

RESOLUTION NUMBER 2013-53-S&S

A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO SUPPORT THE CONTINUATION OF A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20, OHIO REVISED CODE, DIRECTING THE MUNICIPAL MANAGER TO EXECUTE A SUPPLY AGREEMENT WITH FIRSTENERGY SOLUTIONS CORPORATION TO CONTINUE A ELECTRIC AGGREGATION PROGRAM BEYOND MARCH 2014 WHEN THE CURRENT SUPPLY AGREEMENT ENDS.

WHEREAS, the Ohio Legislature has enacted electric deregulation legislation ("Am. Sub. S.B. No. 3") which authorizes the legislative authorities of Villages to aggregate the retail electrical loads located in the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity, and

WHEREAS, governmental aggregation provides an opportunity for residential and small business customers collectively to participate in the potential benefits of electricity deregulation through lower electric rates which they would not otherwise be able to have individually, and

WHEREAS, this Council finds and determines that it is in the best interest of the Village, its residents, businesses and other electric consumers located within the limits of the Village to continue its Electric Opt-Out Aggregation Program subject to the conditions of an Electric Supply Agreement that will take effect on or about April 1, 2014.

NOW, THEREFORE, Be It Resolved by the Council of the Village of Greenhills, Hamilton County, Ohio.

SECTION 1.

The Municipal Manager is hereby authorized to enter into a Master Services Agreement ("MSA") with FirstEnergy Solutions Corporation, (attached hereto and incorporated herein by reference as Exhibit A) to facilitate the sale and purchase of electricity to consumers in the Village's opt-out program.

SECTION 2.

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 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 all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3.

That this resolution shall be in full force and effect from and after the earliest date allowed by law.

Passed this 3rd day of December, 2013.

Fred Murrell, MAYOR /s/

Kathryn L. Lives, CLERK OF COUNCIL /s/

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

This First Amendment (“Amendment”) is entered into this _____ day of _____, 2013 (“Effective Date”), by and between the signatories to the Master Agreement; Village of Greenhills, Ohio (“Village”), a Village and political subdivision organized and existing under the laws of the State of Ohio and FirstEnergy Solutions Corp. (“FES”), an Ohio corporation with its principal place of business at 341 White Pond Drive, Akron, Ohio (the “Parties”).

RECITALS

WHEREAS, FES and Village of Greenhills are parties to a certain Master Agreement to Provide Services to an Aggregated Group dated January 28, 2011 (“Master Agreement”);

WHEREAS, the Parties have mutually agreed to renew the Agreement for the Term beginning with March 2014 meter read dates through March 2017 meter read dates (“Renewal Term”);

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 Village of Greenhills, Ohio and FirstEnergy Solutions Corp. November 2013** attached.
2. If Duke Energy’s (“Duke’s”) rate RS, DS (up to 100 kW), or DM (up to 100 kW) falls to a price lower than the Village’s Renewal Pricing during the Renewal Term, FES, at its option and upon written request from the Village, may offer to match Duke's price. If FES does not match Duke's price, FES shall return all electric aggregation subscribers to Duke's default service within one billing cycle after receipt of written direction from the Village, or without such direction continue to serve the Customers at the contract price.
3. FES will not intentionally directly market to Aggregation Members. However, nothing herein shall prevent FES from soliciting and entering into agreements for the supply and delivery of electricity with retail customers that are not Aggregation Members (customers who have not enrolled in the Aggregation Program or who have opted out). The Village recognizes that FES may have affinity programs or other opportunities to sell and deliver to retail customers located in the Village’s boundaries, and this Agreement does not bar such actions by FES.

Village of Greenhills
Resolution No. 2013-53-S&S

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

FIRSTENERGY SOLUTIONS CORP.
FirstEnergy Solutions Corp.:

VILLAGE OF GREENHILLS, OHIO

Signed: _____
Printed: _____
Title: _____
Date: _____

Signed: _____
Printed: _____
Title: _____
Date: _____

**First Amendment Attachment A to Master Agreement
Between
Village of Greenhills, Ohio and FirstEnergy Solutions Corp.
November 2013**

Pricing and Other Conditions to Retail Generation Service Offer

Renewal Term:

Beginning with March 2014 meter read dates through March 2017 meter read dates

Renewal Pricing:

5.36¢ per kWh

Eligible Rate Codes:

RS, DS (up to 100 kW), DM (up to 100 kW)

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:

Village of Greenhills will receive a one-time \$10.00 per enrolled customer civic grant to be paid following the initial enrollment and rescission period.

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.
- Provide to Village of Greenhills' consultant, Independent Energy Consultants, Inc. the program's customer counts and consumption information on a monthly basis. The data are needed to support PUCO reports on behalf of Village of Greenhills and consultant's quarterly reports to Village of Greenhills.