

FILE

36



The City of

Alliance,

"The Carnation City"

504 EAST MAIN STREET

OHIO, 44601-2415

DEPARTMENT OF
PLANNING AND DEVELOPMENT

VINCENT A. MARION
DIRECTOR

Phone (330) 829-2235
Fax (330) 821-9362

December 12, 2008

Mrs. Betty McCauley
Acting Secretary
The Public Utilities Commission of Ohio
180 East Broad Street
13th Floor
Columbus, OH 43266-0573

RECEIVED-DOCKETING DIV
2008 DEC 22 PM 1:56
PUCO

Re: *In the Matter of the Application of the
City of Alliance, for
Re-Certification as a Governmental Aggregator
Case No. 00-2499-EL-GAG*

Dear Ms. McCauley:

Enclosed please find the City of Alliance' completed **RE-CERTIFICATION APPLICATION FOR GOVERNMENTAL AGGREGATORS**. We have enclosed an original application, notarized and signed by an authorized official and ten conformed copies, including all exhibits, and other attachments.

The material provided includes the following:

- 1) Authorizing ordinance directing the City to effect a Governmental Natural Gas Aggregation Program with opt-out provisions;
- 2) Plan of Operation and Governance;
- 3) Copies of Automatic Aggregation Disclosures.

Should you have any questions or need additional information, please contact our aggregation program manager, Mr. Terry Leach of AMPO, Inc., at tleach@amp-ohio.org.

Respectfully submitted,

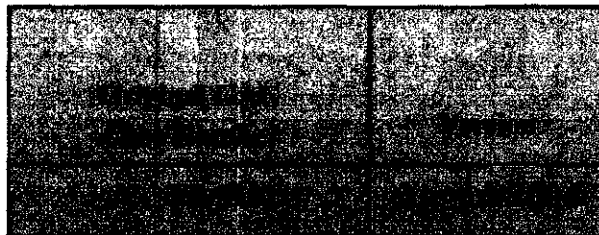
Vincent A. Marion; MA, MPA

Director, Planning and Development
City of Alliance

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 _____ Date Processed DEC 22 2008



The Public Utilities Commission of Ohio



RENEWAL APPLICATION FOR GOVERNMENTAL AGGREGATORS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-4 Opt-Out Form). 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.



A. RENEWAL INFORMATION

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

Legal Name City of Alliance

Address 504 East Main Street, Alliance, Ohio 44601

PUCO Certificate # and Date Certified 01-057(4) 1/19/2007

Telephone # (330) 829-2235 Web site address (if any) www.cityofalliance.com

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 current 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

A-4 **Exhibit A-4 Automatic Aggregation Disclosure - "Opt-out Form"** provide a copy of the disclosures "opt-out" 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. If the opt-out is in draft form, docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service. See #12 in the attached Affidavit.

A-5 **Contact person for regulatory or emergency matters**

Name Mr. John Blaser
Title Safety Service Director
Business address 504 East Main Street, Alliance, Ohio 44601
Telephone # (330) 821-2235 Fax # (330) 821-9362
E-mail address (if any) _____

A-6 **Contact person for Commission Staff use in investigating customer complaints**

Name Mr. Vincent Marion
Title Planning and Development Director
Business address 504 East Main Street, Alliance, Ohio 44601
Telephone # (330) 821-2235 Fax # (330) 821-9362
E-mail address (if any) marionva@allianceoh.gov

A-7 **Applicant's address and toll-free number for customer service and complaints**

Customer Service address 504 East Main Street, Alliance, Ohio 44601
Toll-free Telephone # (330) 821-2235 Fax # (330) 821-9362
E-mail address (if any) marionva@allianceoh.gov


Signature of Applicant & Title

John B. Blaser

Director of Public Safety & Service

Sworn and subscribed before me this 12th day of December, 2008

Month

Year


Signature of official administering oath

Connie Mohr, Notary
Print Name and Title

My commission expires on 4/4/09

AFFIDAVIT

State of Ohio :

Alliance ss.
(Town)

County of Stark :

John B. Blaser, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/~~She~~ is the Service Director (Office of Affiant) of City of Alliance (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 renewal 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 renewal 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 if the opt-out is in draft form, the Applicant will docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service.

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.



Signature of Affiant & Title


John B. Blaser

Director of Public Safety & Service

Sworn and subscribed before me this 12th day of December, 2008.

Month

Year



Signature of official administering oath

Connie Mohr, Notary

Print Name and Title

My commission expires on 4/4/09

Exhibit A-2 "Authorizing Ordinance"

Introduced by: *MC ASHBERT*

Ordinance No. 97-00

Referred to: FINANCE / UTILITIES

1st Reading: 7/3/01

2nd Reading: 7/17/01

3rd Reading: _____

AN EMERGENCY ORDINANCE AUTHORIZING THE SUBMISSION TO THE ELECTORS OF THE CITY OF ALLIANCE OF A PROPOSAL TO AUTHORIZE THE CITY OF ALLIANCE TO ACT AS AN AGGREGATOR ON BEHALF OF CUSTOMERS WITHIN THE CITY FOR ELECTRICAL POWER IN THE YEAR 2001 AND THEREAFTER

WHEREAS, pursuant to Article XVIII, Section 4 of the Ohio Constitution, the City of Alliance has plenary power to, among other things, own and operate municipal utilities or to contract with others for the provision of utility services to the residents and business located within the City; and

WHEREAS, pursuant to R.C. Section 4928.01, et seq., municipalities and other may aggregate customers within their jurisdiction in order to facilitate "customer choice" in electric power suppliers and to promote lower cost electric utility services within the City; and

WHEREAS, aggregation by the City may permit customers within the City to realize lower electric rates from the collective purchasing of electric services; and

WHEREAS, the City of Alliance desires to submit an ordinance to the Board of Elections to submit to the electors of the City of Alliance the question of whether the City should create an aggregation program in accordance with R.C. Section 4928.20; and

WHEREAS, this ordinance constitutes an emergency measure providing for the immediate preservation of the public peace, property, health or safety in that it must be certified to the election authorities in order for the question to appear at an election to be held on November 7, 2000, to establish a retail aggregation program for the benefit of the City's electric consumers by January 1, 2001, the date that "customer choice" commence in Ohio pursuant to R. C. Section 4928.01, et seq.;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Alliance, Stark and Mahoning Counties, Ohio as follows:

Section 1. That this Council hereby authorizes the submission to the electors of the City of Alliance at a special election to be held at the usual places of voting of said City on Tuesday, November 7, 2000, of a proposal to authorize the City of Alliance to act as an aggregator on behalf of the customers within the City for electric power in the year 2001 and thereafter in accordance with R.C. Section 4928.20.

Section 2. That the proposed aggregation authorization, upon receiving at least a majority of the votes cast thereon at the November 7, 2000, special election, shall become effective immediately upon its adoption, and the City's aggregation program shall thereafter commence in accordance with the plan of operation to be established pursuant to R.C. Section 4928.01, et seq. If the proposed aggregation authorization is so adopted, all customers within the City shall automatically be included in the City's aggregation program.

Section 3. That the Clerk of this Council is hereby authorized to promptly forward a certified copy of this ordinance to the Board of Elections of Stark County by no later than August 24, 2000.

Section 4. That the Board of Elections of Stark County shall cause an appropriate notice to be duly given of the election to be held on November 7, 2000, on the foregoing proposal and otherwise to provide for such election in the manner provided by the general laws of the State of Ohio.

Section 5. That the Clerk of this Council is hereby authorized to cause the full text of this Ordinance to be published once a week for two consecutive weeks in a newspaper of general circulation published in the City of Alliance, with the first publication to be made at least fifteen days prior to the special election to be held on November 7, 2000, as provided in Article XVIII, Section 9 of the Constitution of the State of Ohio and Section 731.211 of the Ohio Revised Code.

Section 6. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 7. That the ballot submitting the question of the adoption of the aforesaid proposal shall read as follows:

A majority affirmative vote is necessary for passage.

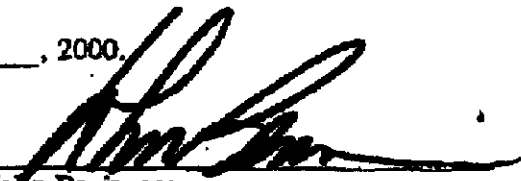
Shall the City of Alliance have authority to act as an aggregator on behalf of the electric customers within the City in the year 2001 and thereafter?

FOR THE CITY OF ALLIANCE ACTING AS AN
AGGREGATOR ON BEHALF OF ELECTRIC CUSTOMERS
WITHIN THE CITY OF ALLIANCE _____

AGAINST THE CITY OF ALLIANCE ACTING AS AN
AGGREGATOR ON BEHALF OF ELECTRIC CUSTOMERS
WITHIN THE CITY OF ALLIANCE _____

Section 8. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of public peace, property health and safety and for the further reason that it must be certified to the Board electors not later than August 24, 2000 and, provided it receives the affirmative vote of two-thirds of all the members elected 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 from and after the earliest period allowed by law.

Passed this 17 day of July, 2000.

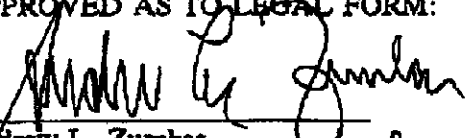

John Benincasa
President of Council


ATTEST

William Shetler
Clerk of Council


Toni E. Middleton
Mayor

APPROVED AS TO LEGAL FORM:


Andrew L. Zumbar
Law Director

This is to certify that the above Ordinance was published in "The Alliance Review" on the following date: July 22, 2000


R. MARK LOCKE
Clerk of Council

Exhibit A-3 "Operation and Governance Plan"

Introduced by: COUNCIL AS A WHOLE ORDINANCE NO. 01 - 01

Referred to: _____

1st Reading: 1-16-01

2nd Reading: _____

3rd Reading: _____

**AN ORDINANCE TO APPROVE THE PLAN OF
OPERATION AND GOVERNANCE FOR THE CITY OF
ALLIANCE'S ELECTRIC AGGREGATION PROGRAM,
AND DECLARING AN EMERGENCY.**

WHEREAS, Ohio Revised Code Section 4928.20 permits a municipality to aggregate customers within their jurisdiction in order to facilitate "customer choice" in electric power suppliers and to promote lower cost electric utility services within the City of Alliance; and

WHEREAS, on November 7, 2000, the electors of the City of Alliance approved of the City of Alliance's plan to create an aggregation program for customers located within the boundaries of the City of Alliance; and

WHEREAS, Revised Code 4928.20(C) requires a governmental entity interested in the automatic registration of customers under governmental aggregation, subject to customer rights to "opt-out" of such an aggregation, to adopt a plan of operation and governance for its aggregation program; and

WHEREAS, this ordinance constitutes an emergency measure providing for the immediate preservation of the public peace, property, health or safety in that opportunities to coordinate aggregation activities with certain suppliers of generation services may become limited, now, therefore,

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF
THE CITY OF ALLIANCE, STARK AND MAHONING COUNTIES,
OHIO.**

SECTION 1. That this Council hereby adopts the City of Alliance Plan of Operation and Governance, attached as Exhibit "A", for the implementation and administration of the City of Alliance's municipal aggregation program in accordance with Ohio Revised Code Section 4928.20(C).

SECTION 2. That this Ordinance be, and the same is hereby DECLARED to be an EMERGENCY measure, necessary for the immediate preservation of the

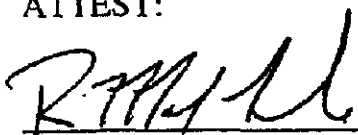
public peace, health, safety and welfare of the citizens of the City of Alliance and provided that it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in full force from and immediately upon its passage and approval by the Mayor and that the City of Alliance's aggregation program shall thereafter commence in accordance with the adopted Plan of Operation and Governance that has been established pursuant to Ohio Revised Code Chapter 4928, otherwise, it shall take effect and be in full force and effect from and after the earliest period allowable by law.

SECTION 5. That it is FOUND and DETERMINED that all formal actions of this Council concerning and relating to the adoption of this Ordinance was adopted 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 actions were in meetings open to the public, in compliance with all legal requirements, including those of Section 121.22 of the Ohio Revised Code.

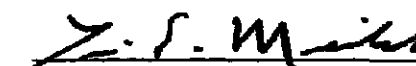
PASSED, this 16TH day of JANUARY, A. D., 2001.


John Benincasa, President of Council

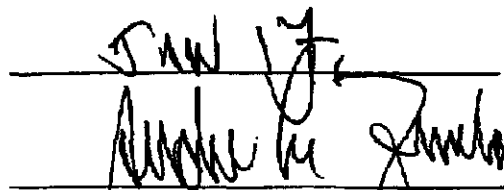
ATTEST:


R. Mark Locke, Clerk of Council

APPROVED: Jan. 17th, 2001.


Toni E. Middleton, Mayor

APPROVED AS TO LEGAL FORM:


Andrew L. Zumbar, Law Director

I, R. Mark Locke, Clerk of Council of the City of Alliance, do hereby certify that the foregoing is a true and correct copy of Ordinance No. - 01 passed by the Council of the City of Alliance, January 16 2001; EFFECTIVE WITNESS my hand and seal at Alliance Ohio, this 17 day of January 2001.

A handwritten signature in dark ink, appearing to read 'R. Mark Locke', written over a horizontal line.

R. Mark Locke, Clerk of Council

City of Alliance, Ohio Municipal Electric Aggregation Program

Plan of Operation and Governance

**Adopted by Alliance City Council
January 16, 2001**

1. Overview

At the November 7, 2000 general election, local residents authorized the City of Alliance ("the City") to create a municipal opt-out electric aggregation program ("the Aggregation Program") as provided under Section 4928.20 of the Ohio Revised Code. Under the opt-out electric aggregation program, all eligible electric consumers within the City's corporation limits will be automatically included in the Aggregation Program initially. However, all consumers will also be given the opportunity to opt out of or decline participation in the Aggregation Program as detailed herein.

The City's purpose in creating the Aggregation Program is to represent local consumer interests in emerging competitive electricity markets by aggregating electric loads within the City's corporation limits (including municipal facilities) and negotiating affordable, reliable electric supplies and other related services on behalf of local consumers. The City may pursue this purpose individually or in cooperation with other entities.

Many small commercial and residential electric consumers lack the knowledge and leverage to effectively negotiate power supply rates and services. A governmental aggregation program provides them with an option for professional representation and the bargaining power of a larger, more diverse consumer group that may be more attractive to suppliers, allowing them to effectively participate in the competitive process and achieve benefits.

The Aggregation Program is designed to reduce the amount a consumer pays for electric energy, and to gain other favorable economic and non-economic terms in service contracts. The City will not buy and resell power, but will represent collective consumer interests to set terms and conditions for service. Through a negotiation process, the City will develop a contract with a Competitive Retail Electric Services Provider (CRES Provider) or Providers for firm all-requirements electric service. The contract will run for a fixed term (i.e., one to five years). Once the contract has been finalized, it will be submitted to the Alliance City Council for approval.

Initially, each eligible consumer within the City's corporation limits will be automatically included in the Aggregation Program on a non-discriminatory basis. However, prior to actual enrollment, each consumer will receive a notice from the City detailing the Aggregation Program's rates, terms and conditions.

Each consumer will then have a 21-day period to opt out of or decline to participate in the Aggregation Program without charge. Consumers opting out of the program will remain on FirstEnergy's Standard Offer Generation Service until such time as they select an approved CRES Provider. A similar opt-out period will be offered every two years during which time consumers can leave the Aggregation Program without paying an early termination fee.

Participants who leave the Aggregation Program and wish to return, as well as consumers who move into the City after the initial opt-out period will be afforded the opportunity to

enroll in the Aggregation Program. However, the City cannot guarantee rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period.

Participants who relocate within the City limits and retain the same FirstEnergy account number will be allowed to continue in the Aggregation Program at their new locations under the same terms and conditions as at their former locations (subject to any switching fees imposed by FirstEnergy), *provided the FirstEnergy rate classification is the same at both locations and if corresponding MSG remains or is made available by FirstEnergy for that customer.* If MSG is not available in this circumstance, the CRES Provider will offer either the Master Service Agreement price or a market-based price to that customer.

The City will enter into a Master Service Agreement with a CRES Provider to implement and operate the Aggregation Program. Contracts for power supply and other related services will be negotiated, recommended, and monitored for compliance by the City on behalf of local consumers.

The Aggregation Program covers the power supply or generation portion only of a participant's electric bill. FirstEnergy will continue to deliver electricity to Aggregation Program participants' homes and businesses through its electric transmission and distribution system as a monopoly function regulated by the Public Utilities Commission of Ohio (PUCO). FirstEnergy will also continue to install, operate and maintain its system of poles, wires, transformers and other electric distribution components. Aggregation Program participants should continue to call FirstEnergy if their power goes out or if they have billing questions. The PUCO will continue to oversee FirstEnergy's electric safety and reliability service standards.

The City developed this Plan of Operation and Governance in compliance with Ohio law regarding municipal opt-out aggregation of electric consumers, including at least two public hearings prior to its adoption.

2. Plan of Operation and Governance

The Alliance City Council shall approve through resolution or ordinance the Aggregation Program's Plan of Operation and Governance in accordance with Ohio Revised Code Section 4928.20. Amendments to the Plan of Operation and Governance may be subject to Alliance City Council approval and filing with the PUCO.

3. Aggregation Program Structure and Management

Oversight of the Aggregation Program will be the responsibility of the Director, Department of Planning and Development, who shall report to the Mayor. The Director, Department of Planning and Development will have the authority to develop specifications for the Aggregation Program, to appoint an Aggregation Program Manager, and to select, hire and manage the CRES Provider.

The CRES Provider and the Aggregation Program Manager will work under the direction of the Director, Department of Planning and Development with the advice and counsel of the City Attorney.

Due to the complexity of the electric utility industry and the uncertainties of its associated restructuring activities, the Director, Department of Planning and Development may contract with a consultant or consultants to provide the necessary expertise to represent the City's interest in legislative and regulatory matters and/or to serve as the Aggregation Program Manager. Such services may include, but are not limited to facilitating consumer enrollment and opt-out, assisting with consumer education, addressing consumer questions and concerns, providing reports on program operation, enrollment and savings, negotiating future CRES Provider contracts, and representing the City in dealings with CRES Providers, FirstEnergy, the Ohio Legislature, the PUCO and the OCC.

3.1 *Selection of a CRES Provider*

The City will not buy and resell power to Aggregation Program participants. The City will negotiate with potential CRES Providers to provide affordable, reliable electric supplies and other electric related services on behalf of local consumers. The City will consider cooperating with other governmental aggregators if it appears beneficial to do so.

Through a negotiation process, the City will develop a Master Service Agreement (MSA) with a CRES Provider or Providers for firm, all-requirements service. The initial term of the MSA may be up to five (5) years corresponding with FirstEnergy's five-year retail electric competitive market development period or such shorter market development period as ordered by the PUCO.

The City will contract only with a CRES Provider or Providers that meet at a minimum the following criteria:

- Certified as a CRES Provider by the PUCO
- Registered as a generation supplier with FirstEnergy
- Have a Service Agreement for Network Integration Transmission Service under FirstEnergy's or ATSI's Open Access Transmission Tariff, as appropriate
- Have a Service Agreement under FirstEnergy's Market-based Rate Tariff
- Demonstrate that its Electronic Data Interchange (EDI) computer network is fully functional and capable of handling aggregation requirements.
- Successfully completed EDI computer system testing with FirstEnergy
- Meet standards of creditworthiness established by the City
- Have a customer call center capable of effectively handling participants' questions, concerns and disputes in a timely manner using a toll-free telephone number
- Hold the City harmless from any financial obligations arising from offering electricity and/or energy-related services to Aggregation Program participants
- Satisfy the State of Ohio's and FirstEnergy's credit requirements

- Negotiate with the City and execute the MSA
- Assist the City in developing detailed opt-out and opt-in procedures
- Provide the Automatic Aggregation Disclosure notice
- Affirmatively state the expected annual saving percentage for Aggregation Group participants
- Assist the City in holding public hearings on the Plan of Operation and Governance
- Submit a claim for MSG capacity to serve the Aggregation Program
- Notify aggregation program participants of the first month of aggregation power delivery

4. Enrollment and Termination of Aggregation Service

4.1 *Initial Consumer Notification and Enrollment*

After approval of the MSA by the Alliance City Council, the CRES Provider will work with the City and FirstEnergy to identify all eligible consumers within the City's corporation limits.

All eligible consumers will be notified in writing of the rates, charges and other terms and conditions of participation in the Aggregation Program and that they will be automatically enrolled in the Aggregation Program unless they opt out of or decline participation in the program. Consumers will be given a 21-day period in which to notify the City that they wish to opt out of or decline participation in the Aggregation Program. Moreover, if Market Support Generation (MSG) capacity is obtained from FirstEnergy, consumers will be notified again of the rates (which may include further reductions) and be given an opportunity to again switch out of the program. The opt-out notice shall include at least the following Aggregation Program information:

- Rates and charges
- Terms and conditions
- CRES Provider information and contacts
- CRES Provider's toll-free number for customer service and concerns
- City Aggregation Program Manager's contact information
- Consumer education information
- The 21-day opt-out period and opt-out procedures
- Consumer's right to opt-out every two years with no switching fee

Consumers may use one or more of the following methods to opt out of the program:

- 1) Returning a post card or other form provided in the opt-out letter;
- 2) Telephone;
- 3) Internet.

After the initial 21-day opt out and MSG-related switch periods have elapsed, all eligible consumers who have not notified the City of their desire to opt out of the Aggregation Program will be enrolled by the CRES Provider at the earliest date practicable. Participants will not be required to take other affirmative steps to be included in the program.

Consumers ineligible to participate in the Aggregation Program include those customer accounts that are located outside the City's municipal boundaries, customers who are in contract with a CRES provider, customers in a "special rate" contract with FirstEnergy, Percentage Income Payment Plan (PIPP) consumers and consumers whose accounts are not current with FirstEnergy. (The aggregation of PIPP customers is under the direction of the State of Ohio.)

Consumers enrolled in the Aggregation Program by the CRES Provider will receive a rescission letter from FirstEnergy notifying them of their enrollment and granting them seven calendar days to notify FirstEnergy of any objection to their enrollment in the Aggregation Program. FirstEnergy will notify the CRES Provider of consumer objections or any reason that a consumer was not enrolled in the Aggregation Program and CRES Provider will maintain a list of customers who have opted out under the program rules. The CRES Provider will report to the City the status of Aggregation Program enrollment on at least a monthly basis.

4.2 *Leaving the Aggregation Program*

Participants who wish to leave the Aggregation Program may do so:

- During the initial 21-day opt-out period
- During subsequent opt-out periods offered by the City at least every two years
- At any other time; however an early termination fee may be assessed

In addition to the initial 21-day opt-out period described above, each participant will be given an opportunity to opt out of the Aggregation Program every two years without paying an early termination fee. Consumers who choose to opt out of the Aggregation Program at any time other than during the initial 21-day opt-out period or during subsequent opt-out periods offered by the City may be subject to an early termination fee assessed by the CRES Provider.

Aggregation Program participants who wish to opt-out of the program after the initial 21-day opt-out period will be allowed to do so effective with the consumer's next meter reading date, subject to FirstEnergy's notice requirements.

Any consumer who opts out of the Aggregation Program will be returned to FirstEnergy's Standard Offer Generation Service until such time as the consumer selects another approved CRES Provider.

If a participant relocates outside of the City's corporation limits, there will be no exit fee and service will end under the aggregation program as described above.

4.3 *New and Returning Participants*

Participants who leave the Aggregation Program and wish to return, participants who initially opt out of the program and later wish to join, as well as consumers who move into the City after the initial 21-day opt-out period, will be afforded the opportunity to enroll in the Aggregation Program. However, the City cannot guarantee rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. Consumers may contact the Aggregation Program Manager to obtain current enrollment information.

Participants who relocate within the City limits and retain the same FirstEnergy account number will be allowed to continue in the Aggregation Program at their new locations under the same terms and conditions as at their former locations (subject to any switching fees imposed by FirstEnergy), provided the FirstEnergy rate classification is the same at both locations and if corresponding MSG remains or is made available by FirstEnergy for that customer. If MSG is not available, the City cannot guarantee that the consumer will receive the same price.

Consumers who opt-in to the Aggregation Program do so for the remaining term of the MSA. However, all consumers retain the right to opt-out every two years without paying a switching fee.

The CRES Provider will comply with all local, state and federal rules and regulations regarding discontinuing service to Aggregation Program participants.

5. Rates, Other Costs and Billing

5.1 *Electric Supply Charges*

The City will aggregate electric loads within the City's corporation limits (including municipal facilities) and negotiate mutually agreeable price terms with CRES Providers for affordable, reliable electric supplies and other related services on behalf of local consumers. The City may pursue this purpose individually or in cooperation with other entities. CRES Providers will supply information on electric supply charges by

FirstEnergy customer rate classification or other appropriate pricing category as approved by the City. All electric supply charges will be fully and prominently disclosed in consumer enrollment materials and will be subject to approval by the Alliance City Council.

5.2 *FirstEnergy's Regulated Customer Classifications and Rates*

FirstEnergy assigns customer rate classifications, character of service and associated regulated rates subject to PUCO approved tariffs. In addition to the CRES Provider's generation charges, consumers will continue to be billed for FirstEnergy's service and delivery charges. Although the City may participate in regulatory proceedings and represent the interests of consumers regarding these regulated rates, it cannot assign or alter customer rate classifications.

It is the intention of the city to offer its aggregation program to eligible customers in any and all customer classifications, and in all rate categories, for which the CRES Provider can offer a savings compared to FirstEnergy generation cost.

5.3 *Developing the Pool of Eligible Accounts*

The City shall request FirstEnergy to provide current customer information for all customers within the municipal boundaries. The provided information shall include:

- Customer name;
- Customer service address;
- Customer billing address;
- FirstEnergy customer account number;
- FirstEnergy rate code;
- FirstEnergy PIPP code;
- Customer load data;
- Whether or not a customer has a present contract with a CRES Provider;
- Whether or not customer has a special service contract with FirstEnergy.

From this information, the City and the CRES Provider will develop the pool of customers eligible to participate in the aggregation program, for which the CRES Provider can offer savings.

5.4 *Other Costs*

Governmental aggregation program participants are assessed a one time, \$5 switching fee by FirstEnergy. In the event this fee cannot be waived, it fee will be paid by the Aggregation Program participants. The City will not be responsible for paying the switching fee.

5.5 Customer Billing

The CRES Provider will comply with the customer billing requirements of O.R.C. Section 4928.10 and all applicable PUCO rules and regulations. The CRES Provider will use FirstEnergy's "Rate Ready Consolidated Billing" method initially in which each consumer account receives one bill itemizing the CRES Provider's electric supply charges and FirstEnergy's delivery, transition and other PUCO-approved charges. The CRES Provider may provide supplier consolidated billing if and when it becomes available, subject to Alliance City Council approval, which approval will not be unreasonably withheld. Any proposed use of a two-bill option must be approved by the City. The CRES Provider will offer a budget billing option to participants.

6. CRES Provider Responsibilities

The CRES Provider will work with the City to develop an education plan for retail electric consumers in the City. The City and the CRES Provider will, where practicable, provide consumer education messages that are consistent with the messages of FirstEnergy's local campaign, and the statewide electric consumer education program. The requirements of the City's consumer education plan will be provided in the MSA.

The CRES Provider will build and maintain a database of all Aggregation Program participants. The database will include the name, address, FirstEnergy service delivery identification (SDI) number and may include other pertinent information as agreed upon by the City and the CRES Provider. Such information may include the CRES Provider's account number (if different from FirstEnergy's SDI number), rate code, rider code (if applicable), most recent 12 months of kWh consumption and kW demand, and meter reading cycle. The Aggregation Program database will be updated at least quarterly. The City will have the right to access information in the database for the purposes of auditing.

The City deems any and all information related to an eligible customer to be confidential and proprietary trade secret information. The CRES Provider shall keep all eligible customer information provided to it by the City or FirstEnergy in supplying eligible customers within the City's corporation limit confidential and shall not disclose such information to any third party, unless such disclosure is required to serve any eligible customer, the third party agrees to keep such eligible customer information confidential, and the City consents to the disclosure of such information to the third party.

The CRES Provider will provide and maintain the required Electronic Data Interchange (EDI) computer system to effectively process Aggregation Program enrollments, opt outs, billing, etc, with FirstEnergy.

The CRES Provider will provide a local or toll free telephone number for participant questions and concerns about enrollment, opt-out provisions, billing and other Aggregation Program issues.

The CRES Provider will develop internal controls and processes to help ensure that the City remains in good standing as a governmental aggregator that complies with all laws, rules, and regulations regarding the same as they may be periodically amended.

7. Reliability and Customer Service

For the protection of retail electric consumers in Ohio, the PUCO has adopted rules governing minimum service, quality, safety, and reliability practices for local utilities like FirstEnergy. The rules provide standards for inspection, maintenance, repair, and replacement of the transmission and distribution lines of each local utility. The rules also impose standards on utilities for system operation, reliability, and safety during emergencies and disasters.

FirstEnergy will continue to maintain and service its electric transmission and distribution facilities in the City. Accordingly, the only thing that changes for the FirstEnergy consumers in the City who participate in the Aggregation Program is the generation supplier. For the members of the Aggregation Group, the generation supplier will be the CRES Provider.

The CRES Provider will provide a toll free telephone number and Internet web page for consumer questions and concerns. Customer service protocol will be developed with the CRES Provider.

8. Reliability and Indemnification of Consumers

Electric service reliability is an essential to Aggregation Program participants. The City will strive to provide high-quality service and reliability through provisions of the CRES Provider contract, through traditional proceedings related to FirstEnergy's regulated transmission and distribution services; and through direct discussions with FirstEnergy concerning specific or general problems related to quality and reliability of its transmission and distribution system.

If for any reason a CRES Provider fails to provide uninterrupted service, the City will attempt to acquire an alternative power supply. If this attempt fails, participants will default to FirstEnergy's Standard Offer Generation Service. In no case will participants be without power as the result of the CRES Provider's failure to provide uninterrupted service. The City will seek to minimize this risk by contracting only with reputable CRES Providers that demonstrate reliable service. The City also intends to include conditions in its CRES Provider contract that will indemnify participants against risks or problems with power supply service and price.

9. Participant Rights

All Aggregation Program participants shall enjoy the protections of law afforded to consumers as they currently exist or as they may be amended from time to time. These include rights to question billings or service quality or service practices. All program participants shall also enjoy the individual right to decline participation in the Aggregation Program subject to the terms and conditions contained herein.

All Aggregation Program participants will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the CRES Provider, be provided all required notices and information; and always retain the right to opt out of the Aggregation Program or switch suppliers subject to the terms and conditions contained herein.

All consumers within the City's corporation limits shall be eligible to participate in the Aggregation Program on a non-discriminatory basis subject to the terms and conditions described herein, Ohio law, PUCO rules and regulation governing electric service, and FirstEnergy's approved tariffs.

Service under the Aggregation Program shall include all eligible customer classes in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. CRES Provider contracts shall contain provisions to maintain these principles and equitable treatment of all customer classes.

Low-income consumers shall remain subject to all provisions of Ohio law and PUCO rules and regulations as they may be amended from time to time regarding their rights to return to FirstEnergy's Standard Offer Generation Service and participation in the Aggregation Program.

10. Participant Responsibilities

Aggregation Program participants are subject to the same standards and responsibilities as other electric consumers, including payment of billings and access to metering and other equipment necessary to carry out utility operations.

11. Termination of the Aggregation Program

The Aggregation Program may be discontinued upon the termination or expiration of the CRES Provider contract without any extension, renewal or subsequent contract being executed. In the event of Aggregation Program termination, each participant will receive notification 60 days prior to such program termination and can return to FirstEnergy's Standard Generation Offer Service or select another approved CRES Provider.

12. Definitions

“Aggregation” means combining the electric loads of multiple customers for the purposes of supplying or arranging for the supply of competitive retail electric generation service to those customers.

“Aggregation Group” means those eligible retail consumers of FirstEnergy within the corporate limits of the City who do not “opt-out” of the City’s aggregation program. The Aggregation Group means those retail residential, commercial, and large use customers whose meters are read on a cycle basis by FirstEnergy within the corporation limits of the City who become participants in the Aggregation Program.

“Master Service Agreement” means the contract between the City and the CRES Provider.

“Competitive Retail Electric Service” means a component of retail electric service that is deemed competitive under the Ohio Revised Code or pursuant to an order of the PUCO.

“CRES Provider” means an individual or entity that has been certified by the PUCO to provide competitive retail electric generation, power brokering or power marketing and that has executed a Master Services Agreement with the City.

“City Load” means all City accounts both within and without the corporation limits of the City including, but not limited to, Utilities, Port Control, Public Service, Health, Public Safety, Parks, Recreations and Properties, Community Development, Street Lights and Traffic Signals.

“Consolidated Billing” means combining FirstEnergy’s charges and the CRES Provider’s charges on one billing statement.

“Governmental Aggregator” means a municipality that provides aggregation services.

“Market Support Generation” is generation capacity available from the FirstEnergy Transition Plan Settlement made available by FirstEnergy at a price intended to stimulate the competitive retail electric market in Ohio.

“PIPP” means Percentage of Income Payment Plan Program as prescribed in PUCO Rules 4901:1-18-02(B)-(G) and 4901:1-18-04(B) of the Ohio Administrative Code.

“Power Marketer” means a certified electric supplier that takes title to electricity, capacity and other services from electric power generators and other wholesale suppliers and then resells those services to end-use customers.

“Rate Ready Billing” means a billing method in which the non-billing party provides rate information to the billing party sufficient to calculate the non-billing party’s charges.

Governmental Aggregator's Customer Service Procedures and Dispute Resolution

The Aggregation Program only impacts the source of electric power supply. Ohio Edison will continue to deliver the electricity purchased through the Aggregation Program to participants' homes and businesses through its electrical power distribution system. Participants with question or concerns regarding service delivery or safety, such as an electrical outage should continue to contact Ohio Edison at 888-544-4877. Meter reading or other billing questions should also be directed to Ohio Edison at 800-447-3333. Questions regarding Aggregation Program enrollment or opting out should be directed to the CRES Provider. General questions and concerns should be directed to the office of the Village Administrator. Disputes unresolved by the aforementioned parties, should be directed to either the Ohio Consumer's Counsel or the Public Utilities Commission of Ohio. The following table gives toll-free telephone numbers for use by consumers.

Question or Concern	Contact	Telephone Number
Electrical Power Outage	Ohio Edison	888 544-4877
Connect/disconnect Service	Ohio Edison	800 633-4766
Meter reading/billing	Ohio Edison	800 633-4766
To enroll in or opt-out of the Residential Program	Green Mountain Energy Svcs. M-F: 8:00 AM – 8:00 PM Sat: 9:00 AM – 1:00 PM	877 700-7794
To enroll in or opt-out of the Commercial Program	First Energy Solutions M-F: 7:00 AM – 7:00 PM	888 254-6359
Aggregation Program Questions or concerns	Mr. Vincent Marion Director, Dept of Planning and Development	330 829-2235
Unresolved disputes (residential customers)	Ohio Consumer's Counsel	877-742-5622 toll free
Unresolved disputes (all customers)	Public Utilities Commission of Ohio	(800)-686-7826 (voice) (800)-686-1570 (TDD)

Exhibit A-4 "Automatic Aggregation Disclosure"

<<City Logo>>

<<City>>
<<City Manager>>, City Manager
City Manager's Office
<<Address>>
<<City>>, <<ST>>, <<ZIP>>

<<DATE>>

CURRENT CUSTOMER
AMPO Opt-Out Sample
123 State Street
<<City>>, OH 44870

IMPORTANT INFORMATION

From the City of <<City>>
Regarding Your Electricity Service



Dear AMPO Opt-Out Sample,

As a participant in your city's Municipal Electric Aggregation program, you are currently among thousands of others in this and neighboring cities who have chosen to purchase cleaner¹ Green Mountain Energy[®] electricity from Green Mountain Energy Company. Through your city's aggregation program, you will receive a guaranteed discount off the shopping credit for the generation portion of your electricity bill. The discount that has more than doubled since the start of the program and is now 5%.

By law, every two years we're required to provide all customers in the program with the opportunity to remain a Green Mountain Energy[®] electricity customer and continue to save on electricity through the Aggregation, or to opt-out of the program without penalty.

STAYING WITH THE PROGRAM IS A SMART CHOICE!

- **You're getting great value & reliability.** Your city has ensured that you will receive a discount off the shopping credit on your electricity generation charges: A discount that has more than doubled to 5% since the start of the program. You're buying a premium, less-polluting² electricity product for less than your utility's standard rate! And, as you know, your local utility still provides service for power outages, downed wires, or any other maintenance issues you may experience.
- **You're helping to reduce air pollution.** It's an easy way to reduce your household's share of CO2 emissions. In one year, your choice of cleaner Green Mountain Energy electricity prevents as much CO2 as a car produces in almost 530 miles of driving.
- **You're making a difference.** Customers like you create demand for cleaner energy in Ohio and are responsible for spurring the development of the Green Mountain Energy[®] Wind Farm at Bowling Green, the first utility-scale wind farm in the state.

All eligible customers will be automatically included in the program unless you choose to "Opt Out" using the enclosed form by <<opt out end date>> or calling Green Mountain by the date on the opt out form. If you prefer to continue to participate in the municipal aggregation program, you DO NOT HAVE TO DO ANYTHING.

You will find additional details of the aggregation program in the Frequently Asked Questions and Terms and Conditions within this mailer. Please read them carefully. You may also contact Green Mountain Energy Company by email at theohfolks@greenmountain.com, by visiting www.greenmountain.com/care/ampo, or by calling 1-877-700-7794 during the hours of 8:00am - 8:00pm Monday - Friday and 9:00am - 1:00pm Saturdays(EST). You are also welcome to contact the Aggregation Program Manager, AMPO, Inc. at (800) 305-1066.

Respectfully,

<<City Manager>>
City Manager
City Manager's Office
<<Address>>
<<City>>, <<ST>>, <<ZIP>>

Ronald E. Prater,
General Manager, Midwest & East Regions
Green Mountain Energy Company
5450 Frantz Road, Suite 240
Dublin, OH 43016

You will not be electricity from a specific generation facility, delivered directly to your house. All your electricity consumption will be matched annually at regional grid by electricity from natural gas and renewable resources contained in the electricity tags used for this product. The resources are about 10% less polluting than the most Ohioans are buying today.

<<City>> Municipal Aggregation Opt Out Election Form

- ☐ I elect **NOT** to participate in the <<City>> Municipal Electric Aggregation Program with Green Mountain Energy Company.
(If you DO NOT wish to take part in the aggregation program, please check box to make election)

Account Holder's Signature: _____ Date: _____

Account Holder's telephone number: () - -

(NOTE: Your telephone number will not be shared with unaffiliated third parties or be used for direct solicitation.)

Please note: For your choice to be effective, the information provided below must match the information contained in your <utility name> electric utility bill.

Electric Utility Account Number: <XXXXXXXXXXXX> Code: <NCC/CC>

Mailing Address:
Opt Out Sample
1234 Ave. Street
Anytown, US 12345

Service Address on Utility Account:
Opt Out Sample
1234 Ave. Street
Anytown, US 12345

This form must be postmarked by <<21 days after postmark date>> for your election to be effective.
Green Mountain Energy Company Customer Service Hours (EST): 8:00am - 8:00pm Monday - Friday and 9:00am - 1:00pm Saturdays 1-877-700-7794

IMPORTANT NOTICE:

By returning this signed form, I affirmatively elect **NOT** to participate in the Municipal Electric Aggregation Program. By electing not to participate, I understand from the accompanying materials that I will forgo the benefits of the program. I understand that if I choose to Opt-out of the <<City>> Electric Aggregation Program, I must fully complete this form and mail it to Green Mountain Energy Company in the enclosed envelope, or call Green Mountain Energy Company to opt out no later than 21 days from the date listed on the notification letter accompanying this form. My letter must be post marked by this date for my opt-out election to be effective. If it is not post marked by this date or I do not call by the specified date, I understand that I will be automatically enrolled in the <<City>> Municipal Electric Aggregation Program. I assume all responsibility to send the Opt Out Election Form or call Green Mountain Energy Company.

<<City Logo>>

<<City>>
<<City Manager>>, City Manager
City Manager's Office
<<Address>>
<<City>>, <<ST>>, <<ZIP>>

<<DATE>>

OPTOUTS/CANCELS
AMPO Opt-Out Sample
123 State Street
<<City>>, OH 44870

IMPORTANT INFORMATION

From the City of <<City>>
Regarding Your Electricity Service



Dear AMPO Opt-Out Sample,

I would like to invite you to be a participant in your city's Municipal Electric Aggregation program. You now have the opportunity to join thousands of others in this and neighboring cities that have chosen to purchase cleaner Green Mountain Energy® electricity from Green Mountain Energy Company. Through your city's aggregation program, you will receive a guaranteed discount off the shopping credit for the generation portion of your electricity bill. The discount that has more than doubled since the start of the program, and is now 5%.

By law, every two years we're required to provide all eligible residents in the community the opportunity to join the program and save on electricity through the Aggregation, or to opt out of the program without penalty. Since you are not currently a customer, this is your chance to be enrolled.

THE PROGRAM IS A SMART CHOICE

- You'll get great value & reliability. Your city has ensured that you will receive a discount off the shopping credit on your electricity generation charges. This discount is now 5%! You'll be buying a premium, less-polluting electricity product for less than your utility's standard rate! And, your local utility will provide service for power outages, downed wires, or any other maintenance issues you may experience.
- You can help to reduce air pollution. It's an easy way to reduce your household's share of CO2 emissions. In one year, your choice of cleaner Green Mountain Energy electricity will prevent as much CO2 as a car produces in almost 530 miles of driving.
- You can make a difference. Customers like you create demand for clean energy in Ohio and are responsible for spurring the development of the Green Mountain Energy® Wind Farm at Bowling Green, the first utility-scale wind farm in the state.

All eligible customers will be AUTOMATICALLY INCLUDED in the program unless you choose to "Opt Out" using the enclosed form by <<opt out end date>> or calling Green Mountain Energy Company, even if you opted out or dropped from the program before. If you prefer to participate in the municipal aggregation program, you DO NOT HAVE TO DO ANYTHING.

You will find additional details of the aggregation program in the Frequently Asked Questions and Terms and Conditions within this mailer. Please read them carefully. You may also contact Green Mountain Energy Company by email at theohfolks@greenmountain.com, by visiting www.greenmountain.com/care/ampo, or by calling 1-877-700-7794 during the hours of 8:00am - 8:00pm Monday - Friday and 9:00am - 1:00pm Saturdays (EST). You are also welcome to contact the Aggregation Program Manager, AMPO, Inc. at (800) 305-1066.

Respectfully,

<<City Manager>>
City Manager
City Manager's Office
<<Address>>
<<City>>, <<ST>>, <<ZIP>>

Ronald E. Prater,
General Manager, Midwest & East Regions
Green Mountain Energy Company
5450 Frantz Road, Suite 240
Dublin, OH 43016

*You will not have electricity from a specific generation facility delivered directly to your house, but your electricity consumption will be matched annually, in separate grids by electricity from natural gas and renewable resources described in the electricity facts label for this product. Green Mountain Energy® electricity is about 20% less-polluting than what most Ohioans are using today.

<<City>> Municipal Aggregation Opt Out Election Form

☐ I elect **NOT** to participate in the <<City>> Municipal Electric Aggregation Program with Green Mountain Energy Company.

(If you DO NOT wish to take part in the aggregation program, please check box to make election)

Account Holder's Signature: _____ Date: _____

Account Holder's telephone number: (000) 0000-0000

(NOTE: Your telephone number will not be shared with unaffiliated third parties or be used for direct solicitation.)

Please note: For your choice to be effective, the information provided below must match the information contained in your <utility name> electric utility bill.

Electric Utility Account Number: <XXXXXXXXXXXXXXX> Code: <NCC/CC>

Mailing Address
Opt-Out Sample
1234 Any Street
Any Town, US 12345

Service Address on Utility Account
Opt-Out Sample
1234 Any Street
Any Town, US 12345

This form must be postmarked by <<21 days after postmark date>> for your opt-out to be effective.
Green Mountain Energy Company Customer Service Hours (EST): 8:00am - 8:00pm Monday - Friday and 9:00am - 1:00pm Saturdays 1-877-700-7794

IMPORTANT NOTICE: By returning this signed form, I affirmatively elect NOT to participate in the Municipal Electric Aggregation Program. By electing not to participate, I understand from the accompanying materials that I will forego the benefits of the program. I understand that if I choose to Opt-out of the <<City>> Electric Aggregation Program, I must fully complete this form and mail it to Green Mountain Energy Company in the enclosed envelope, or call Green Mountain Energy Company to opt out no later than 21 days from the date listed on the notification letter accompanying this form. My letter must be post marked by this date for my opt-out election to be effective. If it is not post marked by this date or I do not call by the specified date, I understand that I will be automatically enrolled in the <<City>> Municipal Electric Aggregation Program. I assume all responsibility to send the Opt Out Election Form or call Green Mountain Energy Company.

Terms of the Program

Through your city's Municipal Electric Aggregation program, Green Mountain Energy Company offers you the ability to save a fixed percentage off the existing Ohio Edison Shopping Credit. Once enrolled, you will remain in the program through 2005. However, you may choose to end your participation at any time by paying an early termination fee of \$25 to Green Mountain Energy Company (\$50 for commercial customers). Eligible consumers who elect to opt-out of the program or who choose to leave the Aggregation Program and later wish to return, and consumers who move into the City after the initial opt-out period, will periodically be afforded an opportunity to enroll in the Aggregation Program. However, the City cannot guarantee the rates or terms and conditions of service that will be available to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. The initial term of the agreement may be extended beyond 2005 so long as both the City and Green Mountain Energy Company consent.

Program Eligibility

This program is for customers who receive service within the city limits of Alliance, Huron, London, Lagrange and Sandusky under the following rate codes: Ohio Edison rate codes- Residential Standard Rate (OE-RS10AF), Residential Space Heating (OE-RS11AF), Residential Load Management (OE-RS17F) and Residential Optional Electrically Heated Apartment (OE-RS19F). If you receive service from Ohio Edison Company (OE) under a rate code other than those shown above, if you do not receive service from Ohio Edison, or if the service address for your home is outside the municipal boundaries of these cities, this aggregation offer is not available to you, and you should opt out of the program. In addition, if you meet one of the following conditions, you are NOT eligible to participate in this program: Percentage of Income Payment Plan (PIPP) customers; consumers currently receiving electric generation service from another CRES provider (someone other than your utility); consumers who utilize interval-metering; accounts with OE that have multiple or dual meters where one or more of the meters is not on a shoppable rate code; or customers who have an optional service rider that requires you to be a full service customer with your local utility. Again, if you have an account that is not eligible, please return your opt-out form.

* By consent, we mean that we ensure that an equal amount of electricity generated from cleaner resources like wind (wind farms), sun (solar power), biomass, hydro, geothermal and natural gas (the cleanest burning of the fossil fuels), is delivered to regional grids equal to our customer's annual electricity purchases.

Pricing

Your monthly savings is 5%, which is guaranteed through 2005. Every month, your Green Mountain Energy Company supplier charges will always be 5% off the Generation Shopping Credit portion of your bill. Green Mountain Energy electricity generation charges will always be less than the utility's generation shopping credit. The generation shopping credit and the discount will appear on your electric bill after you have enrolled in the program. The Generation Shopping Credit changes each month depending on your usage and is the amount that is credited to the bill when you switch to an alternative generation provider.

Year of Program	Percent Discount Off The Shopping Credit
2002	2%
2003	3%
2004	5%
2005	5%

Enrollment

If you are not currently purchasing Green Mountain Energy electricity through your city's aggregation, and you do not opt out, you will still be enrolled in the program. Your enrollment is automatic because you are entitled to these savings as a member of your community. If you do not want to participate, you must return the attached opt-out form postmarked or call Green Mountain Energy Company by the date listed on the form.

Current Green Mountain Energy Electricity Customers

If you are currently participating in the program and want to continue receiving these savings, you do not need to do anything. The electricity generation will continue to be supplied by Green Mountain Energy Company. If you choose to opt out now, and decline the offer of cleaner electricity at a savings, your electricity service will default to Ohio Edison at the current standard service offer rate.

New Green Mountain Energy Electricity Customers

If you are a new customer and would like to participate, you do not need to take any action. You will be enrolled in this program as a benefit of living in your community. If you do not want to participate, you must return the attached opt-out form by the required postmark date listed on the form.

Already Opted Out or Left the Program

If you opted out in one of the previous opt-out periods during the last two years or if you were a customer who previously cancelled your service, but now want to join, you do not need to do anything. You will automatically be included in this program. However, if you do not want to participate in this program, you must opt out again by returning the attached opt-out form by the postmark date listed on the form or calling Green Mountain Energy Company by the date listed on the form. CUSTOMERS WHO PREVIOUSLY OPTED OUT IN THE FIRST TWO YEARS OF THE AGGREGATION PROGRAM OR CUSTOMERS WHO WERE PREVIOUSLY SERVED BUT CANCELLED WILL AUTOMATICALLY BE ENROLLED, UNLESS YOU AFFIRMATIVELY OPT OUT FOR THE NEXT TWO-YEAR PERIOD.

Opting Out

You must mail in your completed form and it must be postmarked by the deadline printed on the form or you must call Green Mountain Energy Company by the deadline printed on the form. If you are responsible for multiple accounts, you will receive multiple opt out notices and must follow the opt out procedure form for each of those accounts. Note that on the opt out form itself, the service address is noted beside your mailing address.

If you opt out, you will have 2 choices: 1) You can continue to buy electricity generation from your current supplier, in most cases, the local utility; or 2) you can choose to contact with another electric generation supplier. (The PUCO provides comparison information on the different offers on the market once they become available. Their toll-free number is 1-888-632-1314 and their website is located at www.ohioelectricchoice.com.)

If you opt out now, you may enroll automatically in the aggregation program only during the next scheduled free opt-out period described above. You may be subject to an exit fee or similar early termination charge by the supplier you have at that time.

If you have already contacted with another electricity generation supplier you should not have received this mailing and you must send in the enclosed opt-out form or call Green Mountain Energy Company to opt out at the number listed below.

Cancellation

If you elect to opt out at any time other than the free opt-out periods, you will be assessed a **\$25 cancellation fee**. This fee will not apply if you terminate service because you move from an eligible community. The fee will be charged on your final utility bill containing Green Mountain Energy Company supplier charges.

Once your cancellation is complete, your electricity service will default to your local utility. At that time, the utility standard service offer rate and terms and conditions for the generation portion of your bill may not be the same as they were prior to your switch or the same as that for other customers served by the utility.

Billing and Service

Your service will commence in approximately 1 to 2 billing cycles following the end of the opt-out period. Once service begins, Ohio Edison will read your meter and provide a single bill containing both its charges and Green Mountain Energy Company's charges. It will be your responsibility to pay the total amount due to Ohio Edison. If you fail to pay the Green Mountain Energy Company portion of the bill, you may be removed from the program and you will be subject to a 1.5% per month late payment fee on all Green Mountain Energy charges shown as past due on the next billing statement. You should continue to call your local electric utility if you experience a power outage and the Public Utilities Commission of Ohio will still oversee the safety and reliability of your service.

Budget Billing

If you are a residential customer on an "Equal Payment Plan" with Ohio Edison, and are participating in this program, your electric generation charges will not be included in their "Equal Payment Plan" amount. Instead, those supplier generation charges will be listed separately. Green Mountain Energy Company offers Budget Billing to residential customers for supplier charges. You must contact Green Mountain Energy Company to receive this service. Budget billing is not available for customers on load management rates.

You must have at least 12 months of usage with Ohio Edison or Green Mountain Energy Company in order to be eligible for the Budget

Billing plan. Your initial budget amount for supplier charges is calculated based on 12 months of actual electricity usage. Once the Budget Billing plan is calculated, it is sent to your utility to be implemented. The Budget Billing plan will go into effect after one to two billing cycles. Once Green Mountain Energy Company Budget Billing is implemented with the utility company, and following your initial six months of Budget Billing, Green Mountain Energy Company will periodically review historic actual usage on your account, and make adjustments to your Budget Billing plan to ensure its accuracy.

Contact Information

Additional details of the aggregation program can be obtained by reviewing the Municipal Electricity Aggregation Program Plan of Operation and Governance for your city. Green Mountain Energy Company can be reached by emailing theohiofs@greenmountain.com, by visiting www.greenmountain.com/care/am/po, or by calling 1-877-700-7794. You can additionally contact the Aggregation Program Manager at AM/PO, Inc. 1-800-305-1066, or contact the Public Utilities Commission of Ohio at 1-800-686-7826.

Electricity Aggregation Program

Terms and Conditions



Green Mountain Energy Company
Customer Service Hours (EST):
8:00am – 8:00pm Monday – Friday
and 9:00am – 1:00pm Saturdays
1-877-700-7794

Savings

Green Mountain Energy's advanced technology is designed to reduce the amount of energy used to generate electricity. This means lower costs for customers. In Ohio, customers can save up to 10% on their electricity bills. In New York, customers can save up to 15%. In Pennsylvania, customers can save up to 20%. In Maryland, customers can save up to 25%. In Virginia, customers can save up to 30%. In North Carolina, customers can save up to 35%. In South Carolina, customers can save up to 40%. In Georgia, customers can save up to 45%. In Florida, customers can save up to 50%. In Alabama, customers can save up to 55%. In Mississippi, customers can save up to 60%. In Louisiana, customers can save up to 65%. In Texas, customers can save up to 70%. In Oklahoma, customers can save up to 75%. In Kansas, customers can save up to 80%. In Nebraska, customers can save up to 85%. In Iowa, customers can save up to 90%. In Missouri, customers can save up to 95%. In Arkansas, customers can save up to 100%.

Power Perks

Green Mountain Energy's advanced technology is designed to reduce the amount of energy used to generate electricity. This means lower costs for customers. In Ohio, customers can save up to 10% on their electricity bills. In New York, customers can save up to 15%. In Pennsylvania, customers can save up to 20%. In Maryland, customers can save up to 25%. In Virginia, customers can save up to 30%. In North Carolina, customers can save up to 35%. In South Carolina, customers can save up to 40%. In Georgia, customers can save up to 45%. In Florida, customers can save up to 50%. In Alabama, customers can save up to 55%. In Mississippi, customers can save up to 60%. In Louisiana, customers can save up to 65%. In Texas, customers can save up to 70%. In Oklahoma, customers can save up to 75%. In Kansas, customers can save up to 80%. In Nebraska, customers can save up to 85%. In Iowa, customers can save up to 90%. In Missouri, customers can save up to 95%. In Arkansas, customers can save up to 100%.

Green Mountain Energy's advanced technology is designed to reduce the amount of energy used to generate electricity. This means lower costs for customers. In Ohio, customers can save up to 10% on their electricity bills. In New York, customers can save up to 15%. In Pennsylvania, customers can save up to 20%. In Maryland, customers can save up to 25%. In Virginia, customers can save up to 30%. In North Carolina, customers can save up to 35%. In South Carolina, customers can save up to 40%. In Georgia, customers can save up to 45%. In Florida, customers can save up to 50%. In Alabama, customers can save up to 55%. In Mississippi, customers can save up to 60%. In Louisiana, customers can save up to 65%. In Texas, customers can save up to 70%. In Oklahoma, customers can save up to 75%. In Kansas, customers can save up to 80%. In Nebraska, customers can save up to 85%. In Iowa, customers can save up to 90%. In Missouri, customers can save up to 95%. In Arkansas, customers can save up to 100%.



Changing the Way Power is Made

Most people don't know it, but the generation of electricity is the largest source of industrial air pollution in the U.S. The current use of traditional resources, like the burning of coal and oil to generate electricity, causes millions of tons of pollution to be released into our atmosphere each day. In fact, the generation of electricity is responsible for:

2/3 of all Sulfur Dioxide emissions.....
which contributes
to acid rain.

1/4 of all Nitrogen Oxide emissions.....
which contributes
to smog and acid rain.

40% of all Carbon Dioxide emissions.....
a greenhouse gas that
leads to global warming.

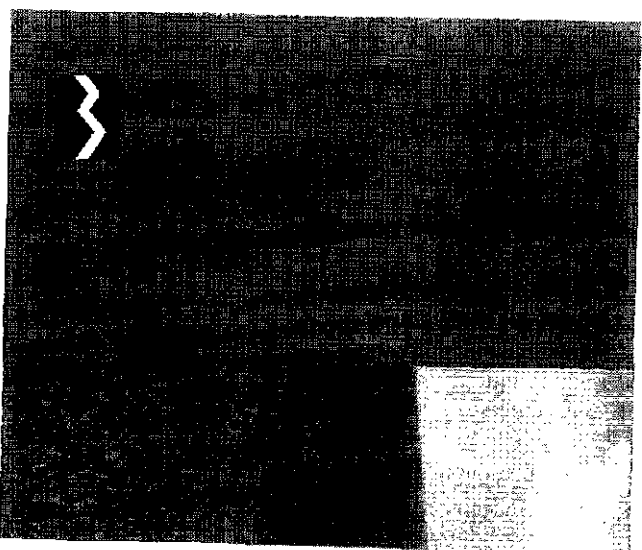
Green Mountain Energy Company is dedicated to changing the way power is made by sponsoring the development of new pollution-free wind and solar facilities. For example, a new solar array in Lake Farmpark in Kirtland, Ohio has recently been put online.



©2004 Green Mountain Energy Company. Green Mountain Energy is a trademark of Green Mountain Energy Company. Printed on recycled paper (100% post-consumer waste fiber, 100% concentrated chlorine free, 100% old growth free) with soy based ink. Please recycle.



Buy cleaner electricity
at a discount!



Continue to save money on
your electricity bills...
while helping to clean the air

At Green Mountain Energy Company, our mission is to change the way power is made by providing consumers with the opportunity to buy cleaner electricity. We are the largest retail provider of mass-bolting electricity in the U.S. So far, you are one of almost 600,000 customers nationwide that have chosen Green Mountain Energy's electricity product. We are currently serving customers in seven states: California, Florida, New Jersey, New York, Pennsylvania, Texas, and Oregon, and both small commercial and residential customers in Ohio.

Our energy is cleaner than what most other electricity providers sell in Ohio and the other states where we do business. By buying Green Mountain Energy's electricity, you are helping to keep our planet to help clean the air we breathe. An Ohio customer purchasing Green Mountain Energy's electricity for a year will offset over 470 pounds of carbon dioxide. That's a significant reduction in the average American household's share of carbon dioxide emissions. The over production of carbon dioxide, a greenhouse gas, is largely believed to be responsible for global warming. And through our program with AMP-Ohio, you are also eligible for a discount on the shopping credit for the generation portion of your electricity bill.



Frequently Asked Questions

See Terms and Conditions for detailed information

What is Aggregation?

Aggregation is when a group of customers join together to form a single, larger customer that buys energy for its members. A large buying group may be able to get a better price for the group members than you can get on your own.

How did Green Mountain Energy Company become my electric generation supplier?

In 2001, voters authorized your city to form a purchasing group to negotiate better terms when purchasing electricity. As part of this aggregation agreement, AMP-Ohio, Inc., worked with your city and Green Mountain Energy Company so you can purchase cleaner, more reliable electricity at a lower rate.

Who is AMP-Ohio?

Columbus based American Municipal Power-Ohio (AMP-Ohio) is a nonprofit corporation that owns and operates electric facilities or otherwise provides for the generation, transmission and/or distribution of electric power and energy to its member communities. Members include 79 of Ohio's 85 municipally-owned electric systems, as well as 3 Pennsylvania and 2 West Virginia public power systems. AMP-Ohio has been helping municipal electric systems provide lower cost power for over 30 years, and formed a subsidiary, AMP-Ohio, Inc. in 1998. AMP-Ohio, Inc. worked with your city in the development and implementation of this aggregation program.

Do I Have to Switch to Green Mountain Energy Company?

NO. You can choose not to participate, but then you won't receive the benefits of the program. If you don't want to take part, return the opt out notice in the postage-paid envelope to Green Mountain Energy Company postmarked by the date indicated.

*You will not have electricity from a private generator installed directly to your house, but your attention consumption will be matched annually to regional rates by receiving from natural gas and renewable resources depending on the electricity needs listed for this product. Green Mountain Energy's electricity is about 70% less polluting than what most Ohioans are buying today.

Can I Opt Out Over The Phone?

Yes. You may call Green Mountain Energy Company to opt out as long as you do so by the opt out deadline date. You will be issued a unique confirmation number if you opt out over the phone.

If I Choose A Supplier, Will I Still Be A Customer Of My Current Local Electric Utility?

Yes. You still get the same reliable service you've always had because you remain a customer of your local electric utility since the delivery of electricity is solely the responsibility of your local electric utility. Your utility will continue to move power to your home or business. You will still call your local electric utility if your power goes out. They will continue to read your meter, transmit your electricity over their existing lines, provide customer service and emergency service, and send your monthly bill. Green Mountain Energy Company will simply supply your electric generation service.

Can I Get Out Of The Program Later?

Yes, but if you elect to opt out at any time other than the free opt-out periods (unless you are moving), you will be assessed a \$25 cancellation fee. The fee will be charged on your final utility bill containing Green Mountain Energy Company supplier charges. Once your cancellation is complete, your electricity service will default to your local utility.

Can I get back into the program at a later time?

Yes, but you will have to wait until the next planned enrollment period.

How Do I Know How Much I Have Saved?

Each month, you can easily see the savings the aggregation has made possible by comparing your Green Mountain Energy electricity charges seen in the Basic Charges section on page three of your current utility bill to the Generation Shopping Credit, seen in the Ohio Edison charges section on page three of your bill. The Green Mountain Energy electricity charges will be 5% less than the Generation Shopping Credit through the end of 2005.

*You will not have electricity from a private generator installed directly to your house, but your attention consumption will be matched annually to regional rates by receiving from natural gas and renewable resources depending on the electricity needs listed for this product. Green Mountain Energy's electricity is about 70% less polluting than what most Ohioans are buying today.

Where do the Green Mountain Energy' electricity charges appear on my utility bill?

Green Mountain Energy electricity charges appear on page 1 of your current bill in the Account Summary section. Page 3 will show additional detail in the Basic Charges section. Account balance and payment information will appear on page 4.

What is the Generation Shopping Credit?

The Generation Shopping Credit is a credit that you receive on your bill when you choose an alternate supplier. Your local utility calculates this amount. When you participate in the AMP-Ohio program, this shopping credit will always offset your Green Mountain Energy electricity charges, and in addition, you receive a 5% savings!

Will Budget Billing Be Available?

Yes, but you must call Green Mountain Energy Company at (877) 700-7794 to set up the budget billing service when you get your first bill. See the Terms and Conditions for more information.

Who Will I Call If There Is A Power Outage Or Emergency?

You should call Ohio Edison. They will continue to read your meter, transmit your electricity over their existing lines, provide customer service and emergency service, and send your monthly bill. Green Mountain Energy Company will simply supply your electric generation service and take care of all your questions about your electric generation service.

Contact Information

For more information about Green Mountain Energy Company, or about this program, call (877) 700-7794 during the hours of 8:00am - 8:00pm Monday - Friday and 9:00am - 1:00pm Saturdays (EST) or go to www.greenmountainenergy.com/ampohio. For further information on electricity deregulation, see the Public Utilities Commission of Ohio at their web site: www.puc.state.oh.us. You can also contact the Ohio Consumers' Counsel at (877) PUCOCC, or visit their web site: www.pucoco.org.

*You will not have electricity from a private generator installed directly to your house, but your attention consumption will be matched annually to regional rates by receiving from natural gas and renewable resources depending on the electricity needs listed for this product. Green Mountain Energy's electricity is about 70% less polluting than what most Ohioans are buying today.

Save money on your electricity bills — while helping to clean the air

At Green Mountain Energy Company, our mission is to change the way power is made by providing consumers with the opportunity to buy cleaner electricity. We are the largest retail provider of less-polluting electricity in the U.S. So far, you are one of almost 600,000 customers nationwide that have chosen a Green Mountain Energy® electricity product. We are currently serving customers in seven states: California, Florida, New Jersey, New York, Pennsylvania, Texas, and Oregon, and both standbys and residential customers in Ohio. Our energy is cleaner than what most other electricity providers sell in Ohio and the other states where we do business. By buying Green Mountain Energy electricity our customers are doing their part to help clean the air we breathe. An Ohio customer purchasing Green Mountain Energy electricity for a year will offset over 470 pounds of carbon dioxide. That's a significant reduction in the average American household's share of carbon dioxide emissions. The over production of carbon dioxide, a greenhouse gas, is largely believed to be responsible for global warming. And through our program with AMPO, you are also helping to displace oil on the shopping shelf for the greenhouse portion of your electricity bill.



Frequently Asked Questions

See Items and Conditions for Detailed Information

What is Aggregation?

Aggregation is when a group of customers join together to form a single, larger customer that buys energy for its members. A large buying group may be able to get a better price for the group members than you can get on your own. How did Green Mountain Energy Company become my electric generation supplier?

In 2001, voters authorized your city to form a purchasing group to negotiate better terms when purchasing electricity. As part of this aggregation agreement, AMPO, Inc., worked with your city and Green Mountain Energy Company so you can purchase cleaner, more reliable electricity at a lower rate.

Who is AMPO-Ohio?

Columbus based American Municipal Power-Ohio (AMPO-Ohio) is a nonprofit corporation that owns and operates electric facilities or otherwise provides for the generation, transmission and/or distribution of electric power and energy to its member communities. Members include 79 of Ohio's 85 municipally-owned electric systems, as well as 3 Pennsylvania and 2 West Virginia public power systems. AMPO-Ohio has been helping municipal electric systems provide lower cost power for over 30 years, and formed a subsidiary, AMPO, Inc. in 1998. AMPO, Inc. worked with your city in the development and implementation of this aggregation program.

Do I Have to Switch to Green Mountain Energy Company?

NO. You can choose not to participate, but then you won't receive the benefits of the program. If you don't want to take part, return the opt out notice in the postage-paid envelope to Green Mountain Energy Company postmarked by the date indicated.

*You will not have electricity from a specific generation facility delivered directly to your house, but your electricity consumption will be measured separately in regard to the electricity from nuclear and renewable resources decreased in the ordinary costs paid for this product. Green Mountain Energy® electricity is about 70% less polluting than what most Ohioans are buying today.

If I Choose A Supplier, Will I Still Be A Customer Of My Current Local Electric Utility?

Yes. You still get the same reliable service you've always had because you remain a customer of your local electric utility since the delivery of electricity is solely the responsibility of your local electric utility. Your utility will continue to move power to your home or business. You will still use your local electric utility if your power goes out. They will continue to read your meter, transmit your electricity over their existing lines, provide customer service and emergency service, and send your monthly bill. Green Mountain Energy Company will supply your electric generation service.

Can I Opt Out Over The Phone?

Yes. You may call Green Mountain Energy Company to opt out as long as you do so by the opt out deadline date. You will be issued a unique confirmation number if you opt out over the phone.

Can I Get Out Of The Program Later?

Yes, but if you elect to opt out at any time other than the free opt-out periods (unless you are moving), you will be assessed a \$25 cancellation fee. The fee will be charged on your final utility bill containing Green Mountain Energy Company supplier charges. Once your cancellation is complete, your electricity service will default to your local utility.

Can I get back into the program at a later time?

Yes, but you will have to wait until the next planned enrollment period.

How Do I Know How Much I Have Saved?

Each month, you can easily see the savings the aggregation has made possible, by comparing your Green Mountain Energy electricity charges seen in the Basic Charges section on page three of your current utility bill to the Generation Shopping Credit, seen in the Ohio Edison charges section on page three of your bill. The Green Mountain Energy electricity charges will be 5% less than the Generation Shopping Credit through the end of 2005.

Where do the Green Mountain Energy® electricity charges appear on my utility bill?

Green Mountain Energy electricity charges appear on page 1 of your current bill in the Account Summary section. Page 3 will show additional detail in the Basic Charges section. Account balance and payment information will appear on page 4.

What is the Generation Shopping Credit?

The Generation Shopping Credit is a credit that you receive on your bill when you choose an alternate supplier. Your local utility calculates this amount. When you participate in the AMPO program, this shopping credit will always offset your Green Mountain Energy electricity charges, and in addition, you receive a 5% savings!

Will Budget Billing Be Available?

Yes, but you must call Green Mountain Energy Company at (877) 700-7794 to set up the budget billing service when you get your first bill. See the Terms and Conditions for more information.

Who Will I Call If There Is A Power Outage Or Emergency?

You should call Ohio Edison. They will continue to read your meter, transmit your electricity over their existing lines, provide customer service and emergency service, and send your monthly bill. Green Mountain Energy Company will simply supply your electric generation service and take care of all your questions about your electric generation service.

Contact Information

For more information about Green Mountain Energy Company, or about this program, call (877) 700-7794 during the hours of 8:00am - 8:00pm Monday - Friday and 9:00am - 1:00pm Saturdays (EST) or go to www.greenmountain.com/electricity. For further information on electricity deregulation, see the Public Utilities Commission of Ohio at their web site: www.puc.state.oh.us. You can also contact the Ohio Consumers' Counsel at (877) PICKOC, or visit their web site: www.pickoc.org.

*You will not have electricity from a specific generation facility delivered directly to your house, but your electricity consumption will be measured separately in regard to the electricity from nuclear and renewable resources decreased in the ordinary costs paid for this product. Green Mountain Energy® electricity is about 70% less polluting than what most Ohioans are buying today.

November 29, 2004

Dear City of Alliance Business,

For the past 2 years, the City of Alliance has been providing you with savings on the electricity you use. Through a concept called government aggregation, local 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. Alliance voters approved this program in November 2000.

You currently have the opportunity to continue to receive savings with FirstEnergy Solutions. There is no cost and you do not need to do anything to stay in the program. The City researched options for competitive electricity pricing for you. We have again chosen FirstEnergy Solutions Corp., a subsidiary of FirstEnergy Corp., to provide you with electric generation – or the competitive portion of your electric bill for the next two years. The City is required to send you this notification at least every two years.

As a member of this program, you are guaranteed to save 5 percent on your electric supply. This percentage discount will be taken off your "generation shopping credit," which appears on your electric bill. The generation shopping credit — which varies each month depending on your usage — represents the amount credited to you by Ohio Edison when you choose an alternative supplier, such as FirstEnergy Solutions.

Of course, you are not obligated to participate in the City of Alliance electric government aggregation program. You have until **December 20, 2004** to return the attached "opt-out" form if you wish to be excluded from the City's electric government aggregation program and return to Ohio Edison as a full-service customer. If you don't opt out at this time, you will receive a notice at least every two 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. If you switch back to Ohio Edison at a later date, you may not be served under the same rates, terms and conditions that apply to other customers served by Ohio Edison.

WARNING: IF YOU ARE ALREADY IN CONTRACT WITH A COMPETITIVE RETAIL ELECTRIC SERVICE PROVIDER, OTHER THAN FIRSTENERGY SOLUTIONS, YOU MAY INCUR A CONTRACT TERMINATION FEE OR OTHER CHARGES IF YOU FAIL TO OPT-OUT OF THE AGGREGATION PROGRAM.

In Ohio's electric environment, your local electric utility – Ohio Edison – will continue to maintain the system that transmits and delivers power to your business. You won't see any new poles or wires, and you will continue to receive a single, easy-to-read bill from your electric operating company 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.

Sincerely,

City of Alliance

P.S. Remember to return the opt-out form only if you do not want to remain in the City's electric government aggregation program.

OPT-OUT FORM – CITY OF ALLIANCE ELECTRIC GOVERNMENT AGGREGATION PROGRAM

COMMERCIAL

By returning this signed form, you will be excluded from the opportunity to remain with other businesses in the City of Alliance Electric Government Aggregation Program.

I wish to opt out of the City of Alliance Electric Government Aggregation Program.

☐

(Check box to opt out.)

Service address (City, state and zip):

Phone number:

Account holder's signature:

Date:

Mail by December 20, 2004 to:

City of Alliance Electric Government Aggregation Program, 395 Ghent Road, Suite 413, Akron, Ohio 44333

November 29, 2004

Dear City of Alliance Business,

The City of Alliance is providing you the opportunity to join with other businesses to save money on the electricity you use. Savings are possible through a concept called government aggregation, where City 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 City of Alliance's voters approved this program in November 2000.

There is no cost for enrollment and you will not be charged a switching fee. You do not need to do anything to participate. The City researched options for competitive electricity pricing for you. We have chosen FirstEnergy Solutions Corp., a subsidiary of FirstEnergy Corp., to provide you with electric generation – or the competitive portion of your electric bill – through December 2006.

As a member of this program, you are guaranteed to save 5 percent on your electric supply. This percentage discount will be taken off your "generation shopping credit," which will appear on your electric bill after you have been enrolled in the City's government aggregation program. The generation shopping credit – which varies each month depending on your usage – represents the amount credited to you if you switch to an alternative supplier, such as FirstEnergy Solutions.

To estimate what your savings per kilowatt-hour will be by joining this program, locate your price to compare on your electric bill. The price to compare will help determine the money you'll save by switching to another energy supplier. Multiply your price to compare by .95 (95%). Then take that result and subtract it from your price to compare that appears on your bill to estimate how much you'll save each month on electric supply.

You'll see your electric savings from FirstEnergy Solutions after your enrollment has been completed and your switch has been finalized. Of course, you are not obligated to participate in the City of Alliance's electric government aggregation program. You have until **December 20, 2004** to return the attached "opt-out" form if you wish to be excluded from the City's electric government aggregation program and remain a full-service customer of Ohio Edison. If you don't opt out at this time, you will receive a notice at least every two 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. If you switch back to Ohio Edison at a later date, you may not be served under the same rates, terms and conditions that apply to other customers served by Ohio Edison.

WARNING: IF YOU ARE ALREADY IN CONTRACT WITH A COMPETITIVE RETAIL ELECTRIC SERVICE PROVIDER YOU MAY INCUR A CONTRACT TERMINATION FEE OR OTHER CHARGES IF YOU FAIL TO OPT-OUT OF THE AGGREGATION

After you become a participant in this government 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 City's government aggregation program, you don't need to take any action when this letter arrives.

In Ohio's electric environment, your local electric utility – Ohio Edison – will continue to maintain the system that transmits and delivers power to your business. You won't see any new poles or wires, and you will continue to receive a single, easy-to-read bill from your electric operating company 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. Do not call the City of Alliance with any aggregation program inquiries.

Sincerely,

The City of Alliance

P.S. Remember to return the opt-out form only if you do not want to participate in the City's electric government aggregation program.

OPT-OUT FORM – CITY OF ALLIANCE ELECTRIC GOVERNMENT AGGREGATION PROGRAM

BUSINESS

By returning this signed form, you will be excluded from the opportunity to join with other residents in the City of Alliance's Electric Government Aggregation Program.

I wish to opt out of the City of Alliance Electric Government Aggregation Program.

☐

(Check box to opt out.)

Service address (City, state and zip): _____

Phone number: _____

Account holder's signature: _____ Date: _____

Mail by December 20, 2004 to: City of Alliance Electric Government Aggregation Program, 395 Ghent Road, Suite 413, Akron, Ohio 44333