

**Fourth Amendment to the  
Master Agreement to Provide Services  
to an Aggregation Group  
Between Summit County, Ohio  
and  
FirstEnergy Solutions Corp.**

This Fourth Amendment is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2009 (the "Effective Date"), by and between The County of Summit, Ohio ("County"), a county organized under a charter and the laws 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 the County are parties to a certain Master Agreement to Provide Services to an Aggregation Group dated the 28th day of August, 2002, ("Master Agreement") as amended by the First Amendment to the Master Agreement dated the 30th day of December, 2004 and as further amended by the Second Amendment to the Master Agreement dated the 1<sup>st</sup> day of January, 2009 and as further amended by the Third Amendment to the Master Agreement dated the 28<sup>th</sup> day of September 2009;

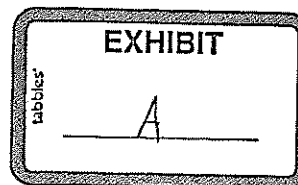
**WHEREAS**, the electricity market in Ohio has recently changed such that it appears that FES is able to provide long-term retail generation service pricing such that government aggregation programs have the potential to provide savings to members;

**WHEREAS**, FES is willing to offer to the County a one-time grant in 2009 as consideration for the County's agreement to participate in the *Powering Our Communities* program, which extends the term of the Master Agreement for the additional period of June 2012 through May 2018;

**WHEREAS**, in recognition of the above-mentioned circumstances, the County desires to extend the current term with FES to provide energy and energy-related services to members through Government Aggregation under the Powering Our Communities program;

**WHEREAS**, notwithstanding the Parties rights and obligations as contained in the Master Agreement and subsequent amendments, FES is willing to provide the energy and energy related services desired by the County contingent upon the occurrence and ongoing continuation throughout the term of the Master Agreement of certain conditions listed in the new Attachment A;

**WHEREAS**, the Parties acknowledge that if the occurrence and ongoing continuation throughout the term of the Master Agreement of certain conditions in the new Attachment A are not met, FES shall have the option to declare this Amendment null and void and the parties shall thereafter be subject to the terms and conditions of the Master Agreement as amended;



**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. If the occurrence and ongoing continuation throughout the term of the Master Agreement of certain conditions in the new Attachment A (referenced in 2.d. below) are not met, FES shall have the option to declare this Amendment null and void and the parties shall thereafter be subject to the terms and conditions of the Master Agreement as amended.
2. The parties agree to further amend the Master Agreement as provided below:
  - a. Section 1.3 is modified to read as follows: The term of the Master Agreement as amended shall be for the term identified in the new Attachment A, subject nonetheless to the provisions of Article 2 and further subject to the provisions of the new Attachment A as referenced above.
  - b. Section 2.3 is modified to read as follows:
 

2.3 Regulatory Events Defined. Regulatory changes or rulings, legislative and agency acts, and judicial rulings covered by preceding paragraph 2.2, include but are not limited to: i) material changes affecting FES' and/or Governmental Aggregator's electric supplier certification/franchise status, *fees, costs*, or requirements; ii) other changes or clarifications of federal, state or local government certification, licensing or franchise requirements for electric power suppliers; iii) *changes to existing or new* charges, fees, *costs*, and/or obligations, including without limitation transmission or capacity requirements or charges, that may be imposed upon FES by a regional transmission organization, independent transmission system operator, independent transmission provider, or government agency; iv) *changes to existing or new charges, fees, costs, credits, emission allowance requirements, permitting requirements and/or obligations associated with environmental or energy law and regulations (including, without limitation, alternative energy requirements, carbon and greenhouse gas, or other similar controls)*; and v) other changes to *or requirements of* retail electric customer access or aggregation programs in a manner which will not reasonably allow a Party or the Parties to perform economically hereunder; and provided that in each such case such actions or effects were not known *and in effect* at the time of the Effective Date of this Agreement.
  - c. Notwithstanding anything in the Master Agreement to the contrary the Parties agree that FES shall control the timing and content of all press releases without the need for prior approval due to the nature of the *Powering Our Communities* program and the funding that will be provided to participating communities.

d. Existing Attachment A is deleted in its entirety and replaced with the new Attachment A as referenced in paragraph one above.

IN WITNESS WHEREOF, the Parties have duly executed this Fourth Amendment as of this \_\_\_ day of \_\_\_\_\_, 2009.

**FIRSTENERGY SOLUTIONS CORP.**

**THE COUNTY OF SUMMIT, OHIO**

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

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

**ATTACHMENT A:**

**Pricing and Other Conditions  
to Retail Generation Service Offer**

## Attachment A to Master Agreement

Between

**The County of Summit, Ohio and FirstEnergy Solutions Corp.**

The program discounts are as follows:

**Term: July 2009 – May 2018**

**Residential Rates**

**Standard Residential Rate (RS)**

2009 -	6% Discount*
2010 -	6% Discount*
2011 -	6% Discount*
Through May 2012 -	6% Discount*
June 2012 – May 2018	6% Discount*

**Commercial Rates**

**General Service(GS) to 399 KWd**

2009 -	4% Discount*
2010 -	4% Discount*
2011 -	4% Discount*
Through May 2012 -	4% Discount*
June 2012 – May 2018 -	4% Discount*

**Residential Water and/or Space Heating  
Or Load Management Rates (RS) (Eligible for  
credits under Rider EDR.)**

2009 through May 2012 -	4% Discount*
June 2012 – May 2018 -	6% Discount*

Powering Our Communities one time grant to the County in the amount of \$ 1,129,072.00.

<b><u>Boston Township -</u></b>	<b><u>\$50,000</u></b>
<b><u>Richfield Township -</u></b>	<b><u>\$50,000</u></b>
<b><u>Twinsburg Township -</u></b>	<b><u>\$50,000</u></b>
<b><u>Northfield Center Township -</u></b>	<b><u>\$75,000</u></b>
<b><u>Sagamore Hills Township -</u></b>	<b><u>\$114,578</u></b>
<b><u>Bath Township -</u></b>	<b><u>\$118,197</u></b>
<b><u>Coventry Township -</u></b>	<b><u>\$133,715</u></b>
<b><u>Copley Township -</u></b>	<b><u>\$167,340</u></b>
<b><u>Springfield Township -</u></b>	<b><u>\$186,072</u></b>
<b><u>City of New Franklin -</u></b>	<b><u>\$184,171</u></b>
<b><u>TOTAL -</u></b>	<b><u>\$1,129,072</u></b>

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

\*For the term referenced above, the generation pricing under this Agreement will be calculated as the specified percentage off the Electric Utility Price to Compare ("PTC") for transmission, generation and generation related charges as set forth in the EDU's applicable tariff. However, any bypassable riders not included in the PTC will be billed at their full rate. FES reserves the right to terminate service and return members to standard offer service for the period June 2011 – May 2018 if the EDU standard service offer pricing and or tariff structure is modified. As described above, no discount will be given on such charges as transmission, ancillary services and renewable / alternative energy resources if they are identified in a separate tariff approved by the PUCO and are not included in the PTC.

Program Development/Administration – To be provided by FirstEnergy Solutions

- 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
- Preparation of required PUCO reports and on-going certification documents

The occurrence and ongoing continuation throughout the term of the Master Agreement of the following conditions must be met or FES shall have the right to declare this Amendment null and void:

1. EDU rate plan and EDU's PTC is instituted in such a manner that government aggregation programs can provide savings to members.
2. The Electric Security Plan (ESP), Market Rate Offer (MRO) and/or Competitive Bid Process (CBP), or other generation procurement process results in a PTC that is greater than or equal to the comparable annualized generation and transmission rates & riders in effect on June 1, 2009 (reflecting a monthly average rate including a seasonal adjustment).
3. Any PUCO approved phase-in credit for generation charges can be financed by FES at its discretion if commercially reasonable rates and terms are available for such financing and FES elects to do so.
4. A government aggregation program can be reasonably and practicably offered in such a manner which does not conflict with PUCO Orders or Entries or Ohio Administrative Code (OAC) rules and regulations or Ohio Revised Code (ORC) provisions related to governmental aggregation.
5. The EDU will provide percent off pricing calculation and consolidated billing consistent with previous practice.

IN WITNESS WHEREOF, the Parties have duly executed this agreement to be effective on the date first written above.

FirstEnergy Solutions Corp:

County of Summit

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed  
Typed Name: Arthur Yuan

Printed  
Typed Name: \_\_\_\_\_

Title: V.P. Sales and Marketing

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