



The Public Utilities Commission of Ohio

Original GAG Case Number	Version
10 - 1361 -EL-GAG	August 2004

RENEWAL APPLICATION FOR GOVERNMENTAL AGGREGATORS

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

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

A. RENEWAL INFORMATION

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

Legal Name Richland County Commissioners
 Address 50 Park Avenue East
 PUCO Certificate # and Date Certified 10-291E; 10/14/2010
 Telephone # (419) 774-5550 Web site address (if any) www.richlandcountyoh.us

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

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 [Signature] Date Processed AUG 08 2012

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PUCO

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 Brenda Fargo
Title Governmental Aggregation Manager, FES
Business address 341 White Pond Dr., Bldg. B-3, Akron, OH 44320
Telephone # (330) 315-6898 Fax # (330) 436-1908
E-mail address (if any) fargob@fes.com

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

Name Arland Smith
Title Customer Care Manager, FES
Business address 341 White Pond Dr., Bldg. B-3, Akron, OH 44320
Telephone # (330) 315-6909 Fax # (330) 436-1905
E-mail address (if any) smithaj@fes.com

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

Customer Service address FES, 341 White Pond Dr., Bldg B-3, Akron, OH 44320
Toll-free Telephone # 866-636-3749 Fax # 330-436-1985
E-mail address (if any) _____

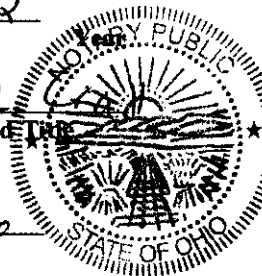
Edward L. Evers Gary Utton Tracy A. Weber

Signature of Applicant & Title BOARD OF COMMISSIONERS

Sworn and subscribed before me this 31 day of July, 2012
Month

Stacey L. Crall
Signature of official administering oath

Stacey L. Crall
Print Name and Title



STACEY L. CRALL
NOTARY PUBLIC,
STATE OF OHIO
My Commission
Expires
July 19, 2016

My commission expires on July 19, 2016

AFFIDAVIT

State of Ohio :

____ ss.
(Town)

County of Richland :

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

He/She is the Commissioner (Office of Affiant) of Richland County (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.

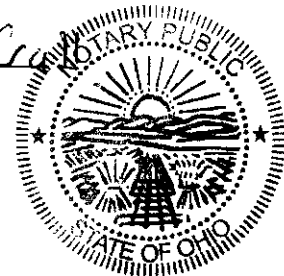
That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief and that he/she expects said Applicant to be able to prove the same at any hearing hereof.

Edward W. Allen, Tracy A. Holt, Gary Uttsen
Signature of Affiant & Title BOARD OF COMMISSIONERS

Sworn and subscribed before me this 31 day of July, 2012
Month Year

Stacey L. Crall
Signature of official administering oath

Stacey L. Crall
Print Name and Title



STACEY L. CRALL
NOTARY PUBLIC,
STATE OF OHIO
My Commission
Expires
July 19, 2016

My commission expires on July 19, 2016

Exhibit A-2

Authorizing Ordinance

Topic: Sewer - 97/71

Tape: 0.16.25

Discussion: Steve informed the Commissioners ODOT has finally agreed for the County to install a sewer line in the limited access right of way by Kochheiser Road provided we directional bore the line. The next step will be to contact Shaffer, Johnston, Lichtenwalter to obtain an up to date estimate for the project. The ODOT State Garage and Major Metals will be definite users of the systems. The new line will be along the on ramp to the interstate and Kochheiser Road. Two years ago the estimate for the 600 feet of sewer line was \$250,000.

Topic: Building Codes

Tape: 0.23.28

Discussion: Steve asked for permission to update his own website. Forms are being redeveloped and guidelines are being created. The IT Department stated the Commissioners would have to give permission to Steve to complete his own updates. The Board agreed Steve could make his own changes.

Topic: Commissioners

Tape: 0.26.42

Present: WMAN, WMFD, News Journal

Discussion: The Board reviewed the Record of Proceedings for February 11 and 16, 2010.

Motion: Commissioner Olson moved to certify the Record of Proceedings for February 11 and 16, 2010.

Other Comments: None further.

Vote: Mr. Wert, yes; Mr. Utt, yes; Mr. Olson, yes. Motion carried.

Topic: Commissioners

Tape: 0.26.58

Present: WMAN, WMFD, News Journal

Discussion: The Board reviewed the resolutions for the Townships willing to place an issue on the ballot for a reduction in electric rates.

Motion: Commissioner Olson moved to approve resolutions authorizing all action necessary to effect a governmental electricity aggregation program with opt-out provisions pursuant to section 4928.20, Ohio Revised Code, Directing the Richland County Board of Elections to submit to the electors of Madison, Sandusky, Franklin, Springfield, Butler, Bloominggrove, Weller, Mifflin and Monroe Townships seconded by Commissioner Utt.

Other Comments: Washington Township has turned down the offer.

Vote: Mr. Wert, yes; Mr. Utt, yes; Mr. Olson, yes. Motion carried.

Topic: Health Insurance

Tape: 0.31.32

Present: WMAN, WMFD, News Journal, Ben Perzanowski

Discussion: Commissioner Olson stated there are three issues regarding changes in the health insurance program that can save the County about \$600,000. VEBA contributions will stop effective February 1, 2010 and the changes in deductibles and co-pays will be effective on March 1, 2010.

Motion: Commissioner Olson moved for 2010 only effective for general fund departments to stop funding the employee VEBA accounts effective February 1,

Exhibit A-3 Operation and Governance Plan

option of not launching a formal investigation on certain cases. The family can choose between the two options depending on the severity. There are some cases this response would not be considered. Carl added this is one more way to help keep children in their own homes which is a goal of the agency. This response may only be for 5% of the cases. This will also bring in some grant funding of \$52,000 for the remainder of this year. The grant will be a total of four years with additional fund coming in every year. The group discussed the increased instances of child abuse over the years and the continuing needs for foster parents.

Topic: Record of Proceedings

Tape: 3.06.00

Present: News Journal

Discussion: The Board reviewed the Record of Proceedings for August 12, 2009.

Motion: Commissioner Olson moved to certify the Record of Proceedings for August 12, 2010 seconded by Commissioner Utt.

Other Comments: None further.

Vote: Mr. Wert, yes; Mr. Utt, yes; Mr. Olson, yes. Motion carried.

Topic: Electric Aggregation

Tape: 3.06.22

Present: News Journal

Discussion: The Board reviewed the Electric Power Aggregation Plan.

Motion: Commissioner Olson moved to adopt the Electric Power Aggregation Plan of Operation and Governance for Richland County seconded by Commissioner Utt.

Other Comments: None further.

Vote: Mr. Wert, yes; Mr. Utt, yes; Mr. Olson, yes. Motion carried.

Topic: Central Services – Sanitation Products

Tape: 3.07.37

Present: News Journal

Discussion: The Board reviewed the legal advertisement for sanitation products.

Motion: Commissioner Utt moved to authorize advertising for sanitation products on August 20, 2010 in the newspaper and August 23, 2010 on line with a bid opening of September 7, 2010 at 10:30 a.m. seconded by Commissioner Olson.

Other Comments: None further.

Vote: Mr. Wert, yes; Mr. Utt, yes; Mr. Olson, yes. Motion carried.

Topic: Central Services – Health Risk Assessment

Tape: 3.08.27

Present: News Journal

Discussion: The Board reviewed the contract with Healthx, Inc. for health risk assessments.

Motion: Commissioner Utt moved to approve the contract with Healthx, Inc. for performing health risk assessments seconded by Commissioner Olson.

Other Comments: This contract will be paid from the Health Insurance Fund.

Vote: Mr. Wert, yes; Mr. Utt, yes; Mr. Olson, yes. Motion carried.

Topic: CORSA

Tape: 3.09.22

Present: News Journal

Newspaper Network of Central Ohio - Order Confirmation

<u>Ad Order Number</u> 0004516840	<u>Customer</u> RICHLAND COUNTY COMMISSIONERS	<u>Payer Customer</u> RICHLAND COUNTY COMM.	<u>PQ Number</u>
<u>Sales Rep.</u> M201	<u>Customer Account</u> M80028	<u>Payer Account</u> M80028	<u>Ordered By</u> public hearings
<u>Order Taker</u> RBaker10	<u>Customer Address</u> 50 PARK AVE E STE 1 MANSFIELD OH 44902-1863 USA	<u>Payer Address</u> 50 PARK AVE E STE 1 MANSFIELD OH 44902-1863 USA	<u>Customer Fax</u>
<u>Order Source</u> Fax	<u>Customer Phone</u> 419-774-5550	<u>Payer Phone</u> 419-774-5550	<u>Customer EMail</u> srisser@richlandcountyooh.us
			<u>Special Pricing</u> Discount Override 80.00

<u>Tear Sheets</u>	<u>Proofs</u>	<u>Affidavits</u>	<u>Blind Box</u>	<u>Promo Types</u>	<u>Materials</u>
0	0	0			

Invoice Text

Ad Order Notes

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Method</u>	<u>Payment Amount</u>	<u>Amount Due</u>
\$60.00	\$0.00	\$60.00		\$0.00	\$60.00

<u>Ad Number</u>	<u>Ad Type</u>	<u>Ad Size</u>	<u>Color</u>	<u>Production Method</u>	<u>Production Notes</u>
0004516840-01	Legal Line	2.0 X 20 LI	<NONE>	AdBooker	
<u>External Ad Number</u>	<u>Ad Attributes</u>		<u>Ad Released</u>	<u>Pick Up</u>	
			No		

WYSIWYG Content

The Richland County Board of Commissioners hereby provides notice that it will hold two, separate public hearings, pursuant to Ohio Revised Code Section 4928.36 (C), to review and receive comments regarding the "Richland County Electric Power Association Plan of Operation and Governance". The hearings will be held on August 12, 2010 at 1:30 p.m. at the Commissioners' Boardroom, Richland County Administration Building, 30 Park Avenue East, Mansfield Ohio and on August 12, 2010 at 4:30 p.m. at the Longview Center, 1495 W. Longview Avenue, Mansfield, Ohio. The Richland County Electric Power Association Plan of Operation and Governance describes the policies and procedures by which Richland County will implement its electric aggregation program, and will include information regarding the customer rates and service.

DOE-MN-July 27, 2010 1572840

Mansfield News Journal

<u>Product Information</u>	<u>Placement/Classification</u>	<u>Position/SubClass</u>	<u>Run Dates</u>	<u># Inserts</u>
CentralOhio.com::	Legal	Legals	7/23/2010, to 7/30/2010	2
Mansfield ROL::	Legal	Legals	7/23/2010, to 7/30/2010	2

Richland County

Electric Power Aggregation Plan of Operation and Governance

**Adopted by:
Richland County Board of Commissioners
August 17, 2010**

Richland County Electric Power Aggregation Plan of Operation and Governance

I. INTRODUCTION

Amended Substitute Senate Bill 3 ("S.B. 3") opened Ohio's retail electric market as of January 1, 2001. S.B. 3 authorizes customer choice in the selection of suppliers of retail electric generation and declares electric generation service, aggregation service, power marketing, and power brokering as competitive retail electric services. The legislation gave the Public Utilities Commission of Ohio ("PUCO") authority to adopt rules regarding the development of a competitive retail electric market in Ohio and authority to promulgate rules on governmental aggregation.

Large industrial and commercial consumers with sophisticated electric operations use their size and expertise to obtain lower electric power rates. Individual residential and small commercial consumers are typically unable to obtain significant price reductions since they lack the bargaining power, expertise and the economies of scale enjoyed by larger consumers. Aggregation, the combining of multiple electric loads, provides the benefits of retail electric competition for consumers with lower electric demands.

Government aggregation, the combining of multiple electric loads by a municipality, provides the means through which Richland County residential consumers may obtain the economic benefits of Ohio's competitive retail electric market. The Richland County Aggregation Program combines the electric loads of residential customers to form a buying group ("Aggregation Group"). Richland County will act as Purchasing Agent for the Aggregation Group. This means that Richland County will be a Governmental Aggregator, as defined by Ohio law and the rules established by the PUCO, and shall act on behalf of Ohio Edison (OE) eligible customers in the County to obtain the best electric generation rate for consumers who participate in the Aggregation Group.

II. PROCESS

On May 4, 2010, Richland County voters in the following townships and villages approved the development of a form of government electric aggregation known as "opt-out" aggregation: Townships of; Sandusky, Franklin, Springfield, Butler, Bloominggrove, Weller, and Mifflin. Under the opt-out program, all OE residential and certain business customers in these County Townships are automatically included as participants in the program unless they opt-out of the program by providing written notice of their intention not to participate. As required by state law, the County Commissioners passed

legislation that authorized submitting the selection of opt-out aggregation to the County's voters.

In addition to obtaining necessary County Commissioner's approvals, the County is also required to comply with various PUCO regulations. The County will file an application with the PUCO for certification as a Government Aggregator as soon as the County Commissioners Approves the Plan, on or about August 17, 2010. As required by the regulations, the County developed this Aggregation Plan of Operation and Governance ("Plan"). On July 23, 2010, and July 30, 2010, the County advertised the Public hearing dates to discuss the Plan in the Mansfield News Journal. As required by the PUCO's regulations, two hearings were conducted, on August 12, 2010. The Opt-out notice for the County's Program will be sent to all eligible electric customers in the County upon approval of this Plan, setting forth the rates, terms and conditions of the program, and giving 21 days to opt out of the Program.

By vote of the Richland County Commissioners on August 17, 2010 the County selected FirstEnergy Solutions, Inc. (FES), a subsidiary of FirstEnergy Corp., as its Retail Electric Generation Provider, to provide the electric power for the Richland County Aggregation Program at this time. Under this program, Ohio Edison (OE) will still deliver the electricity purchased from the County's provider, FES, to eligible customers; customers will receive only one bill (from OE), and all metering, repairs and emergency service will continue to be provided by OE.

III. DEFINITIONS

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

"Aggregation Program" means the program developed by the Richland County, as a Government Aggregator under Section 4928.20 Ohio Revised Code, to provide OE customers in the County with retail electric generation services.

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

"Member" means a person enrolled in the Richland County government Aggregation Group for competitive retail electric services.

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

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

IV. OPERATIONAL PLAN:

A. Aggregation Services

1. **Provider:** Richland County will use a contractor ("Retail Electric Generation Provider") to perform and manage aggregation services for its Members. The County has selected FES to be its Provider at this time. The Provider shall provide adequate, accurate, and understandable pricing terms and conditions of service, including any switching fees and the conditions under which a Member may rescind a contract without penalty. The Provider must provide the County, if requested, an electronic file containing the Members usage, and charges. The Provider must have a local Akron phone number or a toll free number for Members to call.

2. **Database:** The Retail Electric Generation Provider will build and maintain a database of all Members. The database will include the name, address, Ohio Edison account number, and Retail Electric Generation Provider's account number of the Member, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage and demand, and meter read cycle. This database will be updated at least quarterly. Accordingly, the Retail Electric Generation Provider will develop a process to be implemented that will be able to accommodate at a minimum Members who (i) leave the program due to relocation, opting out, etc. (ii) decide to enter the Program; (iii) relocate within the County, and (iv) move into the County and desire to enter the Program. This database shall also be capable of eliminating Percentage of Income Payment Plan (PIPP) customers from the Program, should that be necessary, and those who have opted out. The Retail Electric Generation Provider will use this database to perform bill audits for clerical and mathematical accuracy of Member bills.

3. **Member Education:** The Retail Electric Generation Provider will develop, with the assistance of the County, an educational program that generally explains the Aggregation Program to Members, provides updates and disclosures mandated by Ohio law and PUCO rules, and implements a process to deal with allowing any person enrolled in the Aggregation Program the opportunity to opt out of the program at least every three years, without paying a switching fee to the County or the Provider. See Appendix A for a detailed description of the Education Process.

4. **Customer Service:** The Retail Electric Generation Provider will develop and administer a customer service process, that at a minimum will be able to accommodate (i) Member inquiries and complaints about billing; and (ii) answer questions regarding the program in general. This process will include at a minimum a description of how telephone inquiries will be handled, either internally or externally, how invoices will be prepared, how remittance of payment will be dealt with, and how collections for delinquent accounts will be addressed. See Appendix B for a detailed description of the Customer Service Plan.

5. **Billing:** Richland County will use the Retail Electric Generation Provider, or its designated agent, to provide billing services to each Member for the Competitive Retail Electric Services, with no additional administrative fee. At this time, Ohio Edison will render the billing statement, which should be consistent with all applicable guidelines issued by the PUCO. As this market develops, Richland County may, at its option and in consultation with the Provider, change this function to the Retail Electric Generation Provider or a billing agency.

6. **Compliance Process:** The Retail Electric Generation Provider will develop internal controls and processes to ensure that the County remains in good standing as a Government Aggregator that complies with all laws, rules and regulations surrounding the same, as they may be amended from time to time. It will be the Retail Electric Generation Provider's responsibility to deliver periodic reports that will include at a minimum (i) the number of Members participating in the Program; and (ii) a savings estimate or increase from the previous year's baseline. The Retail Electric Generation Provider will also develop a process to monitor and provide notification of any changes in laws, rules or regulations.

7. **Notification to Ohio Edison:** The County's eligible OE consumers that do not opt-out of the County's Aggregation Group will be enrolled automatically in the Aggregation Program. Participants in the County's Aggregation Group will not be asked to take other affirmative steps in order to be included in the Group. To the extent that OE requires notification of participation, the County will coordinate with its Provider to provide such notice to OE. The Provider will inform OE of any individuals who may have been permitted to join the Aggregation Group after the expiration of the enrollment period.

B. Power Supply Agreement

The Power Supply Agreement will provide for the Provider to serve the County's Government Aggregation Group. Under the Agreement, the term for power supply to Members will be for nine years from the beginning of service.

C. Richland County's Retail Electric Generation Provider - FirstEnergy Solutions, Inc. (FES)

FES satisfies each of the following requirements:

- Has sufficient sources of power to provide retail firm power to the residents of Richland County.
- Is a licensed Federal Power Marketer with the Federal Energy Regulatory Commission.
- Is certified as a CRES by the PUCO.
- Is registered as a generation supplier with OE.
- Has a Service Agreement for Network Integration Transmission Service under FirstEnergy's Open Access Transmission Tariff.
- Has a Service Agreement under FirstEnergy's Market-based Rate Tariff.

- Has the corporate structure to sell retail firm power to the OE customers in the County.
- Its Electronic Data Interchange computer network is fully functional and capable of handling the OE retail electric customers in Richland County.
- Has the marketing ability to reach all OE retail electric customers to educate them on the County's Aggregation Program.
- Has a call center capable of handling the County's Aggregation Group customer calls.
- Has a toll-free number as required by the PUCO for customer service and complaints related to the County's aggregation program.
- Will hold the County financially harmless from any financial obligations arising from supplying power to the OE retail electric customers in the County.
- Satisfies the State of Ohio's, FirstEnergy's and the County's credit requirements.
- Will execute the Power Supply Agreement.
- Will assist the County in filing the annual reports required by the PUCO and Section 4805.10(A), Section 4911.18(A) and Section 4928.06(F) of the Ohio Revised Code.
- Will assist the County in developing a Consumer Education Plan.

D. Activation of Service

After a notice is sent out to all eligible electric customers in the County providing 21 days to opt out of the Program, all customers who do not opt out will be automatically enrolled in the Program. Generation service activation will occur thereafter without consumer action beginning on the customer's normal meter read date within the month when power deliveries begin under the Aggregation Program.

E. Changes, Extension or Renewal of Service

The current Agreement for power supply service with FES will provide service for nine years beginning upon activation of service. If the Agreement is extended or renewed, Members will be notified as required by law and the rules of the PUCO as to any change in rates or service conditions. At least every three years all eligible OE customers in the County will be given an opportunity to opt into or out of the Program, and reasonable notice will be provided as required by law and PUCO rules. Participants will also be notified of their right to select an alternate generation supplier and of their ability to return to OE's Standard Service Offer.

F. Termination of Service

In the event that the Power Supply Agreement is terminated prior to the end of the term, each individual Member of the Aggregation Group will receive written notification of the termination of the Program at least sixty (60) days prior to termination of service. If the Agreement is not extended or renewed, Members will be notified as required by law and the CRES rules of the PUCO in advance of the end of service. Members will also be notified of their right to select an alternate generation supplier and of their ability to return to OE's Standard Service Offer upon termination.

G. Opt-In Procedures

Eligible OE customers will be automatically enrolled in the Program after a 21 day opt out period, unless they return the form to be provided, notifying the Provider that they do not want to participate. Eligible OE consumers in the County may request to join the Aggregation Group after the expiration of the enrollment period by contacting the Provider, who shall determine whether to accept them into the Program, and at what rate, subject to written policies mutually agreed upon by the County and the Provider. The agreed upon policy shall be consistent with OE's service activation requirements. Aggregation Group participants who move from one location to another within the corporate limits of the County shall retain their participant status.

H. Opt-out Procedures

Eligible OE consumers may opt-out of the County's Aggregation Group at any time during the opt-out period without additional fees charged by the Provider or the County. Aggregation Group participants who switch to a different generation supplier after the expiration of the Opt-out period will be allowed to do so in correlation with the consumer's next scheduled meter read date but will be charged a switching fee (\$25 for Residential and \$50 for Small Commercial) to be billed on their final bill from the Provider. Switching to a different generation supplier on the next meter read date, however, will occur when the next meter read date is twelve (12) business days or more from the date of the consumer's notice of intent to opt-out of the Aggregation Group. Notification of intent to opt-out of the Aggregation Group may be made by contacting the Provider by telephone or in writing. Consumers who opt-out of the Aggregation Group will default to OE's Standard Service Offer, until the consumer selects an alternate generation supplier.

I. Rates

May 2010 – May 2019*:

Rate RS – Standard Residential Rate	Rate GS – General Service to 199 KWd
2010 – 6% Discount	2010 – 4% Discount
2011 – 6% Discount	2011 – 4% Discount
2012 – 6% Discount	2012 – 4% Discount
2013 – 6% Discount	2013 – 4% Discount
2014 – 6% Discount	2014 – 4% Discount
2015 – 6% Discount	2015 – 4% Discount
2016 – 6% Discount	2016 – 4% Discount
2017 – 6% Discount	2017 – 4% Discount
2018 – 6% Discount	2018 – 4% Discount
May 2019 – 6% Discount	May 2019 – 4% Discount

National accounts (e.g. McDonald's, BP, Dollar General) as well as eligible commercial accounts with annual usage over 700,000 will be offered the discounts in either plan selected but they must "opt-in" to the program.

***For the term referenced above, the generation pricing under this Agreement will be calculated as the specified percentage off the generation, generation related and transmission charge (Rider Gen) as set forth in the EDU's applicable tariff. FES reserves the right to terminate service and return members to standard offer service for the period June 2011 – May 2019 if the EDU standard service offer pricing and or tariff structure is modified. As described above, no discount will be given on transmission and ancillary services if they are identified in a separate tariff approved by the PUCO.**

J. Universal Service and Low Income Customer Assistance

The Ohio Department of Development (ODOD), under the electric restructuring law, will provide one-stop shopping for low-income assistance programs. There are five low-income assistance programs: 1) Percentage of Income Payment Plan (PIPP); 2) the Home Energy Assistance Program; 3) the Home Weatherization Assistance Program; 4) the Ohio Energy Credit Program; and 5) the Targeted Energy Efficiency and Weatherization Program. Ohio law allows the Director of the Ohio Department of Development to aggregate consumers that participate in PIPP and to competitively auction the generation supply for PIPP customers. Accordingly, PIPP customers may be included in the State's PIPP customer aggregation. To the extent permitted by Ohio law and the PUCO, PIPP customers will be included in the County's aggregation unless they choose to opt out.

V. MISCELLANEOUS GOVERNANCE GUIDELINES

- A. County Commissioners shall approve through Resolution the Plan of Operation and Governance for the Aggregation program and any Amendments thereto.
- B. The County shall contract with only Retail Electric Generation Providers certified by the Public Utilities Commission of Ohio for the provision of Competitive Retail Electric Service to the Aggregation Program Members.
- C. The County will require any Provider to disclose any subcontractors that it uses in fulfillment of the services described above.
- D. The County will require the Provider to maintain either a toll free telephone number, or a telephone number that is local to County residents who are Members.
- E. All costs of the Aggregation Program development/administration will be paid either through the general fund of Richland County and/or by First Energy Solutions, Inc.. None of these costs shall be added to Member bills.
- F. As part of the Opt-Out process, the County will notify eligible customers of the terms and calculations of any deferrals, if applicable, as well as the County's decision, if

applicable, to elect not to receive standby service from the utility and any customer impact as a result of that election.

VI. LIABILITY

THE COUNTY SHALL NOT BE LIABLE TO PARTICIPANTS IN THE AGGREGATION GROUP FOR ANY CLAIMS, HOWEVER STYLED, ARISING OUT OF THE AGGREGATION PROGRAM OR THE PROVISION OF AGGREGATION SERVICES BY THE COUNTY OR THE PROVIDER. PARTICIPANTS IN THE AGGREGATION GROUP SHALL ASSERT ANY SUCH CLAIMS SOLELY AGAINST THE PROVIDER PURSUANT TO THE POWER SUPPLY AGREEMENT, UNDER WHICH SUCH PARTICIPANTS ARE EXPRESS THIRD-PARTY BENEFICIARIES.

VII. INFORMATION AND COMPLAINT NUMBERS

Copies of this Plan are available from Richland County free of charge. Call the Office of the Richland County Commissioners Office at 419-774-5550 for a copy or for more information.

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

Appendix A – Education Process

The Provider will develop the educational program in conjunction with the County. Its purpose will be to explain the aggregation program to its members, provide updates and disclosures as mandated by State law and the rules of the PUCO, and provide the opportunity for the members to opt out of the program. The following are the program components:

1. Each eligible customer within the limits of the County will receive via U.S. Mail notification of: what government aggregation means, their membership in the government aggregation program, the procedure which must be followed in order to opt out of the program, the price that they can expect to receive as a member of the program, and the deadline for returning the opt out form. See the attached letter.
2. The Provider will work with the County to provide opportunities for educating residents in the County about the Program and consumer rights under the law, PUCO rules and this Program. In addition, the Provider and County will work to provide education about and other opportunities for energy efficiency measures to help consumers reduce energy consumption.
3. The Provider will provide updates and disclosures as mandated by State law and rules of the PUCO.
4. The opt-out opportunity will be provided to the members of the program at least every three years. Should conditions, suppliers, price, or any other component of the program change within the three-year period, participants will be given a notice of their opportunity to opt out of, or into the program.

April 26, 2012

Re: Great news – FirstEnergy Solutions' Richland County aggregation program continues to offer savings!

Dear Richland County Resident,

As a Richland County resident, you are included in your community's aggregation program which provides the opportunity 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. Richland County voters approved this program in May 2010.

FirstEnergy Solutions Corp., a subsidiary of FirstEnergy Corp., has been selected to provide you with savings on your electric generation through November 2013. You may already be saving with FirstEnergy Solutions through this program, and this is your opportunity to extend your savings. There is no cost for enrollment, you will not be charged a switching fee, and you do not need to do anything to participate. Please see the enclosed FAQs for more information.

As a member of this aggregation program, you are guaranteed to save 6 percent off your Price to Compare. Your Price to Compare is the price you pay for electric generation from the utility and consists of generation and transmission-related components, which are 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.

If you are a new member of the program, you will see your electric savings from FirstEnergy Solutions after your enrollment has been completed and your switch has been finalized – approximately 30 - 45 days, depending upon your meter read date. Of course, you are not obligated to participate in the Richland County electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local electric utility – Ohio Edison – you have until May 17, 2012 to return the attached "opt-out" form. If you opt out, you might not be served under the same rates, terms and conditions that apply to other customers served by Ohio Edison. 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.

If you are not currently receiving electric generation from FirstEnergy Solutions, Ohio Edison will send you a letter confirming your selection of FirstEnergy Solutions as your electric generation provider. As required by law, this letter will inform you of your option to cancel your contract with FirstEnergy Solutions within seven days of its postmark. To remain a member of the Richland County electric governmental aggregation program, you don't need to take any action when this letter arrives. If you are currently enrolled in the community's aggregation program you will not receive a letter from Ohio Edison.

Ohio 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 Richland County with aggregation program questions.

Sincerely,

Richland County 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 Richland County electric governmental aggregation program.

OPT-OUT FORM – RICHLAND COUNTY 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 and save, you must return this form before the due date.
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By returning this signed form, you will be EXCLUDED from the opportunity to join with other residents in the Richland County Electric Governmental Aggregation Program.

☐ I wish to opt out of the Richland County 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 17, 2012 to: Richland County Electric Governmental Aggregation Program, 341 White Pond Drive, Bldg. B-2, Akron, Ohio 44320

Richland County 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 May 2010, Richland County 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 Richland County electric governmental aggregation program?

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

What do I need to do if I want to be included in this governmental aggregation?

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

If I join the Richland County governmental aggregation program, who will deliver my power, read my meter and respond to emergencies, such as power outages?

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

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

In this program, the discount you will receive is fixed, so each month you will save 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 on the competitive portion of your electric bill.

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

As a current member of your community's electric governmental aggregation program, you are given the opportunity to opt-out of the program at least every three years at no charge. Your previous contract with FirstEnergy Solutions is coming to an end, and this is your opportunity to either opt-out or continue saving with FirstEnergy Solutions.

What does "opt out" mean?

"Opt out" means that you can decide not to participate in the Richland County 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, your community's competitive electric generation supplier, and you will not receive the discount.

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

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

Can I opt out over the phone?

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

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

Yes, but you will be subject to a \$25 cancellation fee from FirstEnergy Solutions if you cancel for any other reason but moving. However, you will be sent a notice at least every three years asking if you wish to remain in the program. At that point, you may opt out at no cost.

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

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

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

Yes, you can remain on budget billing; however, 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?

If you have any questions, please call 1-866-636-3749, Monday through Friday, 8 a.m. to 5 p.m.

Additional FAQs for all-electric space heating, electric water heating and/or load management customers:

I receive a credit from my electric utility for my electric water heating. Will I miss out on this credit if I join this program?

Because FirstEnergy Solutions is offering a discount off the Price to Compare, you are not missing out on any of the savings that utility credits provide.

If I cancel out of this program at a later date, will I be able to keep the credits I get from my utility for having all-electric space heating, electric water heating and/or load management equipment?

Yes. This discount is in addition to the generation credit reflected in your Price to Compare. So if you cancel your contract with FirstEnergy Solutions, you will continue to receive the credits from your utility for having all-electric space heating, electric water heating and/or load management equipment as long as those credits are being offered.

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 ("Agreement"). Please keep a copy of this Agreement for your records.

FES is certified by the Ohio Public Utility Commission ("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 Electric Distribution Utility ("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 charges described above, if any regional transmission organization or similar entity, EDU, governmental entity or agency, NERC and other industry reliability organization, or court requires a change to the terms of the Agreement, or imposes upon Supplier new or additional charges or requirements, or a change in the method or procedure for determining charges or requirements, relating to your electric supply under this Agreement (any of the foregoing, a "Pass-Through Event"), which are not otherwise reimbursed to FES, Customer agrees that Supplier may pass through the additional cost to Supplier of such Pass-Through Event, which may be variable, to Customer. Changes may include, without limitation, transmission or capacity requirements, new or modified charges or shopping credits, and other changes to retail electric customer access programs.

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. The program may be terminated or modified due to unforeseen regulatory action. Customer and FES agree that any such regulatory action is a force majeure event. 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.

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 each residential EDU account and a \$50.00 charge for each commercial EDU account if you terminate this Agreement for any other reason, except as expressly provided herein. Should you cancel service with FES and return to standard offer service with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

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

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

9. **Dispute Procedures.** Contact FES with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 8AM – 5PM EST or in writing at 341 White Pond Drive, Attn: Contract Administration, Akron, OH 44320. Our web address is www.firstenergysolutions.com. 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. Residential 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.

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. 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.