

FILE

**Ohio****Public Utilities  
Commission**

25

Original GAG Case Number	Version
04-38-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 Board of Trustees of Lake Township

Address 110 W. Second Street, Perrysburg, OH 43551

PUCO Certificate # and Date Certified 04-113E; March 15, 2016

Telephone # (419) 838-6535 Web site address (if any) www.laketwp.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

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 Phil Dombey  
Title Law Director  
Business address 110 W. Second Street, Perrysburg, OH 43551  
Telephone # (419) 838-6535 Fax # (419) 838-6732  
E-mail address pdombey@perrysburgattorney.com

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

Name Phil Dombey  
Title Law Director  
Business address 110 W. Second Street, Perrysburg, OH 43551  
Telephone # (419) 838-6535 Fax # (419) 838-6732  
E-mail address pdombey@perrysburgattorney.com

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

Customer Service address 110 W. Second Street, Perrysburg, OH 43551  
Toll-free Telephone # (419) 838-6535 Fax # (419) 838-6732  
E-mail address pdombey@perrysburgattorney.com

Phil Dombey, Law Director  
Signature of Applicant & Title

Sworn and subscribed before me this 20th day of December, 2017  
Month Year

Pamela Lynn Simenski  
Signature of official administering oath



Pamela Lynn Simenski, Notary Public  
PAMELA LYNN SIMENSKI  
Notary Public, State of Ohio  
My Commission Expires 6/10/2022

My commission expires on \_\_\_\_\_

# **AFFIDAVIT**

State of Ohio :

\_\_\_\_\_  
(Town) ss.

County of Wood :

Phil Donbey, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the Law Director (Office of Affiant) of Wake Township (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.

Pamela Lynn Simenski, Com Director  
Signature of Affiant & Title

Sworn and subscribed before me this 20th day of December, 2017  
Month Year

Pamela Lynn Simenski  
Signature of official administering oath



Pamela Lynn Simenski, Notary Public  
PAMELA LYNN SIMENSKI  
Notary Public, State of Ohio  
My Commission Expires 6/10/2022

My commission expires on \_\_\_\_\_

# **LAKE TOWNSHIP**

## **Exhibit A-2**

### **Authorizing Ordinance**

RESOLUTION #111-03

Mr. Welling moved to adopt Resolution #111-03.

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

Whereas: such legislative authorities may exercise such authority jointly with any other legislative authorities; and

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

Whereas: this Board of Trustees 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 Lake Township and in conjunction jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law; so

Now, Therefore, Be It Resolved, by the Board of Trustees of Lake Township, Wood County, Ohio That:

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

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Section 2. The Board of Elections of Wood County is hereby requested to submit the following question to the electors of Unincorporated areas of Lake Township at the general election on November 4, 2003, pursuant to the following drafted language or substantially similar thereto:

**Shall Lake Township have the authority to aggregate the retail electric loads located in the unincorporated areas of Lake Township, 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.**

The Lake Township Clerk of this Board of Trustees is instructed immediately to file a certified copy of this Resolution and the proposed form of the ballot question with the Wood County Board of Elections not less than seventy-five (75) days prior to November 4, 2003. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Resolution and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4928.20 Ohio Revised Code.

Section 3. Upon the approval of a majority of the electors voting at the November 4, 2003 election provided for in Section 2 of this Resolution, this Board of Trustees individually or jointly with any other political subdivision, shall develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Board of Trustees shall hold at least two (2) public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Township. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Board of Trustees shall aggregate the electrical load of any electric load center within the Township unless it in advance clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt-out of the program every two years, without paying a switching fee. Any such person that opts-out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided under division (a) of Section 4928.14 or division (d) of Section 4928.35, Ohio Revised Code until the person chooses an alternative supplier.

Section 4. It is hereby found and determined that all formal actions of this Board of Trustees concerning and relating to the passage of this Resolution were adopted in an open meeting of this Board of Trustees and that all deliberations of this Board of Trustees that resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements.

Section 5. This Resolution shall be in full force and effect immediately from and immediately upon its adoption.

Seconded by Ms. Bowen-Horton.

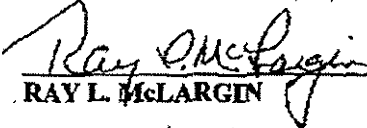
Call for discussion: Tom Hays, Township attorney, said this is what the trustees can do under State Law.

Mr. Welling asked if there will be a fee if the township joins a joint program.

Tom said he would check. He said the township could join a joint program but they don't have to join.

Roll Call: Sims - Yes, Welling - Yes, Bowen-Horton - Yes.

I, RAY L. McLARGIN, CLERK OF LAKE TOWNSHIP, WOOD COUNTY, OHIO CERTIFY THE FOREGOING RESOLUTION #111-03 AS TAKEN AND COPIED FROM THE RECORD OF PROCEEDINGS OF THE LAKE TOWNSHIP, WOOD COUNTY, OHIO REGULAR MEETING OF JULY 15, 2003 AND THIS HAS BEEN COMPARED BY ME WITH THE RESOLUTIONS ON RECORD AND IS A TRUE COPY.

  
RAY L. McLARGIN CLERK  
1-6-04



# **LAKE TOWNSHIP**

## **Exhibit A-3**

### **Operation and Governance Plan**

Exhibit A-3

*Lake E-182*

# **LAKE TOWNSHIP**

## **PLAN OF OPERATION AND GOVERNANCE FOR ELECTRIC AGGREGATION**

ADOPTED BY  
LAKE TOWNSHIP BOARD OF TRUSTEES  
Date: December 29, 2003

## **OVERVIEW**

At the November 4, 2003 general election, local residents authorized the Lake Township Board of Trustees ("Board") to create an opt-out Electric Aggregation Program ("Aggregation Program") for the unincorporated areas of Lake Township, Wood County, Ohio ("Township") in compliance with Section 4928.20 of the Ohio Revised Code. Under the opt-out Electric Aggregation Program, all eligible electric consumers within the unincorporated areas of the Township will be automatically included in the Aggregation Program initially. However, all consumers will also be given the opportunity to opt-out or decline participation in the Aggregation Program as set out below in more detail.

The Township's purpose in creating the Aggregation Program is to represent local consumer interests in emerging competitive electric markets by aggregating electric loads within the unincorporated areas of the Township (including township facilities) and negotiating more affordable electric supplies and other related services on behalf of local consumers. The Township may pursue this purpose individually or in cooperation with other governmental entities.

Many small commercial and residential electric consumers lack the leverage to effectively negotiate electric supply rates and services. A governmental aggregation program provides them with an option for professional representation and the bargaining power of a larger, more diverse consumer group that may be more attractive to suppliers, allowing them to effectively participate in the competitive process and achieve benefits.

### **1. Description of Services**

The Township will not buy and resell electricity, but will represent collective consumer interests to set terms and conditions for service. Through a competitive selection process, the Township will develop and negotiate a contract with a Retail Electric Generation Provider ("Provider") or Providers. The contract will contain mutually agreeable price terms for electric supplies and other related services. The Township may pursue this purpose individually or in cooperation with other governmental entities. It is contemplated that the Township may join with the Northwest Ohio Aggregation Coalition (NOAC) who uses a professional energy consultant to develop and administer its program. In order to identify the electrical supplier, the Township may bid, seek requests for proposal, or take other competitive measures suited to current market conditions. The Township may also seek to be added to existing and proposed NOAC contracts. The Township also reserves the right to enter into contracts on its own or with other governmental entities other than NOAC. Once the contract has been finalized, it will be submitted to the Lake Township Board of Trustees for approval.

The Aggregation Program covers only the competitive retail electric services (electric generation service, aggregation service, power marketing, and power brokering) of a participant's electric bill. Toledo Edison, a First Energy Company ("TE") will continue to deliver electricity to Aggregation Program participants' homes and businesses through its electric distribution system as a monopoly function regulated by the Public Utilities Commission of Ohio ("PUCO"). TE will also continue to install, operate and maintain its system of transmission lines, rights of way, meters and other

electric distribution components. Aggregation Program participants should continue to call TE if their electric service is interrupted or if they have billing questions. The PUCO will continue to oversee TE electric safety and reliability service standards.

Oversight and development of the Aggregation Program will be the responsibility of the Administrative Service Director with the advice of the Township Solicitor. The Administrative Service Director shall report to the Township Board of Trustees, keep the Board of Trustees fully advised, and submit for its approval all contracts and plans for approval.

Due to the complexity of the electric utility industry and the uncertainties of its associated restructuring activities, it is contemplated that the Township may join NOAC who uses a professional energy consultant. The Township may reach an agreement with NOAC, its consultant, or with other governmental entities or consultants to provide the necessary expertise to represent the Township's interest in legislative and regulatory matters and/or to serve as the Aggregation Program Manager. Such services may include, but are not limited to, facilitating consumer enrollment and opt-out, assisting with consumer education, addressing consumer questions and concerns, providing reports on program operation, enrollment and savings, negotiating future Provider contracts, and representing the Township in dealings with Providers, TE, the Ohio Legislature, the PUCO and the Ohio Consumer's Counsel ("OCC").

The Provider will provide a local or toll free telephone number for participant questions and concerns about enrollment, opt-out provisions, billing and other Aggregation Program issues.

The Provider will develop internal controls and processes to help ensure that the Township remains in good standing as a governmental aggregator that complies with all laws, rules and regulations regarding the same as they may be periodically amended.

All Aggregation Program participants shall enjoy the protections of law afforded to consumers as they currently exist or as they may be amended from time to time. These include rights to question billings or service quality or service practices. All program participants shall also enjoy the individual right to decline participation in the Aggregation Program subject to the terms and conditions contained herein.

All Aggregation Program participants will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the Provider, be provided all required notices and information; and always retain the right to opt-out of the Aggregation Program or switch suppliers subject to the terms and conditions contained herein.

All consumers within the Township's unincorporated areas shall be eligible to participate in the Aggregation Program subject to the terms and conditions described herein, Ohio law, PUCO rules and regulations governing electrical service, and TE approved tariffs.

Service under the Aggregation Program shall include all eligible customer classes in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. The Township will seek to include in Provider contracts provisions to maintain these principles and equitable treatment of all customer classes.

Low-income consumers shall remain subject to all provisions of Ohio law and PUCO rules and regulations as they may be amended from time to time regarding their rights to return to TE General Service and participation in the Aggregation Program.

The Township developed this Plan of Operation and Governance in compliance with Ohio law regarding opt-out aggregation of electric consumers, including two public hearings prior to its adoption.

The Lake Township Board of Trustees shall approve through resolution the Aggregation Program's Plan of Operation and Governance in accordance with Ohio Revised Code Section 4928.20. Amendments to the Plan of Operation and Governance may be subject to Lake Township Board of Trustees approval and filing with the PUCO.

After adoption of the Plan of Operation and Governance, the Township will file with the PUCO for governmental aggregator certification and also register as a governmental aggregator with TE.

Aggregation Program participants are subject to the same standards and responsibilities as other electric consumers, including payment of billings and access to metering and other equipment necessary to carry out utility operations.

The Aggregation Program may be discontinued upon the termination or expiration of the Provider contract without any extension, renewal or subsequent contract being executed. In the event of Aggregation Program termination, each participant will receive notification at least sixty (60) days prior to such program termination and could return to TE General Service Rate.

## **2. Determination of Rates**

The Township will not buy and resell electricity to Aggregation Program participants. The Township will aggregate electric loads within the Township's unincorporated areas including township facilities. Through a competitive selection process, the Township will develop and negotiate a contract with a retail electric generation Provider or Providers. The contract will contain mutually agreeable price terms for electric supplies and other related services. The Township may pursue this purpose individually or in cooperation with other government entities. It is contemplated that the Township may join with the Northwest Ohio Aggregation Coalition (NOAC) who uses a professional energy consultant to develop and administer its program. The Township may seek to be added to existing and proposed NOAC contracts for electric and related services, but also reserves the right to enter into contracts on its own or with other governmental entities. Once the contract has been finalized, it will be submitted to the Lake Township Board of Trustees for approval. Contracts will be monitored by the Township on behalf of consumers.

The Provider will supply information on electric supply charges by TE customer rate classification or other appropriate pricing category as approved by the Township. All electric supply charges will be fully and prominently disclosed in consumer enrollment materials and will be subject to approval by the Lake Township Board of Trustees.

The Township will contract only with a Provider or Providers that meet at a minimum the following criteria:

- Has sufficient sources of power to provide retail firm power to the residents and businesses of the unincorporated areas of Lake Township.
- Is a licensed Federal Power Marketer with the Federal Energy Regulatory Commission.
- Is certified as a CRES by the PUCO.
- Has a Service Agreement for Network Integration Transmission Service under First Energy's Open Access Transmission Tariff.
- Its Electronic Data Interchange computer network is fully functional and capable of handling the TE retail electric customers in the unincorporated areas of Lake Township.
- Has a toll-free number as required by the PUCO for customer service and complaints related to Lake Township's Electric Aggregation Program.
- Will hold Lake Township financially harmless from any financial obligations arising from supplying power to the FES retail electric customers in the unincorporated areas of Lake Township.
- Demonstrates sufficient credit worthiness.

The Provider's contract will run for a fixed term (i.e., one to five years) and contain all pricing, charges, switching fees, etc. in clear and understandable terms.

It is the Township's goal that The Provider's rates will include an administrative fee, which shall (if implemented) be collected on behalf of the Township to fund the implementation and administration of the Township's Aggregation Program. The administrative fee will be adjusted annually to cover the Township's cost of administering the program.

TE assigns customer rate classifications, character of service and associated regulated rates subject to PUCO approved tariffs. In addition to the Provider's electric service charges, consumers will continue to be billed for TE service and delivery charges.

### 3. Plan for Providing Opt-out Notice

Initially, each eligible consumer within the Township's unincorporated areas will be automatically included in the Aggregation Program. However, prior to actual enrollment each consumer will receive a notice from the Township detailing the Aggregation Program's rates, terms and conditions.

Each consumer will then have a 21-day period to opt-out of or decline to participate in the Aggregation Program without charge. Consumers opting out of the program will remain on Toledo Edison, a First Energy Company's (TE) established tariff rates. A similar opt-out period will be offered every two years during which time consumers can leave the Aggregation Program without paying a switching fee.

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#### 4. Process for Determining the Pool of Customers

After contract approval by the Lake Township Board of Trustees, the Provider will work with the Township and TE to identify all eligible consumers within the Township's unincorporated areas.

All eligible consumers will be notified of the rates, charges and other terms and conditions of participation in the Aggregation Program and that they will be automatically enrolled in the Aggregation Program unless they "opt-out" or decline participation in the program. Consumers will be given a 21-day period in which to notify the Township that they wish to opt-out or decline participation in the Aggregation Program.

After the initial 21-day opt-out period has elapsed, all eligible consumers who have not notified the Township of their desire to opt out of the Aggregation Program will be enrolled by the Provider at the earliest date practicable.

Consumers enrolled in the Aggregation Program by the Provider will receive a letter from TE notifying them of their enrollment. Consumers will have a rescission period of seven (7) calendar days to notify TE of any objection to their enrollment in the Aggregation Program. TE will notify the Provider of consumer objections or any reason that a consumer was not enrolled in the Aggregation Program.

Customers who meet the following criteria will become Members of the Aggregation Program:

- Are up to date with their bill payments;
- Have not opted out of the program;
- Currently have service with TE;
- Have not exercised their right of rescission, or;
- Are not on the Percentage of Income Payment Plan (PIPP)
- Are not otherwise excluded by terms of the Provider agreement.

The Provider will build and maintain a database of all Aggregation Program participants. The database will include the name, address and TE account number and may include other pertinent information as agreed upon by the Township and the Provider. Such information may include the Provider's account number (if different from TE account number), rate code, rider code (if applicable), most recent 12 months of electric consumption, and meter reading cycle. The Aggregation Program database will be updated at least quarterly. The Township will have the right to access information in the database for purposes of auditing.

The Provider will report to the Township the status of the Aggregation Program enrollment on at least a monthly basis unless otherwise agreed.

Participants who wish to leave the Aggregation Program may do so:

- During the initial 21-day opt-out period;
- During the seven day rescission period;
- During subsequent opt-out period offered by the Township at least every two years;
- At any other time; however an early termination fee may be assessed.

In addition to the initial 21-day opt-out period described above, each participant will be given an opportunity to opt-out of the Aggregation Program every two years without paying a switching fee. Consumers who choose to opt out of the Aggregation Program at any time other than during the initial 21-day opt-out period or during subsequent opt-out periods offered by the Township may be subject to a switching fee.

Any consumer who opts out of the Aggregation Program will be returned to TE established tariff rates.

5. **Customer Billing Procedures**

The Township plans to utilize TE consolidated billing service in which each consumer account receives one bill itemizing the Provider's electric supply charges and TE delivery, transition and other PUCO-approved charges. The billing statement will be consistent with applicable PUCO rules and regulations. The Township will consider other billing options, including Provider consolidated billing, if and when they become available and if it appears advantageous to do so.

6. **Credit and Deposit Policies**

Collection, credit and deposit procedures remain the responsibility of the Local Utility, the selected Provider and the individual member. Members are required to remit and comply with the payment terms of the local utility. This program will not be responsible for late or no payment on the part of any of its members. The Township will have no separate credit or deposit policy.

7. **Governmental Aggregator's Customer Service Procedures and Dispute Resolution**

The Aggregation Program only impacts the source of competitive electric retail supply. TE will continue to deliver the electricity purchased through the Aggregation Program to participants' homes and businesses through its electric distribution system. Participants with question or concerns regarding service delivery or safety, such as a electric outage should continue to contact TE. Meter reading or other billing questions should also be directed to TE. Questions regarding Aggregation Program enrollment or opting out should be directed to the Provider. General questions and concerns should be directed to the office of the Administrative Service Director, Lake Township. Disputes unresolved by the aforementioned parties, should be directed to either the Ohio Consumer's Counsel or the Public Utilities Commission of Ohio. The following table gives toll-free telephone numbers for use by consumers:



QUESTIONS OR CONCERNS	CONTACT	TELEPHONE NUMBER
Electric outage or interruption	Toledo Edison	800-544-4877 (automated outage reporting line) 800-477-3333 (emergencies)
Turn electricity on or off	Toledo Edison	800-477-3333
Meter reading/billing	Toledo Edison	800-477-3333
To enroll in or opt-out of Aggregation Program	Provider	800*****
Aggregation Program Questions or Concerns	Lake Township Administrative Services	419-838-6536
Unresolved Disputes (Residential Customers)	Ohio Consumer's Counsel	877-742-5622 occ@occ.state.oh.us
Unresolved Disputes (All Customers)	Public Utilities Commission of Ohio	800-686-7826 (voice) 800-686-1570 (TDD)

**8. Members Moving Into/Within the Aggregation (New Account Number)**

Consumers who move into the Township after the initial opt-out period will not be automatically included in the Program, but will be afforded an opportunity to enroll. However, the Township cannot guarantee that the rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period will match those of the initial enrollees.

The same rule will apply to participants who move within the Township after the initial opt-out period, if they are given a new account number by TE. That is, they will not be automatically included in the Program, but will be given an opportunity to re-enroll under a new set of rates, terms and conditions.

**9. Members Moving Within the Aggregation (Same Account Number)**

Participants who relocate within the Township limits and retain the same TE account number, will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, subject to any switching fees imposed by TE.

10. Joining the Program at a Later Date (Opting-In)

Residents of the Township who initially choose to opt-out of the Program, for whatever reason, and wish to enroll at a later date, will be treated the same as a new resident. That is, they will not automatically become part of the existing program, but will be given an opportunity to enroll. However, the Township cannot guarantee that rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period will match those of the initial enrollees.

11. Liability

Lake Township shall not be liable to participants in the Aggregation Program for any claims, however styled, arising out of the Aggregation Program or the provision of Aggregation services by Lake Township or the Provider. Participants in the Aggregation Program shall assert any such claims solely against the Provider pursuant to the Power Supply Agreement, under which such participants are express third-party beneficiaries.

12. Copies of Plan

Copies of this Plan are available from Lake Township free of charge. Call Lake Township at (419) 838-6536 for a copy or for more information.

13. Consumer Right to Contact PUCO

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

DEFINITIONS

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

"Aggregation Program" means the program developed by Lake Township, as a Government Aggregator under Section 4928.20 Ohio Revised Code, to provide FES customers in the unincorporated areas of Lake Township with retail electric generation services.

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

"*Member*" means a person enrolled in the Lake Township Government Aggregation Group for competitive retail electric services.

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

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

# **LAKE TOWNSHIP**

## **Exhibit A-4**

### **Automatic Aggregation Disclosure – Opt-out Form**



October 6, 2017

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

Dear Resident,

Your community's aggregation program, approved by voters, 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. To further increase your community's buying power it decided to join with many other area communities as part of the Northwest Ohio Aggregation Coalition or NOAC.

FirstEnergy Solutions, a subsidiary of FirstEnergy Corp., has been selected by NOAC 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 Lake program was approved by voters in your community in November 2003.

Your Electric Utility	Variable Price	Term End Date	Opt Out Deadline	Early Termination Fee
Toledo Edison	5.31¢/kwh through January 2018 5.33¢/kwh through May 2020	May 2020	October 27, 2017	\$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. You are free to leave the program at any time without an early termination fee.

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

<b>Option 1: Do nothing and save.</b> If you want to participate in this program and save, you do not need to return this form. Your enrollment is automatic.	<b>OR</b>	<b>Option 2: Opt out by returning this form.</b> 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 Opt-Out by October 27, 2017 to: NOAC Electric Governmental Aggregation Program, 341 White Pond Drive, Bldg. B3, Akron, Ohio 44320

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October 6, 2017

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

Dear Business,

Your community's aggregation program, approved by voters, 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. To further increase your community's buying power it decided to join with many other area communities as part of the Northwest Ohio Aggregation Coalition or NOAC.

FirstEnergy Solutions, a subsidiary of FirstEnergy Corp., has been selected by NOAC 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 Lake program was approved by voters in your community in November 2003.

Your Electric Utility	Variable Price	Term End Date	Opt Out Deadline	Early Termination Fee
Toledo Edison	5.31¢/kwh through January 2018 5.33¢/kwh through May 2020	May 2020	October 27, 2017	\$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. You are free to leave the program at any time without an early termination fee.

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 business – 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 – BUSINESS ELECTRIC GOVERNMENTAL AGGREGATION PROGRAM

<b>Option 1: Do nothing and save.</b> If you want to participate in this program and save, you do not need to return this form. Your enrollment is automatic.	<b>OR</b>	<b>Option 2: Opt out by returning this form.</b> 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 Opt-Out by October 27, 2017 to: NOAC Electric Governmental Aggregation Program, 341 White Pond Drive, Bldg. B3, Akron, Ohio 44320

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## Electric Governmental Aggregation Program Frequently Asked Questions

### 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 tiered 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 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 power fixed, or does it vary?

Your price with FirstEnergy Solutions is a variable price, based on a tiered pricing structure. In this program, your initial price will remain consistent each month through the meter-read date of the first tier outlined in your Agreement's terms and conditions. At that time, your price will change but then remain consistent each month for the rest your Agreement.

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

As a current member of your community's electric governmental aggregation program, you are given the opportunity to opt-out of the program at least every three years at no charge. Your previous contract with FirstEnergy Solutions is coming to an end, and this is your opportunity to either 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, you may leave the aggregation program at any time. However, you will be sent a notice at least every three years asking if you wish to enroll in the program.

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

You can stay with your current electric utility, which will continue to supply your electric generation as it always has, or you can shop for an alternative generation supplier. A list of competitive electric suppliers certified by the 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.

Residential and Small Commercial - Terms and Conditions	
Governmental Aggregation Product	Variable Price – Tiered
Electric Distribution Utility ("EDU")	The Toledo Edison Company
Price and Length of Agreement	5.31 ¢/kWh through your January 2018 meter read; then 5.33 ¢/kWh through your May 2020 meter read
Cancellation/Termination Fee	None

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

**Definitions:** *Generation Charge* – Charge for the production of electricity. *Transmission Charge* – Charge for moving high voltage electricity from a generation facility to the distribution lines of the EDU. *Distribution Service* – Physical delivery of electricity to customers by the EDU.

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

**Eligibility:** Only eligible residential customer accounts not enrolled in the Percentage of Income Plan Program ("PIPP") and eligible small commercial customers may enroll in this offer from FES. FES reserves the right to refuse enrollment to any customer with an outstanding electric bill balance.

**Basic Service Prices:** During the term of this Agreement, you agree to pay FES a price indicated in the table above for a total combined Transmission, Generation and Generation Related Charge ("Retail Electric Service"). Your Price to Compare ("PTC") consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to FES. If your product in the table above is a % Off PTC product, your monthly price per kWh will vary because the EDU's PTC may change based on any changes made by the EDU in its calculations. In addition to FES' charges, you will be charged by your EDU for distribution and various other charges. Your price may also include a fee assessed by a broker or agent representing your community.

**Length of Agreement:** As a part of your community's program, your Retail Electric Service from FES will start on your next available meter read after processing of the enrollment by your EDU, and continue through the term indicated in the table above. The program may be terminated prior to the term pursuant to the terms of the master agreement between FES and your community for the aggregation program. Should the program be terminated, you will be returned to your EDU's standard service offer or its successor. In the event that (1) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action; or (2) there is any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, Independent System Operator ("ISO"), Regional Transmission Organization ("RTO") or other service provider, or any change in operating procedure, which alters to the detriment of FES its costs to perform under this Agreement, you may receive a notification from FES. This notification will include a description of one or more of the situations described above. FES may offer you new Terms and Conditions. You must indicate your affirmative consent to the new Terms and Conditions as specified in the notices. If you do not contact FES to accept the new terms, this Agreement will terminate on the date specified in the notices, and you may be returned to your EDU for Retail Electric Service. Alternatively, FES may decide to terminate this Agreement, and you will receive prior written notice of the termination, after which you may be returned to your EDU for Retail Electric Service. Whether FES offers you new terms or terminates this Agreement under this provision, you will not be responsible for the cancellation/termination fee (if any) set forth in the table above. You must still pay all FES charges through the date you are returned to your EDU or switched to another CRES provider for service.



**Billing:** You will continue to receive a single bill from your EDU that will contain both your EDU and FES charges. FES reserves the right to unilaterally modify this billing format in the event your EDU is unable or unwilling to provide consolidated billing in this format or changes the calculation of the PTC. If you do not pay your bill by the due date, FES may cancel this Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay FES for any electricity used before this Agreement is cancelled, as well as any late payment charges. If you have 12 months of billing history and you are enrolled in budget billing with the EDU, you can enroll in a budget billing program once per year. At the end of the contract term, you are responsible for payment of any outstanding balance upon final contract true up. FES reserves the right to adjust your monthly budget amount prior to final contract true up. If you enroll in budget billing, then choose not to be in the program or if you become two consecutive monthly payments overdue, you will be removed from budget billing, your account will be reconciled, and you will be billed for the outstanding budget balance on your next billing cycle. Failure to pay electric utility charges may result in you being disconnected in accordance with your EDU's tariff.

**Penalties, Fees and Exceptions:** If you do not pay the full amount owed FES by the due date of the bill, FES may charge a 1.5% per month late payment fee.

**Cancellation/Termination Provisions:** You may terminate this Agreement, without penalty, if you move out of the EDU service territory or into an area where FES charges a different price. There may be a Cancellation/Termination Fee indicated in the table above if you terminate this Agreement for any other reason, except as expressly provided herein. Upon termination with FES and return to the standard service offer with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

**Customer Consent and Information Release Authorization:** By choosing not to opt-out of your community's aggregation program, or to affirmatively join it, you understand and agree to the terms and conditions of this Agreement with FES. You authorize FES to obtain information from the EDU that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. FES reserves the sole right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by FES following acceptance of your enrollment request by FES, the end of the 7-day rescission period, and subsequent acceptance of the enrollment by your EDU.

**Contract Expiration:** At least every three (3) years, you will be given the opportunity to opt-out of your community's aggregation program at no cost. You are responsible for arranging for your electric supply upon termination of this Agreement.

**Dispute Procedures:** Contact FES with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 8:00 am to 5:00 pm EST or in writing at 341 White Pond Drive, Attn: Contract Administration, Akron, OH 44320. Our web address is [www.fes.com](http://www.fes.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 PUCO for assistance at 1-800-686-7826 (toll free) M-F 8:00 a.m to 5:00 pm EST or at [www.puco.ohio.gov](http://www.puco.ohio.gov). Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio Relay Service). The Ohio Consumers' Counsel ("OCC") represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) M-F 8:00 am to 5:00 pm EST, or at [www.pickocc.org](http://www.pickocc.org).

**Force Majeure Termination:** FES will make commercially reasonable efforts to provide your electric service, but does not guarantee a continuous supply of electricity. Certain causes and events are out of FES's reasonable control ("Force Majeure Event(s)") and may result in interruptions in service. FES will not be liable for any such interruptions caused by a Force Majeure Event, including but not limited to, acts of God, war, civil disturbance, insurrection, terrorism, fire, flood, earthquake, acts of default of common carriers, strikes, boycotts, unforeseen maintenance, unforeseen shutdowns or deficiencies of sources of supply, inability to access the local distribution utility system, nonperformance by the EDU or other similar circumstances beyond FES' reasonable control.

**Miscellaneous:** You have the right to request from FES, twice within a 12-month period, up to 24 months of payment history, without charge. FES will not release your Social Security number and/or account number(s) without your written consent except for FES' collections and reporting, participating in programs funded by the universal service fund, pursuant to ORC section 4928.54, or assigning a customer's contract to another CRES provider. FES' environmental disclosure statement is available for viewing on our website [www.fes.com](http://www.fes.com). FES will make the required quarterly updates to the statement electronically on our website and will also provide the information upon request. FES may assign its rights to another CRES provider, including any successor, in accordance with the rules and regulations of the PUCO. FES assumes no responsibility or liability for the following items that are the 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. You are responsible for providing FES with accurate account information. If said information is incorrect, FES reserves the right to reprice the applicable account(s) or terminate the Agreement. FES reserves the right to return any customer to the EDU if the customer's rate code is changed and the account is no longer eligible for this program.

**Warranty:** FES warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.