

CITY COUNCIL AGENDA

Work Session

December 15, 2025 at 6:00 PM



1) CALL TO ORDER

2) ROLL CALL

3) PUBLIC COMMENT ON AGENDA ITEMS Persons addressing City Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of three (3) minutes. Comments shall address AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion (Item 10) of the meeting agenda. Non-Agenda items shall be addressed during the PUBLIC COMMENT-NON-AGENDA ITEMS (Item 14) portion of the meeting agenda.

4) DISCUSSION ITEMS

A. SOLAR ENERGY PROJECTS

5) PUBLIC COMMENT ON NON-AGENDA ITEMS Persons addressing City Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of two (2) minutes. Comments shall address NON-AGENDA ITEM topics. Public Hearing items shall be addressed during the PUBLIC HEARING portion (Item 10) of the meeting agenda. Agenda items should be addressed during the PUBLIC COMMENT-AGENDA ITEMS (Item 6) portion of the meeting agenda.

6) ADJOURNMENT

MAYOR: Scott Wolfersberger CITY MANAGER: Derek N. Perry
COUNCIL MEMBERS: Theresa Chaney-Huggett, Jacob Gates, James Hackworth,
Andrew Scibbe, Ryan Traver, Ryan Underhill
Training Room, 323 W Michigan Ave, Marshall, MI 49068

**KEARSARGE SOLAR SCHEDULE
RELATED AGREEMENT**

**SUPPLEMENT TO THE KEARSARGE SOLAR SCHEDULE
BY AND BETWEEN
AMERICAN MUNICIPAL POWER, INC.
AND
CITY OF MARSHALL, MICHIGAN
AND ITS AGENT,
MICHIGAN SOUTH CENTRAL POWER AGENCY**

THIS SUPPLEMENT TO THE KEARSARGE SOLAR SCHEDULE (the "Supplement"), dated as of _____, 20__ relates to the Kearsarge Solar Schedule (the "Schedule" and together with this Supplement, the "Contract") regarding the AMP Kearsarge Power Purchase Agreements ("Kearsarge Solar PPAs"), dated as of _____, 20__ and is made and entered into among American Municipal Power, Inc. ("AMP") an Ohio corporation not for profit, on the one hand, and the City of Marshall, Michigan (the "Member") and the Michigan South Central Power Agency (hereinafter "MSCPA"), a public body politic and corporate organized and existing under Act 448, Public Acts of Michigan, 1976, as amended, as agent for the Member, on the other hand.

WITNESSETH:

WHEREAS, AMP and the Member have entered into the Schedule relating to the sale by AMP and the purchase by the Member of power, energy and environmental attributes from the Kearsarge Solar Project ("Project"), and other sources; and

WHEREAS, the Member is a member of MSCPA and coordinates with, and receives all of its power supply needs from, MSCPA; and

WHEREAS, the Member and the Cities of Hillsdale, Coldwater and the Village of Clinton, each of which is a political subdivision of the State of Michigan (the "MSCPA Municipalities"), have established and entered into contracts with MSCPA to allow the MSCPA Municipalities to manage risks and to more economically arrange for the purchase and transmission of reliable power supply; and

WHEREAS, this Supplement to the Schedule is a Related Agreement:

KEARSARGE SOLAR SCHEDULE RELATED AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by and among the parties hereto as follows:

SECTION 1. Definitions and Explanations of Terms. As used herein all capitalized terms not defined herein shall have the meanings ascribed thereto in the Schedule.

SECTION 2. MSCPA as Agent for the Member. This Supplement, and a similar Supplement with the other MSCPA Municipalities, shall be entered into by AMP, each respective MSCPA Municipality and MSCPA, as agent for the MSCPA Municipalities. The Member hereby appoints, for the duration of the term of the Schedule, MSCPA as its agent for purposes of exercising and performing all of its rights, duties and obligations thereunder. In furtherance of the same, MSCPA shall exercise and perform all rights, duties and obligations of the Member under the Schedule, including but not limited to, the right to receive power and energy, the right to designate Points of Delivery and Secondary Points of Delivery, the right to direct AMP with respect to sales of power and energy on behalf of the Member, and the obligation to pay all Service Fees, Rates and Charges and other amounts owing thereunder by the Member. The Schedule is not intended to supersede the provisions of the contractual arrangements between the Member and MSCPA with respect to the obligation of MSCPA to provide, and of the Member to purchase from MSCPA, all of the Member's bulk power needs. In the event AMP fails to receive any payment when due from MSCPA under the Schedule, AMP shall immediately notify MSCPA and the Member of such failure, and shall immediately send an invoice to Member showing its share of any payment which AMP has failed to receive, and Member shall promptly pay, but only from the sources and with the priority specified in the Schedule, such share of the unpaid amounts; provided, however, that neither failure of AMP to send, nor of Member or of MSCPA to receive, such notice or invoice shall relieve Member of its obligation to make any payments required under the Schedule.

KEARSARGE SOLAR SCHEDULE RELATED AGREEMENT

Notwithstanding anything in the preceding paragraph, (i) no amendment to the Schedule be effective without the authorized signature of each of the Member and MSCPA, and (ii) in the event that each of MSCPA and the Member execute and deliver to AMP a Notice of Termination of Agency terminating the agency relationship established hereunder between MSCPA and the Member, thereafter the Member shall exercise and perform, for and on its own behalf, all of its rights, duties and obligations under the Schedule, and MSCPA shall be released from any duties and obligations thereunder.

SECTION 3. Source of Payments by MSCPA. The payment obligations of MSCPA under the Schedule are in accordance with the provisions of the Schedule, and MSCPA's obligations are payable solely from those revenues of its system established for the provision of power and energy to the MSCPA Municipalities, which revenues are paid to MSCPA by the Member and the other MSCPA Municipalities therefor.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to the Kearsarge Solar Schedule to be executed by their proper officers respectively, being thereunto duly authorized, and their respective corporate seals, if any, to be hereto affixed.

AMERICAN MUNICIPAL POWER, INC.

By _____
Jolene M. Thompson
President/CEO

Approved as to form:

Lisa G. McAlister
SVP and General Counsel

CITY OF MARSHALL, MICHIGAN

Title:

**KEARSARGE SOLAR SCHEDULE
RELATED AGREEMENT**

Approved as to form:

City Law Director

MICHIGAN SOUTH CENTRAL POWER AGENCY

Pamala M. Sullivan
Title: General Manager

Approved as to form:
Miller, Canfield, Paddock and Stone, P.L.C., General Counsel

Steven D. Mann

4932-3841-1101, v. 1

**MARSHALL, MICHIGAN
SOLAR ENERGY SCHEDULE TO
AMERICAN MUNICIPAL POWER, INC.
AND
MARSHALL, MICHIGAN**

**MASTER SERVICES AGREEMENT
(AMP CONTRACT NO. C-12-2005-4629)**

WHEREAS, Marshall, Michigan ("Municipality") and American Municipal Power, Inc., ("AMP") have entered into a Master Services Agreement ("MSA") under which certain services may be provided, pursuant to schedules entered into between Municipality and AMP; and

WHEREAS, AMP has negotiated and executed one or more Power Purchase Agreements between AMP and Kearsarge Solar LLC ("Developer") (collectively, the "Kearsarge Solar PPAs") under the terms of which AMP is to purchase and Developer is to supply and sell up to approximately 27.35 MWac of capacity and associated energy from one or more solar generation projects for a period of twenty (20) years located with the MISO footprint and subject to 3 five-year Extended Terms at AMP's option; and

WHEREAS, the Kearsarge Solar PPAs provide, among other things, significant opportunities for the Municipality to receive from AMP reliable, economic, solar-generated renewable, capacity, energy and renewable attributes through this schedule to the MSA (the "Solar Energy Schedule").

SECTION 1 - TERM

The term of this Solar Energy Schedule shall be effective as of the Commercial Operation Date of the Kearsarge Solar PPAs (expected to be 2026/2027) as defined therein and shall thereafter be coterminous with the same, which is a twenty (20) year term; provided, however, that Municipality's obligation to purchase and AMP's obligation to deliver capacity, energy and renewable attributes pursuant to this Solar Energy Schedule are both contingent on Developer's performance pursuant to the Kearsarge Solar PPAs.

SECTION 2 - SERVICES

AMP agrees to procure as Seller, pursuant to (and its obligations hereunder are specifically dependent upon) the Kearsarge Solar PPAs, output up to approximately 27.35 MWac of capacity, associated energy ("MWh"), and renewable attributes for the benefit of the Municipality (the "Contract Amount"). Municipality agrees to take and pay for such capacity, energy and renewable attributes on a *pro rata* basis where and as available pursuant to the Kearsarge Solar PPAs. Such *pro rata* amounts to be determined by multiplying the Municipality's percentage Contract Amount, as set forth on Exhibit B hereto,

times the actual capacity and energy available from time to time under the Kearsarge Solar PPAs.

SECTION 3 - DELIVERY POINTS

The Delivery Points for this Solar Energy Schedule shall be the "Delivery Point" as defined in each Kearsarge Solar PPA - unless the same is modified in writing by the parties. The Delivery Points will be within the MISO footprint. There may also be a Secondary Delivery Point, or Points of Delivery. Municipality may change the Secondary Delivery Point(s) set forth on Exhibit D with AMP's consent, such consent not to be unreasonably withheld, provided that transmission to any modified Secondary Delivery Point shall be pursuant to appropriate Federal Energy Regulatory Commission ("FERC") tariffs at Municipality's expense, including the costs of any/all required ancillary services.

SECTION 4 - SCHEDULING

A. AMP shall cooperate with the Municipality to schedule the capacity and energy to a Delivery Point as directed by the Municipality.

B. Notwithstanding any other provision of this Solar Energy Schedule and the MSA, Municipality shall, when available, take and pay for the solar-generated capacity and energy.

SECTION 5 - DEPENDENCE ON KEARSARGE SOLAR PPAs

Municipality recognizes that AMP's ability to supply solar-generated capacity, energy and renewable attributes under this Solar Energy Schedule is dependent upon AMP's ability to arrange for the same pursuant to the Kearsarge Solar PPAs. Additionally, Municipality recognizes that AMP entered into the Kearsarge Solar PPAs primarily for the benefit of Municipality and the other Members of AMP and that AMP, pursuant to the Kearsarge Solar PPAs, has certain rights as well as certain obligations. Accordingly, Municipality warrants to cooperate with AMP in such a manner as to facilitate AMP's performance of its obligations thereunder and releases AMP from any liability due to Developer's failure to perform.

SECTION 6 - RATES, CHARGES AND BILLING

A. Capacity, energy and Environmental Attributes made available pursuant to this Solar Energy Schedule shall be charged at the base rates specified in the Kearsarge Solar PPAs (such rate to be less than \$80.00/MWh for the Initial Term) for the term of the Kearsarge Solar PPAs as shown on Exhibit A and the costs set forth in Sections 6 (B) and (C) hereof, and the Capacity and Energy Rate Schedules as the same may be modified by AMP from time to time and pursuant to the billing provisions herein and in the MSA;

B. The net of the following costs shall be included as a component of a uniform rate adjustment to be charged hereunder for energy delivered or made available to

Municipality: any ancillary service, congestion and marginal loss charges by MISO or any other applicable Regional Transmission Organization (“RTO”), an appropriate allocation of AMP’s energy control center, metering and other common costs of AMP reasonably allocable to the Solar PPA in the rates set forth on Exhibit A (“Rate Adjustment”). This creates a Project Energy Rate for the Solar Energy Schedule consisting of the charges in Exhibit A as adjusted as set forth in this Section 6 (see Exhibit E – Example Project Energy Rate Calculation). The Municipality shall also be responsible for any additional ancillary service, congestion or marginal loss charges to its Secondary Delivery Point.

C. In addition to the other compensation to be paid to AMP pursuant to this Solar Energy Schedule, Municipality shall also pay the AMP Energy Control Center Charge and the Service Fee B specified in the MSA (currently at a rate of \$0.58/ MWh for Service Fee B).

SECTION 7 – INSTALLED CAPACITY CREDIT

Municipality will receive a pro-rata share of the net available Installed Capacity/RPM credits/charges (if any) from the RTO where the Solar Project is located.

SECTION 8 – RENEWABLE ENERGY CREDITS

All Environmental Attributes available to AMP under the Kearsarge Solar PPAs may be monetized by AMP at Municipality’s direction and credited *pro rata*, to the Municipality. Such *pro rata* amounts to be determined by multiplying the Municipality’s percentage Contract Amount times the actual Environmental Attributes available to AMP from time to time under the Kearsarge Solar PPAs. Alternatively, in the event that Municipality wishes to represent the energy supplied hereunder as “renewable, at the direction of Municipality, AMP may directly credit or retire the Environmental Attributes or like environmental credits.

Municipality’s election of actions to be taken in regard to Municipality’s pro rata share of the Environmental Attributes shall be shown on Exhibit C. Municipality may change its election at any point during the Term by providing written notice to AMP.

CITY OF MARSHALL, MICHIGAN

BY: _____

TITLE: _____

DATE:

APPROVED AS TO FORM:

Municipality’s Legal Counsel

AMERICAN MUNICIPAL POWER, INC.

BY: _____

Jolene M. Thompson
President/CEO

DATE: _____

APPROVED AS TO FORM:

BY: _____
Lisa G. McAlister
SVP and General Counsel

EXHIBIT A

RATE SCHEDULE for SOLAR ENERGY*

Start Date	End Date	Price (\$/MWh)*
Contract Year 1	Contract Year 20	\$80/MWh
Extended Term Contract Year 21	Extended Term Contract Year 25	\$90/MWh
Extended Term Contract Year 26	Extended Term Contract Year 30	\$100/MWh
Extended Term Contract Year 31	Extended Term Contract Year 35	\$110/MWh

*Reflects only those amounts that AMP will pay to Developer. Service fees, or other applicable charges will have to be supplied and added.

EXHIBIT B**Capacity Schedule**

<u>Member</u>	<u>kW</u>	<u>%</u>
Coldwater	14,600	53.4%
Marshall	4,290	15.7%
Hillsdale	8,100	29.6%
Clinton	360	1.3%
Total Amount of Capacity Under Kearsarge Solar PPAs (up to)	Up to 27,350	100%

EXHIBIT C

Environmental Attributes

For the years 20_____ through 20_____, Municipality elects the following actions be taken in regard of the Municipality's pro-rata share of Environmental Attributes available under the Kearsarge Solar PPAs:

_____ Municipality requests that AMP sell Municipality's pro-rata share of Environmental Attributes and return proceeds of sale to Municipality.

_____ Municipality requests that AMP credit Municipality's pro-rata share of Environmental Attributes to Municipality's MISO MRETS account.

EXHIBIT D

SECONDARY DELIVERY POINTS

[TO COME]

EXHIBIT E

EXAMPLE 2025 SOLAR SCHEDULE RATE CALCULATION

2025 Example Rate

Base Energy, Capacity and Environmental Attributes Rate = \$80.00 / MWh

MISO Operating Reserves = \$0.50 / MWh

AMP Energy Control Center Charge = \$0.20/MWh

Service Fee B = \$0.58/ MWh

Final Project Energy Rate (example) - \$81.28 / MWh

4937-1173-8997, v. 2

CITY OF MARSHALL, MICHIGAN
DG MARSHALL MI SOLAR SCHEDULE TO
AMERICAN MUNICIPAL POWER, INC.
AND
CITY OF MARSHALL, MICHIGAN
MASTER SERVICES AGREEMENT (AMP CONTRACT NO. C-12-2005-4629)

WHEREAS, the City of Marshall, Michigan (“Municipality”) and American Municipal Power, Inc., (“AMP”) have entered into a Master Services Agreement (“MSA”) under which certain services may be provided, pursuant to schedules entered into between Municipality and AMP; and

WHEREAS, AMP will enter into a power purchase agreements with DG Marshall MI, LLC (“Developer”) for the purchase of 10.5 megawatts (“MW”) alternating current (“ac”) of solar nameplate capacity, associated energy, and renewable attributes, under the terms of which AMP will purchase and Developer will supply and sell up to 10.5 MWac of capacity, associated energy, and renewable attributes from the DG Marshall MI solar generation projects located in Marshall, Michigan (the “DG Marshall MI Solar Project”) for an initial term of twenty-five (25) years and, potentially, two five-year extension terms; and

WHEREAS, the DG Marshall MI Solar Project PPA contemplates that AMP may prepay a portion of AMP's obligations to purchase energy, capacity and environmental attributes at some point during the term of the PPA and would finance the prepayment on behalf of Municipalities to allow AMP to offer the capacity, energy and environmental attributes derived from the DG Marshall MI Solar Project PPA to Municipalities at an economical price;

WHEREAS, the DG Marshall MI Solar Project PPA provides, among other things, an opportunity for Municipality to receive from AMP reliable, economic, solar-generated capacity, energy and renewable attributes through this schedule to the MSA (the “DG Marshall MI Solar Project Schedule”).

SECTION 1 - TERM

The term of this DG Marshall MI Solar Project Schedule shall be effective as of the Commercial Operation Date, as defined in the DG Marshall MI Solar Project PPA, and shall thereafter be coterminous with the same, for a twenty-five (25) year term (the “Term”); provided, however, that Municipality’s obligation to purchase and AMP’s obligation to deliver capacity, energy and renewable attributes pursuant to this DG Marshall MI Solar Project Schedule are both contingent on Developer’s performance pursuant to the DG Marshall MI Solar Project PPA.

SECTION 2 - SERVICES

AMP agrees to procure as Seller, pursuant to (and its obligations hereunder are specifically dependent upon) the DG Marshall MI Solar Project PPA, output up to approximately 10.5 MWac of capacity, associated energy ("MWh"), and renewable attributes for the benefit of certain of AMP's Members, including Municipality (the "Contract Amount"). Municipality agrees to take and pay for such capacity, energy and renewable attributes on a *pro rata* basis where and as available pursuant to DG Marshall MI Solar Project PPA. Such *pro rata* amounts will be determined by multiplying Municipality's percentage Contract Amount, as set forth on Exhibit B hereto, times the actual capacity, energy and renewable attributes available from time to time under the DG Marshall MI Solar Project PPA (as so determined, Municipality's "Share").

AMP is authorized and requested on behalf of Municipality to evaluate an arrangement whereby AMP may prepay all or a portion of AMP's obligations to purchase energy, capacity and environmental attributes at some point during the term of the DG Marshall MI Solar Project PPA and finance the prepayment on behalf of Municipality through the issuance of bonds in order to achieve additional savings on the capacity, energy and environmental attributes derived from the DG Marshall MI Solar Project PPA that AMP can pass through to Municipality ("Prepay Agreement"). In the event that AMP presents and Municipality directs AMP to enter into a Prepay Agreement, AMP may exercise the Limited Assignment Right in the DG Marshall MI Solar Project PPA, enter into a Prepay Agreement with a third party and finance the cost of any such prepayment amount through issuance of bonds. Upon authorizing AMP to enter into a Prepay Agreement, Municipality agrees to take such actions as are necessary to effectuate the Prepay Agreement and the economic benefit created thereby in a timely manner, which may include, but are not limited to:

- A. Entering into a power sales contract that maintains the respective rights and obligations as set forth herein but also recognizes that in order to enter into a Prepay Agreement and finance the same, AMP must comply with the requirements of each Trust indenture, the DG Marshall MI Solar Project PPA, other related agreements and thus, Municipality agrees that such power sales contract will be made subject to the terms and provisions of each such AMP obligation;
- B. Obtaining all approvals, consents or authorizations of, or registrations or filings with, any governmental or public agency, authority or person required in connection with the execution, delivery and performance of the Prepay Agreement;
- C. Taking such actions as are necessary to enable AMP to issue and maintain bonds as tax exempt obligations to finance the Prepay Agreement, including but not limited to (a) delivering, prior to issuance of any tax exempt obligations, executed certificates relating to the tax requirements applicable to tax exempt obligations, (b) providing to AMP periodic reports after the issuance of any tax exempt obligations regarding the covenants, and (c) represent that at least

- ninety percent (90%) of the energy delivered will be furnished to retail customers located in the service area of Municipality;
- D. Furnishing a legal opinion that Municipality has the full legal right and authority to enter into a power sales contract and carry out its obligations thereunder; and,
 - E. Agreeing that the power sales contract prohibits termination while any financing of prepayment obligations remains outstanding or in a manner that requires AMP to settle any mark-to-market obligations under the DG Marshall MI Solar Project PPA without passing the entire cost of such mark-to-market obligations to Municipality.

AMP's execution of a Prepay Agreement is contingent upon Municipality's completion of all actions required to effectuate the Prepay Agreement.

SECTION 3 - DELIVERY POINTS

The Delivery Point(s) for this DG Marshall MI Solar Project Schedule shall be the "Delivery Point" as defined in the DG Marshall MI Solar Project PPA - unless the same is modified in writing by the parties. There may also be a Secondary Delivery Point, or Points of Delivery. Municipality may change the Secondary Delivery Point(s) set forth on Exhibit D with AMP's consent, such consent not to be unreasonably withheld, provided that transmission to any modified Secondary Delivery Point shall be pursuant to appropriate Federal Energy Regulatory Commission ("FERC") tariffs at Municipality's expense, including the costs of any and all required ancillary services.

SECTION 4 - SCHEDULING

- A. AMP shall cooperate with Municipality to schedule the capacity and energy to a delivery point as directed by the Municipality.
- B. Notwithstanding any other provision of this DG Marshall MI Solar Project Schedule and the MSA, Municipality shall, when available, take and pay for Municipality's Share.

SECTION 5 - DEPENDENCE ON DG MARSHALL MI SOLAR PPA

Municipality recognizes that AMP's ability to supply solar-generated capacity, energy and renewable attributes under this DG Marshall MI Solar Project Schedule is dependent upon AMP's ability to arrange for the same pursuant to the DG Marshall MI Solar Project PPA. Additionally, Municipality recognizes that AMP entered into the DG Marshall MI Solar Project PPA primarily for the benefit of Municipality and the other Members of AMP and that AMP, pursuant to the DG Marshall MI Solar Project PPA, has certain rights as well as certain obligations. Accordingly, Municipality warrants to cooperate with AMP in such a manner as to facilitate AMP's performance of its obligations thereunder and releases AMP from any liability due to Developer's failure to perform.

SECTION 6 - RATES, CHARGES AND BILLING

Municipality shall be charged and billed by AMP, in accordance with Section 7 of the Master Services Agreement, for all costs incurred in providing the energy, capacity and environmental attributes from the DG Marshall MI Solar Project, including the following:

A. Capacity, energy and renewable attributes made available pursuant to this DG Marshall MI Solar Project Schedule shall be: 1) the base rates specified in the DG Marshall MI Solar Project PPA (such rate to be \$70.31/MWh) for the Term, as shown on Exhibit A.

B. The net of the following costs shall be included as a component of a uniform rate adjustment to be charged hereunder for energy delivered or made available to Municipality: any ancillary service, congestion and marginal loss charges by MISO or any other applicable Regional Transmission Organization ("RTO"), an appropriate allocation of metering and other common costs of AMP reasonably allocable to the DG Marshall MI Solar Project Schedule in the rates set forth on Exhibit A ("Rate Adjustment").

C. Municipality shall also be responsible for any additional ancillary service, congestion or marginal loss charges to its Secondary Delivery Point.

D. In addition to the other compensation to be paid to AMP pursuant to this DG Marshall MI Solar Project Schedule, Municipality shall also pay the AMP Energy Control Center Charge and the Service Fee B, as described in the MSA (currently at a rate of \$0.00058/kWh for Service Fee B).

SECTION 7 – RENEWABLE ENERGY CREDITS

All Environmental Attributes available to AMP under the DG Marshall MI Solar Project PPA may be monetized by AMP at Municipality's direction and credited *pro rata*, to the Municipality. Such *pro rata* amounts to be determined by multiplying the Municipality's percentage Contract Amount times the actual Environmental Attributes available to AMP from time to time under the DG Marshall MI Solar Project PPA. Alternatively, in the event that Municipality wishes to represent the energy supplied hereunder as "renewable", at the direction of Municipality, AMP will directly credit or retire the Environmental Attributes or like environmental credits.

Municipality's election of actions to be taken in regard to Municipality's *pro rata* share of the Environmental Attributes shall be shown on Exhibit C. Municipality may change its election at any point during the Term by providing written notice to AMP.

This DG Marshall MI Solar Project Schedule is signed below by each party's authorized representative.

CITY OF MARSHALL, MICHIGAN

BY: _____

TITLE: _____

DATE: _____

APPROVED AS TO FORM:

Municipality's Legal Counsel

AMERICAN MUNICIPAL POWER, INC.

BY: _____

Jolene M. Thompson
President/CEO

DATE: _____

APPROVED AS TO FORM:

BY: _____
Lisa G. McAlister
SVP and General Counsel

EXHIBIT A

RATE SCHEDULE FOR SOLAR ENERGY

DG Marshall MI Solar Project 2025 Example Rate

Base Energy, Capacity and Environmental Attributes Rate = \$70.31 / MWh

MISO Operating Reserves = \$0.75 / MWh

AMP Energy Control Center charge = \$0.75/ MWh

Final Project Energy Rate (example) - \$71.81 / MWh

Service Fee B = \$0.58/ MWh

Interconnection costs attributable to host-side of point of interconnection: TBD

EXHIBIT B**Capacity Schedule**

Member	Contract Amount (in MW)
Clinton, MI	[TBD]
Coldwater, MI	[TBD]
Hillsdale, MI	[TBD]
Marshall, MI	5.750
Total	10.50

EXHIBIT C

Environmental Attributes

For the years 202__ through 20__, Municipality elects the following actions be taken in regard of the Municipality's pro-rata share of Environmental Attributes available under the DG Marshall MI Solar Project PPA:

_____ Municipality requests that AMP sell Municipality's pro-rata share of Environmental Attributes and return proceeds of sale to Municipality.

_____ Municipality requests that AMP credit Municipality's pro-rata share of Environmental Attributes to Municipality's MIRECS account.

CITY OF MARSHALL, MICHIGAN

BY: _____

TITLE: _____

DATE: _____

EXHIBIT D

SECONDARY DELIVERY POINTS

[TO COME]

4854-8946-1695, v. 2

**DG MARSHALL MI SOLAR SCHEDULE
RELATED AGREEMENT**

**SUPPLEMENT TO THE DG MARSHALL MI SOLAR SCHEDULE
BY AND BETWEEN
AMERICAN MUNICIPAL POWER, INC.
AND
CITY OF MARSHALL, MICHIGAN
AND ITS AGENT,
MICHIGAN SOUTH CENTRAL POWER AGENCY**

THIS SUPPLEMENT TO THE DG MARSHALL MI SOLAR SCHEDULE (the “Supplement”), dated as of _____, 2025 relates to the DG Marshall MI Solar Schedule (the “Schedule” and together with this Supplement, the “Contract”) regarding the DG Marshall MI Solar Power Purchase Agreement (“PPA”), dated as of _____, 2025 and is made and entered into among American Municipal Power, Inc. (“AMP”) an Ohio corporation not for profit, on the one hand, and the City of Marshall, Michigan (the “Member”) and the Michigan South Central Power Agency (hereinafter “MSCPA”), a public body politic and corporate organized and existing under Act 448, Public Acts of Michigan, 1976, as amended, as agent for the Member, on the other hand.

WITNESSETH:

WHEREAS, AMP and the Member have entered into the Schedule relating to the sale by AMP and the purchase by the Member of power, energy and environmental attributes from the DG Marshall MI Solar Project (“Project”), and other sources; and

WHEREAS, the Member is a member of MSCPA and coordinates with, and receives all of its power supply needs from, MSCPA; and

WHEREAS, the Member and the Cities of Hillsdale and Coldwater and the Village of Clinton, each of which is a political subdivision of the State of Michigan (the “MSCPA Municipalities”), have established and entered into contracts with MSCPA to allow the MSCPA Municipalities to manage risks and to more economically arrange for the purchase and transmission of reliable power supply; and

DG MARSHALL MI SOLAR SCHEDULE RELATED AGREEMENT

WHEREAS, this Supplement to the Schedule is a Related Agreement:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by and among the parties hereto as follows:

SECTION 1. Definitions and Explanations of Terms. As used herein all capitalized terms not defined herein shall have the meanings ascribed thereto in the Schedule.

SECTION 2. MSCPA as Agent for the Member. This Supplement, and a similar Supplement with the other MSCPA Municipalities, shall be entered into by AMP, each respective MSCPA Municipality and MSCPA, as agent for the MSCPA Municipalities. The Member hereby appoints, for the duration of the term of the Schedule, MSCPA as its agent for purposes of exercising and performing all of its rights, duties and obligations thereunder. In furtherance of the same, MSCPA shall exercise and perform all rights, duties and obligations of the Member under the Schedule, including but not limited to, the right to receive power and energy, the right to designate Points of Delivery and Secondary Points of Delivery, the right to direct AMP with respect to sales of power and energy on behalf of the Member, and the obligation to pay all Service Fees, Rates and Charges and other amounts owing thereunder by the Member. The Schedule is not intended to supersede the provisions of the contractual arrangements between the Member and MSCPA with respect to the obligation of MSCPA to provide, and of the Member to purchase from MSCPA, all of the Member's bulk power needs. In the event AMP fails to receive any payment when due from MSCPA under the Schedule, AMP shall immediately notify MSCPA and the Member of such failure, and shall immediately send an invoice to Member showing its share of any payment which AMP has failed to receive, and Member shall promptly pay, but only from the sources and with the priority specified in the Schedule, such share of the unpaid amounts; provided, however, that neither failure of AMP to send, nor of Member or of MSCPA to receive, such notice or invoice shall relieve Member of its obligation to make any payments required under the Schedule.

**DG MARSHALL MI SOLAR SCHEDULE
RELATED AGREEMENT**

Notwithstanding anything in the preceding paragraph, (i) no amendment to the Schedule be effective without the authorized signature of each of the Member and MSCPA, and (ii) in the event that each of MSCPA and the Member execute and deliver to AMP a Notice of Termination of Agency terminating the agency relationship established hereunder between MSCPA and the Member, thereafter the Member shall exercise and perform, for and on its own behalf, all of its rights, duties and obligations under the Schedule, and MSCPA shall be released from any duties and obligations thereunder.

SECTION 3. Source of Payments by MSCPA. The payment obligations of MSCPA under the Schedule are in accordance with the provisions of the Schedule, and MSCPA's obligations are payable solely from those revenues of its system established for the provision of power and energy to the MSCPA Municipalities, which revenues are paid to MSCPA by the Member and the other MSCPA Municipalities therefor.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to the Kearsarge Solar Schedule to be executed by their proper officers respectively, being thereunto duly authorized, and their respective corporate seals, if any, to be hereto affixed.

AMERICAN MUNICIPAL POWER, INC.

By _____
Jolene M. Thompson
President/CEO

Approved as to form:

Lisa G. McAlister
SVP and General Counsel

**DG MARSHALL MI SOLAR SCHEDULE
RELATED AGREEMENT**

CITY OF MARSHALL, MICHIGAN

Title:

Approved as to form:

By: David M. Revore,
Marshall City Attorney

MICHIGAN SOUTH CENTRAL POWER AGENCY

Pamala M. Sullivan
Title: General Manager

Approved as to form:
Miller, Canfield, Paddock and Stone, P.L.C., General Counsel

Steven D. Mann

4898-3899-3245, v. 1

**CITY OF MARSHALL, MICHIGAN
RESOLUTION NO. 2025-40**

**A RESOLUTION TO APPROVE THE FORM AND AUTHORIZE THE EXECUTION OF
DG MARSHALL MI SOLAR SCHEDULE WITH
AMERICAN MUNICIPAL POWER, INC.
(Pertaining to AMP Contract No. 2024-009980-SCHED)
AND TAKING OF OTHER ACTIONS IN CONNECTION THEREWITH**

Minutes of a regular meeting of the Council of the City of Marshall, held on December 15, 2025 at 7:00 PM.

PRESENT:

ABSENT:

The following preamble and resolution were offered by _____, and supported by _____.

WHEREAS, the City of Marshall, Michigan ("Municipality") owns and operates an electric utility system for the sale of electric capacity and associated energy for the benefit of its customers; and

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

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

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

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

WHEREAS, Municipality has previously entered into a Master Services Agreement with AMP, AMP Contract No. C-12-2005-4629 (the "MSA"), which contemplates that Municipality

may enter into various schedules for the provision of capacity and associated energy and related services from AMP to Municipality; and

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

WHEREAS, in furtherance of this purpose, AMP has entered into a purchase power agreement ("DG Marshall MI Solar PPA") with DG Marshall MI, Inc. (the "Developer") under the terms of which AMP will purchase and Developer will supply and sell up to 10.5 MWac of capacity and associated energy and environmental attributes from the DG Marshall MI solar generation project located in Marshall, Michigan for a period of twenty-five years and, potentially, two five-year extension terms; and

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

WHEREAS, through approval and execution of the DG Marshall MI Solar Schedule authorized below, Members now have the right, but not the obligation, to authorize and request AMP to acquire capacity and energy through the PPA; and

WHEREAS, prior to the adoption of this Resolution No. 2025-40 AMP has (i) informed Municipality of the terms of the DG Marshall MI Solar Schedule; (ii) provided Municipality the opportunity to review the anticipated form of the PPA; and (iii) offered representatives of Municipality the opportunity to ask such questions, review data and reports, conduct inspections and otherwise perform such investigations with respect to, as applicable, the acquisition of capacity and energy and the terms and conditions of the DG Marshall MI Solar Schedule authorized below as Municipality deems necessary or appropriate in connection herewith; and

WHEREAS, Municipality requests and authorizes AMP to explore an arrangement whereby AMP may prepay all or a portion of AMP's obligations to purchase energy, capacity and environmental attributes at some point during the term of the PPA and finance the prepayment on behalf of Municipality through the issuance of bonds by AMP in order to achieve additional savings on the capacity, energy and environmental attributes derived from the PPA that AMP can pass through to Municipality ("Prepay Agreement") subject to the additional requirements set forth in the DG Marshall MI Solar Schedule.

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

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALL, STATE:

SECTION 1. That the DG Marshall MI Solar Schedule between Municipality and AMP, substantially in the form attached hereto or on file with the Clerk, including Exhibits thereto, is approved, and the Authorized Representative of Municipality, identified below, is hereby authorized to execute and deliver the DG Marshall MI Solar Schedule with such changes as the Authorized Representative may approve as neither inconsistent with this Resolution nor materially detrimental to the Municipality, his or her execution of the DG Marshall MI Solar

Schedule to be conclusive evidence of such approval. For purposes of this Resolution, Municipality's Authorized Representative is: City Clerk, Michelle Eubank.

SECTION 2. That the Authorized Representative is hereby authorized to (i) acquire under the DG Marshall MI Solar Schedule, authorized above, a Contract Amount as defined in that Schedule of up to 5750 kW, without bid, and (ii) make any determinations and approvals required thereunder, if any, as the Authorized Representative shall deem necessary and advisable.

SECTION 3. If any section, subsection, paragraph, clause or provision or any part thereof of this Resolution shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Resolution shall be unaffected by such adjudication and all the remaining provisions of this Resolution shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

SECTION 4. That this Resolution shall take effect at the earliest date allowed by law.

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

Resolution declared adopted this 15th day of December 2025.

Michelle Eubank, City Clerk

I, Michelle Eubank, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on MONTH DATE, YEAR and that the said meeting was conducted and that the minutes of the meeting were kept and will be or have been made available.

Michelle Eubank, City Clerk

**INTERCONNECTION AGREEMENT
BETWEEN
THE CITY OF MARSHALL, MICHIGAN
AND
DG MARSHALL MI, LLC**

THIS INTERCONNECTION AGREEMENT (“Agreement”) is made this _____ day of _____, 2025 (“Effective Date”) by and between DG Marshall MI, LLC (“Project Owner”), and the City of Marshall, Michigan, a political subdivision duly organized and existing under and by virtue of the laws of the State of Michigan that owns and operates an electric utility system (“Host”).

WHEREAS American Municipal Power, Inc. (“AMP”) and Project Owner have entered into a Solar Power Purchase Agreement (“Solar PPA”) dated as of [_____];

WHEREAS AMP and Host have entered or will enter into a Solar Schedule (“Solar Schedule”) regarding the Marshall Solar Project dated as of [_____];

WHEREAS Project Owner intends to install and operate or cause to be installed and operated a solar generation facility (the “Solar Facility”) to be built on a site leased to Project Owner, located at the end of Oliver Drive in, Marshall, Michigan (“Site”). The Solar Facility is projected to have a Capacity of approximately 10.5 megawatts (“MW”)(AC); and,

WHEREAS Host and Project Owner desire to enter into this Agreement for the purposes of interconnecting the Solar Facility to the Host’s electric utility system (the “Electric System”) through the Interconnection Facilities (hereinafter defined) in order to enable AMP to make available, or from time to time deliver, electric Capacity, Energy and Environmental Attributes from the Solar Facility into the Host’s Electric System in accordance with this Agreement and the Solar Schedule.

NOW THEREFORE, the Parties agree as follows:

I. Definitions.

The definitions of capitalized terms herein shall be as set forth in the Solar PPA, in addition to those noted below.

A. Applicable Technical Standards shall mean those certain technical requirements and standards applicable to the interconnection of Host to Transmission Facilities, MISO's Governing Documents; and the standards, requirements and guidelines of NERC and each applicable NERC Regional Entity, but only to the extent these standards are applicable to the Solar Facility.

B. Force Majeure shall mean causes beyond the reasonable control of and without the fault or negligence of the party claiming Force Majeure, including but not limited to acts of God, labor unrest (including, but not limited to, slowdowns, picketing, boycotts or strikes), flood, earthquake, storm, fire, lightning, explosion, power failure or power surge, vandalism, theft, the cutting of power, transmission or other lines, wires or cables to the Solar Facility by persons other than Project Owner's employees or contractors, epidemic, war, revolution, riot, civil disturbance, sabotage, change in law or applicable regulation subsequent to the Effective Date which makes it illegal or impossible to perform hereunder and action or inaction by any federal, state or local legislative, executive, administrative judicial agency or body which in any of the foregoing cases, by exercise of due foresight such party could not reasonably have expected to avoid, and which, by the exercise of due diligence, it is unable to overcome.

C. Host shall mean the Host noted above.

D. Incumbent Transmission Owner shall mean the owner of the MISO transmission zone in which the Host is located.

E. Interconnection Facilities shall mean the equipment on both sides of the Point of Interconnection that is presently in place or has been mutually determined is necessary in order to interconnect with and deliver Capacity and Energy from the Solar Facility to Host's Electric System, as set forth in Appendix A hereto. Interconnection Facilities include the additions, modifications, and/or reinforcements to Host's Electric System that Host, in the exercise of its reasonable judgment and consistent with Prudent

Practice, deems necessary to support receipt and subsequent distribution of Capacity and Energy from the Solar Facility.

F. Interconnection and Operating Agreements shall mean any agreements entered into by and between either a Host and the Incumbent Transmission Owner or another Entity on behalf of Host and the Incumbent Transmission Owner to establish the terms and conditions for the interconnection and coordinated operation of Host's electric distribution systems and their use of certain transmission and/or distribution facilities to serve its wholesale load, which are separate from the rates, terms and conditions of transmission service provided by MISO under the Governing Documents.

G. Lease shall mean the Lease Agreement between Project Owner and Host, dated as of _____, for the Site.

H. MISO shall mean the Midcontinent Independent System Operator, Inc.

I. Peak-Shaving shall mean the operation of a generator during a MISO system wide peak or the Transmission Owner's zonal transmission peak.

J. Point of Interconnection shall mean the point at which the Solar Facility interconnects with the facilities of Host as specified in Appendix A.

K. Project Investor means any and all persons or successors in interest thereof (A) lending money, extending credit or providing loan guarantees (whether directly to Project Owner as follows: (i) for the construction, interim or permanent financing or refinancing of the Solar Facility; (ii) for working capital or other ordinary business requirements of the Solar Facility (including the maintenance, repair, replacement or improvement of the Solar Facility); (iii) for any development financing, bridge financing, credit support, credit enhancement or interest rate protection in connection with the Solar Facility; (iv) for any capital improvement or replacement related to the Solar Facility; or (v) for the purchase of the Solar Facility and the related rights from Project Owner; or (B) participating (directly or indirectly) as an equity investor (including a tax equity investor) in the Solar Facility; or (C) any lessor under a lease finance arrangement relating to the Solar Facility.

II. Term and Termination.

A. Term. Subject to the conditions contained herein, this Agreement shall become effective upon execution and shall be coterminous with the term of the Lease, including any successive extensions to the Lease pursuant to its terms, approved by Host in duly enacted Ordinance No. _____ unless terminated earlier for any reason set forth in this Agreement. For the avoidance of doubt, the termination of the Solar PPA shall not result in the termination of this Agreement.

B. Post Termination. In the event of termination of the Solar PPA for reasons other than AMP's exercise of its Purchase Option or a Project Owner Default, at Host's option, Host may either:

Option 1: Negotiate a mutually acceptable amendment to this Agreement with the Project Owner to govern their relationship thereafter; or

Option 2: Permit Project Owner, at Project Owner's cost, to electrically relocate the Solar Facility in front of the meter such that it no longer qualifies for treatment as a behind the meter generating resource. Once the Solar Facility is in front of the meter, Project Owner shall sell the Output into the MISO market or otherwise and shall pay Host a fee equal to the amount of any Capacity-based revenues the Project Owner receives from MISO resulting from the Solar Facility's participation in the MISO market; and (ii) if applicable, enter into an agreement with Project Owner to permit Project Owner to use Host's distribution line to sell power into the MISO Market at no additional cost to Project Owner. Project Owner shall use commercially reasonable efforts to maximize the Capacity-based revenue. Additionally, neither AMP nor Host shall be responsible for any capacity penalty associated with the Solar Facility's performance or otherwise; or

Option 3: Permit Project Owner to maintain the Solar Facility behind Host's meter and Host shall pay Project Owner ninety five percent (95%) of the LMP for the applicable hour at the applicable delivery point for energy that sinks in Host's Electric System.

Additionally, in the case of either Options 2 or 3, Host shall be entitled to fifty percent (50%) of the Environmental Attributes created or available from the Solar

Facility hereunder. The Parties shall cooperate in efforts to maximize the value of the same. Such Environmental Attributes shall be promptly created and transferred to Host or Host's designee consistent with the GATS Operating Rules, if applicable, or otherwise as agreed to by Host and Project Owner. Host and Project Owner shall pay their respective costs, fees and expenses to create and maintain a GATS account for the purpose of delivering and taking delivery, as applicable, of the Environmental Attributes sold under this Agreement.

III. Interconnection Service.

A. Project Owner Responsibilities.

1. Project Owner shall be responsible for all costs of design, construction, installation, operation, and maintenance of the Interconnection Facilities on Project Owner's side (labeled as "NEER Owned") of the Point of Interconnection as set forth in Appendix A. Such design; construction, installation, and maintenance shall be in accordance with Prudent Practice. Project Owner shall be solely responsible for the construction and installation of the Interconnection Facilities on Project Owner's side of the Point of Interconnection.

2. Project Owner shall be responsible for compliance with, and all costs associated with complying with, any and all Applicable Technical Standards to interconnect the Project, including any requirements of the Incumbent Transmission Owner pursuant to any Interconnection and Operating Agreements or other requirements.

3. Project Owner shall provide Host access to Project Owner site and Interconnection Facilities at no cost to Host for the purpose of ensuring safe and reliable operations of Host's Electric System.

4. Project Owner shall be responsible for installing and maintaining compatible metering and communications equipment to accurately account for the Capacity, associated Energy and reactive power made available or delivered to Host's Electric System. Host shall have access to such metering data on a real time basis.

B. Host Responsibilities.

1. Subject to Article III(A)(1) and (2), Host shall be responsible for all costs of design, construction, installation, operation, and maintenance of the

Interconnection Facilities on Host's side (labeled as "Utility Owned") of the Point of Interconnection as set forth in Appendix A. Such design, construction, installation, and maintenance shall be in accordance with Prudent Practice. Host agrees to operate and maintain those Interconnection Facilities in accordance with Prudent Practice.

2. Any Interconnection Facilities listed in Appendix A that are installed on Host's side of the Point of Interconnection shall become the property of Host on the Commercial Operation Date, with Host possessing full and unencumbered title thereto.

3. Host shall timely review and have the right to approve, such approval not to be unreasonably conditioned or withheld, the design, construction and installation of the Interconnection Facilities and the in service date thereof.

4. Host will cooperate in investigating whether or not additions to the Solar Facility, including but not limited to, installations of battery storage, is reasonable, economic and beneficial.

C. Mutual Responsibilities.

1. During the term of this Agreement, each Party shall inform the others of any changes to its respective facilities that might reasonably be expected to affect the operation of the other Party's facilities.

2. Host and Project Owner shall cooperate in good faith in connection with the development, construction, testing, start-up and operation of the Solar Facility.

3. Host and Project Owner shall cooperate in connection with the use of the Solar Facility for Peak Shaving.

D. Terms and Conditions.

1. Continuity of Service. Host may require Project Owner to curtail, interrupt or reduce deliveries of Capacity and Energy if, in the exercise of Host's reasonable judgment exercised in accordance with Prudent Practice, such delivery of Capacity and Energy would have a material adverse impact on the quality of service rendered by Host to its customers by interfering with the safe and reliable operation of Host's Electric System, until the condition has been corrected. Host shall use all reasonable efforts to mitigate the extent and duration of such curtailment, interruption or reduction. Except in the case of an emergency, Host shall give Project Owner reasonable

notice prior to any curtailment, interruption or reduction, the reason for its occurrence and its probable duration.

2. Disconnection. Host shall have the right to disconnect the Interconnection Facilities from Host facilities, if in the exercise of its reasonable judgment exercised in accordance with Prudent Practice, it determines that an emergency exists that is likely to adversely affect or impair the reliability of the Solar Facility or facilities on Host's side of the Point of Interconnection. Host shall reconnect to its Electric System as soon as is practicable consistent with Prudent Practice.

3. Interconnection Equipment Modifications.

a. Host and Project Owner shall pay or be responsible for the cost of any necessary modifications to the Interconnection Facilities consistent with Prudent Practice to maintain interconnection service to the Solar Facility on their respective sides of the Point of Interconnection as set forth in Appendix A.

b. Host and Project Owner shall provide each other with reasonable written prior notice of any additions, modifications and/or reinforcements to the Interconnection Facilities that such party has reasonably determined to be necessary consistent with Prudent Practice.

IV. Operating Committee. Project Owner and the Host shall each appoint one (1) representative to an operating committee (the "Operating Committee") which shall meet, at the reasonable request of either Party, as often as necessary to provide information regarding the operations and obligations hereunder but in no event less than once a year, and to discuss and act upon such other matters as are appropriate and convenient. The Operating Committee shall act only by unanimous agreement and shall keep written minutes of its meetings and actions.

V. Event of Default. Any one (1) or more of the following events shall constitute an event of default hereunder:

A. Any Party's failure to observe or perform or cause to be observed or performed any other term, covenant, agreement under this Agreement, and continuation of this failure for a period of thirty (30) days after any Party's written notice to the others

specifying the nature of such Party's failure, provided, however, that such failure shall not constitute a default if it is curable but cannot with reasonable diligence be cured by such Party within a period of sixty (60) days, provided such Party proceeds to cure the failure with reasonable diligence and in good faith;

B. Project Owner's abandonment of the Solar Facility in accordance with the definition in section 10.01(c) of the Lease; or,

C. The filing of a petition in bankruptcy or insolvency, for reorganization or the appointment of a receiver or trustee of all or a portion of Project Owner's property, by or against Project Owner in any court pursuant to any statute either of the United States or of any state; and Project Owner's failure to secure a dismissal of the petition within one hundred twenty (120) days after its filing.

VI. Compensation. As Host is expected to realize significant benefits from acting as a Host, no additional compensation shall be required hereunder.

VII. Limitations and Other General Provisions.

A. Standard of Care. Each Party to this Agreement shall use its reasonable commercial efforts to provide the services and perform the obligations required to be provided and performed pursuant to this Agreement and shall act at all times in a manner consistent with Prudent Practice.

B. Limitation of Remedies, Liability and Damages. No Party shall have any liability to the other for any costs, damages or liability arising from its failure to provide such services or perform such obligations absent willful and wanton misconduct by such Party. THE PARTIES AGREE 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, SUCH PARTY'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 HEREIN PROVIDED, SUCH

PARTY'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, NO PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, 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, OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. Each Party agrees that it will carry or cause to be carried such insurance as is customary in the electric utility industry to protect it against losses and damages that may arise in connection with the ownership, operation and maintenance of the Solar Facility. Each Party shall **be responsible for its individual** pay all costs and expenses, including reasonable attorneys' fees, related to such Party's failure to comply with the provisions of this Agreement.

C. *Force Majeure.* Neither Host nor Project Owner shall be considered in default under this Agreement if prevented from fulfilling any obligation due to an event of *Force Majeure*. The Party unable to perform shall: (i) notify the other Parties in writing, by telephone or electronic transmission within a reasonable time after the occurrence of the event; (ii) be excused only while such *Force Majeure* event exists; and, (iii) make good faith efforts to expeditiously alleviate such situation. No Party shall be required by the foregoing provisions to settle a strike, lockout or other labor dispute affecting it except when, according to its own best judgment, such a settlement is advisable.

D. *Amendments.* This Agreement may be amended only in writing signed by all Parties hereto.

E. Assignment.

1. With prior notice to the Host and without consent, Project Owner may transfer, assign or sublet this Agreement and its rights and obligations hereunder to an Affiliate of Project Owner.

2. With prior notice to the Host and without consent, Project Owner may transfer, assign or sublet this Agreement and its rights and obligations hereunder as collateral to a Project Investor in connection with debt or tax equity financing or refinancing of the Solar Facility. Host shall provide such consents to collateral assignment or other documents (including estoppel certificates related to a tax equity financing) as may be reasonable requested by Project Owner in connection with the financing or refinancing of the Solar Facility; *provided, however*, that Project Owner shall reimburse Host and AMP, as applicable, for any and all costs or expenses incurred in connection therewith, *and provided further* that the foregoing undertaking shall not obligate Host to materially change any rights or benefits, or materially increase any burdens, liabilities or obligations of Host, under this Interconnection Agreement. .

3. Any other assignments of this Agreement by a Party without the prior express written consent of the non-assigning Parties is prohibited; provided that such consent shall not be unreasonably withheld, conditioned or delayed.

F. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one (1) and the same instrument.

G. Entire Agreement. This Agreement contains the entire agreement between Project Owner and Host with respect to the matters provided herein, and any agreement made after the execution of this Agreement between Project Owner and Host shall be ineffective to change, modify, waive, release, discharge, or terminate this Agreement, in whole or in part, unless that agreement is in writing and signed by the Party against whom enforcement is sought.

H. No Waiver of Breach. The failure of any Party to seek redress for violation of, or to insist on the strict performance of any covenant, agreement, term, provision, or condition of this Agreement shall not constitute a waiver of the covenant, agreement,

term, provision, or condition. The receipt or payment hereunder with knowledge of the breach of any covenant, agreement, term, provision, or condition of this Agreement shall not be deemed a waiver of that breach.

I. No Third Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein. Nothing in this Agreement shall be construed to create any duty, standard of care or liability to any person not a Party to this Agreement.

J. Headings. The section and subsection headings and captions appearing in this Agreement are inserted only as a matter of convenience and shall not be given any legal effect.

K. Severability. If any restriction, covenant or provision of this Agreement shall be adjudged by a court of competent jurisdiction to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Party seeking to enforce such restriction, covenant or provision, the provisions of this Agreement shall be interpreted to carry out to the greatest extent possible the intent of the Parties and to provide to each party a reasonable approximation of the benefits such Party would have received under this Agreement if such restriction, covenant or provision had been enforceable.

L. Parties' Agents Not Liable. No official, employee, or agent of any Party shall be personally liable for any matter arising from or in any way connected to this Agreement.

M. Notices.

All Notices given to Project Owner hereunder shall be directed to:

DG Marshall MI, LLC
c/o NextEra Energy Resources, LLC
700 Universe Boulevard (E5E/JB)
Juno Beach, Florida 33408
Attn: DG Business Management
Phone: 561-304-5299
Email: DL-DG-NEER-BUS-MGT@nexteraenergy.com

With copy to:

NextEra Energy Resources, LLC

700 Universe Boulevard
Juno Beach, Florida 33408
Attn: Vice President and General Counsel
Phone: 561-304-5617
Email: NEER-General-Counsel@nexteraenergy.com

All Notices given to Host hereunder shall be directed to:

City of Marshall, Michigan
City Manager
323 West Michigan, Avenue
Marshall, MI 49068
Office: (269) 558-0329

If to AMP, all such Notices shall be given as specified in the notice provisions of the Solar Schedule.

The Parties shall update the notice addresses and contacts by written notice to the other as appropriate.

N. Governing Law. The terms and provisions of the Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Michigan, **in the state courts located in Calhoun County Michigan.**

O. Limited Obligation. All obligations of the Host under this Agreement are limited obligations of the Host, payable solely from the revenues of the Host's Electric System.

[Remainder of Page Left Blank Intentionally - Signature Page Follows This Page]

* * *

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed.

DG Marshall MI, LLC

CITY OF MARSHALL, MICHIGAN

By: _____

Ryan Coakley
Executive Director

By: _____

Approved as to Form and Attest:

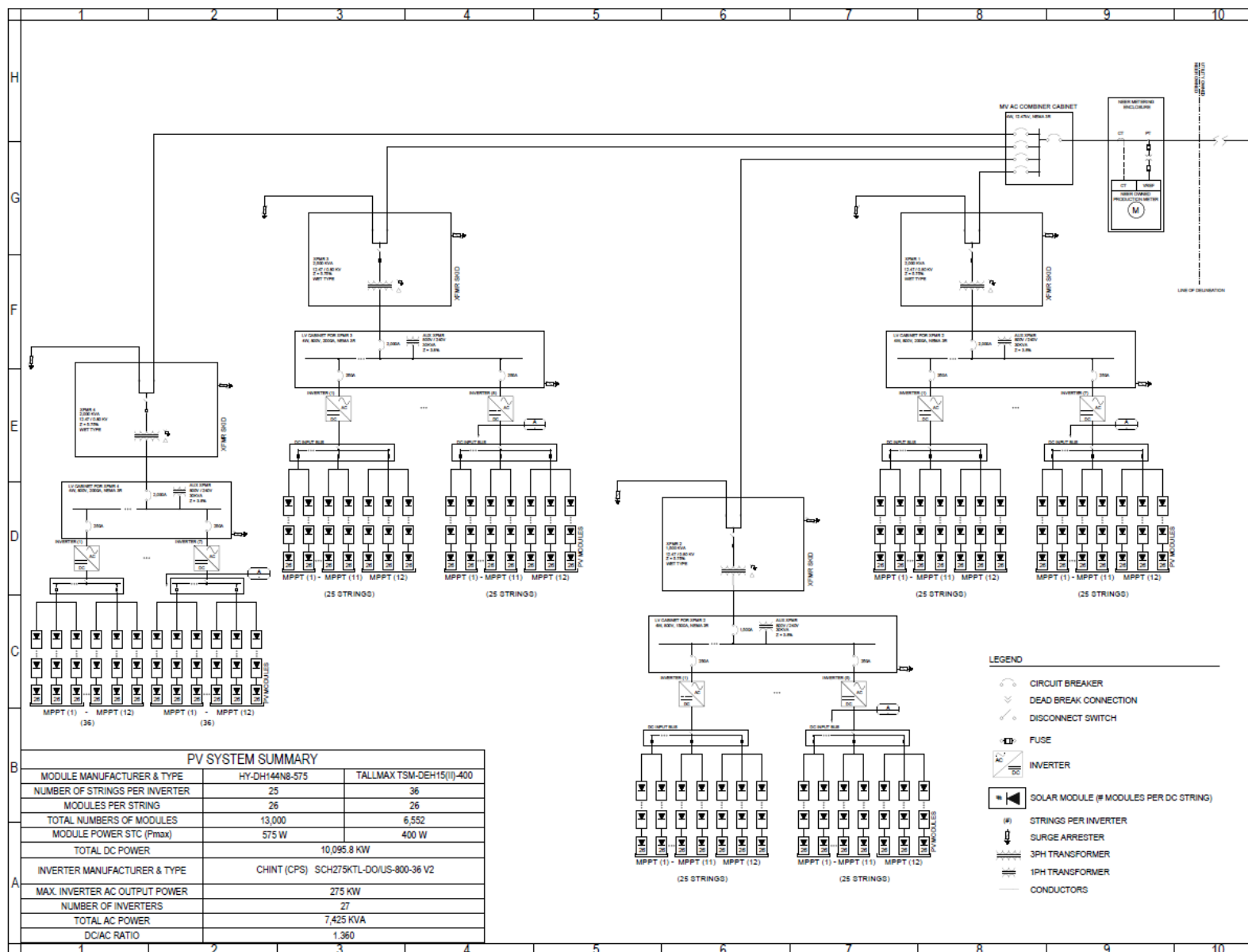
By: David M. Revore,
Marshall City Attorney

INTERCONNECTION FACILITIES**[To Come]**

Project Owner's Interconnection Facilities	[describe facilities]
Host's Interconnection Facilities	[describe facilities]
Network Upgrades	[if applicable, describe here]
Other Distribution Upgrades	[if applicable, describe here]
Relay Coordination Study	[if applicable describe here]
System Operating Procedure	[if applicable, describe here]
Point of Change of Ownership	The Point of Change of Ownership is at the point where the [insert] connects to the [insert] as depicted on page A-1 of Appendix A.
Point of Interconnection	The Point of Interconnection is at the point where the [insert] connects to the [insert] as depicted on page A-1 of Appendix A.

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4927-8607-4160, v. 1



NEXTERA ENERGY RESOURCES

700 UNIVERSE BLVD,
JUNO BEACH, FL
33408

NOT FOR CONSTRUCTION

10% DRAWING

DATE	REV #	DRN BY	MR	SH
03/21/24	2.0	MR	SH	

DESCRIPTION

7425MWAC SAT 38.5%GCR
MODULE UPDATE

MI - AMP - MARSHALL

MARSHALL, MI 49068

SHEET NAME
SINGLE LINE
DIAGRAM

SHEET SIZE
24" X 36"

SHEET NUMBER
E-201