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Public Utilities Commission

Original GAG Case Number	Version
12 - 1119 -EL-GAG	August 2004

RENEWAL APPLICATION FOR ELECTRIC GOVERNMENTAL AGGREGATORS

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

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

A. RENEWAL INFORMATION

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

Legal Name Muskingum County
Address 401 Main Street, Zanesville, OH 43701
PUCO Certificate # and Date Certified 12-510E; 04/29/2014
Telephone # (740) 455-7100 Web site address (if any) www.muskingumcounty.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

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician le Date Processed FEB 29 2016

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

A-5 **Contact person for regulatory or emergency matters**

Name Mark Frye
Title Consultant for Muskingum County
Business address 5577 Airport Highway, Suite 101, Toledo, OH 43615
Telephone # (419) 539-9180 Fax # (419) 539-9185
E-mail address mfrye@palmerenergy.com

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

Name Mark Frye
Title Consultant for Muskingum County
Business address 5577 Airport Highway, Suite 101, Toledo, OH 43615
Telephone # (419) 539-9180 Fax # (419) 539-9185
E-mail address mfrye@palmerenergy.com

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

Customer Service address 5577 Airport Highway, Suite 101, Toledo, OH 43615
Toll-free Telephone # (419) 539-9180 Fax # (419) 539-9185
E-mail address mfrye@palmerenergy.com

Jeff Hany **PRESIDENT**
Signature of Applicant & Title

Sworn and subscribed before me this 21 day of January, 2016 Year
Month

Caitlin Tacker
Signature of official administering oath

Caitlin Tacker, Deputy Clerk
Print Name and Title

My commission expires on 03.13.19



CAITLIN M. TACKER
Notary Public, State of Ohio
My Commission Expires
03/13/2019

AFFIDAVIT

State of Ohio :

County of Muskingum _____ ss.
(Town)

Jerry L. Lavy, Affiant, being duly sworn/affirmed according to law, deposes and says that:
He/She is the President (Office of Affiant) of Muskingum County Bd. of Commissioners (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.

John A. Lang **PRESIDENT**
Signature of Affiant & Title

Sworn and subscribed before me this 21 day of January, 2016
Month Year

Caitlin Tacker
Signature of official administering oath

Caitlin Tacker, Deputy Clerk
Print Name and Title

My commission expires on 03.03.19



CAITLIN M. TACKER
Notary Public, State of Ohio
My Commission Expires
03/13/2019

Muskingum County
Exhibit A-2
Authorizing Ordinance

Exhibit
A-2

• Susan Culbertson
Clerk



401 Main Street, Zanesville, Ohio 43701-3519

RES 12-0329

- Jerry L. Lavy
jlavy@muskingumcounty.org
- James W. Porter
jwporter@muskingumcounty.org
- Stephen D. Strauss
sdstrauss@muskingumcounty.org

The following action was taken by the Board of Muskingum County Commissioners at its meeting today, March 01, 2012:

RE: APPROVE AND AUTHORIZE JAMES W. PORTER TO SIGN ON BEHALF OF THE BOARD OF MUSKINGUM COUNTY COMMISSIONERS THE MASTER AGREEMENT TO PROVIDE SERVICES TO AN AGGREGATED GROUP BETWEEN BOARD OF COUNTY COMMISSIONERS, MUSKINGUM COUNTY, OHIO AND FIRSTENERGY SOLUTIONS, CORP.

It was moved by Commissioner Strauss, seconded by Commissioner Lavy, that this Board of County Commissioners, Muskingum County, Ohio adopts the following resolution:

BE IT RESOLVED, that this Board of County Commissioners of Muskingum County, Ohio does hereby approve and authorize James W. Porter to sign on behalf of the Board of Muskingum County Commissioners the Master Agreement to provide services to an aggregated group between Board of County Commissioners, Muskingum County, Ohio and FirstEnergy Solutions, Corp. for residents of Perry Township. The voter approval of an electric aggregations ballot question in the November 8, 2011 election was obtained by the citizens of Perry Township.

(see attached)

Roll call: Lavy, yea; Porter, yea; Strauss, yea.

Motion carried.

sc

cc: Bill Bradish, Palmer Energy

Copied on: 03-01-12

Copied by: RL

Adopted March 01, 2012:

Commissioners' Clerk or Deputy Clerk

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Muskingum County
Exhibit A-3
Operation and Governance
Plan

Exhibit
A-3

MUSKINGUM County

Electric Power Aggregation Plan of Operation and Governance

February 06, 2012

Muskingum County Electric Governmental Aggregation Plan of Operation and Governance

- I. **INTRODUCTION.** On November 8, 2011 a majority of voters in Perry Township in Muskingum County, Ohio approved a referendum that authorized the formation of an "opt-out" governmental aggregation in compliance with Section 4928.20 of the Ohio Revised Code regarding the governmental aggregation of electric service consumers.

These communities decided to utilize their aggregation authority jointly through Muskingum County Ohio as permitted under Section 4928.20 (A) of the Ohio Revised Code.

Muskingum County ("County" or "Muskingum County") 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.

- II. **PROCESS.** Under an opt-out aggregation program, all residential and small business customers in the authorized areas of Muskingum County are automatically included as participants in the Aggregation Program unless they opt-out of the program by providing written notice of their intention not to participate. As required by Ohio Law, the various communities jointly participating in the Muskingum County governmental aggregation passed a Resolution or Ordinance, which authorized submitting the selection of opt-out aggregation to the community's voters.

In addition to obtaining necessary voter approvals, Muskingum County is also required to comply with various PUCO regulations. As required by PUCO regulations the County will file an application with the PUCO for certification as a Government Aggregator after the County Approves this Aggregation Plan of Operations and Governance ("Plan" or "Aggregation Plan"). As required by regulations, the County advertised public hearing dates to discuss the Plan and held two hearings on the Plan.

The County anticipates selection of a Provider prior to or shortly after receiving approval from the PUCO as a governmental aggregator. Upon Provider selection an Opt-out notice for the County's Program will be sent to all eligible electric customers setting forth the rates, terms and conditions of the program. This notice will provide potential Aggregation participants at least 21 days to return an opt-out card or other similar notice.

- III. **CONTRACT.** The supply contract ("Contract") negotiated between the Governmental Aggregator and the selected Provider shall be for firm, full requirements power supply. Each Aggregation participant shall be individually bound by the terms and conditions found in the opt-out notice and the Contract and shall be solely responsible for payment and performance. The power supply charges for Aggregation participants shall be negotiated and included in the Contract. These charges shall take the form of either a fixed price or a price representing a percentage below the electric distribution utility's ("EDU") avoidable costs ("Avoidable") or

Price to compare ("PTC"). These charges will be fully and prominently disclosed in the consumer opt-out materials provided to potential Aggregation participants and available by calling the Provider's toll free customer service telephone number.

The County's Retail Electric Generation Provider shall meet each of the following requirements:

- Has sufficient power supplies arranged and structure in place to provide retail firm power to the Members.
- Has a Federal Power Marketer license with the Federal Energy Regulatory Commission.
- Is certified as a CRES by the PUCO.
- Registered as a generation supplier with the EDU prior to flowing power to Members.
- Has appropriate Transmission Service agreement(s) in place to serve the Members.
- Has or has arranged for an Electronic Data Interchange computer network that is capable of handling the County's Members requirements with the EDU.
- Has the ability to educate Members on the County's Aggregation Program.
- Has or has arranged for a call center capable of handling the County's Aggregation Group customer calls.
- Has a toll-free number as required by the PUCO for customer service inquiries and potential complaints related to the County Program.
- Will hold the County financially harmless from any financial obligations arising from supplying power to the Members.
- Satisfies the EDU's and County's credit requirements.
- Will assist the County and its consultant in filing reports required by the PUCO and Sections 4805.10(A), 4911.18(A) and 4928.06(F) of the Ohio Revised Code.

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

"Aggregation Program" or "Program" means the program developed by the County, as a Government Aggregator under Section 4928.20 Ohio Revised Code, to provide eligible residential and small business consumers with retail electric generation services.

"Government Aggregator" means Muskingum County using its legislative authority to act as an aggregator for the provision of a competitive retail electric service under the authority conferred under Section 4928.20 of the Ohio Revised Code.

"Member" or "Aggregation Participant" means a person or consumer enrolled in the Muskingum County Program for competitive retail electric services.

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

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

- V. **GOVERNMENTAL AGGREGATION SERVICES.** Government aggregation, the combining of multiple electric loads by a governmental entity, provides a means for residential consumers and small commercial consumers in the County to obtain economic benefits from Ohio's competitive retail electric market. The County Aggregation Program combines the electric loads of residential customers and small commercial consumers into a buying group ("Aggregation Group"). The County will act as Purchasing Agent for the Aggregation Group. This means that the County will be a Governmental Aggregator, as defined by Ohio law and the rules established by the PUCO, and shall act on behalf of eligible residential and small commercial consumers in the County to: 1) select a Retail Electric Generation Provider ("Provider") to supply the Aggregation Group; 2) negotiate the terms of supply between the Provider and each Aggregation participant; and 3) oversee the enrollment procedures administered by the Provider.
- A. **Provider:** The County will use its Provider to perform and manage aggregation services for its Members. The Provider shall provide adequate, accurate, and understandable pricing terms and conditions of service, including any switching fees and the conditions under which a Member may rescind a contract without penalty. The Provider must provide the County or its authorized consultant, if requested, an electronic file containing the Members usage, and charges. Upon request this information shall be sent to the County or its authorized consultant within 30 days. The Provider must have local and/or a toll free number for Members to call.
- B. **Database:** The Retail Electric Generation Provider will build and maintain a database of all Members. The database will include all necessary information for the provider and the County to serve the Aggregation. This information includes but is not limited to the name, address, account number or other EDU identifying number(s), and Retail Electric Generation Provider's account number of the Member, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage and demand, and meter read cycle. This database will be updated and provided to the County and/or its consultant at least quarterly. Accordingly, the Provider will implement a process to accommodate at Members that: 1) leave the program due to relocation, opting out, etc.; 2) decide to enter or opt-into the Program; 3) relocate within eligible areas within the County; and 4) move into the County and desire to enter or opt-in to the Program. This database shall also be capable of removing PIPP customers from the Program, should that be necessary, and those who have opted out. The Retail Electric Generation Provider will use this database to perform bill audits for clerical and mathematical accuracy of Member bills.
- C. **Member Education:** The Provider will develop, with the assistance of the County and its authorized consultant, an educational program that generally explains the Aggregation Program to Members, provides updates and disclosures mandated by Ohio law and PUCO rules, and implements a process to deal with allowing any person enrolled in the Aggregation Program the opportunity to opt out of the program at least every three years, without paying a switching fee to the County or the Provider.

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

- K. Opt-In Procedures. Eligible consumers may request to join the Aggregation Group after the expiration of any enrollment period by contacting the Provider. The Contract shall determine whether the Provider accepts them into the Program, and, if so, at what rate. The agreed upon policy in the Contract shall be consistent with the EDU's service activation requirements. Aggregation Group participants who move from one location to another within eligible areas of the County shall retain their participant status.
- L. Opt-out Outside Enrollment Period. Members who switch to a different generation supplier after the expiration of the Opt-out period will be allowed to do so in correlation with the consumer's next scheduled meter read date but may be charged a switching fee in an amount and method determined by the Contract. Switching to a different generation supplier on the next meter read date, however, will occur when the next meter read date is twelve (12) business days or more from the date of the consumer's notice of intent to opt-out of the Aggregation Group. Notification of intent to opt-out of the Aggregation Group may be made by contacting the Provider by telephone or in writing. Members who opt-out of the Aggregation Group will default to the EDU's Standard Service Offer, until the consumer selects an alternate generation supplier.
- M. Eligibility. Only non-mercantile consumers shall be eligible for the Program through the opt-out process. Other eligibility restrictions such as peak demand or use may be negotiated within the Contract.

VI. MISCELLANEOUS GOVERNANCE GUIDELINES

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

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

VIII. **INFORMATION AND COMPLAINT NUMBERS**

Potential participants can receive more information about the program or Copies of this Plan from the County free of charge by calling 740-455-7100.

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

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Muskingum County
Exhibit A-4
Automatic Aggregation
Disclosure – Opt-out Form

November 17, 2014

Re: Great news – Muskingum County'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 Muskingum County program was approved by voters in your community in November 2011.

Your Electric Utility	Price	Term End Date	Opt Out Deadline	Early Termination Fee
AEP Ohio	5.85¢ per kWh	March 2017	December 8, 2014	\$50

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,

Muskingum County Local Officials

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

OPT-OUT FORM – RESIDENTIAL ELECTRIC 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 December 8, 2014 to: Muskingum County Electric Governmental Aggregation Program, 341 White Pond Drive, Bldg. B-2, Akron, Ohio 44320

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Electric Governmental Aggregation Program Frequently Asked Questions Residential Program

What is aggregation?

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

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

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

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

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.

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.

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FirstEnergy Solutions Corp. – Terms and Conditions

These Terms and Conditions together with the enrollment information/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 ("Agreement"). Please keep a copy of this Agreement for your records.

FES is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply electric generation services in Ohio and is an affiliate of Ohio Edison, Toledo Edison, and Cleveland Electric Illuminating companies. 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 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 the 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 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

- Eligibility.** Only Residential Customer accounts not enrolled in the Percentage of Income Plan Program (PIPP) and small commercial customers with a peak demand below 199 KW are eligible for this offer from FES. FES reserves the right to refuse enrollment to any customer with an outstanding electric bill balance.
- Basic Service Prices.** During the term of this Agreement, you agree to pay FES a fixed price for combined electric Transmission, Generation and Generation Related Charges as specified in the enrollment notification. You will be billed at the fixed price per KWh per billing month, as specified in the opt-out notification. In addition to FES' charges, you will be charged by your EDU for distribution and various other charges.
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.
- 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.
- Billing.** You will receive a consolidated bill from your EDU for both your FES and EDU 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. FES reserves the right to convert you from consolidated billing to dual billing if such a conversion will facilitate more timely billing, collections, and/or payment. Further, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff.
- Penalties, Fees and Exceptions.** Your EDU may charge a switching fee to the customer. If you do not pay the full amount owed to FES by the due date of the bill, FES may charge a 1.5% per month late payment fee.
- 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 outside the CRES provider's service area or into an area where the CRES provider charges a different price, by providing FES with

a thirty (30) day written notice. If you terminate this Agreement for any other reason, except as expressly provided herein, you will be charged a termination fee of \$50 for each residential EDU account, \$50 for each commercial EDU account with usage up to 20,000 KWh annually and \$200 for each commercial EDU account with usage between 20,000 and 700,000KWh. Upon termination 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. Customer and FES both agree that the following will constitute force majeure events under this Agreement and that FES shall have the right to terminate or modify the Agreement without liability if: (1) the Customer is not allocated RPM priced capacity at any time during the term of the Agreement; (2) the Electric Security Plan (ESP), Market Rate Offer (MRO) and/or Competitive Bid Process (CBP), or other generation procurement process results in a PTC that is equal to or less than the comparable annualized generation and transmission rates and riders in effect as of the effective date of this Agreement or (3) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action.

- Customer Consent and Information Release Authorization.** By choosing not to opt-out of your community's 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 right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by FES following acceptance of your enrollment request by FES, the end of the 7 day rescission period and subsequent acceptance of the enrollment by your EDU.
- Contract Expiration.** At the end of its term, this Agreement will expire. At least every three years, you will be given the opportunity to opt-out of your community's program at no cost. You are responsible for arranging your electric supply upon the expiration of the Agreement.
- 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.
- 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 is prohibited from disclosing a customer's social security number and/or account number(s) without the customer's affirmative written consent except for the FES' collections and reporting, participating in programs funded by the universal service fund, pursuant to section 4928.54 of the Revised Code, or assigning a customer's contract to another CRES provider.
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 re-price 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 or meter type is changed and the account is no longer eligible for this program.
Customer authorizes, but does not obligate FES, to exercise Customer's government aggregation opt-out rights.
- 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.