

18-125
EXHIBIT A

SIXTH AMENDMENT
TO THE MASTER AGREEMENT TO PROVIDE
SERVICES TO AN AGGREGATED GROUP
BETWEEN SUMMIT COUNTY, OHIO
AND
FIRSTENERGY SOLUTIONS CORP.

This Sixth Amendment (“Amendment”) is entered into this _____ day of March, 2018 (“Effective Date”), by and between the County of Summit, Ohio (“County” or “Governmental Aggregator”), an Ohio charter county with its principal place of business at 175 S. Main St., 8th Floor, Akron, OH 44308, 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 County are parties to a certain Master Agreement to Provide Services to an Aggregated Group dated August 28, 2002, as amended by First Amendment dated December 30, 2004, Second Amendment dated January 1, 2009, Third Amendment dated September 28, 2009, Fourth Amendment dated November 24, 2009, and Fifth Amendment dated December 20, 2018 (collectively, the “Agreement”);

WHEREAS, one of the County communities listed in the Agreement; namely, Township of Sagamore Hills, has exited the County’s Aggregation Program resulting in a decrease in the number of Participating Customers; and

WHEREAS, as a result of this decrease in Participating Customers, FES wishes to amend the Agreement by reducing the County’s Civic Grant currently reflected on the Fifth Amendment Attachment A, thereby replacing Fifth Amendment Attachment A with a new Sixth Amendment Attachment A.

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. Fifth Amendment Attachment A shall be deleted and replaced in its entirety with a new **Sixth Amendment Attachment A to Master Agreement Between Summit County, Ohio and FirstEnergy Solutions Corp. March 2018** attached.
2. All other provisions of the original Agreement shall remain unchanged, and all capitalized terms contained herein shall have the same meaning as defined in the Agreement and the subsequent amendments.

Signature Page to Follow.

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

FIRSTENERGY SOLUTIONS CORP.
FirstEnergy Solutions Corp.:

COUNTY OF SUMMIT, OHIO

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

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

**Sixth Amendment Attachment A to Master Agreement
Between
Summit County, Ohio
and FirstEnergy Solutions Corp.
March 2018
Pricing and Other Conditions to Retail Generation Service Offer**

Renewal Term:

Beginning with May 2018 meter read dates through May 2022 meter read dates.

Renewal Pricing:

Residential

6% off the Price to Compare

Commercial

5.14¢ per kWh

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:

Residential Accounts - \$25.00

Commercial Accounts - \$25.00

Administrative Fee:

FES shall pay to the County's Consultant, Buckeye Energy Brokers, Inc., an annual administrative fee of \$30,000, payable beginning in July 2018 and annually thereafter ending in July 2021.

Civic Grant:

FES shall pay to the County, a total grant of \$426,740, in two (2) installments as follows:

July 2018 -	\$213,370
July 2020 -	<u>\$213,370</u>
TOTAL	\$426,740

If additional County communities listed in Section E of the Agreement ("Communities") exit the Aggregation Program prior to July 2020, then the amount of the July 2020 Civic Grant shall be reduced based on the number of Community households anticipated for the Aggregation Program times a \$20 grant per household of the exiting Community, provided, however, that the amount of the July 2020 grant shall not be reduced below the amount of \$0.00.

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 an annual basis.