

EXHIBIT B

BARGING PROPOSAL FORM
CARDINAL PLANT

DATE: _____

To: AEP Generation Resources
Attn: Don Hubschman
7850 Sarbury Drive
Dublin, Ohio 43016

Details concerning the offer to provide barges and barging services to transport coal, limestone, urea and gypsum on behalf of Cardinal Power Plant located near Brilliant, Ohio River Milepost 76.6.

1. Barge Company (name and address) and location(s) of facilities:

2. Equipment: (Include number of towboats, barge fleet size by type, age (barges no more than 20 years old) and forecasted additional or replacement equipment).

3. Subcontractors: (For each subcontractor listed, please identify the portion of each movement in which they will participate).

4. Insurance: Shipper (and/or its subsidiaries, associated, or affiliated companies) is to be named additional insured under Barge Company's River Marine coverages as it or their respective interests may appear. The following schedule indicates minimum river marine coverages.

<u>Coverage Types</u>	<u>Coverage Minimum</u>	<u>Bidder's Coverage Amount</u>
Marine Liability (inclusive of Jones's Act)	\$20,000,000	_____
Maritime Employer's Liability	\$20,000,000	_____
Pollution Liability	\$20,000,000	_____
Wharfinger's Liability	\$20,000,000	_____
River Cargo Coverage	\$20,000,000	_____
Hull and Machinery Coverage	Vessel's Actual Cash Value	_____

5. Barge Design and Configuration: Jumbo barges with open tops except as otherwise noted. Fiberglass covered barges are required for all urea shipments. Please be as specific as possible on barge configurations: identify age (no more than 20 years old), size, style, and pertinent particulars, such as: rake or box, type and condition of rigging (permanent or not), winches or ratchets, single/double timberheads, buttons, or kevels, combing heights, and whether or not barges are equipped with cargo box drain holes and slope sheets.

6. Term: 3 – 5 years.

7. Contract: Subject to Shipper's acceptance of Barge Company's proposal, the parties agree to enter into a Coal Barging Agreement which among other customary practices will contain the following provisions:

- Performance guarantees,
- Operational provisions to facilitate efficient unit train to barge transloading and any other efficient utilization of equipment and facilities (Including placement of barges, stand-by and non-stand-by),
- Changes in Law,
- Force Majeure,
- Demurrage,
- Barge Cleaning
- Pumping of visible water from barges prior to dropoff
- Hot Coal,
- Condition of Equipment,
- Equipment placement (dedicated or as available),

- Compliance Certificate to confirm Barge Company's agreement to provide the Government Contractor Compliance,
- Manpower and equipment (boats and barges) requirements and plan,
- Information systems and reporting

8. All Initial Rates per ton (effective July 1, 2021) shall be subject to adjustment not more than once each half-year and commencing no earlier than July 1, 2021. Any fuel charge adjustments should not take place more frequently than once per quarter. The escalation methodology shall be documented and attached to the proposal; and labeled as "Exhibit B". An excel sheet (Cardinal Exhibit B Paragraph 8 Initial Rates.xls) with the Origin-Destination pairs listed below has been provided for the bidder's convenience.

Initial Rates – CARDINAL PLANT – Coal (Open Hopper)

1-Jul-21

<u>Origin</u>	<u>River</u>	<u>Milepost</u>	<u>Initial Rate</u>
Powhatan	Ohio	110.6	
Ireland/McElroy/Marshall Co	Ohio	110.4	
Ohio Co/Shoemaker Dock-Benwood WV	Ohio	94	
Industry Terminal	Ohio	33.2	
CTC Wellsburg	Ohio	74	
Warrenton Terminal	Ohio	81	
Uniontown. KY	Ohio	841-852	
Three Rivers Marine	Monongahela	41.5-61.2	
LaBelle Dock	Monongahela	63.1	
Cumberland/Alisha-Waynesburg, PA	Monongahela	81.2-84	
Tunnel Ridge, WV	Ohio	82.3	
R&F Dock-Bellaire, OH	Ohio	92.8	
Tunnel Ridge	Ohio	82.2-82.4	

Initial Rates – CARDINAL PLANT – Limestone (Open Hopper)

1-Jul-21

<u>Origin</u>	<u>River</u>	<u>Milepost</u>	<u>Initial Rate</u>
Colona Transfer	Ohio	23.5	
Mol-Dock-Leetsdale, PA	Ohio	14.1	
Ceredo Terminal	Ohio	314.6	
Riverside	Ohio	674	

Initial Rates – Northern Urea Terminal (Ohio River MP 92.8)- Urea (Fiberglass Covers)

1-Jul-21

<u>Origin</u>	<u>River</u>	<u>Milepost</u>	<u>Initial Rate</u>
NOLA (Lower Mississippi)	Mississippi	95	

Initial Rates – Warrenton River Terminal (Ohio River MP 81.0)- Urea (Fiberglass Covers)

1-Jul-21

<u>Origin</u>	<u>River</u>	<u>Milepost</u>	<u>Initial Rate</u>
NOLA (Lower Mississippi)	Mississippi	95	

Initial Rates – Mitchell Plant (Ohio River MP 112.3) – Gypsum (Open Hopper)

<u>Origin</u>	<u>River</u>	<u>Milepost</u>	<u>Initial Rate</u>
Cardinal Plant	Ohio	76.6	1-Jul-21

Initial Rates – Watco Terminal-Industry PA (Ohio River MP 33.5) – Gypsum (Open Hopper)

<u>Origin</u>	<u>River</u>	<u>Milepost</u>	<u>Initial Rate</u>
Cardinal Plant	Ohio	76.6	1-Jul-21

Initial Rates – Aliquippa, PA (Ohio River MP 17.1) - Gypsum (Open Hopper)

<u>Origin</u>	<u>River</u>	<u>Milepost</u>	<u>Initial Rate</u>
Cardinal Plant	Ohio	76.6	1-Jul-21

Initial Rates – Silver Grove, OH (Ohio River MP 459) - Gypsum (Open Hopper)

<u>Origin</u>	<u>River</u>	<u>Milepost</u>	<u>Initial Rate</u>
Cardinal Plant	Ohio	76.6	1-Jul-21

Notes: - The Initial Rates should be effective July 1, 2021, subject to adjust as described in proposal for a January 2022 start date

9. Daily Barge Demurrage: (Specify the rate, effective January 1, 2022 for Origins, Destinations, allowable free time and incentives for improved performance).

10. Port Charges: (Identify for each involved Origin the port charges for barge delivery, fleeting and switching that have been included in the individual rate. Such services include and are not limited to costs associated with having towboats “stand by” to provide various services to the plants, costs associated with the towing of equipment, barges and plant harbor vessels to repair facilities, the performing of emergency harbor vessel services, and the service of breaking ice around plant unloading facilities.)

11. Comments:

This is a firm offer to supply barges and barging service and shall be held open by Barge Company for Shipper's acceptance through 4:00 p.m. July 16, 2021. Until Shipper's acceptance hereof which shall be at its sole discretion, this proposal shall not constitute a valid and enforceable agreement, but upon Shipper's acceptance, such proposal shall constitute a valid and enforceable agreement between Shipper and Barge Company.

Proposal submitted by:

(Signature)

(Title)

(Company)