

**VILLAGE OF GEORGETOWN, OHIO**

**RESOLUTION NO. 1129**

**TO APPROVE THE FORM AND AUTHORIZE THE EXECUTION OF  
BROWN COUNTY LANDFILL ENERGY SCHEDULE  
WITH AMERICAN MUNICIPAL POWER, INC.  
AND DECLARING AN EMERGENCY**

WHEREAS, the Village of Georgetown, Ohio, ("Municipality") owns and operates an electric utility system for the sale of electric capacity and associated energy for the benefit of its citizens and taxpayers;

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;

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;

WHEREAS, Municipality has previously entered into a Master Services Agreement with AMP, which sets forth the general terms and conditions for the provision of power supply and other services by AMP to the Municipality;

WHEREAS, AMP and Bio Energy (Ohio III), LLC ("EDI"), have entered into an agreement (the "EDI Landfill Energy Agreement") under the terms of which AMP is to purchase and EDI is to supply and sell up to 4 MW of capacity and associated energy from landfill energy systems at Landfill Facilities in Georgetown, Ohio for a period of fifteen (15) years;

WHEREAS, it is necessary and desirable for Municipality to enter into the Brown County Landfill Energy Schedule to Municipality's Master Services Agreement with AMP to provide for an additional source of capacity and energy;

WHEREAS, AMP has provided and will continue to provide appropriate personnel and information regarding the EDI Landfill Energy Agreement to the Municipality, as such officers and representatives of the Municipality deem necessary or appropriate, to enable the Municipality to evaluate the benefits and risks of the EDI Landfill Energy Agreement, to take actions contemplated by the resolution hereinafter set forth and to determine that the same are in the public interest; and

WHEREAS, after due consideration, the 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 EDI upon those terms and conditions set forth in the EDI Landfill Energy Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF GEORGETOWN, OHIO:

SECTION 1. That the Brown County Landfill Energy Schedule between Municipality and AMP, substantially in the form attached hereto is approved, and the Village Administrator of Municipality is hereby authorized to execute and deliver the Brown County Landfill Energy Schedule with such changes as the Village may approve as neither inconsistent with this Resolution nor materially detrimental to the Municipality, his or her execution of the Brown County Landfill Energy Schedule to be conclusive evidence of such approval.

SECTION 2. That the Village Administrator is hereby authorized to (i) acquire under the Brown County Landfill Energy Schedule, authorized above, a Contract Amount as defined in that Schedule of up to 2,000 kW without bid, and (ii) make any determinations and approvals required thereunder, if any, as the Village Administrator 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.

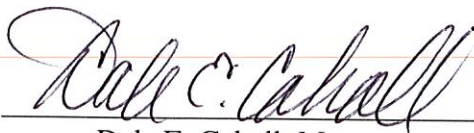
SECTION 4. That this Resolution shall take effect at the earliest date allowed by law.

SECTION 5. That any competitive bidding requirement that the may be associated with this purchase is hereby waived.

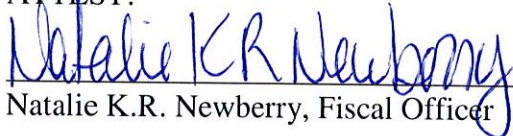
SECTION 6. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in conformance with applicable open meetings laws and that all deliberations of this Council and of any committees that resulted in those formal actions were in compliance with all legal requirements including any applicable open meetings requirements.

SECTION 7. That this Resolution is hereby declared to be an emergency Resolution necessary for the welfare of the inhabitants of the Village of Georgetown and more particularly to insure the orderly affairs of government of the municipality and to provide for the usual daily operation of this municipality and this Resolution shall be in full force and effect immediately upon its passage.

Passed: May 26, 2016

  
Dale E. Cahall, Mayor

ATTEST:

  
Natalie K.R. Newberry, Fiscal Officer

VILLAGE OF GEORGETOWN, OHIO  
BROWN COUNTY LANDFILL ENERGY SCHEDULE  
TO  
AMERICAN MUNICIPAL POWER, INC.  
AND  
VILLAGE OF GEORGETOWN, OHIO

**MASTER SERVICES AGREEMENT (AMP CONTRACT NO. C-1-2013-9504)**

WHEREAS, the Village of Georgetown, Ohio ("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;

WHEREAS, AMP has negotiated and executed a Landfill Energy Power Purchase and Sale Agreement, dated April 13, 2016 between AMP and Bio Energy Ohio (Ohio III), LLC (hereinafter referred to as Energy Developments, Inc., "EDI"), for the purchase of up to 4.8 MW of landfill electric capacity and associated energy (the "EDI PPA") from a landfill electric facility to be located in Georgetown, Ohio ("Landfill Facility"), a copy of which has been made available to the Municipality; and

WHEREAS, the EDI PPA provides, among other things, significant opportunities for the Municipality to receive from AMP reliable, economic, landfill gas, capacity and energy.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein set forth, it is agreed by and between Municipality and AMP as follows:

**SECTION 1 - TERM**

The term of this Brown County Landfill Energy Schedule shall be effective as of March 1, 2017 and shall thereafter be coterminous with the EDI PPA, ending February 29, 2032; provided, however, that Municipality's obligation to purchase and AMP's

obligation to deliver capacity and energy pursuant to this EDI Landfill Energy Schedule are contingent on EDI's performance pursuant to the EDI PPA.

## **SECTION 2 - SERVICES**

AMP agrees to procure as Seller, pursuant to (and its obligations hereunder are specifically dependent upon) the EDI PPA, all output up to 2,000 kilowatts ("kW") of capacity and associated energy ("kWh") for the benefit of the Municipality (the "Contract Amount"). Municipality agrees to take and pay for such capacity and energy on a *pro rata* basis where and as available pursuant to the EDI PPA. Such *pro rata* amounts shall be determined by multiplying the Municipality's percentage Contract Amount, as set forth on Exhibit B hereto, by the actual capacity and energy available pursuant to the EDI PPA.

AMP also agrees to procure as Seller replacement energy for the Municipality such that the Municipality shall receive their Contract Amount of energy on a 7x24 basis. It is agreed that the first amount of energy supplying the Contract Amount shall come from Municipality's *pro rata* share of energy delivered from the EDI Landfill Energy Power Purchase and Sale Agreement.

## **SECTION 3 - DELIVERY POINTS AND SCHEDULING**

The Delivery Point, pursuant to this Brown County Landfill Energy Schedule shall be the Locational Marginal Price ("LMP") point of the Landfill Facility currently located in Duke Energy.

Notwithstanding any other provision of this Brown County Landfill Energy Schedule and the MSA, Municipality shall, when available, take and pay for the landfill capacity and energy and the replacement energy.

## **SECTION 4 - DEPENDENCE ON EDI LANDFILL ENERGY POWER PURCHASE AND SALE AGREEMENT**

Municipality recognizes that AMP's ability to supply landfill capacity and energy under this Brown County Landfill Energy Schedule is dependent upon AMP's ability to arrange for the same pursuant to the EDI PPA. Additionally, Municipality recognizes

that AMP entered into the EDI PPA primarily for the benefit of Municipality and the other Members of AMP and that AMP, pursuant to the EDI 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 EDI's failure to perform.

#### **SECTION 5 - RATES, CHARGES AND BILLING**

A. Capacity and energy made available pursuant to this Brown County Landfill Energy Schedule shall be billed at the base rates specified in the EDI PPA as shown on Exhibit A and as the same may be modified, plus any charges for replacement energy, plus an adder for an appropriate allocation of all costs incurred hereunder, plus the costs set forth in Sections 5(B) and 5(C) hereof. The capacity and energy shall be billed pursuant to the Capacity and Energy Rate Schedule as the same may be modified by AMP from time to time and pursuant to the billing provisions herein and in the MSA; and

B. All transmission costs including ancillary services, energy control center cost, taxes and other charges not otherwise recovered that are incurred to provide and deliver capacity and energy pursuant to this Brown County Landfill Energy Schedule shall be charged and billed to Municipality; and

C. In addition to the other compensation to be paid to AMP pursuant to this Brown County Landfill Energy Schedule, Municipality shall also pay AMP the Service Fee B specified in the MSA.

#### **SECTION 6 – 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 Landfill Facility is located.

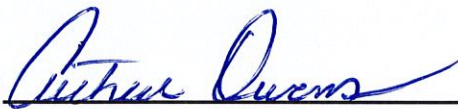
**SECTION 7 – ENVIRONMENTAL CREDITS**

All renewable energy credits or like Environmental Credits (EDI PPA, Section 2.4) available to AMP under the EDI PPA shall be 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 Credits available to AMP from time to time under the EDI PPA.

AMP shall sell the Environmental Credits and provide a payment or credit to Municipality representing Municipality's *pro rata* share of the net proceeds from the sale of the Environmental Credits. In the event that Municipality desires that its *pro rata* share of the Environmental Credits be transferred to Municipality rather than sold, Municipality's shall inform AMP of such election of action by delivery of the form shown on Exhibit C to AMP's Assistant Vice President of Energy Marketing.

VILLAGE OF GEORGETOWN, OHIO

AMERICAN MUNICIPAL POWER, INC.

BY: 

By: \_\_\_\_\_  
Marc S. Gerken, P.E.  
President/CEO

TITLE: Administrative

DATE: 5/26/2016

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

  
Municipality's Legal Counsel

By: \_\_\_\_\_  
John W. Bentine  
General Counsel

**EXHIBIT A**

**RATE SCHEDULE for EDI LANDFILL POWER**

**ENERGY RATE.**

<b>Year</b>	<b>7x24 Effective Rate (with 50% RECs)</b>	<b>Period 1 (On-Peak)</b>	<b>Period 2 (Off-Peak)</b>
2017	\$ 36.87	\$ 54.00	\$ 28.31
2018	\$ 37.64	\$ 55.00	\$ 28.95
2019	\$ 38.42	\$ 56.00	\$ 29.63
2020	\$ 39.22	\$ 57.00	\$ 30.33
2021	\$ 40.05	\$ 58.00	\$ 31.07
2022	\$ 40.88	\$ 59.00	\$ 31.81
2023	\$ 41.72	\$ 60.00	\$ 32.58
2024	\$ 42.59	\$ 61.00	\$ 33.39
2025	\$ 43.47	\$ 62.00	\$ 34.21
2026	\$ 44.38	\$ 63.00	\$ 35.06
2027	\$ 45.30	\$ 64.00	\$ 35.95
2028	\$ 46.24	\$ 65.00	\$ 36.86
2029	\$ 47.19	\$ 66.00	\$ 37.79
2030	\$ 48.16	\$ 67.00	\$ 38.74
2031	\$ 49.16	\$ 68.00	\$ 39.73

**Period 1** shall be the hours between Hour Ending (HE) 1300 Eastern Prevailing Time (EPT) and HE 2000 EPT (8 hours per day) Monday through Sunday (7 days per week).

**Period 2** shall be all hours not included in Period 1.

The Energy Payment rate listed above shall increase each calendar year as shown. The rate increase shall be adjusted on January 1 of each calendar year. The first increase will take place on January 1, 2018.

**CAPACITY RATE.**

\$4.00/kW- month multiplied by the Installed Capacity rating of the Generating Unit as determined by PJM for the current PJM Planning Year. Seller must cooperate with Buyer to schedule planned and maintenance outages in order that the Effective Forced



Outage rating (EFORd) assigned to the Generating Unit is minimized. In the event that the EFORd goes above 20% for a Planning Year, the \$4.00 / kW-mo rate shall be reduced by the percentage difference between the actual EFORd rating and 20%. PJM's Planning Year currently runs from June through May.

Capacity payments will begin on June 1, 2017 and be paid monthly. Capacity price is fixed for the Term. Buyer agrees to pay any Installed Capacity penalties charged by PJM that are attributed to the Landfill Gas Electric Facilities. In the event that any of the PJM penalties are due to Seller's negligence, then Seller shall be responsible for payment of the PJM penalties.

**EXHIBIT B**

**CONTRACT AMOUNT**

	<b>kW</b>	<b>%</b>
Amount Of Total Capacity Under EDI PPA (up to)	4,000	100%
Contract Amount of Municipality's Capacity (up to)	2,000	50.0%

**EXHIBIT C**

For the period \_\_\_\_\_, Municipality requests that AMP credit Municipality's pro-rata share of Environmental Credits available under the EDI PPA to Municipality's account.

**VILLAGE OF GEORGETOWN, OHIO**

BY: 

TITLE: Administrator

DATE: 5-26-2016

Please return to AMP to the attention of Jerry Willman, Assistant Vice President of Energy Marketing at [jwillman@amppartners.org](mailto:jwillman@amppartners.org).