
Section 14. Authority of Municipality to Execute.....	20

APPENDICES

Appendix A Definitions

Appendix B Power Supply Schedule (MMSA-03 ____/S-03 ____)

Appendix C (Ordinance or Resolution) No. ____

**AMERICAN MUNICIPAL POWER, INC.
AND
BEREA, KENTUCKY
MASTER SERVICES AGREEMENT**

THIS MASTER SERVICES AGREEMENT is made, entered into, and effective as specified herein by and among the City of Berea, Kentucky, existing under the laws of the Commonwealth of Kentucky (hereinafter "Municipality") and American Municipal Power, Inc., a nonprofit Ohio corporation (hereinafter "AMP"); AMPO, Inc., an Ohio for profit corporation that is wholly owned by AMP; and Municipal Energy Services Agency, a joint venture of Municipalities that are AMP Members (hereinafter "MESA").

WITNESSETH:

WHEREAS, AMP is a nonprofit Ohio corporation organized, *inter alia*, to own and operate facilities, or to otherwise provide for the generation, transmission or distribution of electric power and energy, and to furnish technical services on a cooperative nonprofit basis for the mutual benefit of its Members, such Members being, and to be, political subdivisions that own and operate, or are initiating, municipal electric and/or other municipal utility systems including joint action agencies whose members are municipal electric utility systems; and

WHEREAS, Municipality is a Member of AMP; and

WHEREAS, MESA is a joint venture of AMP Members owning and operating municipal electric systems that is organized, *inter alia*, to provide technical, engineering and related services for AMP Members and AMP; and

WHEREAS, AMPO, Inc. is a wholly owned subsidiary of AMP that is organized, *inter alia*, to provide gas and electric power aggregation and other services to municipal corporations; and

WHEREAS, Municipality desires from time to time to acquire a range of services and products that AMP and/or the Affiliated Entities may offer to assist the Municipality in providing economical and reliable electric and/or other services to its customers, including but not limited to power supply and the planning and arrangements related thereto, the sale and purchase of electric power and energy, safety training and a wide range of other technical and educational services; and

WHEREAS, the Parties desire to execute this Master Agreement that contains general terms and conditions that will apply to all other agreements between the Parties; and

WHEREAS, the Municipality has adopted (Ordinance or Resolution) No. 19-2016 authorizing the Municipality to execute this Agreement;

NOW, THEREFORE, in consideration of the conditions, terms and covenants hereinafter contained, the Parties hereto do hereby mutually agree as follows:

SECTION 1. GENERAL

1.1 This Agreement contains the general terms and conditions that shall be applicable to all subsequent agreements, usually referred to as Schedules, between the Municipality, on the one hand, and AMP and/or the Affiliated Entities on the other. Each such Schedule shall be in writing, shall be executed by the Parties thereto and shall be incorporated as a part of this Agreement as if fully set forth herein and shall remain in full force and effect during the term of such Schedule, unless otherwise agreed in writing by the Parties.

1.2 Capitalized terms when used in this Agreement and Schedules entered into hereunder shall have the meaning set forth in Appendix A attached hereto.

CONFIDENTIAL

SECTION 2. TERM

2.1 The term of this Agreement shall commence on the Effective Date and shall remain in effect until terminated by any Party, with or without cause, by providing to the other Parties not less than one hundred eighty (180) days prior written notice of such termination; provided, however, that if any Party terminates this Agreement pursuant to this Section, such termination shall not affect or excuse the performance of any Party under any provision of this Agreement that by its terms survives such termination; and provided, further, however, that this Agreement shall remain in effect to the extent that any Schedules executed and delivered hereunder prior to the effective date of said termination shall remain in effect in accordance with the terms of such Schedules and until all Parties have fulfilled all of their obligations hereunder and under such Schedules.

CONFIDENTIAL

SECTION 3. SCHEDULES FOR POWER SUPPLY

3.1 The Parties may desire to enter into Schedules for power (including capacity) supply and associated energy from time to time. Such Schedules for the purchase and sale of power, including capacity and/or energy, shall be known as Schedules for Power Supply. Schedules for Power Supply shall be governed by the terms and conditions set forth below, in addition to any other or modified terms and conditions set forth in such Schedules. Each such Schedule shall contain, at a minimum, the information set forth in Appendix B, attached hereto. All Parties to the Schedule shall execute each such Schedule in writing in accordance with local governance process before it becomes binding; provided, however, that if the Parties to such Schedule explicitly agree in such Schedule, and such is in accord with applicable law, the same may have retroactive effect. With respect to each such Schedule, unless otherwise agreed in such Schedule, Seller shall be obligated to sell and deliver, or cause to be delivered, and Buyer shall be obligated to purchase and receive, or cause to be received, the Quantity of Product made available at the Delivery Point, and Buyer shall pay Seller the Contract Price in accordance with the terms and conditions of this Agreement and the applicable Schedule for Power Supply whether or not Buyer shall take delivery thereof. The terms Buyer and Seller shall have the meanings set forth in Appendix A. To the extent there is a conflict between the terms and conditions of this Master Services Agreement and a Schedule for Power Supply executed hereunder, the term and conditions of the Schedule for Power Supply shall control.

3.2 It is understood and agreed by the Parties hereto that each Party shall cooperate to make arrangements with other entities to provide delivery service and facilities which will permit the establishment of the initial or additional Points of Delivery; and that no construction of facilities is or will be required to establish such Points of Delivery unless such construction, and the responsibility for payments therefor, is provided in a Schedule. Municipality shall, upon the request of AMP, provide AMP a diagram of each Delivery Point including applicable metering, transformation and line voltage(s). Said diagram shall be updated and provided to AMP as changes to the same are made.

3.3 In order to allow the Seller to conform with all applicable energy scheduling requirements imposed by reliability or regional transmission organizations and any other applicable guidelines, rules or regulations, but only if and to the extent specified in a Schedule for Power Supply, the Buyer shall provide Seller with a written energy schedule specifying the amount of electric power and energy to be delivered by Seller to each Delivery Point on behalf of the Buyer hereunder during each hour of the following month or other applicable time period. The Buyer shall have full responsibility for arranging to receive, or causing to be received at the Delivery Point(s), all power and energy scheduled or delivered pursuant to any Schedule for Power Supply. Unless the Schedule for Power Supply otherwise provides, neither party shall request of PJM or Delmarva Power & Light a change in the PJM Settlement Location for the duration of the Delivery Period in such Schedule for Power Supply.

3.4 It is understood by the Parties that AMP's obtaining applicable energy consumption, load profile information and capacity and energy resource information from Municipality is often critical to AMP's ability to satisfy reliably and economically the Municipality's electric energy and capacity requirements and plan for the same. Accordingly,

Municipality agrees, to the extent practicable, to provide such available information to AMP as AMP may reasonably request.

3.5 Electric power, including capacity, and/or energy furnished under this Agreement and any Schedule for Power Supply, including any power provided pursuant to any pool agreement, shall be in the form of three-phase alternating current having a frequency of sixty (60) hertz at such delivery voltage as is mutually agreed to by the Parties hereto.

3.6 The Municipality shall furnish or cause to be furnished, at its own expense, whatever reactive power requirements may be required from time to time by the entity or entities that physically deliver power and energy to the Municipality's Delivery Points under this Agreement and any Schedule for Power Supply. It is also understood that the delivery of Product pursuant to this Agreement and any applicable Schedule for Power Supply may require the Municipality to maintain a specific power factor or keep its power factor within a specified range. To the extent maintaining either a power factor range or a specified power factor is required, the Municipality or the Municipality's agent shall take all necessary steps to maintain the range or specific power factor stated in the applicable Schedule. To the extent it does not so maintain such range or power factor, Municipality shall pay all charges incurred relating to such failure, whether incurred by AMP, any Affiliated Entity or directly by the Municipality.

3.7 It is recognized by the Parties hereto that ability of AMP to receive electric power, including capacity, and/or energy from others may be contingent upon operation in parallel (synchronism) of one or more electric systems through which power is delivered pursuant to this Agreement.

3.8 The Parties understand and agree that Municipality is obligated by Kentucky law to engage in competitive procurement for power supply, and AMP agrees to provide evidence of competitive procurement practices for each and every Schedule for Power Supply.

SECTION 4. PARTICIPATION IN A POWER POOL

4.1 Various Members have formed certain pooling arrangements that are managed by AMP to allow the Members to manage risks and to more economically arrange for the purchase of reliable power supply. All terms and conditions governing the participation in a power pool will be set forth in any Schedule for Power Supply relating to such power pool entered into hereunder.

CONFIDENTIAL

SECTION 5. OTHER SERVICES AND PRODUCTS

5.1 AMP and the Affiliated Entities may offer a variety of Services and Products to Members in addition to power supply, and the Municipality may elect at its sole option to accept or to decline any or all such Services and Products. The scope of the Services and Products to be rendered by AMP (if any) or by the Affiliated Entities along with the compensation for the same and any other terms or conditions shall be set forth in Schedules that may be executed by the Municipality, on the one hand, and AMP or the respective Affiliated Entity, on the other. To the extent there is a conflict between the terms and conditions of this Master Services Agreement and a Schedule for Services executed hereunder, the terms and conditions of the Schedule for Services shall control.

5.2 Unless otherwise agreed in writing, the billing and invoicing terms and conditions along with all other terms and conditions set forth in this Master Agreement shall be applicable to all Schedules with AMP or any of the Affiliated Entities.

CONFIDENTIAL

SECTION 6. SERVICE FEES

6.1 In addition to any dues (known as "service fee A") payable as a requirement of membership in AMP and any specific additional compensation set forth in any Schedule, the Municipality shall, unless otherwise set forth in a Schedule, also pay AMP's power supply service fee (known as "service fee B") of up to seven-tenths of one mill (\$0.0007) per kWh for all energy made available hereunder to Municipality. At the time of the execution of this Agreement, the current level of service fee B as determined by the AMP Board of Trustees is forty-eight hundredths of one mill (\$.00058 per kWh). Unless otherwise set forth in a Schedule, service fee B may be prospectively increased or decreased at the sole option of AMP's Board of Trustees at any time. Any such increases are limited, however, to an additional one-tenth of one mill (\$0.0001) per kWh over the previously authorized amount, for energy made available hereunder in each calendar year on and after 2000 so long as this Agreement and such Schedule for Power Supply is in effect; provided, however, that in the event AMP's Board of Trustees elects not to increase service fee B in any such year, the increase in any following year may be up to an additional one-tenth of one mill (\$0.0001) per kWh for each prior year service fee B was not increased.

6.2 A fee for utilization of AMP's Energy Control Center equal to a reasonable allocation of the direct and indirect costs of the operation of the same, including overheads, shall be paid by Municipality to AMP for any Schedule for Power Supply wherein AMP provides Requirements Power and Energy. Such Energy Control Center fee or the methodology to calculate the same shall be set forth in any such Schedule.

6.3 Charges under any Schedule may also include any other applicable fees, charges or cost allocations as appropriate. Any such fees, however, must be agreed to by the Municipality and set forth in the applicable Schedule executed by the Municipality and the respective other Parties thereto.

SECTION 7. BILLING AND PAYMENT

7.1 Each month, AMP shall render to the Municipality an invoice, or at AMP's sole discretion, multiple invoices, for all amounts due under this Agreement and any Schedules. In addition to any netting permitted or required pursuant to Section 7.5 hereof regarding Schedules for Power Supply, AMP may at its sole discretion, net out and/or combine any amount due under any Schedule so that only one invoice is generated for the Municipality for all amounts due and owing AMP and the Affiliated Entities; provided, however, that such invoice, along with appropriate back-up information, shall be sufficient to allow the Municipality to segregate and identify all fees and charges billed on said invoice.

7.2 The Municipality shall pay the invoiced amounts no later than the due date shown on the invoice. Such date shall not be less than fifteen (15) days after the date of the invoice. The amounts due shall be considered paid when actually received by AMP during normal business hours, or deposited in AMP's account and available for AMP's use. Amounts not paid on time or before the due date shall be payable with interest accrued at the lesser of: (i) the then current prime interest rate per annum of Citibank, N.A., or its successor, prorated by days from the due date to the date of payment; or (ii) the maximum rate that is authorized by law.

7.3 In case a portion of any amount included in an invoice rendered pursuant to this Section is in *bona fide* dispute, the entire amount shall be paid when due, and any difference between the billed amount and the adjusted amount shall be promptly refunded after the determination of the adjusted amount, with interest thereon computed as provided in Section 7.2 hereof. Notice of any such dispute shall be in writing and submitted no later than ninety days from the due date of the invoice in dispute.

7.4 Billing disputes and any subsequent adjustments hereunder shall be limited to transactions occurring within an eighteen (18) month period ending on the last day of the month in which the notice of the dispute is submitted as required by Section 7.3 hereof.

7.5 Except for any payments due to AMP, joint ventures of AMP members, or an Affiliated Entity pursuant to, or with respect to, a note, debt instrument, or debt obligation of AMP, any joint ventures of AMP members, any Affiliated Entity, or the Municipality, all other mutual payment obligations due and owing each other on the same date pursuant to any Schedules shall be netted so that only the excess amount remaining due shall be paid by the Party who owes it. If no mutual payment obligations exist and only one Party has a payment obligation during the billing cycle, that Party shall pay such sum in full when due. Any partial payments made by the Municipality shall be applied to the various payment obligations under the various Schedules in amounts determined in AMP's sole discretion.

7.6 Schedules may modify the terms of this Section 7 for purposes of such Schedule.

SECTION 8. REMEDIES, DEFAULT

8.1 In the event a Party fails to make any payment due or to perform any other material term or condition of this Agreement or any Schedule entered into hereunder and such failure is not excused by Force Majeure, the non-defaulting Party shall provide written notice to the defaulting Party of such breach; *provided however* that the parties intend and agree that the failure to receive or deliver electric power and energy shall not constitute an Event of Default under this Agreement, and further agree that the remedy for failure to receive or deliver electric power and energy shall be as provided in Section 10.3. Upon receipt of the written notice from the non-defaulting Party, the defaulting Party shall have thirty (30) days thereafter, except for non-payment under a Schedule for Power Supply in which case the defaulting party shall have seven (7) days thereafter, to cure the breach. If the defaulting Party fails to cure the breach within the applicable thirty (30) or seven (7) day period, the non-defaulting Party may, at its sole option do any, all or any combination of the following, i) suspend performance under this Agreement and any or all Schedules entered into hereunder; ii) after following the provisions of Section 12 of this Agreement terminate this Agreement and/or any or all Schedules; iii) after following the provisions of Section 12 of this Agreement bring a claim seeking specific performance or to recover amounts that the defaulting Party owes to the non-defaulting Party due to such breach or default; provided, however, that nothing contained herein shall preclude the defaulting Party from receiving amounts owed by the non-defaulting Party.

8.2 (a) If a non-defaulting Party exercises its right to terminate this Agreement and any Schedules for Power Supply entered into hereunder and outstanding at the time of the breach, the non-defaulting Party shall serve written notice upon the defaulting Party indicating that it is exercising its rights to terminate. In the written notice, the non-defaulting Party shall establish an early termination date which shall be no earlier than the date of the written notice and no later than twenty (20) days after receipt of the written notice (hereinafter "Early Termination Date"). As of the Early Termination Date, the non-defaulting Party shall calculate the amount that is owing under each outstanding Schedule (hereinafter "Settlement Amount").

(b) Except for any Settlement Amounts due to AMP, joint ventures of AMP members, or an Affiliated Entity pursuant to, or with respect to, a note, debt instrument, or debt obligation of AMP, any joint ventures of AMP members, any Affiliated Entity, or the Municipality, which shall not be netted, the non-defaulting Party shall aggregate all other Settlement Amounts into a single amount by: netting against any and all other amounts due to the non-defaulting Party under this Agreement (i) all Settlement Amounts that are due to the defaulting Party, plus (ii) any and all other amounts due to the defaulting Party, so that all such amounts shall be netted out to a single liquidated amount (the "Termination Payment") payable to one Party or the other. The Termination Payment shall be due to or due from the non-defaulting Party as appropriate.

(c) As soon as practicable after setting an Early Termination Date and calculating a Settlement Amount, notice shall be given by the non-defaulting Party to the defaulting Party of the amount of the Termination Payment and whether the Termination Payment is due to or due from the non-defaulting Party. The notice shall include a written statement explaining in reasonable detail the calculation of such amount. The Termination

Payment shall be made by the Party that owes it within five (5) business days after such notice is effective, assuming such Termination Payment has been accurately calculated pursuant to the terms of this Agreement and the applicable Schedule.

8.3 If a failure to perform hereunder is due to an incident of Force Majeure and the Party that would otherwise be in default hereunder has a remedy against a third party related to such third party's default that gave rise to such Force Majeure, then that Party shall pursue such remedy on behalf of the non-defaulting Party and provide the non-defaulting party with a *pro rata* share of any net proceeds thereof.

8.4 Any Party claiming Force Majeure shall, as promptly as possible under the circumstances then extant, notify the other Party affected of the Force Majeure and its expected duration. The Party claiming Force Majeure shall remedy the Force Majeure with all reasonable dispatch; provided, however, that 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. Unless otherwise explicitly set forth in this Agreement or a Schedule, the non-claiming Party shall not be required to perform or resume performance of its obligations to the Party claiming Force Majeure corresponding to the obligations of the Party excused by Force Majeure.

8.5 It shall be a material term and condition of this Agreement that Municipality maintain its membership in good standing in AMP and abide by the terms and conditions of AMP Membership as set forth in this MSA, AMP's Articles of Incorporation, and Regulations as may change from time to time.

8.6 It shall be a material term and condition of this Agreement that AMP shall maintain the non-profit corporate structure as set forth in the Articles of Incorporation and Regulations as may change from time to time pursuant to governing processes contained therein. In particular, it shall be a material term and condition of this Agreement that AMP shall adhere to its own financial and risk policies as approved by the AMP Board as the same may be modified by the AMP Board.

SECTION 9. NO DUTY TO DEFEND

Each Party agrees to provide its own defense regarding any and all claims, demands or actions for injuries to persons or property by any third parties in any way resulting from, growing out of, or arising in or in connection with: (i) this Agreement or any Schedules, (ii) the construction, maintenance or operation of the other Party's system or other property, (iii) the use of, or contact with, electric energy delivered hereunder after it is delivered to the other, and while it is flowing through the lines of the other Party, or is being distributed by the other Party, or (iv) any interruptions in service by the other Party.

CONFIDENTIAL

SECTION 10. LIMITATION OF LIABILITY AND DAMAGES

10.1 EXCEPT AS SET FORTH IN THIS AGREEMENT OR SCHEDULE, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, FOR ANY PRODUCT THAT AMP OR ANY AFFILIATED ENTITY PROVIDES UNDER THIS MASTER AGREEMENT OR SCHEDULE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN A SUBSEQUENT SCHEDULE, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR A SCHEDULE, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. 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.

10.2 Each of the Parties shall provide, or cause to be provided and maintained, suitable protective devices on its system to prevent any loss, injury or damage that might result from single-phasing conditions, over or low voltage, reverse power flow, loss of synchronism, or any other fluctuation or irregularity in the supply of electric power and energy. Seller shall not be liable for any loss, injury or damage resulting from any such conditions or other fluctuations or irregularities in the supply of energy that could have been prevented by Buyer's use of such protective devices.

10.3 Seller shall use reasonable diligence in assuring the provision of continuity of service in the delivery of electric power and energy under this Agreement or Schedule for Power

Supply, but Seller does not guarantee that the supply of electric service will be uninterrupted or at all times constant. If the supply of electric power and energy shall fail or be interrupted or be reduced or become defective through Force Majeure, Seller shall not be liable therefor or for damages caused thereby and such events shall not constitute a breach of Seller's obligations hereunder. The failure of the Buyer to receive electric power and energy because of any of the aforesaid conditions shall not relieve the Buyer of its obligations to make payments to Seller for electric power made available by Seller pursuant to this Agreement but only to the extent Seller incurs charges or other costs therefor. However, in such circumstances Seller shall make all reasonable efforts to reschedule, sell or otherwise attempt to make arrangements which would avoid or mitigate Buyer's payments for power and energy which are not so made available. Each Schedule for Power Supply hereunder may contain additional or modified Force Majeure or other continuity and liability provisions as agreed to by the Parties to such Schedule.

10.4 Each Party assumes no responsibility of any kind with respect to the construction, maintenance, or operation of the system or other property owned or used by any other Party.

10.5 The Parties recognize that as cooperative, nonprofit ventures, AMP and the Affiliated Entities operate basically at cost and are owned and controlled by their respective Members or participants, including, as applicable, Municipality. Accordingly, various liability limiting provisions in addition to those set forth herein may be set forth in subsequent Schedules.

CONFIDENTIAL

SECTION 11. MISCELLANEOUS PROVISIONS

11.1 Agency. In order to promote efficient and economical transactions pursuant to this Agreement, the Parties agree that the Municipality may designate AMP, or an Affiliated Entity, as its agent for purposes related to the provision of economical and reliable power and other services to the Municipality hereunder. Said designation shall be in writing and shall be *specific as to type of transactions contemplated thereunder and shall be deemed accepted by AMP or the Affiliated Entity unless the Municipality is notified in writing to the contrary within seven (7) days of receipt of the designation by AMP or the Affiliated Entity.*

11.2 Construction. In construing this Agreement and any Schedules, specific terms and conditions shall supersede general terms and conditions. In the event there is any conflict between any specific term or condition in this Agreement and any specific term or condition in any Schedule, the specific terms of the Schedule shall supersede the specific terms in this Agreement. In the event there is a conflict between the specific terms and conditions of any two or more Schedules, the specific terms and conditions of the most recent Schedule shall supersede the specific terms of the older Schedule or Schedules.

11.3 Assignment. The terms, provisions, covenants and conditions of this Agreement or any Schedule and the rights and obligations of the Parties thereto shall not extend to, inure to, bind, be transferred to or vest in the successors or assigns of either Party other than by operation of law, unless the prior written consent of the other respective Party or Parties shall be obtained, which shall not unreasonably be withheld.

11.4 Third Party Reliance. This Agreement is solely for the benefit of the Parties hereto and the term and conditions contained herein do not inure to the benefit of any third parties unless the same is expressly set forth in a Schedule or other written agreement.

11.5 Waivers. Any waiver at any time by either Party hereto of its right with respect to a default under this Agreement or Schedule, or with respect to any other matter arising in connection with this Agreement or Schedule shall not be deemed a waiver with respect to any subsequent default or any other matter. Except as provided in Section 7.4 hereof, any delay, short of the statutory period of limitation, in asserting or enforcing any right under this Agreement or Schedule shall not be deemed a waiver of such right.

11.6 Complete Agreement. This Agreement, including any duly authorized and executed Schedules, constitutes the complete agreement of the Parties with respect to the Services and Products to be furnished hereunder. The Parties recognize, however, that Seller's ability to perform the obligations imposed by this Agreement and Schedules may be contingent upon the receipt of power or other products or services pursuant to other agreements, and revisions to, or the operation of the terms and conditions of, such other agreements may give rise to circumstances which, in order to carry out the intent of this Agreement or Schedules may require the amendment or revision of this Agreement or Schedules. Acquiescence to such amendment or revision of this Agreement and subsequent Schedules shall not be unreasonably withheld by any Party.

11.7 *Governing Law.* This Agreement and any Schedule and any controversies arising hereunder and thereunder are to be construed and determined in accordance with the laws and Constitution of the State of Ohio; provided however, that in respect of the applicability of Kentucky Code provisions to this Agreement, the laws of the Commonwealth of Kentucky shall apply.

11.8 *Audit.* Each Party has the right, at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any revenue, expense, invoice, charge or computation made pursuant to this Agreement. If any such examination reveals any inaccuracy in any invoice, charge, or computation, the provisions of Section 7 of this Agreement shall apply.

11.9 *Forward Contract.* The Parties acknowledge and agree that all Schedules for Power Supply constitute "forward contracts" within the meaning of the United States Bankruptcy Code.

SECTION 12. DISPUTE RESOLUTION

12.1 The Parties agree to negotiate in good faith to settle any and all disputes arising hereunder.

12.2 Good faith mediation shall be a condition precedent to the filing of any adversarial litigation in law or equity by either Party relating to this Agreement or subsequent Schedules except injunctive litigation necessary to solely restrain or cure an imminent threat to public or employee safety. Before the remedies provided for in this Section 12 may be exercised by either Party, such Party shall give written notice to the other Party that such Party believes that an event of default or impasse under this Agreement may have occurred, specifying the circumstances constituting the event of default or impasse in sufficient detail that the other Party will be fully advised of the nature of the event of default or impasse. The responding Party shall prepare and serve a written response thereto within ten (10) business days of receipt of such notice.

12.3 The Parties shall attempt to resolve the controversy by engaging a single mediator, experienced in the subject matter, to mediate the dispute. The mediator shall be mutually selected by the Parties to the controversy and conduct mediation at a location in Ohio to be agreed upon by the Parties or absent agreement, by the mediator. Within two business days of selection, the mediator shall be furnished copies of the notice, this Agreement, response and any other documents exchanged by the Parties. If the Parties and the mediator are unable to settle the same within thirty (30) days from selection, or such other time as the Parties agree, the mediator shall make a written recommendation as to the resolution of the dispute. Each Party, in its sole discretion, shall accept or reject such recommendation in writing within ten (10) days. Should the Parties be unable to agree upon a single mediator within five (5) business days of the written response of the responding Party, any Party or the Parties jointly shall petition the Presiding Judge of the Court of Common Pleas of Franklin County Ohio, to appoint a mediator, experienced and knowledgeable in the matters which are the subject of the dispute. Notwithstanding the preceding sentence, the parties reserve the right to file suit or pursue litigation in any court that is otherwise proper with respect to jurisdiction and venue. The Parties' consent to selection of a mediator by the Franklin County Court of Common Pleas shall not constitute consent to jurisdiction of such court or waiver of defenses as to venue or jurisdiction. The costs of the Mediator and the mediation shall be shared equally by the Parties to the dispute.

12.4 In any litigation, any Party that fails to accept a mediator's recommendation regarding resolution of the dispute or disputes at issue shall be liable for the other Party's reasonable attorneys' fees and expenses incurred litigating such issue, not to exceed \$10,000, unless the result of such litigation materially improves such Party's position from such recommendation. For purposes of this subsection, "materially improve" shall mean, with regard to compensation or liability, twenty-five percent (25%) or greater improvement. All determinations under this paragraph shall be under the sole discretion of the presiding judge, and

the record of the mediation and the mediator's recommendation shall be admissible for such purposes and for such purposes only, unless the Parties otherwise agree.

12.5 The Parties may mutually agree to waive mediation or subsequent to mediation waive their right to litigate in Court and, in either case, submit any dispute hereunder to binding arbitration before a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or such other arbitration procedures to which they may agree. Such agreement shall be in writing and may otherwise modify the procedures set forth in this Section 12 for resolving any particular dispute.

12.6 Nothing in this Section 12 shall be construed to affect jurisdiction or venue over any dispute that is otherwise appropriate under law.

CONFIDENTIAL

SECTION 13. NOTICES

13.1 Any notices given or required to be given hereunder to the Municipality shall be sent to the following addresses:

NAME Randy Stone
Attn: City Administrator (Title)
ADDRESS 212 Chestnut Street
Berea, KY 40403

With a Copy To:

NAME Ed Fortner, Jr.
Attn: Utility Director (Title)
ADDRESS 200 Harrison Road
PO Box 926
Berea, KY 40403

13.2 Any notices given or required to be given hereunder to AMP or any affiliated Entity shall be sent to AMP or the Affiliated Entity at the following address:

AMERICAN MUNICIPAL POWER, INC.
Attn: President/CEO
1111 Schrock Road, Suite 100
Columbus, Ohio 43229

With a Copy To:

John W. Bentine
Senior Vice President/General Counsel
American Municipal Power, Inc.
1111 Schrock Road, Suite 100
Columbus, Ohio 43229

Said addresses shall be updated by the respective Parties by written notice to the other Parties as necessary.

13.3 Any notice sent via prepaid U.S. certified mail shall be deemed received by the receiving Party on the date signed for as received on the certified mail card. Any notice sent via prepaid U.S. regular mail, by personal service, facsimile, or courier or like service shall be deemed received when received by the receiving Party.

SECTION 14. AUTHORITY OF MUNICIPALITY TO EXECUTE

14.1 The Municipality has authorized execution of this Agreement by (Ordinance or Resolution) No. 19-2016 and KRS 84A.130 which is attached hereto and made a part hereof as Appendix C.

CONFIDENTIAL

IN WITNESS HEREOF, the Parties execute this Agreement on this 1st day of SEPTEMBER 2016 (Date of last execution hereunder).

CITY OF BEREA, KENTUCKY

By: [Signature]
(Title) Mayor, ~~City of~~ Berea

Date: 9-1-2016

APPROVED AS TO FORM:

By: [Signature]
City Attorney

Date: 9.1.2016

AMERICAN MUNICIPAL POWER, INC.

By: [Signature]
Marc S. Gerken, P.E.
President/CEO

Date: 9/1/16

APPROVED AS TO FORM:

By: [Signature]
John W. Bentine
Senior Vice President/General Counsel

Date: 9/1/16

MUNICIPAL ENERGY SERVICES AGENCY

By: [Signature]
Marc S. Gerken, P.E.,
AMP President as Agent for MESA

Date: 9/1/16

AMPO, INC.

By: [Signature]
Marc S. Gerken, P.E.
President

Date: 9/1/16

SECTION 1 – DEFINITIONS – Unless otherwise specifically noted therein, these definitions apply to the Agreement, Schedules and subsequent agreements executed by the Parties.

- 1.1. "Affiliated Entity" means, respectively, MESA and AMPO, Inc.
- 1.2. "Agreement" means the Master Services Agreement of which this Appendix A is a part and any Schedules executed by Parties hereunder.
- 1.3. "Buyer" means the Party obligated to purchase the Product or Service.
- 1.4. "Business Day" means any day except a Saturday, Sunday, or a Federal Reserve Bank Holiday. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. eastern standard time (EST) or eastern daylight time (EDT) as the case may be in Columbus, Ohio.
- 1.5. "Commercially Reasonable Manner" means how a Buyer and Seller would act in purchasing a Product or Service in an arms length transaction given the market conditions as they exist at the time of the purchase.
- 1.6. "Delivery Point" means the point or points at which the Product will be delivered and made available for receipt, as specified in any Schedule.
- 1.7. "Early Termination Date" shall have the meaning set forth in Section 8.2 of the Agreement.
- 1.8. "Effective Date" shall mean, except as otherwise provided in a Schedule or subsequent agreement, the first date when the Agreement shall have been duly executed by all Parties.
- 1.9. "Force Majeure" means an event or circumstance which prevents one Party from performing its obligations under one or more Schedules, which event or circumstance was not anticipated as of the date the Schedule was executed, and which is not in the reasonable control of, or the result of negligence of, the Party claiming Force Majeure, and which by the exercise of due diligence is unable to be overcome or cause to be avoided. Force Majeure shall include, but not be limited to, an act of God, riot, insurrection, war, explosion, labor dispute, necessary and unforeseen maintenance, repairs or replacements, fire, flood, earthquake, storm, lightning, tsunami, backwater caused by flood, explosion, act of the public enemy, terrorism, epidemic, interruption of firm transmission or generation services reasonably relied upon and without a reasonable source of substitution to make deliveries hereunder, civil disturbances, strike, labor disturbances, labor or material shortage, national emergency, restraint by court order or other public authority or governmental agency, actions taken to limit the extent of disturbances on the electric grid 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.
- 1.10. "Member" means a member of AMP.
- 1.11. "Party or Parties" means, as applicable, the parties to this Agreement or a Schedule.

APPENDIX A

1.12. "Product" means electric capacity or energy, or any transmission capacity specified in a Schedule and any service offered by AMP or an Affiliated Entity.

1.13. "Quantity" means the quantity of the Product that Seller agrees to make available, sell and deliver, or cause to be delivered, to Buyer, and that Buyer agrees to purchase, accept, receive, or cause to be accepted or received, from Seller as specified in any Schedule.

1.14. "Requirements Power and Energy" means any Schedule that requires AMP to utilize the personnel and equipment of the AMP Energy Control Center to monitor the Buyer's instantaneous demand in order to have the Schedule's power and energy match as close as possible such demand.

1.15. "Schedule" means a subsequent written agreement, executed by the Applicable Parties, entered into under authority, and pursuant to the terms and conditions, of this Agreement that more particularly sets forth the specific terms and conditions governing the provision, sale or purchase, of a Product or Service or any other transaction entered into hereunder.

1.16. "Schedule for Power Supply" means any supplemental agreement substantially in the form set forth Appendix B that sets forth the specific terms of the exchange of power, including capacity, and/or energy as described in Section 3 of the Agreement.

1.17. "Seller" means the Party to a Schedule that is obligated to sell and deliver, or cause to be delivered, the Product or Service.

1.18. "Services" means the provision of technical, professional, administrative, consultative or managerial services offered or provided by AMP or an Affiliated Entity.

1.19. "Settlement Amount" shall have the meaning set forth in Section 8.2 of the Agreement.

1.20. "Termination Payment" shall have the meaning set forth in Section 8.2 of the Agreement.

**MASTER SERVICES AGREEMENT
POWER SUPPLY SCHEDULE**

MSA _____

This Schedule shall confirm the transaction set forth below agreed upon between the City of Berea, Berea Municipal Utilities (hereinafter "Municipality") and American Municipal Power, Inc. (hereinafter "AMP") regarding the sale/purchase of the Product under the terms and conditions of the Master Service Agreement executed between the Parties and more particularly set forth below.

Seller: _____

Buyer: _____

Product Description

Firmness _____

Transmission Issues _____

Contract Quantity _____

Capacity _____

Energy _____

Contract Price _____

Capacity _____

Energy _____

Service Fee B Included in Price Yes No

Delivery Point _____

Delivery Period _____

Scheduling Requirements _____

Other Terms _____

This Schedule is being entered into pursuant to and in accordance with the Master Services Agreement executed between the Parties on _____ ("Master Services Agreement") and constitutes part of and is subject to the terms and provision of such Agreement. Terms used but not defined herein shall have the meanings ascribed to them in Appendix A of the Master Services Agreement. The official executing on behalf of the Municipality warrants and represents that he/she has the requisite authority to bind the Municipality to this Schedule.

IN WITNESS HEREOF, the Parties affix their respective signatures below executing and authorizing this Schedule.

Signature Block

Note: If the Schedule is authorized by a municipal ordinance and/or an AMP Board of Trustees, note the ordinance or resolution number below the signatures.

COMPLETED

(MUNICIPALITY)
ORDINANCE/RESOLUTION NO. _____
(COPY ATTACHED)

CONFIDENTIAL

RESOLUTION NO. 19 - 16
CITY OF BEREА, KENTUCKY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEREА, KENTUCKY,
AUTHORIZING THE MAYOR TO APPLY FOR MEMBERSHIP IN AMERICAN
MUNICIPAL POWER, INC. (AMP), AND TO NEGOTIATE THE TERMS AND
PROVISIONS OF A MASTER SERVICES AGREEMENT AND A POWER SERVICES
AGREEMENT WITH AMP.

WHEREAS, the City of Bereа owns and operates an electric plant and utility
system for the furnishing of electric service to any user or consumer within and without
the boundaries of the City of Bereа with powers to contract for and acquire wholesale
electric power for the purpose of resale; and

WHEREAS, American Municipal Power, Inc., is a non-profit corporation
engaged in the business of generating, transmitting, purchasing or otherwise providing
low-cost electric power and energy and other technical services for the benefit of its
municipal members which operate municipal electric systems; and

WHEREAS, the City of Bereа desires to become a member of AMP and
desires from time to time to take advantage of the services and benefits available to
the members of said organization such as power supply and other technical services;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bereа,

Kentucky, as follows:

That the Mayor of the City of Bereа, Kentucky, is hereby authorized, directed, and
empowered to make application for membership in American Municipal Power, Inc., and
to negotiate a Master Services Agreement and Power Services Agreement

This Resolution shall take effect immediately upon passage.

CITY OF BEREА, KENTUCKY

APPROVED BY:


Steven Connelly, Mayor

Date: August 16, 2016

ATTEST:

Charly Chasteau
Clerk of the City Council

Date: August 16, 16

Prepared by:

Joseph A. ...
Corporation Counsel

Executive Summary

AMP Contract Number: 2016-003351-MAS

AMP Contract Owner: Mike Migliore

Company Name:	Berea
Delivery/Start Date:	September 2, 2016
Estimated Expenditure:	\$0.00
Estimated Revenue:	\$0.00

Contract Purpose:
Master Services Agreement

Contract Description:
Master Services Agreement

Please Note: Standard MSA with modifications to reference Kentucky – no approval workflow was completed.

Weekly Time
8/29/16 – 9/4/2016

AFEC	2
AMP GT BG Repair	0
AMPGS	8
Cannelton	2
ECC	5.5
Efficiency Smart	.5
EPA 111d	0
General – Regular	7
Greenup	2
Holiday	0
JV1	0
JV2	0
JV4	0
JV5	0
JV6	0
Meldahl	2
MESA	0
OMEA	0
Prairie State	2
RHGS	.5
Sick Leave	0
Smithland	2
Solar	4
TEA	0
Tree Trimming - Adm	.5
Vacation	0
Willow Island	2
Total	40

Weekly Time
8/29/16 – 9/4/2016

AFEC	2
AMP GT BG Repair	0
AMPGS	8
Cannelton	2
ECC	5.5
Efficiency Smart	.5
EPA 111d	0
General – Regular	7
Greenup	2
Holiday	0
JV1	0
JV2	0
JV4	0
JV5	0
JV6	0
Meldahl	2
MESA	0
OMEA	0
Prairie State	2
RHGS	.5
Sick Leave	0
Smithland	2
Solar	4
TEA	0
Tree Trimming - Adm	.5
Vacation	0
Willow Island	2
Total	40

RESOLUTION NO. 19 - 16
CITY OF BEREА, KENTUCKY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEREА, KENTUCKY,
AUTHORIZING THE MAYOR TO APPLY FOR MEMBERSHIP IN AMERICAN
MUNICIPAL POWER, INC. (AMP), AND TO NEGOTIATE THE TERMS AND
PROVISIONS OF A MASTER SERVICES AGREEMENT AND A POWER SERVICES
AGREEMENT WITH AMP.

WHEREAS, the City of Bereа owns and operates an electric plant and utility
system for the furnishing of electric service to any user or consumer within and without
the boundaries of the City of Bereа with powers to contract for and acquire wholesale
electric power for the purpose of resale; and

WHEREAS, American Municipal Power, Inc., is a non-profit corporation
engaged in the business of generating, transmitting, purchasing or otherwise providing
low-cost electric power and energy and other technical services for the benefit of its
municipal members which operate municipal electric systems; and

WHEREAS, the City of Bereа desires to become a member of AMP and
desires from time to time to take advantage of the services and benefits available to
the members of said organization such as power supply and other technical services;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bereа,

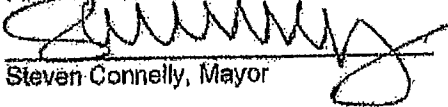
Kentucky, as follows:

That the Mayor of the City of Bereа, Kentucky, is hereby authorized, directed, and
empowered to make application for membership in American Municipal Power, Inc., and
to negotiate a Master Services Agreement and Power Services Agreement

This Resolution shall take effect immediately upon passage.

CITY OF BEREА, KENTUCKY

APPROVED BY:


Steven Connelly, Mayor

Date: August 16, 2016

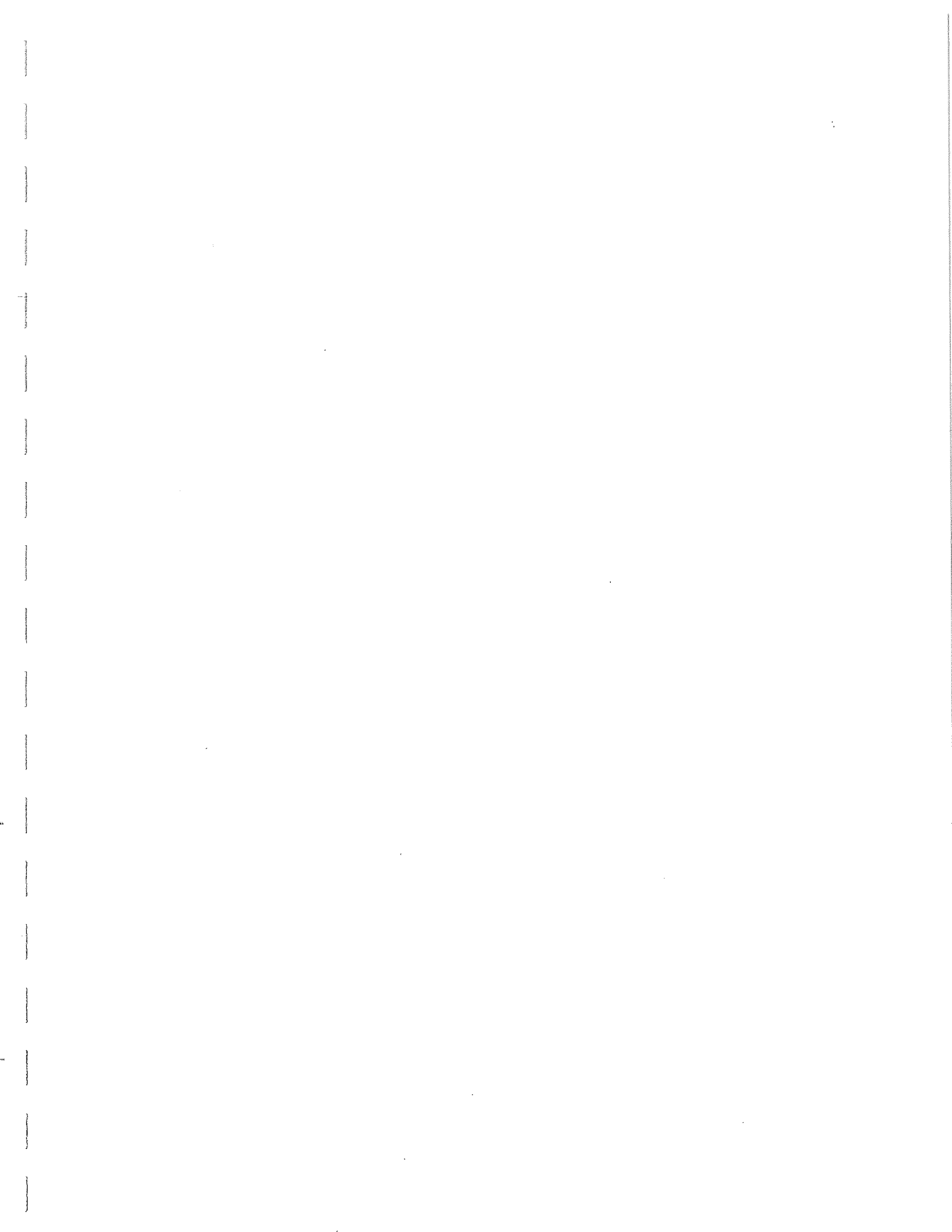
ATTEST:

Charul Chasteen
Clerk of the City Council

Date: Aug 16, 16

Prepared by:

Joseph Lee
Corporation Counsel



CITY OF BERIA, KENTUCKY
2019-2024 FULL REQUIREMENTS ENERGY SUPPLY SCHEDULE
AMP Contract No. 2019-003352-SCHED

A Schedule to
American Municipal Power, Inc.
and
City of Berea, Kentucky
Master Service Agreement No. 2016-003351-MAS

WHEREAS, the City of Berea, Kentucky ("Municipality") and American Municipal Power, Inc. ("AMP") collectively ("Parties") have entered into a Master Service Agreement ("Agreement") under which certain services may be provided under schedules thereto;

WHEREAS, in order to obtain economical electric energy and planning reserves, the Municipality desires to purchase electric energy and planning reserves from AMP or have AMP arrange for the same on behalf of the Municipality; and,

WHEREAS, AMP will negotiate with one or more reputable and financially sound third party power suppliers to enter into an agreement(s) to purchase electric energy for a term beginning on May 1, 2019 and ending no later than April 30, 2024, which will provide an economical source of electric energy (herein "Long Term Energy Purchase(s)") for Municipality.

WHEREAS, AMP will purchase planning reserves for a term beginning on May 1, 2019 and ending no later than April 30, 2024, which will provide an economical source of planning reserves (herein "Long Term Reserve Purchase(s)") for Municipality.

NOW, THEREFORE, in consideration of the conditions, terms and covenants hereinafter contained, the Parties hereto do hereby mutually agree as follows:

ARTICLE I
TERM

SECTION 101 – CONTRACT TERM: Subject to the conditions contained herein,

this Schedule shall be for a term beginning on May 1, 2019 and ending on April 30, 2024.

ARTICLE II
CONTRACT QUANTITIES AND RATE

SECTION 201 - CONTRACT QUANTITIES: For the compensation hereinafter set forth, and pursuant to the terms and conditions contained herein, AMP shall arrange for the delivery of energy to the Municipality. The Municipality shall be invoiced and responsible for paying, and AMP is entitled to receive as compensation, the following:

- A. Actual monthly transmission fees, congestion charges, ancillary services, unforced capacity charges, losses, customer charges, replacement energy, and taxes or other such costs incurred by AMP (if any) to deliver the energy to the Municipality's Delivery Point to the extent not reimbursed through liquidated damages or otherwise;
- B. AMP's Service Fee B, as defined in the Agreement, for all energy sold or arranged for and delivered pursuant to this Schedule, unless the same is paid for under another power supply schedule; and
- C. The contract rates or fees that AMP pays or incurs for each MW or MWh of energy and planning reserves supplied to the Municipality.

The Long Term Energy Purchase(s) anticipated to be executed as a transaction confirmation between AMP and third party power suppliers for the benefit of Municipality will be a full requirements product (subject to final pricing upon execution). Subject to approval by the Municipality's Authorized Representative as set forth in Section 202, the Municipality authorizes AMP to purchase the full requirements energy on behalf of the Municipality with a term beginning on May 1, 2019 and ending no later than April 30, 2024, so long as the third party energy supply contract price for energy purchased under this Schedule (excluding any taxes, transmission costs, replacement energy, losses, congestion costs, security costs or AMP service fees) does not exceed \$45.00 per MWh.

Subject to approval by the Municipality's Authorized Representative as set forth in Section 202, the Municipality authorizes AMP to purchase the Long Term Reserve Purchase(s) on behalf of the Municipality with a term beginning on May 1, 2019 and ending no later than April 30, 2024, so long as the Long Term Reserve Purchase(s) price for reserves purchases under this Schedule (excluding any taxes, transmission costs, or AMP service fees) does not exceed \$1.50 per kilowatt-month ("kW-mo").

SECTION 202 – PROCEDURES FOR POWER SUPPLY ACQUISITION AND SALE: It is understood and anticipated that AMP may throughout the term of this Schedule, enter into energy purchase transaction confirmations or other arrangements on behalf of the Municipality, subject to the approval of Municipality's Authorized Representative, to implement the Long Term Energy Purchase(s) and Long Term Reserve Purchase(s) contemplated in Section 201 of this Schedule. The steps that will be followed in securing such Long Term Energy Purchase(s) and Long Term Reserve Purchase(s) are set forth below.

At the time that AMP recommends that Long Term Energy Purchase(s) or Long Term Reserve Purchase(s) should be finalized, the following shall take place:

1. Authorized personnel of AMP shall confer with the Municipality's Authorized Representative (or his/her designee) on a recorded telephone line or through E-mail, regarding AMP's recommended Long Term Energy Purchase(s) or Long Term Reserve Purchase(s) that meet the requirements of Section 201 prior to executing a transaction confirmation with a power supplier. AMP will provide power supply recommendations to Municipality's Authorized Representative based upon the best market information available to AMP at the time any conferring takes place.

2. If the Municipality's Authorized Representative approves AMP's recommendation and authorizes acquisition of the Long Term Energy Purchase(s) or Long Term Reserve Purchase(s) over a recorded telephone line or through E-mail, then AMP shall acquire the Long Term Energy Purchase(s) or Long Term Reserve Purchase(s) on behalf of the Municipality subject to the effective date and other terms and conditions approved by the Municipality's Authorized

Representative.

3. AMP will enter into a transaction confirmation or other arrangement with the authorized and approved power supplier as soon as reasonably possible after approval is received as set forth above.

4. Once a Purchase is finalized and transaction confirmation executed, AMP will send an acknowledgement of the transaction via email to Municipality's Authorized Representative that contains the commercial terms for Municipality's review and records.

ARTICLE III **DELIVERY POINT**

SECTION 301 – DELIVERY POINTS: The delivery points for electric energy to be delivered hereunder ("Points of Delivery" or "Delivery Points") shall be to the Municipality's two interconnections with Kentucky Utilities Company, or its successor.

ARTICLE IV **GENERAL**

SECTION 401 - FIRMNESS OF SUPPLY: Firmness of supply under this Schedule shall be equal to the firmness provided by the power supply schedules and any transmission service arrangements executed by AMP, which are utilized to provide energy under this Schedule.

AMP's obligations hereunder are specifically dependent upon the performance of the suppliers with whom AMP transacts on behalf of the Municipality or as otherwise agreed to by the Parties. In the event of a non-delivery by a power supplier to AMP of Firm LD energy required to meet Municipality's load under a Long Term Energy Purchase(s) transaction, AMP shall provide replacement energy to Municipality at the price specified in the transaction, and AMP shall be entitled to recover any applicable liquidated damages from the power supplier. In the event of a default of a power supplier (hereinafter "Supplier Default"), AMP shall provide replacement energy to Municipality and Municipality shall pay any cost difference (if any) of the replacement energy (or, if the cost of replacement energy

is less, then Municipality shall pay that lower cost). Should a third party supplier default to such a degree that the agreement by and between that third party supplier and AMP is terminated, AMP shall use its best efforts to execute an alternate energy supply agreement with another supplier, subject to approval by the Municipality's Authorized Representative pursuant to Section 202.

Notwithstanding the foregoing, AMP agrees that it will notify Municipality promptly of any Supplier Default which may result in AMP's purchase of replacement energy for Municipality. AMP also agrees that in an event of a Supplier Default, AMP shall take all appropriate legal action to enforce the terms of AMP's contracts with the defaulting supplier and/or seek appropriate damages from supplier on Municipality's behalf. Municipality is, and shall be, third party beneficiary of such legal action and will be reimbursed or credited by AMP for any net recoveries by AMP against the defaulting supplier attributable to the transaction(s) entered into for the benefit of Municipality.

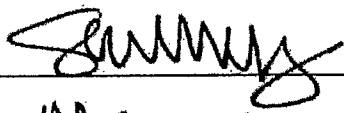
When third parties providing firm transmission service interrupt deliveries from AMP to Municipality, AMP will use commercially reasonable efforts to deliver energy across other parties' transmission systems if interruptions occur from the primary firm transmission provider's system.

All other terms and conditions of the Agreement between AMP and the Municipality that are not consistent with the terms and conditions of this Schedule shall be applicable as if fully repeated herein.

SECTION 402 – AUTHORIZED REPRESENTATIVE: The Municipality's Representative shall be the Mayor or the Mayor's designee until modified by written notice to AMP by the Municipality.

IN WITNESS HEREOF, each of the Parties has caused this Schedule to be duly executed.

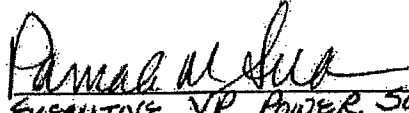
CITY OF BEREA, KENTUCKY

By: 
Title: Mayor
Date: 9-2-2016

APPROVED AS TO FORM:

Legal Counsel

AMERICAN MUNICIPAL POWER, INC.

By: 
Title: EXECUTIVE VP POWER SUPPLY
& GENERATION OPERATIONS
Date: 9/2/2016

APPROVED AS TO FORM:


John W. Bentine
Senior VP / General Counsel

RESOLUTION NO. 19 - 16
CITY OF BEREА, KENTUCKY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEREА, KENTUCKY,
AUTHORIZING THE MAYOR TO APPLY FOR MEMBERSHIP IN AMERICAN
MUNICIPAL POWER, INC. (AMP), AND TO NEGOTIATE THE TERMS AND
PROVISIONS OF A MASTER SERVICES AGREEMENT AND A POWER SERVICES
AGREEMENT WITH AMP.

WHEREAS, the City of Bereа owns and operates an electric plant and utility
system for the furnishing of electric service to any user or consumer within and without
the boundaries of the City of Bereа with powers to contract for and acquire wholesale
electric power for the purpose of resale; and

WHEREAS, American Municipal Power, Inc., is a non-profit corporation
engaged in the business of generating, transmitting, purchasing or otherwise providing
low-cost electric power and energy and other technical services for the benefit of its
municipal members which operate municipal electric systems; and

WHEREAS, the City of Bereа desires to become a member of AMP and
desires from time to time to take advantage of the services and benefits available to
the members of said organization such as power supply and other technical services;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bereа,

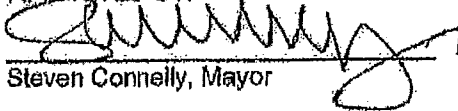
Kentucky, as follows:

That the Mayor of the City of Bereа, Kentucky, is hereby authorized, directed, and
empowered to make application for membership in American Municipal Power, Inc., and
to negotiate a Master Services Agreement and Power Services Agreement

This Resolution shall take effect immediately upon passage.

CITY OF BEREА, KENTUCKY

APPROVED BY:


Steven Connelly, Mayor

Date: August 16, 2016

ATTEST:

Cheryl Chasteen
Clerk of the City Council

Date: Aug 16, 16

Prepared by:

Joseph J. [Signature]
Corporation Counsel



TRANSACTION CONFIRMATION

This transaction is by and between NextEra Energy Power Marketing, LLC ("NEPM") and American Municipal Power ("AMP") (each a "Party" and collectively, the "Parties") and is dated as of September 2, 2016. This Confirmation confirms the terms and conditions of the physical load following energy transaction (the "Transaction") entered into between the Parties on the Trade Date specified below (this "Confirmation"). This Confirmation constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all oral communication and prior writings (except as otherwise provided herein).

The terms of the Transaction are as follows:

Trade Date:	9/2/2016
Buyer:	American Municipal Power, Inc. ("AMP")
Seller:	NextEra Energy Power Marketing, LLC ("NEPM")
Term:	May 01, 2019 to April 30, 2024
Product:	Partial Requirements Energy
City:	Berea, KY (the "City")
Delivery Point:	Indiana Hub
Hourly Load Obligation:	<p>Hourly Load Obligation means the quantities of Energy supplied by AMP and delivered to the City inclusive of all distribution losses and measured as the hourly integrated values recorded by the meters located at the City's Delivery Point. The Hourly Load Obligation shall be scheduled to the nearest thousandth of a MW (0.001 MW).</p> <p>During the Term, the City shall not voluntarily participate in, or otherwise authorize any retail customer to participate in, any form of retail customer choice unless mandated by applicable law. To the extent such a requirement is so mandated, Buyer and/or City shall use commercially reasonable efforts to obtain a waiver or exemption from such requirement for the Term. If such waiver is not obtained, the Parties shall negotiate in good faith to restore the original economic benefits of this Transaction.</p> <p>Buyer shall take all reasonable actions, including adding representations and limitations to separately negotiated agreements between the City and Buyer, to</p>

	<p>ensure that at no time during the Delivery Period shall the City use either a) newly constructed or purchased generation resources (i) each greater than 100kW and/or (ii) greater than 250 kW in the aggregate or b) new power purchase agreements to reduce the Hourly Load Obligation hereunder, except as provided elsewhere in this Agreement.</p> <p>For planning purposes, and to the extent Buyer has knowledge of a new retail customer with peak demand greater than 1.00 MW joining the City, Buyer shall inform Seller as soon as practicable.</p>
<p>Monthly Load MWhs:</p> <p>Contract Price (\$/MWh):</p>	<p>Monthly Load means the sum of Hourly Load Obligation in MWhs for all hours during the applicable month for the City.</p> <p>\$40.51 (fixed for the Term) <i>plus</i> Indiana Day Ahead LMP <i>minus</i> LGEE Day Ahead LMP</p> <p>"Indiana Day Ahead LMP" means, for each Calculation Period, an amount equal to the hourly day-ahead LMP published by the MISO in the Day-Ahead Market LMPs report on its official website currently located at https://www.midwestiso.org/Library/MarketReports/Pages/MarketReports.aspx, or any successor thereto, under the heading name "Indiana" in the column labeled "Node" (as such price may be corrected or revised from time to time by MISO in accordance with its rules).</p> <p>"LGEE Day Ahead LMP" means, for each Calculation Period, an amount equal to the hourly day-ahead LMP published by the MISO in the LMP report on its official website currently located at https://www.misoenergy.org/ria/Consolidated.aspx?format=csv, or any successor thereto, under the row name "LGEE" in the column labeled "DayAheadExPostLMP" (as such price may be corrected or revised from time to time by MISO in accordance with its rules).</p>
<p>True-Up Amount</p>	<p>The True-up Amount for the City's delivery point meter and loss calculation corrections for the City shall mean the sum of the following for each hour in the month: (i) LGEE Day Ahead LMP <i>minus</i> the Contract Price, <i>multiplied by</i> (ii) any reconciled Hourly Load Obligation <i>minus</i> the quantity delivered on the FINSCHED for that City.</p> <p>Seller shall pay to Buyer the True-up Amount if the True-up Amount is positive.</p> <p>Buyer shall pay to Seller the absolute value of the True-Up Amount if the True-up Amount is negative.</p>
<p>Monthly Settlement</p>	<p>For each month during the Term, Buyer shall pay Seller an aggregate amount of the sum of the Contract Price <i>multiplied by</i> Monthly Load (the "Base Monthly Settlement Amount").</p> <p>For the avoidance of doubt, if the True-up Amount is owed from the Buyer to the Seller, then the absolute value of the True-up Amount shall be added to the</p>

	Base Monthly Settlement Amount.
Scheduling:	<p>During the Term, Energy shall be delivered from Seller to Buyer as follows:</p> <p>Buyer shall submit a FIN SCHED to MISO indicating that Seller is transferring to Buyer the Day Ahead FIN SCHED Hourly Energy Quantity at the Indiana Day Ahead LMP. The source and the sink under this FIN SCHED shall each be the Delivery Point. Buyer shall provide Seller notice of its submittal by e-mail or other mutually agreeable form. Each Party shall be responsible for their respective FINSCHED administrative and tariff-based fees.</p> <p>Buyer shall submit the FIN SCHED by the deadline established by MISO for submitting such FIN SCHED.</p> <p>Definitions: “Day Ahead FIN SCHED Hourly Energy Quantity” means a quantity of energy equal to the Load Forecast for the applicable hour.</p> <p>“FIN SCHED” means the form of electronic contract submittal, as defined by the Market Rules priced at the Contract Price.</p> <p>“Load Forecast” means an hourly forecast of Member’s Hourly Load Obligation on a given day during the Term.</p>
Quantity for Settlement Amount Calculation:	For the purposes of this Partial Requirements Transaction only, the quantities of Energy for the remainder of the Term used to calculate the Settlement Amount in accordance with the terms of the Master Agreement upon the early termination of this Partial Requirements Transaction shall be the average of the sum of the actual Monthly Load quantities for the City from the comparable periods in the prior three years.
Material Change In Law:	If, after the execution of this Confirmation, any governmental authority enacts or imposes a new or amended law, rule, regulation or directive including but not limited to a new or amended law, rule, regulation or directive pertaining to environmental matters (“New Law”) and, as a result of such New Law, Seller incurs additional out-of-pocket costs that materially and adversely affect the economics of Seller under this Agreement (such costs, “Material Adverse Effect Costs”), Seller may, upon at least fifteen (15) days prior written notice to Buyer (such notice, the “Price Adjustment Notice”), pass through such Material Adverse Effect Costs to Buyer as a Contract Price adjustments (\$/MWh).
Significant Change in Buyer Retail Load:	If, after the Trade Date: (i) Buyer experiences, or expects to experience, a Significant Increase in Hourly Load Obligation or (ii) Buyer experiences, or expects to experience, a Significant Decrease in Hourly Load Obligation (such actual or expected Significant Increase or Significant Decrease, a “Significant Load Change”), Buyer shall promptly notify Seller in writing of such Significant Load Change. The Parties agree that if, as a result of such Significant Load Change, Seller’s projected expenses with respect to the provision of Partial Requirements Supply materially increase or decrease, as determined by Seller in a commercially reasonable manner, the Parties shall

	<p>enter into good faith negotiations to amend the terms of this Confirmation to reflect, as closely as possible, the intent and substance of the economic bargain reached by the Parties prior to such Significant Load Change.</p> <p>“Significant Decrease” means any decrease in total Hourly Load Obligation for any 12 consecutive months during Term of more than 10% of the Reference Yearly Load Obligation.</p> <p>“Significant Increase” means any increase in total Hourly Load Obligation for any 12 consecutive months during Term of more than 10% of the Reference Yearly Load Obligation.</p> <p>“Reference Yearly Load Obligation” is the average of the Monthly Load for the 24 Months before the Effective Date times 12.</p>
Governing Terms:	<p>Except as expressly modified herein, this Confirmation supplements, forms part of and shall be governed by the Master Power Purchase and Sale Agreement dated as of October 16, 2008 between NextEra Energy Power Marketing, LLC and American Municipal Power-Ohio, Inc, n/k/a American Municipal Power, Inc., as amended from time to time (“Master Agreement”), which Master Agreement is incorporated herein by reference.</p> <p>All provisions contained in the Master Agreement govern this Confirmation except as expressly modified herein. This Confirmation supersedes any prior oral or written agreement, other than the Master Agreement, between the Parties regarding the subject matter hereof. This Confirmation, together with the Master Agreement, shall constitute the entire agreement between the Parties with respect to the Partial Requirements Transaction described herein. Any inconsistency between any terms of the Master Agreement and any terms of this Confirmation shall be resolved in favor of the terms of this Confirmation for the purposes of this Partial Requirements Transaction.</p>
Market Rules:	<p>Except as otherwise provided herein or in the Master Agreement, all product or market related terms capitalized but not defined herein shall have the meaning given such terms from time to time pursuant to the MISO tariffs, operating procedures, manuals, and related documents, as amended from time to time (or any successor thereto), as applicable (collectively, the “Market Rules”).</p>

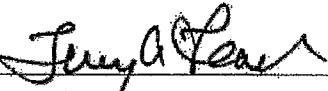
NEPM and AMP execute this Confirmation effective on the Trade Date referenced above.

NextEra Energy Power Marketing, LLC

By: 
Name: Kevin Brown
Trading Risk Analyst
561-694-3110 (C)
Title: 561-625-7517 (F)

9/2/16

American Municipal Power, Inc.

By: 
Name: TERRY A. LEACH
Title: DIRECTOR RISK OPERATIONS

