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PUCO  
January 11, 2011

Public Utilities Commission of Ohio  
Docketing Division, 11<sup>th</sup> Floor  
180 East Broad Street  
Columbus, Ohio 43215-3793

**RE: Electric Governmental Aggregator Certification Renewal Application for the City of Aurora (Case Number 00-2022-EL-GAG).**

Enclosed please find an original and ten copies of the renewal application for certification as a Governmental Aggregator of Electric for the City of Aurora.

Independent Energy Consultants, Inc. is providing aggregation consulting services to the City of Aurora and is filing this application on their behalf.

If you have any additional needs or questions, please call me at 330 995-2675 or email me at [mburns@naturalgas-electric.com](mailto:mburns@naturalgas-electric.com).

Sincerely,

Mark R. Burns  
President

Enclosures

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.  
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*The Public Utilities Commission of Ohio*

## **Renewal Instructions for Governmental Aggregators**

**I. Where to File:** Renewal applications should be sent to: Public Utilities Commission of Ohio, Docketing Division 13<sup>th</sup> Floor, 180 East Broad Street, Columbus Ohio 43215-3793.

**II. What to File:** Applicant must submit one original notarized application signed by an authorized official and ten conformed copies, including all exhibits, affidavits, and other attachments. All attachments, affidavits, and exhibits should be clearly labeled as indicated on the application form. For example, Exhibit A-2 should be labeled "Exhibit A-2 'Authorizing Ordinance.'" All pages should be numbered and attached in a sequential order. **VERY IMPORTANT: The renewal application must be docketed in the applicant's original EL-GAG case number.**

**III. Renewal Application Form:** The renewal application form is available on the Commission's web site, [www.puco.ohio.gov](http://www.puco.ohio.gov) or directly from the Commission at: Public Utilities Commission of Ohio, Docketing Division 13<sup>th</sup> Floor, 180 East Broad Street, Columbus Ohio 43215-3793.

**IV. Commission Process for Certification Renewal:** A renewal application shall be made on forms approved and supplied by the Commission. The applicant shall complete the appropriate application form in its entirety and supply all required attachments, affidavits, and evidence of capability specified by the form at the time an application is filed. The Commission renewal process begins when the Commission's Docketing Division receives and time/date stamps the application. An incomplete application may be suspended or rejected. An application that has been suspended as incomplete will cause delay in renewal.

If the Commission does not act within 30 days, the renewal application is deemed automatically approved on the 31<sup>st</sup> day after the official filing date. If the Commission suspends the application, the Commission shall notify the applicant of the reasons for such suspension and may direct the applicant to furnish additional information. The Commission shall act to approve or deny a suspended application within 90 days of the date that the application was suspended. Upon Commission approval, the applicant shall receive notification of approval and a numbered certificate that specifies the service(s) for which the applicant is certified and the dates for which the certificate is valid.

Unless otherwise specified by the Commission, a competitive retail electric service provider's certificate is valid for a period of two years, beginning and ending on the dates specified on the certificate. The applicant may renew its certificate in accordance with Rule 4901:1-24-09 of the Ohio Administrative Code.

CRES providers shall inform the Commission of any material change to the information supplied in a certification application within thirty days of such material change in accordance with Rule 4901:1-24-10 of the Ohio Administrative Code.

V. **Questions:** Questions regarding filing procedures should be directed to Tamara Turkenton at (614) 995-7096 or [Tammy.Turkenton@puc.state.oh.us](mailto:Tammy.Turkenton@puc.state.oh.us) or Chuck Stockhausen at (614) 728-5049 or [Charles.Stockhausen@puc.state.oh.us](mailto:Charles.Stockhausen@puc.state.oh.us).

VI. **Governing Law:** The certification/renewal of competitive retail electric suppliers is governed by Chapter 4901:1-24 of the Ohio Administrative Code, Chapter 4901:1-21 of the Ohio Administrative Code, and Section 4928.08 of the Ohio Revised Code.



*The Public Utilities Commission of Ohio*

Original GAG Case Number	Version
00 - 2022 -EL-GAG	August 2004

## RENEWAL APPLICATION FOR GOVERNMENTAL AGGREGATORS

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

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

### A. RENEWAL INFORMATION

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

Legal Name City of Aurora Ohio

Address 130 South Chillicothe Road Aurora, Ohio 44202

PUCO Certificate # and Date Certified 00-029(5) Date Certified: 3/15/2009

Telephone # (330) 562-6131 Web site address (if any) www.auroraoh.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

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

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

Name Mark Burns

Title President, Independent Energy Consultants, Inc.

Business address 820 Deepwoods Drive Aurora, Ohio 44202

Telephone # (330) 995-2675

Fax # (800) 574-4508

E-mail address (if any) mburns@naturalgas-electric.com

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

Name Mark Burns

Title President, Independent Energy Consultants, Inc.

Business address 820 Deepwoods Drive Aurora, Ohio 44202

Telephone # (330) 995-2675

Fax # (800) 574-4508

E-mail address (if any) mburns@naturalgas-electric.com

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

Customer Service address 820 Deepwoods Drive Aurora, Ohio 44202

Toll-free Telephone # (888) 862-6060

Fax # (800) 574-4508

E-mail address (if any) info@naturalgas-electric.com

Signature of Applicant & Title

Sworn and subscribed before me this 11th day of January, 2011

Month

Signature of official administering oath

Angie M. Perces  
Print Name and Title

My commission expires on Oct 23, 2011



ANGIE M. PERCES  
Notary Public, State of Ohio  
06 NT 00342  
My Commission Expires  
October 23, 2011

# **AFFIDAVIT**

State of OHIO :

AURORA ss.  
(Town)

County of PORTAGE :

LYNN MCGILL, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the MAYOR (Office of Affiant) of AURORA (Name of Applicant);

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

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

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

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

Signature of Affiant & Title

Sworn and subscribed before me this 11th day of January, 2011  
Month Year

Signature of official administering oath

Print Name and Title

My commission expires on Oct 23, 2011



ANGIE M. PERCES  
Notary Public, State of Ohio  
ID# NT 00342  
My Commission Expires  
October 23, 2011

Sponsor: Finance Committee  
No Revision to the Codified Ordinances

CITY OF AURORA  
OHIO

ORDINANCE 2000-171

INTRODUCED BY: Joseph Kastelic

SECONDED BY: James Vaca

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20, OHIO REVISED CODE, DIRECTING THE PORTAGE COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS AND DECLARING AN EMERGENCY AS THIS MATTER MUST BE IMMEDIATELY TRANSMITTED TO THE PORTAGE COUNTY BOARD OF ELECTIONS FOR THE CONDUCT OF AN ELECTION

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

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

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

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

NOW, THEREFORE, BE IT ORDAINED by the Council for the City of Aurora, County of Portage, State of Ohio, that:

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



Attest:

Kani L. Harvey  
Clerk of Council

Approved as to legal form by:

Philip M. Leiper  
Director of Law

**CERTIFICATE OF POSTING**

I, Kani L. Harvey, do hereby certify that I am the duly appointed and acting Clerk of Council of the City of Aurora, Ohio, and that the foregoing Ordinance was published in the City of Aurora as required by law by posting a true and exact copy thereof at the five (5) public posting places as established by Ordinances 1976-10 and 1982-107 and amended by Ordinances 1988-76 and 2000-74.

- 1) City Hall
- 2) Heinen's Grocery Store, Barrington Town Square
- 3) Fire Station No. 2
- 4) Aurora Memorial Library
- 5) U.S. Post Office, Village Commons Shopping Center

Such posting was for a period of fifteen (15) days commencing on the 25th Day of

August, 2000.

Signed this 25th Day of August, 2000.

Kani L. Harvey  
Clerk of Council  
City of Aurora

# City of Aurora Electric Aggregation Program

## Plan of Operations and Governance

For additional information contact:  
Mark R. Burns, President  
Independent Energy Consultants, Inc.  
Ph: (330) 995-2675



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## **1. Purpose of Electric Aggregation Program & Services**

This aggregation plan has been developed in compliance with Ohio Revised Code, Section 4928.20 regarding governmental aggregation of electric service. That section of the Code defines two different types of aggregation that may be enacted by a governmental entity; opt-in aggregation and opt-out aggregation. The City of Aurora ("the City") will administer an opt-out aggregation program that will automatically include all eligible electric accounts receiving a beneficial offer from a Competitive Retail Electric Service Supplier (CRES Supplier). Those customers will be given prior notice entitling them to affirmatively elect not to be part of the Program.

The City passed the necessary resolution to place the issue of Opt-out Governmental Aggregation of electricity on the 11/7/2000 ballot. The ballot issue subsequently passed by wide margin. The City will follow the Plan of Operation and Governance ("Plan") outlined below. The initial Plan was adopted by City Council after two public hearings were held in accordance with section 4928.20 (C) of the Ohio Revised Code.

The City's Aggregation Program ("Program") seeks to aggregate the retail electric loads of consumers located in the City to negotiate the best rates for the generation supply of electric power. With a City population of approximately 14000 the Program has the potential to combine residential accounts and small commercial accounts into a buying group that will be attractive to a Competitive Retail Electric Service Supplier (CRES Supplier). Participation in the Program is voluntary. Any individual customer (Member) has the opportunity to decline to be a member of the aggregation program and to return to their respective electric distribution company (EDCs) for generation supply. There are two EDCs serving customers within Aurora. Ohio Edison serves the vast majority of accounts while The Illuminating Company (CEI) serves a pocket of customers located in the city's northeast corner. Residents are also free to enter into a power supply contract with any CRES Supplier.

Residential and small commercial electric customers often lack the ability to effectively negotiate electric supply services. The City's Program provides them an opportunity to benefit from professional representation and bargaining power achieved through an aggregation program.

The aggregation program is designed to reduce the amount Members pay for electric energy and to gain other favorable terms of service. The City will not buy and resell the power to the Program Members. Instead, the City through the efforts of its consultant, will competitively bid and negotiate a contract with a CRES Supplier to provide firm, all-requirements generation service to the Members of the aggregation program.

Due to the complexity of deregulation of the electric utility industry, the City has entered into contract with Independent Energy Consultants, Inc., a PUCO certified broker and aggregator of natural gas and electricity. Among other things, Independent Energy Consultants will provide professional assistance which includes these consulting services:

- Draft and assist in maintaining this Plan of Operation and Governance
- Lead the required Public Hearings and attend Council meetings

## City of Aurora Exhibit A-3 "Operation and Governance Plan"

- Assist the City in the day-to-day administration of program (problem resolution, press releases, PUCO compliance, supplier liaison, contract review, etc.)
- Administer the Request for Proposal process, analyze supplier responses and provide recommendations for the supply agreement
- Review customer data provided by the EDCs that would serve as the basis for an opt-out notice
- Write/prepare reports on a quarterly/annual basis to the City, PUCO, PUCO's Market Monitoring division, and the Ohio Consumers' Counsel.

## 2. Determination of Rates and Other Charges

### 2.1. Rates

Through the efforts of its consultant, Independent Energy Consultants, the City will seek proposals from CRES suppliers. The request for proposals shall require the suppliers to offer a generation charge for firm, full-requirements supply. CRES Providers will bid by the respective EDC customer rate classification or customer class. CRES Providers will be encouraged to bid on as many electric accounts as possible. It is recognized that from a practical standpoint and per PUCO rules, it is not likely that bids will be received for larger commercial and industrial accounts. Furthermore, a CRES Provider may not be able to beat the EDCs tariff rates for all customer classes and/or rate schedules. The prices to be charged to Members in the Program will be set by City officials after negotiations with the selected CRES Supplier. Members will be notified of the rates and terms of the Program through a direct mailing sent to each eligible resident and business within the City limits. Once offers are found a table similar to the one shown below will be populated to reflect the offer rates.

<b>Ohio Edison/CEI &amp; CEI Rate Schedules</b>	<b>CRES Supplier Offer – percent discount off the generation, generation related and transmission charge (Rider Gen) as set forth in the FirstEnergy applicable tariff</b>
RS – Residential Service	10% - 2009 6% – 2010 5% - 2011 4% - through April 2012
RSG – Residential Water Heating	4% – through April 2012
RSH – Residential Space Heating	4% – through April 2012
GS – General Service	7% - 2009 3% – 2010 through 2011 2% - through April 2012
Other	

### 2.2 Charges

Neither the City nor the selected Supplier will impose any terms, conditions, fees, or charges on any Member served by the governmental aggregation unless the particular term, condition, fee, or charge is clearly disclosed to the Member at the

## **City of Aurora Exhibit A-3 "Operation and Governance Plan"**

time the Member chose not to opt-out of the aggregation.

The EDC will continue to bill for Late Payment, Delivery Charges, Transition Charges and Monthly Service Fee, etc. These charges apply whether or not a Member switches to the Program's CRES supplier. Switching generation suppliers will not result in any new charges billed to the Member.

### **2.3 Switching Fees**

The Request of Proposal will be written to require the selected supplier to pay any switching fee assessed by the EDCs.

### **2.4 Early Termination Fee**

Members may terminate their agreement without penalty if they relocate outside of the City. Members that leave for other reasons may be assessed an early termination fee by CRES supplier. Early termination fees are standard in most electric contracts. The City will negotiate with the CRES supplier to ensure that any early termination fee assessed is reasonable and clearly stated in the opt-out disclosure notice.

## **3. Process for Providing Opt-Out Disclosure Notices**

When a successful supply offer is found the City shall order the eligible customer list from the appropriate EDC. The EDC shall turn over the list to the City or its consultant upon request. Once the list is obtained, it will be shared with the selected CRES supplier and they will have 30 days from the City's receipt of the data to mail the opt-out notices to all eligible Members receiving an offer.

The selected CRES supplier will be required to pay for printing and mailing of opt-out disclosure notices. The notices will be mailed to the owner or occupant residing at the electric account mailing address shown on the EDC's customer list. The notice will contain the City's name and logo to clearly indicate to the recipient that it is a notice from the City.

Prior to mailing opt-out notices a thorough review will be performed to see that all eligible Members receiving an offer are sent the notice. The review process will include the efforts of numerous parties and utilize a number of resources as specified in section four of this plan.

Following acceptance of an offer by the City, the CRES supplier will mail opt-out notices to eligible Members. Members will have 21 days from the postmark date on the notice to postmark the return opt-out card if they do not wish to participate in the City's program.

In the event that an eligible Member is inadvertently not sent an opt-out notice and is omitted from the Program, the CRES supplier shall, upon request, enroll the eligible Member at the group rate for the remaining term.

#### **4. Determination of Eligible Customer Pool**

Under the opt-out aggregation provisions, all eligible electric consumers within the City will be automatically included in the Program. However, such customers will be given prior notice entitling them to affirmatively elect not to be part of the Program.

Prior to mailing opt-out notices a thorough review will be performed to see that all ineligible customers are excluded. The review process will include the efforts of numerous parties and utilize a number of resources:

- The EDC will query their customer database using best efforts to capture all accounts within the City limits.
- The City's consultant working with the CRES supplier, available City resources and publicly available material shall screen out customers who are not located within the City limits. Those resources may include any or all of the following: Property records, water and/or sewer records, fire and/or police department address records, 911 address records, street listings, City maps, internet maps, county parcel mapping databases, and geographical information systems (GIS).
- Ineligible accounts will be screened out based on codes provided in the EDC's data.
- The data shall be reviewed to see that all zip codes have been included, all streets included, all customer classes, all customer rate schedules, and finally that an expected total for a community of this population was turned over.
- Any suspected omissions will be reported to the EDC along with a request to furnish that data.
- Eligibility may be limited by a supplier's offer. For example a fixed rate might not be offered to an account if their Price-to-Compare indicates they would not save.

#### **5. Opt-Out Process**

The City is using an Opt-Out form of Governmental Aggregation pursuant to section 4928.20 of the Ohio Revised Code. Any such person that opts-out of the aggregation program pursuant to stated procedure will default to the standard service offer provided by their EDC until the person chooses an alternative supplier.

When a successful supply offer is found the City shall order the eligible customer list from the appropriate EDC. The EDC shall turn over the list to the City or its consultant upon request. Once the list is obtained, it will be shared with the selected CRES supplier and they will have 30 days from the City's receipt of the data to mail the opt-out notices to all eligible Members receiving an offer.

The selected CRES supplier and the City will agree upon the format of the opt-out notice and will docket a sample with the PUCO at least ten days prior to mailing it to eligible Members.

The selected CRES supplier will be required to pay for printing and mailing of opt-out disclosure notices. The notices will be mailed to the owner or occupant residing at the electric account mailing address shown on the EDC's customer list. A City official will sign

## **City of Aurora Exhibit A-3 "Operation and Governance Plan"**

the notice and it will contain the City's name and logo to clearly indicate to the recipient that it is a notice from the City.

Prior to mailing opt-out notices a thorough review will be performed to see that all eligible Members receiving an offer are sent the notice. The review process will include the efforts of numerous parties and utilize a number of resources as specified in section four of this plan.

Following acceptance of an offer by the City, the CRES supplier will mail opt-out notices to eligible Members receiving an offer. Members will have 21 days from the postmark date on the notice to postmark the return opt-out card if they do not wish to participate in the City's program. The selected CRES supplier may also offer a toll-free recorded phone number for Members wishing to opt-out in this manner. The selected CRES supplier will not enroll those accounts opting out from the Program.

In the event that an eligible Member is inadvertently not sent an opt-out notice and is omitted from the Program, the CRES supplier shall, upon request, enroll the eligible Member at the group rate for the remaining term.

All members of the Program will also be given an opportunity to opt-out without penalty at least once every three years.

### **Procedure Steps:**

1. The selected CRES supplier and the City will agree upon the format of the opt-out notice and will docket a sample with the PUCO at least ten days prior to mailing it to eligible Members.
2. The selected supplier will distribute an Opt-Out Form to all eligible Members via first class U.S. Mail;
3. Recipients will have 21 days from the postmark on the notice to notify the selected CRES supplier if they do not want to be part of the program;
4. Members will be able to opt out by returning an opt-out card via U.S. Mail to the selected CRES supplier.
5. Additionally, Members who do not opt-out per step 4 above will receive written notification from their EDC stating that they are about to be switched. That notice will inform them that they have 7 days to rescind the contract by contacting their EDC; and
6. The selected CRES supplier will not enroll those accounts opting out from the Program.

The opt-out notice will clearly notify the Program Members of the rates to be charged for electricity and other terms of the contract with the selected supplier. The notice will also satisfy the requirements for disclosing the environmental impact of the generation sources used to supply the program.

### **6. Customer Classes Included**

All eligible Members are included in the Program but the selected CRES supplier's offer



## **City of Aurora Exhibit A-3 "Operation and Governance Plan"**

will determine which groups receive an offer and opt-out notice. It is envisioned that residential and small commercial customers supplied by the respective EDCs within the City limits are the most likely to receive an offer. The specific rate schedules will be identified in Section 2 of this Plan of Operation. In addition to having a rate schedule listed in Section 2, the following eligibility requirements apply.

- Customers must be up to date with their bill payment;
- Customers must not have not Opted-out of the Program;
- Customers must not be supplied generation service from another CRES provider;
- Customer must not be on a special contract with the EDC;
- Customers must not be in the Percentage of Income Payment Program (PIPP);
- Commercial Customers must have a Peak Demand of less than 300 kW; and
- Commercial Customers must not have interval metering.
- Customers must not be mercantile customers as defined by PUCO rules.
- Eligibility may be further limited by a supplier's offer. For example, a fixed rate might not be offered to an account if their Price-to-Compare indicates they would not save.

### **7. Billing Procedures**

The City will utilize the consolidated billing services of the EDCs and the selected CRES supplier. Most customers are expected to receive a single bill from the EDC that itemizes among other things, the cost of generation provided by the CRES supplier. In some instances, particularly for commercial accounts, the CRES supplier may request that dual billing may be used. In this case the supplier would issue a bill for their supply service and the EDC would issue a bill for their delivery services.

Members currently on budget billing will continue to be budget billed. The EDC's process will remain the same. Members wishing to start budget billing should contact their EDC. The process will take place in accordance with the EDC's policy and is not unique to the City's Program.

Members are required to remit and comply with the payment terms of their EDC and/or their supplier if dual billing is used. This Program will not be responsible for late or no payment on the part of any of its members. Furthermore, slow or no payment on the part of some Members will not adversely impact the rates charged to other Members. The selected Supplier shall not charge more than 1 ½ percent per month for overdue balances owed to the selected Supplier.

### **8. Credit/Deposit Requirements**

Collection and credit procedures remain the responsibility of the EDCs, the selected Supplier and the individual Member. Members are required to remit and comply with the payment terms of their EDC. This Program will not be responsible for late or no payment on the part of any of its Members. The City will have no separate credit or deposit policy.

## City of Aurora Exhibit A-3 "Operation and Governance Plan"

### 9. Procedures for Handling Customer Complaints and Dispute Resolution

Members have multiple means of addressing complaints. As a general rule, concerns regarding service reliability should be directed to the EDC, questions regarding the Program administration should go to the City, billing questions should be directed to the EDC or the selected supplier and any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or The Ohio Consumers' Counsel. Listed below is a table of toll-free numbers for members to call for assistance.

Nature of Complaint	Contact	Phone Number
Service interruptions or emergencies	Ohio Edison CEI	1-888-544-4877 1-800- 589-3101
Service turn on/off	Ohio Edison CEI	1-800-633-4766 1-800-589-3101
Billing disputes – Delivery Charges	Ohio Edison CEI	1-800-633-4766 1-800-589-3101
Billing disputes – Supplier charges	FirstEnergy Solutions	1-866-636-3749
Joining/Leaving Program	FirstEnergy Solutions	1-866-636-3749
Aggregation Program Questions	City of Aurora Independent Energy Consultants	(330) 562-6131 1-888-862-6060
Unresolved Disputes	Public Utilities Comm. (voice)	1-800-686-7826
Unresolved Disputes	Public Utilities Comm. TDD/TTY	1-800-686-1570
General Information – residential	Ohio Consumers' Counsel	1-877-742-5622

### 10. Moving Into/Within the City

Utility rules require that people moving into a different residence, new construction or otherwise, be assigned a new account number and be served for at least one month by the local utility before they can switch to a new supplier. The above-mentioned are examples of utility rules approved by the PUCO that will impact the operation of Aurora's aggregation program.

Residents and businesses that move into the City will not be automatically included in the City's Program. The City cannot guarantee the rates, terms and conditions to Members enrolling after the 21-day opt-out period of the initial enrollees. Members wishing to opt-in to the Program may contact the City or the CRES supplier to obtain enrollment information. There is, however, no guarantee that customers opting-in at a later date will receive the same price, terms and conditions as did the initial participants. The selected CRES supplier's decision whether or not to extend an offer will be based, in part, on the market prices at the time of request.

Members who move within the City limits and are assigned a new account number by the EDC will be treated in the same manner as a new resident. They will not be automatically enrolled, but may contact the CRES supplier concerning re-enrollment. Once again, there is no guarantee that the CRES Supplier will extend an offer, or an offer that is the same as that of the initial enrollees.

## **City of Aurora Exhibit A-3 "Operation and Governance Plan"**

### **11. Moving Within the City and Maintaining the Same Account Number**

The selected CRES Supplier shall continue service at the same rate and under the same terms and conditions for any Member who relocates within the City prior to the expiration of the contract term, providing that the Member notifies the CRES Supplier of their desire to do so with thirty (30) days written notice. Moving within the City may cause the Member to be served for a brief period of time by the local utility. The CRES supplier shall have the right to bill the participant for any associated switching fee imposed by the EDC. Members may also opt-out without penalty under these circumstances.

### **12. Joining the Aggregation Group after Opting-Out**

Members who have left the aggregation group and wish to rejoin at a later date are treated in the same manner as new residents moving into Aurora. These customers may contact the City or the CRES supplier at any time to obtain enrollment information. There is however, no guarantee that customers opting-in at a later date will receive the same price, terms and conditions as did the initial participants.

### **13. Reliability of Power Supply**

The Program will only affect the generation source of power. The respective EDCs will continue to deliver power through their transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with the EDCs. If Members have service reliability problems they should contact their EDC for repairs. The PUCO has established "Minimum Reliability Standards" for all utilities operating distribution systems in Ohio. Customer outages, duration of outages, interruptions, etc., are monitored to ensure reliability remains at satisfactory levels.

In addition to maintaining the "wires" system, the EDCs are required to be the "Provider of Last Resort." This means, should the selected CRES supplier fail for any reason to deliver any or all of the electricity needed to serve the Members needs, the EDC will immediately provide for the shortfall. The EDC would then bill the supplier for the power provided on their behalf. The Members would incur no additional cost.

### **14. Supplier Qualification Selection Criteria**

Only Suppliers meeting strict criteria will be considered.

- Suppliers will need to be certified by the Public Utilities Commission of Ohio
- Registered with the EDCs to do business in their service territory. Both the certification and registration ensure that Suppliers possess the managerial, technical, and financial competence to perform the services they offer.
- Successfully completed Electronic Data Interchange (EDI) computer system testing with the EDCs to support Governmental Aggregation Program transactions.
- Agree to hold harmless the City from any financial obligations arising from the Program.
- The selected CRES supplier will need to agree to notify the City and negotiate with the City at least 60 days in advance of attempting to terminate the agreement for

## **City of Aurora Exhibit A-3 "Operation and Governance Plan"**

any reasons other than (i) the scheduled end date or (ii) Force Majeure.

- The selected CRES supplier shall demonstrate its creditworthiness by possessing an investment grade long-term bond ratings from at least two major rating agencies.

Should the CRES supplier be unable to demonstrate its creditworthiness, the supplier will be required to provide:

- a Letter of Credit; or
- a Parental Guaranty from a company that is deemed creditworthy; or
- a Surety Bond.
- Details of the credit type and amount will be subject to negotiation.

### **15. Miscellaneous**

Due to the complexity of Governmental Aggregation, the City has hired Independent Energy Consultants, Inc. to assist them in designing, implementing and maintaining the Program. Independent Energy Consultants are:

- Certified Electric Aggregators and Brokers #04-116(4) in the State of Ohio.
- Certified Natural Gas Aggregators and Brokers #04-078(4) in the State of Ohio.
- Licensed Electric and Natural Gas Aggregators and Brokers #A-17 in the State of Virginia.
- Registered Aggregator #80252 in the State of Texas.

The founder of Independent Energy Consultants, Inc. has personally designed, implemented and administered over 40 opt-in and opt-out Governmental Aggregation Programs in Ohio. Contact information for Independent Energy Consultants is:

Independent Energy Consultants, Inc.  
820 Deepwoods Drive  
Aurora, Ohio 44202  
Phone: 330 995-2675  
Fax: 800-574-4508  
Email: [info@naturalgas-electric.com](mailto:info@naturalgas-electric.com)  
[www.naturalgas-electric.com](http://www.naturalgas-electric.com)

The City will maintain a copy of this Plan of Operation and Governance on file at its Administrative office. This Plan will be kept available for public inspection. It will, upon request, be copied for any existing or potential Members of the aggregation in accordance with the City rules for copying public documents.

The City will not materially alter this Plan of Operation and Governance without first notifying its Members.

The City or the selected CRES supplier will not issue an opt-out notice before the City has obtained its certification as a Governmental Aggregator of electricity from the Public Utilities Commission of Ohio.

### **City of Aurora Exhibit A-3 "Operation and Governance Plan"**

The city shall not be liable to participants in the aggregation group for any claims, however styled arising out of the aggregation program or the provision of aggregation services by the city or the provider. Members in the aggregation program shall assert any such claims solely against the provider pursuant to the power supply agreement, under which such Members are express third-party beneficiaries.

The success of the City's Aggregation Program relies in part to the cooperation it receives from the EDCs. In addition to other tasks, the EDCs must turn over accurate customer data and perform the customer switching process in a timely manner. The City will comply with PUCO rules, and will hold the EDCs to its obligations under the same.

The Electric Aggregation Program may be terminated upon the termination or expiration of the supply contract without any extension, renewal or subsequent supply contract being negotiated. Each individual Member receiving electric supply service under the Program will receive notification 45-90 days prior to termination of the Program. In the event of termination, Members in the City aggregation program would either return to their respective EDC supply service or choose a CRES supplier on their own.

If the City is unable to find a satisfactory offer at the end of an existing supply agreement, they have the option of maintaining their status as a Governmental Aggregator while they continue to seek offers for their Members.

City of Aurora Exhibit A-4 Automatic Aggregation Disclosure "Opt-Out Notice"



December 30, 2009

Dear City of Aurora Resident,

The City of Aurora is providing you the opportunity to join other residents to save money on the electricity you use. Savings are possible through governmental aggregation, where City 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. City of Aurora voters approved this program in November 2001.

After researching competitive electricity pricing options for you, we have chosen FirstEnergy Solutions Corp., a subsidiary of FirstEnergy Corp., to provide you with savings on your electric generation through April 2012. There is no cost for enrollment and you will not be charged a switching fee. You do not need to do anything to participate.

As a member of this aggregation, you are guaranteed to save 6 percent off your Price to Compare in 2010, 5 percent off in 2011 and 4 percent off January through April 2012. Your Price to Compare is essentially the price you pay for electric generation from the utility and consists of generation and transmission related components, which are the costs associated with generating the power and delivering it through the transmission system.

To estimate what your savings per kilowatt-hour (KWH) will be through this program, locate your Price to Compare on your electric bill. Divide your Price to Compare by 100, then multiply by the percentage discounts listed above by year 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.

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 City of Aurora's electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local electric utility – Ohio Edison or The Illuminating Company – you have until January 20, 2010 to return the attached "opt-out" form. If you do not opt out at this time, 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 a \$25 cancellation fee from FirstEnergy Solutions – and you might not be served under the same rates, terms and conditions that apply to other customers served by Ohio Edison or The Illuminating Company.

After you become a participant in this governmental aggregation program, Ohio Edison or The Illuminating Company 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 in the City's governmental aggregation program, you don't need to take any action when this letter arrives.

Ohio Edison or The Illuminating Company 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 1-888-836-3749, Monday through Friday, 8 a.m. to 5 p.m. Please do not call the City of Aurora with aggregation program questions.

Sincerely,

Mayor, City of Aurora

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

OPT-OUT FORM – CITY OF AURORA 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, you must return this form before the due date.

By returning this signed form, you will be **EXCLUDED** from the opportunity to join with other residents in the City of Aurora's Electric Governmental Aggregation Program.

☐ I wish to opt out of the City of Aurora Electric Governmental Aggregation Program. (Check box to opt out.)

Service address (City, state and zip): \_\_\_\_\_

Phone number: \_\_\_\_\_

Account holder's signature: \_\_\_\_\_

Date: \_\_\_\_\_

Mail by January 20, 2010 to: City of Aurora Electric Governmental Aggregation Program, 341 White Pond Drive, Bldg. B-3, Akron, Ohio 44320

## **City of Aurora Exhibit A-4 Automatic Aggregation Disclosure "Opt-Out Notice"**

### **City of Aurora 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 the City able to choose a certified electric generation supplier on my behalf?**

In November 2001, City of Aurora residents voted to allow the City to contract for an electric generation supplier on their behalf.

#### **How will I know if I can save money under the City's electric governmental aggregation program?**

Under the City's governmental aggregation program, the price you pay for electric generation supply is guaranteed to be lower. In other words, each month, you'll pay receive the percent discount listed in your opt-out letter by year for the generation portion of your electric supply than if you had not joined the City's governmental aggregation program.

#### **What do I need to do if I want to be included in this government 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 the City's electric aggregation program, who will deliver my power, read my meter and respond to emergencies, such as power outages?**

Your local electric company will be responsible for the delivery of power to your home or business. Since your local 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 will vary, so each month you will save the percent discount listed in your opt-out letter by year on the generation portion of your bill. Since 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. Regardless, you are guaranteed to save on the competitive portion of your electric bill.

#### **What does "opt out" mean?**

"Opt out" means that you can decide not to participate in the City's electric governmental aggregation program. By returning the opt-out form, which is included in this mailing, by the due date you will not be enrolled as an electric generation customer with FirstEnergy Solutions, the City'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 due date, you will be included in the City's governmental aggregation program and will begin receiving competitively priced electricity from FirstEnergy Solutions.

## **City of Aurora Exhibit A-4 Automatic Aggregation Disclosure "Opt-Out Notice"**

### **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 due date.

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

Yes, but you will be subject to a \$25 cancellation 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 electricity 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 is 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, the budget billing program does not apply to your charges from FirstEnergy Solutions – only to charges from the electric utility. Your total charges from FirstEnergy Solutions will fluctuate from month to month according to your usage.

### **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?**

For answers to your questions, please call 1-866-636-3749, Monday through Friday, 8 a.m. to 5 p.m.



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

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

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

**DEFINITIONS:**

**Generation Service** – The production of electricity.

**Transmission Service** – Moving high voltage electricity from a generation facility to the distribution lines of an EDU.

**Distribution Service** – Physical delivery of electricity to customers by EDU.

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

**TERMS AND CONDITIONS OF SERVICE**

1. **Eligibility.** Only Residential Customer accounts not enrolled in the Percentage of Income Plan Program (PIPP) and small commercial customers with a peak demand below 399 KW are eligible for this offer from FES. FES reserves the right to refuse enrollment to any customer with an outstanding balance.

2. **Basic Service Prices.** During the term of this Contract, you agree to pay FES for a total combined Transmission, Generation, and Generation Related Charges. You will be billed at the percentage off your EDU Price to Compare per KWh per billing month, as specified in the opt-out notification. Your Price to Compare consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to FES.

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

In addition to the Generation Charge described above, FES will charge you for any and all fees, costs, and obligations imposed by a Regional Transmission Organization ("RTO"), such as the Midwest ISO or successor organizations, that are not otherwise reimbursed by the Electric Utility to Supplier, regardless of whether such charges are greater than, less than, or equal to the charges Customer currently pays for these services to the Electric Utility ("Midwest ISO/Transmission and Ancillary Charges"). FES will pass these Midwest ISO/Transmission and Ancillary Charges, which may be variable, through to you and you will receive no discount or percent-off of these Midwest ISO/Transmission and Ancillary Charges.

3. **Length of Agreement.** As a part of your community's program, your service from FES will commence with the next available meter reading and after processing of the enrollment by your EDU, and will continue for the term as specified in the opt-out notification, ending on the meter read for the last month of service. For the period beginning June 2011, the program may be terminated or modified due to unforeseen regulatory action. 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. Further, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff.

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

6. **Cancellation/Termination Provisions.** If this agreement is not rescinded during the rescission period, enrollment will be sent to your EDU. You may terminate this Agreement, without penalty, if you move out of the EDU service territory or into an area where FES will charge a different price. *There will be a \$25 charge for residential customers and a \$50.00 charge for commercial customers if you terminate this Agreement for any other reason, except as expressly provided herein. Should you cancel service with FES and return to standard service offer with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.*

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

8. **Contract Expiration.** At least every three years, you will be given the opportunity to opt-out of your community's aggregation program 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](http://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](http://www.PUCO.ohio.gov). Customers may also call the Ohio Consumers' Counsel (OCC) at 1-877-742-5622 (toll free) from 8:00 am to 5:00 pm weekdays or at [www.pickocc.org](http://www.pickocc.org).

10. **Miscellaneous.** You have the right to request from FES, twice within a 12 month period, up to 24 months of payment history, without charge.

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

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

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

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

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

FES reserves the right to return any customer to the EDU if the customer's rate code is changed and the account is no longer eligible for this program.

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

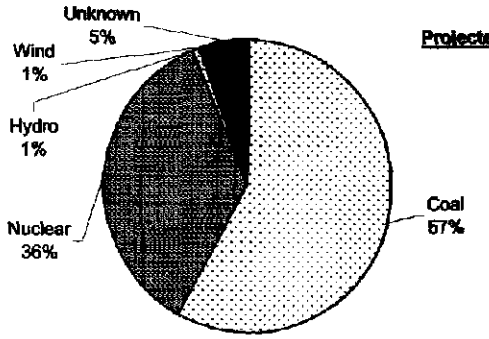
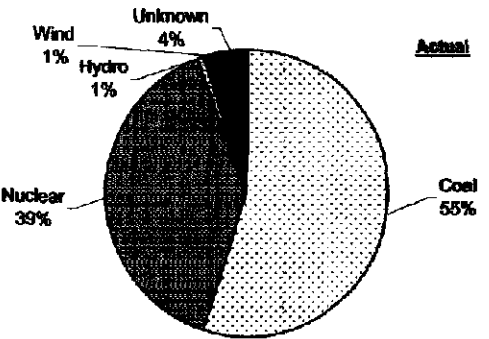
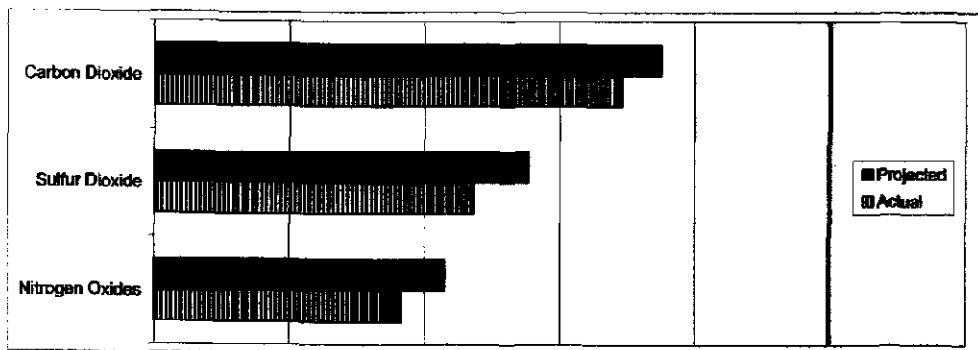
# City of Aurora Exhibit A-4 Automatic Aggregation Disclosure "Opt-Out Notice"

## Environmental Disclosure - Quarterly Comparison

FirstEnergy Solutions Corp.

Projected Data for Calendar Year 2009

Actual Data for the Period 01/01/09 to 6/30/09

<p><b>Generation Resource Mix-</b></p> <p>A comparison between the sources of generation projected to be used to generate this product and the actual resources used during this period.</p>	<div><div><p><b>Projected</b></p></div><div><p><b>Actual</b></p></div></div>																				
<p><b>Environmental Characteristics-</b></p> <p>A description of the characteristics associated with each possible generation resource.</p>	<table><tr><td>Biomass Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Coal Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Hydro Power</td><td>Wildlife Impacts</td></tr><tr><td>Natural Gas Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Nuclear Power</td><td>Radioactive Waste</td></tr><tr><td>Oil Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Other Sources</td><td>Unknown Impacts</td></tr><tr><td>Solar Power</td><td>No Significant Impacts</td></tr><tr><td>Unknown Purchased Resources</td><td>Unknown Impacts</td></tr><tr><td>Wind Power</td><td>Wildlife Impacts</td></tr></table>	Biomass Power	Air Emissions and Solid Waste	Coal Power	Air Emissions and Solid Waste	Hydro Power	Wildlife Impacts	Natural Gas Power	Air Emissions and Solid Waste	Nuclear Power	Radioactive Waste	Oil Power	Air Emissions and Solid Waste	Other Sources	Unknown Impacts	Solar Power	No Significant Impacts	Unknown Purchased Resources	Unknown Impacts	Wind Power	Wildlife Impacts
Biomass Power	Air Emissions and Solid Waste																				
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Unknown Purchased Resources	Unknown Impacts																				
Wind Power	Wildlife Impacts																				
<p><b>Air Emissions-</b></p> <p>Product-specific projected and actual air emissions for this period compared to the regional average air emissions.</p>	<div><div><div><div>■ Projected</div><div>▨ Actual</div></div></div><div><p>Regional Average</p></div></div>																				
<p><b>Radioactive Waste-</b></p> <p>Product-specific projected and actual radioactive waste for this period.</p>	<table><tr><th>Type :</th><th>Projected Quantity</th><th>Actual Quantity</th></tr><tr><td>High-Level Radioactive Waste</td><td>0.0032</td><td>0.0032</td></tr><tr><td>Low-Level Radioactive Waste</td><td>0.0003</td><td>0.0003</td></tr></table> <div><p>lb/1,000 kWh</p><p>ft<sup>3</sup>/1,000 kWh</p></div> <p>Note: The generation of this product involves the use of 5% projected and 4% actual Unknown Purchased Resources. The air emissions and radioactive wastes associated with these unknown resources are not included in these charts.</p>	Type :	Projected Quantity	Actual Quantity	High-Level Radioactive Waste	0.0032	0.0032	Low-Level Radioactive Waste	0.0003	0.0003											
Type :	Projected Quantity	Actual Quantity																			
High-Level Radioactive Waste	0.0032	0.0032																			
Low-Level Radioactive Waste	0.0003	0.0003																			

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact FirstEnergy Solutions Corp. at [www.fes.com](http://www.fes.com) (click on "FirstEnergy Corp." at the bottom of the home page) or by phone at 1-888-254-6359.