

# FILE

## The City of Rittman Offices

**RITTMAN**

A Small Town  
with a  
Big Heart

30 North Main Street  
Rittman, Ohio 44270  
330-925-2045  
www.rittman.com  
lboggs@rittman.com

**Larry Boggs**  
City Manager

Date: May 19, 2008

Mrs. Betty McCauley  
Acting Secretary  
The Public Utilities Commission of Ohio  
180 East Broad Street  
13<sup>th</sup> Floor  
Columbus, OH 43266-0573

Re: *In the Matter of the Application of the  
City of Rittman, for  
Re-Certification as a Governmental Aggregator  
Case No. 04-1006-EL-GAG*

PUCO

RECEIVED-BOCKETING DIV  
2008 JUN 18 PM 4:20

Dear Ms. McCauley:

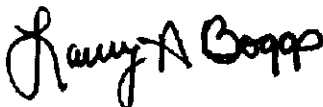
Enclosed please find the City of Rittman's completed **RE-CERTIFICATION APPLICATION FOR GOVERNMENTAL AGGREGATORS**. We have enclosed an original application, notarized and signed by an authorized official and ten conformed copies, including all exhibits, and other attachments.

The material provided includes the following:

- 1) Authorizing ordinance directing the City to affect a Governmental Electric Aggregation Program with opt-out provisions;
- 2) Plan of Operation and Governance;
- 3) Draft Automatic Aggregation Disclosures.

Should you have any questions or need additional information, please contact our aggregation program manager, Terry Leach of AMPO, Inc., at [tleach@amp-ohio.org](mailto:tleach@amp-ohio.org).

Respectfully submitted,



This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.  
Technician Sm Date Processed 6/18/08



*The Public Utilities Commission of Ohio*

Original GAG Case Number	Version
04 - 1006-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 Rittman  
Address 30 North Main Street, Rittman, OH 44270  
PUCO Certificate # and Date Certified 02-105 (3); 2/15/06  
Telephone # (330) 925-2045 Web site address (if any) www.rittman.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 Larry A. Boggs  
Title City Manager  
Business address 30 North Main Street, Rittman, Ohio 44270  
Telephone # (330) 925-2045 Fax # (330) 925-2066  
E-mail address (if any) lboggs@rittman.com

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

Name Larry A. Boggs  
Title City Manager  
Business address 30 North Main Street, Rittman, Ohio 44270  
Telephone # (330) 925-2045 Fax # (330) 925-2066  
E-mail address (if any) lboggs@rittman.com

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

Customer Service address 30 North Main Street, Rittman, Ohio 44270  
Toll-free Telephone # (330) 925-2045 Fax # (330) 925-2066  
E-mail address (if any) lboggs@rittman.com

Larry A. Boggs City Manager  
Signature of Applicant & Title

Sworn and subscribed before me this 19<sup>th</sup> day of May, 2008  
Month Year

Barbara J. Brooks  
Signature of official administering oath

Barbara J. Brooks, Clerk of Council  
notary  
Print Name and Title  
Barbara J. Brooks  
Notary Public  
State of Ohio  
My Commission Expires  
April 22, 2012

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

# **AFFIDAVIT**

State of Ohio :

Rittman ss.  
(Town)

County of Wayne :

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

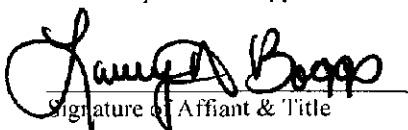
He/She is the City Manager (Office of Affiant) of City of Rittman (Name of Applicant);

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

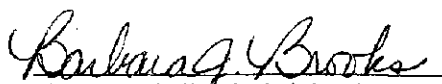
1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification renewal are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in 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)

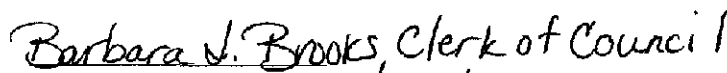
11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the renewal application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating customer 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 19<sup>th</sup> day of May, 2008  
Month Year

  
Signature of official administering oath

  
Print Name and Title  
**Barbara J. Brooks**  
**Notary Public**  
**State of Ohio**  
**My Commission Expires**  
**April 22, 2012**

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

EXHIBIT A-2

**AUTHORIZING ORDINANCE**

# RECORD OF ORDINANCES

Drafton Legal Blank, Inc.

Form No. 0043

Ordinance No. 7228

Passed August 14, 2003

## ORDINANCE NO. 7228

AN ORDINANCE OF THE COUNCIL OF THE CITY OF RITTMAN, WAYNE AND MEDINA COUNTIES, OHIO, TO FACILITATE COMPETITIVE RETAIL ELECTRIC SERVICE TO PROMOTE ELECTRICAL SAVINGS, LOWER COST ELECTRICITY SUPPLIES AND OTHER BENEFITS FOR CERTAIN ELECTRICITY CONSUMERS, AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT AN OPT-OUT ELECTRIC AGGREGATION PROGRAM PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE AND ARTICLE XVIII SECTION 4 OF THE OHIO CONSTITUTION; DIRECTING THE WAYNE COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS; AUTHORIZING AN AGREEMENT WITH AMERICAN MUNICIPAL POWER-OHIO ("AMP-OHIO") FOR SUCH PURPOSES; AND DECLARING AN EMERGENCY.

WHEREAS, Article XVIII Section 4 of the Ohio Constitution grants the City of Rittman (the "Municipality") certain authority related to utility service; and

WHEREAS, pursuant to Chapter 4928 of the Ohio Revised Code, to facilitate competitive retail electric service to promote electricity savings, lower cost electric supplies, and other benefits, certain governmental entities may aggregate certain electricity consumers within their jurisdiction; and

WHEREAS, pursuant to Section 4928.20, Revised Code, the Municipality is authorized to act as an aggregator by establishing an automatic opt-out governmental aggregation program for the provision of competitive retail electric service ("Electric Aggregation") for the benefit of certain electricity consumers within the Municipality so that the consumers may realize lower cost electricity supplies and other benefits from the aggregation and collective purchasing of electric supplies; and

WHEREAS, Electric Aggregation provides an opportunity for electricity consumers collectively to realize electric savings, lower cost electricity supplies, and other benefits that the consumers may not be able to realize individually; and

# RECORD OF ORDINANCES

Denton Legal Blank, Inc.

Form No. 40043

Ordinance No. 7228

Passed August 14, 2003

WHEREAS, the Municipality desires to submit to the electors of the Municipality the question of whether the Municipality should create a Electric Aggregation program to facilitate competitive retail electric service to promote electricity savings, lower cost electric supplies, and other benefits in accordance with Section 4928.20, Revised Code; and

WHEREAS, this Ordinance constitutes an emergency measure providing for the immediate preservation of the public peace, property, health, or safety, in that opportunities to coordinate aggregation activities with certain suppliers may become limited; and

WHEREAS, the Municipality has adopted this Ordinance pursuant to the authority conferred by Article XVIII Section 4 of the Ohio Constitution and Section 492.20, Revised Code.

NOW, THEREFORE, be it ordained by the Council of the City of Rittman, Counties of Wayne and Medina and State of Ohio, three-fourths of all members elected thereto concurring:

## SECTION ONE.

This Council finds and determines that to facilitate competitive retail electric service to promote electric savings, lower cost electricity supplies, and other benefits, it is in the best interest of the Municipality and certain electricity consumers within the jurisdiction of the Municipality to establish an Electric Aggregation Program in the Municipality pursuant to Section 4926.20, Revised Code. Provided that this Ordinance and the Electric Aggregation program is approved by the electors of the Municipality in accordance with this Ordinance, the Municipality is hereby authorized to take all actions necessary to affect a Electric Aggregation program pursuant to Section 4928.20, Revised Code. The Municipality may exercise this authority jointly with other entities to the full extent permitted by law. Further, for such purposes, the Municipal Manager of the Municipality is hereby authorized to execute and deliver an agreement with American Municipal Power-Ohio ("AMP-Ohio") to assist the Municipality as its consultant and agent to effect the Electric Aggregation program. Actions necessary to effect the Electric Aggregation program include determining and entering into service agreement(s) with suppliers to facilitate the sale and purchase of all electricity.



# RECORD OF ORDINANCES

Davison Legal Blank, Inc.

Davison Legal Blank, Inc.

Form No. 30043

Ordinance No.

Ordinance No. 7228

Passed August 14, 2003

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competitive retail electric services, and retail electric generation to serve the enrolled consumers. The Municipality shall be authorized by the electors to be the only entity authorized to act for and on behalf of the enrolled electric consumers to determine and select the supplier(s) to supply the Electric Aggregation program and the enrolled consumers.

## SECTION TWO.

The Electric Aggregation program shall not apply to persons that are not eligible pursuant to Rules and/or Orders of the Public Utilities Commission of Ohio ("Commission") or not eligible pursuant to the adopted plan of operations and governance ("Plan") for the Electric Aggregation program.

## SECTION THREE.

The Board of Elections of Wayne County is hereby directed to submit the following questions to the electors of the Municipality at the General election on November 4, 2003:

To facilitate competitive retail electric service to promote electric savings, lower cost electricity supplies, and other benefits, shall the City of Rittman have the authority to aggregate retail electrical loads located in the City of Rittman and enter into service agreements for the sale and purchase of electricity and other services, such aggregation to occur automatically unless any person affirmatively elects not to be enrolled by a stated procedure?

FOR, the City of Rittman to facilitate competitive retail electric service to promote electricity savings and other benefits by acting as an aggregator.

NOT FOR, the City of Rittman to facilitate competitive retail electric service to promote electricity savings and other benefits by acting as an aggregator.

The Clerk of this council is instructed to file a certified copy of this Ordinance and the proposed form of the ballot question with the Wayne County Board of Elections not later than August 21, 2003 which is seventy-five (75) days prior to November 4, 2003. The Electric Aggregation program shall not take effect unless approved by a majority of the electors voting upon the proposed ballot question at the election held in accordance with this Ordinance and Sections 4928.20, Revised Code. Upon approval, the Electric Aggregation shall take effect at the earliest permissible point in time and continue thereafter in accordance with Section 4928.20, Revised Code, and other requirements of Chapter 4928, Revised Code.

# RECORD OF ORDINANCES

Dutton Lerst Blank, Inc.

Form No. 9043

Ordinance No. 7228

Passed August 14, 2003

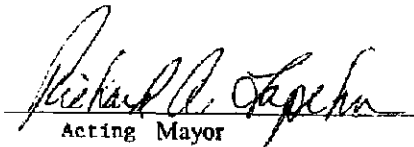
## SECTION SEVEN.

This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in those formal action were in compliance with the Law.

## SECTION EIGHT.

That this Ordinance is hereby declared to be an emergency measure, and provided it receives the affirmative vote of three-fourths of all members elected to Council, it shall take effect and be in force immediately and continuing thereafter upon its passage and approval by the approval by the Mayor; otherwise, it shall take effect and be in force from and continuing thereafter upon the earliest time allowed by law.

Passed: August 14, 2003

  
Acting Mayor

Attest:

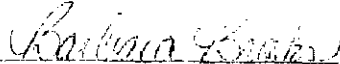
  
Clerk of Council

EXHIBIT A-3

**OPERATION AND GOVERNANCE  
PLAN**

# RECORD OF ORDINANCES

Date of Local Blank, Inc.

Form No. 10003

Ordinance No. 7258

Passed March 22, 2004

## ORDINANCE NO. 7258

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF RITTMAN, WAYNE AND MEDINA COUNTIES, OHIO, TO APPROVE THE PLAN OF OPERATION AND GOVERNANCE FOR THE CITY OF RITTMAN'S ELECTRIC AGGREGATION PROGRAM DECLARING AN EMERGENCY.**

WHEREAS, Revised Code 4928.20 permits a municipality to aggregate customers within their jurisdiction in order to facilitate "customer choice" in electric power suppliers and to promote lower cost electric utility services within the City; and

WHEREAS, on November 4, 2003, the electors of the City approved of the City's plan to create an aggregation program for customers located within the boundaries of the City; and

WHEREAS, Revised Code 4928.20(C) requires a governmental entity interested in the automatic registration of customers under governmental aggregation, subject to customer rights to "opt-out" of such an aggregation, to adopt a plan of operation and governance for its aggregation program; and

WHEREAS, this Ordinance constitutes an emergency measure providing for the immediate preservation of the public peace, property, health or safety in that opportunities to coordinate aggregation activities with certain suppliers of generation services may become limited.

NOW, THEREFORE, be it ordained by the Council of the City of Rittman, Counties of Wayne and Medina and State of Ohio, three-fourths of all members elected thereto concurring:

### SECTION ONE.

That this Council hereby adopts the City of Rittman Plan of Operation and Governance, (attached hereto and incorporated herein by reference as Exhibit A) for the implementation and administration of the City's municipal aggregation program in accordance with Revised Code 4928.20 (C).

# RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 0001

Ordinance No. 7258

Passed March 22

20 04

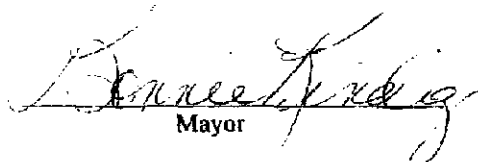
## SECTION TWO.

Said Plan of Operation may be modified from time to time in order to comply with future rule changes which may be implemented by the Public Utilities Commission of Ohio.

## SECTION THREE.

That this Ordinance is hereby declared to be an emergency measure and shall become effective immediately upon its adoption, and that the City's aggregation program shall thereafter commence in accordance with the adopted Plan of Operation and Governance that has been established pursuant to Revised Code Chapter 4928.

Passed: March 22, 2004

  
Mayor

Attest:

  
Clerk of Council

# **City of Rittman, Ohio Municipal Electric Aggregation Program**

## **Plan of Operation and Governance**

**Adopted  
March 22, 2004**

## **Overview**

At the November 4, 2003 general election, local residents authorized the City of Rittman ("the City") to create a municipal opt-out electric aggregation program ("the Aggregation Program") as provided under Section 4928.20 of the Ohio Revised Code. Under the opt-out electric aggregation program, all eligible electric consumers within the City's corporation limits will be automatically included in the Aggregation Program initially. However, all consumers will also be given the opportunity to opt out of or decline participation in the Aggregation Program as detailed herein.

The City's purpose in creating the Aggregation Program is to represent local consumer interests in emerging competitive electricity markets by aggregating electric loads within the City's corporation limits (including municipal facilities) and negotiating affordable, reliable electric supplies and other related services on behalf of local consumers. The City may pursue this purpose individually or in cooperation with other entities.

Many small commercial and residential electric consumers lack the knowledge and leverage to effectively negotiate power 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.

The Aggregation Program is designed to reduce the amount a consumer pays for electric energy, and to gain other favorable economic and non-economic terms in service contracts. The City will not buy and resell power, but will represent collective consumer interests to set terms and conditions for service. Through a negotiation process, the City will develop a contract with a Competitive Retail Electric Services Provider (CRES Provider) or Providers for firm all-requirements electric service. The contract will run for a fixed term (i.e., one to five years). Once the contract has been finalized, it will be submitted to the Rittman City Council for approval.

Initially, each eligible consumer within the City's corporation limits will be automatically included in the Aggregation Program on a non-discriminatory basis. However, prior to actual enrollment, each consumer will receive a notice from the City 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 Ohio Edison's Standard Offer Generation Service until such time as they select an approved CRES Provider. A similar opt-out period will be offered every two years during which time consumers can leave the Aggregation Program without paying an ~~early termination~~ fee.

Participants who leave the Aggregation Program and wish to return, as well as consumers who move into the City after the initial opt-out period will be afforded the opportunity to enroll in the

Aggregation Program. However, the City cannot guarantee rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period.

Participants who relocate within the City limits ~~and retain the same Ohio Edison 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, provided the Ohio Edison rate classification is the same at both locations, and subject to any switching fees imposed by Ohio Edison.

The City will contract with a CRES Provider to implement and operate the Aggregation Program. Contracts for power supply and other related services will be negotiated, recommended, and monitored for compliance by the City on behalf of local consumers.

The Aggregation Program covers the power supply or generation portion only of a participant's electric bill. Ohio Edison will continue to deliver electricity to Aggregation Program participants' homes and businesses through its electric transmission and distribution system as a monopoly function regulated by the Public Utilities Commission of Ohio (PUCO). Ohio Edison will also continue to install, operate and maintain its system of poles, wires, transformers and other electric distribution components. Aggregation Program participants should continue to call Ohio Edison if their power goes out or if they have billing questions. The PUCO will continue to oversee Ohio Edison's electric safety and reliability service standards.

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

### **Plan of Operation and Governance**

The Rittman City Council shall approve through resolution or ordinance 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 Rittman City Council approval and filing with the PUCO.

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

### **Aggregation Program Management**

Oversight of the Aggregation Program will be the responsibility of the City Manager or City Manager designee, who shall report to the City Council. The City Manager or City Manager designee will have the authority to develop specifications for the Aggregation Program, to appoint an Aggregation Program Manager, and to select, hire and manage the CRES Provider.



The CRES Provider and the Aggregation Program Manager will work under the direction of the City Manager or City Manager designee with the advice and counsel of the City Attorney.

Due to the complexity of the electric utility industry and the uncertainties of its associated restructuring activities, the City Manager or City Manager designee may contract with a consultant or consultants to provide the necessary expertise to represent the City'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 CRES Provider contracts, and representing the City in dealings with CRES Providers, Ohio Edison, the Ohio Legislature, the PUCO and the OCC.

The CRES Provider's rates will include an administrative fee, which shall (if implemented) be collected on behalf of the City to fund the implementation and administration of the City's Aggregation Program. The administrative fee will be adjusted annually to cover the City's cost of administering the program. The fee will be reviewed annually to ensure that the amounts collected do not exceed the cost of administering the aggregation program.

#### **Selection of a CRES Provider**

The City will not buy and resell power to Aggregation Program participants. The City will negotiate with potential CRES Providers to provide affordable, reliable electric supplies and other electric related services on behalf of local consumers. The City will consider cooperating with other governmental aggregators if it appears beneficial to do so.

Through a negotiation process, the City will develop a contract with a CRES Provider or Providers for firm, all-requirements service. The City will contract only with a CRES Provider or Providers that meet at a minimum the following criteria:

1. Certified CRES Provider by the PUCO
2. Registered with Ohio Edison
3. Have a service agreement under Ohio Edison's Open Access Transmission Tariff
4. Successfully completed Electronic Data Interchange (EDI) computer system testing with Ohio Edison and that CRES Provider's EDI computer system is capable of effectively processing Aggregation Program EDI transactions in a timely manner
5. Meet standards of creditworthiness established by the City
6. Have a customer call center capable of effectively handling participants' questions, concerns and disputes in a timely manner using a toll-free telephone number
7. Hold the City harmless from any financial obligations arising from offering electricity and/or energy-related services to Aggregation Program participants

The CRES Provider's contract will run for a fixed term (i.e., one to five years) and contain all pricing, charges, ~~early termination~~ fees, etc. in clear and easily understood terms.

The City will require any CRES Provider to disclose any subcontractors that it uses in fulfillment of the services described herein.

The Rittman City Council will approve through resolution or ordinance the contracts entered into by the City with the CRES Provider.

### **Electric Supply Charges**

The City will aggregate electric loads within the City's corporation limits (including municipal facilities) and negotiate mutually agreeable price terms with CRES Providers for affordable, reliable electric supplies and other related services on behalf of local consumers. The City may pursue this purpose individually or in cooperation with other entities. CRES Providers will supply information on electric supply charges by Ohio Edison customer rate classification or other appropriate pricing category as approved by the City. All electric supply charges will be fully and prominently disclosed in consumer enrollment materials and will be subject to approval by the Rittman City Council.

### **OHIO EDISON's Regulated Customer Classifications and Rates**

OHIO EDISON assigns customer rate classifications; character of service and associated regulated rates subject to PUCO approved tariffs. In addition to the CRES Provider's generation charges, consumers will continue to be billed for Ohio Edison's service and delivery charges. Although the City may participate in regulatory proceedings and represent the interests of consumers regarding these regulated rates, it cannot assign or alter customer rate classifications.

It is the intention of the city to offer its aggregation program to eligible customers in any and all customer classifications, and in all rate categories, for which the CRES Provider can offer a savings compared to the EDU's generation cost.

### **Developing the Pool of Eligible Accounts**

The City shall request the EDU to provide current customer information for all customers within the municipal boundaries. The provided information shall include:

- Customer name;
- Customer service address;
- Customer billing address;
- EDU customer account number;

- EDU rate code;
- EDU PIPP code;
- Customer load data;
- Whether or not a customer has a present contract with a CRES Provider;
- Whether or not a customer has a special service contract with the EDU.

From this information, the City and the CRES Provider will develop the pool of customers eligible to participate in the aggregation program, for which the CRES Provider can offer savings.

### **Initial Consumer Notification and Enrollment**

After contract approval by the Rittman City Council, the CRES Provider will work with the City and Ohio Edison to identify all eligible consumers within the City's corporation limits.

All eligible consumers will be notified in writing 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 of or decline participation in the program. Consumers will be given twenty-one (21) days from the postmark date of the opt out letter in which to notify the City that they wish to opt out of, or decline participation in, the Aggregation Program. Consumers opting out of the program will remain on Ohio Edison's Standard Offer Generation Service, until such time as they select an approved CRES Provider.

Consumers may use one or more of the following methods to opt out of the program:

- 1) Returning a post card or other form provided in the opt-out letter
- 2) Telephone
- 3) Internet

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

Consumers ineligible to participate in the Aggregation Program include those customer accounts that are located outside the City's municipal boundaries, customers who are in contract with a CRES provider, or customers in a "special rate" contract with Ohio Edison and Percentage of Income Payment Plan (PIPP) consumers. The aggregation of PIPP customers is under the direction of the State of Ohio.

Consumers enrolled in the Aggregation Program by the CRES Provider will receive a letter from Ohio Edison notifying them of their enrollment. Consumers will have seven calendar days to notify Ohio Edison of any objection to their enrollment in the Aggregation Program. Ohio

Edison will notify the CRES Provider of consumer objections or any reason that a consumer was not enrolled in the Aggregation Program and CRES Provider will maintain a list of customers who have opted out under the program rules. The CRES Provider will report to the City the status of Aggregation Program enrollment on at least a monthly basis.

### **Leaving the Aggregation Program**

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

- During the initial 21-day opt-out period
- During subsequent opt-out period offered by the City 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 an early termination 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 City may be subject to an early termination fee.

Any consumer who opts out of the Aggregation Program will be returned to Ohio Edison's Standard Offer Generation Service until such time as the consumer selects another approved CRES Provider.

### **CRES Provider Responsibilities**

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

The CRES Provider will provide and maintain the required Electronic Data Interchange (EDI) computer system to effectively process Aggregation Program enrollments, opt outs, billing, etc, with Ohio Edison.

The CRES 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 CRES Provider will develop internal controls and processes to help ensure that the City 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.

### **New and Returning Participants**

Participants who leave the Aggregation Program and wish to return, participants who initially opt out of the program and later wish to join, and consumers who move into the City after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program. However, the City cannot guarantee rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. Consumers may contact the office of the City Manager or City Manager designee to obtain current enrollment information.

Participants who relocate within the City limits ~~and retain the same Ohio Edison 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, provided the Ohio Edison rate classification is the same at both locations, and subject to any switching fees imposed by Ohio Edison.

The CRES Provider will comply with all local, state and federal rules and regulations regarding discontinuing service to Aggregation Program participants.

### **Billing**

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

### **Questions and Concerns**

The Aggregation Program only impacts the source of generation or power supply. Ohio Edison will continue to deliver the electricity purchased through the Aggregation Program to participants' homes and businesses through its electric transmission and distribution system. Participants with question or concerns regarding service delivery or safety, such as a power outage, a downed power line, sparking power lines or equipment, low voltage, etc. should continue to contact Ohio Edison at 800-633-4766. Meter reading or other billing questions should also be directed to Ohio Edison at 800-633-4766. Questions regarding Aggregation Program enrollment, opting out and operation should be directed to the Aggregation Program Manager.

<b>Question or Concern</b>	<b>Contact</b>	<b>Phone Number/e-mail</b>
Power outage or interruption	Ohio Edison	800-366-7899
Turn power on or off	Ohio Edison	800-633-4766
Meter reading/billing	Ohio Edison	800-633-4766
To enroll in or opt out of the	<b>CRES Provider First Energy Solutions</b> Hours: M-F: 7:00 AM-7:00 PM	<b>888-254-6359</b>
Aggregation Program Questions or concerns	City of Rittman	330-925-2056
Unresolved disputes (residential customers)	Ohio Consumer's Counsel	877-742-5622 (toll free) occ@occ.state.oh.us
Unresolved disputes (all customers)	Public Utilities Commission of Ohio	(800)-686-7826 (voice) (800)-686-1570 (TDD)

### **Reliability and Indemnification of Consumers**

Electric service reliability is an essential to Aggregation Program participants. The City will strive to provide high-quality service and reliability through provisions of the CRES Provider contract, through traditional proceedings related to Ohio Edison's regulated transmission and distribution services; and through direct discussions with Ohio Edison concerning specific or general problems related to quality and reliability of its transmission and distribution system.

If for any reason a CRES Provider fails to provide uninterrupted service, the City will attempt to acquire an alternative power supply. If this attempt fails, participants will default to Ohio Edison's Standard Offer Generation Service. In no case will participants be without power as the result of the CRES Provider's failure to provide uninterrupted service. The City will seek to minimize this risk by contracting only with reputable CRES Providers that demonstrate reliable service. The City also intends to include conditions in its CRES Provider contract that will indemnify participants against risks or problems with power supply service and price.

### **Participant Rights**

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 CRES 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 City's corporation limits shall be eligible to participate in the Aggregation Program on a non-discriminatory basis subject to the terms and conditions described herein, Ohio law, PUCO rules and regulation governing electric service, and Ohio Edison's 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. CRES Provider contracts shall contain 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 Ohio Edison's Standard Offer Generation Service and participation in the Aggregation Program.

### **Participant Responsibilities**

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.

### **Termination of the Aggregation Program**

The Aggregation Program may be discontinued upon the termination or expiration of the CRES Provider contract without any extension, renewal or subsequent contract being executed. In the event of Aggregation Program termination, each participant will receive notification 90 days prior to such program termination and could return to Ohio Edison's Standard Generation Offer Service or select another approved CRES Provider.

### **Definitions**

#### ***Aggregation***

Combining the electric loads of multiple customers for the purposes of supplying or arranging for the supply of competitive retail electric service to those customers.

*Aggregation Program Manager*

The person or entity designated by the City Manager or City Manager designee to oversee the operation and management of the City of Rittman's Municipal Electric Aggregation Program.

*Competitive Retail Electric Service (CRES)*

A component of retail electric service that is deemed competitive under the Ohio Revised Code or pursuant to an order of the PUCO. This includes but is not limited to the services provided by competitive retail electric service providers, power marketers, aggregators and governmental aggregators.

*Competitive Retail Electric Service Provider (CRES Provider)*

A person or entity certified by the PUCO and registered with Ohio Edison who supplies or offers to supply a competitive retail electric service over Ohio Edison's electric transmission and/or distribution system. This term does not apply to Ohio Edison in its provision of standard offer generation service.

*Consumer*

Any person or entity that is an end user of electricity and is connected to any part of Ohio Edison's electric transmission or distribution system within the City of Rittman's corporation limits.

*Delivery Charge*

Charge imposed by Ohio Edison for delivering electricity to a consumer's home or business. The charge includes meter reading, billing, transition costs, maintaining electric system reliability and responding during emergencies and outages (also called the distribution charge).

*Distribution*

The delivery of electricity to a consumer's home or business over Ohio Edison's local poles, wires, transformers, substations, and other equipment. Ohio Edison's distribution system operations will remain regulated by the PUCO.

*Electric Related Service*

A service that is directly related to the consumption of electricity at a consumer's home or business. This may include, but is not limited to, the installation of demand side management measures at a consumer's premises, the maintenance, repair or replacement



of appliances, lighting, motors or other energy-consuming devices at a consumer's premises, and the provision of energy consumption measurement and billing services.

*Electric Supply Charge*

All charges related to the generation of electricity by the CRES Provider.

*Governmental Aggregator*

An incorporated village or city, township or county acting as an aggregator for the provision of a CRES under authority conferred under Section 4928.20 of the Ohio Revised Code.

*Kilowatt (kW)*

A kilowatt is 1,000 watts

*Kilowatt-hour (kWh)*

A kilowatt-hour is 1,000 watts of electricity used for one hour. For example, a 1,000-watt appliance operating for one hour or a 100-watt light bulb operating for ten hours will consume one kilowatt-hour of electricity. Consumers are charged for electricity in cents per kilowatt-hour.

*Ohio Consumers' Counsel (OCC)*

The Ohio Consumers' Counsel (OCC) was established by the Ohio Legislature in 1976 to represent the interests of Ohio's four million residential utility customers served by investor-owned utilities in proceedings before the PUCO, other regulatory agencies and in the courts. The OCC also educates consumers about utility issues and resolves complaints individuals have with investor-owned utility companies.

*Participant*

A consumer enrolled in the City of Rittman's Municipal Electric Aggregation Program.

*Public Utilities Commission of Ohio (PUCO)*

The state agency charged with assuring all consumers (residential commercial and industrial) served by investor-owned utilities have access to adequate, safe, and reliable utility services at fair prices. The PUCO regulates a wide variety of investor-owned utilities, including electric, natural gas, pipeline, heating/cooling, local telephone, long distance telephone, waterworks, wastewater, railroad, household goods carriers, water transportation, hazardous materials carriers, and commercial transportation carriers.

*Standard Offer Generation Service*

The electric generation service a consumer will receive from Ohio Edison (the default electric service provider) if the customer does not choose a CRES Provider.

EXHIBIT A-4

**AUTOMATIC AGGREGATION  
DISCLOSURE**

\_\_\_\_\_, 2005

Dear Rittman Commercial Electric Customer,

The City of Rittman is providing you with the opportunity to join with other businesses to save money on the electricity you use. Savings are possible through a concept called government 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. Rittman's voters approved this program in November 2003.

There is no cost for enrollment. You do not need to do anything to participate. We have chosen FirstEnergy Solutions Corp., a subsidiary of FirstEnergy Corp., to provide you with electric generation – or the competitive portion of your electric bill – for a two-year term. If you switch back to Ohio Edison at a later date, you may not be served under the same rates, terms and conditions that apply to other customers served by Ohio Edison.

As a member of this program, you are guaranteed to save 2 percent on your electric supply for the next two years. This percentage discount will be taken off your "generation shopping credit," which will appear on your electric bill after you have been enrolled in the City's government aggregation program. The generation shopping credit — which varies each month depending on your usage — represents the amount credited to you if you switch to an alternative supplier, such as FirstEnergy Solutions.

To estimate what your savings per kilowatt-hour will be by joining this program, locate your price to compare on your electric bill. The price to compare will help determine the money you'll save by switching to another energy supplier. Multiply your price to compare by .98 (98%). Then take that result and subtract it from your price to compare that appears on your bill to estimate how much you'll save each month on electric supply.

You'll see your electric savings from FirstEnergy Solutions after your paperwork has been completed and your switch has been finalized. Of course, you are not obligated to participate in Rittman's electric government aggregation program. You have until \_\_\_\_\_, 2005 to return the enclosed "opt-out" form if you wish to be excluded from the City's electric government aggregation program and remain a full-service customer of Ohio Edison. If you don't opt out at this time, you will receive a notice at least every two 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 switching fee from FirstEnergy Solutions.

**WARNING: IF YOU ARE ALREADY IN A CONTRACT WITH A COMPETITIVE RETAIL ELECTRIC SERVICE PROVIDER OTHER THAN FIRSTENERGY SOLUTIONS YOU MAY INCUR A CONTRACT TERMINATION FEE OR OTHER CHARGES IF YOU FAIL TO OPT-OUT OF THE AGGREGATION PROGRAM.**

In Ohio's deregulated electric environment, your local electric utility – Ohio Edison – will continue to maintain the system that transmits and delivers power to your business. You won't see any new poles or wires, and you will continue to receive a single, easy-to-read bill from your electric operating company with your FirstEnergy Solution 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.

Sincerely,

The City of Rittman

***P.S. Remember to return the opt-out form only if you do not want to participate in the City's electric government aggregation program.***

**OPT-OUT FORM – CITY OF RITTMAN ELECTRIC GOVERNMENT AGGREGATION PROGRAM**

**BUSINESS**

**By returning this signed form, you will be excluded from the opportunity to join with other businesses in the City of Rittman Electric Government Aggregation Program.**

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

Ohio Edison account holder name (please print clearly): \_\_\_\_\_

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

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

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

Mail by \_\_\_\_\_, 2005 to: City of Rittman Electric Government Aggregation Program, 395 Ghent Road, Suite 413, Akron, Ohio 44333

## **Rittman Electric Aggregation Program — Frequently Asked Questions**

### **What is aggregation?**

Under governmental aggregation, City 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 licensed electric generation supplier on my behalf?**

In November 2003, Rittman 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 government aggregation program?**

When you join the City's government aggregation program, your electric utility will provide you with a "generation shopping credit," which is available on your electric bill after you have been enrolled in the City's government aggregation program.

The generation shopping credit — which varies each month — represents the amount credited to you if you switch to an alternative electric supplier, such as FirstEnergy Solutions. Under the City's aggregation program, the price you pay for electric supply will be **2 percent** lower for commercial customers than your generation shopping credit. In other words, each month, you'll pay that percent less for electric supply than if you had not joined the City's government aggregation program.

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

"Opt out" means that you can decide not participate in the City's electric aggregation program. By returning the opt-out form, which is included in this mailing, you will not be enrolled as an electric customer with FirstEnergy Solutions, the City's electric generation supplier.

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

If you do not return the opt-out form postmarked by the required date, you will be included in the City's electric aggregation program and will begin receiving competitively priced electricity from FirstEnergy Solutions.

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

Yes, but you could be subject to a switching fee from FirstEnergy Solutions (See the enclosed Terms and Conditions). However, you will be sent a notice at least every two years asking if you wish to remain in the program. At that point, you may opt out at no cost.

### **What are my energy 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 a new electric supplier. A list of suppliers certified by the Public Utilities Commission of Ohio and their current prices is available by calling the Ohio Electric Choice answer center at 1-888-632-1314 or by visiting [www.ohioelectricchoice.com](http://www.ohioelectricchoice.com).

### **May I get back into the City's electric aggregation program after I have opted-out?**

Unfortunately, you will have to wait until the next enrollment period.

### **Can I opt out over the phone?**

No, you must mail in your completed form and it must be postmarked by the deadline.

### **Who is FirstEnergy Solutions?**

FirstEnergy Solutions is an unregulated energy subsidiary of FirstEnergy Corp. FirstEnergy Solutions is a leading supplier of electricity, natural gas, energy and facility management solutions.

**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.

**Can I join the City's electric aggregation program if I am already under contract with another electricity supplier?**

Many electric suppliers will charge a penalty for breaking your contract before it expires. You should opt out of the City's electric aggregation program to maintain your contract with your current electric supplier. See your current electric supplier for more information.

**If I do join Rittman'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 transmission and distribution of power to your home or business. Since your local electric utility still owns the wires and poles that delivers power to you, it will continue to read your meter and restore power after an outage.

**Does FirstEnergy Solutions charge any fees?**

Late charges may apply for past due balances. At the present time, residential customers will pay a late charge of 1.5 percent per month for delinquent account balances.

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

In this program, the price you pay for electric generation from FirstEnergy Solutions will vary each month depending on your usage and the amount of your generation shopping credit. However with FirstEnergy Solutions you'll save **2 percent** off the competitive portion of your electric bill regardless of how much electricity you use, or when you use it.

**What will my electric bill look like under the City's electric aggregation program?**

There are three parts to your electrical power system: transmission, distribution and generation. Your energy bill will look different under deregulation because the rates you pay after joining the City's electric aggregation program will be unbundled, or split into separate charges on the bill.

Your bill from your local electric company will include these charges:

- A generation charge to buy power from your electricity supplier
- A transmission charge from your electricity supplier to bring the power from the energy supplier to your area
- A distribution charge from your local electric company to deliver electricity to your home or business
- A market transition charge that enables your local electric company to recover the costs of changing to a competitive industry

**What if I have a special rate with my local electric company?**

You will want to determine if switching to FirstEnergy Solutions will adversely affect your overall bill. If you utilize the off-peak demand forgiveness, EDR, SAED, or other riders, or are currently under a special contract or non-shoppable rate, you may pay increased rates by switching. If you have any questions, you may want to call your local utility company.

**FirstEnergy Solutions Corp.  
Government Aggregation Residential and Small Commercial Electric Generation  
Terms & Conditions**

These terms and conditions together with the enrollment information constitutes the agreement for electric generation service, between FirstEnergy Solutions Corp., and the Customer, who chose to remain in the community aggregation program by not "opting-out" or exercising the right of rescission ("Contract"). For commercial customers, this Contract is valid for customers with a peak demand ranging from 1 kW to 299 kW. This Contract will become null and void for any individual commercial customer account with peak demand above 299 kW.

FirstEnergy Solutions Corp. ("FES") is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply electric generation services in Ohio. FES sets the generation prices and charges that the Customer pays. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

**RIGHT OF RESCISSION** – If Customer does not opt out and becomes a participant in the community program, the Customer's EDU will send a confirmation notice of the transfer of service. Customer may cancel this Contract within seven (7) calendar days following the postmark date of the confirmation notice from the Electric Distribution Utility ("EDU") by calling the EDU or by written notice to the EDU, which is effective on the postmark date. If Customer cancels, the EDU will give Customer a cancellation number. The Right of Rescission only applies when Customer switches suppliers. It does not apply when Customer renews a Contract. The EDU will not send a confirmation notice for Contract renewals.

**DEFINITIONS**

Generation Service – Production of electricity.

Distribution Service – Physical delivery of electricity to Customers by the EDU.

Delivery Point – That point on the electric system at which the EDU's tariff provides for the receipt and final delivery of the electricity to the Customer.

**TERMS AND CONDITIONS OF SERVICE**

1. **Basic Service Prices.** During the term of this Contract, for all electric generation delivered by FES to Customer, Customer agrees to pay FES the price specified in the opt-out notification.

For 2005, Customer will be billed at the percentage off or the price specified in the opt-out notification. The customer's price per kwh will vary based on the generation shopping credit, which may change monthly as calculated by the EDU based on Customer's usage and usage pattern. In addition to the charge for generation services, Customer will be charged by the EDU for distribution, transmission, ancillary and various other charges.

For the period 2006 through 2008, the generation pricing under this Agreement will be calculated as the specified percentage off the sum of the generation charge ("g") and 100% of the Rate Stabilization Charge ("RSC") ("Generation Charge"), both as set forth in the Electric Utility's applicable tariff, provided however in no event may the Generation Charge exceed the 2005 shopping credit level specified in PUCO Case No. 99-1212-EL-ETP et al., plus the potential addition of future fuel and tax related charges, as permitted by the Public Utilities Commission of Ohio ("PUCO") in Case No. 03-2144-EL-ATA et al. ("Rate Stabilization Plan"), as may be subsequently approved by the PUCO. Supplier reserves the right to unilaterally modify this billing format in the event the Electric Utility reduces the level of the generation charge ("g") and/or the RSC below the level approved in the Rate Stabilization Plan, or in the event the Electric Utility is unable or unwilling to provide consolidated billing in this format.

In addition to the Generation Charge described above, Supplier will charge Customer for any and all fees, costs, and obligations imposed by a Regional Transmission Organization ("RTO"), such as the Midwest ISO, 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"). Supplier will pass these Midwest ISO/Transmission and Ancillary Charges, which may be variable, through to the Customer and Customer will receive no discount or percent-off of these Midwest ISO/Transmission and Ancillary Charges.

The Customer's price will vary based on the generation shopping credit, which may change monthly according to the EDU. In addition to the foregoing, Customer may be charged a \$5 switch fee per account. For fixed and variable rate offers, Customer will incur additional service and delivery charges from the EDU.

If any regional transmission organization or similar entity, Electric Utility, regulatory agency, or court having jurisdiction over this Agreement requires a change to the terms of the Agreement, or imposes new or additional charges or requirements upon all similarly situated suppliers that adversely and materially impacts Supplier's ability to economically perform or otherwise provide Electricity Supply pursuant to this Agreement, Customer agrees that Supplier may pass this new or additional charge or requirement through to the Customer. Changes include, without limitation, transmission or capacity requirements or charges that may be imposed upon all similarly situated suppliers after the Effective Date by a regional transmission organization, independent transmission system operator, independent transmission provider, or government agency, and new or modified transition charges or shopping credits and other charges to retail electric customer access programs.

2. **Length of Contract.** Service under this Contract, as a part of Customer's community's program, will begin with the next available meter reading after the processing of Customer request by the EDU and FES, as determined by the 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.
3. **Billing.** The EDU will bill Customer monthly for both FES services and EDU services on a combined monthly bill. All applicable taxes shall be listed separately on the monthly bill statement in accordance with State and Local tax law. Each account shall be billed as 0% exempt from such taxes until valid Ohio Sales and Use Tax Exemption Certificate has been received by the EDU. FES does not offer budget billing.
4. **Penalties, Fees and Exceptions.** If Customer does not pay the full amount that the Customer owes FES by the due date of the bill, Customer will be charged a 1.5% late payment charge per month.
5. **Cancellation/Termination Provisions.** If Customer does not pay bill by the due date, FES may cancel this Contract after giving Customer a minimum of fourteen (14) days written notice. Customer may be returned to EDU and forfeit the right to choose another CRES provider until arrearages are paid in full. Customer will remain responsible to pay FES for any electricity used before this Contract is cancelled, as well as all late payment charges on past due amounts. Customer may terminate this Contract, without penalty, if Customer moves out of the current EDU service territory or into an area where FES will charge a different price, by providing FES with a thirty (30) day written notice. *There will be a \$25 charge if Customer terminates this Contract for any other reason, except as expressly provided herein.*
6. **Contract Expiration.** Customer is responsible for arranging for its supply of electricity upon termination of this Agreement. If this Agreement is terminated prior to the end of 2008, if Customer has not selected another supplier, Customer will be returned to the Electric Utility and will be charged market price for its electric generation service from the Electric Utility as approved by the PUCO in Case No. 03-2144-EL-ATA.
7. **Service by EDU.** This Contract automatically terminates on the same date that electric service from the EDU is disconnected or discontinued. If this should occur, please contact FES to discuss Customer options.
8. **Dispute Procedures.** Contact FES with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 7AM - 7PM EST or in writing at 395 Ghent Road, Attn: Contract Administration, Akron, OH 44333. Our web address is [www.firstenergysolutions.com](http://www.firstenergysolutions.com). Customers may call the PUCO if they are not satisfied after discussing the terms with FES at 1-800-686-PUCO (7826) (toll-free) or 614-466-3292 or for TDD/TTY toll-free at 1-800-686-1570 or 1-614-466-8180 from 8:00 am to 5:00 pm weekdays or in writing at 180 E. Broad Street, Columbus, OH 43215-3793 or visit the PUCO website at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Customers may also call the Ohio Consumers' Counsel (OCC) toll free at 1-877-742-5622 from 8:30 am to 5:30 pm weekdays or visit the OCC website at [www.pickocc.org](http://www.pickocc.org).
9. **Customer Consent.** By choosing not to opt-out of Customer's community's program Customer understands and agrees to the terms and conditions of this Contract with FES. This Contract shall be considered executed by FES following the end of the 21 day opt-out period and the 7 day rescission period if Customer does not opt-out or, and subsequent acceptance by Customer's EDU.
10. **Miscellaneous.**

EDU may charge Customer switching fees.

Customer has 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 Customer Social Security Number and/or account number(s) without Customer's written consent, except for purposes of commercial collection, credit reporting, participation in Universal Service Fund or assignment of a customer to another CRES provider.

An Environmental Disclosure Form has been included with this Contract.

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

By accepting this Contract, Customer is authorizing the EDU to provide FES with information about Customer account. This information includes, but is not limited to, billing history, historical and future usage, meter readings and types of service.

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, Customer should contact the EDU at the number specified by the EDU.

If Customer account information provided to FES by Customer is incorrect, FES reserves the right to reprice the applicable account(s) or terminate the contract.

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.



March 16, 2007

Dear Rittman Resident,

The City of Rittman is providing you with the opportunity to join with other residents to save money on the electricity you use. Savings are possible through a concept called government 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. Rittman's voters approved this program in November 2003.

There is no cost for enrollment and you will not be charged a switching fee. You do not need to do anything to participate. The City has researched options for competitive electricity pricing for you. We have chosen FirstEnergy Solutions Corp., a subsidiary of FirstEnergy Corp., to provide you with electric generation – or the competitive portion of your electric bill through December 2008.

As a member of this program, you are guaranteed to save 4 percent on your electric supply. This percentage discount will be taken off your "generation shopping credit," which will appear on your electric bill after you have been enrolled in the City's government aggregation program. The generation shopping credit – which varies each month depending on your usage – represents the amount credited to you if you switch to an alternative supplier, such as FirstEnergy Solutions.

To estimate what your savings per kilowatt-hour will be by joining this program, locate your price to compare on your electric bill. The price to compare will help determine the money you'll save by switching to another energy supplier. Multiply your price to compare by .96 (96%). Then take that result and subtract it from your price to compare that appears on your bill to estimate how much you'll save each month on electric supply.

You'll see your electric savings from FirstEnergy Solutions after your enrollment has been completed and your switch has been finalized. Of course, you are not obligated to participate in Rittman's electric government aggregation program. You have until April 6, 2007 to return the attached "opt-out" form if you wish to be excluded from the City's electric government aggregation program and remain a full-service customer of Ohio Edison. If you don't opt out at this time, you will receive a notice at least every two 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. If you switch back to Ohio Edison at a later date, you may not be served under the same rates, terms and conditions that apply to other customers served by Ohio Edison.

**WARNING: IF YOU ARE ALREADY IN CONTRACT WITH A COMPETITIVE RETAIL ELECTRIC SERVICE PROVIDER YOU MAY INCUR A CONTRACT TERMINATION FEE OR OTHER CHARGES IF YOU FAIL TO OPT-OUT OF THE AGGREGATION**

After you become a participant in this government aggregation program, Ohio Edison 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 government aggregation program, you don't need to take any action when this letter arrives.

In Ohio's electric environment, your local electric utility – Ohio Edison – will continue to maintain the system that transmits and delivers power to your home. You won't see any new poles or wires, and you will continue to receive a single, easy-to-read bill from your electric operating company with your FirstEnergy Solutions charges included. The only thing you'll notice is savings.

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

Sincerely,

The City of Rittman

**P.S. Remember to return the opt-out form only if you do not want to participate in the City's electric government aggregation program.**

**OPT-OUT FORM - CITY OF RITTMAN RESIDENTIAL ELECTRIC GOVERNMENT AGGREGATION PROGRAM**

**RESIDENT**

By returning this signed form, you will be excluded from the opportunity to join with other residents in the City of Rittman Electric Government Aggregation Program.

I wish to opt out of the City of Rittman Electric Government Aggregation Program.

☐

(Check box to opt out.)

Service address (city, state and zip):

Phone number:

Account holder's signature:

Date:

Mail by April 6, 2007 to: City of Rittman Electric Government Aggregation Program, 395 Ghent Road, Suite 413, Akron, Ohio 44333

## **City of Rittman Electric Aggregation Program — Frequently Asked Questions**

### **What is aggregation?**

Under governmental aggregation, City 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 City of Rittman able to choose a licensed electric generation supplier on my behalf?**

In November 2003, City of Rittman 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 government aggregation program?**

When you join the City's government aggregation program, your electric utility will provide you with a "generation shopping credit," which is available on your electric bill after you have been enrolled in the City's government aggregation program.

The generation shopping credit — which varies each month — represents the amount credited to you if you switch to an alternative electric supplier, such as FirstEnergy Solutions. Under the City's aggregation program, the price you pay for electric supply will be **4 percent** lower for residential customers than your generation shopping credit. In other words, each month, you'll pay that percent less for electric supply than if you had not joined the City's government aggregation program.

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

"Opt out" means that you can decide not participate in City of Rittman's electric aggregation program. By returning the opt-out form, which is included in this mailing, you will not be enrolled as an electric customer with FirstEnergy Solutions, Rittman's electric generation supplier.

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

If you do not return the opt-out form postmarked by the required date, you will be included in Rittman's electric aggregation program and will begin receiving competitively priced electricity from FirstEnergy Solutions.

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

Yes, but you could be subject to a \$25 switching fee from FirstEnergy Solutions. However, you will be sent a notice at least every two years asking if you wish to remain in the program. At that point, you may opt out at no cost.

### **What are my energy 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 a new electric supplier. A list of suppliers certified by the Public Utilities Commission of Ohio and their current prices is available by calling the Ohio Electric Choice answer center at 1-888-632-1314 or by visiting [www.ohioelectricchoice.com](http://www.ohioelectricchoice.com).

### **May I get back into the City's electric aggregation program after I have opted-out?**

Unfortunately, you will have to wait until the next enrollment period.

### **Can I opt out over the phone?**

No, you must mail in your completed form and it must be postmarked by the deadline.

### **Who is FirstEnergy Solutions?**

FirstEnergy Solutions is an unregulated energy subsidiary of FirstEnergy Corp. FirstEnergy Solutions is a leading supplier of electricity, natural gas, energy and facility management solutions.

**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.

**Can I stay on budget billing or have my payment automatically deducted from my checking account as I do now?**

Yes, Ohio Edison will continue to offer those programs. However, budget billing applies only to a portion of your Ohio Edison bill – the charges that include transmitting and distributing the electricity over the lines, maintaining equipment and providing emergency service.

The budget billing program **does not apply** to your charges from FirstEnergy Solutions. FirstEnergy Solutions is a different company from Ohio Edison. On your monthly Ohio Edison bill, you'll notice a charge from FirstEnergy Solutions for generation. This charge reflects the **actual** amount of electricity you used that month and may vary each month due to your usage. Keep in mind that you're still paying less for your electricity supply than if you hadn't joined the City's government aggregation program.

**Can I join the City's electric aggregation program if I am already under contract with another electricity supplier?**

Many electric suppliers will charge a penalty for breaking your contract before it expires. You should opt out of Rittman's electric aggregation program to maintain your contract with your current electric supplier. See your current electric supplier for more information.

**If I do join City of Rittman'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 transmission and distribution of power to your home or business. Since your local electric utility still owns the wires and poles that delivers power to you, it will continue to read your meter and restore power after an outage.

**Does FirstEnergy Solutions charge any fees?**

Late charges may apply for past due balances. At the present time, residential customers will pay a late charge of 1.5 percent per month for delinquent account balances.

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

In this program, the price you pay for electric generation from FirstEnergy Solutions will vary each month depending on your usage and the amount of your generation shopping credit. However with FirstEnergy Solutions you'll save **4 percent** off the competitive portion of your electric bill regardless of how much electricity you use, or when you use it.

**What will my electric bill look like under the City's electric aggregation program?**

There are three parts to your electrical power system: transmission, distribution and generation. Your energy bill will look different under deregulation because the rates you pay after joining the City's electric aggregation program will be unbundled, or split into separate charges on the bill.

Your bill from your local electric company will include these charges:

- A generation charge to buy power from your electricity supplier
- A transmission charge from your electricity supplier to bring the power from the energy supplier to your area
- A distribution charge from your local electric company to deliver electricity to your home or business
- A market transition charge that enables your local electric company to recover the costs of changing to a competitive industry

**FirstEnergy Solutions Corp.**  
**Government Aggregation Residential and Small Commercial Electric Generation**  
**Terms & Conditions**

These terms and conditions together with the enrollment information constitutes the agreement for electric generation service, between FirstEnergy Solutions Corp., and the Customer, who chose to remain in the community aggregation program by not "opting-out" or exercising the right of rescission ("Contract"). For commercial customers, this Contract is valid for customers with a peak demand ranging from 1 kW to 299 kW. This Contract will become null and void for any individual commercial customer account with peak demand above 299 kW.

FirstEnergy Solutions Corp. ("FES") is certified by the Public Utilities Commission of Ohio ("PUCO") to offer and supply electric generation services in Ohio. FES sets the generation prices and charges that the Customer pays. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

**RIGHT OF RESCISSION** – If Customer does not opt out and becomes a participant in the community program, the Customer's EDU will send a confirmation notice of the transfer of service. Customer may cancel this Contract within seven (7) calendar days following the postmark date of the confirmation notice from the Electric Distribution Utility ("EDU") by calling the EDU or by written notice to the EDU, which is effective on the postmark date. If Customer cancels, the EDU will give Customer a cancellation number. The Right of Rescission only applies when Customer switches suppliers. It does not apply when Customer renews a Contract. The EDU will not send a confirmation notice for Contract renewals.

**DEFINITIONS**

Generation Service – Production of electricity.

Distribution Service – Physical delivery of electricity to Customers by the EDU.

Delivery Point – That point on the electric system at which the EDU's tariff provides for the receipt and final delivery of the electricity to the Customer.

**TERMS AND CONDITIONS OF SERVICE**

1. **Basic Service Prices.** During the term of this Contract, for all electric generation delivered by FES to Customer, Customer agrees to pay FES the price specified in the opt-out notification.

For 2005, Customer will be billed at the percentage off or the price specified in the opt-out notification. The customer's price per kwh will vary based on the generation shopping credit, which may change monthly as calculated by the EDU based on Customer's usage and usage pattern. In addition to the charge for generation services, Customer will be charged by the EDU for distribution, transmission, ancillary and various other charges.

For the period 2006 through 2008, the generation pricing under this Agreement will be calculated as the specified percentage off the sum of the generation charge ("g") and 100% of the Rate Stabilization Charge ("RSC") ("Generation Charge"), both as set forth in the Electric Utility's applicable tariff, provided however in no event may the Generation Charge exceed the 2005 shopping credit level specified in PUCO Case No. 99-1212-EL-ETP et al., plus the potential addition of future fuel and tax related charges, as permitted by the Public Utilities Commission of Ohio ("PUCO") in Case No. 03-2144-EL-ATA et al. ("Rate Stabilization Plan"), as may be subsequently approved by the PUCO. Supplier reserves the right to unilaterally modify this billing format in the event the Electric Utility reduces the level of the generation charge ("g") and/or the RSC below the level approved in the Rate Stabilization Plan, or in the event the Electric Utility is unable or unwilling to provide consolidated billing in this format.

In addition to the Generation Charge described above, Supplier will charge Customer for any and all fees, costs, and obligations imposed by a Regional Transmission Organization ("RTO"), such as the Midwest ISO, 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"). Supplier will pass these Midwest ISO/Transmission and Ancillary Charges, which may be variable, through to the Customer and Customer will receive no discount or percent-off of these Midwest ISO/Transmission and Ancillary Charges.

The Customer's price will vary based on the generation shopping credit, which may change monthly according to the EDU. In addition to the foregoing, Customer may be charged a \$5 switch fee per account. For fixed and variable rate offers, Customer will incur additional service and delivery charges from the EDU.

If any regional transmission organization or similar entity, Electric Utility, regulatory agency, or court having jurisdiction over this Agreement requires a change to the terms of the Agreement, or imposes new or additional charges or requirements upon all similarly situated suppliers that adversely and materially impacts Supplier's ability to economically perform or otherwise provide Electricity Supply pursuant to this Agreement, Customer agrees that Supplier may pass this new or additional charge or requirement through to the Customer. Changes include, without limitation, transmission or capacity requirements or charges that may be imposed upon all similarly situated suppliers after the Effective Date by a regional transmission organization, independent transmission system operator, independent transmission provider, or government agency, and new or modified transition charges or shopping credits and other changes to retail electric customer access programs.

2. **Length of Contract.** Service under this Contract, as a part of Customer's community's program, will begin with the next available meter reading after the processing of Customer request by the EDU and FES, as determined by the 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.
3. **Billing.** The EDU will bill Customer monthly for both FES services and EDU services on a combined monthly bill. All applicable taxes shall be listed separately on the monthly bill statement in accordance with State and Local tax law. Each account shall be billed as 0% exempt from such taxes until valid Ohio Sales and Use Tax Exemption Certificate has been received by the EDU. FES does not offer budget billing.
4. **Penalties, Fees and Exceptions.** If Customer does not pay the full amount that the Customer owes FES by the due date of the bill, Customer will be charged a 1.5% late payment charge per month.
5. **Cancellation/Termination Provisions.** If Customer does not pay bill by the due date, FES may cancel this Contract after giving Customer a minimum of fourteen (14) days written notice. Customer may be returned to EDU and forfeit the right to choose another CRES provider until arrearages are paid in full. Customer will remain responsible to pay FES for any electricity used before this Contract is cancelled, as well as all late payment charges on past due amounts. Customer may terminate this Contract, without penalty, if Customer moves out of the current EDU service territory or into an area where FES will charge a different price, by providing FES with a thirty (30) day written notice. ***There will be a \$25 charge if Customer terminates this Contract for any other reason, except as expressly provided herein.***
6. **Contract Expiration.** Customer is responsible for arranging for its supply of electricity upon termination of this Agreement. If this Agreement is terminated prior to the end of 2008, if Customer has not selected another supplier, Customer will be returned to the Electric Utility and will be charged market price for its electric generation service from the Electric Utility as approved by the PUCO in Case No. 03-2144-EL-ATA.
7. **Service by EDU.** This Contract automatically terminates on the same date that electric service from the EDU is disconnected or discontinued. If this should occur, please contact FES to discuss Customer options.
8. **Dispute Procedures.** Contact FES with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 7AM – 7PM EST or in writing at 395 Ghent Road, Attn: Contract Administration, Akron, OH 44333. Our web address is [www.firstenergysolutions.com](http://www.firstenergysolutions.com). Customers may call the PUCO if they are not satisfied after discussing the terms with FES at 1-800-686-PUCO (7826) (toll-free) or 614-466-3292 or for TDD/TTY toll-free at 1-800-686-1570 or 1-614-466-8180 from 8:00 am to 5:00 pm weekdays or in writing at 180 E. Broad Street, Columbus, OH 43215-3793 or visit the PUCO website at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Customers may also call the Ohio Consumers' Counsel (OCC) toll free at 1-877-742-5622 from 8:30 am to 5:30 pm weekdays or visit the OCC website at [www.pickocc.org](http://www.pickocc.org).
9. **Customer Consent.** By choosing not to opt-out of Customer's community's program Customer understands and agrees to the terms and conditions of this Contract with FES. This Contract shall be considered executed by FES following the end of the 21 day opt-out period and the 7 day rescission period if Customer does not opt-out or, and subsequent acceptance by Customer's EDU.
10. **Miscellaneous.**

EDU may charge Customer switching fees.

Customer has 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 Customer Social Security Number and/or account number(s) without Customer's written consent., except for purposes of commercial collection, credit reporting, participation in Universal Service Fund or assignment of a customer to another CRES provider.

An **Environmental Disclosure** Form has been included with this Contract.

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

By accepting this Contract, Customer is authorizing the EDU to provide FES with information about Customer account. This information includes, but is not limited to, billing history, historical and future usage, meter readings and types of service.

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, Customer should contact the EDU at the number specified by the EDU.

If Customer account information provided to FES by Customer is incorrect, FES reserves the right to reprice the applicable account(s) or terminate the contract.

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.