

1216 Lexington Ave., Suite 301 Mansfield, OH. 44907 www.trebelllc.com

September 30th, 2020

Docketing Division Public Utilities Commission of Ohio 180 East Broad St. Columbus, Ohio 43215-3793

RE: Electric Governmental Aggregator Renewal Application — Green Camp Township, Marion County, OH.

CASE # 14-1440-EL-GAG

Green Camp Township is pleased to submit its renewal application for electric governmental aggregator. The original application has been notarized and signed by an authorized official.

Material provided for review:

- Application for Governmental Aggregations and Affidavit
- Exhibit A-2 Authorizing Ordinance reflecting voter authorization;
- Exhibit A-3 Plan of Operation and Governance;
- Exhibit A-4 Automatic Aggregation Disclosure;

Should you have any questions or additional needs, please call me at (614) 425.4885.

Sincerely,

Scott R. Belcastro Principal 614.425.4885 scott@electricsuppliers.org

Original GAG Case Number	Version
14-1440-EL-GAG	August 2004

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RENEWAL APPLICATION FOR ELECTRIC GOVERNMENTAL AGGREGATORS

Public Utilities Commission

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. <u>RENEWAL INFORMATION</u>

Ohio

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

Legal Name Green Camp Township, Marion County, OH Address PO Box 219, Green Camp, OH 43322 PUCO Certificate # and Date Certified <u>14-870E (3) October 7, 2018</u> Telephone #(740) 528-2408 Web site address (if any)

- A-2 <u>Exhibit A-2 "Authorizing Ordinance</u>" 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 <u>Revised Code</u>.
- 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 <u>Revised Code</u>. 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 <u>Revised Code</u>, if its aggregation program provides for automatic aggregation in accordance with Section 4928.20(A) of the <u>Revised Code</u>. 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 Scott Belcastr	D		
Title Principal			
Business address 1	216 Lexington Ave., Suite 3	801, Mansfield, OH 44907	
Telephone # 614.42		Fax # 614.417.0410	
E-mail address	scott@electricsupplier	s.org	

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

Name Scott Belcastr	0		
Title Principal			
Business address 1	216 Lexington Ave., St	ite 301, Mansfield, OH 44907	
Telephone # 614.42	25.4885	Fax # 614.417.0410	
E-mail address	scott@electricsup	pliers.org	

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

Customer Service address 1216 Lexington Ave., Suite 301, Mansfield, OH 44907 Toll-free Telephone #877.861.2772 F E-mail address scott@electricsuppliers.org Fax # 614.417.0410 Signature of Applicant & Title Fiscal Officer Sworn and subscribed before me this 24 day of phi 2030 det Print Name and Title Notary oti Signature of official administering oath My commission expires on <u>0-5</u> 660



Betsy Abbott Notary Public State of Ohio Mv Commission Expires September 05, 2022

Green Compss. State of Chio :

County or Magoon :

Green Lamp Township Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the Fiscal OFFice (Office of Affiant) of (Jreen Camp Toursh (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.
- 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.
- The Applicant herein, attests that it will fully comply with Section 4928.09 of the Revised Code 6. 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.

umbab Stutla Fiscal Officer

Sworn and subscribed before me this <u>24</u> day of <u>SCPENDER</u> 2000 Month

Signature of official administering oath

Beby Abboth Notany Print Name and Title

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My commission expires on a 5. 2022



Betsy Abbott Notary Public State of Ohio My Commission Expires September 05, 2022

EXHIBIT A-2

AUTHORIZING ORDINANCE

Trebels ENERGY



RECORD OF PROCEEDINGS BOARD OF GREEN CAMP TOWNSHIP TRUSTEES **REGULAR SESSION**

Held: January 17, 201

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as township trustees and though we are not paying the volunteers we run the fire department. We need to do this. Ralph agreed. Water Rescue was on the 15th and the firefighters got 16 hours training. The fire to pass. Its 80 dollars a person and good for 2 years. To have a volunteer fire department Chunk said we out said Ralph. It's a certified state and national wide program. You need a minimum of 70% on the test grant for internet class training. Firefighters need 54 hours every 3 years and 15 hours for first department had a county wide meeting that they hosted. There was 21 from the county in attendance. Crawford forever on the Green Camp Township Fire Department. They are trying to push the volunteers their birthdays every 3 years. It makes it easier to audit. If they don't have this card he is done said Basil department gets audited for this. They want to combine this on one card. All the cards are now due on EMS grant is coming. There is a 1500 dollar grant for CE Solutions Programming. It's a reimbursement grant is 1. 3000 dollars for grant writing and 2. 5 % amount of total grant back to federal government kw loads and he did not think anyone would fit that. He will come back to other meetings. Myers and Clunk. Very good said Ralph. They are having ems training on 2-14-11. Myers said 2 fire fighters gave blood. Thanks Cork said this year. The fire department might get a 53,000 grant from the federal government. The cost of the Basil Crawford said in 2010 we had exactly 100 fire calls including ems. There have been 3 calls so far payment plan. If you're an electric heat customer you still get that discount as well. The cut off at 400 We have applied for a state grant. This is for a radio update. We have been on a narrow band for 3 years responders and erns on top of 54. EMT needs more hours and if you're a paramedic it's even more yet The parametics will get their hours through their primary job. They are still going to use this. The fire Page 3 of 3

chop saw and the township is utilizing it now. The hay rake was put inside. plowed and salted Green Camp Cennetery and helped with burial. They put a new cord and plug on the firehouse and complex, fixed chop saw, ployed township roads, plowed drifts on township roads, gate, back filled 3 graves at Green Camp Cennetery, salted intersections and curves, cleaned walks at Centerville Prospect Road, finished inventory, cleaned up trash on Patton Riley, put cover on spreader Hay read his list of accomplishments to the trustees. He picked up a hay rake, put in new chevrons on

Ralph yes, Myers yes and Clunk yes. Clunk made a motion to leave the cemetery prices that same as 2010 and Myers seconds it. The vote was

Clurk made a motion to pay bills and Myers seconds it. The vote was Ralph yes, Myers yes and Clurk

Clunk makes a motion that we pay 1520.00 for C E Solutions for educational purposes for the fire was Ralph yes, Myers yes and Clunk yes. Myers made a motion that Mary is allowed to get high speed internet and Clunk seconds it. The vote department and Myers seconds it. The vote was Ralph yes, Myers yes and Clunk yes.

seconds it. The vote was Ralph yes, Myers yes and Clunk yes. Revised Code directing the Marion County Board of Elections to submit a ballot to the electors. Myers governmental electricity aggregation program with opt out provisions pursuant to section 4928.20 Ohio government aggregation. Ralph said it should be up to them to educate. Ralph said to get grant money the government aggregation would have to be voted by the people. Be it resolved by the Green Camp Chunk said we need to do something tonight about the government aggregation. Clunk was for the Township Trustees that Clunk makes a motion for an ordinance presiding all action necessary to affect a

2371.00 from Marion Temperature Solutions LLC Clunk make a motion that we go with Dave Beckley Contracting. His quote is 2350.00 to replace a heater at the fire department building. Myers seconds it. The vote was Ralph yes, Myers yes and Clunk yes. Myers had furnace estimates for the fire department. 1. 2350.00 from Dave Beckley Contracting and 2.

he will leave his 2011 fee for opening and closing the same. Ralph talked to George Keener out at the cemetery and he is very happy with what he is making now so

The township received a very nice hay rake from Bud Verity.

Clunk made a motion to adjourn and Myers seconds it.

The meeting was adjourned till February 1, 2011 at 7:00 P.M. at the Green Camp Township Complex.

Mary Mobern, Fiscal Officer Thomas Myers, Vice Chairman onno E Mano

Green Camp Township Board of Trustees Resolution

Number 1

A RESOLUTION AUTHORIZING THE ADOPTION OF AN ELECTRIC POWER AGGREGATION PLAN OF OPERATION AND GOVERNANCE FOR THE Green Camp TOWNSHIP, MARION COUNTY, OHIO

WHERAS, the electorate of Green Camp Township has previously authorized the Township to determine the best policy for the community's residents relating to electric power aggregation; and

WHEREAS, the Board of Trustees of Green Camp Township has previously authorized an agreement with FirstEnergy Solutions to provide a contract for electric services and has held two public hearings on the Plan of Operations and Governance;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Green Camp Township, Marion County, Ohio, that:

Section 1: The Board of Trustees of Green Camp Township hereby adopts an Electric Power Aggregation Plan of Operation and Governance for the Township of Any pursuant to PUCO regulations.

Section 2: A copy of said Plan is hereby attached and marked as "Exhibit A" and is made part of this resolution.

Section 3: This resolution is hereby declared to be an emergency measure necessary for the immediate preservation of public peace, health, safety and welfare for the reason that immediately adopting the Green Camp Twp Electric Power Aggregation Plan of Operation and Governance for the Green Camp Twp electric aggregation program will allow consumers to reduce their electric bills at the earliest possible time, and provided the resolution receives the affirmative vote of two-thirds of the members elected to the Board of Trustees, it shall take effect and be in force from and after the earliest time allowed by law.

Green Camp Township Board of Trustees

Date: December 192011

Thomas E. Mers David is Raigh School (1/ Mingh Thomas Myers Trustee David Ralph

Trustee

Robert Clunk Trustee

EXHIBIT A-3

OPERATION AND GOVERNANCE PLAN

Trebels) ENERGY



Green Camp Township Electric Power Aggregation Plan of Operation and Governance

I. INTRODUCTION

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

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

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

II. PROCESS

On November 8, 2011, Green Camp Township voters approved the development of a form of government electric aggregation known as "opt-out" aggregation. Under the opt-out program, all eligible residential and business customers in the Township are automatically included as participants in the program unless they opt-out of the program by providing written notice of their intention not to participate. As required by state law, the Township Trustee's

passed a Resolution, which authorized submitting the selection of opt-out aggregation to the Township's voters.

In addition to obtaining necessary Township Trustee's approval, the Township is also required to comply with various PUCO regulations. The Township will file an application with the PUCO for certification as a Government Aggregator as soon as the Township Trustees approve the Plan, on or about December 12, 2011. As required by the regulations, the Township developed this Aggregation Plan of Operation and Governance ("Plan"). On the and , the Township advertised the Public hearing dates to discuss the Plan in the . As required by the PUCO's regulations, two hearings were conducted on December 14, 2011. The Opt-out notice for the Township's Program will be sent to all eligible electric customers in the Township upon approval of this Plan, setting forth the rates, terms and conditions of the program, and giving 21 days to opt out of the Program.

By vote of the Green Camp Township Trustee's on ______ the Township selected FirstEnergy Solutions, Inc. (FES), a subsidiary of FirstEnergy Corp., as its Retail Electric Generation Provider, to provide the electric power for the Green Camp Township Aggregation Program at this time. Under this program, Ohio Edison or AEP-Ohio, which are the EDCs, will still deliver the electricity purchased from the Township's provider, FES, to customers, customers will receive only one bill (from), and all metering, repairs and emergency service will continue to be provided by the EDC(s).

III. <u>DEFINITIONS</u>

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

"Aggregation Program" means the program developed by Green Camp Township, as a Government Aggregator under Section 4928.20 Ohio Revised Code, to provide EDC(s) customers in the Township with retail electric generation services.

"EDC" means the Electric Distribution Company.

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

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

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

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

IV. OPERATIONAL PLAN:

A. <u>Aggregation Services</u>

1. Provider: Green Camp Township will use a contractor ("Retail Electric Generation Provider") to perform and manage aggregation services for its Members. The Township has selected FES to be its Provider at this time. The Provider shall provide adequate, accurate, and understandable pricing terms and conditions of service, including any switching fees and the conditions under which a Member may rescind a contract without penalty. The Provider must provide the Township, if requested, an electronic file containing the Members usage, and charges. The Provider must have a local phone number or a toll free number for Members to call.

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

3. Member Education: The Retail Electric Generation Provider will develop, with the assistance of the Township, an educational program that generally explains the Aggregation Program to Members, provides updates and disclosures mandated by Ohio law and PUCO rules, and implements a process

to deal with allowing any person enrolled in the Aggregation Program the opportunity to opt out of the program at least every three years, without paying a switching fee to the Township or the Provider. See Appendix A for a detailed description of the Education Process.

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

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

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

8. Notification to EDC(s): The Township's consumers that do <u>not</u> opt-out of the Township's Aggregation Group will be enrolled automatically in the Aggregation Program. To the extent that EDC(s) requires notification of participation, the Township will coordinate with its Provider to provide such notice to EDC(s). The Provider will inform EDC(s) of any individuals who may have been permitted to join the Aggregation Group after the expiration of the enrollment period.

B. Power Supply Agreement

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

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

FES satisfies each of the following requirements:

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

D. Activation of Service

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

E. Changes, Extension or Renewal of Service

Green Camp Township Certification 13 The current Agreement for power supply service with FES will provide service beginning upon activation of service. If the Agreement is extended or renewed, Members will be notified as required by law and the rules of the PUCO as to any change in rates or service conditions. At least every three years all EDC(s) customers in the Township 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 EDC(s) Standard Service Offer.

F. <u>Termination of Service</u>

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

G. Opt-In Procedures

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

H. Opt-out Procedures

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

I. Rates

All Rates will be determined prior to sending the opt-out notification to eligible customers. Rates may include a fixed price offer or a percent off the standard PTC offer. The rates will be clearly stated and explained in the opt-out notification. National accounts (e.g. BP, McDonald's, Dollar General) as well as eligible commercial accounts with annual usage over 700,000 will be offered the discounts in either plan selected but they must "opt-in" to the program.

J. Universal Service and Low Income Customer Assistance

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

V. MISCELLANEOUS GOVERNANCE GUIDELINES

- A. Township Trustee's shall approve through Resolution or Ordinance the Plan of Operation and Governance for the Aggregation program and any Amendments thereto.
- B. The Township shall contract with only Retail Electric Generation Providers certified by the

Public Utilities Commission of Ohio for the provision of Competitive Retail Electric

Service to the Aggregation Program Members.

Green Camp Township Certification

1/10/12

C. The Township will require the Provider to maintain either a toll free telephone number, or a telephone number that is local to Township residents who are Members.

VI. LIABILITY

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

VII. INFORMATION AND COMPLAINT NUMBERS

Copies of this Plan are available from Green Camp Township free of charge. Call (419) 362-6799 for a copy or for more information.

Any electric customer, including any participant in the Township'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 EDC(s). The PUCO may be reached toll free at 1-800-686-7826.

Appendix A -- Education Process

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

1. Each residence within the limits of the Township 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 Township to provide opportunities for educating residents in the Township about the Program and consumer rights under the law, PUCO rules and this Program. In addition, the Provider and Township 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.

EXHIBIT A-4

AUTOMATIC AGGREGATION DISCLOSURE

Trebels) ENERGY



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

Dear Resident,

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

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

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

The Township of Green Camp program was approved by voters in your community in November 2011.

Your Elect	ric Utility	Variable Price	Term End Date	Opt Out Deadline	Early Termination Fee	
Ohio E	dison	6% off Price To Compare	December 2020	November 22, 2017	\$25	

How to estimate wh	at your savings	s will be through	this program
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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,

Green Camp Local Officials

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

OPT-OUT FORM – RESIDENTIAL ELECTRIC GOVERNMENTA		DN PROGRAM
Option 1: Do nothing and save. If you want to participate in this program and save, you do not need to return this form. Your enrollment is automatic.	OR	Option 2: Opt out by returning this form. If you do not want to participate in this program and save, you must return this form before the due date.
By returning this signed form, you will no		our community's electric savings program. neck box to opt out.)

Service address (City, state and zip):_

Phone number:

Account holder's signature:

Mail by November 22, 2017 to: Township of Green Camp Electric Governmental Aggregation Program, 341 White Pond Drive, Bldg. B3, Akron,

Date: Ohio 44320

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.

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.

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

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. If you have a fixed price, the price you will receive each month does not change. With a variable price, 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 you receive a variable price, based on a tiered pricing structure. your initial price will remain consistent each month through the meter-read date of the first tier outlined in your Agreement's Terms & Conditions. At that time, your price will change but then remain consistent each month for the rest your Agreement.

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 optout 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 optout form and it **must be postmarked 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. However, you will be sent a notice at least every three years asking if you wish to enroll in the program.

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.

Who is FirstEnergy Solutions?

FirstEnergy Solutions, a subsidiary of FirstEnergy Corp., 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.

	Residential and Small Commercial - Terms and Conditions
Governmental Aggregation Product	Variable Price
Electric Distribution Utility ("EDU")	Ohio Edison Company
D 1	6% off your EDU Price to Compare ("PTC") through your December 2020 meter read
Cancellation/Termination Fee	\$25.00

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. <u>Please keep a copy of this Agreement</u>

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 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 the terminate to your EDU for 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 <u>www.fes.com</u>. 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 <u>www.puco.ohio.gov</u>. 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 <u>www.pickocc.org</u>.

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' 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' 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 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.

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

Dear Business.

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

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

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

The Township of Green Camp program was approved by voters in your community in November 2011.

Your Electric Utility	Variable Price	Term End Date	Opt Out Deadline	Early Termination Fee	
Ohio Edison	4% off Price To Compare	December 2020	November 22, 2017	\$50	

How to estimate what your savings will be through this program

First, determine your Price to Compare; simply divide the amount of the Bypassable Generation and Transmission Related Component by the Kilowatt Hours Used. Then multiply your Price to Compare by 0.04 (4%) 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,

Green Camp Local Officials

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

OPT-OUT FORM – BUSINESS ELECTRIC GOVERNMENTAL AGGREGATION PROGRAM			
Option 1: Do nothing and save. If you want to participate in this program and save, you do not need to return this form. Your enrollment is automatic.	OR	Option 2: Opt out by returning this form. If you do not want to participate in this program and save, you must return this form before the due date.	
By returning this signed form, you will no		our community's electric savings program.	

Service address (City, state and zip):

Phone number:

Account holder's signature:

Date:

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.

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.

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

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

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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 optout 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 optout form and it **must be postmarked 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. However, you will be sent a notice at least every three years asking if you wish to enroll in the program.

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.

Who is FirstEnergy Solutions?

FirstEnergy Solutions, a subsidiary of FirstEnergy Corp., 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.

	Residential and Small Commercial - Terms and Conditions
Governmental Aggregation Product	Variable Price
Electric Distribution Utility ("EDU")	Ohio Edison Company
Price and Length of Agreement	4% off your EDU Price to Compare ("PTC") through your December 2020 meter read
Cancellation/Termination Fee	\$50.00

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. <u>Please keep a copy of this Agreement</u>

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 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 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. Alternatively, 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 or if you become two consecutive 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 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 <u>www.fes.com</u>. 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 <u>www.puco.ohio.gov</u>. 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 <u>www.pickocc.org</u>.

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' reasonable control ("Force Majeure Event(s)") and may result in interruptions in service. FES will 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' 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 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. This foregoing document was electronically filed with the Public Utilities

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Summary: Application Renewal electronically filed by Mr. Scott Belcastro on behalf of Green Camp Township, Marion County, OH