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The Public Utilities Commission of Ohio

Original GAG Case Number	Version
00 - 2089 -EL-GAG	August 2004

RENEWAL APPLICATION FOR GOVERNMENTAL AGGREGATORS

Please print or type all required information. Identify all attachments with an exhibit label and title (Example: Exhibit A-4 Opt-Out Form). All attachments should bear the legal name of the Applicant and should be included on the electronic copy provided. Applicants should file completed applications and all related correspondence with: Public Utilities Commission of Ohio, Docketing Division, 180 East Broad Street, Columbus, OH 43215-3793.

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 Sylvania**
Address **6730 Monroe Street, Sylvania, Ohio 43560**
PUCO Certificate # and Date Certified **00-03396; 01/25/2011**
Telephone # **(419) 882-7100** Web site address (if any) **www.cityofsylvania.com**

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

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

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

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Technician ____ Date Processed 12/3/12

A-4 **Exhibit A-4 Automatic Aggregation Disclosure -"Opt-out Form"** provide a copy of the disclosures/"opt-out" required by Section 4928.20(D) of the Revised Code, if its aggregation program provides for automatic aggregation in accordance with Section 4928.20(A) of the Revised Code. If the opt-out is in draft form, docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service. See #12 in the attached Affidavit .

A-5 Contact person for regulatory or emergency matters

Name **Mr. James E. Moan**
Title **Law Director**
Business address **4930 Holland-Sylvania Road, Sylvania, Ohio 43560**
Telephone # **(419) 882-7100** Fax # **(419) 882-7201**
E-mail address (if any) **jimmoan@hotmail.com**

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

Name **Mr. James E. Moan**
Title **Law Director**
Business address **4930 Holland-Sylvania Road, Sylvania, Ohio 43560**
Telephone # **(419) 882-7100** Fax # **(419) 882-7201**
E-mail address (if any) **jimmoan@hotmail.com**

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

Customer Service address **4930 Holland-Sylvania Road, Sylvania, Ohio 43560**
Toll-free Telephone # **(419) 882-7100** Fax # **(419) 882-7201**
E-mail address (if any) **jimmoan@hotmail.com**

Law Director
Signature of Applicant & Title

Sworn and subscribed before me this 29th **day of** November, 2012
Month **Year**

Signature of official administering oath **Print Name and Title** Andrea Stokes, Exec. Asst.

My commission expires on 10/12/2015

NOTARIAL SEAL STATE OHIO

Andrea R. Stokes
Notary Public, State of Ohio
My Commission Exp. 10/12/2015

AFFIDAVIT

State of Ohio :

Sylvania ss.
(Town)

County of Lucas :

James E. Moan, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the Law Director (Office of Affiant) of City of Sylvania (Name of Applicant);

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

1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification renewal are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in the application.

2. The Applicant herein, attests it will timely file an annual report with the Public Utilities Commission of Ohio of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Division (A) of Section 4905.10, Division (A) of Section 4911.18, and Division (F) of Section 4928.06 of the Revised Code.

3. The Applicant herein, attests that it will timely pay any assessments made pursuant to Sections 4905.10, 4911.18, or Division F of Section 4928.06 of the Revised Code.

4. The Applicant herein, attests that it will comply with all Public Utilities Commission of Ohio rules or orders as adopted pursuant to Chapter 4928 of the Revised Code.

5. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the Applicant.

6. The Applicant herein, attests that it will fully comply with Section 4928.09 of the Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.

7. The Applicant herein, attests that it will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.

8. The Applicant herein, attests that it will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.

9. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.

10. If applicable to the service(s) the Applicant will provide, the Applicant herein, attests that it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio. (Only applicable if pertains to the services the Applicant is offering)

11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the renewal application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating customer complaints.

12. The Applicant herein, attests that if the opt-out is in draft form, the Applicant will docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service.

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

Signature of Affiant & Title

Sworn and subscribed before me this 29th day of November, 2012
Month Year

Signature of official administering oath

Andrea Stokes, Exec. Ass't.
Print Name and Title

My commission expires on 10/12/2015

NOTARIAL SEAL STATE OF OHIO

Andrea R. Stokes
Notary Public, State of Ohio
My Commission Exp. 10/12/2015

ORDINANCE NO. 56 -2000

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

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

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

WHEREAS, governmental aggregation provides an opportunity for residential and small business customers collectively to participate in the potential benefits of electricity deregulation through lower electric rates which they would not otherwise be able to have individually; and,

WHEREAS, this Council seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4928.20, Ohio Revised Code (the "Aggregation Program"), for the residents, businesses and other electric consumers in the City and in conjunction jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Sylvania, Lucas County, Ohio, 5 members elected thereto concurring:

SECTION 1. This Council finds and determines that it is in the best interest of the City, its residents, businesses and other electric consumers located within the corporate limits of the City to establish the Aggregation Program in the City. Provided that this Ordinance and the Aggregation Program is approved by the electors of the City pursuant to Section 2 of this Ordinance, the City is hereby authorized to aggregate in accordance with Section 4928.20, Ohio Revised Code, the retail electrical loads located within the City, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of electricity. The City may exercise such authority jointly with any other municipal corporation, township or county or other political subdivision of the State of Ohio to the full extent permitted by law. The aggregation will occur automatically for each person owning, occupying, controlling, or using an electric load center proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this Ordinance.

SECTION 2. The Director of Law is hereby directed to negotiate with the Board of Elections of Lucas County the following ballot language or language substantially similar and, thereafter the Board of Elections is hereby directed to submit the agreed upon question to the electors of the City at the general election on November 7, 2000.

> Shall the City of Sylvania have the authority to aggregate the retail electric loads located in the City, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt out, all in accordance with Section 4928.20 of the Ohio Revised Code and Ordinance No. 56-2000 adopted by City Council.

The Clerk of this Council is instructed immediately to file a certified copy of this Ordinance and the proposed form of the ballot question with the County Board of Elections not less than seventy-five (75) days prior to November 7, 2000. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Ordinance and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4928.20, Ohio Revised Code.

SECTION 3. Upon the approval of a majority of the electors voting at the special election provided for in Section 2 of this Ordinance, this Council individually or jointly with any other political subdivision, shall develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Council shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the City. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Council shall aggregate the electrical load of any electric load center within the City unless it in advance clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt out of the program every two years, without paying a switching fee. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided under division (a) of Section 4928.14 or division (d) of Section 4928.35, Ohio Revised Code until the person chooses an alternative supplier.

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 5. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that this Ordinance is required to be immediately effective in order to file a certified copy of this Ordinance and the proposed form of the ballot question with the Board of Elections of Lucas County not later than seventy-five (75) days prior to the November 7, 2000 election. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by this Charter.

Vote dispensing with the second and third readings: Yeas 5 Nays 0

Passed, June 19, 2000, as an emergency measure.

President of Council

ATTEST:

Clerk of Council

APPROVED AS TO FORM:

Director of Law

APPROVED:

Mayor

June 19, 2000

Date

I hereby certify that the foregoing is a true and exact copy of Ordinance/Resolution No. 54-2000 duly passed by the Council of the City of Sylvania, Ohio, at its meeting on 6/19/00

Clerk of Council (Seal)

[redacted]

CITY OF SYLVANIA AGGREGATION PROGRAM

PLAN OF OPERATION AND GOVERNANCE

For additional information contact:

James E. Moan
4930 Holland-Sylvania Road
Sylvania, Ohio 43560
Telephone: (419) 882-7100
Fax: (419) 882-7201

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 Service will provide technical analysis, competitive procurement of services, regulatory approvals, accounting and fiscal management, contract maintenance, communications, program coordination and administrative support for the Sylvania Aggregation Program using existing staff.

Funding

The primary expenses of the Sylvania 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 Sylvania City Council, the Department of Public Service will begin notifying customers of the rates to be charged to all participants in the Sylvania 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 Sylvania 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 Sylvania Aggregation Program, the Department of Public Service 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 Sylvania 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 Sylvania Aggregation Program with its last bill for standard offer service. Service under the new supplier shall begin at the start of the billing period following the transfer.

Customer Opt-out

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

Customer Opt-in

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

Disputes

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

Termination of Power Supply Program

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

Rates

The Department of Public Service shall receive proposals from electric suppliers using a

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 Sylvania 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 6,000 residential, commercial and industrial customers into a buying pool that will be very attractive to marketers. Participation in the City of Sylvania 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 Sylvania 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.

Sylvania's Aggregation Program

Sylvania's aggregation program will be administered by the Department of Public Service. The Department of Public Service currently administers the natural gas purchasing program that contracts for natural gas service to all of the City's facilities. The Department 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. Sylvania will not buy and resell the power for the participants of the program. Instead, Sylvania 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 Sylvania City Council for approval.

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

Billing

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

November 26, 2012

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

Dear Resident,

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

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

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

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

Your Electric Utility	Price	Term End Date	Opt Out Deadline	Early Termination Fee
Ohio Edison or Toledo Edison	6% off Price To Compare	May 2014	December 17, 2012	$25

How to estimate what your savings will be through this program

Locate your Price to Compare on your electric bill. Divide your Price to Compare by 100, then multiply by 0.06 (6%) to determine your savings per kWh. Multiply that number by your total monthly usage. The final number is how much you can expect to save each month you use the same amount of electricity.

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

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

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

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

Sincerely,

Northwest Ohio Aggregation Coalition

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

OPT-OUT FORM – RESIDENTIAL ELECTRIC GOVERNMENTAL AGGREGATION PROGRAM

Option 1: Do nothing and save.	OR	Option 2: Opt out by returning this form.
If you want to participate in this program and save, you do not need to return this form. Your enrollment is automatic.		**If you do not want to participate in this program and save, you must return this form before the due date.**

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

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

Service address (City, state and zip):_____

Phone number:_____

Account holder's signature:_____ Date:_____

Mail by December 17, 2012 to: NOAC Electric Governmental Aggregation Program, 341 White Pond Drive, Bldg. B-2, Akron, Ohio 44320

Electric Governmental Aggregation Program Frequently Asked Questions
Residential Program

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

How is my community able to choose a certified electric generation supplier on my behalf?
Residents voted to allow the community to contract for an electric generation supplier on their behalf.

How will I know if I can save money under the electric governmental aggregation program?
The price you pay for electric generation supply is guaranteed to be lower because you'll always receive the percent discount for your electric generation.

What do I need to do if I *want* to be included in this governmental aggregation?
You do not need to do anything to receive the discounted generation pricing under this program. You may choose to remain in the aggregation group and begin receiving your discount by simply not returning the opt-out form.

If I join my community's governmental aggregation program, who will deliver my power, read my meter and respond to emergencies, such as power outages?
Your electric utility will be responsible for the delivery of power to your home or business. Since your electric utility still owns the wires and poles that deliver power to you, it will continue to read your meter and restore power after an outage.

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

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

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

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

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

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

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

If I join the aggregation, can I stay on budget billing?
Yes, you can remain on budget billing; however, only your charges from the utility will continue to be budgeted. Your charges from FirstEnergy Solutions will not be budgeted – you will pay the full amount each month. .

Can I still have my payment automatically deducted from my checking account as I do now?
Yes. How you pay your electric bill will not change.

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

What is the toll-free number for questions?
If you have any questions, please call 1-866-636-3749, Monday through Friday, 8 a.m. to 5 p.m.

Additional FAQs for all-electric space heating, electric water heating and/or load management customers:

I receive a credit from my electric utility for my electric water heating. Will I miss out on this credit if I join this program?
Because FirstEnergy Solutions is offering a discount off the Price to Compare, you are not missing out on any of the savings that utility credits provide.

If I leave this program at a later date, will I be able to keep the credits I get from my utility for having all-electric space heating, electric water heating and/or load management equipment?
Yes. This discount is in addition to the generation credit reflected in your Price to Compare. So if you cancel your contract with FirstEnergy Solutions, you will continue to receive the credits from your utility for having all-electric space heating, electric water heating and/or load management equipment as long as those credits are being offered.

FirstEnergy
Solutions

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

These Terms and Conditions together with the enrollment information are your agreement for electric generation service with FirstEnergy Solutions Corp. ("FES") if you choose to remain in the community aggregation program by not "opting-out" or exercising the right of rescission ("Agreement"). Please keep a copy of this Agreement for your records.

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

DEFINITIONS:

Generation Service – The production of electricity.
Transmission Service – Moving high voltage electricity from a generation facility to the distribution lines of an Electric Distribution Utility ("EDU").
Distribution Service – Physical delivery of electricity to customers by EDU.

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

TERMS AND CONDITIONS OF SERVICE

1. **Eligibility.** Only Residential Customer accounts not enrolled in the Percentage of Income Plan Program (PIPP) and small commercial customers with a peak demand below 399 KW are eligible for this offer from FES. FES reserves the right to refuse enrollment to any customer with an outstanding balance.
2. **Basic Service Prices.** During the term of this Contract, you agree to pay FES for a total combined Transmission, Generation, and Generation Related Charges. You will be billed at the percentage off your EDU Price to Compare per KWh per billing month, as specified in the opt-out notification. Your Price to Compare consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to FES.

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

   In addition to the charges described above, if any regional transmission organization or similar entity, EDU, governmental entity or agency, NERC and other industry reliability organization, or court requires a change to the terms of the Agreement, or imposes upon Supplier new or additional charges or requirements, or a change in the method or procedure for determining charges or requirements, relating to your electric supply under this Agreement (any of the foregoing, a "Pass-Through Event"), which are not otherwise reimbursed to FES, Customer agrees that Supplier may pass through the additional cost to Supplier of such Pass-Through Event, which may be variable, to Customer. Changes may include, without limitation, transmission or capacity requirements, new or modified charges or shopping credits, and other changes to retail electric customer access programs.
3. **Length of Agreement.** As a part of your community's program, your service from FES will commence with the next available meter reading and after processing of the enrollment by your EDU, and will continue for the term as specified in the opt-out notification, ending on the meter read for the last month of service. The program may be terminated or modified due to unforeseen regulatory action. Customer and FES agree that any such regulatory action is a force majeure event. Should the program be terminated, you will be returned to the standard service offer or its successor.
4. **Billing.** You will continue to receive a single bill from your EDU that will contain both your EDU and FES charges. FES does not offer budget billing. If you do not pay your bill by the due date, FES may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay FES for any electricity used before this Agreement is cancelled, as well as any late payment charges.
5. **Penalties, Fees and Exceptions.** If you do not pay the full amount owed FES by the due date of the bill, FES may charge a 1.5% per month late payment fee.
6. **Cancellation/Termination Provisions.** If this Agreement is not rescinded during the rescission period, enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, if you move out of the EDU service territory or into an area where FES will charge a different price. *There will be a $25 charge for each residential EDU account and a $50.00 charge for each commercial EDU account if you terminate this Agreement for any other reason, except as expressly provided herein. Should you cancel service with FES and return to standard offer service with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.*
7. **Customer Consent and Information Release Authorization.** By choosing not to opt-out of your community's aggregation program, you understand and agree to the terms and conditions of this Agreement with FES. You authorize FES to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. FES reserves the sole right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by FES following acceptance of your enrollment request by FES, the end of the 7 day rescission period and subsequent acceptance of the enrollment by your EDU.
8. **Contract Expiration.** At least every three years, you will be given the opportunity to opt-out of your community's aggregation program at no cost. You are responsible for arranging for your electric supply upon termination of this Contract.
9. **Dispute Procedures.** Contact FES with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 8AM – 5PM EST or in writing at 341 White Pond Drive, Attn: Contract Administration, Akron, OH 44320. Our web address is www.firstenergysolutions.com. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 am to 5:00 pm weekdays or at www.PUCO.ohio.gov. Residential customers may also call the Ohio Consumers' Counsel (OCC) at 1-877-742-5622 (toll free) from 8:00 am to 5:00 pm weekdays or at www.pickocc.org.
10. **Miscellaneous.** You have the right to request from FES, twice within a 12 month period, up to 24 months of payment history, without charge.

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

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

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

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

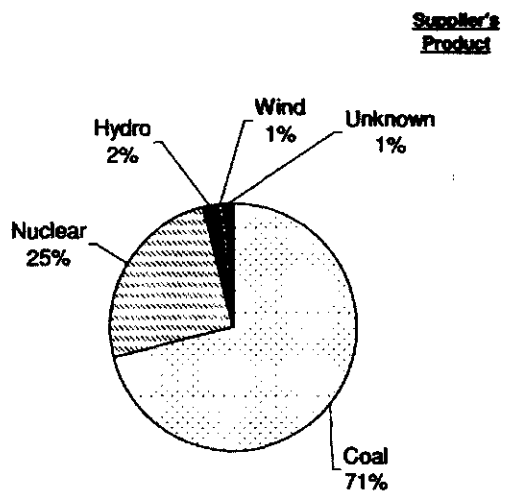
    Customer is responsible for providing FES with accurate account information. If said information is incorrect, FES reserves the right to reprice the applicable account(s) or terminate the agreement.

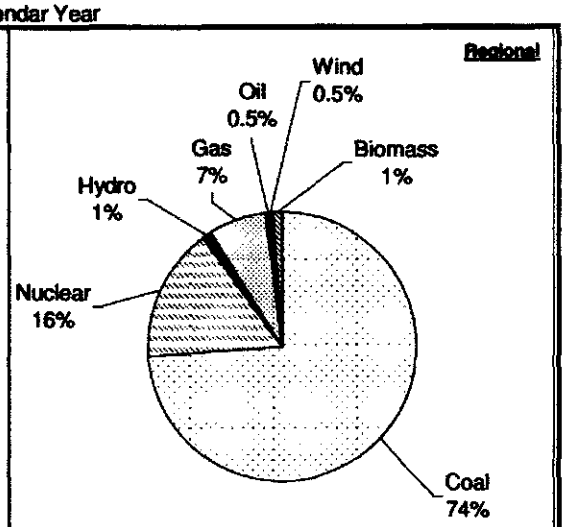
    FES reserves the right to return any customer to the EDU if the customer's rate code is changed and the account is no longer eligible for this program.
11. **Warranty.** FES warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

Environmental Disclosure Information
FirstEnergy Solutions
Projected Data for the 2012 Calendar Year

Generation Resource Mix-

A comparison between the sources of generation used to produce this product and the historic regional average supply mix.

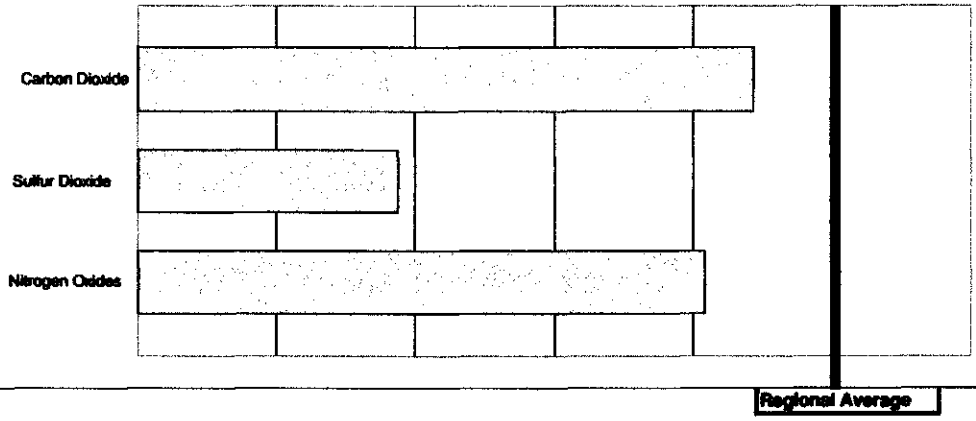




Environmental Characteristics-
A description of the characteristics associated with each possible generation resource.

Biomass Power	Air Emissions and Solid Waste
Coal Power	Air Emissions and Solid Waste
Hydro Power	Wildlife Impacts
Natural Gas Power	Air Emissions and Solid Waste
Nuclear Power	Radioactive Waste
Oil Power	Air Emissions and Solid Waste
Other Sources	Unknown Impacts
Solar Power	No Significant Impacts
Unknown Purchased Resources	Unknown Impacts
Wind Power	Wildlife Impacts

Air Emissions-
A comparison between the air emissions related to this product and the regional average air emissions



Radioactive Waste-
Radioactive waste associated with the product

Type :	Projected Quantity:	
High-Level Radioactive Waste	0.0021	Lbs./1,000 kWh
Low-Level Radioactive Waste	0.0001	Ft^3/1,000 kWh

Note: The generation of this product involves the use of 1% projected Unknown Purchased Resources. The air emissions and radioactive wastes associated with these unknown resources are not included in these charts.

Renewable Energy Credits: FirstEnergy Solutions purchases renewable energy credits (RECs) as a means of complying with the renewable energy resource benchmark under the state's alternative energy portfolio standard requirements. The requirement for 2012 is 1.5% renewable, including 0.06% solar.

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact FirstEnergy Solutions Corp at www.fes.com or by phone at 1-888-254-6359.