

NC

19-0628-EL-GAG

Ohio

Public Utilities
Commission

FILE

PUCO USE ONLY		
Date Received	Case Number	Version
	EL-GAG	December 2014

CERTIFICATION APPLICATION FOR ELECTRIC GOVERNMENTAL AGGREGATORS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-5 Experience). All attachments should bear the legal name of the Applicant and should be included on the electronic copy provided. Applicants should file completed applications and all related correspondence with: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, OH 43215-3793.

This PDF form is designed so that you may input information directly onto the form.
You may also download the form, by saving it to your local disk, for later use.

A. APPLICANT INFORMATION

A-1 Applicant's name, address, telephone number, and web site address

Note: If filing as a township or village, please include the name of the County where the township or village is located in the applicant name. For example, Miami Township, Hamilton County

Name Village of Caledonia

Address 110 Marion Street, Caledonia, OH 43314

Telephone Number (330) 424-7319

Web site address (if any) www.villageofcaledonia.org

County Marion

A-2 Exhibit A-2 "Authorizing Ordinance" provide a copy of the ordinance or resolution authorizing the formation of a governmental aggregation program adopted pursuant to Section 4928.20(A) of the Revised Code.

A-3 Exhibit A-3 "Operation and Governance Plan" provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Section 4928.20(C) of the Revised Code. The Operation and Governance Plan explained in Exhibit A-3 should include:

- Terms and conditions of enrollment including:
 - Rates
 - Charges
 - Switching fees, if any
- Policies associated with customers moving into/out of aggregation area
- Billing procedures
- Procedures for handling complaints and disputes including the toll-free telephone number and address for customer contacts

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician MN Date Processed MAR 13 2019

A-4 **Exhibit A-4 "Automatic Aggregation Disclosure"** provide a copy of the disclosures required by Section 4928.20(D) of the Revised Code, if its aggregation program provides for automatic aggregation in accordance with Section 4928.20(A) of the Revised Code

A-5 **Exhibit A-5 "Experience"** provide a detailed description of the applicant's experience and plan for providing aggregation services, including contracting with retail generation providers, providing billing statements, responding to customer inquiries and complaints, and complying with all applicable provisions of commission rules adopted pursuant to section 4928.10 of the Revised Code.

A-6 **Contact person for regulatory or emergency matters**

Name Mark R. Frye

Title Consultant for Village of Caledonia

Business address 5577 Airport Highway, Suite 101, Toledo, OH 43615

Telephone number (419) 539-9180 Fax (419) 539-9185

E-mail address mfrye@palmerenergy.com

A-7 **Contact person for Commission Staff use in investigating customer complaints**

Name Mark R. Frye

Title Consultant for Village of Caledonia

Business address 5577 Airport Highway, Suite 101, Toledo, OH 43615

Telephone number (419) 539-9180 Fax (419) 539-9185

E-mail address mfrye@palmerenergy.com

A-8 **Applicant's address and toll-free number for customer service and complaints**

Address 5577 Airport Highway, Suite 101, Toledo, OH 43615

Toll-free telephone number (419) 539-9180

Fax # (419) 539-9185

Mark R. Frye

Signature of Applicant & Title



Robert A. Raliff, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

Sworn and subscribed before me this 6th day of March, 2019

Month

Year

[Signature]

Signature of official administering oath

Village Solicitor

Print Name and Title

My commission expires on N/A

AFFIDAVIT

State of Ohio :

County of Marion :

Village of Caledonia
(Town)

Muhammad Welch, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the Mayor (Office of Affiant) of Village of Caledonia (Name of Applicant);

That he/she is authorized to and does make this affidavit for said Applicant,

1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in the application.
2. The Applicant herein, attests it will timely file an annual report with the Public Utilities Commission of Ohio of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Division (A) of Section 4905.10, Division (A) of Section 4911.18, and Division (F) of Section 4928.06 of the Revised Code.
3. The Applicant herein, attests that it will timely pay any assessments made pursuant to Sections 4905.10, 4911.18, or Division F of Section 4928.06 of the Revised Code.
4. The Applicant herein, attests that it will comply with all Public Utilities Commission of Ohio rules or orders as adopted pursuant to Chapter 4928 of the Revised Code.
5. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the Applicant.
6. The Applicant herein, attests that it will fully comply with Section 4928.09 of the Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The Applicant herein, attests that it will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The Applicant herein, attests that it will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.
9. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.
10. If applicable to the service(s) the Applicant will provide, the Applicant herein, attests that it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio. (Only applicable if pertains to the services the Applicant is offering)

11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating customer complaints.
12. The Applicant herein, attests that it will docket with the Commission's Docketing Division the final opt-out and any supplemental opt-outs (including beginning and ending dates of the 21-day opt-out period and the selected CRES supplier) at a minimum 10 days prior to sending the opt-outs to customers.

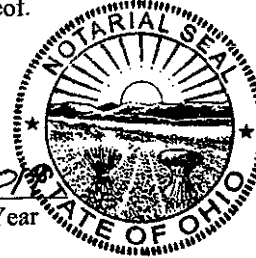
That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief and that he/she expects said Applicant to be able to prove the same at any hearing hereof.

Maureen E. White
Signature of Affiant & Title

Sworn and subscribed before me this 6th day of March, 2019
Month Year

[Signature]
Signature of official administering oath

Villye Sedickson
Print Name and Title



Robert A. Raliff, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

My commission expires on N/A

**Submitted to:
The Public Utilities Commission of Ohio**

**CERTIFICATION APPLICATION
FOR A GOVERNMENTAL
AGGREGATOR**

Village of Caledonia, Ohio

**Village of Caledonia
110 Marion Street
Caledonia, OH 43314**

419-845-2713

August 6, 2010

Exhibit A-2

Authorizing Ordinance

ORDINANCE NO. 2010-103

COPY

**AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT
A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH
OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20 OHIO REVISED CODE,
DIRECTING THE MARION COUNTY BOARD OF ELECTIONS TO SUBMIT
A BALLOT QUESTION TO THE ELECTORS; AND DECLARING AN EMERGENCY.**

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

WHEREAS, Such legislative authorities may exercise such authority jointly with any other legislative authorities; and

WHEREAS, Governmental Aggregation provides an opportunity for residential and small business consumers to participate collectively in the potential benefits of electricity deregulation through lower electricity rates which would not otherwise be available to those electricity customers individually; and

WHEREAS, this Council, seeks to establish a Governmental Aggregation program with opt-out provisions pursuant to Section 4928.20, Ohio Revised Code (the "Aggregation Program") for the residents, businesses and other electric consumers in the Village.

NOW, THEREFORE, BE IT RESOLVED by the Council of Caledonia, Ohio that

Section 1:

This Council finds and determines that it is in the best interest of the Village, its residents, businesses and other electric consumers located within the corporate limits of the Village to establish this Aggregation Program in the Village. Provided that the Aggregation Program is approved by the electors of the Village pursuant to Section 2 of this Ordinance, the Village is hereby authorized to automatically aggregate, in accordance with Section 4928.20, Ohio Revised Code, the retail electric loads located within the Village, and, for that purpose, to enter into service agreements to facilitate for those loads the purchase and sale of electricity. The Village may exercise such authority jointly with any other municipal corporation, township or county or other political subdivision of the State of Ohio to the full extent permitted by law. The aggregation will occur automatically for each person owning, occupying, controlling or using an electric load center proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this Resolution.

Section 2:

The Board of Elections of Marion County is hereby directed to submit the following question to the electors of the Village at the general election on May 4, 2010:

Shall the Village of Caledonia have the authority to aggregate the retail electric load located in the Village, and for that purpose, enter into services agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt out?

The Clerk of this Council is instructed to immediately file a certified copy of this resolution and the proposed form of the ballot question with the County Board of Elections not less than seventy-five days prior to the general election. The Aggregation Program shall not take effect unless approved by a

majority of the electors voting upon this resolution and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4928.20, Ohio Revised Code.

Section 3:

Upon approval of a majority of the electors voting at the general election provided for in Section 2 of this Resolution, this Council, individually or jointly with any other political subdivision, may develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Council shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Village. The notice shall summarize the plan and state the date, time and place of each hearing. No plan adopted by this Council shall aggregate the electric load of any electric load center within the Village unless it, in advance, clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions, of enrollment. The stated procedure shall allow 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. Any such person that opts out of the Aggregation Program pursuant to the state procedure shall default to the standard service offer provided under division (a) of Section 4928.35, Ohio Revised Code until the person chooses an alternative supplier.

Section 4:

It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council and that the deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including section 121.22 of the Ohio Revised Code.

Section 5:

This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the Village and the inhabitants thereof, and for further reasons that this ordinance is required to be immediately effective in order to file a certified copy of this ordinance and the proposed form of the ballot question with the Marion Board of Elections not later than seventy-five (75) days prior to the May 4, 2010 election, as provided herein; wherefore, provided it receives the affirmative vote of at least five members elected and appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force at the earliest period allowed by law.

Dated: February 3, 2010


Mayor

Attest:


Clerk/Treasurer

Exhibit A-3 Operation and Governance Plan

COPY

RESOLUTION NO. 2010-105

**A RESOLUTION AUTHORIZING THE ADOPTION OF AN ELECTRIC POWER
AGGREGATION PLAN OF OPERATION AND GOVERNANCE FOR THE VILLAGE
OF CALEDONIA, MARION COUNTY, OHIO; AND DECLARING AN EMERGENCY**

WHEREAS, the electorate of the Village of Caledonia has previously authorized the Village to determine the best policy for the community's residents relating to electric power aggregation; and

WHEREAS, the Village Council of the Village of Caledonia has previously authorized an agreement with FirstEnergy Solutions to provide a contract for electric services and has held two public hearings on the Plan of Operation and Governance;

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Caledonia, Marion County, Ohio, that:

Section 1:

The Village Council of the Village of Caledonia hereby adopts an Electric Power Aggregation Plan of Operation and Governance of the Village of Caledonia pursuant to PUCO regulations.

Section 2:

A copy of said Plan is hereby attached and marked as "Exhibit A" and is made part of this resolution.-

Section 3:

This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of public peace, health, safety and welfare for the reason that immediately adopting the Village of Caledonia Electric Power Aggregation Plan of Operation and Governance for the Village of Caledonia electric aggregation program will allow consumers to reduce their electric bills at the earliest possible time, and provided the resolution receives the affirmative vote of two-thirds of the members elected to the Village Council, it shall take effect and be in force from and after the earliest time allowed by law.

Adopted this 7th day of July, 2010


Mayor

Attest:


Clerk/Treasurer

NOTICE OF PUBLIC HEARINGS

NOTICE is hereby given that pursuant O.R.C. Section 4928.20 (C) that the Village of Caledonia will hold two separate public hearings on the Village of Caledonia Electric Power Aggregation Plan of Operation and Governance on July 7, 2010 at 4:00 p.m. and 5:30 p.m. at the Village of Caledonia's Council Chambers in the Town Hall.

The Village of Caledonia Electric Power Aggregation Plan of Operation and Governance describes the policies and procedures by which the Village of Caledonia will carry out its municipal electric aggregation program. Including those policies and procedures, which relate to rates and customer service.

If you have any questions you may call Town Hall between the hours of 8:00 a.m. and 4:00 p.m. at (419) 845-2713 and leave your name and telephone number and your call will be returned.

Jeri Miracle
Clerk/Treasurer
Village of Caledonia, Ohio

Please include in the June 25, 2010 and July 2, 2010 editions of "The Marion Star"

NOTE:

PUCO regulations require that the public hearing notices be posted in the local newspaper in 2 consecutive weeks prior to the hearings.

Ex-NHL player joins staff of Blue Jackets

The club announced the signing on Thursday. Hinote helped the Colorado Avalanche win the 2001 Stanley Cup. Hinote will be the second member of new coach Scott Amiel's coaching staff, joining Brad Berry. The 33-year-old Hinote wrapped up his career last season with Modo in the Swedish Elite League.

Manuel out 1 game for contact with ump

NEW YORK (AP) — Philadelphia Phillies man-

WIDE DR PUBLIC HEARINGS
NOTICE is hereby given that pursuant to E.R.C. section 492.10 (c) and the Village of Calexico will hold two separate public hearings on the Village of Calexico Electric Power Aggregation Plan of Operation on Tuesday, May 21, 1980 at 10:00 a.m. in the Village of Calexico, California and on Wednesday, May 22, 1980 at 10:00 a.m. in the Village of Imperial, California. The Village of Calexico Electric Power Aggregation Plan of Operation and procedures describes the village of Calexico's intent to develop electric utility services by which the village of Calexico will be able to obtain electric utility services on a non-exclusive basis. The procedures which relate to rates and customer service you have any questions you may contact the Village of Calexico at 8:30 a.m. to 4:00 p.m. at (492) 242-5753 and leave a message and telephone number and name to be called.

1. **Administrative**
 2. **Financial**
 3. **Legal**
 4. **Medical**
 5. **Personal**
 6. **Professional**
 7. **Religious**
 8. **Social**
 9. **Travel**
 10. **Utilities**
 11. **Other**

South Korean golfer leads Ohio PGA event

After missing an LPGA cut for the first time in more than 2½ years, Choi changed putters to shoot a 2-under 64 and take a one-shot lead in Thursday's opening round of the Jamie Carr Owens Corning Classic.

It sure worked. She needed just 26 putts in a career-best round that included eight birdies and a bogey at Highland Meadows Golf Club. The South Korean had made 64 cuts in a row dating to 2007 before failing

PLAINTIFF has filed a Petition for Appointment of Property with respect to a certain 180.37 square foot tract of real property being a part of lot 23B and a carbon box to support door track of real property being a part of O.C.L. 24, both located in the County of Colquhoun, State of Oregon, against the following persons as defendants:

JOHN DOE, who claims to have been the owner of said property until he sold it to **JANE DOE**, their unknown assigns, heirs, devisees or assignees, or anyone who may have an interest in said property is required to file an answer within twenty days of the date of publication of this notice. The last day of publication of this notice will be at 6 o'clock on the first Monday after the expiration of one week for a period of six (6) weeks beginning on May 24, 1920 and ending on July 2, 1920.

MALLOS, MARTIN, PERGRAM & DIETZ

CO.
James M. Dlatz (8023173)
Dlatz Remedyway.com
30 North Soudoway Street
Delaware, OH 43015-1926
Telephone: (740) 283-1313
Telex: 351313
Telecopier: (740) 302-2388

hurdles in the Central District meet

Brandt was named the MOAC female track athlete of the year. Her victory in the MQAC long jump was her fourth straight in that MOAC event.

Brandt's mother is a former track standout at Pleasant High School and Kathin credited her with much of her success.

"I got a lot of support from her," Katlin said. She took me everywhere to meet in the

appears to be a certain probability that the defendant, in the event he is found guilty, will demand a continuance of his trial by asserting that he has been drinking and eating too much since he was released from prison, who may be twenty years old, or possibly thirty.

On July 2,

DIED

Tim Bailey, Sheriff
Marion County,
Douglas E. Ebb
Assistant Prosecutor
PUB MS June 1

four-year deal with the Timberwolves. It includes about \$16 million in guaranteed money, despite what's been a disappointing career for the center from Serbia.

"Off to a great start," he wrote on Twitter. "First one went well. Pat Riley is very passionate about winning."

After years of slashing payroll so it could be a player in this year's market, New York finally got to make its switch to James. Arriving just as the Nets left, the Knicks spent more than two hours

[illegible]

Attorney
July 2 '10 4494502

Agent says Byron Scott accepts Cavaliers coach

CLEVELAND (AP) — With LeBron or without him, Byron Scott has decided to get back on an NBA sideline.

Scott accepted Cleveland's coaching job just as LeBron James officially became a free agent and no longer property of the Cavaliers, who are hoping that landing the best coach available will convince the two-time MVP to stay home and try to win a title.

Scott's agent, Brian McInerney, said in an e-mail to the Associated Press he and the Cavs are working through some financial details, but doesn't expect any problems and that Scott will be back in Cleveland's next coach. The team is expected to announce Scott's hiring later Thursday, just as Lamorne listens to offers from the New Jersey Nets and New York Knicks.

Scott, who previously coached in New Jersey and New Orleans, may not know for some time if he'll have James on his roster. But after working as a TV analyst, the 49-year-old was decided this time to get back to doing what he loves most. The Cavs have been looking for a coach since Mike Brown was fired May 24, ending a five-year run with the most successful run in franchise history and his teammates through the winning a championship. Scott's hiring ends a twisting drama to the Cavs' coaching search.

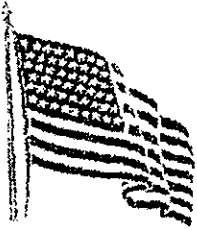
Los Angeles Lakers assistant Brian Silas appeared to be the favorite to become Cleveland's coach after an impressive two-day meeting with the club earlier this week. As of

to be by Commission on the Village of
and sewer changes. A full text of this re-
view is available for review at the Village
Office, 215 Park Street.
The Village of Carle Place has a
Commissioner, and an Assistant Com-
missioner, and a full staff of Village
Administrators to assist the Village
Administrator in obtaining all eligible
administrators with the Village of Carle Place
their section of one of two available man-
agement positions. The Village of Carle Place
will accept of the Village of Carle Place
for review at the Village Office, 215
Park Street.
Kathy Barker, Fiscal Officer
Village of Carle Place
1000-000

On 10/10/1941 a line out was

Central Ohio Classified
is a great way to sell
things you no longer
want. Turn unwanted

COPY



**Village
of
CALEDONIA**

MAYOR – Maureen Welch
P.O. Box 34
Caledonia, OH 43314
PH: (419) 845-2323

CLERK/TREASURER – Jeri Miracle
P.O. Box 110
Caledonia, OH 43314
PH: (419) 845-2713

110 East Marion Street, Caledonia, OH 43314
Town Hall: (419) 845-2713

NOTICE OF PUBLIC HEARINGS

NOTICE is hereby given that pursuant O.R.C. Section 4928.20 (C) that the Village of Caledonia will hold two separate public hearings on the Village of Caledonia Electric Power Aggregation Plan of Operation and Governance on ~~July 7, 2010 at 7:00 p.m.~~ and 5:30 p.m. at the Village of Caledonia's Council Chambers in the Town Hall.

The Village of Caledonia Electric Power Aggregation Plan of Operation and Governance describes the policies and procedures by which the Village of Caledonia will carry out its municipal electric aggregation program. Including those policies and procedures, which relate to rates and customer service.

If you have any questions you may call Town Hall between the hours of 8:00 a.m. and 4:00 p.m. at (419) 845-2713 and leave your name and telephone number and your call will be returned.

Jeri Miracle
Clerk/Treasurer
Village of Caledonia, Ohio

COUNCIL: Scott Iles Ed Miracle April Morrison Jacob Page Tim Roston Jim Roush

Village of Caledonia

Electric Power Aggregation

Plan of Operation and Governance

July 7, 2010

Village of Caledonia 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 Village of Caledonia residential consumers may obtain the economic benefits of Ohio's competitive retail electric market. The Village of Caledonia Aggregation Program combines the electric loads of residential customers to form a buying group ("Aggregation Group"). Village of Caledonia will act as Purchasing Agent for the Aggregation Group. This means that Village of Caledonia 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 May 4, 2010, Village of Caledonia 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's passed an Ordinance, which authorized submitting the selection of opt-out aggregation to the village's voters.

In addition to obtaining necessary village council's approval, 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 councils approve the Plan, on or about July 7, 2010. As required by the regulations, the village developed this Aggregation Plan of Operation and Governance ("Plan"). On June 25, 2010, and July 2, 2010, the village advertised the Public hearing dates to discuss the Plan in the "The Marion Star". As required by the PUCO's regulations, two hearings were conducted on July 7, 2010. 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 of Caledonia council's on July 7, 2010 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 Village of Caledonia 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 Village of Caledonia, 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 Village of Caledonia 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: Village of Caledonia 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: Village of Caledonia will use the Retail Electric Generation Provider, or it's 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, Village of Caledonia 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. Village of Caledonia'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 Village of Caledonia.
- 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 Village of Caledonia.

- 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

July 2010 – July 2019*:

Rate RS – Standard Residential Rate	Rate GS – General Secondary to 399 KWd
2010 – 6% Discount	2010 – 4% Discount
2011 – 6% Discount	2011 – 4% Discount
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
Thru July 2019 – 6% Discount	Thru July 2019 – 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 – July 2019 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's 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 CITY 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 CITY 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 Village of Caledonia free of charge. Call the Village of Caledonia Office at 419-845-2713 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.

July 1, 2010

Dear Village of Caledonia Resident,

Village of Caledonia 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. Village of Caledonia voters approved this program in May 2010.

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 July 2010. 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 Village of Caledonia'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 July 22, 2010 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 Village of Caledonia with aggregation program questions.

Sincerely,

Village of Caledonia

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.

Service address (City, state and zip): _____

Phone
number: _____

Account holder's
signature: _____ Date: _____

**Mail by (date) to Village of Caledonia 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 or 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.
4. Failure of Members to pay charges for Competitive Retail Electric Services may result in loss of those products and service; and
5. 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.

Exhibit A-4

Automatic Aggregation Disclosure & Customer Education

Opt- Out Letter

August XX, 2010

Dear Village of Caledonia Resident,

Village of Caledonia 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. Village of Caledonia voters approved this program in May 2010.

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 August 2013. 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 Caledonia'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 August XX, 2010 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 Caledonia with aggregation program questions.

Sincerely,

Village of Caledonia Certification Application

7/22/2010

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July 6, 2016

Re: Great news – Caledonia's Aggregation Program supplied by FirstEnergy Solutions continues to offer savings!

Dear Resident,

Your community's aggregation program provides you the opportunity to save money on your electric bill. These savings are possible through governmental aggregation, a community purchasing program where community 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.

FirstEnergy Solutions, a subsidiary of FirstEnergy Corp., has been selected to provide you with savings on your electric generation. If you're not already participating, this is your chance to join. If you're already participating, this is your opportunity to extend your savings. **There is no cost for enrollment, you will not be charged a switching fee, and you do not need to do anything to participate.** Please see the enclosed FAQs for more information.

By participating in this aggregation program, you will receive exclusive low pricing on your electric generation. The chart below shows the details of this program:

The Caledonia program was approved by voters in your community in May 2010.

Your Electric Utility	Price	Term End Date	Opt Out Deadline	Early Termination Fee
Ohio Edison	6% off Price To Compare	July 2019	July 27, 2016	\$25

How to estimate what your savings 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.

If you are a new member of the program, 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 community's electric governmental aggregation program. If you do not want to participate in this savings program, you have until the opt out deadline to return the attached "opt-out" form. If you do not opt out at this time and leave the program at a later date, you might not be served under the same rates, terms and conditions that apply to other customers served by your utility. Once enrolled, 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 the early termination fee listed above from FirstEnergy Solutions.

If you are not currently receiving electric generation from FirstEnergy Solutions, your electric utility 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 a member of the community's electric governmental aggregation program, you don't need to take any action when this letter arrives. If you are currently enrolled in the community's aggregation program, you will not receive a letter from your electric utility.

Your electric utility 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 your community with aggregation program questions.

Sincerely,

Caledonia Local Officials

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

OPT-OUT FORM – RESIDENTIAL 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 and save, you must return this form before the due date.

By returning this signed form, you will not be part of your community's electric savings program.

☐ **EO**
☐ **01**

I wish to opt out of my community's electric savings program. (Check box to opt out.)

Service address (City, state and zip): _____

Phone number: _____

Account holder's signature: _____ Date: _____

Mail by July 27, 2016 to: Caledonia Electric Governmental Aggregation Program, 341 White Pond Drive, Bldg. B-3, Akron, Ohio 44320

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Electric Governmental Aggregation Program Frequently Asked Questions Residential Program

What is aggregation?

Under governmental aggregation, local officials bring citizens together to gain group buying power for the purchase of competitively priced electricity from a retail electric generation supplier certified by the Public Utilities Commission of Ohio.

How is my community able to choose a certified electric generation supplier on my behalf?

Residents voted to allow the community to contract for an electric generation supplier on their behalf.

How will I know if I can save money under the electric governmental aggregation program?

The price you pay for electric generation supply is guaranteed to be lower because you'll always receive the percent discount for your electric generation.

What do I need to do if I want to be included in this governmental aggregation?

You do not need to do anything to receive the discounted generation pricing under this program. You may choose to remain in the aggregation group and begin receiving your discount by simply not returning the opt-out form.

If I join my community's governmental aggregation program, who will deliver my power, read my meter and respond to emergencies, such as power outages?

Your electric utility will be responsible for the delivery of power to your home or business. Since your electric utility still owns the wires and poles that deliver power to you, it will continue to read your meter and restore power after an outage.

Is your price for residential power fixed, or does it vary?

In this program, the discount you will receive each month does not change. But because the actual price per kWh charged by the utility may change each month (based on the season and your usage), the price per kWh from FirstEnergy Solutions will also change each month.

If I am already a member of this program, why am I receiving this letter?

As a current member of your community's electric governmental aggregation program, you are given the opportunity to opt-out of the program at least every three years at no charge. Your previous contract with FirstEnergy Solutions is coming to an end, and this is your opportunity to either opt-out or continue saving with FirstEnergy Solutions.

What does "opt out" mean?

"Opt out" means that you can decide not to participate in your community's electric governmental aggregation program. By returning the opt-out form, which is included in this mailing, by the Opt Out Deadline you will not be enrolled as an electric generation customer with FirstEnergy Solutions, your community's competitive electric generation supplier, and you will not receive the discount.

What happens if I do not send in the opt-out form?

If you do not return the opt-out form postmarked by the Opt Out Deadline, you will be included in your community's governmental aggregation program and will receive competitively priced electricity from FirstEnergy Solutions.

Can I opt out over the phone?

No, if you want to opt out, you must mail in your completed opt-out form and it must be postmarked by the Opt Out Deadline.

Can I opt out of the program at a later date?

Yes, but you will be subject to the early termination fee from FirstEnergy Solutions if you cancel for any other reason but moving. However, you will be sent a notice at least every three years asking if you wish to remain in the program. At that point, you may opt out at no cost.

What are my energy supply choices if I decide to opt out?

You can stay with your current electric utility, which will continue to supply your electric generation as it always has, or you can shop for an alternative generation supplier. A list of competitive electric suppliers certified by the Public Utilities Commission of Ohio and their current prices are available by calling 1-800-686-PUCO (1-800-686-7826).

If I join the aggregation, can I stay on budget billing?

Yes, you can remain on budget billing.

Can I still have my payment automatically deducted from my checking account as I do now?

Yes. How you pay your electric bill will not change.

Who is FirstEnergy Solutions?

FirstEnergy Solutions Corp., a subsidiary of FirstEnergy Corp., offers a wide range of energy and related products and services, including the generation and sale of electricity and energy planning and procurement. FirstEnergy Solutions is a leading competitive supplier of energy to residential and commercial and industrial customers in Ohio, Pennsylvania, New Jersey, Maryland, Illinois and Michigan.

What is the toll-free number for questions?

If you have any questions, please call 1-866-636-3749, Monday through Friday, 8 a.m. to 5 p.m.

Additional FAQs for all-electric space heating, electric water heating and/or load management customers:**I receive a credit from my electric utility for my electric water heating. Will I miss out on this credit if I join this program?**

Because FirstEnergy Solutions is offering a discount off the Price to Compare, you are not missing out on any of the savings that utility credits provide.

If I leave this program at a later date, will I be able to keep the credits I get from my utility for having all-electric space heating, electric water heating and/or load management equipment?

Yes. This discount is in addition to the generation credit reflected in your Price to Compare. So if you cancel your contract with FirstEnergy Solutions, you will continue to receive the credits from your utility for having all-electric space heating, electric water heating and/or load management equipment as long as those credits are being offered.

FirstEnergy Solutions Corp. - Residential & Small Commercial Terms and Conditions

These Terms and Conditions apply to you because you are enrolling for electric generation service with FirstEnergy Solutions Corp. ("FES") through either (a) affirmative consent or (b) not opting out of your community aggregation program. If you enroll by affirmative consent, these Terms and Conditions and the enrollment information on the website are your agreement ("Agreement"). If you choose to remain in the community aggregation program by not "opting-out" or exercising the right of rescission these Terms and Conditions and your opt-out notification are your Agreement. Please keep a copy of this Agreement for your records.

FES is certified by the Ohio Public Utility Commission ("PUCO") to offer and supply electric generation services in Ohio. As a Competitive Retail Electric Service ("CRES") provider, FES will supply the electric generation to your Electric Distribution Utility (EDU) based on your usage. Your EDU then distributes or delivers the electricity to you. FES sets the generation prices and charges that the customers pay. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

DEFINITIONS

Generation Service - The production of electricity.

Transmission Service - Moving high voltage electricity from a generation facility to the distribution lines of an Electric Distribution Utility ("EDU").

Distribution Service - Physical delivery of electricity to customers by EDU.

RIGHT OF RESCISSION

If you do not opt-out or you give your affirmative consent and are enrolled to receive generation service from FES, your EDU will send you a confirmation letter. You will have the right to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation letter by following the instructions contained in the letter. The Right of Rescission only applies when a customer switches to a generation supplier and not on renewal enrollments. Your EDU will not send a confirmation notice upon any renewal of this Agreement. Should you choose to opt-out of your community's program, you will be served by your EDU's standard service offer established pursuant to section 4928.14 of the Ohio Revised Code unless you choose an alternate supplier of electricity.

TERMS AND CONDITIONS OF SERVICE

1. **Eligibility.** Only eligible residential customer accounts not enrolled in the Percentage of Income Plan Program (PIPP) and eligible small commercial customers may enroll in this offer with FES. FES reserves the right to refuse enrollment to any customer with an outstanding electric bill balance.
2. **Basic Service Prices.** During the term of this Contract, you agree to pay FES for a total combined Transmission, Generation, and Generation Related Charges. You will be billed at 6% off your EDU Price to Compare per kilowatt-hour per billing month. Your Price to Compare consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power

and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to FES.

Your price per KWh will vary because it will always be a percent off the Price to Compare, which may change based on any changes made by the EDU in its calculations. In addition to FES' charges, you will be charged by your EDU for distribution and various other charges. FES reserves the right to unilaterally modify this billing format in the event the EDU is unable or unwilling to provide consolidated billing in this format or changes the calculation of the Price to Compare.

In the event that any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, Independent Service Operator ("ISO"), Regional Transmission Organization ("RTO") or other service provider, or any change in operating procedure, alters to the detriment of FES its costs to perform under this Agreement, FES may pass through to Customer such costs or revise the pricing under this Agreement to eliminate the impact of such changes. Before any such pass through or price revision, FES shall provide notice to Customer of the changes and the date upon which such pass through or revised pricing shall be effective. Customer shall pay the pass through costs or revised price described in such notice, and all other terms and conditions of this Agreement shall remain in full force and effect.

3. **Length of Agreement.** As a part of your community's program, your service from FES will commence with the next available meter reading and after processing of the enrollment by your EDU, and will continue through July 2019, ending on the meter read for the last month of service. The program may be terminated or modified due to unforeseen regulatory action. Customer and FES agree that any such regulatory action is a force majeure event. Should the program be terminated, you will be returned to the standard service offer or its successor.
4. **Billing.** You will continue to receive a single bill from your EDU that will contain both your EDU and FES charges. FES does not offer budget billing. If you do not pay your bill by the due date, FES may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay FES for any electricity used before this Agreement is cancelled, as well as any late payment charges.
5. **Penalties, Fees and Exceptions.** If you do not pay the full amount owed FES by the due date of the bill, FES may charge a 1.5% per month late payment fee.
6. **Cancellation/Termination Provisions.** If this Agreement is not rescinded during the rescission period, enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, if you move out of the EDU service territory or into an area where FES will charge a different price. *There will be a \$25 charge for each residential EDU account and a \$50 charge for each commercial EDU account if you terminate this Agreement for any other reason, except as expressly provided herein. Should you cancel service with FES and return to standard offer service with your EDU, you may not be served*

under the same rates, terms, and conditions that apply to other EDU customers.

7. Customer Consent and Information Release Authorization.

By choosing not to opt-out of your community's aggregation program or to affirmatively join it, you understand and agree to the terms and conditions of this Agreement with FES. You authorize FES to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. FES reserves the sole right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by FES following acceptance of your enrollment request by FES, the end of the 7 day rescission period and subsequent acceptance of the enrollment by your EDU.

8. Contract Expiration. At least every three years, you will be given the opportunity to opt-out of your community's aggregation program at no cost. You are responsible for arranging for your electric supply upon termination of this Contract.

9. Dispute Procedures. Contact FES with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 8AM - 5PM EST or in writing at 341 White Pond Drive, Attn: Contract Administration, Akron, OH 44320. Our web address is www.firstenergysolutions.com. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 am to 5:00 pm weekdays or at www.PUCO.ohio.gov. Residential customers may also call the Ohio Consumers' Counsel (OCC) at 1-877-742-5622 (toll free) from 8:00 am to 5:00 pm weekdays or at www.pickocc.org.

10. Miscellaneous. You have the right to request from FES, twice within a 12 month period, up to 24 months of payment history, without charge.

FES will not release your Social Security number and/or account number(s) without your written consent.

FES' environmental disclosure statement is available for viewing on our website - www.fes.com. You agree that FES will make the required quarterly updates to the statement electronically on our website. We will also provide the information upon request.

FES may assign its rights to another, including any successor, in accordance with the rules and regulations of the PUCO.

FES assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, you should contact your local EDU.

Customer is responsible for providing FES with accurate account information. If said information is incorrect, FES reserves the right to reprice the applicable account(s) or terminate the agreement.

FES reserves the right to return any customer to the EDU if the customer's rate code is changed and the account is no longer eligible for this program.

11. Warranty. FES warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

Exhibit A-5

Experience

Experience

The Village of Caledonia officials are experienced in negotiating and providing for common services for the Village. However, due to the complexity of Governmental Aggregation, the Village has selected Palmer Energy Company, to assist them in designing, implementing and maintaining the Program.

Palmer Energy Company is a Toledo based energy consulting firm founded in 1980. Palmer Energy was a natural gas industry pioneer by working on their customers' behalf as an external consultant. Purchased by Mark Frye in 1994, Palmer Energy has become a leader in unbiased energy management and consulting. While its evolution continues alongside the energy industry, Palmer Energy Company is dedicated to operating as an integral member of a client's energy management team.

Palmer Energy is also the energy consultant for The Northwest Ohio Aggregation Coalition (NOAC). NOAC is a coalition of communities in Lucas and northern Wood Counties providing governmental aggregation services for electric and natural gas customers within the Cities of Maumee, Northwood, Oregon, Perrysburg, Rossford, Sylvania, Toledo and Waterville, the Villages of Delta, Holland, Ottawa Hills and Walbridge, the Wood County Townships of Lake and Perrysburg, and all the unincorporated township areas of Lucas County (through the Board of County Commissioners, Lucas County, Ohio). Mark Frye, President of Palmer Energy, is NOAC's designated consultant and has testified on behalf of NOAC in several matters before the Public Utilities Commission of Ohio.

Palmer Energy recently partnered with the Ohio Municipal League to help manage a natural gas and electric program for the facilities, as well as electric and natural gas government aggregation programs for the residents of member cities and villages. This program was designed specifically to help cities and villages save money on their natural gas and electric bills by utilizing the strength of group buying.

Palmer Energy Company will:

- Assist the day to day administration of program (problem resolution, press releases, PUCO compliance, supplier liaison, contract review, etc.)
- Design and issue the Request for Proposal, analyze supplier responses and provide recommendations for the supply agreement.
- Review customer data provided by the utility that would serve as the basis for an opt-out notice.
- Write and prepare reports on a quarterly/annual basis to the City, PUCO, PUCO's Market Monitoring division, and the Ohio Consumers' Counsel.

Contact information for Palmer Energy Company

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