

FILE

00-2075-EL-GAG



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 00-030E; 01/11/2017
 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

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 PUCO

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 FC Date Processed 11/13/18

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 Raod, Oregon, Ohio 43616
Telephone # (419) 698-7050 Fax # (419) 698-7035
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 MPurpura@ci.oregon.oh.us

Melissa Purpura, Law Director
Signature of Applicant & Title

Sworn and subscribed before me this 4th day of September 2015 Year
Month

Andrea Stokes
Signature of official administering oath

Andrea Stokes, Program Manager
Print Name and Title

My commission expires on October 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.

Melissa Purpura, Raw Director
Signature of Affiant & Title

Sworn and subscribed before me this 4th day of September, 2018
Month Year

Andrew Stokes
Signature of official administering oath

Andrew Stokes, Program Manager
Print Name and Title

My commission expires on October, 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. Finger
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, Clatsop County, Oct. 23, 2000
M. E. Finger
Clerk of Council

City of Oregon

Exhibit A-3

Operation and Governance Plan

CITY OF OREGON AGGREGATION PROGRAM

PLAN OF OPERATION AND GOVERNANCE

For additional information contact:

**Melissa Purpura
City of Oregon, Law Director
5330 Seaman Road
Oregon, OH 43616
419-698-7050**

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.

Changes, Extension or Renewal of Service

At least every three years all consumers eligible to participate in Oregon's Program will be given an opportunity to opt into or out of the Program, and reasonable notice will be provided as required by law and PUCO rules. Participants will also be notified of their right to select an alternate generation supplier and of their ability to return to EDU's Standard Service Offer.

Termination of Service

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

Opt-In Procedures

Eligible consumers may request to join the Aggregation Group after the expiration of any enrollment period by contacting the Provider. The Contract shall determine whether the Provider accepts them into the Program, and, if so, at what rate. The agreed upon policy in the Contract shall be consistent with the EDU's service activation requirements. Aggregation Group participants who move from one location to another within eligible areas of the Oregon shall retain their participant status.

Opt-out Outside Enrollment Period

Members who switch to a different generation supplier after the expiration of the Opt-out period will be allowed to do so in correlation with the consumer's next scheduled meter read date but may be charged a switching fee in an amount and method determined by the Contract. Switching to a different generation supplier on the next meter read date, however, will occur when the next meter read date is twelve (12) business days or more from the date of the consumer's notice of intent to opt-out of the Aggregation Group. Notification of intent to opt-out of the Aggregation Group may be made by contacting the Provider by telephone or in writing. Members who opt-out of the Aggregation Group will default to the EDU's Standard Service Offer, until the consumer selects an alternate generation supplier.

Eligibility

Only non-mercantile consumers shall be eligible for the Program through the opt-out process. Other eligibility restrictions such as peak demand or use may be negotiated within the Contract.

MISCELLANEOUS GOVERNANCE GUIDELINES

- A. The City of Oregon shall approve through Resolution or Ordinance the Plan of Operation and Governance for the Aggregation program and any Amendments thereto.
- B. Oregon will require any Provider to disclose any subcontractors that it uses in fulfillment of the services described above.
- C. Oregon will require the Provider to maintain either a toll free telephone number, or a telephone number that is local to Oregon Program Members.

LIABILITY

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

INFORMATION AND COMPLAINT NUMBERS

Potential participants can receive more information about the program or Copies of this plan from the City of Oregon free of charge by calling 419-698-7050.

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

Appendix A -- Education Process

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

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

Appendix B --- Customer Service Plan

A. Member Access:

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

_____ Corporation
Address: _____
City: _____,
Toll-free telephone number: 1-_____
Hours: _____

3. Provider shall provide a 24-hour automated telephone message instructing callers to report any service interruptions or electrical emergencies to the EDU with appropriate phone numbers.

B. Member Complaints:

1. Provider shall investigate Member complaints (including complaints referred by EDU) and provide a status report within five calendar days following receipt of the complaint to:
 - a. The consumer, when the complaint is made directly to Provider; or
 - b. The consumer and The PUCO Staff ("Commission Staff"), when a complaint is referred to Provider by the Commission Staff.
2. If an investigation is not completed within 14 calendar days, Provider shall provide status reports to the consumer and the City of Oregon, or if applicable, to the consumer, the City, the City of Oregon consultant and the Commission Staff. Such status reports shall be provided at five-day intervals until the investigation is complete, unless the action that must be taken will require more than five days and the Member has been so notified.
3. Provider shall inform the Member, or the Member, the City of Oregon, City of Oregon consultant and Commission Staff, of the results of the investigation, orally or in writing, no later than five calendar days after completion of the investigation. The consumer, the City, the City of Oregon consultant, or Commission Staff may request the report in writing.
4. If a residential consumer disputes the Provider report, it shall inform the consumer that the Commission Staff is available to help resolve informal complaints. Provider

shall provide the consumer with the current address, local/toll free telephone numbers, and TDD/TTY telephone numbers of the Commission's consumer services department.

5. Provider shall retain records of Member complaints, investigations, and complaint resolutions for one year after the occurrence of such complaints, and shall provide such records to the Commission Staff within five calendar days of request.
6. Provider shall make good faith efforts to resolve disputes.

C. Member Billing and Payments

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

D. Collections for delinquent accounts:

The EDU's credit and collection policies will apply to Program Members and shall be administered by the EDU. Neither the Governmental Aggregator, nor the Provider, will implement additional policies with respect to credit, deposits and collections. Failure to pay for Competitive Retail Electric Services may result in cancellation of the Member's contract with the Provider, and return the Member to the EDU's Standard Service Offer.

City of Oregon

Exhibit A-4

Automatic Aggregation Disclosure – Opt-out Form

August 28, 2018

Opt-Out Deadline

September 18, 2018

City of Oregon
Electric Aggregation Enrollment Notification

Dear Resident or Small Business,

Welcome to your community's electric aggregation program which provides you with exclusive pricing on the electric generation portion of your electric bill. This is possible through governmental aggregation, a community purchasing program where community officials use group buying power to purchase electricity from a retail electric generation supplier certified by the Public Utilities Commission of Ohio. To further increase the buying power of your community, it decided to join with many other area communities as part of the **Northwest Ohio Aggregation Coalition (NOAC)**. This program was approved by voters in your community in November 2000.

How You Benefit

By participating in this aggregation program, you will receive the following exclusive pricing on your electric generation:

	Your Electric Utility	Variable Price - Tiered	Term End	Early Termination Fee
Residential & Small Business	Toledo Edison	5.31 cents per kWh through January 2018; then 5.33 cents per kWh through May 2020	May 2020	None

FirstEnergy Solutions, a subsidiary of FirstEnergy Corp., has been selected by your community as part of the Northwest Ohio Aggregation Coalition to provide 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 continue the benefits of the program.

Same Reliable Service

Your electric utility will continue to maintain the system that delivers power to your home or business – 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. There is no cost for enrollment, you will not be charged a switching fee, and **you do not need to do anything to participate.**

Enrollment Information

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 become a member of the community's electric governmental aggregation program, you don't need to take any action when this letter arrives.

Opt-Out Information

If you are a new member of the program, your future bills will reflect the electric price listed above 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 your community program, you have until the opt-out deadline found in the upper right-hand corner of this letter to return the attached "opt-out" form below. 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 or 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.

Please refer to the enclosed Terms and Conditions and FAQs for more information. Your community has selected FirstEnergy Solutions to handle questions regarding your community-approved electric aggregation program. 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,

Northwest Ohio Aggregation Coalition



City of Oregon OPT-OUT FORM

Option 1: Do Nothing to Join You will be enrolled automatically if you do not respond to this letter.	OR	Option 2: Return this Opt-Out Form To opt out, this form must be received by FirstEnergy Solutions by the deadline.	Opt-Out Deadline September 18, 2018
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Service Address (City, State, Zip): _____

Phone Number: _____

Account Number: _____

Account Holder Signature: _____

☐ By checking this box, I choose to opt out of my community electric governmental aggregation program.

Return opt-out form to: NOAC Community Electric Aggregation Program, 341 White Pond Drive, Bldg. B3, Akron, Ohio 44320

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Electric Governmental Aggregation Program FAQs v.11.17

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

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

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 by simply not returning the opt-out form.

Is my price for power fixed, or does it vary?

The information in your letter states if your price is fixed, variable, or variable based on a tiered pricing structure. Your community decided on a tiered pricing structure, where your initial price will remain the same each month through the meter-read date of the first tier outlined in your Agreement's Terms and Conditions. At that time, your price will change but then remain the same each month for the rest of your Agreement.

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

You'll know you are saving money as long as your price with FirstEnergy Solutions is lower than your utility's Price to Compare (PTC).

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 the benefits of the program.

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 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 received by the Opt-Out Deadline.

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

Yes, you may leave the aggregation program at any time.

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 PUCO and their current prices are available by calling 1-800-686-PUCO (1-800-686-7826).

If I join the aggregation, will FirstEnergy Solutions continue to budget bill my supplier charges?

Yes. Toledo Edison, The Illuminating Company, Ohio Edison and Duke Energy include supplier charges in the monthly budgeted amount. Budget billing supplier charges is limited in AEP Ohio's and DP&L's service areas. Please call 1-866-636-3749, if you have questions regarding budget billing in your area.

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.

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 still be responsible for delivering power to your home or business, reading your meter and restoring power after an outage.

Who is FirstEnergy Solutions?

FirstEnergy Solutions, a subsidiary of FirstEnergy Corp., is a leading competitive supplier of energy to residential, 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.

Residential and Small Commercial - Terms and Conditions	
Governmental Aggregation Product	Variable Price – Tiered
Electric Distribution Utility ("EDU")	The Toledo Edison Company
Price and Length of Agreement	5.31 ¢/kWh through your January 2018 meter read; then 5.33 ¢/kWh through your May 2020 meter read
Cancellation/Termination Fee	None

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 Public Utilities Commission of Ohio ("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 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 ("FERC") regulates transmission prices and services.

Definitions: *Generation Charge* – Charge for the production of electricity. *Transmission Charge* – Charge for moving high voltage electricity from a generation facility to the distribution lines of the EDU. *Distribution Service* – Physical delivery of electricity to customers by the 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 notice of transfer of service. You will have the right to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation notice by following the instructions contained in the notice. 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 ("ORC") unless you choose an alternate supplier of electricity.

Eligibility: Only eligible residential customer accounts not enrolled in the Percentage of Income Plan Program ("PIPP") and eligible small commercial customers may enroll in this offer from FES. FES reserves the right to refuse enrollment to any customer with an outstanding electric bill balance.

Basic Service Prices: During the term of this Agreement, you agree to pay FES a price indicated in the table above for a total combined Transmission, Generation and Generation Related Charge ("Retail Electric Service"). Your Price to Compare ("PTC") 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. If your product in the table above is a % Off PTC product, your monthly price per kWh will vary because the EDU's PTC 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. Your price may also include a fee assessed by a broker or agent representing your community.

Length of Agreement: As a part of your community's program, your Retail Electric Service from FES will start on your next available meter read after processing of the enrollment by your EDU, and continue through the term indicated in the table above. The program may be terminated prior to the term pursuant to the terms of the master agreement between FES and your community for the aggregation program. Should the program be terminated, you will be returned to your EDU's standard service offer or its successor. In the event that (1) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action; or (2) there is any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, Independent System Operator ("ISO"), Regional Transmission Organization ("RTO") or other service provider, or any change in operating procedure, which alters to the detriment of FES its costs to perform under this Agreement, you may receive a notification from FES. This notification will include a description of one or more of the situations described above. FES may offer you new Terms and Conditions. You must indicate your affirmative consent to the new Terms and Conditions as specified in the notices. If you do not contact FES to accept the new terms, this Agreement will terminate on the date specified in the notices, and you may be returned to your EDU for Retail Electric Service. Alternatively, FES may decide to terminate this Agreement, and you will receive prior written notice of the termination, after which you may be returned to your EDU for Retail Electric Service. Whether FES offers you new terms or terminates this Agreement under this provision, you will not be responsible for the cancellation/termination fee (if any) set forth in the table above. You must still pay all FES charges through the date you are returned to your EDU or switched to another CRES provider for service.

Billing: You will continue to receive a single bill from your EDU that will contain both your EDU and FES charges. FES reserves the right to unilaterally modify this billing format in the event your EDU is unable or unwilling to provide consolidated billing in this format or changes the calculation of the PTC. 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. If you have 12 months of billing history and you are enrolled in budget billing with the EDU, you can enroll in a budget billing program once per year. At the end of the contract term, you are responsible for payment of any outstanding balance upon final contract true up. FES reserves the right to adjust your monthly budget amount prior to final contract true up. If you enroll in budget billing, then choose not to be in the program or if you become two consecutive monthly payments overdue, you will be removed from budget billing, your account will be reconciled, and you will be billed for the outstanding budget balance on your next billing cycle. Failure to pay electric utility charges may result in you being disconnected in accordance with your EDU's tariff.

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.

Cancellation/Termination Provisions: You may terminate this Agreement, without penalty, if you move out of the EDU service territory or into an area where FES charges a different price. There may be a Cancellation/Termination Fee indicated in the table above if you terminate this Agreement for any other reason, except as expressly provided herein. Upon termination with FES and return to the standard service offer with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

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

Contract Expiration: At least every three (3) years, you will be given the opportunity to opt-out of your community's aggregation program at no cost. You are responsible for arranging for your electric supply upon termination of this Agreement.

Dispute Procedures: Contact FES with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 8:00 am to 5:00 pm EST or in writing at 341 White Pond Drive, Attn: Contract Administration, Akron, OH 44320. Our web address is www.fes.com. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the PUCO for assistance at 1-800-686-7826 (toll free) M-F 8:00 a.m to 5:00 pm EST or at www.puco.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio Relay Service). The Ohio Consumers' Counsel ("OCC") represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) M-F 8:00 am to 5:00 pm EST, or at www.pickocc.org.

Force Majeure Termination: FES will make commercially reasonable efforts to provide your electric service, but does not guarantee a continuous supply of electricity. Certain causes and events are out of FES's reasonable control ("Force Majeure Event(s)") and may result in interruptions in service. FES will not be liable for any such interruptions caused by a Force Majeure Event, including but not limited to, acts of God, war, civil disturbance, insurrection, terrorism, fire, flood, earthquake, acts of default of common carriers, strikes, boycotts, unforeseen maintenance, unforeseen shutdowns or deficiencies of sources of supply, inability to access the local distribution utility system, nonperformance by the EDU or other similar circumstances beyond FES' reasonable control.

Miscellaneous: You have the right to request from FES, twice within a 12-month period, up to 24 months of payment history, without charge. FES will not release your Social Security number and/or account number(s) without your written consent except for FES' collections and reporting, participating in programs funded by the universal service fund, pursuant to ORC section 4928.54, or assigning a customer's contract to another CRES provider. FES' environmental disclosure statement is available for viewing on our website www.fes.com. FES will make the required quarterly updates to the statement electronically on our website and will also provide the information upon request. FES may assign its rights to another CRES provider, including any successor, in accordance with the rules and regulations of the PUCO. FES assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, you should contact your local EDU. You are responsible for providing FES with accurate account information. If said information is incorrect, FES reserves the right to reprice the applicable account(s) or terminate the Agreement. FES reserves the right to return any customer to the EDU if the customer's rate code is changed and the account is no longer eligible for this program.

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