

FILE

Ohio | Public Utilities Commission

60-1915-EL-GAG 19

| Original GAG Case Number | Version |
|--------------------------|-------------|
| 60-1915-EL-GAG | August 2004 |

RENEWAL APPLICATION FOR ELECTRIC GOVERNMENTAL AGGREGATORS

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

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

A. RENEWAL INFORMATION

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

Legal Name City of Toledo

Address 420 Madison Ave., Toledo, OH 43604-1219

PUCO Certificate # and Date Certified 00-026E; 11/21/2012

Telephone # (419) 245-1893 Web site address (if any) www.ci.toledo.oh.us

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

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

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

PUCO
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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 Leslie A. Kovacik
Title Counsel for City of Toledo
Business address 420 Madison Ave., Fourth Floor, Toledo, OH 43604
Telephone # (419) 245-1893 Fax # (419) 245-1853
E-mail address leslie.kovacik@toledo.oh.gov

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

Name Leslie A. Kovacik
Title Counsel for City of Toledo
Business address 420 Madison Ave., Fourth Floor, Toledo, OH 43604
Telephone # (419) 245-1893 Fax # (419) 245-1853
E-mail address leslie.kovacik@toledo.oh.gov

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

Customer Service address 5577 Airport Hwy Ste 101, Toledo, OH 43606
Toll-free Telephone # 419 539 9180 Fax # 419 539 9185
E-mail address M.Frye@palmerenergy.com

[Signature] Senior attorney
Signature of Applicant & Title

Sworn and subscribed before me this 20th day of July, 2014
Month Year

[Signature]
Signature of official administering oath

Andrea Stokes Program Mgr.
Print Name and Title

My commission expires on October 12, 2020



ANDREA R. STOKES
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 10-12-2020

AFFIDAVIT

State of Ohio :

____ ss.
(Town)

County of Lucas :

Leslie A. Guback, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/she is the Legal Counsel (Office of Affiant) of City of Toledo (Name of Applicant);

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

1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification renewal are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in the application.
2. The Applicant herein, attests it will timely file an annual report with the Public Utilities Commission of Ohio of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Division (A) of Section 4905.10, Division (A) of Section 4911.18, and Division (F) of Section 4928.06 of the Revised Code.
3. The Applicant herein, attests that it will timely pay any assessments made pursuant to Sections 4905.10, 4911.18, or Division F of Section 4928.06 of the Revised Code.
4. The Applicant herein, attests that it will comply with all Public Utilities Commission of Ohio rules or orders as adopted pursuant to Chapter 4928 of the Revised Code.
5. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the Applicant.
6. The Applicant herein, attests that it will fully comply with Section 4928.09 of the Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The Applicant herein, attests that it will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The Applicant herein, attests that it will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.
9. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.
10. If applicable to the service(s) the Applicant will provide, the Applicant herein, attests that it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio. (Only applicable if pertains to the services the Applicant is offering)

11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the renewal application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating customer complaints.
12. The Applicant herein, attests that if the opt-out is in draft form, the Applicant will docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service.

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

[Signature] Senior attorney
Signature of Affiant & Title

Sworn and subscribed before me this 20th day of July, 2016
Month Year

[Signature]
Signature of official administering oath

Andrea Stokes, Program Mgr.
Print Name and Title

My commission expires on October 12, 2020



ANDREA R. STOKES
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 10-12-2020

Exhibit A-2
Authorizing Ordinance

City of Toledo

Exhibit A-2

ORD. 594-00 Granting authority to the City of Toledo to establish a governmental electricity aggregation program with opt-out provisions pursuant to section 4928.20 of the Ohio Revised Code; directing the Lucas County Board of Elections to submit a ballot question to the electors of the city of Toledo; and declaring an emergency.

WHEREAS, the Ohio General Assembly enacted Senate Bill 3 which deregulates the delivery of electrical power to the ratepayers of Ohio commencing January 1, 2001; and

WHEREAS, the legislation permits a municipality to act as an aggregator of the retail electrical load within its borders and to purchase electrical power to supply that load on behalf of the municipality's ratepayers; and

WHEREAS, the aggregation of electrical load may enable Toledo to obtain the most favorable price for electric power that will benefit its citizens; and

WHEREAS, it is necessary to submit the question of whether the City of Toledo shall automatically aggregate and purchase electric power for the retail electric loads within the City to a vote of the electorate; and

WHEREAS, if the voters give authority to the City of Toledo to become an "opt-out" aggregator, Toledo City Council will adopt a plan of governance and commence an aggregate program should it be determined that such steps are in the best interest of the citizens of the City of Toledo; NOW, THEREFORE,

Be it ordained by the Council of the City of Toledo:

SECTION 1. That this Council declares its intention to act as an opt-out aggregator under the terms of Ohio Revised Code section 4928.20 under which the City will automatically enroll each person owning, occupying, controlling or using an electric load center within the city limits into the City's aggregation program and enter into service agreements to facilitate the sale and purchase of electric power for those loads.

SECTION 2. That the Lucas County Board of Elections is directed to submit to the electors of the City of Toledo at the next general election the question of whether or not the City of Toledo shall automatically aggregate and purchase electric power for the retail electric loads within the City pursuant to Ohio Revised Code section 4928.20.

SECTION 3. That if a majority of electors of the City of Toledo approve the measure giving the City authority to automatically aggregate and purchase electric power

for the retail electric loads within the City pursuant to Ohio Revised Code section 4928.20, then such automatic aggregation shall begin effective January 1, 2001.

SECTION 4. That notice of the adoption of this ordinance shall be given once by publishing the title of the ordinance and an abstract prepared and published in a newspaper of general circulation in the City.

SECTION 5. That the Clerk of Council is hereby directed to immediately certify a copy of this ordinance to the Lucas County Board of Elections.

SECTION 6. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including section 121.22 of the Ohio Revised Code.

SECTION 7. That this ordinance is declared to be an emergency measure and shall be in force and effect from and after its passage. The reason for the emergency lies in the fact that same is necessary for the immediate preservation of the public peace, health, safety and property and for the further reason of providing low cost, safe electrical power to the citizens of Toledo.

Vote on emergency clause: yeas 11, nays 0.

Passed: August 22, 2000, as an emergency measure: yeas 11, nays 0.

ATTEST:

MICHAEL J. BRAZLEY
Clerk of Council
Council

PETER UJVAGI

President of

Approved: August 23, 2000
CARLETON S. FINKBRINER
Mayor

Exhibit A-3

**Operation and Governance
Plan**

City of Toledo

Exhibit
A-3

August 25, 2008

CITY OF TOLEDO ELECTRIC AGGREGATION PROGRAM

PLAN OF OPERATION AND GOVERNANCE

For additional information contact:

Leslie Kovacik Ph: (419) 245-1893 * Fax (419) 245.1853
420 Madison Avenue, Suite 100, Toledo, Ohio 43604-1219
leslie.kovacik@toledo.oh.gov

Purpose

This aggregation plan has been developed in compliance with Ohio Revised Code section 4928.20 regarding governmental aggregation of electric service consumers.

Toledo's program will aggregate the retail electric loads of its residents to seek the best rates for the supply of generation power. The City's program may combine residential, commercial and industrial consumers into one or more buying pools. Participation in Toledo's Aggregation Program is voluntary. Any consumer has the opportunity to decline to participate and to stay with FirstEnergy.

Process

The process of governmental aggregation is set forth in Ohio Revised Code section 4928.20. Under these opt-out aggregation provisions, all eligible electric consumers within the City will be automatically included in a governmental aggregation program unless they opt out. All consumers are sent notifications advising them of the rates available under the City's program, as well as how to opt out should they choose not to participate. These consumers can opt out during the 21-day period and at any statutorily required opt-out by returning the opt-out notification.

Eligible customers are residents of the City of Toledo who are being served by FirstEnergy. Eligible customers exclude those on the Percentage of Income Program and others that may be defined as ineligible by the FUCO, as those ineligible customers are called out or excluded from the list of eligible customers generated and provided to the City by FirstEnergy. The City further reserves the right to exclude certain rate classes or groups, such as those that could clearly not save money under the program.

Toledo's Aggregation Program

The Departments of Public Utilities and Law will administer the City's Aggregation Programs. These Departments have expertise in the regulations and state law applicable to governmental aggregation, and considerable experience in contracting with marketers for energy services.

The aggregation program is designed to reduce the amount consumers pay for electric energy. Toledo will issue Requests for Proposal to Competitive Retail Electric Suppliers ("CRES") and negotiate a contract with the selected CRES to provide firm, all-requirements service to the members of the aggregation program.

Prior to the effective date of the program, notice will be sent to each potential participant disclosing the rates to be charged for electricity and other terms of the CRES supplier. Potential participants will be advised that they may opt out with no charge

during the 21-day period indicated in the notification. Those who opt out of the City's aggregation program during this initial notification period will remain with FirstEnergy.

Services

The Departments of Public Utilities and Law will provide the oversight, competitive procurement of services, regulatory approvals, accounting and fiscal management, contract maintenance, communications, program coordination and administrative support for the Toledo Aggregation Program using existing staff. If and when assistance is needed for specialized technical analysis, these Departments will retain the services of an experienced energy consultant.

The Northwest Ohio Aggregation Coalition

State law provides for the joining of municipalities for the purpose of consolidating efforts and expenses, and enlarging the size of a buying pool. To accomplish this, Toledo and its surrounding communities have formed the Northwest Ohio Aggregation Coalition ("NOAC"). NOAC is currently comprised of the following communities: Toledo, Maumee, Northwood, Oregon, Perrysburg, Sylvania, Holland, Lake and the unincorporated townships of Lucas County as represented by the Board of County Commissioners of Lucas County. NOAC represents approximately 470,000 residents. The coalition's representatives are municipality attorneys and/or elected officials.

NOAC's goal is not only to consolidate efforts and expenses, but also to act as a regional advocate at the PUCO for the ratepayers in Northwest Ohio. It is NOAC's ongoing objective to undertake all bidding and decision-making in a cooperative and unanimous fashion, while spreading out administrative costs among the participating members.

Funding

It is the City's goal to build all expenses for the program into the rate offered by the Supplier. Such expenses include the cost of printing and mailing notifications, and other administrative expenditures including consultant fees. The City's out of pocket expenses will be paid as necessary.

Notification

Potential participants will be sent an opt-out package containing the rates to be charged, contract terms and any other information required by the PUCO. Potential participants will have 21 days to opt out of the aggregation program without penalty. Additionally, an opt-out will be offered as often as statutorily required. Prominently stated on the

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opt-out notice will be a toll-free number where residents can call to ask questions about the program or the offered rate(s).

Transferring customers

Once the opt-out period has ended, the City's supplier will upload the participant list to FirstEnergy who may then send out a 7-day right of rescission letter to those not opting out of the program. This rescission letter provides one last chance to remain with the utility. After seven days, those participating customers who did not respond to the rescission letter are switched over to the City's supplier.

Customer opt-out

Potential participants may opt out of Toledo's Aggregation Program at no charge within the 21-day period following the mailing of the opt-out notice. Customers who return the opt-out notification will remain with FirstEnergy. Additionally, an opt-out will be offered as often as statutorily required.

Customer opt-in

Consumers who do not participate in the program may potentially be able to opt into the program at a later time. Specific details on the timing and the process for this opting in will be negotiated with the supplier and dependant upon applicable rules and regulations in Ohio.

Disputes

The procedure for handling complaints and disputes will be handled in accordance with PUCO regulations. The PUCO and Ohio Consumers' Counsel are the designated advocates for ratepayers and accompanying concerns about a certified supplier. The telephone numbers for these two agencies will be included in the program's opt-out materials.

Termination of the Aggregation Program

The aggregation program may be terminated upon the natural expiration of the power supply contract without any extension, renewal or subsequent supply contract being negotiated. The program may also be terminated prior to the scheduled expiration for regulatory events or supplier default. Events such as these will cause participants to be returned to FirstEnergy. Depending on the circumstances, the statutory rules in effect and program terms and conditions, various market or standard service rates may apply to those returning customers. These variables will be explained in the opt-out notification.

Supplier Requirements

The City shall issue Requests for Proposal to CRES suppliers that will contain all specific program requirements. All generation supply and delivery obligations shall be conducted in accordance with applicable PUCO regulations.

Billing

FirstEnergy will continue to bill customers on behalf of itself and City's supplier, using an itemized format approved by the PUCO.

Exhibit A-4

Automatic Aggregation Disclosure – Opt-out Form

City of Toledo

14



December 21, 2015

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

Dear Resident,

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

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

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

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

| Your Electric Utility | Price | Term End Date | Opt Out Deadline | Early Termination Fee |
|--|-------------------------|---------------|------------------|-----------------------|
| Ohio Edison or Toledo Edison | 6% off Price To Compare | May 2017 | January 11, 2016 | \$25 |
| How to estimate what your savings will be through this program Locate your Price to Compare on your electric bill. Divide your Price to Compare by 100, then multiply by 0.06 (6%) to determine your savings per kWh. Multiply that number by your total monthly usage. The final number is how much you can expect to save each month you use the same amount of electricity. | | | | |

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

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

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

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

Sincerely,

Northwest Ohio Aggregation Coalition

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

OPT-OUT FORM – RESIDENTIAL ELECTRIC GOVERNMENTAL AGGREGATION PROGRAM

| | | |
|--|-----------|--|
| Option 1: Do nothing and save. 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 January 11, 2016 to: NOAC Electric Governmental Aggregation Program, 341 White Pond Drive, Bldg. B-3, Akron, Ohio 44320

15

Electric Governmental Aggregation Program Frequently Asked Questions Residential Program

What is aggregation?

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

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

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

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

The price you pay for electric generation supply is guaranteed to be lower because you'll always receive the percent discount for your electric generation.

What do I need to do if I want to be included in this governmental aggregation?

You do not need to do anything to receive the discounted generation pricing under this program. You may choose to remain in the aggregation group and begin receiving your discount by simply not returning the opt-out form.

If I join my community's governmental aggregation program, who will deliver my power, read my meter and respond to emergencies, such as power outages?

Your electric utility will be responsible for the delivery of power to your home or business. Since your electric utility still owns the wires and poles that deliver power to you, it will continue to read your meter and restore power after an outage.

Is your price for residential power fixed, or does it vary?

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

If I am already a member of this program, why am I receiving this letter?

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

What does "opt out" mean?

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

What happens if I do not send in the opt-out form?

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

Can I opt out over the phone?

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

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

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

What are my energy supply choices if I decide to opt out?

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

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

Yes, you can remain on budget billing.

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

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

Who is FirstEnergy Solutions?

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

What is the toll-free number for questions?

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

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

I receive a credit from my electric utility for my electric water heating. Will I miss out on this credit if I join this program?

Because FirstEnergy Solutions is offering a discount off the Price to Compare, you are not missing out on any of the savings that utility credits provide.

If I leave this program at a later date, will I be able to keep the credits I get from my utility for having all-electric space heating, electric water heating and/or load management equipment?

Yes. This discount is in addition to the generation credit reflected in your Price to Compare. So if you cancel your contract with FirstEnergy Solutions, you will continue to receive the credits from your utility for having all-electric space heating, electric water heating and/or load management equipment as long as those credits are being offered.

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

These Terms and Conditions apply to you because you are enrolling for electric generation service with FirstEnergy Solutions Corp. ("FES") through either (a) affirmative consent or (b) not opting out of your community aggregation program. If you enroll by affirmative consent, these Terms and Conditions and the enrollment information on the website are your agreement ("Agreement"). If you choose to remain in the community aggregation program by not "opting-out" or exercising the right of rescission these Terms and Conditions and your opt-out notification are your Agreement. Please keep a copy of this Agreement for your records.

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

DEFINITIONS:

Generation Service - The production of electricity.

Transmission Service - Moving high voltage electricity from a generation facility to the distribution lines of an Electric Distribution Utility ("EDU").

Distribution Service - Physical delivery of electricity to customers by EDU.

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

TERMS AND CONDITIONS OF SERVICE

1. **Eligibility.** Only Residential Customer accounts not enrolled in the Percentage of Income Plan Program (PIPP) and small commercial customers with a peak demand below 399 KW are eligible for this offer from FES. FES reserves the right to refuse enrollment to any customer with an outstanding electric bill balance.
2. **Basic Service Prices.** During the term of this Contract, you agree to pay FES for a total combined Transmission, Generation, and Generation Related Charges. You will be billed at 6% off your EDU Price to Compare per kilowatt-hour per billing month. Your Price to Compare consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to FES.
Your price per KWh will vary because it will always be a percent off the Price to Compare, which may change based on any changes made by the EDU in its calculations. In addition to FES' charges, you will be charged by your EDU for distribution and

various other charges. FES reserves the right to unilaterally modify this billing format in the event the EDU is unable or unwilling to provide consolidated billing in this format or changes the calculation of the Price to Compare.

In addition to the charges described above, if any regional transmission organization or similar entity, EDU, governmental entity or agency, NERC and other industry reliability organization, or court requires a change to the terms of the Agreement, or imposes upon Supplier new or additional charges or requirements, or a change in the method or procedure for determining charges or requirements, relating to your electric supply under this Agreement (any of the foregoing, a "Pass-Through Event"), which are not otherwise reimbursed to FES, Customer agrees that Supplier may pass through the additional cost to Supplier of such Pass-Through Event, which may be variable, to Customer. Changes may include, without limitation, transmission or capacity requirements, new or modified charges or shopping credits, and other changes to retail electric customer access programs.

3. **Length of Agreement.** As a part of your community's program, your service from FES will commence with the next available meter reading and after processing of the enrollment by your EDU, and will continue through May 2017, ending on the meter read for the last month of service. The program may be terminated or modified due to unforeseen regulatory action. Customer and FES agree that any such regulatory action is a force majeure event. Should the program be terminated, you will be returned to the standard service offer or its successor.
4. **Billing.** You will continue to receive a single bill from your EDU that will contain both your EDU and FES charges. FES does not offer budget billing. If you do not pay your bill by the due date, FES may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay FES for any electricity used before this Agreement is cancelled, as well as any late payment charges.
5. **Penalties, Fees and Exceptions.** If you do not pay the full amount owed FES by the due date of the bill, FES may charge a 1.5% per month late payment fee.
6. **Cancellation/Termination Provisions.** If this Agreement is not rescinded during the rescission period, enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, if you move out of the EDU service territory or into an area where FES will charge a different price. *There will be a \$25.00 charge for each residential EDU account and a \$50.00 charge for each commercial EDU account if you terminate this Agreement for any other reason, except as expressly provided herein. Should you cancel service with FES and return to standard offer service with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.*
7. **Customer Consent and Information Release Authorization.** By choosing not to opt-out of your community's aggregation program or to affirmatively join it, you understand and agree to the terms and conditions of this Agreement with FES. You authorize FES to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. FES reserves the sole right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be

considered executed by FES following acceptance of your enrollment request by FES, the end of the 7 day rescission period and subsequent acceptance of the enrollment by your EDU.

8. **Contract Expiration.** At least every three years, you will be given the opportunity to opt-out of your community's aggregation program at no cost. You are responsible for arranging for your electric supply upon termination of this Contract.
9. **Dispute Procedures.** Contact FES with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 8AM - 5PM EST or in writing at 341 White Pond Drive, Attn: Contract Administration, Akron, OH 44320. Our web address is www.firstenergysolutions.com. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 am to 5:00 pm weekdays or at www.PUCO.ohio.gov. Residential customers may also call the Ohio Consumers' Counsel (OCC) at 1-877-742-5622 (toll free) from 8:00 am to 5:00 pm weekdays or at www.pickocc.org.
10. **Miscellaneous.** You have the right to request from FES, twice within a 12 month period, up to 24 months of payment history, without charge.

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

FES' environmental disclosure statement is available for viewing on our website - www.fes.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.