

ORDINANCE NO. 57-16

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A RENEWAL AGREEMENT FOR ELECTRIC POWER SUPPLY SERVICES AND ELECTRIC ENERGY FOR THE CITY OF ASHLAND, OHIO; AND DECLARING AN EMERGENCY**

Whereas, the existing electric energy supply services and electric energy agreement for the City of Ashland will expire soon; and

Whereas, the electric energy supply market has fluctuated to where it is beneficial for the City of Ashland to take advantage of such fluctuation and lock in such competitive rates; and

Whereas, this Council desire to continue the practice of saving it citizen's resources; and

Whereas, the Council of the City of Ashland desires to authorize the execution of said renewal agreement accepting the conditions and provisions therein; now therefore,

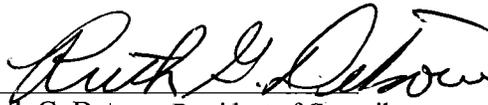
Be It Ordained by the Council of the City of Ashland, State of Ohio, 5 members thereto concurring:

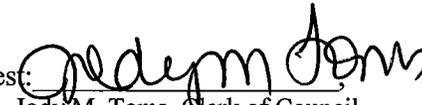
Section 1. That the Mayor be, and is hereby, authorized to enter into an agreement for electric energy supply for electric energy for the City of Ashland, Ohio, a copy of the agreement which is attached hereto and made part hereof, marked "Exhibit A".

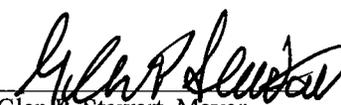
Section 2. That in order to formalize this agreement, at the earliest possible time, this Ordinance is declared to be an emergency measure immediately necessary for the preservation of public peace, property, health, safety and welfare.

Section 3. That this Ordinance shall take effect and be in force from and after its passage by Council and approval pursuant to Section 12 of the Charter of the City of Ashland, Ohio.

Passed June 7th 2016

  
Ruth G. Detrow, President of Council

Attest:   
Jody M. Toms, Clerk of Council

Approved:   
Glen P. Stewart, Mayor

Approved as to form and correctness:

  
Richard P. Wolfe II, Director of Law

Date: June 7th



**BLEND and EXTEND  
 AMENDMENT NO. 1  
 TO CUSTOMER SUPPLY AGREEMENT**

This Amendment No. 1 to the Customer Supply Agreement is entered into on this \_\_\_\_ day of May, 2016 by and between FirstEnergy Solutions Corp., an Ohio corporation with its principal office located in Akron, Ohio (“Supplier”), and City of Ashland, a customer with offices located in Ashland, OH (“Customer”) and is hereby incorporated into the Customer Supply Agreement (“Agreement”) dated 22nd day of October, 2009 (“Effective Date”) and amends Fixed Price Pricing Attachment (“Pricing Attachment”) dated 15th day of November, 2013.

WHEREAS, Customer and Supplier are parties to a Customer Supply Agreement dated 22nd day of October, 2009 and are Parties to a Pricing Attachment dated 15th day of November, 2013;

WHEREAS, the Parties desire to extend the Term of the Agreement for account(s) 08007643380000793155 to an End Month of December, 2021;

WHEREAS, the Parties desire to change the Pricing as of the July, 2016 meter read date.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. The Parties agree that the Pricing Attachment is hereby extended to the End Month of December, 2021.
2. As of the July, 2016 meter read date for account(s) 08007643380000793155 the Enrollment Chart in paragraph 3.0 to the Fixed Price Pricing Attachment will be amended follows:

“3.0 Enrollment Chart:

Service Address	Electric Utility Account Number	Electric Utility	Meter No.	Electric Utility Rate Code	Interval Meter (Yes or No)	*FCM mm/yy	End Month mm/yy	Sample Meter Read Date	Pricing cents / kWh
1630 Cleveland Rd	08007643380000793155	OE	unknown	GT	Yes	03/14	12/21	12/12/2013	4.99

\* First Commencement Month (“FCM”)

3. Unless the applicable Agreement is version 12.15, the following revisions apply. The paragraph below shall replace Paragraph 31 of the Agreement in its entirety. Paragraph 32 of the Agreement is intentionally omitted.

**Effect of Regulatory Action:**

31. In the event that any change in any statute, rule, regulation, order, law, tariff, or operating procedure promulgated or established by any court, governmental authority, utility, Independent System Operator (“ISO”), Regional Transmission Organization (“RTO”) or other service provider, alters to the detriment of Supplier its costs to perform under this Agreement, Supplier may pass through to Customer such costs or revise the pricing under this Agreement to eliminate the impact of such changes. Before any such pass through or price revision, Supplier shall provide notice to Customer of the changes and the date upon which such pass through or revised pricing shall be effective. Customer shall pay the pass through costs or revised price described in such notice, and all other terms and conditions of this Agreement shall remain in full force and effect.

32. Intentionally omitted.

All other terms and conditions of the Agreement shall remain in full force and effect unless specifically stated otherwise herein.

IN WITNESS WHEREOF, both Parties hereto have caused this Amendment to be executed and represent that the persons whose signatures appear below are duly authorized to sign the same.

**FirstEnergy Solutions Corp.**  
**(Both FES Signatures Required)**

**City of Ashland**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FES Contracts  
Administration

\_\_\_\_\_

Date: \_\_\_\_\_