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Bob Armstrong  
Mayor

Jeffery S. Leonard  
City Administrator

John W. Lehner  
Finance Director

David H. Williams  
Law Director

Mrs. Betty McCauley  
Acting Secretary  
The Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43266-0573

March 28, 2011

Re: *In the Matter of the Application of the  
City of Defiance, for  
Certification as a Governmental Aggregator  
Case No. 09-433-EL-GAG*

PUCO

2011 APR 28 AM 9:56

RECEIVED-DOCKETING DIV

Dear Mrs. McCauley:

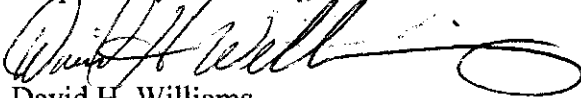
Enclosed please find the City of Defiance's completed **RE-CERTIFICATION APPLICATION FOR GOVERNMENTAL AGGREGATORS**. We have enclosed an original application, notarized and signed by an authorized official and ten conformed copies, including all exhibits, and other attachments.


The material provided includes the following:

- 1) Authorizing ordinance reflecting voter authorization;
- 2) Plan of Operation and Governance;
- 3) Copy of Automatic Aggregation Disclosures;
- 4) Copy of Opt-out Notification;
- 5) Experience statement

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

Respectfully submitted,

  
David H. Williams  
Law Director

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  Date Processed 4-28-11



*The Public Utilities Commission of Ohio*



## **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 into 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 Defiance  
Address 631 Perry Street, Defiance, Ohio 43512  
PUCO Certificate # and Date Certified 09-157E(1) July 1, 2009  
Telephone # (419) 683-3800 Web site address (if any) www.cityofdefiance.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 David H. Williams  
Title City Law Director  
Business address 631 Perry Street, Defiance, Ohio 43512  
Telephone # (419) 784-2101 Fax # (419) 782-3223  
E-mail address (if any) dhwilliams@cityofdefiance.com

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

Name David H. Williams  
Title City Law Director  
Business address 631 Perry Street, Defiance, Ohio 43512  
Telephone # (419) 784-2101 Fax # (419) 782-3223  
E-mail address (if any) dhwilliams@cityofdefiance.com

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

Customer Service address 631 Perry Street, Defiance, Ohio 43512  
Toll-free Telephone # (419) 784-2101 Fax # (419) 782-3223  
E-mail address (if any) dhwilliams@cityofdefiance.com

 David H. Williams, Law Director  
Signature of Applicant & Title

Sworn and subscribed before me this 25 day of March, 2011 Year  
Month

  
Signature of official administering oath

  
Print Name and Title

My commission expires on 11-6-12



**Jackie Claud**  
Notary Public, State of Ohio  
My Commission Expires 11-6-12

# **AFFIDAVIT**

State of Ohio :

City of  
Defiance ss.  
(Town)

County of Defiance :

David H. Williams, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the Law Director (Office of Affiant) of City of Defiance (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.

David H. Williams David H. Williams, Law Director  
Signature of Affiant & Title

Sworn and subscribed before me this 15 day of March, 2011  
Month Year

Jackie Claud  
Signature of official administering oath

Jackie Claud, Notary  
Print Name and Title

My commission expires on 11-6-12



**Jackie Claud**  
Notary Public, State of Ohio  
My Commission Expires 11-6-12

**EXHIBIT 1**

**AUTHORIZING ORDINANCE**



## CITY of DEFIANCE

LAW DEPARTMENT  
CITY BUILDING  
324 PERRY STREET  
DEFIANCE, OHIO 43512  
PHONE 784-1072 • PHONE 784-2101

DAVID H. WILLIAMS  
Law Director

DAVID A. LAND  
Assistant Law Director

Defiance County Board of Elections  
197 Island Park Drive  
Defiance, OH 43512  
HAND DELIVERY

August 22, 2000

In Re: Certified Ballot Question

Attached, please find a copy of Ordinance Number 6148 passed by Defiance City Council on August 8, 2000. The Ordinance declares the municipality's intent to establish an electric aggregation program with opt-out provisions pursuant to Revised Code Section 4928.20.

Revised Code Section 4928.20 requires that the Electors approve the establishment of the program. You are, therefore, requested to submit the question to all Electors of the City at the General Election to be held November 7, 2000.

Proposed ballot language is recited in Section 4 of the attached Ordinance. The suggested language is subject to such non-substantive alterations as may be proposed by you or by the Secretary of State.

If language other than that recited in the Ordinance is to be used on the ballot or if you require any additional information to complete certification of the issue to the ballot, please contact the undersigned.

Very truly yours,

DAVID H. WILLIAMS

*For info on file in finance*

## ORDINANCE NO. 6148

### **AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO ESTABLISH A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO REVISED CODE §4928.20, DIRECTING THE BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS AND DECLARING AN EMERGENCY**

**WHEREAS:** Council finds that it will be in the best interests of the City and its inhabitants to establish a program under which the municipality may aggregate retail electrical loads located within the City and enter into service agreements for the purchase and sale of electricity for those loads pursuant to §4928.20 of the Ohio Revised Code; and,

**WHEREAS:** Council finds that the municipality's ability to assemble an aggregate load of the size and composition necessary to realize the potential benefits of governmental aggregation will be greatly enhanced by the automatic inclusion of each person owning, occupying, controlling, or using an electric load center within the municipality and,

**WHEREAS:** An aggregation program that provides for automatic enrollments may not be established without prior approval of the Electors;

**NOW THEREFORE, BE IT ENACTED BY THE  
COUNCIL OF THE CITY OF DEFIANCE, THAT:**

**SECTION 1:** The City of Defiance, Ohio, is hereby authorized to aggregate all retail electric loads within the City in accordance with Revised Code §4928.20 and, for that purpose, to enter into service agreements for the purchase and sale of electricity for those loads.

**SECTION 2:** The powers conferred by Section 1 may, to the fullest extent permitted by Law, be exercised jointly with the State of Ohio and with any and all political subdivisions of the State of Ohio.

**SECTION 3:** Each person owning, occupying, controlling, or using an electric load center located in the City will be enrolled in the Aggregation Program and will remain so enrolled unless the person affirmatively elects not to be so enrolled in accordance with Revised Code §4928.20 and procedures to be established by Ordinance.

**SECTION 4:** The Clerk is directed to certify a copy of this Ordinance to the Defiance County Board of Elections with instructions to submit the following question to the electors at the General Election to be held November 7, 2000:

Shall the City of Defiance have the authority to aggregate retail electric loads located in the City and, for that purpose, to enter into service agreements for the purchase and sale of electricity to service those loads; such aggregation to occur automatically except as to any person who elects to opt-out of the program in accordance with Section 4928.20 of the Ohio Revised Code and Ordinance No. \_\_\_\_\_ of the City of Defiance?

**SECTION 5:** The Law Director is authorized to approve changes to the language of the ballot question specified by Section 4 as may be



# FORM No. 5

Certificate of Result of Official Count of Votes Cast Upon Local Questions or Issues in DEFIANCE

County, at the GENERAL Election held NOVEMBER 7, 2000  
(Year)

## BOND OR TAXATION ISSUES, OTHER QUESTIONS AND ISSUES

Please state Ballot Title of Proposed Issue, and a brief statement of the purpose. For bond or taxation issues, state millage and number of years in effect. Income and sales tax issues must list percent of tax. State the definite political subdivision affected by each issue.

NOTE: All Local Option results should be reported on Form 126-B, not on this form.

### VOTE CAST

ISSUE: <input checked="" type="checkbox"/> Tax Levy <input type="checkbox"/> Bond Issue <input type="checkbox"/> Income Tax <input type="checkbox"/> Other	YES 472
Purpose <u>ROADS &amp; BRIDGES</u>	NO 231
Millage Percent Years <u>2 MILLS FIVE YEARS</u>	Most Populous County:
Political Subdivision <u>TIFFIN TOWNSHIP</u>	
ISSUE: <input checked="" type="checkbox"/> Tax Levy <input type="checkbox"/> Bond Issue <input type="checkbox"/> Income Tax <input type="checkbox"/> Other	YES 8105
Purpose <u>SENIOR CITIZENS SERVICES AND FACILITIES</u>	NO 7838
Millage Percent Years <u>1.2 MILLS FIVE YEARS</u>	Most Populous County:
Political Subdivision <u>DEFIANCE COUNTY</u>	
ISSUE: <input checked="" type="checkbox"/> Tax Levy <input type="checkbox"/> Bond Issue <input type="checkbox"/> Income Tax <input type="checkbox"/> Other	YES 8105
Purpose <u>COMMUNITY MENTAL RETARDATION PROGRAMS AND SERVICES</u>	NO 7684
Millage Percent Years <u>1.9 MILLS FIVE YEARS</u>	Most Populous County:
Political Subdivision <u>DEFIANCE COUNTY</u>	
ISSUE: <input checked="" type="checkbox"/> Tax Levy <input type="checkbox"/> Bond Issue <input type="checkbox"/> Income Tax <input type="checkbox"/> Other	YES 1077
Purpose <u>CURRENT EXPENSES</u>	NO 948
Millage Percent Years <u>7.9 MILLS FOUR YEARS</u>	Most Populous County:
Political Subdivision <u>AYERSVILLE LOCAL SCHOOL DISTRICT</u>	
ISSUE: <input checked="" type="checkbox"/> Tax Levy <input type="checkbox"/> Bond Issue <input type="checkbox"/> Income Tax <input type="checkbox"/> Other	YES 1118
Purpose <u>PERMANENT IMPROVEMENTS</u>	NO 777
Millage Percent Years <u>2.5 MILLS THREE YEARS</u>	Most Populous County:
Political Subdivision <u>HICKSVILLE EXEMPTED VILLAGE SCHOOL DISTRICT</u>	
ISSUE: <input checked="" type="checkbox"/> Tax Levy <input type="checkbox"/> Bond Issue <input type="checkbox"/> Income Tax <input type="checkbox"/> Other	YES 4073
Purpose <u>PROPOSED ORDINANCE TO AUTHORIZE AGGREGATE ELECTRICAL LOADS</u>	NO 1622
Millage Percent Years	Most Populous County:
Political Subdivision <u>DEFIANCE CITY</u>	
ISSUE: <input type="checkbox"/> Tax Levy <input type="checkbox"/> Bond Issue <input type="checkbox"/> Income Tax <input type="checkbox"/> Other	YES
Purpose	NO
Millage Percent Years	Most Populous County:
Political Subdivision	
ISSUE: <input type="checkbox"/> Tax Levy <input type="checkbox"/> Bond Issue <input type="checkbox"/> Income Tax <input type="checkbox"/> Other	YES
Purpose	NO
Millage Percent Years	Most Populous County:
Political Subdivision	

ISSUE: <input type="checkbox"/> Tax Levy <input type="checkbox"/> Bond Issue <input type="checkbox"/> Income Tax <input type="checkbox"/> Other	YES
Purpose	NO
Millage/Percent/Year	Most Populous County:
Political Subdivision	
ISSUE: <input type="checkbox"/> Tax Levy <input type="checkbox"/> Bond Issue <input type="checkbox"/> Income Tax <input type="checkbox"/> Other	YES
Purpose	NO
Millage/Percent/Year	Most Populous County:
Political Subdivision	
ISSUE: <input type="checkbox"/> Tax Levy <input type="checkbox"/> Bond Issue <input type="checkbox"/> Income Tax <input type="checkbox"/> Other	YES
Purpose	NO
Millage/Percent/Year	Most Populous County:
Political Subdivision	
ISSUE: <input type="checkbox"/> Tax Levy <input type="checkbox"/> Bond Issue <input type="checkbox"/> Income Tax <input type="checkbox"/> Other	YES
Purpose	NO
Millage/Percent/Year	Most Populous County:
Political Subdivision	
ISSUE: <input type="checkbox"/> Tax Levy <input type="checkbox"/> Bond Issue <input type="checkbox"/> Income Tax <input type="checkbox"/> Other	YES
Purpose	NO
Millage/Percent/Year	Most Populous County:
Political Subdivision	

The State of Ohio }  
County of DEFIANCE } ss.

The Board of Elections within and for DEFIANCE County, Ohio, hereby certifies that the above is the correct official vote cast upon all Local Questions or Issues, as appear from the returns from all the voting precincts within said county, duly returned, filed, opened, canvassed and now remaining on file in the office of said board.

WITNESS our official signatures at DEFIANCE Ohio, in said county, this 28 day of NOVEMBER, 2000 (Year).

Attest:

*Wynne*

11/28/00

*13 Roger V. Berger*  
*Wynne*  
*Wynne*  
*Wynne*

Board of Elections DEFIANCE County, Ohio

Note-Important- Certificate of Result of Count to be forwarded immediately upon completion of the official count. If the subdivision lies in more than one county, indicate by an asterisk (\*) but certify only the vote from your county. If you are the most populous county, certify the vote for the entire subdivision, broken down by counties, in a separate letter and attach to this form. Result of count must be re-certified in the Secretary of State immediately upon completion of the recount.

## **EXHIBIT 2**

# **OPERATION AND GOVERNANCE PLAN**

## Ordinance No. 1041

**AN ORDINANCE AUTHORIZING AN APPLICATION FOR CERTIFICATION AS A COMPETITIVE RETAIL ELECTRIC SERVICE PROVIDER; DESIGNATING THE CITY LAW DIRECTOR AS THE MUNICIPALITY'S CONTACT PERSON FOR REGULATORY AND EMERGENCY MATTERS AND MATTERS INVOLVING CUSTOMER COMPLAINTS; AUTHORIZING THE LAW DIRECTOR TO APPROVE AN OPERATION AND GOVERNANCE PLAN AND SUCH MODIFICATIONS THERETO AS MAY BE NECESSARY TO CONFORM THE PLAN TO STATUTORY AND REGULATORY REQUIREMENTS; AWARDING A CONTRACT TO FIRSTENERGY SOLUTIONS CORPORATION PERTAINING TO THE SUPPLY OF ELECTRIC POWER TO AGGREGATED CONSUMERS AND DECLARING AN EMERGENCY**

WHEREAS, pursuant to voter approval at the November 2000 general election, the City established an "opt-out" governmental aggregation program enabling the municipality to act as a Certified Competitive Retail Electric Service Provider on behalf of residential and commercial consumers of electricity located within the municipality; and,

WHEREAS, the City obtained and periodically renewed PUCO Certificate 01-058 to establish and maintain the governmental aggregation program through February 3, 2009; most recently holding Certificate Number 01-058(4); and,

WHEREAS, the most recent contract obligating FirstEnergy Solutions Corporation to supply electricity to aggregated consumers expired on December 31, 2008; and,

WHEREAS, FirstEnergy Solutions Corporation declined to renew the contract and no alternate supplier of electrical energy expressed interest in contracting with the municipality to supply power to aggregated consumers; and,

WHEREAS, in the absence of a supplier of electric power, the municipality elected not to renew Certificate Number 01-058 resulting in expiration of the Certificate on February 3, 2009, (PUCO Case Number 01-04-EL-GAG); and,

WHEREAS, FirstEnergy Solutions Corporation has now offered to provide electrical power to aggregated consumers under either of two available pricing formulas; and,

WHEREAS, Council conducted a public study session to evaluate the pricing options offered by FirstEnergy Solutions Corporation and finds that the "level discount" option offers greater economic benefit and will save eligible consumers an estimated \$650,000 in electric utility costs over the term of the proposed contract; and,

WHEREAS, Council finds that re-establishing the governmental aggregation program is in the public interest; and,

WHEREAS, re-establishment of the aggregation program requires issuance of a new Certificate authorizing the City to act as a Certified Competitive Retail Electric Service Provider; and,

WHEREAS, approval of an application for authority to act as a governmental aggregator will require adoption an Operation and Governance Plan conforming to current statutory and regulatory requirements; and,

WHEREAS, Council finds the city's previous Operation and Governance Plan, as most recently amended, is suitable for adoption subject only to such modifications as may be legally required to conform the Plan to recently enacted statutory and regulatory requirements; and,

WHEREAS, the City Law Director has traditionally served as the municipality's designated PUCO contact person for regulatory and emergency matters and matters involving the investigation of customer complaints;

Now therefore, be it enacted by the Council of the Municipality of Defiance, Ohio, that:

**Section 1:** The City Law Director is authorized to apply to the PUCO for issuance of a certificate authorizing the municipal government to act as a Certified Competitive Retail Electric Service Provider and, in furtherance thereof, to prepare and file all ancillary documents deemed necessary or appropriate to secure issuance of the Certificate.

**City of Defiance, Ohio**

**Municipal Electric Aggregation  
Program**

**Plan of Operation and Governance**

**Adopted April 28, 2009  
Ordinance No. 7041**

## **1. Overview**

At the November 7, 2000 general election, local residents authorized the City of Defiance ("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 Defiance 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 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 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 opt-out period.

Participants who relocate within the City 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 (subject to any switching fees imposed by FirstEnergy), provided the FirstEnergy rate classification is the same at both locations.

The City 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 City 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 as a monopoly function 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 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.

## **2. Plan of Operation and Governance**

The Defiance 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 Defiance City Council approval and filing with the PUCO.

## **3. Aggregation Program Structure and Management**

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

Due to the complexity of the electric utility industry and the uncertainties of its associated restructuring activities, the City Administrator 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, FirstEnergy, the Ohio Legislature, the PUCO and the OCC.

### **3.1 *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 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 development period or such shorter market development period as ordered by the PUCO.

The City 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 City
- 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 City 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 City and execute the MSA
- Assist the City 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 City in holding public hearings on the Plan of Operation and Governance
- Submit a claim for MSG capacity to serve the Aggregation Program
- 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 Defiance City Council, the CRES Provider will work with the City and FirstEnergy 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 a 21-day period in which to notify the City 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 contacts
- CRES Provider's toll-free number for customer service and concerns
- City Aggregation Program Manager's contact information
- Consumer education information
- The 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 opt out and related switch periods have 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. 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 City'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 City 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 opt-out period and MSG-related switch period
- During subsequent opt-out periods offered by the City at least every three years
- At any other time; however an early termination fee may be assessed

In addition to the initial 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 opt-out period or during subsequent opt-out periods offered by the City 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 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 City'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 initially opt-out of the Aggregation Program or who leave the Aggregation Program and wish to return, as well as consumers who move into the City after the initial 21-day 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 Aggregation Program Manager to obtain current enrollment information.

Participants who relocate within the City 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 (subject to any switching fees imposed by FirstEnergy), 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 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 FirstEnergy 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 Defiance City 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 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 FirstEnergy generation cost.

### *Developing the Pool of Eligible Accounts*

The City 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 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.

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

Governmental aggregation program participants are assessed a one time, \$5 switching fee by FirstEnergy. In the event this fee cannot be waived, the fee will be paid by the Aggregation Program participants. The City will not be responsible for paying the switching fee.

#### **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 Defiance City Council approval, which approval will not be unreasonably withheld. Any proposed use of a two-bill option must be approved by the City. The CRES Provider will offer a budget billing option to participants.

### **6. CRES Provider Responsibilities**

The CRES Provider will work with the City to develop an education plan for retail electric consumers in the City. The City 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 City'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 City 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 City will have the right to access information in the database for the purposes of auditing.

The City 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 City or FirstEnergy in supplying eligible customers within the City'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 City 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 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.

## **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 City. Accordingly, the only thing that changes for the FirstEnergy consumers in the City 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 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 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 City 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 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.

## **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 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 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. Any consumer that returns to the utility for competitive retail electric service shall pay the market price of power incurred by the utility to serve that consumer plus any amount attributable to the utility's cost of compliance with the alternative energy resource provisions of section 4928.64 of the Revised Code to serve the consumer. Such market price shall include, but not be limited to, capacity and energy charges; all charges associated with the provision of that power supply through the regional transmission organization, including, but not limited to, transmission, ancillary services, congestion, and settlement and administrative charges; and all other costs incurred by the utility that are associated with the procurement, provision, and administration of that power supply, as such costs may be approved by the commission. The period of time during which the market price and alternative energy resource amount shall be so assessed on the consumer shall be from the time the consumer returns to the electric distribution utility until the expiration of the electric security plan. However, if that period of time is expected to be more than two years, the commission may reduce the time period to a period of not less than two years.

#### **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 City who do not "opt-out" of the City'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 City who become participants in the Aggregation Program

“Master Service Agreement” means the contract between the City 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 City.

“City Load” means all City accounts both within and without the corporation limits of the City including, but not limited to, Utilities, Port Control, Public Service, Health, 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.

### **13. 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 City 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. MF: 8:30AM-5:30PM	877-796-0716
To enroll in or opt-out of the Commercial Program	CRES Provider: First Energy Solutions MF: 7:00 AM-7:00 PM	888 254-6359
Aggregation Program Questions or concerns	City Administrator	(419) 784-1072
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)

Approved for Submission to PUCO pursuant to authority of Ordinance 7041.



David H. Williams  
City Law Director  
May 19, 2009

*Current as of 3/25/11*

**EXHIBIT 3**

**AUTOMATIC AGGREGATION DISCLOSURE**

**EXHIBIT 4**

**OPT-OUT NOTIFICATION**

FILE

**FirstEnergy**  
Solutions

RECEIVED-DOCKETING DIV

341 White Pond Dr., Bldg B-3  
Akron, OH 44320

2011 APR -7 AM 10:32

PUCO

April 6, 2011

Ms. Renee Jenkins  
Public Utilities Commission of Ohio  
180 East Broad St.  
Columbus, OH 43215


Subject: Defiance Opt-Out Notifications; Case Number 09-0433-EL-GAG

Dear Ms. Jenkins:

Enclosed are the Defiance Opt-out notifications. Included is one original and 10 copies of the opt-out materials. These will be sent to eligible customers on or after April 18, 2011 with the deadline to be on or after May 9, 2011. These documents were submitted via fax on Wednesday, April 6, 2011. They were sent to your attention at fax number 614-466-0313.

Please file these under case number 09-0433-EL-GAG. FirstEnergy Solutions is providing aggregation service to Defiance and are filing these on their behalf.

Thank You,

  
Benjamin Rich  
Government Aggregation  
FirstEnergy Solutions  
330-315-7395

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   A   Date Processed APR 07 2011

## **Defiance Electric Governmental Aggregation Program Frequently Asked Questions**

### **What is aggregation?**

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

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

In November 2000, Defiance residents voted to allow the community to contract for an electric generation supplier on their behalf.

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

Under this governmental aggregation program, the price you pay for electric generation supply is guaranteed to be 4 percent lower. In other words, each month, you'll pay 4 percent less for the generation portion of your electric supply than if you had not joined the Defiance governmental aggregation program.

### **What do I need to do if I want to be included in this government aggregation?**

You do not need to do anything to receive the discounted generation pricing under this program. You may choose to remain in the aggregation group and begin receiving your 4-percent discount by simply not returning the opt out form.

### **If I join the Defiance electric aggregation program, who will deliver my power, read my meter and respond to emergencies, such as power outages?**

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

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

In this program, the discount you will receive is fixed, so each month you will save 4 percent off the generation portion of your bill. Since the actual price per KWH charged by the utility may change each month based on the season and your usage, the price per KWH from FirstEnergy Solutions will also change each month. Regardless, you are guaranteed to save 4 percent off the competitive portion of your electric bill.

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

"Opt out" means that you can decide not to participate in the Defiance electric governmental aggregation program. By returning the opt-out form, which is included in this mailing, by the due date you will not be enrolled as an electric generation customer with FirstEnergy Solutions, the community's competitive electric generation supplier, and you will not receive the 4-percent discount.

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

If you do not return the opt-out form postmarked by the due date, you will be included in the Defiance governmental aggregation program and will begin receiving competitively priced electricity from FirstEnergy Solutions.

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

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

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

Yes, but you will be subject to a \$50 cancellation fee from FirstEnergy Solutions if you cancel for any other reason but moving. However, you will be sent a notice at least every three years asking if you wish to remain in the program. At that point, you may opt out at no cost.

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

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

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

Yes, you can remain on budget billing; however, the budget billing program does not apply to your charges from FirstEnergy Solutions – only to charges from the electric utility. Your total charges from FirstEnergy Solutions will fluctuate from month to month according to your usage.

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

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

**Who is FirstEnergy Solutions?**

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

**What is the toll-free number for questions?**

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

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

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

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

### DEFINITIONS:

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

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

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

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

### TERMS AND CONDITIONS OF SERVICE

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

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

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

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

3. **Length of Agreement.** As a part of your community's program, your service from FES will commence with the next available meter reading and after processing of the enrollment by your EDU, and will continue for the term as specified in the opt-out notification, ending on the meter read for the last month of service. For the period beginning June 2011, the program may be terminated or modified due to unforeseen regulatory action. Should the program be terminated, you will be returned to the standard service offer or its successor.

4. **Billing.** You will continue to receive a single bill from your EDU that will contain both your EDU and FES charges. FES does not offer budget billing. If you do not pay your bill by the due date, FES may cancel this

Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay FES for any electricity used before this Agreement is cancelled, as well as any late payment charges. Further, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff.

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

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

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

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

9. **Dispute Procedures.** Contact FES with any questions concerning the terms of service by phone at 1-888-254-8359 (toll-free) M-F 8AM - 5PM EST or in writing at 341 White Pond Drive, Attn: Contract Administration, Akron, OH 44320. Our web address is [www.firstenergysolutions.com](http://www.firstenergysolutions.com). If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 am to 5:00 pm weekdays or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Customers may also call the Ohio Consumers' Counsel (OCC) at 1-877-742-5522 (toll free) from 8:00 am to 5:00 pm weekdays or at [www.pickocc.org](http://www.pickocc.org).

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

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

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

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

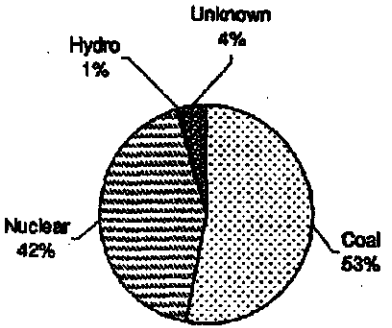
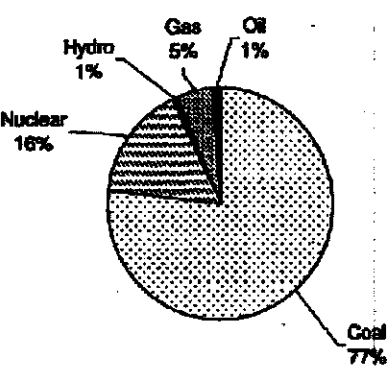
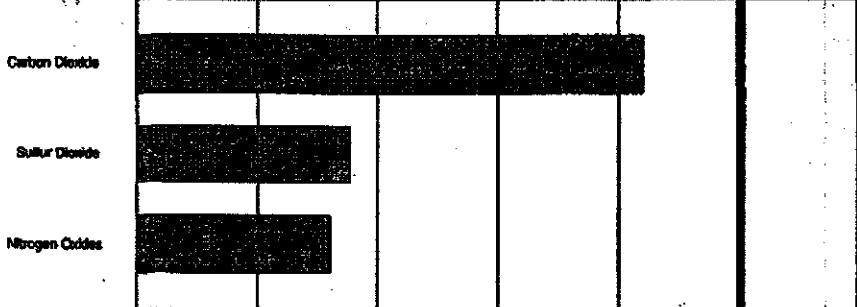
FES assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, you should contact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

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

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

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

**Environmental Disclosure Information**  
**FirstEnergy Solutions Corp.**  
**Projected Data for the 2011 Calendar Year**

<p><b>Generation Resource Mix-</b></p> <p>A comparison between the sources of generation used to produce this product and the historic regional average supply mix.</p>	<p><b>Supplier's Product</b></p> 	<p><b>Regional</b></p> 																				
<p><b>Environmental Characteristics-</b></p> <p>A description of the characteristics associated with each possible generation resource.</p>	<table><tr><td>Biomass Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Coal Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Hydro Power</td><td>Wildlife Impacts</td></tr><tr><td>Natural Gas Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Nuclear Power</td><td>Radioactive Waste</td></tr><tr><td>Oil Power</td><td>Air Emissions and Solid Waste</td></tr><tr><td>Other Sources</td><td>Unknown Impacts</td></tr><tr><td>Solar Power</td><td>No Significant Impacts</td></tr><tr><td>Unknown Purchased Resources</td><td>Unknown Impacts</td></tr><tr><td>Wind Power</td><td>Wildlife Impacts</td></tr></table>		Biomass Power	Air Emissions and Solid Waste	Coal Power	Air Emissions and Solid Waste	Hydro Power	Wildlife Impacts	Natural Gas Power	Air Emissions and Solid Waste	Nuclear Power	Radioactive Waste	Oil Power	Air Emissions and Solid Waste	Other Sources	Unknown Impacts	Solar Power	No Significant Impacts	Unknown Purchased Resources	Unknown Impacts	Wind Power	Wildlife Impacts
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Renewable Energy Credits: FirstEnergy Solutions purchases renewable energy credits (RECs) as a means of complying with the renewable energy resource benchmark under the state's alternative energy portfolio standard requirements. The requirement for 2011 is 1.0% renewable, including 0.03% solar.

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact FirstEnergy Solutions Corp at [www.fec.com](http://www.fec.com) or by phone at 1-888-254-6859.



## Electric Governmental Aggregation Program

April 18, 2011

**save  
money**  
on your  
electric bill  
every month!

Dear Defiance Business,

Defiance is providing you the opportunity to join other businesses to save money on the electricity you use.

We have researched offers from various electric suppliers and have secured a special discounted price on electric generation from FirstEnergy Solutions.

Through this special offer, you'll receive 4 percent off your utility's electric generation price through April 2012. This means you'll pay less than what the utility would charge you – and you'll continue to receive only one electric bill.

To take advantage of this offer, please respond by May 9, 2011. You can respond by:

- **Mail:** Complete and return the opt-in form below using the enclosed postage-paid envelope
- **Fax:** Fill in the form and fax this letter to 1-888-820-1416.
- **Phone:** Call us at 1-866-636-3749, 8 a.m. – 5 p.m., Monday – Friday.
- **Email:** Complete the form, scan it and email to us at [firstchoiceathome@fes.com](mailto:firstchoiceathome@fes.com).

For more information, see the enclosed Frequently Asked Questions or call FirstEnergy Solutions at 1-866-636-3749, 8 a.m. – 5 p.m., Monday – Friday.

We're pleased to offer you this savings program and hope you take advantage of this opportunity. Be sure to complete and respond by May 9, 2011.

Sincerely,

Defiance Local Officials



Yes

[Name on Electric Bill]

[LDC ACCNT 080XXXXXXXXXXXXXXXXXXXX]

[Electric Service Address]

[SYSIDBXXXXXX]

Phone Number \_\_\_\_\_

Account Holder Signature \_\_\_\_\_ Date \_\_\_\_\_

To enroll, mail by May 9, 2011 to the Defiance Electric Governmental Aggregation Program,

**Q. What is aggregation?**

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

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

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

**Q. How will I know if I can save money by participating in this program?**

A. In this program, the price you pay for electric generation supply is 4 percent lower than the utility's price. In other words, each month you'll pay 4 percent less for the generation portion of your electric supply than if you had not joined the program.

**Q. What do I need to do if I want to be included in this program?**

A. Simply complete the enclosed form and return it in the postage-paid envelope provided before [date].

**Q. If I join this program, who will deliver my power, read my meter and respond to emergencies, such as power outages?**

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

**Q. What happens when I leave the electric utility? Will my power supply be interrupted?**

A. No, there will be no interruption to your power supply. The process is seamless, and your reliability and service will not be affected.

**Q. If I switch electricity suppliers, will my reliability suffer?**

A. No. Under law, the utility cannot provide different levels of service to customers who receive generation service from an alternative supplier. You will continue to receive the same level of service from your utility, including delivery, emergency response and meter reading.

**Q. Are there any costs to enroll?**

A. No, there are absolutely no costs to enroll.

**Q. Is this offer a fixed price, or does it vary?**

A. In this program, the discount you will receive is fixed, so each month you will save 4 percent off the generation portion of your bill. Since the actual price per KWH charged by the utility may change each month based on the season and your usage, the price per KWH from FirstEnergy Solutions will also change each month.

**Q. Are there any cancellation fees?**

A. There are no fees if you move. If you choose to leave the program early for any other reason, business customers will be subject to a \$50 cancellation fee per utility account.

**Q. Will I receive a separate bill from FirstEnergy Solutions?**

A. No, you will continue to receive only one bill from your electric utility. After you begin service under this program, you will see FirstEnergy Solutions listed as the supplier on your bill.

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

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

**Q. Who is FirstEnergy Solutions?**

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

**Q. What is the toll-free number for questions?**

A. For answers to your questions, please call FirstEnergy Solutions at 1-866-636-3749, Monday to Friday from 8 a.m. to 5 p.m.

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

These Terms and Conditions together with the enrollment information are your agreement for electric generation service with FirstEnergy Solutions Corp. ("FES") if you choose to remain in the community aggregation program by "opting-in" or exercising the right of rescission ("Contract"). Please keep a copy of this agreement for your records.

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

### DEFINITIONS:

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

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

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

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

### TERMS AND CONDITIONS OF SERVICE

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

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

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

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

3. **Length of Agreement.** As a part of your community's program, your service from FES will commence with the next available meter reading and after processing of the enrollment by your EDU, and will continue for the term as specified in the opt-in notification, ending on the meter read for the last month of service. For the period beginning June 2011, the program may be terminated or modified due to unforeseen regulatory action. Should the program be terminated, you will be returned to the standard service offer or its successor.

4. **Billing.** You will continue to receive a single bill from your EDU that will contain both your EDU and FES charges. FES does not offer budget billing. If you do not pay your bill by the due date, FES may cancel this

Agreement after giving you a minimum of fourteen (14) days written notice. Upon cancellation you will be returned to your EDU as a customer. You will remain responsible to pay FES for any electricity used before this Agreement is cancelled, as well as any late payment charges. Further, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff.

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

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

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

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

9. **Dispute Procedures.** Contact FES with any questions concerning the terms of service by phone at 1-888-254-6369 (toll-free) M-F 8AM - 5PM EST or in writing at 341 White Pond Drive, Akron Contract Administration, Akron, OH 44320. Our web address is [www.firstenergysolutions.com](http://www.firstenergysolutions.com). If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 am to 5:00 pm weekdays or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Customers may also call the Ohio Consumers' Counsel (OCC) at 1-877-742-5622 (toll free) from 8:00 am to 5:00 pm weekdays or at [www.pickocc.org](http://www.pickocc.org).

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

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

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

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

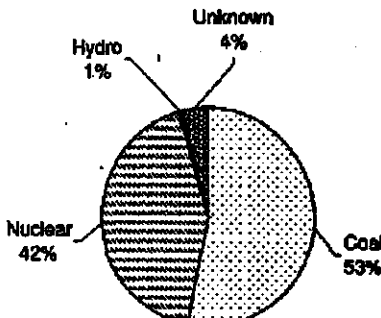
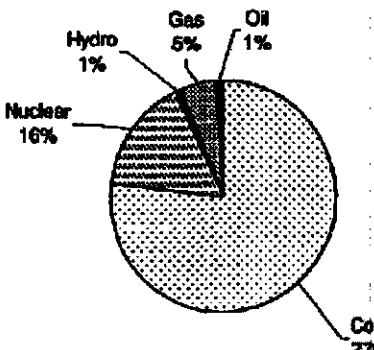
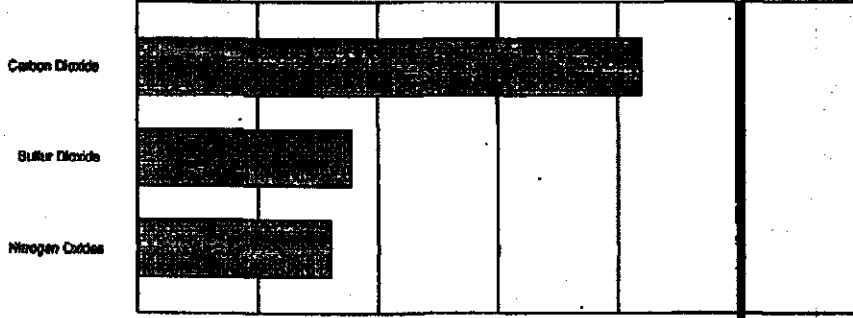
FES assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, you should contact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

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

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

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

**Environmental Disclosure Information**  
**FirstEnergy Solutions Corp.**  
**Projected Data for the 2011 Calendar Year**

<p><b>Generation Resource Mix-</b></p> <p>A comparison between the sources of generation used to produce this product and the historic regional average supply mix.</p>	<p><b>Specific Product</b></p> 	<p><b>Regional</b></p> 																				
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Note: The generation of this product involves the use of 4% projected Unknown Purchased Resources. The air emissions and radioactive wastes associated with these unknown resources are not included in these charts.

Renewable Energy Credits: FirstEnergy Solutions purchases renewable energy credits (RECs) as a means of complying with the renewable energy resource benchmark under the state's alternative energy portfolio standard requirements. The requirement for 2011 is 1.0% renewable, including 0.03% solar.

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact FirstEnergy Solutions Corp at [www.fes.com](http://www.fes.com) or by phone at 1-888-254-6358.

April 18, 2011.

Dear Defiance Resident,

We are providing you the opportunity to join other residents to save money on the electricity you use. Savings are possible through governmental aggregation, where community officials bring together citizens to gain group buying power for the purchase of electricity from a retail electric generation provider certified by the Public Utilities Commission of Ohio. Voters in Defiance approved this program in election date.

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

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

To estimate what your savings per kilowatt-hour (KWH) will be through this program, locate your Price to Compare on your electric bill. Divide your Price to Compare by 100, then multiply by 0.06 (6%) to determine your savings per KWH. Multiply that number by your total monthly usage. The final number is how much you can expect to save each month you use the same amount of electricity.

You will see your electric savings from FirstEnergy Solutions after your enrollment has been completed and your switch has been finalized – approximately 30 - 45 days, depending upon your meter read date. Of course, you are not obligated to participate in the Defiance electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local electric utility – Toledo Edison – you have until May 9, 2011, to return the attached "opt-out" form. If you do not opt out at this time, you will receive a notice at least every three years asking if you wish to remain in the program. If you leave the program at any other time, you could be subject to a \$25 cancellation fee from FirstEnergy Solutions – and you might not be served under the same rates, terms and conditions that apply to other customers served by Toledo Edison.

After you become a participant in this governmental aggregation program, Toledo 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 Defiance electric governmental aggregation program, you don't need to take any action when this letter arrives.

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

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

Sincerely,

Defiance Local Officials

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

**OPT-OUT FORM – DEFIANCE RESIDENTIAL ELECTRIC GOVERNMENTAL AGGREGATION PROGRAM**

**Option 1: Do nothing and save.**  
If you want to participate in this program and save, you do not need to return this form. Your enrollment is automatic.

**OR**

**Option 2: Opt out by returning this form.**  
If you do not want to participate in this program, you must return this form before the due date.

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

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

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

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

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

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

Mail by May 9, 2011 to: Defiance Electric Governmental Aggregation Program, 341 White Pond Drive, Bldg. B-3, Akron, Ohio 44320

**EXHIBIT 5**

**EXPERIENCE STATEMENT**

The City of Defiance has experience in negotiating, contracting and providing for common services for residents of the City. Some examples of experience as a service provider are:

- Electric Power purchase, generation and distribution
- Water and Sewer Service
- Police and Fire Service
- Parks and Recreation

The Mayor, City Council and City Staff routinely negotiate for services and supplies that benefit the residents of Marshallville.

However, due to the complexity of municipal opt-out aggregation, the City has chosen to retain the services of a consultant to assist them in designing, implementing and maintaining their gas aggregation program.

#### Contractual Arrangements for Capability Standards

The City of Defiance states that a valid contract exists with:

AMPO, Inc., a Subsidiary of AMP  
1111 Schrock Road, Suite 100  
Columbus, Ohio 43229

for the purpose of providing consulting services on municipal opt-out gas aggregation.

#### Detailed summary of the services being provided:

- Assist with developing model ordinances to create opt-in or opt-out natural gas aggregation programs.
- Coordinate and work with municipal local officials and staff to develop a procurement strategy for reliable and competitive natural gas supplies and related services for the natural gas aggregation program.
- Assist with the preparation of a Plan of Operation and Governance for the natural gas aggregation program.
- Coordinate and assist with the preparation and filing of the required aggregation certification documents with the Public Utilities Commission of Ohio ("PUCO").
- Assist with performing the PUCO requirements for governmental aggregation programs.
- Provide consulting services and administer the process of negotiating with certified natural gas suppliers, developing and soliciting requests for quotations ("RFQ") or requests for proposals ("RFP").
- Evaluate and manage the ongoing negotiations and/or RFQ or RFP.
- Analyze the negotiations and/or RFQ or RFP's from certified retail natural gas suppliers and make recommendations to local officials and staff.
- Assist with developing and negotiating the contract with the certified retail natural gas supplier to serve the aggregation program.
- Assist the municipality in executing and administering agreements with the selected certified retail natural gas supplier.
- Coordinate the PUCO customer notifications and other requirements for enrolling residents in the

municipal natural gas aggregation program.

- Work with and assist the municipality, the certified retail natural gas supplier, and the natural gas local distribution company to facilitate the enrollment of customers in the municipal natural gas aggregation program at the earliest date practicable.
- Work with the certified retail natural gas supplier to coordinate and communicate with the municipality regarding enrollments in the municipal natural gas aggregation program, cost savings to participants, and other related matters.
- Assist the municipality in developing effective consumer education materials to explain the aggregation program and make community presentations as needed.
- Assist with monitoring proceedings of applicable legislative and regulatory bodies and provide analysis and updates on changes that may impact the municipal natural gas aggregation program, its participants, or the municipality.
- Represent the interests of the municipality at meetings with the certified retail natural gas supplier and the local distribution company concerning the municipal natural gas aggregation program rates, terms and conditions of service, customer concerns, etc.
- Assist and work with the municipality to prepare and file annual reports required by the PUCO and Section 4905.10(A) and Section 4911.18(A), Ohio Revised Code.
- Coordinate with municipal legal counsels to facilitate legal reviews and/or opinions that may be needed in connection with the aggregation program. Please note that the performance of any legal work, including but not limited to the legal reviews and/or opinions, are beyond the scope of AMPO's services.
- As the initial term of the certified retail natural gas supplier contract agreement nears its end, repeat Phase I activities to secure ongoing competitive natural gas supplies and related services for the municipal natural gas aggregation program.

#### Documentation of Contracting Party's Experience in Energy Aggregation:

##### **AMP, Inc.**

Founded in 1971, Columbus based American Municipal Power (AMP) was organized as a nonprofit corporation for the purpose of owning and operating electric facilities or otherwise providing for the generation, transmission and/or distribution of electric power and energy to its member communities. Members include 80 of Ohio's 86 municipally owned electric systems, three in Kentucky, seven in Michigan, 29 in Pennsylvania, five in Virginia and two West Virginia public power communities, ranging in size from 116 customers to more than 80,000 customers. Collectively, AMP member communities serve approximately 364,000 customers.

AMP coordinates, negotiates and develops power supply options and interchange agreements on behalf of its members. AMP also owns and operates the Richard H. Gorsuch Generating Station, a 213-megawatt coal-fired facility located in Marietta, Ohio, that provides power to 48 participating communities, and has undertaken an ambitious program of siting distributed generation in member communities throughout Ohio. In addition, AMP serves as an independent project manager for Ohio members participating in joint ventures to share ownership of power generation and transmission facilities, including the OMEGA JV5 project, a 42 MW run-of-the-river hydroelectric power station completed on the Ohio River in 1999.

AMP also operates a sophisticated 24-hour energy control center that monitors electric loads and



transmission availability, dispatches, buys and sells power and energy and controls AMP and member-owned generation. A competent in-house engineering, operations, safety, power supply, key accounts, economic development, rate and environmental staff is available at AMP's headquarters to assist member communities in addition to performing AMP duties and providing support to the joint ventures.

AMP's knowledgeable, experienced staff understands the unique challenges faced by local government staff and elected officials. AMP is governed by a 16-member Board of Trustees, all of who are local government representatives, and a number of AMP staff members—including its president—once worked for local governments.

### **AMPO, Inc.**

Formed in 1998, AMPO, Inc. is a wholly owned, taxable subsidiary of AMP whose purpose is to provide direction and service to local governments and other energy consumers in evolving energy markets. This includes the development and implementation of local electric and natural gas aggregation programs, review and negotiation of energy contracts, and the evaluation and implementation of energy supply alternatives for local business, industry and government. AMPO, Inc. has been an approved supplier in the Columbia Gas of Ohio CHOICE<sup>sm</sup> and Dominion East Ohio Energy Choice programs and currently works with over 40 Ohio communities to offer natural gas and/or electric aggregation programs to residential and small commercial customers.