

*fully executed***ORDINANCE NO. 164-17****AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A FIRST AMENDMENT TO THE MASTER AGREEMENT TO PROVIDE SERVICES TO AN AGGREGATED GROUP BETWEEN THE CITY OF MEDINA AND FIRSTENERGY SOLUTIONS CORP.**

WHEREAS: Ordinance No. 147-00, passed August 14, 2000, authorized placing on the November 7, 2000 ballot the question of "Shall the City of Medina have authority to aggregate to retail electric loads located in the City, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt out?"; and

WHEREAS: On November 7, 2000 the voters of the City of Medina approved said question; and

WHEREAS: Ordinance No. 119-10, passed July 12, 2010, authorized the Mayor to enter into a Master Agreement between the City of Medina, Ohio and FirstEnergy Solutions Corp. to provide competitive retail electric service and related administrative services necessary to fulfill the obligations of said Agreement; and

WHEREAS: The Master Agreement will expire in December 2018, and following research by the Service Director of the different licensed suppliers in the State of Ohio, FirstEnergy Solutions, Corp. has been recommended to continue to provide these services.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the Mayor is hereby authorized and directed to enter into a First Amendment to the Master Agreement between the City of Medina, Ohio and FirstEnergy Solutions, Corp. to provide services to an aggregated group between the City of Medina, Ohio and FirstEnergy Solutions Corp.

SEC. 2: That a copy of the First Amendment to the Master Agreement is marked Exhibit A, attached hereto and incorporated herein.

SEC. 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 4: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: November 13, 2017

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: November 14, 2017

SIGNED: Dennis Hanwell
Mayor

**FIRST AMENDMENT
TO THE MASTER AGREEMENT TO PROVIDE
SERVICES TO AN AGGREGATED GROUP
BETWEEN CITY OF MEDINA, MEDINA COUNTY, OHIO
AND
FIRSTENERGY SOLUTIONS CORP.**

ORD. 164-17
Exh. A

This First Amendment ("Amendment") is entered into this 14th day of November, 2017 ("Effective Date"), by and between **City of Medina**, Medina County, Ohio ("City" or "Governmental Aggregator"), an Ohio municipality, and **FirstEnergy Solutions Corp.** ("FES"), an Ohio corporation with its principal place of business at 341 White Pond Drive, Akron, Ohio (collectively, the "Parties").

RECITALS

WHEREAS, FES and City are parties to a certain Master Agreement to Provide Services to an Aggregated Group dated August 16, 2010 ("Agreement");

WHEREAS, the Parties mutually agree to renew the Agreement for the term beginning with December 2018 meter read dates through December 2021 meter read dates ("Renewal Term");

WHEREAS, the Parties mutually agree to amend the Agreement by replacing paragraph 4.2 Additional Costs in its entirety describing the pass through of additional costs imposed by an ISO or a RTO on FES that are not otherwise reimbursed by the EDU to FES or included in the EDU's Price to Compare.

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 hereto agree as follows:

1. During the Renewal Term, Participating Customers shall be billed in accordance with the Pricing provisions contained in the Renewal Term's **First Amendment Attachment A to Master Agreement Between City of Medina, Medina County, Ohio and FirstEnergy Solutions Corp.** November 14, 2017 attached ("Attachment A").
2. The Parties agree to amend the Agreement by replacing paragraph 4.2 Additional Costs in its entirety, as follows:

4.2 Additional Costs. In the event that (1) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the Electric Distribution Utility ("EDU") or takes any other action which affects the Price to Compare ("PTC") or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action; or (2) there is any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, Independent System Operator ("ISO"), Regional Transmission Organization ("RTO") or other service provider, or any change in operating procedure, which alters to the detriment of FES its costs to perform under this Agreement, Participating Customers may receive a notification from FES. This notification will include a description of one or more of the situations described above. FES

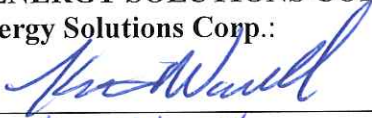
may offer Participating Customers new Terms and Conditions. Participating Customers must indicate affirmative consent to the new Terms and Conditions as specified in the notices. If Participating Customers do not contact FES to accept the new terms, the Participating Customer(s) individual terms and conditions with FES will terminate on the date specified in the notices, and Participating Customer(s) may be returned to the EDU for Retail Electric Service. Alternatively, FES may decide to terminate this Agreement, and Participating Customers will receive at least 30 days' prior written notice of the termination, after which Participating Customers may be returned to the EDU for Retail Electric Service. Whether FES offers Participating Customers new terms or terminates this Agreement under this provision, Participating Customers will not be responsible for the cancellation/termination fee (if any) set forth in the Pricing Attachment. Participating Customers must still pay all FES charges through the date they are returned to their EDU or switched to another CRES provider for service.

3. All other provisions of the original Agreement shall remain unchanged.


IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed as of the Effective Date.

FIRSTENERGY SOLUTIONS CORP.

FirstEnergy Solutions Corp.:

Signed: 
Printed: David Wharwell
Title: VP Commercial Ops
Date: 11/20/17

CITY OF MEDINA, OHIO

Signed: 
Printed: Dennis Hanwell
Title: Mayor
Date: 11-24-17

**First Amendment Attachment A to Master Agreement
Between**

**City of Medina, Medina County, Ohio
and FirstEnergy Solutions Corp.**

November 2017

Pricing and Other Conditions to Retail Generation Service Offer

Renewal Term:

Beginning with December 2018 meter read dates through December 2021 meter read dates.

Renewal Pricing:

Residential:

6% off the Price to Compare

Commercial:

4% off the Price to Compare

EDU:

Ohio Edison

Eligible Rate Codes:

Standard Residential Rate (RS)

General Service Commercial Rate (GS)

National accounts (e.g. McDonald's, BP, Dollar General) as well as any eligible commercial accounts with annual usage over 700,000 must "opt-in" to the program.

Termination Fee:

None

Civic Grant:

FES shall pay a grant to the City in the amount of \$0.0003 per annual kwh delivered/consumed and paid for by Members under the Aggregation Program at the end of each year of the above Term as follows:

Aggregation Program Annual kwh	Grant Payable
December 2018 – December 2019 meter read dates	March 2020
December 2019 – December 2020 meter read dates	March 2021
December 2020 – December 2021 meter read dates	March 2022

Administrative Services:

- Design, print and mail the Opt-out letter to all eligible participants including a sheet of Frequently Asked Questions to provide assistance.
- Administer the Opt-out process including database preparation, handling of opt-out form information, and final enrollment list compilation.
- Provide a call center to handle information calls.
- Prepare the required PUCO reports and on-going certification documents.
- Conduct supplemental opt-out mailings on a periodic basis.