

FILE

WorldEnergy / ENERNOC

VIA UPS

February 11, 2015

Public Utilities Commission of Ohio
Docketing Division, 13th Floor
180 East Broad Street
Columbus, Ohio 43215-3792

RECEIVED-DOCKETING DIV

2015 FEB 11 PM 1:25

PUCO

RE: World Energy Solutions, Inc. Retail Electric Supplier Certificate No. 02-086E(7), Case. No. 02-882-EL-AGG

To the Commission:

Pursuant to Rule 4901:1-24-10 of the Ohio Administrative Code, World Energy Solutions, Inc. requests the following update to its original application, filed April 15, 2002, in respect to its business operations.

World Energy will be serving all customer classes as a broker/aggregator in all electric distribution utility certified territories within Ohio. The update to World Energy Solutions' original application section A-9 is below. Please update your records to reflect these changes.

A-9 (Check all that apply) Identify each electric distribution utility certified territory in which the applicant intends to provide service, including identification of each customer class that the applicant intends to serve, for example, residential, small commercial, mercantile commercial, and industrial. (A mercantile customer, as defined in (A) (19) of Section 4928.01 of the Revised Code, is a commercial customer who consumes more than 700,000 kWh/year or is part of a national account in one or more states).

- First Energy
Ohio Edison
Toledo Edison
Cleveland Electric Illuminating
Duke Energy
Monongahela Power
American Electric Power
Ohio Power
Columbus Southern Power
Dayton Power and Light
Residential
Commercial
Mercantile
Industrial

Please contact me if the Commission requires any additional information.

Sincerely,

Handwritten signature of Thomas R. Birmingham

Thomas R. Birmingham, Director of Regulatory Compliance
617-692-2446
tbirmingham@enernoc.com

This is to certify that the former applicant's...
document delivered in the presence of...
Date Received

FILE



Public Utilities Commission

Original GAG Case Number	Version
13 - 424 -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 Sharonville
 Address 10900 Reading Road, Sharonville, OH 45241
 PUCO Certificate # and Date Certified Certificate 13-661E(1); Date 03/17/2013
 Telephone # (513) 563-1144 Web site address (if any) http://sharonville.org

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

RECEIVED DOCKETING DIV
 2015 FEB 11 PM 12:03
 PUCO

This is to certify that the above information is accurate and complete. This document delivered in the presence of
 Technician [Signature]

2/10/15

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 James M. Lukas
Title Safety Service Director
Business address 10900 Reading Road, Sharonville, OH 45241
Telephone # (513) 563-1144 Fax # (513) 563-0617
E-mail address (if any) jlukas@cityofsharonville.com

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

Name James M. Lukas
Title Safety Service Director
Business address 10900 Reading Road, Sharonville, OH 45241
Telephone # (513) 563-1144 Fax # (513) 563-0617
E-mail address (if any) jlukas@cityofsharonville.com

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

Customer Service address 10900 Reading Road, Sharonville, OH 45241
Toll-free Telephone # (513) 563-1144 Fax # (513) 563-0617
E-mail address (if any) jlukas@cityofsharonville.com


Signature of Applicant & Title

Sworn and subscribed before me this 10th day of February, 2015 Year
Month


Signature of official administering oath

DEBRA A OTOOLE Notary
Print Name and Title

My commission expires on 4-18-16



Debra A. O'Toole
Notary Public, State of Ohio
My Commission Expires 04-18-2016

AFFIDAVIT

State of OHIO :

SHARONVILLE
(Town)

County of HAMILTON

JAMES M. LOKAS, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the SAFETY/SERVICE (Office of Affiant) of CITY OF SHARONVILLE (Name of Applicant);
DIRECTOR

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.

[Handwritten Signature]
 Signature of Affiant & Title

Sworn and subscribed before me this 10th day of February, 2015
 Month Year

[Handwritten Signature]
 Signature of official administering oath

DEBRA A OTOOLE, Notary
 Print Name and Title

My commission expires on 4-18-2016



Debra A. O'Toole
 Notary Public, State of Ohio
 My Commission Expires 04-18-2016

**EXHIBITS TO
RENEWAL APPLICATION
OHIO ELECTRIC GOVERNMENTAL AGGREGATOR
CITY OF SHARONVILLE**

EXHIBIT A-2
AUTHORIZING ORDINANCE

ORDINANCE 2012 – 19

AUTHORIZING THE SUBMISSION OF A BALLOT QUESTION TO THE VOTERS OF THE CITY OF SHARONVILLE CONCERNING A GOVERNMENTAL AGGREGATION OF ELECTRICITY SERVICES WITH OPT-OUT PROVISIONS PURSUANT TO OHIO REVISED CODE SECTION 4928.20

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 within the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity ("Governmental Aggregation"); 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 consumers to participate collectively in the potential benefits of electricity deregulation through lower electricity rates which would not otherwise be available to those electricity customers 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

WHEREAS, the Council has determined that the Sharonville administration shall select an appropriate agent for the City of Sharonville to solicit bids for the best electricity rates if the ballot question is approved by the Sharonville voters.

NOW THEREFORE, BE IT HEREBY ORDAINED BY THE COUNCIL OF THE CITY OF SHARONVILLE THAT:

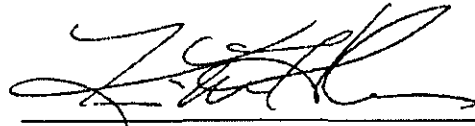
SECTION I: This Council finds and determines that it is in the best interest of the City, its residents, businesses and other electric consumers located within the corporate limits of the City of Sharonville to establish this Aggregation Program in the City. Provided that the Aggregation Program is approved by the voters of the City pursuant to Section II of this Ordinance, the City is hereby authorized to automatically aggregate, in accordance with Section 4928.20 of the Ohio Revised Code, the retail electric loads located within the City, and, for that purpose, to enter into service agreements to facilitate for those loads the purchase and sale 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 III of this Ordinance.

SECTION II: The Board of Elections of Hamilton County, Ohio is hereby directed to submit the following question to the voters of the City of Sharonville, Hamilton County, at the general election in 2012:

Shall the City of Sharonville have the authority to aggregate the retail electric load located in the City of Sharonville, 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?

SECTION III: In the event of the passage of the ballot issue, all citizens and occupiers of premises for which the program is initiated shall have the right to opt out as provided in Section 4928.20 of the Ohio Revised Code.

SECTION IV: Council hereby determines that the Sharonville administration shall select an appropriate agent for the City of Sharonville to solicit bids for the best electricity rates if the ballot question is approved by the Sharonville voters. The professional services provided by the agent shall be paid by whatever means are determined to be appropriate by the Sharonville administration.



President of Council, Kevin Hardman

Passed: June 12, 2012

Attest: Martha C Funk
Clerk of Council

Approved: June 12, 2012



Mayor Virgil G. Lovitt, II

CERTIFICATE OF RESULT OF ELECTION ON QUESTION OR ISSUE

Revised Code, Section 3301.11

State of Ohio }
County of Hamilton }

The Board of Elections of Hamilton County hereby
certifies that at the election held in the City Of Sharonville
(Name of Subdivision)

on the 6th day of November, 2012, the vote cast on the following issue was
as follows:

Issue

Shall the City of Sharonville, Counties of Hamilton and Butler, Ohio, have the authority to aggregate the retail natural gas loads located in the City of Sharonville, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of natural gas, such aggregation to occur automatically except where any person elects to opt out?

Votes <u>Yes</u> (For, yes, etc. - as on ballot)	<u>2,933</u> (Number)
Votes <u>No</u> (No, against, etc. - as on ballot)	<u>2,101</u> (Number)
Total vote cast on issue:	<u>5,034</u> (Number)

IN WITNESS WHEREOF, we have hereunto subscribed our names officially at Cincinnati
Ohio, this 27th day November, 2012

Timothy M. Burke
Chair

Charles H. Guichard III

Carl Fox

Alvin R. ...

Attest Amy Stacey
Director

BOARD OF ELECTIONS

Hamilton County, Ohio

EXHIBIT A-3
OPERATION AND GOVERNANCE PLAN

For Additional Information Contact:

Michael C. Catanzaro
The Utilities Group, Inc.
11260 Chester Road
Suite 540
Cincinnati, Ohio 45246

Telephone: (513) 481-7954
E-mail: mcatanzaro@tugmgt.com

Introduction. On November 6, 2012, the City of Sharonville (the "City" or "Sharonville") obtained voter approval to pursue an Opt-out electric aggregation program pursuant to §4928.20, Ohio Revised Code (ORC). As a result of the voter's affirmative vote, and once certified as a Governmental Aggregator, the City was authorized to combine multiple retail electric customer loads within its geographic boundaries (the "Aggregation") for the purpose of facilitating the purchase of electric supply in Ohio's competitive retail electric market. At that time and following a competitive bidding process, a Supply Contract ("Contract") was executed between the City and a Certified Retail Electric Supplier ("CRES") for the purpose of implementing an aggregation program ("Aggregation Program" or "Program"). The City offers an "opt-out" electric aggregation Program to all eligible customers¹, i.e., all residential and non-mercantile commercial customers within the City.

Under an opt-out aggregation program, all eligible residential and small business customers in the geographic boundaries of the City are automatically enrolled as participants in the Aggregation unless they actively opt-out by providing written notice of their intention not to participate. The aggregation Program is available to approximately 6,000 customers in the City.

The City anticipates that utilizing its aggregation authority will provide individual residential and small commercial consumers benefits such as price reductions that these consumers are typically unable to obtain since they lack the bargaining power, expertise and the economies of scale enjoyed by larger consumers.

The Process. In addition to obtaining necessary voter approval, the City filed an application with the PUCO for certification as a Government Aggregator. As required by §4928.20(C), two public hearings on this Plan were held on January 29, 2013 and February 12, 2013 after appropriate public notice was provided for two consecutive weeks. Attachment 1 hereto is a copy of the proof of publication of the time and place of those public hearings.

The Plan. This Plan of Operation and Governance (the "Plan") has been developed and adopted in accordance with §4928.20, ORC, and the Public Utilities Commission of Ohio ("PUCO") rules and regulations, specifically rule 4901:1-21-16(B) of the Administrative Code.

1. **Services to be Provided.** The City, as a PUCO certified Governmental Aggregator, will serve as purchasing agent for the Aggregation. As purchasing agent, the City shall (a) select a CRES to supply the Aggregation, (b) negotiate the terms of supply between the CRES and each Aggregation participant, and (c) oversee the enrollment procedures administered by the CRES. The City shall enter into a contract with a CRES to provide generation and transmission services. The CRES contract shall include all terms and conditions that make it clear that the CRES has ultimate responsibility to deliver firm power to the distribution system of the local Electric Distribution Utility ("EDU"), Duke-Ohio ("Duke"). Duke, in turn, shall utilize its distribution system, as it currently uses, and deliver the power to the customer's end-use facilities. The City does not intend to re-sell power as a result of this Program and, in fact, is not authorized to do so.
2. **Determination of Rates to be Charged.** All customers shall continue to receive standard distribution service under Duke's tariffs on file and approved by the Commission. Customers shall be responsible for the distribution charges and certain delivery Riders specified under Rates RS, DM or DS of the Duke tariff, P.U.C.O. No. 19, effective date May, 2013. Customers enrolled in the Program shall receive relief from certain other Riders and the rates associated with basic generation (PTC-BG) contained in Duke's tariff. The City has retained The Utilities Group to assist in the negotiation and identification of potential savings for customers. The electric supply charges for the Aggregation will be included in the Contract that will be negotiated by the Governmental Aggregator. Savings shall be determined by comparing the prevailing price-to-compare of Duke with the contract rate of the CRES. The rate comparison will be contained in the notice to be received by the customer.
3. **The Contract.** The supply contract ("Contract") negotiated by the City for the Aggregation will be for firm, all-requirements supply. Each Program participant will be individually bound to the CRES by the terms of the Contract, and will be solely responsible for payment and performance. It is the goal of the City of Sharonville to negotiate the best terms available for participants including minimizing fees associated with service cancellation or termination by participant outside of an approved opt-out or cancellation period.

¹ An "eligible customer" constitutes a customer meeting utility or PUCO rules and which the City and its CRES have elected to serve.

4. Standby Service. The City intends for customers to pay all rate Riders imposed by Duke that shall permit customers to return to Duke on a full-requirements basis without penalty. The goal of the City in the process of negotiating a contract with a CRES is to negotiate a provision that would exclude a switching fee provision for customers.
5. Opt-out Disclosure Notice. The City shall request from Duke a customer list that identifies potential customers within its geographic boundary. Using this list of eligible accounts, the CRES along with assistance from the City, will work to ensure the list is accurate following the guidelines established in following Section 6 (a-h). The refined customer list shall then be used by the CRES with assistance from the City to prepare and mail the opt-out notice. The opt-out notice shall be mailed via first class U.S. mail, and customers shall have twenty-one (21) days to opt-out of the Program. Those customers **not** electing to opt-out shall be enrolled in the Program.
6. Customer Inclusion. The following customers shall be *excluded* from the opt-out Program:
 - a. Customers who have opted-out of the Program;
 - b. Customers already under contract with a CRES;
 - c. Customers who may have a special contract with Duke;
 - d. Customers outside the geographical boundary of the City of Sharonville;
 - e. Customers who have elected to be on the "do not aggregate" list provided by §4928.21(C), ORC;
 - f. Customers who are enrolled in the percentage of income payment plan ("PIPP");
 - g. Mercantile customers (defined as a commercial or industrial customer that consumes more than seven hundred thousand kilowatt hours per year or is part of a national account involving multiple facilities in one or more states); and,
 - h. Customers with an unsatisfactory credit rating.

Customers in categories (b) through (h) should not appear in the customer list provided by Duke. Customers within these categories who may be accidentally included in the list and subsequently enrolled in the Program shall be returned to Duke without charge.

The CRES will have responsibility to monitor the enrollment of customers. Customers who elect to opt-out of the Program will be excluded and if a customer were accidentally enrolled will also be returned to Duke without charge.

7. Opt-out Process. Pursuant to §4928.20(D), ORC, Customers will receive the Opt-out letter including: price for the electric supply, terms and conditions of supply, an explanation as to how the customer can decline participation in the Aggregation and a postcard that can be used to "opt-out" if the customer so chooses. Customers will be provided twenty-one (21) days to elect to opt-out of the Program. The CRES will receive all Opt-out requests and any Opt-out Notices that were undeliverable by mail, and will remove those accounts from the eligible account list. After the twenty-one day opt-out period ends, the CRES will notify Duke of the remaining customers that will form the Aggregation, and will submit all to Duke for enrollment. Duke will confirm enrollment and provide the customer with an additional seven (7) days to allow the customer to cancel or rescind enrollment. During this initial opt-out/rescission period, eligible customers may opt-out of the City's Aggregation without fees charged by the CRES.
8. Activation of Service. Generation service activation will occur following the CRES opt-out and Duke cancellation periods without further consumer action beginning on the customer's normal meter read date within the month when power deliveries begin under the Aggregation Program.
9. Changes, Extension or Renewal of Service. At least every three years all customers eligible to participate in the City's Program will be given an opportunity to opt into or out of the Program, and reasonable notice will be provided as required by law and PUCO rules. Participants will also be notified of their right to select an alternate generation supplier and of their ability to return to the utility's Standard Service Offer. Thereafter, a similar enrollment program will be offered at intervals not to exceed three (3) years.

10. Eligible Customers. The aggregation Program shall include residential and non-mercantile customers, except those identified in Section 6 above, served under the provisions of Duke's electric tariff P.U.C.O. No. 19 as follows:

Rate RS, Sheet No. 30.14;
Rate DM, Sheet No. 43.15; and,
Rate DS, Sheet No. 40.15.

The current tariffs have an effective date of May, 2013.

11. Billing Procedures. The contract with the CRES will include billing procedures, with no additional administrative fee. The goal of the City is to have the customer receive a single, monthly bill from Duke which will include all charges including the rates of the CRES. The billing interval will be approximately thirty (30) days. If Duke does not receive timely payments, then the subsequent bill will reflect late payment fees, as authorized by the Commission, including those charges of the CRES.
12. Reporting. The CRES will deliver periodic reports to the City and its consultant that will include at a minimum (a) the number of participating customers in the Program; and (b) a savings estimate or increase from the previous year's baseline.
13. Credit, Collection and Deposit Procedures. Collection and credit policies and procedures will be those authorized by the Commission and remain the responsibility of Duke, the CRES and the involved customer. The City will not be involved in any credit, collection or deposit matter.
14. Customer Service Procedures. Customers will have multiple means of communicating concerns, addressing service issues and reporting complaints. As a general rule, concerns relative to service reliability or billing should be addressed to Duke. The utility will continue to read meters, address outages and emergencies, handle billing and have the most information about the physical service to a location or account. Questions regarding the Aggregation Plan or administration of the Program should be addressed to the City or The Utilities Group. If a customer is unable to resolve their concern in a satisfactory manner, then that matter should be directed to the Commission or to the Ohio Consumers' Counsel.

The following telephone numbers are provided for customers' assistance for resolving customer service issues:

Duke Energy Ohio	(800) 544-6900
Public Utilities Commission of Ohio	(800) 686-7826 (800) 686-1750 (TDD/TTY)
City of Sharonville	(513) 563-1144
The Utilities Group	(513) 481-7954
Ohio Consumers' Counsel	(877) 742-5622
CRES (currently FirstEnergy Solutions)	(866) 636-3749

In addition, this Plan adopts by reference Commission rule 4901:1-21-08 of the Administrative Code as the rule pertains to customer access, slamming and complaint handling procedures.

15. Opt-In Procedures. Residential and small commercial customers located within the City's boundaries that are eligible to join the Aggregation, but initially chose to opt-out of the Aggregation, or otherwise weren't included in the Aggregation, may join the Aggregation after the expiration of the applicable Opt-out period by contacting the Supplier. The rate for those joining the Aggregation after the expiration of the Opt-out period may be different from the rate negotiated for the Aggregation by the City. The Contract shall determine whether the CRES accepts the customer into the Program, and, if so, at what rate.
16. Customers Who Move. An enrolled customer who moves from one location to another within the geographical boundaries of the City and retains the same account number will remain an Aggregation participant and will receive the same price it would have received if the location had not moved. An enrolled customer who moves from one location to another within the geographic boundaries of the City and is assigned a new account number may enroll its new account in the Aggregation Program and receive the same price it would have received if its location had not moved, provided the new account is eligible for Aggregation. A customer who moves outside the geographical boundaries of the City of Sharonville severs its participation in the Plan and there will be no penalty or exit fees.
17. Individual Customer Termination of Participation. In addition to the opportunity to opt-out of the Aggregation Program prior to start up of service, an individual customer will be given an opportunity to opt-out at no charge every three years after start up of service. An individual customer who chooses to opt-out during the period between start-up and the three-year opportunity to opt-out may be required to pay an exit fee. It is the goal of the City to negotiate any cancellation or termination fee applied under this section to a minimum.
18. Service Termination by CRES. Consistent with the requirements of Ohio law and the regulations of the PUCO, termination of service may take place for non-payment of bills. Customers whose electric supply is terminated by the selected CRES will receive electric supply from the local EDC, Duke, unless the utility has also met state requirements to terminate service. Customers may be considered for re-enrollment in the Aggregation Program once they have met the requirements of law and are current on bill payment.
19. Termination of the Aggregation Program. The Aggregation Program may be terminated for participating customers upon the termination or expiration of the electric supply contract without any extension, renewal, or subsequent supply contract being negotiated. In the event of termination, each individual customer receiving power supply under the Aggregation Program will receive notification of termination of the Program sixty (60) days prior to such termination. Customers who are terminated from the Program shall receive power supply from the local distribution company unless they choose an alternative CRES.
20. Rights. All Program participants shall enjoy the protections of consumer law as they currently exist or as they may be amended from time to time. Under protocols developed by the PUCO, problems related to billing or service shall be directed to the appropriate parties: the distribution utility or the selected CRES.

Other Matters. A copy of this Plan shall be available at the City of Sharonville offices for public inspection and shall be made available to any customer upon request. The City shall be precluded from altering this Plan in any way that materially affects enrolled customers. If a change to the Plan is made, affected customers shall be provided notice of the change and shall be given an opportunity to opt-out of the aggregations.

Affidavit of Publication

State of Ohio }
 } }
 } } SS.
 } }
Hamilton County }

Personally appeared: Patricia Lancaster, of the Community Press and Recorder Newspapers, published weekly in said County and State, and of general circulation in said county, who being duly sworn, deposeth and saith that the advertisement of which the annexed is a true copy, has been published in said newspaper 1 time, once in each issue as follows: County and State, and of general circulation in said county, who being duly sworn, January 16 and 23, 2013.

- X Tri County Press
- X Cincinnati.com

Patricia Lancaster
AFFIANT

Sworn to before me this
25th day of January, 2013

Henry M. Ebermann
Notary Public of Ohio

NOTICE OF PUBLIC HEARINGS
TO DISCUSS THE CITY OF SHARONVILLE'S
ELECTRICAL AND GAS AGGREGATION PROGRAMS
The City of Sharonville has scheduled two Public Hearings to discuss and gain input on the Plans of Operation and Governance for both the Electric and Natural Gas Aggregation Programs since it was passed during the November 6, 2012 election. The first public hearing shall be held at the beginning of the City of Sharonville Council Meeting, 7:00 p.m., January 23, 2013 and the second shall be held at the beginning of the City of Sharonville Council meeting, 7:00 p.m., February 13, 2013. Both meetings will be located in the Council Chambers of the City of Sharonville at 18500 Planning Road, All City of Sharonville residents are urged to attend. For more information contact the City of Sharonville at 18500 Planning Road, Sharonville, Ohio 45245-1000. Contact: Maria Cross Fure, Clerk of Council, December 28, 2012 103-74302



Henry M. Ebermann
Notary Public, State of Ohio
My Commission Expires 05-18-2017

EXHIBIT A-4
AUTOMATIC AGGREGATION DISCLOSURE – “OPT-OUT FORM”



May 31, 2013

Re: Great news – City of Sharonville’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 **City of Sharonville** program was approved by voters in your community November 2012.

Your Electric Utility	Price	Term End Date	Opt Out Deadline	Early Termination Fee
Duke	5.02¢ per	June 2015	June 21, 2013	\$0

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,

City of Sharonville 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 – CITY OF SHARONVILLE RESIDENTIAL ELECTRIC GOVERNMENTAL AGGREGATION PROGRAM

Option 1: Do nothing and save.
If you want to participate in this program and save, you do not need to return this form. Your enrollment is automatic.

OR

Option 2: Opt out by returning this form. If you do not want to participate in this program and save, you must return this form before the due date.

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 June 21, 2013 to: City of Sharonville 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?

You'll know you are saving money as long as your fixed price with FirstEnergy Solutions is lower than your 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 fixed price offered 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 price you will receive each month does not change – it is a fixed price.

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, you may leave the aggregation program at any time without penalty by notifying FirstEnergy Solutions. If you leave the program, it may take one to two utility billing cycles before the switch appears on your utility bill. 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 Public Utilities Commission of Ohio and their current prices are available by calling 1-800-686-PUCO (1-800-6867826).

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

Yes, you can remain on budget billing.

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

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

Who is FirstEnergy Solutions?

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

What is the toll-free number for questions?

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

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

These Terms and Conditions together with the enrollment information (including the opt-out notification) 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. Please keep a copy of this Agreement for your records.

FES is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply electric generation services in Ohio. As a Competitive Retail Electric Service ("CRES") provider, FES will supply the electric generation to your 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 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 4928.141 of the Ohio Revised Code unless you choose an alternate supplier of electricity.

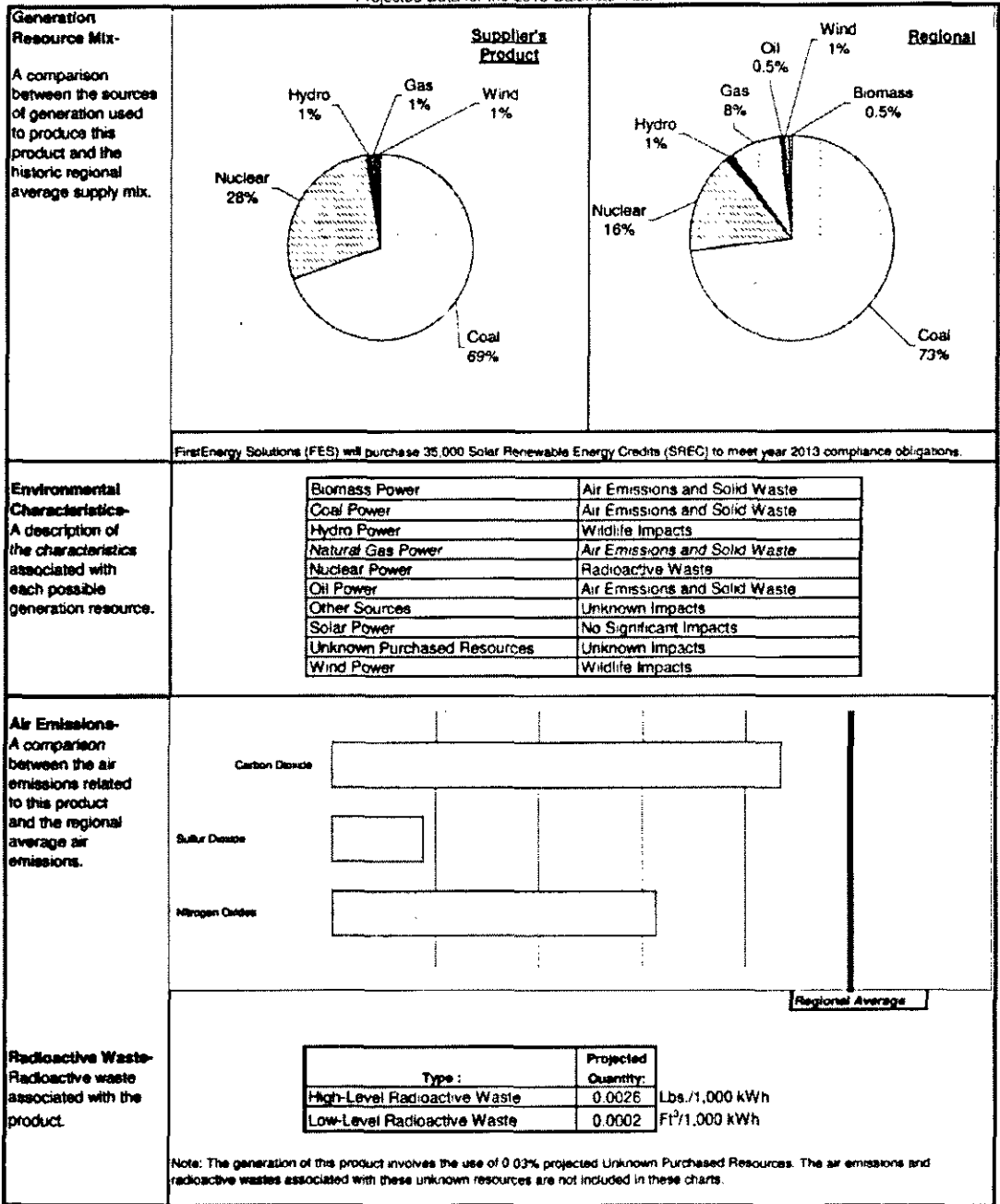
TERMS AND CONDITIONS OF SERVICE

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 100 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 Agreement, you agree to pay FES for a total combined bypassable transmission, generation, and transmission and generation related charges. You will be billed at the fixed price per KWh per billing month, as specified in the opt-out notification. 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. 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 the 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. In accordance with the Master Agreement between FES and the City of Sharonville, 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. 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. Further, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff.

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 at any time for any reason. If you leave the program, you must give Notice to FirstEnergy Solutions, and it may take one to two utility billing cycles before the switch appears on your utility bill. *Should you cancel service with FES and return to standard service offer 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. You are responsible for arranging for your electric supply upon termination of this Agreement.
9. **Dispute Procedures.** Contact FES with any questions concerning the terms of service by phone at 1-888-254-8359 (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. 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 replace 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 2013 Calendar Year



Renewable Energy Credits: FirstEnergy Solutions purchases Renewable Energy and Solar Renewable Energy Credits (REC and SREC) as a means of complying with the renewable energy resource benchmark under the State's alternative energy portfolio standard requirements. The requirement for 2013 is 2.0% renewable, including 0.09% 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.



May 31, 2013

Re: Great news – City of Sharonville’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. **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 **City of Sharonville** program was approved by voters in your community in November 2012.

Your Electric Utility	Price	Term End Date	Opt Out Deadline	Early Termination Fee
Duke Energy Ohio	5.07¢ per kWh	June 2015	June 21, 2013	\$0

As 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.

Once enrolled, your electric utility will send you a letter confirming your selection of FirstEnergy Solutions as your electric generation provider. As required by law, this letter will inform you of your option to cancel your contract with FirstEnergy Solutions within seven days of its postmark. To become a member of the community’s electric governmental aggregation program, you don’t need to take any action when this letter arrives.

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,

City of Sharonville 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 –CITY OF SHARONVILLE 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.
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By returning this signed form, you will not be part of your community's electric savings program.

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

Service address (City, state and zip): _____

Phone number: _____

Account holder's signature: _____ Date: _____

Mail by June 21, 2013 to: City of Sharonville Electric Governmental Aggregation Program, 341 White Pond Drive, Bldg. B-2, Akron, Ohio 44320

Electric Governmental Aggregation Program Frequently Asked Questions Business 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?

You'll know you are saving money as long as your fixed price with FirstEnergy Solutions is lower than your 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 fixed price offered 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 power fixed, or does it vary?

In this program, the price you will receive each month does not change – it is a fixed price.

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, you may leave the aggregation program at any time without penalty by notifying FirstEnergy Solutions. If you leave the program, it may take one to two utility billing cycles before the switch appears on your utility bill. 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 Public Utilities Commission of Ohio and their current prices are available by calling 1-800-686-PUCO (1-800-6867826).

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

Who is FirstEnergy Solutions?

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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.

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

These Terms and Conditions together with the enrollment information (including the opt-out notification) 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. Please keep a copy of this Agreement for your records.

FES is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply electric generation services in Ohio. As a Competitive Retail Electric Service ("CRES") provider, FES will supply the electric generation to your 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 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 4928.141 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 100 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 Agreement, you agree to pay FES for a total combined bypassable transmission, generation, and transmission and generation related charges. You will be billed at the fixed price per KWh per billing month, as specified in the opt-out notification. 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. 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. In accordance with the Master Agreement between FES and the City of Sharonville, 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. 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. Further, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff.
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 at any time for any reason. If you leave the program, you must give Notice to FirstEnergy Solutions, and it may take one to two utility billing cycles before the switch appears on your utility bill. *Should you cancel service with FES and return to standard service offer 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. You are responsible for arranging for your electric supply upon termination of this Agreement.
9. **Dispute Procedures.** Contact FES with any questions concerning the terms of service by phone at 1-888-254-8359 (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. 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.pickooc.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.

