

**VILLAGE OF YELLOW SPRINGS
RESOLUTION 2024-05**

**APPROVING PARTICIPATION IN THE AMP RENEWABLE ENERGY CREDITS
SALE/PURCHASE PROGRAM**

WHEREAS, the Village of Yellow Springs, Ohio (“Municipality”) owns and operates an electric utility system for the sale of electric power and associated energy for the benefit of its citizens and taxpayers; 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 RESOLVED by Council for the Village of Yellow Springs, Ohio, that:

SECTION 1: The Interim Village Manager is hereby authorized to enter into a Participating Member Agreement between AMP and Municipality to enable Municipality to participate in the AMP Member REC Sales/Purchase Program, substantially in the form as the Participating Member Agreement.

SECTION 2: The Interim Village 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 Interim Village Manager shall deem necessary and advisable, in conformance with the pricing and payment provisions of the Participating Member Agreement.

SECTION 3: That it is found and determined that all formal actions concerning and relating to the passage of this resolution were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

SECTION 4: 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 5: This resolution shall be in full force and effect upon adoption by Council.

Signed: 
Kevin Stokes, Council President

Passed: 1-2-2024

Attest: 
Judy Kintner, Clerk of Council

Roll Call:

Stokes__Y__

Devore Leonard_Y__

Housh_Y__

Brown__Y__

Gustafson__Y__

AMP RENEWABLE ENERGY CREDITS SALE/PURCHASE PROGRAM

MEMBER SCHEDULE

AMP CONTRACT NO. 2023-009719-SCHED

A Schedule to American Municipal Power, Inc.,

and

THE VILLAGE OF YELLOW SPRINGS, OHIO

Master Services Agreement No. C-10-2005-4379

This Participating Member Schedule (the “**Schedule**”) between American Municipal Power, Inc. (“**AMP**”) and the Village of Yellow Springs, Ohio (the “**Participating Member**”) has been agreed upon as of 01-02-, 2024 (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 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), plus the fees, if any, for using the CBL on-line trading platform.

3. **Billing.** 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.

4. **Process.**

4.1 Participating Member shall contact AMP's 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 Vice President of Energy Marketing 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 Vice President of Energy Marketing 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 Vice President of Energy Marketing 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 Vice President of Energy Marketing 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, 2025. 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.

VILLAGE OF YELLOW SPRINGS, OHIO

By: _____
Pamala Sullivan
Chief Operating Officer

By:  _____
Name: JOHNNIE R. BURNS
Title: INTERIM VILLAGE MANAGER

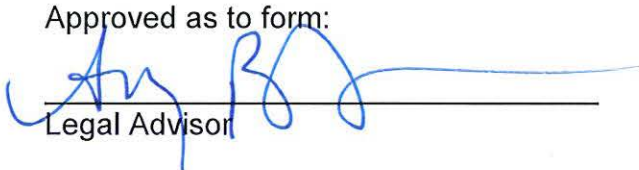
Date: _____

Date: 1-2-24

Approved as to form:

Approved as to form:

Lisa McAlister
Senior Vice President and General Counsel
for Regulatory Affairs

 _____
Legal Advisor