

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

CAMPBELL, et al.

)

)

Complainant,

)

)

Case No. 17-0520-EL-CSS

v.

)

)

OHIO EDISON COMPANY,

)

)

Respondent.

)

)

**DIRECT TESTIMONY OF DEBORAH REINHART ON BEHALF OF
OHIO EDISON COMPANY**

INTRODUCTION

Q. PLEASE INTRODUCE YOURSELF.

A. My name is Deborah Reinhart. I am employed by FirstEnergy Service Company as a Senior Customer Services Compliance Specialist. FirstEnergy Service Company provides corporate support, including customer service, to FirstEnergy Corp.'s regulated public utility subsidiaries. In Ohio, these subsidiaries are Ohio Edison Company ("OE" or the "Company"), The Cleveland Electric Illuminating Company ("CEI"), and The Toledo Edison Company ("TE").

Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND WORK EXPERIENCE.

A. I have worked at either FirstEnergy Service Company or the Pennsylvania Power Company ("Penn Power") in a customer service capacity for the last 40 years. I have held my current title since March 2015. I previously served as a Customer Compliance Lead for four years, and in that position, I supervised the Customer Compliance Department, which investigates complaints by customers to the Public Utilities Commission of Ohio. Before my work as a Customer Compliance Lead, I served as a Business Analyst for six years in the Customer Compliance Department. Prior to that, for approximately three years, I was responsible for credit and collections functions in the eastern region of OE and also supervised meter readers for Penn Power. Prior to that, I supervised the customer contact center for Penn Power for four years, before which I worked as a call taker and customer service representative for commercial accounts. I have also completed coursework in a business administration program at Pennsylvania State University.

1 **Q. WHAT ARE YOUR CURRENT JOB RESPONSIBILITIES?**

2 A. My job responsibilities include reviewing and responding to complaints made by
3 customers of FirstEnergy Corp.’s regulated public utility subsidiaries to the Public Utilities
4 Commission of Ohio (“Commission”). I also have responsibility for reviewing and
5 responding to customer complaints in West Virginia.

6 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE THE COMMISSION?**

7 A. Yes, I testified in: *Adkins v. CEI*, Case No. 16-1543-EL-CSS; *Hayes v. CEI*, Case No. 15-
8 1662-EL-CSS; *Spooner, et al. v. OE, et al.*, Case No. 13-1583-EL-CSS; *Tandy v. CEI*, Case
9 No. 12-2102-EL-CSS; *Brock v. OE*, Case No. 11-6085-EL-CSS; and *Wielicki v. CEI*, Case
10 No. 10-2329-EL-CSS.

11 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THE PRESENT CASE?**

12 A. My testimony addresses several of the allegations raised in the Complaint pertaining to the
13 electric service provided by OE to Mr. Campbell at 435 E. Haskell St., Loudonville, Ohio
14 44842 (the “Property”). Specifically, my testimony addresses the following topics. First,
15 my testimony discusses the rate schedules available to non-residential, non-lighting
16 customers under OE’s tariff and the reason that Mr. Campbell receives service under Rate
17 GP. Second, my testimony explains OE’s role in implementing government aggregation
18 agreements between municipalities and competitive retail electric service (“CRES”)
19 providers.

20 **Q. DID YOU REVIEW ANY RECORDS RELATED TO THIS CASE?**

21 A. Yes, I have reviewed numerous business records related to this case maintained and
22 preserved within FirstEnergy’s SAP System. These records, all of which were kept in the
23 course of regularly conducted business activity, include customer contact notes, various

1 bills associated with the Property, records related to government aggregation, and Ohio
2 Edison's Commission-approved tariff. It is the regular practice of FirstEnergy and OE to
3 make and preserve these business records, and I regularly rely upon such documents when
4 investigating customer complaints in accordance with my duties as a Senior Customer
5 Services Compliance Specialist.

6 **RATE SCHEDULES AND MR. CAMPBELL'S SERVICE**

7 **Q. CAN YOU PLEASE BRIEFLY DESCRIBE MR. CAMPBELL'S SERVICE?**

8 A. Mr. Campbell has a non-residential, non-lighting account with OE at the Property. OE
9 initiated service at the Property in Mr. Campbell's name on September 24, 2015.
10 Additionally, Company records (and the Complaint) indicate that Mr. Campbell is a tenant
11 at the Property.

12 **Q. ARE YOU FAMILIAR WITH THE DIFFERENT RATE SCHEDULES OFFERED**
13 **BY THE COMPANY TO NON-RESIDENTIAL, NON-LIGHTING CUSTOMERS?**

14 A. Yes.

15 **Q. WHAT ARE THOSE RATE SCHEDULES?**

16 A. For non-residential customers, non-lighting customers, OE's Commission-approved tariffs
17 offer four rate schedules. Those rate schedules are General Service – Secondary (Rate GS),
18 General Service – Primary (Rate GP), General Service – Subtransmission (Rate GSU), and
19 General Service – Transmission (Rate GT).

20 **Q. UNDER WHAT RATE SCHEDULE DOES MR. CAMPBELL RECEIVE**
21 **SERVICE?**

22 A. Mr. Campbell receives service under Rate GP. A true and accurate copy of OE's Rate GP
23 Schedule is attached to my testimony as Attachment DLR-1.

1 **Q. HOW IS A NON-RESIDENTIAL, NON-LIGHTING CUSTOMER'S RATE**
2 **SCHEDULE DETERMINED?**

3 A. OE's Commission-approved tariff assigns customers to rate schedules based on the
4 delivery voltage at which the customer receives service from the Company. Rate GS is
5 generally available to customers receiving service from the Company at less than or equal
6 to 600 volts. Rate GSU is generally available to customers receiving service from the
7 Company from either 23,000 volts three wire or 34,500 volts three wire. Rate GT is
8 generally available to customers receiving service from the Company at voltages greater
9 than or equal to 69,000 volts. All other available voltages receive service at Rate GP. A
10 true and accurate copy of Section IV.C. of OE's Electric Service Regulations is attached
11 to my testimony as Attachment DLR-2. This section of the Company's tariff enumerates
12 the delivery voltage guidelines I have discussed in this response.

13 **Q. AT WHAT VOLTAGE DOES MR. CAMPBELL RECEIVE SERVICE FROM THE**
14 **COMPANY?**

15 A. As discussed in the testimony of Matthew Zapp, Mr. Campbell receives service from a
16 12.47 kilo-volt line that runs adjacent to the Property. Accordingly, Mr. Campbell is on
17 Rate GP.

18 **Q. IF MR. CAMPBELL WANTED TO RECEIVE SERVICE UNDER RATE GS, IS**
19 **THAT OPTION AVAILABLE TO HIM?**

20 A. No.

21 **Q. WHY NOT?**

22 A. As I discussed earlier in my testimony, Rate GS is generally available to customers
23 receiving service from the Company at less than or equal to 600 volts. Mr. Campbell

1 currently receives service from an OE 12.47 kilo-volt line. To receive service from the
2 Company at a different voltage, physical changes would need to be made to the electrical
3 service at the Property. The Property owner has to request, and pay for, such changes. Mr.
4 Campbell, however, is a tenant at the Property and no information has been provided to the
5 Company indicating that Mr. Campbell has the authority to allow such changes to be made.

6 **Q. IF MR. CAMPBELL WERE TO RECEIVE AUTHORITY FROM THE**
7 **PROPERTY OWNER TO MAKE THE NECESSARY CHANGES, WOULD OE BE**
8 **WILLING TO CONVERT MR. CAMPBELL TO SECONDARY SERVICE AND**
9 **RATE GS?**

10 A. Yes; however, Mr. Campbell would be required to pay for the necessary changes to the
11 electric service, in accordance with OE's Commission-approved tariff.

12 **SUPPLIER ALLEGATION**

13 **Q. ARE YOU FAMILIAR WITH MR. CAMPBELL'S ALLEGATION IN THE**
14 **COMPLAINT THAT THE PROPERTY SHOULD HAVE BEEN INCLUDED IN**
15 **AN AGGREGATION AGREEMENT BETWEEN THE VILLAGE OF**
16 **LOUDONVILLE AND FIRSTENERGY SOLUTIONS CORP. IN 2012?**

17 A. Yes.

18 **Q. WHAT IS YOUR UNDERSTANDING OF MR. CAMPBELL'S ALLEGATION?**

19 A. In the Complaint, Mr. Campbell alleges that OE should have switched the supplier to the
20 Property to FirstEnergy Solutions Corp. ("FES") in February 2012 because the customer
21 at the Property at that time did not "opt-out" of a government aggregation in the Village of
22 Loudonville. A copy of the government aggregation agreement between FirstEnergy

1 Solutions Corp. and the Village of Loudonville was attached to the Complaint by Mr.
2 Campbell and is attached to my testimony as Attachment DLR-3.

3 **Q. IS OE A PARTY TO THE REFERENCED GOVERNMENT AGGREGATION**
4 **AGREEMENT?**

5 A. No.

6 **Q. WHAT ROLE DOES OE PLAY IN THE IMPLEMENTATION OF A**
7 **GOVERNMENT AGGREGATION AGREEMENT SUCH AS THE ONE**
8 **ATTACHED TO THE COMPLAINT?**

9 A. OE's only role in implementing such a government aggregation agreement is to provide,
10 upon request, the CRES provider with a list of all customers within the geographical
11 boundaries of the government aggregation at the time such a list is requested by the CRES
12 provider. This is consistent with OE's obligations under both the Ohio Administrative
13 Code and its Supplier Tariff.

14 **Q. DID OE PROVIDE SUCH A LIST TO FES FOR THE VILLAGE OF**
15 **LOUDONVILLE AGGREGATION?**

16 A. Yes. OE last provided a customer list to FES for the Village of Loudonville Aggregation
17 in December 2014 when requested. This request occurred prior to Mr. Campbell becoming
18 customer of record at the Property in September 2015. Attached to my testimony as
19 Attachment DLR-4 is a redacted screen shot from OE's government aggregation file
20 showing that the customer of record at the time was included in the list from December
21 2014. Since December 2014, FES has not requested a customer list for the Village of
22 Loudonville Aggregation.

1 **Q. DOES OE DETERMINE WHAT CUSTOMERS ARE ENROLLED IN A**
2 **GOVERNMENT AGGREGATION?**

3 A. No. It is the CRES provider that determines what customers are eligible for and ultimately
4 enrolled in the government aggregation.

5 **Q. PRIOR TO MR. CAMPBELL BECOMING THE CUSTOMER OF RECORD AT**
6 **THE PROPERTY, WAS THE PROPERTY INCLUDED IN THE VILLAGE OF**
7 **LOUDONVILLE AGGREGATION?**

8 A. No.

9 **Q. DO YOU KNOW WHY?**

10 A. As I stated previously, OE does not determine what customers are eligible for and
11 ultimately enrolled in a government aggregation. That determination is made by the CRES
12 provider. I would note, however, that the prior customer of record at the Property was a
13 shopping customer that already received service from a CRES provider prior to the
14 formation of the government aggregation. Attached to my testimony as Attachment DLR-
15 5 is a redacted copy of a bill showing when the customer of record at the Property during
16 this time-period first began receiving service from a CRES provider. Also attached to my
17 testimony as Attachment DLR-6 is a redacted copy of the September 24, 2015, invoice
18 provided to this same customer of record at the Property. The customer of record at the
19 Property received service from a CRES provider during this entire time-period.

20 **CONCLUSION**

21 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

22 A. Yes; however, I reserve my right to supplement my testimony.

ATTACHMENT DLR-1

Ohio Edison Company PUCO No. 11

Original Sheet 21

General Service – Primary (Rate “GP”)

GENERAL SERVICE - PRIMARY (RATE "GP")

AVAILABILITY:

Available to general service installations requiring Primary Service. Primary Service is defined in the Company's Electric Service Regulations. Choice of voltage shall be at the option of the Company.

SERVICE:

All service under this rate schedule will be served through one meter for each installation.

The customer will be responsible for all transforming, controlling, regulating and protective equipment and its operation and maintenance.

RATE:

All charges under this rate schedule shall be applied as described below and charged on a monthly basis.

Distribution Charges:

Service Charge:	\$150.00
Capacity Charge:	
For each kW of billing demand	\$2.2550
Reactive Demand Charge applicable to three phase customers only	
For each rkVA of reactive billing demand	\$0.360

BILLING DEMAND:

The billing demand for the month shall be the greatest of:

1. Measured Demand, being the highest thirty (30) minute integrated kW
2. 30.0 kW
3. The Contract Demand

REACTIVE BILLING DEMAND:

For installations metered with reactive energy metering, the reactive billing demand in rkVA for the month shall be determined by multiplying the Measured Demand by the ratio of the measured lagging reactive kilovoltampere hours to the measured kilowatthours by the following formula: $\text{rkVA} = \text{Measured Demand} \times (\text{measured lagging reactive kilovoltampere hours} \div \text{measured kilowatthours})$. For all other installations, the reactive billing demand shall be the integrated reactive demand occurring coincident with the Measured Demand.

APPLICABLE RIDERS:

The charges included with the applicable riders as designated on the Summary Rider, Tariff Sheet 80 shall be added to the Rates and charges set forth above.

GENERAL SERVICE - PRIMARY (RATE "GP")

ADJUSTMENT FOR SECONDARY METERING:

The Company reserves the right to install the metering equipment on either the primary or secondary side of the transformers serving the customer, and when installed on the secondary side, at the Company's option, the Company shall correct for transformer losses by one of the two following methods: 1.) by using compensating-metering equipment or 2.) by increasing all demand and energy registrations by 2% each.

SPECIAL METERS:

Time-Of-Day and Interval Metering is available from the Company. Charges for such service are specified in the Miscellaneous Charges, Tariff Sheet 75.

DUPLICATE CIRCUIT SERVICE:

When service is furnished to provide redundancy to the Company's main service as requested by the customer, a contract demand shall be established by mutual agreement and shall be specified in the service contract. Such installations shall be considered a Premium Installation and shall be a separate account from the customer's main service.

ELECTRIC SERVICE REGULATIONS:

The Company's Electric Service Regulations shall apply to the installation and use of electric service.

CONTRACT:

Electric service hereunder shall be furnished in accordance with a written contract, which by its term shall be in full force and effect for a minimum period of two years and shall continue in force thereafter from year to year unless either party shall give to the other not less than 60 days notice in writing prior to the expiration date of any said yearly periods that the contract shall be terminated at the expiration date of said yearly period. When a contract is terminated in the manner provided herein, the service will be discontinued.

The Contract Demand shall be specified in the contract for electric service of customers establishing service after January 22, 2009 and of customers requiring or requesting a significant change in service. The Contract Demand shall be 60% of the customer's expected, typical monthly peak load. Customers with a Contract Demand on January 22, 2009 will remain at that existing Contract Demand level, until such time as they reestablish service or request or require a significant change in service. The Contract Demand shall be reevaluated based on actual usage upon customer request, no more than once per 12 month period.

If the customer's capacity or service requirements increase, the Company, at its sole and exclusive judgement, may at any time require the customer to enter into a new contract for electric service.

ATTACHMENT DLR-2

Ohio Edison Company PUCO No. 11

Original Sheet 4, Page 4 of 21

Section IV. C: “Delivery Voltage”

ELECTRIC SERVICE REGULATIONS

- C. Delivery Voltage:** Subject to the provisions of paragraph IV.B above, and after the Company determines that facilities of adequate capacity are available and adjacent to the premises to be served, the types of service available with the nominal voltages are:

1. **Secondary Service** - Less than or equal to 600 volts
2. **Subtransmission Service** - 23,000 volts three wire and 34,500 volts three wire
3. **Transmission Service** - Greater than or equal to 69,000 volts
4. **Primary Service** - All other available voltages

Delivery voltage will be specified by the Company and will be based upon the availability of lines in the vicinity of the customer's premises and commensurate with the size of the customer's load. Customers with demands in excess of twenty-five hundred (2,500) kW will generally be served at Transmission Service

V. RATE SCHEDULE ALTERNATIVES

- A. Selecting Rate Schedule:** Where two or more alternative rate schedules are applicable to the same class of service, the Company, upon request, will assist a customer in selecting an appropriate rate schedule to be applied. The customer, however, shall select from the alternative rate schedules and such selection shall be the basis for the application or contract for service. No refund will be made representing the difference in charges under different rate schedules applicable to the same class of service except as required by law.
- B. Changing Rate Schedule:** Subject to limitations in the service contract or applicable rate schedule, the customer may change to an alternative applicable rate schedule, except that a customer contracting for a specified capacity served at available primary or transmission voltage shall not be eligible to recontract for service at secondary voltage, unless a secondary voltage circuit of adequate capacity is available adjacent to the premises and the customer complies with all of the provisions of the applicable secondary rate schedule.

VI. BILLING AND PAYMENT

- A. Billing Periods:** Bills for electric service will be rendered monthly or at the Company's option at other regular intervals. Bills rendered monthly shall typically cover a period of approximately 30 days.
- B. Due Dates:** For residential customers, bills are due and payable to the Company on or before fourteen (14) days from the date the bill is mailed to said customer. Governmental customers' bills are due and payable to the Company on or before thirty (30) days from the date the bill is mailed to said customer. All other customers' bills are due and payable to the Company on or before twenty-one (21) days from the date the bill is mailed to said customer. When the due date for payment falls on Saturday, Sunday or a holiday the due date for payment is extended to the next business day. Remittances mailed by the customer for the amount(s) due shall be accepted by the Company as tendered within the period to avoid late payment charges if such payment is received by the Company no more than five (5) days after the due date of the bill.

ATTACHMENT DLR-3

Village of Loudonville Electric Power Aggregation Plan of Operation and Governance

Dated December 5, 2011

Village of Loudonville

Electric Power Aggregation Plan of Operation and Governance

December 5, 2011

Village of Loudonville

Electric Power Aggregation

Plan of Operation and Governance

I. INTRODUCTION

Amended Substitute Senate Bill 3 ("S.B. 3") opened Ohio's retail electric market as of January 1, 2001. S.B. 3 authorizes customer choice in the selection of suppliers of retail electric generation and declares electric generation service, aggregation service, power marketing, and power brokering as competitive retail electric services. The legislation gave the Public Utilities Commission of Ohio ("PUCO") authority to adopt rules regarding the development of a competitive retail electric market in Ohio and authority to promulgate rules on governmental aggregation.

Large industrial and commercial consumers with sophisticated electric operations use their size and expertise to obtain lower electric power rates. Individual residential and small commercial consumers are typically unable to obtain significant price reductions since they lack the bargaining power, expertise and the economies of scale enjoyed by larger consumers. Aggregation, the combining of multiple electric loads, provides the benefits of retail electric competition for consumers with lower electric demands.

Government aggregation, the combining of multiple electric loads by a municipality, provides the means through which Loudonville residential consumers may obtain the economic benefits of Ohio's competitive retail electric market. The Loudonville Aggregation Program combines the electric loads of residential customers to form a buying group ("Aggregation Group"). The Village of Loudonville will act as Purchasing Agent for the Aggregation Group. This means that Loudonville will be a Governmental Aggregator, as defined by Ohio law and the rules established by the PUCO, and shall act on behalf of Ohio Edison (OE) customers in the Village to obtain the best electric generation rate for consumers who participate in the Aggregation Group.

II. PROCESS

On November 8, 2011, Loudonville voters approved the development of a form of government electric aggregation known as "opt-out" aggregation. Under the opt-out program, all OE residential and business customers in the Village are automatically included as participants in the program unless they opt-out of the program by providing written notice of their intention not to participate. As required by state law, the Village Council passed an Ordinance, which authorized submitting the selection of opt-out aggregation to the Village's voters.

In addition to obtaining necessary Village Council approvals, the Village is also required to comply with various PUCO regulations. The Village will file an application with the PUCO for certification as a Government Aggregator as soon as the Village Council Approves the Plan, on or about December 5, 2011. As required by the regulations, the Village developed this Aggregation Plan of Operation and Governance ("Plan"). On , 2011 and

, 2011 the Village advertised the Public hearing dates to discuss the Plan in the Name of Newspaper. As required by the PUCO's regulations, two hearings were conducted on December 5, 2011. The Opt-out notice for the Village's Program will be sent to all eligible electric customers in the Village upon approval of this Plan, setting forth the rates, terms and conditions of the program, and giving 21 days to opt out of the Program.

By vote of the Village Council of Loudonville on December 5, 2011, the Village selected FirstEnergy Solutions, Inc. (FES), a subsidiary of FirstEnergy Corp., as its Retail Electric Generation Provider, to provide the electric power for the Loudonville Aggregation Program at this time. Under this program, Ohio Edison (OE) will still deliver the electricity purchased from the Village's provider, FES, to customers, customers will receive only one bill (from OE), and all metering, repairs and emergency service will continue to be provided by OE.

III. DEFINITIONS

In order to clarify certain terminology, the following terms shall have the meanings set forth below:

"Aggregation Program" means the program developed by the Village of Loudonville, as a Government Aggregator under Section 4928.20 Ohio Revised Code, to provide OE customers in the Village with retail electric generation services.

"Government Aggregator" means the Village and its legislative authority acting as an aggregator for the provision of a competitive retail electric service under the authority conferred under Section 4928.20 of the Ohio Revised Code.

"Member" means a person enrolled in the Loudonville government Aggregation Group for competitive retail electric services.

"Retail Electric Generation Provider" ("Provider") means an entity certified by the Public Utilities Commission of Ohio ("PUCO") to provide competitive retail electric service(s), and which is chosen by the Village to be the entity responsible to provide the required service related to "Government Aggregation" as defined in Section 4928.20 of the Ohio Revised Code and applicable provisions of the rules of the PUCO.

"Competitive Retail Electric Service" ("CRES") means a component of electric retail service that is deemed competitive pursuant to the Ohio Revised Code or pursuant to an order of the PUCO.

IV. OPERATIONAL PLAN:

A. Aggregation Services

1. *Provider:* Loudonville will use a contractor ("Retail Electric Generation Provider") to perform and manage aggregation services for its Members. The Village has selected FES to be its Provider at this time. The Provider shall provide adequate, accurate, and

understandable pricing terms and conditions of service, including any switching fees and the conditions under which a Member may rescind a contract without penalty. The Provider must provide the Village, if requested, an electronic file containing the Members usage, and charges. The Provider must have a local Akron phone number or a toll free number for Members to call.

2. Database: The Retail Electric Generation Provider will build and maintain a database of all Members. The database will include the name, address, Ohio Edison account number, and Retail Electric Generation Provider's account number of the Member, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage and demand, and meter read cycle. This database will be updated at least quarterly. Accordingly, the Retail Electric Generation Provider will develop a process to be implemented that will be able to accommodate at a minimum Members who (i) leave the program due to relocation, opting out, etc. (ii) decide to enter the Program; (iii) relocate within the Village, and (iv) move into the Village and desire to enter the Program. This database shall also be capable of eliminating PIPP customers from the Program, should that be necessary, and those who have opted out. The Retail Electric Generation Provider will use this database to perform bill audits for clerical and mathematical accuracy of Member bills.

3. Member Education: The Retail Electric Generation Provider will develop, with the assistance of the Village, an educational program that generally explains the Aggregation Program to Members, provides updates and disclosures mandated by Ohio law and PUCO rules, and implements a process to deal with allowing any person enrolled in the Aggregation Program the opportunity to opt out of the program at least every three years, without paying a switching fee to the Village or the Provider. See Appendix A for a detailed description of the Education Process.

4. Customer Service: The Retail Electric Generation Provider will develop and administer a customer service process, that at a minimum will be able to accommodate (i) Member inquiries and complaints about billing; and (ii) answer questions regarding the program in general. This process will include at a minimum a description of how telephone inquiries will be handled, either internally or externally, how invoices will be prepared, how remittance of payment will be dealt with, and how collections for delinquent accounts will be addressed. See Appendix B for a detailed description of the Customer Service Plan.

5. Billing: Loudonville will use the Retail Electric Generation Provider, or its designated agent, to provide billing services to each Member for the Competitive Retail Electric Services, with no additional administrative fee. At this time, Ohio Edison will render the billing statement, which should be consistent with all applicable guidelines issued by the PUCO. As this market develops, Loudonville may, at its option and in consultation with the Provider, change this function to the Retail Electric Generation Provider or a billing agency.

6. Compliance Process: The Retail Electric Generation Provider will develop internal controls and processes to ensure that the Village remains in good standing as a Government Aggregator that complies with all laws, rules and regulations surrounding the same, as they may be amended from time to time. It will be the Retail Electric Generation Provider's responsibility to deliver periodic reports that will include at a minimum (i) the number of Members participating in the Program; and (ii) a savings estimate or increase from the

previous year's baseline. The Retail Electric Generation Provider will also develop a process to monitor and provide notification of any changes in laws, rules or regulations.

7. Notification to Ohio Edison: The Village's OE consumers that do not opt-out of the Village's Aggregation Group will be enrolled automatically in the Aggregation Program. Participants in the Village's Aggregation Group will not be asked to take other affirmative steps in order to be included in the Group. To the extent that OE requires notification of participation, the Village will coordinate with its Provider to provide such notice to OE. The Provider will inform OE of any individuals who may have been permitted to join the Aggregation Group after the expiration of the enrollment period.

B. Power Supply Agreement

The Power Supply Agreement will provide for the Provider to serve the Village's Government Aggregation Group. Under the Agreement, the term for power supply to Members will be for nine years from the beginning of service.

C. Loudonville's Retail Electric Generation Provider - FirstEnergy Solutions, Inc. (FES)

FES satisfies each of the following requirements:

- Has sufficient sources of power to provide retail firm power to the residents of Loudonville.
- Is a licensed Federal Power Marketer with the Federal Energy Regulatory Commission.
- Is certified as a CRES by the PUCO.
- Is registered as a generation supplier with OE.
- Has a Service Agreement for Network Integration Transmission Service under FirstEnergy's Open Access Transmission Tariff.
- Has a Service Agreement under FirstEnergy's Market-based Rate Tariff.
- Has the corporate structure to sell retail firm power to the OE customers in the Village.
- Its Electronic Data Interchange computer network is fully functional and capable of handling the OE retail electric customers in Loudonville.
- Has the marketing ability to reach all OE retail electric customers to educate them on the Village's Aggregation Program.
- Has a call center capable of handling the Village's Aggregation Group customer calls.
- Has a toll-free number as required by the PUCO for customer service and complaints related to the Village's aggregation program.
- Will hold the Village financially harmless from any financial obligations arising from supplying power to the OE retail electric customers in the Village.
- Satisfies the State of Ohio's, FirstEnergy's and the Village's credit requirements.
- Will execute the Power Supply Agreement.
- Will assist the Village in filing the annual reports required by the PUCO and Section 4805.10(A), Section 4911.18(A) and Section 4928.06(F) of the Ohio Revised Code.
- Will assist the Village in developing a Consumer Education Plan.

D. Activation of Service

After a notice is sent out to all electric customers in the Village providing 21 days to opt out of the Program, all customers who do not opt out will be automatically enrolled in the Program. Generation service activation will occur thereafter without consumer action beginning on the customer's normal meter read date within the month when power deliveries begin under the Aggregation Program.

E. Changes, Extension or Renewal of Service

The current Agreement for power supply service with FES will provide service for nine years beginning upon activation of service. If the Agreement is extended or renewed, Members will be notified as required by law and the rules of the PUCO as to any change in rates or service conditions. At least every three years all OE customers in the Village will be given an opportunity to opt into or out of the Program, and reasonable notice will be provided as required by law and PUCO rules. Participants will also be notified of their right to select an alternate generation supplier and of their ability to return to OE's Standard Service Offer.

F. Termination of Service

In the event that the Power Supply Agreement is terminated prior to the end of the term, each individual Member of the Aggregation Group will receive written notification of the termination of the Program at least sixty (60) days prior to termination of service. If the Agreement is not extended or renewed, Members will be notified as required by law and the CRES rules of the PUCO in advance of the end of service. Members will also be notified of their right to select an alternate generation supplier and of their ability to return to OE's Standard Service Offer upon termination.

G. Opt-In Procedures

OE customers will be automatically enrolled in the Program after a 21 day opt out period, unless they return the form to be provided, notifying the Provider that they do not want to participate. OE consumers in the Village may request to join the Aggregation Group after the expiration of the enrollment period by contacting the Provider, who shall determine whether to accept them into the Program, and at what rate, subject to written policies mutually agreed upon by the Village and the Provider. The agreed upon policy shall be consistent with OE's service activation requirements. Aggregation Group participants who move from one location to another within the corporate limits of the Village shall retain their participant status.

H. Opt-out Procedures

OE consumers may opt-out of the Village's Aggregation Group at any time during the opt-out period without additional fees charged by the Provider or the Village. Aggregation Group participants who switch to a different generation supplier after the expiration of the Opt-out period will be allowed to do so in correlation with the consumer's next scheduled meter read date but will be charged a switching fee (\$25 for Residential and \$50 for Small Commercial) to be billed on their final bill from the Provider. Switching to a different generation supplier on the next meter read date, however, will occur when the next meter read date is twelve (12) business days or more from the date of the consumer's notice of intent to opt-out of the Aggregation Group. Notification of intent to opt-out of the Aggregation

Group may be made by contacting the Provider by telephone or in writing. Consumers who opt-out of the Aggregation Group will default to OE's Standard Service Offer, until the consumer selects an alternate generation supplier.

I. Rates

February 2012 – February 2021*:

Rate RS – Standard Residential Rate	Rate GS – General Secondary to 399 KWd
2012 – 6% Discount	2012 – 4% Discount
2013 – 6% Discount	2013 – 4% Discount
2014 – 6% Discount	2014 – 4% Discount
2015 – 6% Discount	2015 – 4% Discount
2016 – 6% Discount	2016 – 4% Discount
2017 – 6% Discount	2017 – 4% Discount
2018 – 6% Discount	2018 – 4% Discount
2019 – 6% Discount	2019 – 4% Discount
2020 – 6% Discount	2020 – 4% Discount
Thru February 2021 – 6% Discount	Thru February 2021 – 4% Discount

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 discounts in either plan selected 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 generation, generation related and transmission charge (Rider Gen) as set forth in the EDU's applicable tariff. FES reserves the right to terminate service and return members to standard offer service for the period June 2011 – February 2021 if the EDU standard service offer pricing and or tariff structure is modified. As described above, no discount will be given on transmission and ancillary services if they are identified in a separate tariff approved by the PUCO.**

J. Universal Service and Low Income Customer Assistance

The Ohio Department of Development (ODOD), under the electric restructuring law, will provide one-stop shopping for low-income assistance programs. There are five low-income assistance programs: 1) Percentage of Income Payment Plan (PIPP); 2) the Home Energy Assistance Program; 3) the Home Weatherization Assistance Program; 4) the Ohio Energy Credit Program; and 5) the Targeted Energy Efficiency and Weatherization Program. Ohio law allows the Director of the Ohio Department of Development to aggregate consumers that participate in PIPP and to competitively auction the generation supply for PIPP customers. Accordingly, PIPP customers may be included in the State's PIPP customer aggregation. To the extent permitted by Ohio law and the PUCO, PIPP customers will be included in the Village's aggregation unless they choose to opt out.

V. MISCELLANEOUS GOVERNANCE GUIDELINES

- A. Village Council shall approve through Resolution or Ordinance the Plan of Operation and Governance for the Aggregation program and any Amendments thereto.
- B. The Village shall contract with only Retail Electric Generation Providers certified by the Public Utilities Commission of Ohio for the provision of Competitive Retail Electric Service to the Aggregation Program Members.
- C. The Village will require any Provider to disclose any subcontractors that it uses in fulfillment of the services described above.
- D. The Village will require the Provider to maintain either a toll free telephone number, or a telephone number that is local to Village residents who are Members.

VI. LIABILITY

THE VILLAGE SHALL NOT BE LIABLE TO PARTICIPANTS IN THE AGGREGATION GROUP FOR ANY CLAIMS, HOWEVER STYLED, ARISING OUT OF THE AGGREGATION PROGRAM OR THE PROVISION OF AGGREGATION SERVICES BY THE VILLAGE OR THE PROVIDER. PARTICIPANTS IN THE AGGREGATION GROUP SHALL ASSERT ANY SUCH CLAIMS SOLELY AGAINST THE PROVIDER PURSUANT TO THE POWER SUPPLY AGREEMENT, UNDER WHICH SUCH PARTICIPANTS ARE EXPRESS THIRD-PARTY BENEFICIARIES.

VII. INFORMATION AND COMPLAINT NUMBERS

Copies of this Plan are available from the Village of Loudonville free of charge. Call the Village Office at 419-994-3214 for a copy or for more information.

Any electric customer, including any participant in the Village's Aggregation Program, may contact the Public Utilities Commission of Ohio (PUCO) for information, or to make a complaint against the Program, the Provider or OE. The PUCO may be reached toll free at 1-800-686-7826.

Appendix A -- Education Process

The Provider will develop the educational program in conjunction with the Village. Its purpose will be to explain the aggregation program to its members, provide updates and disclosures as mandated by State law and the rules of the PUCO, and provide the opportunity for the members to opt out of the program. The following are the program components:

1. Each residence within the limits of the Village will receive via U.S. Mail notification of: what government aggregation means, their membership in the government aggregation program, the procedure which must be followed in order to opt out of the program, the price that they can expect to receive as a member of the program, and the deadline for returning the opt out form. See the attached letter.
2. The Provider will work with the Village to provide opportunities for educating residents in the Village about the Program and consumer rights under the law, PUCO rules and this Program. In addition, the Provider and Village will work to provide education about and other opportunities for energy efficiency measures to help consumers reduce energy consumption.
3. The Provider will provide updates and disclosures as mandated by State law and rules of the PUCO.
4. The opt-out opportunity will be provided to the members of the program at least every three years. Should conditions, suppliers, price, or any other component of the program change within the three-year period, participants will be given a notice of their opportunity to opt out of, or into the program.

January XX, 2012

Dear Village of Loudonville Resident,

The Village of Loudonville is providing you the opportunity to join other residents to save money on the electricity you use. Savings are possible through governmental aggregation, where Village officials bring together citizens to gain group buying power for the purchase of electricity from a retail electric generation provider certified by the Public Utilities Commission of Ohio. The Village of Loudonville voters approved this program in November 2011.

After researching competitive electricity pricing options for you, we have chosen FirstEnergy Solutions Corp., a subsidiary of FirstEnergy Corp., to provide you with savings on your electric generation through February 2015. There is no cost for enrollment and you will not be charged a switching fee. You do not need to do anything to participate.

As a member of this aggregation, you are guaranteed to save 6 percent off your Price to Compare. Your Price to Compare is essentially the price you pay for electric generation from the utility and consists of generation and transmission related components, which are the costs associated with generating the power and delivering it through the transmission system.

To estimate what your savings per kilowatt-hour (KWH) will be through this program, locate your Price to Compare on your electric bill. Divide your Price to Compare by 100, then multiply by 0.06 (6%) to determine your savings per KWH. Multiply that number by your total monthly usage. The final number is how much you can expect to save each month you use the same amount of electricity.

You will see your electric savings from FirstEnergy Solutions after your enrollment has been completed and your switch has been finalized – approximately 30 - 45 days, depending upon your meter read date. Of course, you are not obligated to participate in the Village of Loudonville's electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local electric utility – Ohio Edison– you have until February XX, 2012 to return the attached "opt-out" form. If you do not opt out at this time, you will receive a notice at least every three years asking if you wish to remain in the program. If you leave the program at any other time, you could be subject to a \$25 cancellation fee from FirstEnergy Solutions – and you might not be served under the same rates, terms and conditions that apply to other customers served by Ohio Edison.

After you become a participant in this governmental aggregation program, Ohio Edison will send you a letter confirming your selection of FirstEnergy Solutions as your electric generation provider. As required by law, this letter will inform you of your option to cancel your contract with FirstEnergy Solutions within seven days of its postmark. To remain in the Village's governmental aggregation program, you don't need to take any action when this letter arrives.

Ohio Edison will continue to maintain the system that delivers power to your home – no new poles or wires will be built by FirstEnergy Solutions. You will continue to receive a single, easy-to-read bill from your local electric utility with your FirstEnergy Solutions charges included. The only thing you'll notice is savings.

If you have any questions, please call FirstEnergy Solutions toll-free at 1-866-636-3749, Monday through Friday, 8 a.m. to 5 p.m. Please do not call the Village of Loudonville with aggregation program questions.

Sincerely,

Village of Loudonville

P.S. To receive these savings, **you should not respond**. Return the opt-out form only if you do not want to participate in the Village's electric governmental aggregation program.

Option 1: Do nothing and save.
If you want to participate in this program and save, you do not need to return this form. Your enrollment is automatic.

OR

Option 2: Opt out by returning this form.
If you do not want to participate in this program, you must return this form before the due date.

By returning this signed form, you will be EXCLUDED from the opportunity to join with other residents in the Village of Loudonville's Electric Governmental Aggregation Program.

☐

I wish to opt out of the Village of Loudonville Electric Governmental Aggregation Program.

(Check box to opt out.)

Service address (City, state and zip): _____

Phone number: _____

Account holder's signature: _____ Date: _____

**Mail by February XX, 2012 to Loudonville Electric Governmental Aggregation Program,
341 White Pond Drive, Bldg. B-3, Akron, Ohio 44320**

Appendix B --- Customer Service Plan

A. Member Access:

1. FES shall ensure Members reasonable access to its service representatives to make inquiries and complaints, discuss charges on Member bills, and transact any other business.
2. Telephone access shall be toll free and afford Members prompt answer times during normal business hours, as follows:

**FirstEnergy Solutions Corp.
341 White Pond Dr., Bldg B-3
Akron, Ohio 44320
Toll-free telephone number: 1-866-636-3749
Hours: M-F, 8:00 a.m. - 5:00 p.m.**

3. FES shall provide a 24-hour automated telephone message instructing callers to report any service interruptions or electrical emergencies to Ohio Edison.

B. Member Complaints:

1. FES shall investigate Member complaints (including Member complaints referred by Ohio Edison) and provide a status report within five calendar days following receipt of the complaint to:
 - a. The consumer, when the complaint is made directly to FES; or
 - b. The consumer and The Public Utilities Commission of Ohio Staff ("Commission Staff"), when a complaint is referred to FES by the Commission Staff.
2. If an investigation is not completed within 14 calendar days, FES shall provide status reports to the consumer and the Village, or if applicable, to the consumer, the Village and the Commission Staff. Such status reports shall be provided at five-day intervals until the investigation is complete, unless the action that must be taken will require more than five days and the Member has been so notified.
3. FES shall inform the consumer, or the consumer, the Village and Commission Staff, of the results of the investigation, orally or in writing, no later than five calendar days after completion of the investigation. The consumer, the Village, or Commission Staff may request the report in writing.
4. If a residential consumer disputes the FES report, FES shall inform the consumer that the Commission Staff is available to help resolve informal complaints. FES shall provide the consumer with the current address, local/toll free telephone numbers, and TDD/TTY telephone numbers of the Commission's consumer services department.

5. FES shall retain records of Member complaints, investigations, and complaint resolutions for one year after the occurrence of such complaints, and shall provide such records to the commission staff within five calendar days of request.

6. FES shall make good faith efforts to resolve disputes.

C. Member Billing and Payments

1. FES shall arrange for Ohio Edison or its agent to bill Members for such services according to a tariff approved by the commission. Residential Member bills issued by or for FES shall be accurate and understandable, be rendered at intervals consistent with those of Ohio Edison, and contain sufficient information for Members to compute and compare the total cost of competitive retail electric service (s). Such bills shall also include:

- a. The Member's name, billing address, service address, the Member's EDU account number, and if applicable, FES account number;
- b. The dates of service covered by the bill, an itemization of each type of competitive service covered by the bill, any related billing components, the charge for each type of service, and any other information the Member would need to recalculate the bill for accuracy;
- c. The applicable billing determinants, including beginning meter reading, ending meter reading(s), demand meter reading(s), multipliers, consumption(s), and demands;
- d. For Member-generators with net metering contracts, a statement of the net metered generation;
- e. The unit price per kWh charged for competitive service, as calculated by dividing current-period competitive service charges by the current-period consumption;
- f. An identification of the provider of each service appearing on the bill;
- g. The amount billed for the current period, any unpaid amounts due from previous periods, any payments or credits applied to the Member's account during the current period, any late payment charges or gross and net charges, if applicable, and the total amount due and payable.

2. The due date for payment to keep the account current. Such due date shall be no less than:

- a. Fourteen days after the postmark date on the bill for residential Member; and Twenty-one days after the postmark date on the bill for nonresidential Members;
- b. Current balance of the account, if a residential Member is billed according to a budget plan;
- c. Options and instructions on how Members may make their payments;
- d. For each provider whose charges appear on the bill, a listing of the provider's toll-free telephone number and address for Member billing questions or complaints;
- e. A listing of the toll-free consumer assistance telephone numbers and available hours for applicable state agencies, such as the commission, the Ohio Consumers' Counsel, and the Ohio Attorney General's office;

- f. The Ohio Edison 24-hour local/toll-free telephone number for reporting service emergencies;
 - g. Identification of estimated bills or bills not based upon actual end-of-period meter readings for the period; and
 - h. An explanation of any codes and abbreviations used.
3. If applicable, FES will, upon request, provide Members with the name and street address/location of the nearest payment center and/or authorized payment agent.
4. If applicable, when a Member pays the bill at a payment center or to an authorized payment agent, such payment shall be credited to the Member's account as of the day such payment center or agent receives it.
5. The Village and FES shall establish policies and procedures for handling billing disputes and requests for payment arrangements.

D. Collections for delinquent accounts:

1. Collections for delinquent accounts shall be the responsibility of FES or its agent.
2. The Village shall approve the Collections process utilized by FES.
3. Failure of Members to pay charges for Competitive Retail Electric Services may result in loss of those products and service; and
4. Failure to pay charges for Competitive Retail Electric Services may result in cancellation of the Member's contract with FES, and return the Member to Ohio Edison's Standard Offer.

Ordinance No. 86-2011

AN ORDINANCE ADOPTING THE PLAN OF OPERATION AND GOVERNANCE FOR THE ELECTRICITY AGGREGATION PROGRAM FOR THE VILLAGE OF LOUDONVILLE WITH FIRSTENERGY SOLUTIONS, AND DECLARING AN EMERGENCY.

WHEREAS, Pursuant to Amended Substitute Senate Bill 3 and the vote of the Village's electors at the election in November 2011, the Village of Loudonville had determined to provide for its residents an Electric Power Aggregation Plan under which the Village would act as the purchasing agent to make available electric power at reduced rates on an opt-out basis; and

WHEREAS, The Village has prepared Electric Power Aggregation Plan of Operation and Governance which is on file with the Clerk of Council, and has held two public hearings on the Plan of Operation and Governance on December 5, 2011.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Loudonville, State of Ohio, that:

SECTION 1. This Council hereby adopts and approves an Electric Power Aggregation Plan of Operation and Governance known as the "Village of Loudonville Electric Power Aggregation Plan of Operation and Governance," dated December 5, 2011, a copy of which is on file with the Clerk of Council and which is incorporated herein by reference as if fully rewritten herein.

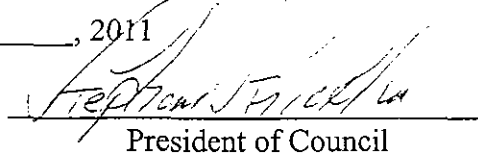
SECTION 2. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the Village of Loudonville.

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

SECTION 4. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, convenience and welfare of the Village of Loudonville and the inhabitants thereof, for the further reason that this Ordinance is required to be immediately effective in order to maximize the potential benefits of the aggregation program for the electricity consumers in the Village, and provided it receives the necessary votes required by the Village Charter, shall be in full force and effect from and after its passage and approval; otherwise to be in full force and effect from and after the earliest period allowed by law.


Clerk of Council

Passed 12-5, 2011


President of Council

Approved 12/5, 2011


Mayor

Master Agreement To Provide Services

To An Aggregated Group

Between,

Village of Loudonville, Ohio

And

FirstEnergy Solutions, Corp.

This Master Agreement To Provide Services ("Agreement"), is entered into as of this 5th day of, December 2011, ("Effective Date") by and between Village of Loudonville, Ashland County, Ohio ("Village of Loudonville" 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, "Parties").

RECITALS

A. FES is certified by the Public Utilities Commission of Ohio ("PUCO") as a Competitive Retail Electric Service ("CRES") Provider to sell competitive retail electric service to customers in the State of Ohio utilizing the existing transmission and distribution systems.

B. FES (directly or through its affiliates) is an energy services provider with extensive experience in the provision of a broad range of energy related services.

C. FES sells competitive retail electric service and related services to inhabitants of municipal corporations, boards of township trustees, or boards of county commissioners acting as governmental aggregators for the provision of competitive retail electric service ("Governmental Aggregators") under authority conferred under Section 4928.20 of the Ohio Revised Code.

D. Both parties have the corporate, governmental and/or other legal capacity(s), authority(s) and power(s) to execute and deliver this Agreement and related agreements and to perform its obligations hereunder.

E. The Governmental Aggregator has been or will be certified by the PUCO as a governmental aggregator pursuant to Chapter 4901:1-24-01, et. seq. OAC. FES is under no obligation to provide CRES Service until Governmental Aggregator has been certified by the PUCO.

F. The Governmental Aggregator has established or desires to establish a program whereby the Governmental Aggregator may arrange for the provision of competitive retail electric service to its residential and commercial inhabitants that do not opt-out of or otherwise elect not to participate in the program ("Aggregation Program").

G. By this Agreement, Village of Loudonville and FES desire to enter into a mutually beneficial energy and services provisions relationship whereby FES shall provide competitive retail electric service ("CRES Service") and related administrative services ("Administrative Services") necessary to fulfill the obligations of this Agreement.

H. FES is willing to offer to Village of Loudonville a one-time grant in 2011 as consideration for the Village's agreement to participate in the *Powering Our Communities* program, for the term of the Master Agreement as provided in Attachment A;

I. The Village desires to enter into this Agreement with FES to provide energy and energy-related services to members through Government Aggregation under the *Powering Our Communities* program;

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE 1

General Requirements

1.1 Governmental Aggregator Obligations and Authority.

- 1.1.1 The Governmental Aggregator, shall: (1) take all necessary action to become certified by the PUCO as a Governmental Aggregator following voter approval of an electric aggregation ballot question in the November 8, 2011 election, and to become so certified, and enact the appropriate legislation necessary to fulfill its role of Certified Governmental Aggregator; (2) establish an Aggregation Program available to those inhabitants, within the municipal boundaries, that the Governmental Aggregator, together with FES, have determined will be provided the opportunity to participate ("Eligible Customers"), which responsibility will be that of FES; (3) FES will mail out the required enrollment and opt-out notices, which responsibility may be contracted for with FES; and (4) authorize FES to contract for competitive retail electric service with those Eligible Customers that do not opt-out of the Aggregation Program, rescind their switch to FES as part of their enrollment in the Aggregation Program, otherwise terminate their participation in the Aggregation Program or CRES Service from FES, or have their participation terminated by the Governmental Aggregator, or their CRES Service

terminated by FES or the Electric Distribution Utility (EDU), or otherwise ("Aggregation Program Member" or "Member"), including without limitation the right to collect upon past due bills and balances.

1.1.2 The Governmental Aggregator shall, on a best efforts basis and in a timely manner, forward to FES all notices from the EDU concerning Member accounts served pursuant to this Agreement, including but not limited to verbal or written notices regarding transition costs, changes in the terms and conditions of tariffs, rates or riders, and notices concerning the operation and reliability of the EDU's system.

1.1.3 Governmental Aggregator has the authority to designate, and has designated FES as its CRES Services provider.

1.2 FES Obligations.

1.2.1 FES shall provide a firm supply of electric power (subject to the terms of the appropriate transmission and/or distribution tariffs) sufficient to serve the total electric generation needs of the Commercial and Residential Aggregation Program Members ("Electricity Supply"). FES shall arrange for the delivery of Electricity Supply in accordance with the requirements of the Member's EDU and/or Independent System Operator ("ISO")/Regional Transmission Organization ("RTO") according to the rules, regulations, and tariffs governing Electricity Supply from an alternative supplier. . These requirements may include electric energy, ancillary services, capacity, network transmission, losses, scheduling, unaccounted for energy, ISO/ EDU administration fees, and green power requirements. Notwithstanding the foregoing, FES is not responsible for

the performance or failure to perform of the provider of such transmission, distribution, or ancillary services, or the consequences of such performance or failure to perform.

1.2.2 FES shall determine at its sole discretion, whether and at what rate and on what terms to accept into the Aggregation Program those customers who wish to join the Aggregation Program after the expiration of the opt-out period.

1.2.3 FES shall be responsible for all acts necessary for FES to perform its obligations hereunder, including but not limited to the scheduling of delivery of CRES Services hereunder.

1.2.4 FES shall provide Aggregation Program Members with the environmental disclosure data and other data it is required to provide, if any, to comply with the rules of the PUCO.

1.3 Term. The term of the Master Agreement shall be for the term identified in the Attachment A, subject nonetheless to the provisions of Article 2. Notwithstanding the foregoing, Members shall have the right to opt-out of the Aggregation Program at least every three years. CRES Service to individual Members will commence with the initial flow of electric generation service provided by FES to that specific Member under the terms of the Electric Service and Supply Contract included with the opt-out notifications, and continue through July 2020 unless the Member opts-out of the Aggregation Program, or unless the Electric Service and Supply Contract is otherwise terminated, or this Agreement is terminated as provided in Section 1.4, below.

- 1.4 Interaction Between Termination Dates of This Agreement and Member Electric Service and Supply Contracts. Members initially enrolled in the Aggregation Program shall receive CRES Services at the rate set forth in the Electric Services and Supply Contract. If this Agreement remains in force until March 2021, then individual Member Electric Service and Supply Contracts will remain in force for this same period even if the Agreement expires and is not renewed prior thereto, unless the Member Electric Service and Supply Contract is terminated for another reason. If this Agreement is terminated prior to July 2020 due to a regulatory issue, then individual Member Electric Service and Supply Contracts will terminate early and the Members will be returned to EDU standard offer service in accord with the standard switching rules and applicable notices. If this Agreement is terminated due to the material breach of the Agreement, the Members' Electric Service and Supply Contracts will be terminated and the Members may choose another CRES Supplier or will be returned to EDU generation service in accord with the standard switching rules and applicable notices. These termination and/or contract term provisions set forth in this paragraph 1.4 shall apply and have force notwithstanding any conflicting termination and/or contract term provisions set forth in any Electric Services and Supply Contract or replacements thereof as between FES and Aggregation Program Members. Program Members are responsible for arranging for their supply of electricity upon expiration of this Agreement. If this Agreement is terminated prior to the end of the term, if Member has not selected another supplier, Member will be returned to the EDU.
- 1.5 Future Pricing. Pricing for CRES Service following the termination of this Agreement shall be determined by mutual agreement of the parties.

- 1.6 Governmental Aggregator Does Not Assume Credit Risk. As between the Governmental Aggregator and FES, FES shall be responsible for the risk of non-payment by any Member of the Aggregation Program.
- 1.7 Customer Data and Load Forecast Information. FES and Governmental Aggregator shall cooperate to obtain the consent of Members to obtain all available customer data and historical load and load forecast information, related to the Member's load and consumption, from any entity in possession of such data. Additional costs for Member(s) that are interval metered shall be borne by the Member(s).
- 1.8 Term of Enrollment. Members shall remain enrolled in the Aggregation Program until the Member exercises the right to opt-out, set forth in paragraph 1.3 herein, or they otherwise terminate their participation in the Aggregation Program, their participation in the Aggregation Program is terminated by the Governmental Aggregator, their CRES Service is terminated by FES or the EDU, or their electric service is terminated by the EDU or until this Aggregation Program is terminated, whichever occurs first. The Member(s) right to opt-out shall be determined based on paragraphs 1.3 and 1.4 herein.
- 1.9 Service Inquiries and Service Notices to Aggregation Group Members. Members may direct inquiries regarding this Agreement, and CRES Services provided hereunder, and any electric generation supply or billing questions, to FES at the address and phone number provided in Section 11.1, which address and phone number shall be provided in communications with Members regarding the Aggregation Program. Members should direct inquiries to concerning EDU related emergency, power outage, wire or service

maintenance, metering, EDU service billing or other similar EDU related concerns to the EDU.

- 1.10 Subcontracting. FES may subcontract the performance of its obligations under this Agreement. However, no subcontract shall relieve FES of any of its obligations and/or liabilities under this Agreement. FES shall be responsible for all payments and obligations as between FES and subcontractors, and Governmental Aggregator shall not be responsible for payments to any such subcontractor.

ARTICLE 2

Term, Termination, Succession, Assignment

- 2.1 Effective Date of Agreement and Termination. This Agreement shall commence on the Effective Date. This Agreement may be terminated prior to the initial Term, in compliance with this Agreement's provisions, if: (1) the Governmental Aggregator does not enact legislation authorizing the Aggregation Program, or does not receive or fails to maintain PUCO Certification; (2) the November 2011 ballot issue is rejected by the electors, (3) either Party is in material breach of this Agreement; (4) FES fails to maintain its PUCO Certification; or (5) any of the situations described in paragraphs 2.2 or 2.3 occur and Parties are unable to mutually negotiate modification(s) to the Agreement so that the adversely-affected Party may be restored to a reasonably similar economic position that the adversely-affected Party would have been in but for the occurrence of the events set forth in paragraphs 2.2 or 2.3. This Agreement shall terminate upon the expiration of this Agreement's Term. This Agreement may be renewed by mutual agreement for a term agreed upon by the Parties.

2.2 Regulatory Contingencies.

(a) Regulatory Events. The following will constitute a "Regulatory Event" governing the rights and obligations of the Parties under this Agreement:

(i) Illegality. If, due to the issuance of an order, or adoption of, or change in, any applicable law, rule, or regulation, or in the interpretation of any applicable law, rule, or regulation, by any judicial, regulatory, administrative or government authority with competent jurisdiction, it becomes unlawful for a Party to perform any obligation under this Agreement.

(ii) Adverse Government Action. If (A) any regulatory agency or court having competent jurisdiction over this Agreement requires a change to the terms of the Agreement that materially adversely affects a Party(s), or (B) any regulatory or court action adversely and materially impacts a Party's ability to perform or otherwise provide Services pursuant to this Agreement.

(iii) New Taxes. If any ad valorem, property, occupation, severance, transmission, distribution, generation, first use, conservation, Btu or energy, transmission, utility, gross receipts, privilege, sales, use, consumption, excise, lease, or transaction taxes or any other governmental charges, licenses, fees or assessments (other than such charges based on net income or net worth), or increases in such charges, or an application of such charges to a new or different class of parties, is levied or enacted and effective after the Effective Date of the this Agreement .

(b) Notice, Negotiation, and Early Termination. Upon the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. The Parties will mutually attempt to negotiate modification(s) to the Agreement so that the adversely-affected Party may be restored to a reasonably similar economic position that the adversely-affected Party would have been in but for the occurrence of the Regulatory Event. If the Parties are unable, within thirty (30) days of entering into negotiations, to agree upon modification(s) to this Agreement, the adversely affected Party shall have the right, upon sixty (60) days notice, to terminate this Agreement and close out its obligations hereunder.

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.

2.4 Termination Notices. In the event of termination hereunder, the terminating party shall exercise its best efforts to communicate to the non-terminating party the upcoming possibility of termination. In the event that this Agreement is terminated prior to the end of the term, each individual Member of the Aggregation Program will be provided written notification from the terminating party of the termination of the Agreement at least sixty (60) days prior to termination, or as set forth in the governance plan, and in compliance with other regulatory or legal requirements and Members will also be notified of their right to return to the EDU or to select an alternate generation supplier. All other notification(s) shall be in accordance with PUCO requirements.

2.5 Non-Assignability. This Agreement shall not be transferred or assigned by either Party without the express written authorization of the non-assigning Party, which authorization shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of any permitted successors and assigns, to the extent permitted by law.

2.6 Termination Obligations. Termination of this Agreement shall not relieve either Party of the obligation(s) to pay amounts owed for actual performance of obligations rendered prior to the termination of this Agreement.

ARTICLE 3

Energy Scheduling, Transmission, Pricing and Delivery

- 3.1 **Scheduling, Transmission and Delivery of Power.** FES shall schedule energy as required by the transmission supplier and the EDU and shall arrange for transmission and distribution service to Members. FES will arrange for necessary electric distribution and transmission rights for delivery of such electricity at levels of firmness as necessary to provide the CRES Services hereunder and subject to the understanding that FES has an obligation to make firm deliveries to Members as set forth in Paragraph 1.2.1. Delivery of firm energy shall not be curtailed or interrupted by FES except pursuant to Article 2 or Article 7 of this Agreement. FES does not take responsibility for any delivery of services supplied by the EDU or transmission supplier, or for the consequences of the failure to provide such services.
- 3.2 **Activation of Service.** CRES Service to a Member will commence after the Member has been enrolled by FES and the Member has been switched by the EDU to FES on the Member's regularly scheduled meter read date in accordance with the standard switching rules, all as set forth in the Electric Service and Supply Contract(s).
- 3.3 **Failure of Delivery.** In the event that FES fails to deliver to the Member(s) electric generation sufficient to meet the needs of Member(s) as set forth herein and FES' failure is not due to a Force Majeure Event as defined hereunder, FES shall at its own expense procure replacement CRES Services, including replacement energy, to meet the needs of Member(s) without any increase in any rates, charges, or fees to Members and/or

Governmental Aggregator. IN THE EVENT OF FES'S FAILURE TO PERFORM DUE TO A NON-FORCE MAJEURE EVENT, FES' OBLIGATION TO SUPPLY REPLACEMENT ENERGY AT THE AGGREGATION PROGRAM RATES SHALL BE THE MEMBER(S)'/GOVERNMENTAL AGGREGATOR'S SOLE REMEDY FOR FES' FAILURE TO DELIVER ENERGY PURSUANT TO THE TERMS OF THIS AGREEMENT AND THE MEMBER'S ELECTRIC SERVICE AND SUPPLY CONTRACT(S).

ARTICLE 4

Metering, Billing, and Payments

- 4.1 **Additional Equipment.** If additional metering or monitoring equipment is required by the EDU, such metering or monitoring equipment shall be installed at the Aggregation Program Member's sole expense and each Party shall cooperate as necessary with installation of additional metering or monitoring equipment.
- 4.2 **Additional Costs.** In addition to the Generation Charge described in the Pricing Schedule to Attachment A to Master Agreement, FES will charge Member for any and all fees, costs, and obligations imposed by a Regional Transmission Organization ("RTO"), such as the Midwest ISO, that are not otherwise reimbursed by the EDU to FES, regardless of whether such charges are greater than, less than, or equal to the charges Member currently pays for these services to the EDU ("Transmission and Ancillary Charges"). FES will pass these Transmission and Ancillary Charges, which may be variable, through to the Member and Member will receive no discount or percent-off of these Transmission and Ancillary Charges. Such pass through includes without limitation the cost of any capacity requirement imposed on FES by an ISO or RTO. No additional taxes, duties, fees or charges levied against FES by any governmental or regulatory entity or passed

through to FES by capacity or energy suppliers, except as explicitly included in the Pricing Schedule to Attachment A to Master Agreement or as specifically allowed herein, shall be passed through by FES to the Governmental Aggregator or Members.

4.3 Switching Fee. Should the EDU charge FES a switching fee, FES will pay the switching fee on behalf of the Members.

4.4 Billing. Billing shall be provided by the EDU under a consolidated billing format pursuant to the EDUs tariff provisions and PUCO rules applicable to the Member(s). FES retains the right to assess late payment fees on, or terminate service to, any Member that fails to pay amounts due within the specified time period for said payments in accord with the EDU's tariff and PUCO regulations.

ARTICLE 5

Aggregation Program Development and Administrative Services

5.1 Program Development Administrative Services. The Governmental Aggregator has selected FES to perform certain Aggregation Program development and administrative services, as described in Attachment A hereto ("Pricing and Other Conditions to Retail Generation Service Offer"), in addition to the CRES Service set forth in Attachment A hereto. These Administrative Services are specifically incorporated herein and made a part hereof.

ARTICLE 6

Default and Remedies

- 6.1 **Default.** Any Party failing to comply with any material terms or conditions of this Agreement which non-compliance is not excused as a Force Majeure Event, as described in Article 7 herein, shall be in Default of this Agreement.
- 6.2 **Notice and Remedies.** Subject to other provisions of this Agreement, if a party believes that the other party is in material breach of this Agreement, the party claiming breach shall give notice in writing to the offending party believed to be in breach detailing the alleged violations and requesting specific relief that is in accord with the terms and conditions of this Agreement. The party receiving the notice of violation shall respond in writing within five ("5") business days of receipt affirming or denying the alleged violation(s) and detailing how any such breach of this Agreement will be cured. If the party claiming breach is not satisfied that an alleged breach(s) of this Agreement has been cured within twenty-five ("25") business days from the notice of breach hereunder, the party claiming breach shall be free to seek legal redress and take such other actions, including termination, as it sees fit, without prejudice to any rights and remedies of the non-defaulting Party and any other remedies that a Party may have under the law or this Agreement.

ARTICLE 7

Force Majeure

- 7.1 **Excused Failure to Comply.** Neither Party shall be considered to be in default in the performance of its obligations under this Agreement, if its failure to perform results directly or indirectly from a Force Majeure Event. Despite its commercially reasonable efforts, if the Party is unable, wholly or in part, to meet its obligations under this

Agreement due to a Force Majeure Event, the obligations of each Party, other than the obligation to make payments due for performance rendered hereunder, so far as they are affected by such Force Majeure Event, shall be suspended during such Force Majeure period. The Party claiming excuse due to a Force Majeure event shall exercise commercially reasonable efforts and due diligence to remove the inability to perform as soon as reasonably possible so that the affected period shall be no longer than that necessarily affected by the Force Majeure event and shall exercise commercially reasonable efforts and due diligence to mitigate the effects of the Force Majeure event. Nothing contained in this section shall be construed as requiring a Party to settle any strike or labor dispute in which it may be involved.

- 7.2 Force Majeure Event. For purposes of this Agreement, a Force Majeure Event shall mean any non-economic cause beyond the reasonable control of the Party affected and shall include, but not be limited to, Acts of God, floods, earthquakes, storms, droughts, fires, pestilence, destructive lightning, hurricanes, washouts, landslides and other natural catastrophes; strikes, lockouts, labor or material shortage, or other industrial disturbances; acts of the public enemies, epidemics, riots, civil disturbances or disobedience, sabotage, wars or blockades; the failure of facilities not owned by FES, governmental actions such as necessity to comply with any court order, law, statute, ordinance or regulation promulgated by a governmental authority; or any other reasonably unplanned or non-scheduled occurrence, condition, situation or threat not covered above, which renders either Party unable to perform its obligations hereunder, provided such event is beyond the reasonable control of the Party claiming such inability. A change in economic electric power market conditions shall not constitute a Force Majeure Event. Failure or interruptions, including without limitation government ordered interruptions, on the

systems of generation, transmission or distribution relied upon for supplying energy under this Agreement shall constitute a Force Majeure Event provided that FES has arranged for service on these systems at a level of firmness as required to provide the CRES Service agreed upon herein.

- 7.3 Notification. If either Party is unable to perform any of its obligations under this Agreement due to a Force Majeure Event, then said Party shall notify the other Party in writing as soon as possible, but no later than seventy-two ("72") hours after the start of the Force Majeure Event. The written notice shall include a specific description of the cause and expected duration of the Force Majeure Event.

ARTICLE 8

Limitation of Liability

- 8.1.1 LIABILITY. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER, TO AN AGGREGATION PROGRAM MEMBER OR TO A THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BASED UPON BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY DEGREE), STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE.

- 8.1.2 DISCLAIMER. FES DOES NOT WARRANT OR GUARANTEE THE UNINTERRUPTED DELIVERY OF FIRM ENERGY TO AGGREGATION GROUP

MEMBERS DURING FORCE MAJEURE EVENTS. EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN, NO IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO THIS AGREEMENT.

ARTICLE 9

Confidential Information

9.1 **Confidential Information.** Any Confidential Information, as defined in Paragraph 9.2 herein, made available pursuant to this Agreement and conspicuously marked or stamped as “**Confidential**” shall be held in confidence by each of the Parties to protect the legitimate business needs and/or privacy interests of the Parties. With respect to multi-page documents that contain Confidential Information, the Parties may make such a designation by marking or stamping only the first page thereof. The Parties shall identify any matter deemed to be Confidential Information at the time the information is provided. Any information not designated, as Confidential Information shall not be covered by the protection contemplated herein, provided, however, that the inadvertent provision of information without a confidential designation shall not itself be deemed a waiver of the Party’s claim of confidentiality as to such information, and the Party may thereafter designate the same as confidential, if the information is deemed confidential as set forth herein.

9.2 **Confidential Information Defined.** “Confidential Information” means any and all data and information of whatever kind or nature (whether written, electronic or oral) which is disclosed by one Party (the “Disclosing Party”) to the other Party (“the “Recipient”)

regarding itself, its business, the business of its affiliates, and/or the Aggregation Program. Confidential Information does not include information that: (a) is in the public domain at the time of disclosure; (b) passes into the public domain after disclosure, except by a wrongful act of the Recipient; (c) is disclosed to the Recipient by another not under an obligation of confidentiality; or (d) is already in the Recipient's possession prior to disclosure by the Disclosing Party.

9.3 Obligation of Confidentiality. Each Party agrees, for itself and its authorized representatives, to keep confidential all Confidential Information provided hereunder and to use the Confidential Information solely for purposes in connection with this Agreement, except to the extent that the Recipient determines that release of Confidential Information is required by law or regulation. The Recipient shall make commercially reasonable efforts to notify the Disclosing Party if it intends to release any Confidential Information to afford the Disclosing Party an opportunity to seek a protective order prior to disclosure. The obligations for Confidentiality set forth in this Agreement, including but not limited to the non-disclosure obligations and the duty to return Confidential Information upon written request, shall survive the termination of this Agreement for a period of one (1) year thereafter.

9.4 Proprietary Rights. Neither Party makes any representation as to the accuracy or completeness of the Confidential Information, but shall make reasonable efforts to ensure that all Confidential Information disclosed to Recipient is accurate and not misleading. Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information.

- 9.5 Press Releases. 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.
- 9.6 Data. All raw data, reports, data aggregations and analyses, product and service ideas, and other information, without limitation, collected and/or generated by Governmental Aggregator pursuant to this Agreement shall remain the sole and exclusive property of the Governmental Aggregator. All reports, data aggregations and analyses, product and service ideas, and other information, without limitation, collected and/or generated by FES pursuant to this Agreement shall remain the sole and exclusive property of FES. Each Party may use all such information furnished by the other Party solely for purposes of this Agreement.

ARTICLE 10

Dispute Resolution

- 10.1 Dispute Resolution. Prior to litigation, the Parties shall mutually attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement or the transactions contemplated hereby ("Dispute(s)") promptly, by negotiations between FES and Governmental Aggregator, including but not limited to through non-binding formal dispute resolution methods, such as non-binding mediation, if agreeable to both Parties. The Parties may mutually modify these requirements herein and select any manner of dispute resolution that is agreeable to both Parties, including but not limited to binding formal dispute resolution methods, such as binding arbitration. If the Parties choose to be referred to Arbitration, the arbitration shall be in accordance with the American Arbitration Association Arbitration Rules in effect at the time of the dispute resolution,

unless the Parties mutually select some other rules. The place of arbitration shall be at a place agreeable to both Parties. The arbitrator(s) shall be empowered to order specific performance of this Agreement, but shall not be empowered to award punitive damages. The arbitrator(s) function shall be limited to the functions mutually agreeable to both Parties; however, the arbitrator(s) shall not have the power to change, add to, subtract, or amend or modify in any way any provision(s) of this Agreement, unless otherwise agreed to by the parties.

10.2 Service of Process. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Each of the Parties hereby consents to the service of process by certified, registered, or overnight express mail, return receipt requested, postage prepaid, addressed to the parties designated in Paragraph 11.1 this Agreement.

10.3 Parties to Continue Performance. Subject to the other provisions of this Agreement, including but not limited to the termination and early termination provision, the Parties shall in good faith continue to perform their respective obligations under this Agreement while the Parties attempt to resolve the Dispute(s) as set forth in this Article 10. Notwithstanding the foregoing, but subject to Section 1.4 herein, both Parties shall continue to abide by all applicable statutes, administrative rules, tariffs, and codes of conduct during the term of this Agreement.

ARTICLE 11

Miscellaneous

11.1 Notices. Any notices, requests or demands regarding the Services provided under this Agreement or the ancillary agreements shall be deemed to be properly given or made five

(5) business days after postmark date if sent by U.S. Postal Service mail to the other Party at the address shown below. The address of a party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party according to the terms set forth in Paragraph 10.2, Service of Process.

FES:
Brenda Fargo

GOVERNMENTAL AGGREGATOR
Village of Loudonville

Government Aggregation Coordinator
FirstEnergy Solutions Corp.
341 White Pond Drive
Akron, OH 44320

Phone: 330-315-6898
Fax: 330-436-1906

Phone:
Fax:

11.2 Entire Agreement. This Agreement, including all Attachments hereto, contains all of the terms and conditions of this Agreement reached by the Parties, and supercedes all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by all Parties hereto. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.

11.3 Waivers. Any request for a waiver of the requirements and provisions of this Agreement shall be in writing and must be approved in writing by the nonwaiving Party. The failure of either Party to insist upon strict performance of such requirements or provisions or to

exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights.

11.4 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio

11.5 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the Attachments hereto, the provisions of this Agreement shall control.

11.6 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

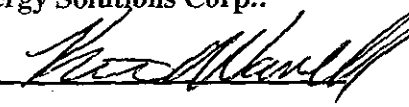
11.7 Authorization. Each Party to this Agreement represents and warrants that it has full and complete authority to enter into and perform this Agreement. Each person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such Party will be bound by the Agreement.

11.8 Recitals. The Parties hereto agree and acknowledge that the prefatory statements and recitals in this Agreement are intended to be and shall be a part of the provisions of this Agreement.

11.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument.

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

FirstEnergy Solutions Corp.:

Signed: 

Printed Typed Name:

Kevin Warvell

Title: V.P., Commercial Operations,

Structuring & Pricing

Date: 12/12/11

Village of Loudonville:

Signed: 

Printed Typed Name:

Curtis R. Young

Title: Village Administrator

Date: Dec. 5, 2011

ATTACHMENT A:

Pricing and Other Conditions to Retail Generation Service Offer

Attachment A to Master Agreement

Between

Village of Loudonville, Ohio and FirstEnergy Solutions Corp.

The program discounts are as follows:

Term: February 2012 – February 2021

Residential Rates

Standard Residential Rate (RS)

2012 - 6% Discount*
2013 – Feb 2021 - 6% Discount*

Commercial Rates

General Service (GS) to 199 KWd

2012 - 4% Discount*
2013 – Feb 2021 - 4% Discount*

Powering Our Communities one time grant to the Village in the amount equal to \$30.00 per enrolled customer following the opt-out to be a minimum of **\$40,000.00**

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 – March 2021 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
- File the required information for PUCO reports on behalf of the Village.

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:

Signed: _____

Printed Typed Name: Kevin Warvell

Title: V.P., Commercial Operations,

Structuring & Pricing

Village of Loudonville

Signed: _____

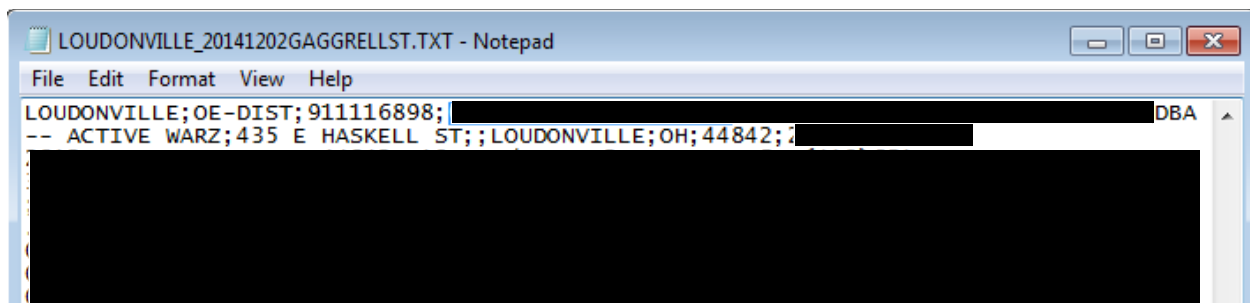
Printed Typed Name: Curtis R. Young

Title: Village Administrator

ATTACHMENT DLR-4

Redacted Screenshot of Government Aggregation File

List from December 2014



ATTACHMENT DLR-5

435 East Haskell Street

Redacted Customer Bill

Dated Sept. 19, 2011

Bill for:





435 E HASKELL ST
LOUDONVILLE OH 44842

Billing Period: Aug 19 to Sep 16, 2011 for 29 days
Next Reading Date: On or about Oct 18, 2011
Bill Based On: Actual Meter Reading

General Service Primary

Account Summary		Amount Due
Your previous bill was		
Total payments/adjustments	_____	
Balance at billing on September 19, 2011		
Current Basic Charges		
Ohio Edison		
FirstEnergy Solutions Corp - Consumption		
Late Payment Charges	_____	
Total Current Charges		
Total Due by Oct 11, 2011 - Please pay this amount		

To avoid a 1.50% Late Payment Charge being added to your bill, please pay by the due date.

General Information			
	Bill issued by: Ohio Edison PO Box 3637 Akron OH 44309-3637	 Customer Service 1-800-633-4766 24-Hour Emergency/Outage Reporting 1-888-544-4877 Payment Options 1-800-686-3421 visit us on-line at www.firstenergycorp.com	
		Certified Retail Electric Service Provider: FirstEnergy Solutions Corp 341 White Pond Drive Bldg B3 Akron OH 44320-1119	 For Information About Your Alternate Electric Supplier 1-888-254-6359

See other pages for additional information and telephone numbers

Return this part with a check or money order
Payable to Ohio Edison

Amount Paid	
Please Pay	
Due By	October 11, 2011

OHIO EDISON
PO BOX 3637
AKRON OH 44309-3637

ATTACHMENT DLR-6

435 East Haskell Street

Redacted Customer Bill

Dated Sept. 24, 2015

September 24, 2015

Billing Period: Aug 22 to Sep 22, 2015 for 32 days

Bill For:

435 E HASKELL ST
LOUDONVILLE OH 44842

Amount Due:

Due Date: October 15, 2015

To report an emergency or an outage, call 24 hours a day 1-888-544-4877. For Customer Service, call 1-800-633-4766. For Payment Options, call 1-800-686-3421. Pay your bill online at www.firstenergycorp.com
Bill issued by: Ohio Edison, PO Box 3687, Akron OH 44309-3687

Messages	Account Summary	Amount Due
	Previous Balance	
	Payments/Adjustments	
	Balance at Billing on Sep 24, 2015	
	Ohio Edison	
	Ohio Edison - Misc. Charges	
	FirstEnergy Solutions Corp - Consumption	
	Late Payment Charges	
	Total Current Charges	
	Amount Due by Oct 15, 2015	
	Usage Information for Meter Number 911116898	
	Sep 22, 2015 KWH Reading (Actual)	
	Aug 22, 2015 KWH Reading (Actual)	
	Difference	
	Multiplier	
	KWH used	
	Metered Load in KW	
	Measured Load in KW	
	Measured Lagging Reactive Demand	
	Billed Load in KW/KVA	
	Billed Reactive Demand	
	Charges From Ohio Edison	
	Customer Number:	
	Rate: General Service Primary OE-GPD	
	Customer Charge	
	Distribution Related Component	
	Economic Development Component	
	Cost Recovery Charges	
	Current Consumption Bill Charges	
	Late payment charge	
	Security Deposit Interest	
	Total Charges	
	Charges From FirstEnergy Solutions Corp	
	341 White Pond Drive Bldg B3, Akron, OH 44320-1119	
	Customer Service: 1-888-254-6359	
	Account Number: Rate: FES-8251 Billing	
	Period: Aug 22, 2015 to Sep 22, 2015	
	Basic Charge	
	Total FirstEnergy Solutions Corp Charges	
	Detail Payment and Adjustment Information	
	09/15/15 Payment	
	Account Balances by Company	
	Previous Balance	Payments/Adjustments
	Current Charges	Amount Due
	Ohio Edison	
	FirstEnergy Solutions Corp	
	Total	

Return this part with a check or money order payable to Ohio Edison

Amount	Paid	
Amount	Due	
Due Date		Oct 15, 2015

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

11/22/2017 3:16:30 PM

in

Case No(s). 17-0520-EL-CSS

Summary: Testimony --Direct Testimony of Deborah Reinhart on Behalf of Ohio Edison Company electronically filed by Mr. Joshua R. Eckert on behalf of Ohio Edison Company