

October 15, 2015

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

**RE: Electric Governmental Aggregation Opt-Out Notice for the City of Mount Healthy  
(Case Number 13-2423-EL-GAG)**

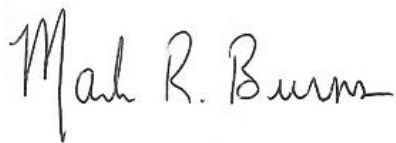
Enclosed please find a copy of the supplemental opt-out notifications being sent to newly eligible residential and commercial accounts in the City of Mount Healthy's Electric Aggregation Program. Please file these under Case number 13-2423-EL-GAG.

The mailing is currently scheduled to begin on or after October 26, 2015 and the opt-out period is currently scheduled to end on or after November 16, 2015. FirstEnergy Solutions is the supplier to the program and the local utility company is Duke Energy.

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

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

Sincerely,



Mark R. Burns  
President

Enclosures

October 26, 2015



Re: Great news – Mt. Healthy’s Aggregation Program supplied by FirstEnergy Solutions to offer savings!

Dear City of Mount Healthy Aggregation Customer,

Your community’s aggregation program provides you the opportunity to save money on your electric bill. These savings are possible through governmental aggregation, a community purchasing program 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.

FirstEnergy Solutions, a subsidiary of FirstEnergy Corp., provides electric generation for your electric aggregation program. As a member of this community, this is your opportunity to join the program. **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.

By participating in this aggregation program, you will receive exclusive low pricing on your electric generation. The chart below shows the details of this program:

The City of Mount Healthy program was approved by voters in your community in November 2013.

Price	Term End Date	Opt Out Deadline	Early Termination Fee
5.27¢ per kWh	April 2017	November 16, 2015	\$0

As a new member of the program, you will receive exclusive low pricing on your electric generation 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 community’s electric governmental aggregation program. If you do not want to participate in this program, you have until the opt-out deadline to return the attached “opt-out” form. If you do not opt out at this time and leave the program at a later date, you might not be served under the same rates, terms and conditions that apply to other customers served by your utility. You will receive a notice at least every three years asking if you wish to remain in the program.

Your local electric utility, Duke Energy Ohio, will send a letter confirming your selection of FirstEnergy Solutions as your electric generation provider. As required by law, this letter will inform you of the option to cancel your contract with FirstEnergy Solutions within seven days of its postmark. To become a member of the City of Mount Healthy’s electric governmental aggregation program, no action is required when this letter arrives.

Your electric utility 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.

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 your community with aggregation program questions.

Sincerely,

  
William A. Kocher, City Manager, City of Mount Healthy

P.S. To enroll in the program, **you should not respond**. Return the opt-out form only if you do not want to participate in your community’s electric governmental aggregation program.

OPT-OUT FORM –ELECTRIC GOVERNMENTAL AGGREGATION PROGRAM

<b>Option 1: Do nothing and join.</b> If you want to participate in this program, you do not need to return this form. Your enrollment is automatic.	<b>OR</b>	<b>Option 2: Opt out by returning this form.</b> If you do not want to participate in this program, you must return this form before the due date.
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By returning this signed form, you will not be part of your community’s electric program.

☐ I wish to opt out of my community’s electric program. (Check box to opt out.)

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

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

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

Mail by November 16, 2015 to: City of Mount Healthy Electric Governmental Aggregation Program, 341 White Pond Drive, Bldg. B-3, Akron, Ohio 44320

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

These Terms and Conditions apply to you because you are enrolling for electric generation service with FirstEnergy Solutions Corp. ("FES") through either (a) affirmative consent or (b) not opting out of your community aggregation program. If you enroll by affirmative consent, these Terms and Conditions and the enrollment information on the website are your agreement. 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 join the aggregation program through affirmative consent or you do not opt-out you 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 4928.141 of the Ohio Revised Code unless you choose an alternate supplier of electricity.

**TERMS AND CONDITIONS OF SERVICE**

**Eligibility.** Only Residential Customer accounts not enrolled in the Percentage of Income Plan Program (PIPP) and small commercial customers with a peak demand below 100 KW are eligible for this offer from FES. FES reserves the right to refuse enrollment to any customer with an outstanding balance.

**Basic Service Prices.** During the term of this Agreement, you agree to pay FES for combined electric transmission, generation and generation related charges. You will be billed at 5.27¢ per KWh per billing month.

Your Price to Compare ("PTC") 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. In addition to FES's 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 Retail 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.

**Length of Agreement.** As a part of your governmental aggregator'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 through April 2017, ending on the meter read for the last month of service. The program may be terminated prior to the term pursuant to the terms of the master agreement between FES and your governmental aggregator. Should the program be terminated, you will be returned to the applicable Tariffed Service.

**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. FES reserves the right to convert you from consolidated billing to dual billing if such a conversion will facilitate timelier billing, collections, and/or payment pursuant to the terms of the master agreement between FES and your governmental aggregator. Further, your failure to pay EDU charges may result in your electric service being disconnected in accordance with the EDU tariff.

**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.

**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. There is \$0.00 charge for each residential utility account and a \$0.00 charge for each small commercial utility account with a peak demand below 100 KW. If you terminate this Agreement for any other reason, except as expressly provided herein at any time. *Should you cancel service with FES and return to standard service offer with your EDU, you will not under the same rates, terms, and conditions that apply to other EDU customers.* Customer and FES both agree that the following will constitute force majeure events under this Agreement and that FES shall have the right to terminate or modify the agreement without liability if: (1) the Electric Security Plan (ESP), Market Rate Offer (MRO) and/or Competitive Bid Process (CBP), or other generation procurement process results in a PTC that is equal to or less than the comparable annualized generation and transmission rates and riders in effect as of the

effective date of this Agreement or (2) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or (3) any other regulatory action including but not limited to action by any regional transmission organization or similar entity, EDU, governmental entity or agency, NERC and other industry reliability organization, or court. In the event that the program is terminated, you will be returned to your EDU's standard service offer.

**Customer Consent and Information Release Authorization.** By choosing to not to opt-out of your community's aggregation program, or by joining the aggregation program through affirmative consent you understand and agree to the terms and conditions of this Agreement with FES. You authorize FES to obtain information from your 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.

**Contract Expiration.** At least every three years, you will be given the opportunity to opt-out of your community's aggregation program. You are responsible for arranging for your electric supply upon termination of this Contract.

**Dispute Procedures.** Contact FES with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 8AM – 5PM EST or in writing at 341 White Pond Drive, Attn: Contract Administration, Akron, OH 44320. Our web address is [www.firstenergysolutions.com](http://www.firstenergysolutions.com). If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 am to 5:00 pm weekdays or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Customers may also call the Ohio Consumers' Counsel (OCC) at 1-877-742-5622 (toll free) from 8:00 am to 5:00 pm weekdays or at [www.pickocc.org](http://www.pickocc.org).

**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.

**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.

## **Mount Healthy Electric Governmental Aggregation Program Frequently Asked Questions**

### **What is aggregation?**

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

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

In November 2013, Mount Healthy voters approved an opt-out aggregation program authorizing Mount Healthy to contract for an electric generation supplier on their behalf.

### **Who is the certified electric generation supplier?**

FirstEnergy Solutions Corp., an Ohio-based company and a subsidiary of FirstEnergy Corp., is our supplier. They offer 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.

### **Is your price for electric generation service fixed, or does it vary?**

In this program, your price for electric generation service will be fixed at 5.27 cents per kilowatt-hour (kWh) until April 2017.

### **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 special generation pricing under this program. You may choose to be in the aggregation group and begin receiving this price by simply **not** returning the opt-out form.

### **What should I do if I do not want to be included in this governmental aggregation?**

If you choose not to participate, you must take action to opt out. "opt out" means that you can decide not to participate in Mount Healthy's electric governmental aggregation program. By returning the opt-out form, which is included in this mailing, by the due date you will not be enrolled as an electric generation customer with FirstEnergy Solutions, Mount Healthy's competitive electric generation supplier, and you will not receive the special pricing.

### **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 Mount Healthy's 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 exit this program without penalty?**

Yes, you can leave this program free of charge, at any time and for any reason.

### **If I am in the Mount Healthy's electric aggregation program, who will deliver my power, read my meter and respond to emergencies, such as power outages?**

Your local electric company will be responsible for the delivery of power to your home or business. Because 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.

### **If I am in the aggregation, can I stay on budget billing?**

Yes, you can remain on budget billing.

### **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.

For answers to questions not found here, please call 1-866-636-3749, Monday through Friday, 8 a.m. to 5 p.m. Mt. Healthy is pleased to have made this program possible, but asks that specific questions about the program be addressed with FirstEnergy Solutions.

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**10/15/2015 5:15:46 PM**

**in**

**Case No(s). 13-2423-EL-GAG**

Summary: Opt-Out Notice to be sent to newly eligible customers in the City's Electric Aggregation Program.  
electronically filed by MARK R BURNS on behalf of City of Mount Healthy