

CITY OF OBERLIN, OHIO

ORDINANCE No. 22-04 AC CMS

AN ORDINANCE APPROVING THE PARTICIPATION IN THE AMERICAN MUNICIPAL POWER RENEWABLE ENERGY CREDITS SALE/PURCHASE PROGRAM AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A PARTICIPATION AGREEMENT ACCORDINGLY AS AN EMERGENCY MEASURE.

WHEREAS, the City of Oberlin, Ohio (“Municipality”) owns and operates an electric utility system for the sale of electric power and associated energy for the benefit of its ratepayers; and

WHEREAS, American Municipal Power, Inc. (“AMP”) is an Ohio nonprofit corporation that functions as a wholesale power supplier and services provider for certain member municipalities, including Municipality, that operate electric systems (“Members”); and

WHEREAS, Municipality owns or has ownership rights to the environmental attributes and/or renewable energy credits (“RECs”) generated by a certified renewable energy generation resource and desires to sell such RECs, and may desire to purchase alternative RECs;

WHEREAS, AMP has authorized commodity traders that manage the AMP REC program, including the purchase and sale of RECs from AMP or Joint Venture renewable energy generation resources; and,

WHEREAS, Municipality desires to participate, and AMP desires for Municipality to participate, in the AMP Member REC Sales/Purchase Program for the purpose of having AMP sell or acquire Municipality’s RECs pursuant on terms and conditions as generally set forth in a participating member agreement between AMP and Municipality (“Participating Member Agreement”), attached hereto.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Oberlin, Lorain County, State of Ohio that:

SECTION 1: The City Manager is hereby authorized and directed to enter into a Participating Member Agreement between AMP and the City to enable the City to participate in the AMP Member REC Sales/Purchase Program, in the form attached hereto as Exhibit A.

SECTION 2: The City Manager is hereby authorized to direct AMP to purchase or sell a specified amount of Participating Member’s RECs at or below a maximum purchase price or at or above a minimum sale price as applicable, as the City Manager shall deem necessary and advisable, in conformance with the pricing and payment provisions of the Participating Member Agreement.

SECTION 3: It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Oberlin, to wit: to maximize the options available to the City in the sale and purchase of renewable energy credits without delay and provided that it is elevated to emergency status by the affirmative vote of at least five (5) members of council and receives the affirmative vote of at least five (5) members of council upon final passage, it shall go into full force and effect from and immediately after its passage; otherwise, it shall take effect on the earliest date allowed by law.

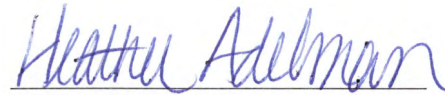
PASSED: 1st Reading: January 18, 2022

2nd Reading: February 7, 2022

3rd Reading: _____

ATTEST:


BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL


HEATHER ADELMAN
PRESIDENT OF COUNCIL

POSTED: 02/08/2022

EFFECTIVE DATE: 02/07/2022

**AMP RENEWABLE ENERGY CREDITS SALE/PURCHASE PROGRAM
MEMBER SCHEDULE
A Schedule to American Municipal Power, Inc.,
and
City of Oberlin, Ohio
Master Services Agreement No. C-11-2005-4444**

This Participating Member Schedule (the "Schedule") between American Municipal Power, Inc. ("AMP") and the City of Oberlin, Ohio (the "Participating Member") has been agreed upon as of February 22, 2022 (the "Effective Date"). This Schedule is a schedule under the Master Services Agreement referenced above ("MSA"), the terms and conditions of which shall apply to all transactions hereunder unless specifically set forth to the contrary herein.

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

Recitals

WHEREAS, Participating Member owns or has ownership rights to the environmental attributes and/or renewable energy credits ("RECs") generated by a certified renewable energy generation resource and desires to sell such RECs, and may desire to purchase alternative RECs;

WHEREAS, AMP has authorized commodity traders that manage the AMP REC program, including the purchase and sale of RECs from AMP or Joint Venture renewable energy generation resources; and

WHEREAS, Participating Member desires to sell or acquire and AMP is willing to sell or acquire such RECs pursuant to this Schedule, on terms and conditions as set forth herein.

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

1. Participating Member Representations and Requirements.

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

1.2 Participating Member attests that it owns or has ownership rights to the RECs that are generated by a renewable energy generating resource that has been certified by the applicable [State/Commonwealth] regulatory authority. Participating Member shall provide AMP with a copy of the certification. Participating Member is responsible for all certification and compliance requirements. AMP shall have no responsibility for or obligation to complete the certification or compliance requirements associated with the RECs.

1.3 Participating Member has its own PJM Generation Attributes Tracking System (GATS) or MidContinent Renewable Energy Tracking System (MRETS) accounts for monthly generation entry.

1.4 Participating Member understands and acknowledges that this Schedule pertains to real time REC sales or purchases for "immediate delivery" whereby the RECs are transferred to AMP within thirty days after they have been generated and the associated REC has been created in the PJM GATS or MISO MRETS systems. AMP will not make forward sales for "future delivery" of RECs.

1.5 Participating Member acknowledges that AMP may sell or purchase RECs only with a counterparty that has executed a Master Services Agreement with AMP, or through the CBL on-line trading platform.

2. **Rates.** The rate shall be calculated as the revenue or cost of the RECs sold or purchased plus AMP Service Fee B (currently \$0.58/MWh), plus the fees, if any, for using the CBL on-line trading platform.

3. **Billing Options for Members.**

3.1 The revenue from any REC sales, minus Service Fee B and any CBL fees, will be reflected as a credit on the Participating Member's monthly AMP invoice. Conversely, the cost of any REC purchases, plus Service Fee B and any CBL fees, will be reflected as a charge on the Participating Member's monthly AMP invoice.

3.2 The revenue from any REC sales, minus Service Fee B and any CBL fees, will be an ACH deposit to the Participating Member's financial institution. Conversely, the cost of any REC purchases, plus Service Fee B and any CBL fees, will be an ACH withdrawal from the Participating Member's financial institution.

3.3 When selling RECs and purchasing RECs in the same transaction, the sales and purchases will be netted and the resulting revenue or charge plus Service Fee B and any CBL fees will be either credited or charged to the Participating Member's monthly AMP invoice or will be an ACH deposit to or a withdrawal from the Participating Member's financial institution.

4. Process.

4.1 Participating Member shall contact AMP's Assistant Vice President of Energy Marketing via email or a recorded phone [jwillman@amppartners.org or 614-540-6419] to request that AMP purchase or sell a specified amount of Participating Member's RECs. The request must include a maximum purchase price or minimum sale price as applicable.

4.2 Participating Member shall provide AMP's Assistant Vice President of Energy Marketing or his designee a certificate from the applicable State regulatory authority that confirms eligibility of Participating Member-owned renewable energy generating resources to generate RECs.

4.3 AMP's Assistant Vice President of Energy Marketing or his designee will purchase or sell Participating Member's RECs through a counterparty or the CBL on-line trading platform or indicate to the Participating Member that the purchase or sale was not possible within the stated parameters.

4.4 AMP's Assistant Vice President of Energy Marketing or his designee will remove the RECs sold or deposit the RECs purchased into Participating Member's GATS or MRETS account consistent with the terms of the transaction.

4.5 After a REC sale or purchase is completed on behalf of the Participating Member, AMP's Assistant Vice President of Energy Marketing or his designee will notify the Participating Member of details of the transaction (volume and sales price) via email.

5. Term and Termination.

5.1 Term. Subject to termination of this Schedule pursuant to the terms set forth herein, the initial term of this Schedule shall commence as of the Effective Date hereof and shall expire on December 31, 2023. After the initial term, this Schedule shall be renewed for additional two-year terms, each subject to termination of this Schedule pursuant to the terms and conditions set forth herein unless a Party notifies the other Party of its desire to not renew this Schedule, at least ten (10) calendar days prior to the end of any term.


5.2 Termination. Prior to the expiration of any term, this Schedule may be terminated by mutual written agreement of the Parties.

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

AMERICAN MUNICIPAL POWER, INC.

CITY OF OBERLIN, OHIO

By:  Pamala M. Sullivan
Pamala M. Sullivan
Chief Operating Officer


By: 
Name: Robert Hillard
Title: City Manager

Date: 02/22/2022

Date: 2/22/2022

Approved as to form:

Approved as to form:

 Lisa H. McAlister
Lisa McAlister
Senior Vice President and General Counsel
for Regulatory Affairs

 Jon D. Clark 2/21/2022
Legal Advisor - Law Director