

**RESOLUTION NO. 49-2020**

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO ENTER INTO AN AGREEMENT WITH ENERGY HARBOR LLC FOR THE PROVISION OF ELECTRIC SERVICE FOR ELECTRICITY AGGREGATION.**

**WHEREAS**, the Council of the Village of Loudonville has determined that it is in the best interests of the Village to continue the Governmental Aggregation Program previously enacted in the Village; and

**WHEREAS**, the Council of the Village of Loudonville wishes to enter into an agreement with Energy Harbor LLC for the provision of electric service for electricity aggregation.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF LOUDONVILLE, STATE OF OHIO:**

**SECTION 1:** That the Mayor and Fiscal Officer of the Village of Loudonville, Ohio are hereby authorized and directed to enter into an agreement with Energy Harbor LLC, pursuant to terms and conditions contained in the attached Exhibit "A" incorporated herein by reference.

**SECTION 2:** This Resolution shall take effect and be in force on the earliest date allowed by law.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Stephen Stricklen, Mayor

Attest:

\_\_\_\_\_  
Elaine Van Horn, Fiscal Officer

Approved:

\_\_\_\_\_  
Thomas R. Gilman, Village Solicitor



**First Amendment**

**To Master Agreement To Provide Services To An Aggregated Group**

Between

**Village of Loudonville, Ohio**

and

**Energy Harbor LLC**

This First Amendment (“Amendment”) is entered into this \_\_\_\_ day of November, 2020 (“Effective Date”), by and between **Village of Loudonville, Ohio** (“Community”), an Ohio municipality in the counties of Ashland and Holmes and governmental aggregator organized and existing under the laws of the State of Ohio and **Energy Harbor LLC** (“Energy Harbor” or “Supplier”), a Delaware Limited Liability Company with its principal place of business at 168 East Market Street, Akron, Ohio 44308 (the “Parties”).

**RECITALS**

**WHEREAS**, on February 27, 2020, FirstEnergy Solutions Corp. converted from an Ohio corporation to a Delaware limited liability company, changing its name to Energy Harbor LLC;

**WHEREAS**, Energy Harbor and Community are parties to a certain Master Agreement to Provide Services to an Aggregated Group dated December 5, 2011 (“Agreement”);

**WHEREAS**, the Parties have mutually agreed to renew the Agreement for the Term beginning with February 2021 meter read dates through February 2025 meter read dates (“Renewal Term”); and

**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 Supplier that are not otherwise reimbursed by the EDU to Supplier 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 Village of Loudonville, Ohio and Energy Harbor LLC November 2020** attached.

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 Supplier its costs to perform under this Agreement, Participating Customers may receive a notification from Supplier. This notification will include a description of one or more of the situations described above. Supplier 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 Supplier to accept the new terms, the Participating Customer(s) individual terms and conditions with Supplier will terminate on the date specified in the notices, and Participating Customer(s) may be returned to the EDU for Retail Electric Service. Alternatively, Supplier 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 Supplier 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 Supplier charges through the date they are returned to their EDU or switched to another CRES provider for service.

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

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

**Energy Harbor LLC :**

Signed: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Village of Loudonville, Ohio:**

Signed: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**First Amendment Attachment A to Master Agreement**

Between

**Village of Loudonville, Ohio and Energy Harbor LLC**

**November 2020**

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

**Renewal Term:**

Beginning with February 2021 meter read dates through February 2025 meter read dates

**Renewal Pricing:**

**Opt-Out Program:**

4.91 ¢ per kWh

**Opt-In Program:**

1% 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:**

Supplier shall pay a grant to Community on an annual basis in the amount equal to \$5 per Participating Customers enrolled in the program. The grant shall be payable beginning in April 2021 after completion of enrollments and annually thereafter throughout the above Term.

**Administrative Fee:**

Supplier shall pay to the Community's Consultant, **Suvon LLC, dba FirstEnergy Advisors**, \$0.0005 per kWh delivered/consumed and paid for by Participating Customers under the Aggregation Program on a monthly basis. In addition to Participating Customers' consumption, this fee shall also apply to kWh delivered/consumed and paid for by any new Participating Customer accounts that join the Aggregation Program.

**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.