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Public Utilities Commission

Original GAG Case Number	Version
00 - 2075 - EL GAG	August 2004

RENEWAL APPLICATION FOR ELECTRIC 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.

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

A. RENEWAL INFORMATION

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

Legal Name City of Oregon
Address 5330 Seaman Road, Oregon, Ohio 43616
PUCO Certificate # and Date Certified 00-030; 01/11/2013
Telephone # (419) 698-7050 Web site address (if any) www.ci.oregon.oh.us

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

This is to certify that the images appearing are an accurate and complete reproduction of a copy of the document delivered in the regular course of business.
Technician ML Date Processed NOV 14 2016

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 Michael Beazley
Title City of Oregon, Administrator
Business address 5330 Seaman Road, Oregon, Ohio 43616
Telephone # (419) 698-7095 Fax # (419) 698-7035
E-mail address MBeazley@ci.oregon.oh.us

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

Name Melissa Purpura
Title City of Oregon, Law Director
Business address 5330 Seaman Road, Oregon, Ohio 43616
Telephone # (419) 698-7050 Fax # (419) 698-7388
E-mail address MPurpura@ci.oregon.oh.us

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

Customer Service address 5330 Seaman Road, Oregon, Ohio 43616
Toll-free Telephone # (800) 288-4474 Fax # (419) 698-7035
E-mail address MBeazley@ci.oregon.oh.us

Melissa Purpura, Law Director
Signature of Applicant & Title

Sworn and subscribed before me this 15th day of September, 2016
Month Year

Andrea Stokes
Signature of official administering oath

Andrea Stokes Program Manager
Print Name and Title

My commission expires on Oct 12, 2020



ANDREA R. STOKES
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 10-12-2020

AFFIDAVIT

State of Ohio :

____ ss.
(Town)

County of Lucas :

Melissa Purpura Affiant, being duly sworn/affirmed according to law, deposes and says that:
He/She is the Law Director (Office of Affiant) of City of Oregon (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.

Melvin Rogers, Law Director
Signature of Affiant & Title

Sworn and subscribed before me this 15th day of September, 2016
Month Year

Andrea Stokes
Signature of official administering oath

Andrea Stokes, Program Mgr
Print Name and Title

My commission expires on Oct. 12, 2020



ANDREA R. STOKES
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 10-12-2020

City of Oregon

Exhibit A-2

Authorizing Ordinance

ORDINANCE 191 - 2000

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A JOINT GOVERNMENTAL AGGREGATION AGREEMENT WITH VARIOUS GOVERNMENTAL COMMUNITIES PURSUANT TO ORC 4928.20, AND AUTHORIZING THE CITY ADMINISTRATION TO FILE AN APPLICATION WITH THE PUBLIC UTILITIES COMMISSION OF OHIO (PUCO) TO PERMIT THE CITY OF OREGON TO ACT AS A GOVERNMENTAL AGGREGATOR, AND DECLARING AN EMERGENCY

WHEREAS, the City of Oregon has decided it is in the public interest for the residents of the City of Oregon to vote on November 7, 2000 whether the residents of Oregon should choose to allow their communities to Aggregate electrical loads; and,

WHEREAS, Ohio Revised Code section 4928.20 provides that municipal corporations and boards of county commissioners may aggregate the electric loads within their jurisdictions and enter into agreements for the sale of electricity to serve such loads; and,

WHEREAS, Ohio Revised Code section 4928.20 further provides that such municipal corporations and boards of county commissioners may exercise their aggregation authority jointly; and,

WHEREAS, the cities of Maumee, Oregon, Sylvania and Toledo, the villages of Holland and Waterville, and the Lucas County Board of Commissioners desire to jointly exercise their aggregation authority in order to minimize the time and expanse of creating an aggregation program and to maximize the potential for rate savings to their residents; and,

WHEREAS, it is critical that the City of Oregon enter into such a cooperative agreement as soon as possible subject to the approval of the aggregation program by the electorate to enable the communities to negotiate for any discounts available of electrical loads in the Toledo Edison Service area; NOW, THEREFORE,

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OREGON
THAT:**

SECTION 1. The Mayor and Director of Finance are authorized and directed to enter into an agreement substantially in a form as attached hereto marked as Exhibit A and made a part hereof to allow the City of Oregon to enter into a Governmental Aggregation Cooperation Agreement with various governmental communities as listed in the agreement to allow for joint aggregation of the electric loads within their jurisdictions.

SECTION 2. That the agreement shall provide for the conditional execution of the agreement by Oregon prior to the vote of the electorate for planning and organizational purposes only. In the event the aggregation issue is disapproved by the Oregon electors, Oregon's conditional execution shall be revoked and Oregon shall be relieved of all responsibilities, obligations and benefits under the agreement.

SECTION 3. That the City Administration is authorized to obtain certification from the Public Utilities Commission of Ohio to operate a governmental aggregation program.

SECTION 4. That the City Administration, in conjunction with the other named communities, is authorized to seek proposals from energy marketers to supply the communities residents with electrical energy under the joint aggregation program.

SECTION 5. That the Toledo Edison Company shall cooperate with the efforts of the City of Oregon to establish an opt-out aggregation program and shall provide the City with a database listing of all customers located within the city limits that the City can utilize to provide its statutorily required opt-out notification. The database listing shall provide, at a minimum, the customer's account number, address, and tariff class. In addition, Toledo Edison shall provide the City with information that will enable it to identify those customers who are on the PIPP program, or who are on an incentive rate contract or who have selected to be placed on the opt-off listing.

SECTION 6. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and its committees that resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Revised Code of Ohio and that the reading and adoption of this Ordinance complies with the provisions of Article III, Section 9 of the City Charter, as amended.

SECTION 7. This Ordinance is hereby declared to be an emergency to allow the City of Oregon to enter into such an agreement so that Oregon will be able to jointly aggregate with other communities to receive the lower electric rates for its community.

Vote on emergency clause: Yeas 5 Nays 0 Abs. 0

Vote on passage: Yeas 5 Nays 0 Abs. 0

Passed as an emergency measure: October 23, 2000.

Marge Bruen
President of Council

ATTEST:

APPROVED:

Mary E. Fenger
Clerk of Council

James J. Haley
Mayor

[PSG/bam 10/20/2000]
C:\My Documents\OREGON\ORDINANCES\Aggregate ordinance-Agreement.doc

I hereby certify that the foregoing
is a true and correct copy of the Ordinance
duly passed by the City of
Oregon, Clac., Oct. 23, 2000
M. E. Fenger
Clerk of Council

City of Oregon

Exhibit A-3

Operation and Governance Plan

December 1, 2000

CITY OF OREGON AGGREGATION PROGRAM

PLAN OF OPERATION AND GOVERNANCE

For additional information contact:

Paul S. Goldberg
Attorney at Law
4853 Monroe St.
Toledo, Ohio 43623

Telephone (419) 471-0006

Purpose

This aggregation plan has been developed in compliance with Ohio Revised Code section 4928.20 regarding governmental aggregation of electric service consumers.

The City of Oregon Aggregation Program ("Program") seeks to aggregate the retail electric loads of consumers located in the city to negotiate the best rates for the supply and distribution of electric power. It has the potential to combine 14,000 residential, commercial and industrial customers into a buying pool that will be very attractive to marketers. Participation in the City of Oregon aggregation program is voluntary. Any individual has the opportunity to decline to be a member of the aggregation program and to remain on the Toledo Edison standard offer of service or to enter into a power supply contract with any competitive retail electric supplier.

Process

The process of governmental aggregation is set out in Ohio Revised Code section 4928.20. The section defines two different types of aggregation that may be enacted by a governmental entity -- opt-in aggregation and opt-out aggregation. Opt-in aggregation can occur only with the prior consent of each electric consumer. That is, the consumer must give its consent to be included in the governmental aggregation program. Under the opt-out aggregation provisions, all electric consumers within the City of Oregon will be automatically included in the governmental aggregation program. However, such customers will be given prior notice entitling them to affirmatively elect not to be part of the governmental aggregation program. These customers can opt-out during a 30-day period at the beginning of the program without paying a switching fee. A similar 30-day opt-out period will be offered every two years during which customers can leave the City's aggregation pool without paying a switching fee.

The City of Oregon's Aggregation Program

City of Oregon's aggregation program will be administered by the City Administration. The City Administration currently administers the natural gas purchasing program that contracts for natural gas service to all of the City's 7+ facilities. The City has expertise in the law and regulations applicable to the aggregation program and considerable experience in contracting with marketers for energy services.

The aggregation program is designed to reduce the amount consumers pay for electric energy. City of Oregon will not buy and resell the power for the participants of the program. Instead, City of Oregon will competitively bid and negotiate a contract with a competitive retail electric supplier to provide firm, all-requirements service to the members of the aggregation program. The contract will be for fixed price service to each class of customers at a rate that is lower than the standard offer from Toledo Edison. Once the contract has been negotiated, it will be submitted to the Oregon City Council for approval.

Once the contract has been approved, notice will be sent to each customer disclosing the rates to be charged for electricity and other terms of the contract with the competitive retail electric supplier. Customers will be advised in the notice that they may opt out of the program during a 30-day period following the mailing of the notification. Customers who opt out of the City's aggregation program during this initial notification period will remain on Toledo Edison's standard service offer unless and until the customer chooses an alternative power supplier.

Services

The Department of Public Utilities will provide technical analysis, competitive procurement of services, regulatory approvals, accounting and fiscal management, contract maintenance, communications, program coordination and administrative support for the City of Oregon Aggregation Program using existing staff.

Funding

The primary expenses of the City of Oregon Aggregation Program are expected to be publication of notices, written notification to customers, switching fees to Toledo Edison, regulatory fees and registration with the Public Utilities Commission of Ohio. Except, possibly, for the initial notification of customers, these expenses will be the responsibility of the marketer supplying services to the aggregation program. We anticipate that the startup costs will not exceed \$10,000.

Notification of customers

Following the approval of the power supply contract by Oregon City Council, the City Administration will begin notifying customers of the rates to be charged to all participants in the City of Oregon aggregation program. Notices will be sent out by (1) a notice included within the electric bill or by a separate mailing; (2) newspaper notices; and (3) public service announcements.

The notice shall inform customers that they have the right to opt out of the City of Oregon aggregation program without penalty within 30 days after the mailing of the notice. In addition, the notice shall prominently state all charges to be applicable to service under the aggregation program including a comparison with the Toledo Edison standard offer. Finally, the notice will explain how to opt out of the City's aggregation program.

New customers moving into or within the pool will be notified in accordance with applicable state law and PUCO regulations.

Notification of Toledo Edison

At the same time that customers are being notified of the contract prices under the City of Oregon aggregation program, the City Administration or its selected power supplier shall notify Toledo Edison that the City has negotiated a contract with a competitive retail electric service provider to supply firm, all-requirements service to members of the City of Oregon aggregation program. Toledo Edison will be advised to prepare for the transfer of these customers from the standard service offer to the offer of the selected power supplier.

Activation of customer service

The City's marketer and Toledo Edison will identify those customers in the City currently receiving the standard offer or a special contract offer including PIPP (Percentage of Income Payment Plan) customers. Those customers who have not opted out, who have not renewed their special rate contracts and who are not on the PIPP will be transferred to the supplier selected by the City and enrolled over the period of one month. Toledo Edison shall notify each transferred customer of the transfer to the supplier of the City of Oregon aggregation program with its last bill for standard offer service. Service under the new supplier shall begin at the start of the billing period following the transfer.

Customer opt-out

Customers may opt out of the City of Oregon aggregation program at no charge within a 30-day period following the mailing of the notice containing the rates and terms of the aggregation program. Customers who provide the required opt out notice will remain customers of Toledo Edison until such time as they select a different generation provider. A 30-day period in which customers can opt-out of the aggregation program without charge will be offered every two years.

Customer opt-in

Customers who have left the City of Oregon aggregation program or who have moved into the City may opt-in to the City's aggregation program at any time by contacting the City or its marketer.

Disputes

The procedure for handling complaints and disputes will be facilitated by the energy marketer. The chosen marketer will obtain a toll-free number for customer related complaints. Dispute resolution provisions will be in accordance with PUCO regulations.

Termination of power supply program

The power supply program may be terminated upon the termination or expiration of the power supply contract without any extension, renewal or subsequent supply contract being negotiated. Each individual customer receiving power supply service under the City of Oregon aggregation program will receive notification of the termination of the program 90 days prior to termination. In the event of termination, customers in the City of Oregon aggregation program would either return to the Toledo Edison standard offer or choose an alternative supplier.

Rates

The City Administration shall receive proposals from electric suppliers using a competitive selection process. The request for proposals shall require the suppliers to offer a generation charge for each customer class, load grouping or other appropriate category that is lower than the standard offer from Toledo Edison. The prices to be charged to customers in the City of Oregon program will be set by City Council after negotiations with the selected supplier.

Billing

Toledo Edison will continue to bill customers on behalf of itself and the marketer, using an itemized format approved by the PUCO.

City of Oregon

Exhibit A-4

Automatic Aggregation Disclosure – Opt-out Form



December 21, 2015

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

Dear Resident,

Your community's aggregation program provides you the opportunity to save money on your electric bill. These savings are possible through governmental aggregation, a community purchasing program where community officials bring together citizens to gain group buying power for the purchase of electricity from a retail electric generation provider certified by the Public Utilities Commission of Ohio.

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

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

The **NOAC** program was approved by voters in your community in November 2000.

Your Electric Utility	Price	Term End Date	Opt Out Deadline	Early Termination Fee
Ohio Edison or Toledo Edison	6% off Price To Compare	May 2017	January 11, 2016	\$25
How to estimate what your savings will be through this program Locate your Price to Compare on your electric bill. Divide your Price to Compare by 100, then multiply by 0.06 (6%) to determine your savings per kWh. Multiply that number by your total monthly usage. The final number is how much you can expect to save each month you use the same amount of electricity.				

If you are a new member of the program, you will see your electric savings from FirstEnergy Solutions after your enrollment has been completed and your switch has been finalized – approximately 30-45 days, depending upon your meter read date. Of course, you are not obligated to participate in the community's electric governmental aggregation program. If you do not want to participate in this savings program, you have until the opt out deadline to return the attached "opt-out" form. If you do not opt out at this time and leave the program at a later date, you might not be served under the same rates, terms and conditions that apply to other customers served by your utility. Once enrolled, you will receive a notice at least every three years asking if you wish to remain in the program. If you leave the program at any other time, you could be subject to the early termination fee listed above from FirstEnergy Solutions.

If you are not currently receiving electric generation from FirstEnergy Solutions, your electric utility will send you a letter confirming your selection of FirstEnergy Solutions as your electric generation provider. As required by law, this letter will inform you of your option to cancel your contract with FirstEnergy Solutions within seven days of its postmark. To remain a member of the community's electric governmental aggregation program, you don't need to take any action when this letter arrives. If you are currently enrolled in the community's aggregation program, you will not receive a letter from your electric utility.

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

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

Sincerely,

Northwest Ohio Aggregation Coalition

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

OPT-OUT FORM – RESIDENTIAL ELECTRIC GOVERNMENTAL AGGREGATION PROGRAM

Option 1: Do nothing and save. If you want to participate in this program and save, you do not need to return this form. Your enrollment is automatic.	OR	Option 2: Opt out by returning this form. If you do not want to participate in this program and save, you must return this form before the due date.
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By returning this signed form, you will not be part of your community's electric savings program.

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

Service address (City, state and zip): _____

Phone number: _____

Account holder's signature: _____ Date: _____

Mail by January 11, 2016 to: NOAC Electric Governmental Aggregation Program, 341 White Pond Drive, Bldg. B-3, Akron, Ohio 44320

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Electric Governmental Aggregation Program Frequently Asked Questions Residential Program

What is aggregation?

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

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

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

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

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

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

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

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

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

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

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

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

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

What does "opt out" mean?

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

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

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

Can I opt out over the phone?

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

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

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

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

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

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

Yes, you can remain on budget billing.

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

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

Who is FirstEnergy Solutions?

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

What is the toll-free number for questions?

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

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

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

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

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

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

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

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

DEFINITIONS:

Generation Service - The production of electricity.

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

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

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

TERMS AND CONDITIONS OF SERVICE

- 1. Eligibility.** Only Residential Customer accounts not enrolled in the Percentage of Income Plan Program (PIPP) and small commercial customers with a peak demand below 399 KW are eligible for this offer from FES. FES reserves the right to refuse enrollment to any customer with an outstanding electric bill balance.
- 2. Basic Service Prices.** During the term of this Contract, you agree to pay FES for a total combined Transmission, Generation, and Generation Related Charges. You will be billed at 6% off your EDU Price to Compare per kilowatt-hour per billing month. Your Price to Compare consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to FES.
Your price per KWh will vary because it will always be a percent off the Price to Compare, which may change based on any changes made by the EDU in its calculations. In addition to FES' charges, you will be charged by your EDU for distribution and

various other charges. FES reserves the right to unilaterally modify this billing format in the event the EDU is unable or unwilling to provide consolidated billing in this format or changes the calculation of the Price to Compare.

In addition to the charges described above, if any regional transmission organization or similar entity, EDU, governmental entity or agency, NERC and other industry reliability organization, or court requires a change to the terms of the Agreement, or imposes upon Supplier new or additional charges or requirements, or a change in the method or procedure for determining charges or requirements, relating to your electric supply under this Agreement (any of the foregoing, a "Pass-Through Event"), which are not otherwise reimbursed to FES, Customer agrees that Supplier may pass through the additional cost to Supplier of such Pass-Through Event, which may be variable, to Customer. Changes may include, without limitation, transmission or capacity requirements, new or modified charges or shopping credits, and other changes to retail electric customer access programs.

- 3. Length of Agreement.** As a part of your community's program, your service from FES will commence with the next available meter reading and after processing of the enrollment by your EDU, and will continue through May 2017, ending on the meter read for the last month of service. The program may be terminated or modified due to unforeseen regulatory action. Customer and FES agree that any such regulatory action is a force majeure event. Should the program be terminated, you will be returned to the standard service offer or its successor.
- 4. Billing.** You will continue to receive a single bill from your EDU that will contain both your EDU and FES charges. FES does not offer budget billing. If you do not pay your bill by the due date, FES may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay FES for any electricity used before this Agreement is cancelled, as well as any late payment charges.
- 5. Penalties, Fees and Exceptions.** If you do not pay the full amount owed FES by the due date of the bill, FES may charge a 1.5% per month late payment fee.
- 6. Cancellation/Termination Provisions.** If this Agreement is not rescinded during the rescission period, enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, if you move out of the EDU service territory or into an area where FES will charge a different price. *There will be a \$25.00 charge for each residential EDU account and a \$50.00 charge for each commercial EDU account if you terminate this Agreement for any other reason, except as expressly provided herein. Should you cancel service with FES and return to standard offer service with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.*
- 7. Customer Consent and Information Release Authorization.** By choosing not to opt-out of your community's aggregation program or to affirmatively join it, you understand and agree to the terms and conditions of this Agreement with FES. You authorize FES to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. FES reserves the sole right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be