

CITY OF HURON, OHIO

**RESOLUTION NO. 87-2021
INTRODUCED BY JOEL HAGY**

**RESOLUTION AUTHORIZING THE EXECUTION OF THE
2022-2028 ENERGY SUPPLY SCHEDULE
WITH AMERICAN MUNICIPAL POWER, INC. (“AMP”)**

WHEREAS, the City of Huron, Ohio (the “Municipality”) is a political subdivision organized and existing pursuant to the laws of the State of Ohio, which owns and operates an electric utility system for the sale of electric power and associated energy for the benefit of its citizens and taxpayers;

WHEREAS, in order to satisfy the electric energy requirements of its electric utility system, the Municipality has heretofore purchased economical and reliable energy from AMP, an Ohio non-profit corporation, of which the Municipality is a member, or has heretofore purchased energy arranged by AMP;

WHEREAS, the Municipality, acting individually and, along with other municipalities which own and operate electric utility systems, jointly through AMP, endeavors to arrange for reliable, reasonably priced supplies of electric energy for ultimate delivery to its customers;

WHEREAS, Municipality has executed 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 will negotiate with one or more reputable and financially sound third party power suppliers to enter into an agreement(s) to purchase electric energy pursuant to either variable remaining requirements arrangements or block purchases for a term beginning on January 1, 2022 and ending no later than December 31, 2028, which will provide an economical source of electric energy (herein “Long-Term Energy Purchase(s)”) for Municipality;

WHEREAS, AMP, on behalf of the Municipality, desires to purchase from third party supplier(s) and then to resell the energy available from these Long-Term Energy Purchase(s) on a long term basis to Municipality at contract cost (excluding any taxes, transmission costs, replacement energy, losses, congestion costs, security costs, or AMP service fees) not to exceed the up-to price per MWh set forth in the Schedule.

WHEREAS, AMP, has prepared and delivered to the Municipality the form of a 2022-2028 Energy Supply Schedule, pursuant to which the Municipality may purchase energy; and

WHEREAS, AMP has provided and will continue to provide appropriate personnel and information regarding the Long-Term Energy Purchase(s) 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 Long-Term Energy Purchase(s), to take actions contemplated by the resolution hereinafter set forth and to determine that the same are in the public interest.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO.

SECTION 1. That the form of the 2022-2028 Energy Supply Schedule between this Municipality and AMP, substantially in the form attached hereto as Exhibit 1 ("Schedule"), is approved, subject to and with any and all changes provided for herein and therein.

SECTION 2. That the City Manager be authorized to execute the Schedule and to acquire the Municipality's energy from one or more Long-Term Energy Purchase(s), each with a term beginning on January 1, 2022 and ending no later than December 31, 2028, and with a third party contract price (excluding any taxes, transmission costs, replacement energy, losses, congestion costs, security costs, or AMP service fees) not to exceed the up-to price per MWh for purchases set forth in the Schedule, from AMP, and is further authorized to execute and deliver any and all documents necessary to participate in one or more Long-Term Energy Purchase(s), pursuant to the conditions set forth herein and therein.

SECTION 3. That competitive bidding is not required on the Municipality's acquisition of its right to secure energy under the Schedule, and in the event any competitive bidding requirements are applicable, any such competitive bidding requirement that might otherwise be applicable, are hereby waived.

SECTION 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of a quorum of the Council, and that all deliberations of this Council and of any its committees that resulted in such formal action, were held in meetings open to the public, in compliance with all legal requirements.

SECTION 5. If any section, subsection, paragraph, clause or provision or any part thereof of this 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 6. That this Resolution shall take effect at the earliest date allowed by law.

ATTEST: *Terri Weekener*
Clerk of Council

ADOPTED: 14 DEC 2021

Monty Tapp
Monty Tapp, Mayor



CITY OF HURON, OHIO
2022-2028 ENERGY SUPPLY SCHEDULE
AMP Contract No. 2022-007586-ESS

A Schedule to
American Municipal Power, Inc.
and
City of Huron, Ohio
Master Service Agreement No. C-3-2006-5025

WHEREAS, the City of Huron, Ohio (“Municipality”) and American Municipal Power, Inc. (“AMP”) collectively (“Parties”) have entered into a Master Service Agreement (“Agreement”) under which certain services may be provided under schedules thereto;

WHEREAS, in order to obtain economical electric energy, the Municipality desires to purchase electric energy from AMP or have AMP arrange for the same on behalf of the Municipality; and,

WHEREAS, AMP will negotiate with one or more reputable and financially sound third party energy suppliers to enter into an agreement(s) to purchase electric energy pursuant to either variable remaining requirements arrangements or block purchases for a term beginning on January 1, 2022 and ending no later than December 31, 2028, which will provide an economical source of electric energy (herein “Long-Term Energy Purchase(s)”) for Municipality.

NOW, THEREFORE, in consideration of the conditions, terms and covenants hereinafter contained, the Parties hereto do hereby mutually agree as follows:

ARTICLE I
TERM

SECTION 101 – CONTRACT TERM: Subject to the conditions contained herein, this Schedule shall be for a term beginning on January 1, 2022 and ending on December 31, 2028.

ARTICLE II
CONTRACT QUANTITIES AND RATE

SECTION 201 - CONTRACT QUANTITIES: For the compensation hereinafter set forth, and pursuant to the terms and conditions contained herein, AMP shall arrange for the delivery of energy to the Municipality. The Municipality shall be invoiced and responsible for paying, and AMP is entitled to receive as compensation, the following:

- A. Actual monthly transmission fees, congestion charges, ancillary services, unforced capacity charges, losses, customer charges, security costs, replacement energy, and taxes or other such costs incurred by AMP to deliver the energy to the Municipality's Delivery Point;
- B. AMP's Service Fee B, as defined in the Agreement, for all energy sold or arranged for and delivered pursuant to this Schedule, unless the same is paid for under another energy supply schedule; and
- C. The contract rates or fees that AMP pays or incurs for each megawatt ("MW") or megawatt hour ("MWh") of energy supplied to the Municipality.

The Long-Term Energy Purchases anticipated to be executed as a transaction confirmation between AMP and third party energy suppliers for the benefit of Municipality are subject to final pricing upon execution. Municipality authorizes AMP to purchase energy on behalf of Municipality pursuant to either block purchases or a remaining requirements product (subject to final pricing upon execution). Municipality authorizes AMP to purchase the Long-Term Energy Purchase on behalf of Municipality with a term beginning on January 1, 2022 and ending no later than December 31, 2028, so long as the third party energy supply contract price for energy purchased under this Schedule (excluding any taxes, transmission costs, replacement energy, losses, congestion costs, security costs or AMP service fees) does not exceed \$46.00 per MWh and subject to approval by Municipality's Authorized Representative (or his/her designee) using the procedures of Section 202. In the event that block energy is purchased, the blocks that may be purchased are summarized in the table below:

Term	Total Planned Purchase	Description	Days/Week	Hours/Day
1/1/2022 – 12/31/2028	0.10 MW	5X16 Block Purchase	Monday-Friday	16
1/1/2022 – 12/31/2028	0.40 MW	7X24 Block Purchase	Monday-Sunday	24

SECTION 202 – PROCEDURES FOR ENERGY SUPPLY ACQUISITION AND

SALE: It is understood and anticipated that AMP may throughout the term of this Schedule, enter into energy purchase transaction confirmations or other arrangements on behalf of the Municipality, subject to the approval of Municipality's Authorized Representative, to implement the Long-Term Energy Purchases contemplated in Section 201 of this Schedule. The steps that will be followed in securing such Long-Term Energy Purchases are set forth below.

At the time that AMP recommends that a Long-Term Energy Purchase should be finalized, the following shall take place:

1. Authorized personnel of AMP shall confer with the Municipality's Authorized Representative (or his/her designee) on a recorded telephone line or through email, regarding AMP's recommended Long Term Energy Purchases that meet the requirements of Section 201 prior to executing a transaction confirmation with a third-party energy supplier. AMP will provide energy supply recommendations to Municipality's Authorized Representative based upon the best market information available to AMP at the time any conferring takes place.

2. If the Municipality's Authorized Representative approves AMP's recommendation and authorizes acquisition of the Long-Term Energy Purchase over a recorded telephone line or through email, then AMP shall acquire the Long-Term Energy Purchase on behalf of the Municipality subject to the effective date and other terms and conditions approved by the Municipality's Authorized Representative.

3. AMP will enter into a transaction confirmation or other arrangement

with the authorized and approved third-party energy supplier as soon as reasonably possible after approval is received as set forth above.

4. Once a Purchase is finalized and transaction confirmation executed, AMP will send an acknowledgement of the transaction via email to Municipality's Authorized Representative that contains the commercial terms for Municipality's review and records.

ARTICLE III **DELIVERY POINT**

SECTION 301 – DELIVERY POINTS: The delivery point(s) for electric energy to be delivered hereunder ("Point of Delivery" or "Delivery Point") shall be the Municipality's interconnections with PJM, or its successor.

ARTICLE IV **GENERAL**

SECTION 401 - FIRMNESS OF SUPPLY: Firmness of supply under this Schedule shall be equal to the firmness provided by the energy supply schedules and transmission service arrangements executed by AMP, which are utilized to provide energy under this Schedule.

AMP's obligations hereunder are specifically dependent upon the performance of the suppliers with whom AMP transacts on behalf of the Municipality or as otherwise agreed to by the Parties. In the event of default of an energy supplier (hereinafter "Supplier Default"), AMP shall provide replacement energy to Municipality and Municipality shall pay any cost difference (if any) of the replacement energy (or, if the cost of replacement energy is less, then Municipality shall pay that lower cost). Should a third-party energy supplier default to such a degree that the agreement by and between that third-party energy supplier and AMP is terminated, AMP shall use its best efforts to execute an alternate energy supply agreement with another supplier unless otherwise agreed to in writing by Municipality.

Notwithstanding the foregoing, AMP agrees that it will notify Municipality promptly of any Supplier Default that may result in AMP's purchase of replacement energy for

Municipality. AMP also agrees that in an event of a Supplier Default, AMP shall take all appropriate legal action to enforce the terms of AMP's contracts with the defaulting supplier and/or seek appropriate damages from supplier on Municipality's behalf. Municipality is, and shall be, third-party beneficiary of such legal action and will be reimbursed or credited by AMP a *pro rata* share of any net recoveries against the defaulting supplier or Municipality's increased costs occasioned by the Supplier Default, whichever is less.

Municipality specifically acknowledges that although energy made available from the supplies purchased pursuant to this Schedule or otherwise agreed to by the Parties are intended to be the primary source of energy pursuant to this Schedule, AMP may, from time to time, substitute for actual delivery purposes, other energy; provided that such substitute energy be of a similar firmness and reliability as that made available under the third-party energy supplier transaction confirmation(s) and further provided that such substitution does not result in increased costs to Municipality.

When third-parties providing firm transmission service interrupt deliveries from AMP to Municipality, AMP will use commercially reasonable efforts to deliver energy across other parties' transmission systems if interruptions occur from the primary firm transmission provider's system.

All other terms and conditions of the Agreement between AMP and the Municipality that are not consistent with the terms and conditions of this Schedule shall be applicable as if fully repeated herein.

SECTION 402 – AUTHORIZED REPRESENTATIVE: The Municipality's Representative shall be the City Manager or the City Manager's designee until modified by written notice to AMP by the Municipality.

IN WITNESS HEREOF, each of the Parties has caused this Schedule to be duly executed.

CITY OF HURON, OHIO

By:  _____

Title: City Manager

Date: 12/14/2021

APPROVED AS TO FORM:



Legal Counsel

AMERICAN MUNICIPAL POWER, INC.

By: _____

Pamala M. Sullivan
Title: Chief Operating Officer

Date: _____

APPROVED AS TO FORM:

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