

FILE

**FirstEnergy**  
Solutions

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Akron, OH 44320

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April 7, 2011

Ms. Renee Jenkins  
Public Utilities Commission of Ohio  
Docketing Division  
13<sup>th</sup> Floor  
180 East Broad Street  
Columbus, OH 43215-3793

PUCO

2011 APR - 8 AM 10:54

RECEIVED - DOCKETING DIV

**Re: Certification for Village of Stryker  
Case Number: 11-1051-EL-GAG**

Dear Ms. Jenkins:

Please find enclosed the Plan of Operation and Governance adopted by the Village of Stryker on January, 17, 2001 to replace the original Plan of Operation and Governance dated January 2001 that was inadvertently filed with the Certification Application for Governmental Aggregators dated February 25, 2011.

Should there be any questions or additional information needed, please contact me via phone 330-436-2724 or e-mail at [cappolito@fes.com](mailto:cappolito@fes.com).

Sincerely,



Collette Appolito  
Government Aggregation

enclosures

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.  
Technician RA Date Processed APR 08 2011

**Village of Stryker, Ohio  
Municipal Electric Aggregation  
Program**

**Plan of Operation and Governance**

**Adopted by Stryker Village Council  
January 17, 2001**

## **1. Overview**

At the November 7, 2000 general election, local residents authorized the Village of Stryker ("the Village") 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 Village'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 Village's purpose in creating the Aggregation Program is to represent local consumer interests in emerging competitive electricity markets by aggregating electric loads within the Village's corporation limits (including municipal facilities) and negotiating affordable, reliable electric supplies and other related services on behalf of local consumers. The Village 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 of consumer pays for electric energy, and to gain other favorable economic and non-economic terms in service contracts. The Village will not buy and resell power, but will represent collective consumer interests to set terms and conditions for service. Through a negotiation process, the Village 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 Stryker Village Council for approval.

Initially, each eligible consumer within the Village'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 Village 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 FirstEnergy's Standard Offer Generation Service until such time as they select an approved CRES Provider. A similar opt-out period will be offered every three 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 Village after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program. However, the Village 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 Village limits and retain the same FirstEnergy account number will be allowed to continue in the Aggregation Program at their new locations under the same terms and conditions as at their former locations, provided the FirstEnergy rate classification is the same at both locations.

The Village will enter into a Master Service Agreement 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 Village on behalf of local consumers.

The Aggregation Program covers the power supply or generation portion only of a participant's electric bill. FirstEnergy will continue to deliver electricity to Aggregation Program participants' homes and businesses through its electric transmission and distribution system regulated by the Public Utilities Commission of Ohio (PUCO). FirstEnergy 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 FirstEnergy if their power goes out or if they have billing questions. The PUCO will continue to oversee FirstEnergy's electric safety and reliability service standards.

The Village 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.

**2. Plan of Operation and Governance**

The Stryker Village 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 Stryker Village Council approval and filing with the PUCO.

**3. Aggregation Program Structure and Management**

Oversight of the Aggregation Program will be the responsibility of the Village Administrator, who shall report to the Mayor. The Village Administrator 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 Village Administrator with the advice and counsel of the Village Attorney.

Due to the complexity of the electric utility industry and the uncertainties of its associated restructuring activities, the Village Administrator may contract with a consultant or consultants to provide necessary expertise to represent the Village'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 Village in dealings with CRES Providers, FirstEnergy, the Ohio Legislature, the PUCO and the OCC.

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

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

Through a negotiation process, the Village will develop a Master Service Agreement (MSA) with a CRES Provider or Providers for firm, all-requirements service. The initial term of the MSA may be up to five (5) years corresponding with FirstEnergy's five-year retail electric competitive market development period or such shorter market development period as ordered by the PUCO.

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

- Certified as a CRES Provider by the PUCO
- Registered as a generation supplier with FirstEnergy
- Have a Service Agreement for Network Integration Transmission Service under FirstEnergy's or ATSI's Open Access Transmission Tariff, as appropriate
- Have a Service Agreement under FirstEnergy's Market-based Rate Tariff
- Demonstrate that its Electronic Data Interchange (EDI) computer network is fully functional and capable of handling aggregation requirements.
- Successfully completed EDI computer system testing with FirstEnergy
- Meet standards of creditworthiness established by the Village
- Have a customer call center capable of effectively handling participants' questions, concerns and disputes in a timely manner using a toll-free telephone number

- Hold the Village harmless from any financial obligations arising from offering electricity and/or energy-related services to Aggregation Program participants
- Satisfy the State of Ohio's and FirstEnergy's credit requirements
- Negotiate with the Village and execute the MSA
- Assist the Village in developing detailed opt-out and opt-in procedures
- Provide the Automatic Aggregation Disclosure notice
- Affirmatively state the expected annual saving percentage for Aggregation Group participants
- Assist the Village in holding public hearings on the Plan of Operation and Governance
- Notify aggregation program participants of the first month of aggregation power delivery

#### **4. Enrollment and Termination of Aggregation Service**

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

After approval of the MSA by the Stryker Village Council, the CRES Provider will work with the Village and FirstEnergy to identify all eligible consumers within the Village'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 or decline participation in the program. Consumers will be given a 21-day period in which to notify the Village that they wish to opt out of or decline participation in the Aggregation Program. The opt-out notice shall include at least the following Aggregation Program information:

- Rates and charges
- Terms and conditions
- CRES Provider information and contracts
- CRES Provider's toll-free number for customer service and concerns
- Village Aggregation Program Manager's contact information
- Consumer education information
- The 21-day opt-out period and opt-out procedures
- Consumer's right to opt-out every three years with no early termination fee

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 Village of their desire to opt out of the Aggregation Program will be enrolled by the CRES Provider at the earliest date practicable. Participants will not be required to take other affirmative steps to be included in the program.

Consumers ineligible to participate in the Aggregation Program include those customer accounts that are located outside the Village's municipal boundaries, customers who are in contract with a CRES provider, customers in a "special rate" contract with FirstEnergy, Percentage Income Payment Plan (PIPP) consumers and consumers whose accounts are not current with FirstEnergy. (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 rescission letter from FirstEnergy notifying them of their enrollment and granting them seven calendar days to notify FirstEnergy of any objection to their enrollment in the Aggregation Program. FirstEnergy 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 Village the status of Aggregation Program enrollment on at least a monthly basis.

#### ***4.2 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 periods offered by the Village at least every three 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 three 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 Village may be subject to an early termination fee assessed by the CRES Provider.

Aggregation Program participants who wish to opt-out of the program after the initial 21-day opt-out period will be allowed to do so effective with the consumer's next meter reading date, subject to FirstEnergy's notice requirements.

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

If a participant relocates outside of the Village's corporation limits, there will be no exit fee and service will end under the aggregation program as described above.

#### ***4.3 New and Returning Participants***

Participants who leave the Aggregation Program and wish to return, as well as consumers who move into the Village after the initial 21-day opt-out period will be afforded the opportunity to enroll in the Aggregation Program. However, the Village 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 Aggregation Program Manager to obtain current enrollment information.

Participants who relocate within the Village limits and retain the same FirstEnergy account number will be allowed to continue in the Aggregation Program at their new locations under the same terms and conditions as at their former locations, provided the FirstEnergy rate classification is the same at both locations.

Consumers who opt-in to the Aggregation Program do so for the remaining term of the MSA. However, all consumers retain the right to opt-out every three years without paying a switching fee.

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

### **5. Rates, Other Costs and Billing**

#### ***5.1 Electric Supply Charges***

The Village will aggregate electric loads within the Village'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 Village may pursue this purpose individually or in cooperation with other entities. CRES Providers will supply information on electric supply charges by FirstEnergy customer rate classification or other appropriate pricing category as approved by the Village. All electric supply charges will be fully and prominently



disclosed in consumer enrollment materials and will be subject to approval by the Stryker Village Council.

### **5.2 *FirstEnergy's Regulated Customer Classifications and Rates***

FirstEnergy 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 FirstEnergy's service and delivery charges. Although the Village 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 Village 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 FirstEnergy generation cost.

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

The Village shall request FirstEnergy 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;
- FirstEnergy customer account number;
- FirstEnergy rate code;
- FirstEnergy PIPP code;
- Customer load data;
- Whether or not a customer has a present contract with a CRES Provider;
- Whether or not customer has a special service contract with FirstEnergy.

From this information, the Village 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.

### **5.4 *Other Costs***

The Village will not be responsible for paying any switching fees.

## **5.5 Customer Billing**

The CRES Provider will comply with the customer billing requirements of O.R.C. Section 4928.10 and all applicable PUCO rules and regulations. The CRES Provider will use FirstEnergy's "Rate Ready Consolidated Billing" method initially in which each consumer account receives one bill itemizing the CRES Provider's electric supply charges and FirstEnergy's delivery, transition and other PUCO-approved charges. The CRES Provider may provide supplier consolidated billing if and when it becomes available, subject to Stryker Village Council approval, which approval will not be unreasonably withheld. Any proposed use of a two-bill option must be approved by the Village. The CRES Provider will offer a budget billing option to participants.

## **6. CRES Provider Responsibilities**

The CRES Provider will work with the Village to develop an education plan for retail electric consumers in the Village. The Village and the CRES Provider will, where practicable, provide consumer education messages that are consistent with the messages of FirstEnergy's local campaign, and the statewide electric consumer education program. The requirements of the Village's consumer education plan will be provided in the MSA.

The CRES Provider will build and maintain a database of all Aggregation Program participants. The database will include the name, address, FirstEnergy service delivery identification (SDI) number and may include other pertinent information as agreed upon by the Village and the CRES Provider. Such information may include the CRES Provider's account number (if different from FirstEnergy'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 Village will have the right to access information in the database for the purpose of auditing.

The Village deems any and all information related to an eligible customer to be confidential and proprietary trade secret information. The CRES Provider shall keep all eligible customer information provided to it by the Village or FirstEnergy in supplying eligible customers within the Village's corporation limit confidential and shall not disclose such information to any third party, unless such disclosure is required to serve any eligible customer, the third party agrees to keep such eligible customer information confidential, and the Village consents to the disclosure of such information to the third party.

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 FirstEnergy.

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 Village remains in good standing as a governmental aggregator that complies with all laws, rules and regulations the same as they may be periodically amended.

#### **7. Reliability and Customer Service**

For the protection of retail electric consumers in Ohio, the PUCO has adopted rules governing minimum service, quality, safety, and reliability practices for local utilities like FirstEnergy. The rules provide standards for inspection, maintenance, repair, and replacement of the transmission and distribution lines of each local utility. The rules also impose standards on utilities for system operation, reliability, and safety during emergencies and disasters.

FirstEnergy will continue to maintain and service its electric transmission and distribution facilities in the Village. Accordingly, the only thing that changes for the FirstEnergy consumers in the Village who participate in the Aggregation Program is the generation supplier. For the members of the Aggregation Group, the generation supplier will be the CRES Provider.

The CRES Provider will provide a toll free telephone number and Internet web page for consumer questions and concerns. Customer service protocol will be developed with the CRES Provider.

#### **8. Reliability and Indemnification of Consumers**

Electric service reliability is an essential to Aggregation Program participants. The Village will strive to provide high-quality service and reliability through provisions of the CRES Provider contract, through traditional proceedings related to FirstEnergy's regulated transmission and distribution services; and through direct discussions with FirstEnergy 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 Village will attempt to acquire an alternative power supply. If this attempt fails, participants will default to FirstEnergy'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 Village will seek to minimize this risk by contracting only with reputable CRES Providers that demonstrate reliable service. The Village also intends to include conditions in its CRES Provider contract that will indemnify participants against risks or problems with power supply service and price.

**9. 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 Village'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 FirstEnergy'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 FirstEnergy's Standard Offer Generation Service and participation in the Aggregation Program.

**10. 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.

**11. 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 60 days prior to such program termination and can return to FirstEnergy's Standard Generation Offer Service or select another approved CRES Provider.

## **12. Definitions**

“Aggregation” means combining the electric loads of multiple customers for the purposes of supplying or arranging for the supply of competitive retail electric generation service to those customers.

“Aggregation Group” means those eligible retail consumers of FirstEnergy within the corporate limits of the Village who do not “opt-out” of the Village’s aggregation program. The Aggregation Group means those retail residential, commercial, and large use customers whose meters are read on a cycle basis by FirstEnergy within the corporation limits of the Village who become participants in the Aggregation Program.

“Master Service Agreement” means the contract between the Village and the CRES Provider.

“Competitive Retail Electric Service” means a component of retail electric service that is deemed competitive under the Ohio Revised Code or pursuant to an order of the PUCO.

“CRES Provider” means an individual or entity that has been certified by the PUCO to provide competitive retail electric generation, power brokering or power marketing and that has executed a Master Services Agreement with the Village.

“Village Load” means all Village accounts both within and without the corporation limits of the Village including, but not limited to, Utilities, Port Control, Public Service, Health and Public Safety, Parks, Recreations and Properties, Community Development, Street Lights and Traffic Signals.

“Consolidated Billing” means combining FirstEnergy’s charges and the CRES Provider’s charges on one billing statement.

“Governmental Aggregator” means a municipality that provides aggregation services.

“PIPP” means Percentage of Income Payment Plan Program as prescribed in PUCO Rules 4901:1-18-02(B)-(G) and 4901:1-18-04(B) of the Ohio Administrative Code.

“Power Marketer” means a certified electric supplier that takes title to electricity, capacity and other services from electric power generators and other wholesale suppliers and then resells those services to end-use customers.

“Rate Ready Billing” means a billing method in which the non-billing party provides rate information to the billing party sufficient to calculate the non-billing party’s charges.

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

The Aggregation Program only impacts the source of electric power supply. Toledo Edison will continue to deliver the electricity purchased through the Aggregation Program to participants' homes and businesses through its electrical power distribution system. Participants with question or concerns regarding service delivery or safety, such as an electrical outage should continue to contact Toledo Edison at 888-544-4877. Meter reading or other billing questions should also be directed to Toledo Edison at 800-447-3333. Questions regarding Aggregation Program enrollment or opting out should be directed to the CRES Provider. General questions and concerns should be directed to the office of the Village Administrator. Disputes unresolved by the aforementioned parties, should be directed to either the Ohio Consumer's Counsel or the Public Utilities Commission of Ohio. The following table gives toll-free telephone numbers for use by consumers.

Question or Concern	Contact	Telephone Number
Electrical Power Outage	Toledo Edison	888-544-4877
Connect/disconnect Service	Toledo Edison	800-447-3333
Meter reading/billing	Toledo Edison	800-447-3333
To enroll in or opt-out of the Residential Program	CRES Provider: Dominion Retail, Inc. M-F: 8:30AM – 5:30PM	877-796-0716
Aggregation Program Questions or concerns	Village Administrator	419-682-7119
Unresolved disputes (residential customers)	Ohio Consumer's Counsel	877-742-5622
Unresolved disputes (all customers)	Public Utilities Commission of Ohio	(800)-686-7826 (voice) (800)-686-1570 (TDD)