

# CITY OF CLAYTON, OHIO

## RESOLUTION NO. R – 08 – 20 – 41

### **A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AMENDMENT NUMBER 5 TO THE AGREEMENT FOR ELECTRIC GENERATION SUPPLY WITH A COMPETITIVE RETAIL ELECTRIC SERVICE PROVIDER**

**WHEREAS**, the City of Clayton is one of 11 municipalities currently participating in the Miami Valley Communications Council (“MVCC”) electric generation supply agreement with DPL Energy Resources, Inc. (“DPLR”) for the provision of electric generation and transmission supply services (collectively referred to as the “Participating Municipalities”); and

**WHEREAS**, in accordance with the Public Utilities Commission of Ohio rules and regulations, the Participating Municipalities have the opportunity to maximize savings on the generation and transmission portion of their electric service costs through the selection of a competitive retail electric service provider; and

**WHEREAS**, the Participating Municipalities desire to seek competitive pricing for a new electric generation and transmission supply service agreement (“Agreement”) for municipal accounts; and

**WHEREAS**, the Participating Municipalities desire to authorize MVCC and its Executive Director to act as procuring agents, along with any consultant utilized by MVCC (collectively, the “Procuring Agents”) to seek competitive pricing for electric generation and transmission supply services; and

**WHEREAS**, the Participating Municipalities desire to authorize their respective City Managers to enter into Amendment No. 5 to the Agreement in substantially the same form as **Exhibit A** appended hereto with the lowest and best competitive supplier after the Procuring Agents have identified and recommended such supplier and said supplier being Interstate Gas Supply, Inc.; and

**WHEREAS**, the City is authorized as a charter municipality to exercise all powers of local self-government.

### **NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CLAYTON, STATE OF OHIO:**

1. The City Manager is hereby authorized to execute Amendment No. 5 to the Agreement in substantially the same form as **Exhibit A** appended hereto and any other necessary documents on behalf of the City for electric generation and transmission supply services with a competitive retail electric service provider as described herein with the supplier of said services being Interstate Gas Supply, Inc. and approving the terms of same as

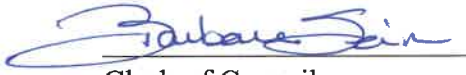
delineated in the attached **Exhibit A**, including approval of the per KWh price specified in the attached **Exhibit A**.

2. It is hereby found and determined that all formal actions of this City Council 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 any committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.
3. That this Resolution shall be in full force and effect at the earliest date allowed by law.

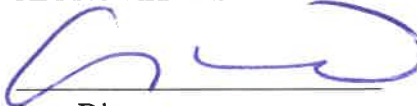
ADOPTED BY COUNCIL ON AUGUST 6, 2020.

AUTHENTICATION:

  
Mayor (Presiding Officer of Council)

  
Clerk of Council

APPROVED AS TO FORM:

  
Law Director

CERTIFICATION OF PUBLICATION

This shall certify that that the text of the above referenced enactment or a summary thereof was published once in the following newspaper and a summary posted in three places of public access as designated by Council.

Name of newspaper

Brookville Star

Date of publication

Aug. 12, 2020

  
CLERK

**GENERATION SUPPLY AGREEMENT**

**AMENDMENT NO. 5**

**Customer:** City of Clayton  
**Supplier:** Interstate Gas Supply, Inc.  
**Effective Date:** 08/01/20

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**Definitions**

“Agreement” means the Generation Supply Agreement dated March 1, 2011 between Customer and DPL Energy Resources, Inc. as modified by any applicable amendments.

**Background**

Customer and Supplier desire to amend the Agreement as of the Effective Date above.

**Agreement**

In consideration of the mutual promises below Customer and Supplier agree to the following:

1. **Term:** Section 3 of the Agreement will be amended as follows:

Service will continue from Customer’s meter reading date in July 2020 through the Customer’s meter reading date in May 2024 (the “Renewal Term”).

2. **Price:** The price for the Renewal Term will be \$0.043870 per kWh. For any capacity planning year for which the Base Residual Auction rate has not been established as of the execution date of this Amendment, Supplier will pass through to Customer any change in capacity cost, positive or negative, resulting from changes to Customer’s capacity rate as assessed by Customer’s EDC or RTO/ISO.

3. **Contract Volumes:** The Contract Volumes on Appendix 2 will be amended as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
83,919	72,555	60,513	52,361	62,755	71,993	79,425	77,380	65,100	55,132	55,047	72,145

For the avoidance of doubt, in the event of any conflict whatsoever between this Amendment (including its Appendix) and the Agreement, then this Amendment will control.

Except as set forth above, nothing else has changed with respect to the Agreement, and all of its provisions remain in full force.

**Each individual signing this Amendment on behalf of a Party below represents that he or she has the full authority and power to sign this Amendment on behalf of that Party.**

**City of Clayton:**

**Interstate Gas Supply, Inc.:**

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name: Pat Keeley  
Title: Director C&I Sales