



Public Utilities Commission

Original GAG Case Number	Version
07 - 255 -EL-GAG	August 2004

RENEWAL APPLICATION FOR ELECTRIC GOVERNMENTAL AGGREGATORS

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

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

A. RENEWAL INFORMATION

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

Legal Name City of Cleveland (Cuyahoga)
Address 1201 Lakeside Avenue, Cleveland, Ohio 44114
PUCO Certificate # and Date Certified _____
Telephone # (216) 664-3922 Web site address (if any) www.city.cleveland.oh.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

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 ROBERT L. DAVIS
Title DIRECTOR, DEPT. OF PUBLIC UTILITIES
Business address 1301 LAKESIDE AVENUE
Telephone # 216-664-2444 Fax # 216-664-3454
E-mail address Robert.Davis@clelandwater.org

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

Name Julia Hall
Title Business Development Manager
Business address 355 E Campus View Blvd. Suite 150; Columbus, OH 43235
Telephone # (614) 844-4304 Fax # (614) 844-4305
E-mail address julia.hall@constellation.com

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

Customer Service address 355 E Campus View Blvd. Suite 150; Columbus, OH 432
Toll-free Telephone # (855) 879-1253 Fax # (614) 844-4305
E-mail address aggregationprogrammanager@exeloncorp.com


Signature of Applicant & Title

ROBERT L. DAVIS
DIRECTOR, DEPT. OF PUBLIC UTILITIES

Sworn and subscribed before me this 15th day of March, 2017

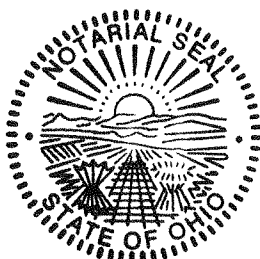
Month

Year


Signature of official administering oath

William T Zigli, Deputy Commr
Print Name and Title

My commission expires on N/A



WILLIAM T. ZIGLI
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

AFFIDAVIT

State of Ohio :

Cleveland ss.
(Town)

County of Cuyahoga :

ROBERT L. DAVIS, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the DIRECTOR (Office of Affiant) of CITY OF CLEVELAND (Name of Applicant);
DEPT. OF PUBLIC UTILITIES

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

1. The Applicant herein, attests under penalty of false statement that all statements made in the application for certification renewal are true and complete and that it will amend its application while the application is pending if any substantial changes occur regarding the information provided in the application.
2. The Applicant herein, attests it will timely file an annual report with the Public Utilities Commission of Ohio of its intrastate gross receipts, gross earnings, and sales of kilowatt-hours of electricity pursuant to Division (A) of Section 4905.10, Division (A) of Section 4911.18, and Division (F) of Section 4928.06 of the Revised Code.
3. The Applicant herein, attests that it will timely pay any assessments made pursuant to Sections 4905.10, 4911.18, or Division F of Section 4928.06 of the Revised Code.
4. The Applicant herein, attests that it will comply with all Public Utilities Commission of Ohio rules or orders as adopted pursuant to Chapter 4928 of the Revised Code.
5. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, and its Staff on any utility matter including the investigation of any consumer complaint regarding any service offered or provided by the Applicant.
6. The Applicant herein, attests that it will fully comply with Section 4928.09 of the Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
7. The Applicant herein, attests that it will comply with all state and/or federal rules and regulations concerning consumer protection, the environment, and advertising/promotions.
8. The Applicant herein, attests that it will use its best efforts to verify that any entity with whom it has a contractual relationship to purchase power is in compliance with all applicable licensing requirements of the Federal Energy Regulatory Commission and the Public Utilities Commission of Ohio.
9. The Applicant herein, attests that it will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution companies, the regional transmission entities, and other electric suppliers in the event of an emergency condition that may jeopardize the safety and reliability of the electric service in accordance with the emergency plans and other procedures as may be determined appropriate by the Commission.
10. If applicable to the service(s) the Applicant will provide, the Applicant herein, attests that it will adhere to the reliability standards of (1) the North American Electric Reliability Council (NERC), (2) the appropriate regional reliability council(s), and (3) the Public Utilities Commission of Ohio. (Only applicable if pertains to the services the Applicant is offering)

11. The Applicant herein, attests that it will inform the Commission of any material change to the information supplied in the renewal application within 30 days of such material change, including any change in contact person for regulatory purposes or contact person for Staff use in investigating customer complaints.
12. The Applicant herein, attests that if the opt-out is in draft form, the Applicant will docket the final opt-out (including beginning and ending dates of the 21-day -out period and the selected CRES supplier) with the Commission within 10 days prior to providing or offering service.

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



Signature of Affiant & Title

ROBERT L. DAVIS
DIRECTOR, DEPT. OF PUBLIC UTILITIES

Sworn and subscribed before me this 15th day of March, 2017
Month

Year


Signature of official administering oath

William T. Zigli, Deputy Commr
Print Name and Title

My commission expires on N/A



WILLIAM T. ZIGLI
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

**CITY OF CLEVELAND
EXHIBIT A-2
AUTHORIZING ORDINANCES**

ORDINANCE TO PLACE ISSUE ON BALLOT – 2 Pages

ORDINANCE TO PASS THE PLAN OF OPERATIONS – 1 Page

the tax value of all lots and lands within the 2001-2002 Tree Maintenance District, which said lots and lands are hereby determined to be specially benefited by said work in the amount equal to the amount specially assessed against each such lot and land. The cost of said work shall include the cost of plans, specifications, profiles and estimates and of printing, serving and publishing notices, resolutions and ordinances, the amount of damages resulting from the work assessed in favor of any owner of land affected by the work and the interest thereon, the costs incurred in connection with the preparation, levy and collection of special assessments, the cost of purchasing, appropriating and otherwise acquiring therefor any required real estate or interests therein, expenses of legal services, the cost of all labor and materials, and all other necessary expenditures.

Section 5. That the assessments to be levied shall be payable in cash within thirty (30) days after passage of the City's ordinance of assessment or at the option of the owner in one (1) annual installment. All cash payments remaining unpaid at the expiration of said thirty (30) days shall be certified by the Clerk of this Council to the County Auditor as provided by law to be placed by him on the tax duplicate and collected as other taxes are collected.

Section 6. That no notes or bonds of the City of Cleveland shall be issued in anticipation of the collection of the special assessment.

Section 7. That the Commissioner of Assessments and Licenses is hereby authorized and directed to prepare and file in the Office of the Clerk of Council an estimated assessment in accordance with the provisions of this resolution showing the amount of the assessment against each lot or parcel of land to be assessed. Such estimated assessments shall be based upon the estimated cost of the Tree Maintenance which is now on file in the Office of the Clerk of Council.

Section 8. That this ordinance is hereby declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed July 17, 2000.

Effective July 25, 2000.

Ord. No. 732-2000.
By Councilmen Melena, Cintron, Cimperman and Patmon (by departmental request).

An emergency ordinance authorizing the Director of Public Service to lease property located at the southeast corner of Detroit Avenue and West 80th Street to St. Augustine Manor, or their designee, for a term not to exceed ten years, with two ten-year options to renew.

Whereas, the City of Cleveland owns certain property located on the

southeast corner of Detroit Avenue and West 80th Street which is not needed for public use for the next ten years; and

Whereas, St. Augustine Manor, or their designee, has proposed to lease said property from the City; and

Whereas, this ordinance constitutes an emergency measure providing for the usual daily operation of a municipal department; now, therefore,

Be it ordained by the Council of the City of Cleveland:

Section 1. That notwithstanding and as an exception to the provisions of Chapters 181 and 183 of the Codified Ordinances of Cleveland, Ohio, 1976, the Director of Public Service is authorized to lease to St. Augustine Manor, or their designee, certain property which is determined to be not needed for public use for the term of the lease, and which is described as follows:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio and known as being part of Original Brooklyn Township Lot No. 29 and parts of Sublots Nos. 1, 2, 3, 4 and 5 in The Chas Pease Subdivision of part of Original Brooklyn Township Lot No. 29 as shown by the recorded plat in Volume 20 of Maps, Page 12 of Cuyahoga County Records, together forming a parcel of land bounded and described as follows:

Beginning on the Southeasterly line of Detroit Avenue, N.W. (66 feet wide) at its point of intersection with the Northeasterly line of West 80th Street (40 feet wide);

Thence Northeasterly along said Southeasterly line of Detroit Avenue N.W. 438.83 feet to the Westerly line of a parcel of land conveyed to The West Side Deutscher Frauen Verein by deed dated March 19, 1894 and recorded in Volume 557 Page 636 of Cuyahoga County Records;

Thence Southerly along said Westerly line to a point distant Southeasterly by rectangular measurement 20 feet from said Southeasterly line of Detroit Avenue N.W.;

Thence Southwesterly parallel with said Southeasterly line of Detroit Avenue N.W. to said Northeasterly line of West 80th Street;

Thence Northwesterly along said Northeasterly line 20 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Section 2. That the term of the lease authorized above shall not exceed ten years, with two (2) options exercisable by the Director of Public Service, to renew for an additional ten-year term, and cancellable upon thirty days written notice by said Director

Section 3. That the property described above shall be leased at a rental of \$1.00 per year.

Section 4. That the lease may authorize the lessee to make improvements to the leased premises subject to the approval of appropriate City agencies and officials.

Section 5. That the lease shall be prepared by the Director of Law and shall contain such authorized terms and conditions as are required to protect the interests of the City.

Section 6. That the Director of Public Service and the Director of Law, and other appropriate City officials, are authorized to execute such other documents and certificates, and take such other actions as may be necessary or appropriate to effect the lease authorized by this ordinance.

Section 7. That this ordinance is hereby declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed July 17, 2000.

Effective July 25, 2000.

Ord. No. 820-2000.
By Councilmen O'Malley, Lewis and Patmon (by departmental request).

An emergency ordinance authorizing the submission to the electors of the City of Cleveland of a proposal to authorize the City of Cleveland to act as an aggregator on behalf of the Cleveland Electric Illuminating Company customers within the City for electrical power in the Year 2001 and thereafter.

Whereas, pursuant to Article XVIII, Section 4 of the Ohio Constitution, the City of Cleveland has plenary power to, among other things, own and operate municipal utilities or to contract with others for the provision of utility services to the residents and businesses located within the City; and

Whereas, pursuant to R.C. Section 4928.01, et seq., municipalities and others may aggregate customers within their jurisdiction in order to facilitate "customer choice" in electric power suppliers and to promote lower cost electric utility services within the City; and

Whereas, aggregation by the City may permit Cleveland Electric Illuminating Company customers within the City to realize lower electric rates from the collective purchasing of electric services; and

Whereas, the City of Cleveland desires to submit an ordinance to the Board of Elections to submit to the electors of the City of Cleveland the question of whether the City should create an aggregation program in accordance with R.C. Section 4928.20; and

Whereas, this ordinance constitutes an emergency measure providing for the immediate preservation of the public peace, property, health or safety in that it must be certified to the election authorities in order for the question to appear at a special election to be held on November 7, 2000, to establish a retail aggregation program for the benefit of the City's electric consumers by January 1, 2001, the date that "customer choice" commences in Ohio pursuant to R.C. Section 4928.01, et seq.; now, therefore,

Be it ordained by the Council of the City of Cleveland:

Section 1. That this Council hereby authorizes the submission to the electors of the City of Cleveland at a special election to be held at the usual places of voting of said City on Tuesday, November 7, 2000, of a proposal to authorize the City of Cleveland to act as an aggregator on behalf of the Cleveland Electric Illuminating Company customers within the City for electric power in the year 2001 and thereafter in accordance with R.C. Section 4928.20.

Section 2. That the proposed aggregation authorization, upon receiving at least a majority of the votes cast thereon at the November 7, 2000, special election, shall become effective immediately upon its adoption, and the City's aggregation program shall thereafter commence in accordance with the plan of operation to be established pursuant to R.C. Section 4928.01, et seq. If the proposed aggregation authorization is so adopted, all Cleveland Electric Illuminating Company customers within the City shall automatically be included in the City's aggregation program, provided, however, that each customer shall have an opportunity to opt out of the City's aggregation program.

Section 3. That the Clerk of this Council is hereby authorized to promptly forward a certified copy of this ordinance to the Board of Elections of Cuyahoga County by no later than August 24, 2000.

Section 4. That the Board of Elections of Cuyahoga County shall cause an appropriate notice to be duly given of the election to be held on November 7, 2000, on the foregoing proposal and otherwise to provide for such election in the manner provided by the general laws of the State of Ohio.

Section 5. That the Clerk of this Council is hereby authorized to cause the full text of this Ordinance to be published once a week for two consecutive weeks in a newspaper of general circulation published in the City of Cleveland, with the first publication to be made at least fifteen days prior to the special election to be held on November 7, 2000, as provided in Article XVIII, Section 9 of the Constitution of the State of Ohio and Section 731.211 of the Ohio Revised Code.

Section 6. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 7. That the ballot submitting the question of the adoption of the aforesaid proposal shall read as follows:

A majority affirmative vote is necessary for passage.

Shall the City of Cleveland have authority to act as an aggregator on behalf of the Cleveland Electric Illuminating Company customers within the City in the year 2001 and thereafter?

FOR THE CITY OF CLEVELAND
ACTING AS AN AGGREGATOR
ON BEHALF OF CLEVELAND
ELECTRIC ILLUMINATING COM-
PANY CUSTOMERS WITHIN
THE CITY OF CLEVELAND

AGAINST THE CITY OF CLEVELAND
ACTING AS AN AGGREGATOR
ON BEHALF OF CLEVELAND
ELECTRIC ILLUMINATING COM-
PANY CUSTOMERS WITHIN THE CITY OF CLEVELAND

Section 8. That this ordinance is hereby declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed July 17, 2000.
Effective July 25, 2000.

Ord. No. 837-2000.

By Councilmen Citron, Lewis and Patmon (by departmental request).

An emergency ordinance to amend Sections 505.11 and 505.12 of the Codified Ordinances of Cleveland, Ohio, 1976, as amended by Ordinance No. 1168-92, passed June 15, 1992, and Ordinance No. 2417-90, passed June 17, 1991, relating to duty to repair sidewalks, curbs and gutters, duty to maintain certain sidewalks and liability.

Whereas, this ordinance constitutes an emergency measure providing for the usual daily operation of a municipal department; now, therefore,

Be it ordained by the Council of the City of Cleveland:

Section 1. That Sections 505.11 and 505.12 of the Codified Ordinances of Cleveland, Ohio, 1976, as amended by Ordinance No. 1168-92, passed June 15, 1992, and Ordinance No. 2417-90, passed June 17, 1991, are hereby amended to read as follows:

Section 505.11 Duty to Repair Sidewalks, Curbs and Gutters; Duty to Maintain Certain Sidewalks; Liability

(a) No owner or occupant of abutting lots or lands shall fail to keep the sidewalks, curbs, and gutters in repair and free from snow, ice or any nuisance. (RC 723.011)

(b) In addition to the duty contained in division (a) of this section, no owner or occupant of abutting lots or lands which are used, in whole or in part, for the operation of a business, or which previously have been used for the operation of a business and are now vacant, shall maintain sidewalks with the characteristics contained in division (a) of Section 505.12. As used in this division, "business" means any enterprise, activity, profession or undertaking of any nature conducted for profit or ordinarily conducted for profit, whether by an individual, partnership, association, corporation

or any other entity, but not including the rental of residential premises.

(c) An owner or occupant of abutting lots or lands who fails to comply with division (a) or, if applicable, division (b) of this section:

(1) shall be liable in money damages to any person who, as a result of such owner's or occupant's failure to comply, sustains bodily injury or property damage while in the lawful use of the sidewalk (an "injured party"); and

(2) shall be liable to and reimburse the City for all money paid by the City on any claim made or judgment obtained against the City by an injured party.

(d) When the Director of Public Service determines that an owner fails to keep the sidewalks, curbs, and gutters in repair because those sidewalks have one or more of the characteristics set forth in division (a) of Section 505.12, the Director shall serve or cause to be served upon such owner a notice which states in detail the nature of the violation. The notice shall also contain an estimate of the cost to repair the sidewalk, curb, or gutter and shall notify the owner that he may submit payment of the estimated amount to the City by a certain date and enter into an agreement with the City to effectuate the repairs. Upon receipt of the estimated amount and the agreement, the City will construct or repair the sidewalk. If the actual cost of construction or repair is not equal to the estimated amount, the City will bill the owner for any additional cost or reimburse the owner for any amount paid to the City that exceeds the actual cost. The agreement required above shall contain such terms and provisions as determined by the Director of Law to protect and benefit the City. This notice is not a substitute for the notice described in division (b) of Section 505.12, but may be issued with that notice.

Section 505.12 Failure to Maintain Certain Sidewalks

(a) Sidewalks having the following characteristics are determined to be in need of maintenance:

(1) Any block having multiple cracks or any single crack larger than one-fourth inch (1/4") wide.

(2) Adjoining sections of block, or portion thereof, whose edges differ vertically by one-half inch (1/2") or more.

(3) Any block with a transverse slope in excess of three-eighths inch (3/8") plus or minus one-eighth inch (1/8") per horizontal foot toward the street.

(4) Any block with a reverse slope (a slope away from the street).

(5) Any block with a depression or depressions that impound water to a depth of one-quarter inch (1/4") or more.

(6) Any block with disintegrated or deteriorated areas or missing pieces or missing particles of aggregate.

(7) Any adjoining blocks the expansion or control joints of which are separated by one-half inch (1/2") or more.

Ord. No. 1542-02.

By Council Members Gordon, Cimperman and Jackson (by departmental request).

An emergency ordinance authorizing the Director of Community Development to enter into contract with Buckeye Area Development Corporation, or its designee, to provide financial assistance in the form of a Community Development Float Loan to partially finance the construction of single-family lease-purchase homes in the Buckeye area.

Whereas, this ordinance constitutes an emergency measure providing for the usual daily operation of a municipal department; now, therefore,

Be it ordained by the Council of the City of Cleveland:

Section 1. That the Director of Community Development is authorized to enter into a Community Development Float Loan Agreement with Buckeye Area Development Corporation, or its designee, to provide financial assistance to partially finance the construction of single-family lease-purchase homes in the Buckeye area.

Section 2. That the terms of said loan shall be determined by the Director of Community Development in accordance with Federal regulations, State and local laws, and said Director is authorized to amend said terms, from time to time, as she deems necessary to remain consistent with said laws and regulations.

Section 3. That the aggregate cost of the agreement referenced above shall not exceed Two Million Dollars (\$2,000,000) and shall be paid from Fund No. 14 SF 810, Request No. 125717.

Section 4. That the Director of Community Development is authorized to accept collateral as she shall deem adequate in order to secure repayment of said loan. Any and all security instrument agreements or other agreements shall be prepared and approved by the Director of Law.

Section 5. That the Director of Community Development is authorized to accept monies in repayment of the loan and to deposit said monies in Fund No. 14 SF 810.

Section 6. That the Director of Community Development is authorized to charge and accept fees in an amount not to exceed the maximum allowable under federal regulations and expend such fees to cover costs incurred in the preparation of the loan application, closing, and servicing of the loan.

Section 7. That the Director of Law is authorized to prepare said contract and such other documents as may be appropriate to complete the transactions.

Section 8. That this ordinance is declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed October 14, 2002.

Effective October 17, 2002.

Ord. No. 1884-02.

**By Council Members Coats and Jackson (by departmental request).
An emergency ordinance approving amendments to the Plan of Operation and Governance for the City's electric aggregation program.**

Whereas, the City of Cleveland created a retail electric aggregation program to authorize the City to combine the electric loads of its residents and businesses for the purpose of seeking cheaper sources of electricity for such customers; and

Whereas, under Ordinance No. 1960-2000, passed November 20, 2000, this Council approved a Plan of Operation and Governance for the aggregation program, as required by Section 4928.20(C) of the Ohio Revised Code; and

Whereas, this Council has determined to amend the Plan of Operation and Governance to comply with the final aggregation rules issued by the Public Utilities Commission of Ohio; and

Whereas, this ordinance constitutes an emergency measure providing for the usual daily operation of a municipal department; now, therefore,

Be it ordained by the Council of the City of Cleveland:

Section 1. That this Council approves the Amended Plan of Operation and Governance contained in File No. 1884-02-A for the implementation and administration of the City's electric aggregation program under Section 4928.20(C) of the Ohio Revised Code.

Section 2. That this ordinance is declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed October 14, 2002.

Effective October 17, 2002.

Ord. No. 2032-02.

**By Council Member Cimperman.
An emergency ordinance to amend Section 2 of Ordinance No. 606-02, passed April 1, 2002 relating to an agreement with Sculpture Center, through the use of Ward 13 Neighborhood Equity Funds.**

Whereas, this ordinance constitutes an emergency measure providing for the usual daily operation of a municipal department; now, therefore,

Be it ordained by the Council of the City of Cleveland:

Section 1. That Section 2 of Ordinance No. 606-02, passed April 1, 2002, are hereby amended to read as follows:

Section 2. That the cost of said contract shall be in an amount not to exceed \$8,390 and shall be paid from Fund No. 10 SF 166.

Section 2. That Section 2 of Ordinance No. 606-02, passed April 1, 2002, are hereby repealed.

Section 3. That this ordinance is hereby declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of

all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed October 14, 2002.

Effective October 17, 2002.

Ord. No. 2033-02.

**By Council Member Cimperman.
An emergency ordinance authorizing and directing the Director of Public Service to issue a permit to The Historic Warehouse District to hang five banners on W. 6th St., Lakeside Ave., & St. Clair Ave., using Cleveland Public Power utility poles (by separate permission) publicizing their special event for the period of October 10, 2002 to December 31, 2002, inclusive.**

Whereas, this ordinance constitutes an emergency measure providing for the usual daily operation of a municipal department; now, therefore,

Be it ordained by the Council of the City of Cleveland:

Section 1. That notwithstanding the provision of Section 623.13 of the Codified Ordinances of Cleveland, Ohio 1976, the Director of Public Service is hereby authorized and directed to issue a permit to The Historic Warehouse District, 614 Superior Avenue NW, Suite 714, Cleveland, Ohio 44113, to install, maintain and remove 5-banners to be hung on Cleveland Public Power utility poles, (by separate permission), for the period of October 10, 2002 to December 31, 2002, inclusive, publicizing their special event, and which banners are to be placed at the following pole locations and on the following pole numbers: West 6th Street; S.W. Corner of Johnson Ct., No Tag; SW Corner of Lakeside Ave., No Tag; Lakeside Avenue; SE Corner of West 6th St., No Tag; SE Corner of West 4th St., No Tag; St. Clair Avenue; NW Corner of West 4th St.; and which pole and banner locations shall be approved by the Director of Public Service in consultation with the Director of Public Safety, as to type, method of affixing and location so as not to interfere with any sign erected and maintained under the requirements of law or ordinance. The permission of the owner of any pole from which a banner will be placed must be obtained prior to issuance of the permit. No commercial advertising shall be printed or permitted on said banners, and said banners shall be removed promptly upon the expiration of said permit.

Section 2. That this ordinance is hereby declared to be an emergency measure and provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed October 14, 2002.

Effective October 17, 2002.

CITY OF CLEVELAND
EXHIBIT A-3

PLAN OF OPERATION AND GOVERNANCE

PLAN OF OPERATIONS AND GOVERNANCE – 15 Pages

City of Cleveland's Electric Aggregation Program
Amended Plan of Operation and Governance Reference Sheet
Ordinance 1884-02
(10/8/02)

Cleveland Public Power's Office of Aggregation has updated the original Plan of Operation and Governance to comply with rules that were issued by the PUCO after City Council approved the Original Plan of Operation and Governance. Although the changes made were not substantial in nature, they will benefit the customer. Please refer to the recommended list of changes below.

Section Changes To Comply With New PUCO Rules:

- Under Definitions - "Enrollment Period" was changed from 10 to 21 days.
- Sections 2, 5.3, and 6.1 - Added new PUCO rule requiring opt-outs to be at least 21 days.
- Section 5.2 - Added description of process for developing pool of customers.
- Section 5.3 - Changed Opt-out Period to 21 days with the right to opt-out every two years.
- Section 6.2 - Added paragraph to describe "refresh process".
- Section 7.3 - Added credit requirements for CEI Rate 125 or larger customers.
- Section 7.4 - Added paragraph on "consolidated billing".
- Section 7.5 - Clarified how CEI applies payments received and defined that customers must be current to remain in the Program.

Section Changes To Comply With City's Rules and Regulations:

- Section 7.6 - Added and simplified description of collection process.
- Section 9.1 - Added CRES Provider's dispute resolution policy.

Other Section Changes:

- Section 5.3 - Changed customer notification process to be more detailed.
- Section 5.5 - Enrollments, switches and drops need to be received at least 12 days prior to customer's next meter read date.
- Section 10 - Customers that switch to PIPP must follow 12-day switching rule.

General Changes Throughout The Plan:

- Simplified wording and changed present/past tenses for consistency
- Terminology (i.e. "WPS Energy" to "CRES Provider", "Switching Fee" to "Early Termination Fee", "opt-in" to "join", and "retain participant status" to "eligibility")
- Added terms - "Free Switching Period", "Program Rate" and "Bill Ready Consolidated Billing"

COUNCIL FILE NO. 1884-02-A

**CITY OF CLEVELAND
DEPARTMENT OF PUBLIC UTILITIES**

**DIVISION OF
CLEVELAND PUBLIC POWER**

**AMENDED
AGGREGATION
PLAN OF OPERATION
AND GOVERNANCE**

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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 retail consumers of CEI within the corporate limits of the City of Cleveland who do not "opt out" of the City's aggregation program.

"Power Supply Agreement" means the contract agreed to between the City of Cleveland and its CRES Provider to supply generation service to the City's aggregation program.

"CRES" means Competitive Retail Electric Service as defined by the PUCO.

"CRES Provider" means a CRES supplier that has been certified by the PUCO to provide retail electric generation, power brokering or power marketing that has signed a Power Supply Agreement with the City of Cleveland.

"City Load" means all City accounts served by CEI both inside and outside the corporate limits of the City of Cleveland including, but not limited to, the Departments of Utilities, Port Control, Public Service, Health, Public Safety, Parks, Recreations and Properties, and Community Development, and the City's street lighting and traffic signal accounts.

"Competitive Retail Electric Service" means retail electric service that is deemed competitive pursuant to the Ohio Revised Code Section 4928.01(B).

"Consolidated Billing" means combining the local utility's charges and the generation supplier's charges on one billing statement.

"Enrollment Period" means the 21-day period that coincides with the 21-day Opt-out Period.

"Free Switching Period" means the 14-day period following an allocation of MSG and the CRES Provider's disclosure of the Program Rate for the aggregation program.

"Government Aggregator" means a municipality that provides aggregation services.

"MSG" means Market Support Generation, which is generation capacity available from the FirstEnergy Transition Plan Settlement made available by FirstEnergy at a price intended to stimulate the competitive retail electric market in Ohio.

"Opt-out Period" means the period of time in which CEI customers in Cleveland must opt out of Cleveland's aggregation program or they will be automatically enrolled in the program. This period coincides with the program's Enrollment Period.

"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.

"Standard Service Offer" means CEI's retail electric rates, including generation charges, as approved by the PUCO.

"Two-Bill Method" means a customer receives a bill from the local utility and a separate bill from the generation supplier.

1. MUNICIPAL AGGREGATION IN CLEVELAND

Amended Substitute Senate Bill 3 ("S.B. 3") opened Ohio's retail electric market beginning 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.

Municipal aggregation, the combining of multiple electric loads by a municipality, provides the means through which Cleveland's residential and small business consumers may obtain the economic benefits of Ohio's competitive retail electric market. Cleveland's aggregation program combines the electric loads of residential, commercial and industrial customers to form a sophisticated buying group ("Aggregation Group"). The City of Cleveland will act as Purchasing Agent for the Aggregation Group. This means that Cleveland will be a governmental aggregator, as defined by the PUCO, and shall act on behalf of Cleveland Electric Illuminating Company ("CEI") customers in the City to obtain the best electric generation rate for consumers that participate in the Aggregation Group.

2. THE PROCESS OF AGGREGATION

Cleveland has developed a form of municipal electric aggregation known as "opt-out" aggregation. Under the opt-out program, all CEI customers in the City are 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 City Council passed Ord. No. 820-2000 on July 17, 2000, which authorized submitting the selection of opt-out aggregation to the City's voters, who approved the measure in the election on November 7, 2000. In preparation for the election, City Council passed Ord. No. 1831-2000 on October 23, 2000, authorizing the City to enter into a Power Supply Agreement with a Competitive Retail Electric Service provider ("CRES"), which would be responsible for securing a source of power for the aggregation program and providing various aggregation services. The City selected WPS Energy Services, Inc. ("WPS Energy Services") as the CRES provider to provide these services. The arrangements with WPS Energy Services will also benefit certain City-owned facilities, located within and outside the City, that are presently CEI customers.

In addition to obtaining necessary City Council approvals, the City is also required to comply with various PUCO regulations. The City was certified as a Government Aggregator by the PUCO on November 27, 2000. As required by the regulations, the City developed this

Aggregation Plan of Operation and Governance ("Plan"). CEI customers in the City were notified of the rates, terms and conditions of the program, and were given a 10-day period, ending November 27, 2000, in which to opt out of the program. The City provided public notice of public hearings on the Plan, and the hearings were conducted on November 15 and 16, 2000. After the final rates for the aggregation program were finalized, customers who did not opt out during the initial 10-day period were allowed a 14-day Free Switching Period to opt out of the program at no charge. In compliance with current PUCO regulations all future opt-out periods will allow residents 21 days to opt out. (4901:1-21-17 [A] [9]).¹

3. ORGANIZATIONAL STRUCTURE AND OPERATIONS

The City of Cleveland Office of Aggregation ("the Office") was established in the Division of Cleveland Public Power ("CPP"), in the Department of Public Utilities and is subject to the City Charter, the Codified Ordinances, the Ohio Revised Code, and the PUCO Governmental Aggregation Rules.

The Office administers the Power Supply Agreement entered into by the City and WPS Energy Services, the CRES Provider. The Office assists the CRES Provider in identifying CEI customers that remain with CEI's standard offer; opt out of the Aggregation Group; renew a special contract with CEI; or are Percentage of Income Payment Plan ("PIPP") customers. The Office ensures that the City's aggregation program remains in compliance with all regulatory provisions including the annual reporting requirements and assessments imposed by the PUCO. The Office of Aggregation also oversees and/or undertakes market development and consumer education programs on behalf of the City, and will do so in collaboration with the CRES Provider.

3.1 Goals of Cleveland's Municipal Aggregation Program

1. To provide the benefits of a competitive retail electric market to all CEI electric consumers
2. To provide the benefits of aggregation to all CEI consumers on a nondiscriminatory basis
3. To provide the best electric generation price for the Aggregation Group
4. To provide consumer options for generation service
5. To educate electric consumers on the competitive retail electric market
6. To encourage the development of a competitive retail electric market in Cleveland
7. To encourage renewable energy development to the extent practicable

3.2 Power Supply Agreement

The Power Supply Agreement provides for the CRES Provider to serve the City's Government Aggregation Group and all City Loads inside and outside of the corporate limits of the City of Cleveland. The initial term of the agreement is for five (5) years, corresponding with the five-year retail electric competitive market development period approved by the PUCO.

¹ Parenthetical notations are references to the Ohio Administrative Code.

3.3 Aggregation Group Savings

Annual savings for the typical residential consumer (i.e., 500 kWh/month) in the Aggregation Group is expected to be between 3-7% of the total bill (i.e., 12-28% of generation costs) compared to FirstEnergy's standard offer. Annual Savings for a 1000kWh per month commercial customer is expected to be 3-6% of the total bill (i.e., 8-17% of generation cost). In the event that the price offered by the CRES Provider is greater than CEI's Standard Service Offer, when using a method of analysis predefined and agreed to by the City, residential participants will be allowed to switch generation suppliers without paying the CRES Provider an early termination fee.

3.4 Cleveland's Competitive Retail Electric Service (CRES) Supplier

The CRES Provider must satisfy each of the following requirements:

- Be eligible to receive Market Support Generation (MSG) from FirstEnergy pursuant to the Stipulation and the Supplemental Agreement arising from the FirstEnergy Transition Plan Case
- Be a licensed Federal Power Marketer with the Federal Energy Regulatory Commission
- Be certified as a CRES by the PUCO
- Register as a generation supplier with CEI
- Have a Service Agreement for Network Integration Transmission Service under FirstEnergy's Open Access Transmission Tariff
- Have a Service Agreement under FirstEnergy's Market-based Rate Tariff
- Have the corporate structure to sell both wholesale and retail firm power to the City of Cleveland
- Demonstrate that its Electronic Data Interchange computer network is fully functional and capable of handling the 133,700 CEI retail electric customers in Cleveland and all City Loads
- Have the marketing ability to reach all 133,700 CEI retail electric customers to educate them on the City's aggregation program
- Have a call center capable of handling Cleveland's Aggregation Group customer calls
- Establish a toll-free number as required by the PUCO for customer service and complaints related to the City's aggregation program
- Hold the City financially harmless from any financial obligations arising from supplying power to the 133,700 CEI retail electric customers in the City and City Loads
- Satisfy the State of Ohio's, FirstEnergy's and the City's credit requirements
- Negotiate with the City and execute the Power Supply Agreement
- Assist the City 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
- Assist the City in developing detailed opt-out and opt-in procedures
- Provide the Automatic Aggregation Disclosure notice to CEI retail electric consumers in the City of Cleveland as required by Section 4928.20(D) of the Ohio Revised Code
- Affirmatively state the expected annual saving percentage for Aggregation Group participants
- Publish Notice of Public Hearings on the City's Plan of Operation and Governance

- Assist the City in holding Public Hearings on this Plan of Operation and Governance
- Assist the City in developing a Consumer Education Plan
- Submit a claim for MSG capacity to serve the Aggregation Group and City Loads
- Notify aggregation program participants of the first month of aggregation power delivery

3.4.1 CRES Provider Staffing and Regional Office

The CRES Provider has a regional office within the corporate limits of the City of Cleveland and grants a preference to Cleveland residents when staffing the office.

4. **PROGRAM FUNDING**

The CRES Provider's rates include an administrative fee, which is collected on behalf of the City to fund the implementation and administration of the City's aggregation program. The administrative fee is adjusted annually to cover the City's cost of administering the program and shall be a maximum of 0.50 mills per kWh for residential customers and 0.50 mills per kWh for commercial customers. The fee will be reviewed annually to ensure that the amounts collected do not exceed the cost of administering the aggregation program.

5. **ACTIVATION AND TERMINATION OF AGGREGATION SERVICE**

5.1 The Power Supply Agreement

Ordinance No. 1390-2000 provided the Director of Public Utilities, subject to City Council's approval, authority to enter contracts for the provision of retail electric aggregation services and power supply. Ordinance No. 1831-2000 authorized the Director of Public Utilities to enter into the Power Supply Agreement with the CRES Provider to provide for aggregation services and power supply. The terms and conditions of the Power Supply Agreement, the contract between the City and the CRES Provider, govern the implementation and administration of the City's aggregation program.

5.2 Customer Pool for CEI Residential Rate 50, Commercial General Service Rate 105 and Commercial Small General Service Rate 125

The pool of prospective Aggregation Group participants will include all CEI customers in the City of Cleveland. The CRES Provider will work with the City and CEI to include only CEI customers within the City of Cleveland's borders.

CEI Residential Rate 50 applies to residential installations in a single family house, a single suite in a multiple family house, or a single suite in a multiple apartment, a manufactured housing unit or any other residential unit, and not more than four such installations on the same premises when combined as defined in CEI's Tariff sheet No. 10.

CEI Commercial General Service Rate 105 applies to any commercial or industrial

customer or other general use having a demand of less than 30 kW during the current month and preceding eleven months as defined in CEI's Tariff sheet No. 30.

The pool of CEI Commercial Small General Service Rate 125 customers will consist of all eligible CEI customers in the City of Cleveland with a demand equal to or in excess of 30 kW during the current month or any of the preceding eleven months as defined in CEI's Tariff sheet No. 32. Commercial Small General Service Rate 125 customers must also satisfy WPS Energy Services credit, load and load factor requirements. For credit requirements see section 7.3. Eligible Commercial Small General Service Rate 125 customers will be offered a rate based on load information provided to WPS Energy Services by CEI. Accounts whose actual load profile does not substantially match the load information originally supplied by CEI may be returned to CEI with 30 days written notification. Eligible Commercial Small General Service Rate 125 customers must comply with CEI's metering requirements. (4901:1-21-16[B] (4)).

5.3 Notification of Customers

The CRES Provider notifies prospective Aggregation Group participants by US

Mail of the following terms and conditions of service:

- rates and charges
- terms and conditions
- CRES Provider information and contacts
- CRES Provider's toll-free number for customer service and complaints
- City of Cleveland Office of Aggregation contact information
- consumer education information
- the 21 day Opt-out Period and Enrollment Period
- Opt-out procedures
- the free opt back-in to consumers that opted out
- customer's right to opt out at least every two years from the establishment of the initial aggregation pool with no early termination fee. (4901:1-21-17 [B]),

5.4 Notification of CEI

Cleveland's CEI consumers that do not opt out of the City's Aggregation Group will be enrolled automatically in the aggregation program. Participants in the City's Aggregation Group will not be asked to take other affirmative steps in order to be included in the Group. To the extent that notification of participation is required by CEI, the City will coordinate with its CRES Provider to provide such notice to CEI. The CRES Provider and the City will work to inform CEI of individuals that seek to join the Aggregation Group after the expiration of the enrollment period.

5.5 Activation of Service

Generation service activation will occur without consumer action beginning on the customer's normal meter read, approximately 12-42 days after notification to CEI.

5.6 Termination of the Power Supply Agreement

In the event that the Power Supply Agreement is terminated prior to the end of the five-year market development period, each individual participant in the Aggregation Group will receive written notification from the CRES Provider of the termination of the Agreement at least sixty (60) days prior to termination. Participants will also be notified of their right to select an alternate generation supplier and of their ability to return to CEI's Standard Service Offer.

6. **OPTING OUT OF, OR INTO, THE AGGREGATION GROUP**

6.1 Opt-out Procedures

To comply with PUCO regulations, all future opt-out periods will offer customers 21 days to opt out. Prospective participants who would not like to join the Aggregation Group must return a postcard postmarked on or before the designated 21st day or contact the CRES Provider at 1-800-277-2157 on or before the 21st day. (4901:1-21-17 [A] [9] and 4901:1-21-16 [B][4]).

CEI consumers may opt out of Cleveland's Aggregation Group without incurring an early termination fee under the following circumstances:

- (1) during the 21-day Opt-out Period,
- (2) at the end of every two-year period, and
- (3) if the CRES Provider's rates are higher than those in CEI's Standard Service Offer when using a method of analysis agreed upon by the City and the CRES Provider.

There will be no charge by the City or the CRES Provider to participants that opt out at any of the times stated above. Participants that desire to opt out of the aggregation program at other times may be subject to an early termination fee assessed by the CRES Provider. The fee would vary by customer class depending on when the customer seeks to opt out during the two-year period. Residential customers may be subject to a \$50 fee in the first year and a \$25 fee in the second year. Small commercial customers (those with average energy use of 1000 kWh per month or less) may be subject to a \$100 fee in the first year and a \$50 fee in the second year. Fees for other classes of customers will be handled on a case-by-case basis depending on factors such as customer energy use characteristics and time remaining in the two-year enrollment term. (4901:1-21-16 [B]).

Aggregation Group participants that switch to a different generation supplier after the expiration of the Enrollment Period will be allowed to do so in correlation with the consumer's next scheduled meter read date. 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 the consumer's notice of intent to switch is received by the CRES provider. Customers that switch after the expiration of the Enrollment Period may be served under the Program's rates for at least one (1) month depending on the date of their next meter read.

(4901:1-21-16 [B])). Notification of intent to switch electric generation suppliers may be made by contacting the CRES Provider by telephone or in writing.

Consumers that opt out of the Aggregation Group will default to CEI's Standard Service Offer, until the consumer selects an alternate generation supplier. The CRES Provider may develop a "Come and Go Rate" for consumers that opt in and out of the Aggregation Group.

6.2 Procedures for Joining the Program

CEI customers who opt out or switch out of the Program at any time during the program may join the City's aggregation program at any time without paying a charge to either the City or the CRES Provider. However, CEI customers may be subject to a \$5.00 switching fee imposed by CEI. CEI customers may join the City's aggregation program after the expiration of the Enrollment Period by contacting the CRES Provider.

Customers that join the Aggregation Group after the expiration of the Free Switching Period will be accepted at the Program Rate (as defined in Section 7), or at a market-based price, subject to written policies mutually agreed to by the City and the CRES Provider. The market-based rate may be higher than the Program Rate.

Consumers moving into the City will have the option of joining the Aggregation Group at the Program Rate, subject to written policies mutually agreed upon by the City and the CRES Provider. Aggregation Group participants that move from one location to another within the corporate limits of the City of Cleveland will retain their eligibility at their former rate. Customers that move out of the City and/or out of CEI territory will no longer be eligible to participate in the program and will not incur an early termination fee.

On a quarterly basis the CRES Provider may enroll new CEI customers or customers who have moved within the City of Cleveland by conducting a 21-day opt-out period based on the most current data received from CEI. The term of the enrollment for these customers shall coincide with that of the initial aggregation pool and shall expire at the same time as that of the customers originally enrolled in the Plan. These customers will be served at the same rate. For future offers the term of enrollment will be identified in the terms of the offer. (4901:1-21-16 [B] [8])).

7. **RATES, OTHER COSTS AND BILLING**

7.1 Rates

The City of Cleveland and its CRES Provider have negotiated mutually agreeable price terms. The initial rate was announced prior to the beginning of the Free Switching Period. The Program Rate is expected to provide the typical residential consumer (i.e., 500 kWh/month) total savings between 3-7% of the total bill (i.e., 12-28% off generation costs). Annual Savings for a 1000 kWh per month commercial customer is expected to be 3-6% off the total bill (i.e., 8-17% of generation cost). Savings projections are dependent on regulatory actions prior to and during the market development period and the City obtaining an allocation of MSG.

7.2 Other Costs

Government Aggregation participants will pay a one-time \$5.00 switching fee assessed by CEI. This fee will be assessed on the consumer by the CRES Provider and paid to CEI. The City of Cleveland will not be responsible for paying the switching fee.

7.3 Credit Requirements for CEI Commercial or Industrial Customers served under the Small General Service Schedule (CEI Rate 125) or larger

Due to the CRES Provider's increased credit risk with commercial or industrial customers served under the CEI Small General Service Schedule (CEI Rate 125) or larger customers, the CRES Provider may perform a credit check to determine which CEI Rate 125 or larger customers are current on their CEI bills. CEI Rate 125 or larger customers wishing to join the Program that meet the meter and load requirements, but that do not meet the CRES Provider's credit requirements, will be asked to verify that their CEI account is current before they will be enrolled in the Program. The credit requirement will only apply to the larger customers in the Program and will be paid for by the CRES Provider. (4901:1-21-16 [B] [4]).

7.4 Customer Billing

The CRES Provider commits to satisfying the customer billing requirements of R.C. Section 4928.10. The CRES Provider will use FirstEnergy's "Rate Ready Consolidated Billing" method initially or "Bill Ready Consolidated Billing" when it becomes available. The CRES Provider may perform consolidated billing on behalf of the local distribution company once the PUCO rules on consolidated billing are finalized. The CRES provider will not provide a separate bill to the program's participants for electric aggregation services. If, however, the local distribution company charges the CRES Provider for billing services, the City and the CRES Provider will consider alternate billing options. Such alternate billing options may not be implemented without prior approval of City Council.

Initially, all customers will continue to receive a monthly bill from CEI, which will include charges from WPS Energy Services for the electric generation portion of their bill. Customers may receive a consolidated bill from the CRES Provider for both the CRES Provider's and CEI's charges once the PUCO rules on consolidated billing are finalized. Customers are billed according to their CEI bill cycle. CEI bills customers monthly, in 21 billing cycles throughout the month. (4901:1-21-16 [B] [5]). Regardless of the form of billing, customers will receive one bill for their electric service.

7.5 Payment Terms

Customers are required to pay their entire CEI bill by their due date to avoid late charges and to maintain good standing in the program. Unless otherwise provided by the PUCO, all payments are applied to the CEI portion of the bill first and WPS Energy Service's charges will be paid after the amount owed to CEI is paid in full. Failure to pay the full amount due, including WPS Energy Service's charges, will lead to termination from the program. CEI's billing process

allows residential customers fifteen (15) days to pay the bill and commercial customers twenty-one (21) days. CEI provides past due notices on accounts thirty (30) days past due on CEI charges and disconnection notices to accounts sixty (60) days past due on CEI charges. (4901:1-21-16 [B] [5], [6]).

7.6 Collection Process

Customers are obligated to keep their accounts current. The collection process will be in accordance with the CEI collections process, if applicable, or with the WPS Energy Services process as provided below. The CEI collection process may be found in CEI's Tariff Sheet No. 4 page 14.

WPS Energy Services will notify customers in writing if their account has an outstanding balance exceeding \$25 that is 30 days past due and/or 60 days past due. Accounts that are 60 days past due may be terminated from the program and returned to CEI. Customers with accounts returned to CEI for non-payment are still obligated to pay WPS Energy Services for all past-due charges.

Customer accounts continuing as past due after termination from the program due to non-payment may be turned over to a collection agency and reported to the credit bureau, after ten (10) days' written notification. (4901:1-21-16 [B] [6]).

8. CONSUMER EDUCATION

The Office of Aggregation will work with the CRES Provider to develop a retail electric competition consumer education plan for retail electric consumers in Cleveland. The plan will focus on the needs of CEI customers in the City but will also address the retail electric competition educational needs of customers served by Cleveland Public Power. The Office of Aggregation and the CRES Provider will, where practicable, provide consumer education messages that are consistent with the messages of FirstEnergy, CEI's local campaign, and the statewide consumer education program. The requirements of the City's consumer education plan will be provided pursuant to the Power Supply Agreement. The plan may include a combination of the following communication approaches: advertising (television, radio, and print); direct mail; media relations; speaker's bureau; brochures and fact sheets; Internet sites; and the CRES Provider's toll-free customer service number.

9. RELIABILITY AND CUSTOMER SERVICE

For the protection of retail electric consumers in Ohio, the PUCO has adopted rules governing the minimum service, quality, safety, and reliability practices for local utilities like CEI. 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 such as CEI for system operation, reliability, and safety during emergencies and disasters.

CEI will continue to maintain and service its electric transmission and distribution

facilities in the City of Cleveland. Accordingly, the only thing that changes for the CEI consumers in Cleveland that participate in the Aggregation Group is the generation supplier. For the members in the Aggregation Group, the generation supplier will be the CRES Provider.

The CRES Provider will have a local office in Cleveland and shall provide customer service, an Internet web page, and the required toll free number.

9.1 Dispute Resolution

The CRES Provider shall attempt to resolve all customer complaints in compliance with the requirements specified in rule 4901:1-21-08 of the Ohio Administrative Code. All customers have the right to contact the PUCO through the PUCO web site at <http://www.puc.state.oh.us> or by calling toll free 1-(800)-686-7826 (voice) or 1-(800)-686-1570 (TDD). (4901:1-21-16 [B] [7]).

The CRES Provider will attempt to resolve all customer complaints in a timely and good-faith manner. Initial response to the customer's concern will occur within five (5) calendar days of complaint. (4901:1-21-08)

The CRES Provider will investigate customer complaints received from the PUCO and provide a status report to the customer, the City of Cleveland Office of Aggregation and the PUCO within five (5) calendar days.

If an investigation into a complaint received from the customer or a complaint referred by the PUCO is not completed within fourteen (14) calendar days, then a status report will be given to the customer, the City of Cleveland Office of Aggregation and, if applicable, the PUCO. These status reports will be given every five (5) calendar days until the investigation is complete, unless the action that must be taken takes longer than five (5) days and the customer has been notified. Final results of a Commission-referred complaint will be provided to the PUCO and the City of Cleveland Office of Aggregation either orally (phone) or in writing (e-mail, written correspondence), no later than five (5) calendar days after the investigation is completed. The final results will be provided in writing to the customer no later than five (5) calendar days after the investigation is completed.

Customers retain the right to contact the PUCO regarding complaints and disputes. The CRES Provider will provide customers with the current address, telephone numbers, including TDD/TTY telephone numbers, of the PUCO. Records of customer complaints will be retained for one (1) year after the occurrence of the complaint. A copy of the complaint record will be provided to the PUCO within five (5) days, if requested. (4901:1-21-16 [B] [7]).

10. UNIVERSAL SERVICE AND LOW-INCOME CUSTOMER ASSISTANCE

The Ohio Department of Development will oversee the Percentage of Income Payment Plan (PIPP) which will provide one-stop shopping for low-income assistance programs. There are five low-income assistance programs: 1) 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 are not eligible to participate in Cleveland's Aggregation Group since they are included in an aggregation program formed by the Director of the Ohio Department of Development. Cleveland Aggregation customers who switch to PIPP after joining the Cleveland Aggregation Group will be returned to CEI as soon as practicable.

11. TERMS AND CONDITIONS; RULES AND REGULATIONS

No later than 14 days prior to the commencement of aggregation service to customers of CET in the City, the Director of Public Utilities shall provide the Clerk of Council with rules and regulations for aggregation service for approval by the President of City Council and publication in the City Record. Such rules and regulations shall provide the terms and conditions of service for the participants in the City's aggregation program, and shall be consistent with the terms of the Plan of Operation and Governance and the Power Supply Agreement. This procedure shall be followed for any proposed change in the rules and regulations. In the interim, the terms and conditions governing aggregation service shall be as stated in the Plan of Operation and Power Supply Agreement.

12. LIABILITY

THE CITY OF CLEVELAND 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 CITY OR THE CRES PROVIDER. PARTICIPANTS IN THE AGGREGATION GROUP SHALL ASSERT ANY SUCH CLAIMS SOLELY AGAINST THE CRES PROVIDER PURSUANT TO THE POWER SUPPLY AGREEMENT, UNDER WHICH SUCH PARTICIPANTS ARE EXPRESS THIRD-PARTY BENEFICIARIES.

CITY OF CLEVELAND

EXHIBIT A-4

AUTOMATIC AGGREGATION DISCLOSURE NOTIFICATION

OPT OUT LETTER AND TERMS & CONDITIONS – 4 PAGES

June 22, 2015

ENROLLMENT NOTICE

Dear Resident or Small Business:

The City of Cleveland's aggregation program provides you the opportunity for price protection and rate stability. Aggregation brings together customers to gain group buying power for the purchase of competitively priced electricity. The City of Cleveland program was approved by voters in November 2000. The City of Cleveland selected Constellation Energy Services, Inc. to supply electricity to the City Electric Aggregation Program. As a resident or small business owner in the City of Cleveland, you are eligible to participate in this program.

You will be automatically enrolled in the program unless you opt out by July 14, 2015.

How you Benefit

The City of Cleveland has negotiated a competitive price of **\$0.0701/kWh**. This pricing will be effective from your first meter read on or after July 28, 2015 through your July 2017 meter read. Please see the enclosed Terms and Conditions for full details.

Billing and Service Unchanged

Other than the price and supplier, nothing regarding your electricity service will change. You will continue to receive one monthly bill from the Cleveland Electric Illuminating Company. Cleveland Electric Illuminating Company will continue to deliver your electricity, restore power following an outage, and be responsible for maintaining the system that delivers power to your home.

To participate in the program, DO NOT return the card below

If you do not wish to participate, fold and tear at perforation and return this portion in the enclosed envelope

Three things you should know

- ✓ If you do nothing, you will be automatically enrolled in the City of Cleveland Program.
- ✓ The Cleveland Electric Illuminating Company will continue sending monthly bills, responding to outages, and delivering your electricity.
- ✓ No one from the City of Cleveland program will ever come to your door to ask you to switch to a new supplier. Anyone who comes to your door asking you to switch is not with the City of Cleveland program.

continued on back...

NOTIFICATION OF INTENT TO OPT-OUT

- ☐ I do not wish to be part of the City of Cleveland Electric Aggregation program. By returning this card, I am officially opting-out of this program.

This notification is in regard to service at this address:

Name _____

Address _____

City/State/Zip _____



*When inserting
card into
envelope,
make sure that
barcode shows
through window.*



Enrollment Information

After your enrollment is finalized, the Cleveland Electric Illuminating Company will send you a letter confirming your enrollment. As required by law, this letter will inform you of your ability to rescind your enrollment without penalty.

Renewable Energy Options

If you do nothing, the standard program provides 50% of your energy from renewable sources. This means that half of your electricity usage will automatically be backed with renewable energy credits. Renewable energy credits ("RECs") reflect the environmental attributes from renewable energy resources, such as wind energy. Learn more about the City of Cleveland's sustainability efforts at www.SustainableCleveland.org.

You can also choose to increase the percentage of your usage which is backed by RECs to 100% by increasing your electricity price to \$0.0708/kWh or decline the 50% REC product and decrease your price to \$0.0694/kWh. If you prefer either of these options, and would still like to join aggregation, please go to www.constellation.com/oh-cleveland or call (855) 879-1253 to enroll. The non-REC option would reflect Constellation's standard supply mix, available at the same website.

Energy Efficiency for Aggregation Members

The City of Cleveland is excited to bring back the popular Cleveland EnergySaver Program, now run by Empower Gas & Electric*. FREE onsite energy assessments will identify cost-effective energy saving improvements. If you choose, program staff will guide you with implementation. The residential program will be offered starting September 1st, 2015, and the small commercial program will begin later in 2015. To learn more and schedule your free energy assessment, please visit www.clevelandenergysaver.com or call (855) 343-7884.

How to Opt Out

If you do not wish to participate in the City of Cleveland Electric Aggregation Program, you must opt-out by July 14, 2015. To opt out, return the enclosed postcard. You may also opt-out by contacting Constellation toll-free at (855) 879-1253 or online at www.constellation.com/oh-cleveland. If you do not opt-out you will be enrolled in the City of Cleveland Electric Aggregation Program. At the end of this term in July 2017, you will again be provided with an opportunity to opt-out of the City's Program, or you may terminate the agreement at any time without penalty.

If you have any questions, please refer to the Frequently Asked Questions on our website at www.constellation.com/oh-cleveland or contact Constellation toll-free at (855) 879-1253. Representatives are available 24 hours a day, 7 days a week.

Sincerely,

Constellation Energy Services, Inc.

Enclosure: Terms and Conditions

****Hablamos Español**** Para información adicional, llame a (855) 879-1253 para recibir información en español y el sitio web tiene información en español.

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*Additional terms and conditions apply. The Cleveland EnergySaver Program is not administered or sponsored by Constellation.

Electricity Purchase and Sale Terms and Conditions – Opt-Out Aggregation

The City of Cleveland, Ohio (“City”) selected Constellation Energy Services, Inc. (“Seller”) to supply the aggregation and to administer enrollments as described below. You, the account holder (also referred to as “Buyer”) for the eligible account associated with the service address referenced on the letter accompanying these Electricity Purchase and Sale Terms and Conditions (the “Account”), and Seller agree to the following terms and conditions. Seller and Buyer (individually referred to as “Party” and collectively as “Parties”) agree to the following Electricity Purchase and Sale Terms and Conditions (“Agreement”), as of July 28, 2015 (the “Effective Date”):

1. Opt-Out Enrollment: Enrollment is automatic for those who are eligible, but participation is voluntary. **IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY (1) DETACHING AND RETURNING THE OPT OUT CARD ATTACHED TO THE ENROLLMENT NOTICE POSTMARKED NO LATER THAN JULY 14, 2015, (2) BY CALLING (855) 879-1253 BY JULY 14, 2015 OR (3) BY OPTING-OUT ON SELLER’S WEBSITE AT WWW.CONSTELLATION.COM/OH-CLEVELAND.** If you choose to opt-out, you will be served by the standard service offer of the Cleveland Electric Illuminating Company (the “Utility”) or until you choose an alternative supplier of electric service.

2. Eligibility: To be eligible for opt-out aggregation, Buyer and the Accounts to be served (i) must be located within the City’s jurisdictional boundaries, (ii) must be served by the Utility, (iii) may not be under contract with another competitive supplier, (iv) may not be on the Public Utilities Commission of Ohio (“PUCO”) “do not aggregate” list, (v) must be in good standing with the Utility (including payment history), and (vi) may not be under a Utility special arrangement or percentage of income payment plan (PIPP).

3. Term and Renewal: This Agreement shall become binding on the Effective Date, provided however, the obligation of Seller to sell and schedule electricity for delivery to Buyer and the obligation of Buyer to purchase, take and pay for electricity is contingent upon: (a) eligibility of Buyer and the Accounts, (b) successful enrollment by the Utility, and (c) passage of the Rescission Period without effective cancellation by Buyer. Successful enrollment by the Utility is dependent upon (i) the eligibility of the Accounts, as set forth above and as determined by the Utility, to take from a retail electric supplier and (ii) the accuracy and completeness of any information submitted by Buyer and the City. Service will commence with **first meter reads on or after July 28, 2015** and shall remain in effect through the **July 2017** meter read (“Initial Term”), unless terminated pursuant to the terms of this Agreement or unless extended by a period not to exceed one month by agreement of the City and Seller. In the event ineligibility is not ascertained until after service commences, Seller shall provide notice of the same to Buyer and return Buyer to the Utility. Buyer shall have the opportunity to opt-out of the Aggregation at least every three years without penalty.

4. Rescission Period: The Utility will send Buyer a letter confirming transfer of service upon processing of Buyer’s enrollment and Buyer will have 7 days from the postmark date of that letter to cancel its enrollment, without penalty, (“Rescission Period”) by calling the Utility on the toll-free number provided in the letter or by providing written notice to the Utility.

5. Price and RECs:

a. Price: For each billing cycle of Initial Term, Buyer shall pay a Fixed Rate of \$0.0701 per kWh, multiplied by the billing cycle usage for the Accounts. Both Parties recognize that Seller’s charges include tariff charges that are set forth by the Utility, transmission provider, regional transmission organization or independent system operator (“RTO/ISO”), the Federal Energy Regulatory Commission, PUCO, and/or any other state or governmental agency having jurisdiction (each an “Authorized Entity”). Seller may pass through to Buyer, without markup as a separate line item or as an updated Fixed Rate, (a) any increase in such tariff charges or (b) other increase in Seller’s cost to provide electricity that result from an addition to, a change in, or change in interpretation by an Authorized Entity of, or change in administration by an Authorized Entity of, tariffs, operating protocols, laws, regulations, or other requirements of an Authorized Entity, as applicable [The Parties acknowledge that current PUCO rules require disclosure of certain third party intermediary and governmental aggregator fees (herein identified as the “City Fee”). The City’s administrative and energy efficiency fee of \$0.0003 per kWh has been included in the Fixed Rate. Buyer will also incur delivery and other additional service charges from the Utility. Switching fees may apply when service is established with Seller, but Buyer will not be charged separately by Seller for a switching fee.

b. RECs: The Price for the Initial Term includes the cost of voluntary renewable energy credits (“RECs”) representing the environmental attributes from electricity generated by a nationally-sited wind resources in an amount equal to **50%** of the Account(s) usage during the Initial Term (“Voluntary RECs”). By contacting Seller at toll-free (855) 879-1253 or at www.constellation.com/oh-cleveland, Buyer may (a) reject the Voluntary RECs or (b) increase the amount of RECs to 100% (less any percentage of the Account(s) already supported by REC purchases as a result of the Ohio renewable energy portfolio standard). In the event the type of REC to be sold no longer meet certain requirements of the City as detailed in Seller’s agreement with the City, the City and Seller may mutually agree on an acceptable replacement REC.

6. Billing and Payment: Buyer will be invoiced by the Utility for both Seller’s charges and the Utility’s delivery charges. Such billing and payment (including fees associated with late payments) shall be subject to the applicable Utility rules regarding billing and payment procedures. Seller may cause the Utility to correct previous invoices in the event of invoicing errors. Seller’s charges or credits not invoiced through the Utility shall be invoiced or credited, respectively, directly by Seller. Any such charges shall be due within 21 days following the invoice date and payments not received by the due date will be deemed past due and shall accrue interest on the unpaid balance from the due date until payment is received at a rate of 1.5% per month of the unpaid balance, provided that such percentage

does not exceed the maximum amount allowable by law. Seller offers budget billing for generation charges (except in Duke territory) and Buyer should contact Seller at the phone number identified in Section 10 to elect budget billing. Seller does not offer budget billing for generation charges in Duke territory, but Buyer may contact the Utility for information on whether the Utility offers budget billing for Seller's charges.

7. Taxes: Any tax levied against Seller by any governmental entity, exclusive of Seller's income tax or taxes levied on Seller's real or personal property that must be paid by Seller shall be passed through to and borne and reimbursed by Buyer. Buyer must provide Seller with any applicable exemption certificates. Buyer shall pay any such taxes unless Seller is required by law to collect and remit such taxes, in which case Buyer shall reimburse Seller for all amounts so paid.

8. Limitations: ALL ELECTRICITY SOLD HEREUNDER IS PROVIDED "AS IS", AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN AGREEMENT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES AND, FURTHER, IN NO CASE SHALL SELLER'S LIABILITY EXCEED THE AMOUNT OF BUYER'S SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS.

9. Environmental Disclosure: Seller's environmental disclosure label, which will be updated from time to time, is available on Seller's website.

10. Termination; Remedies: Seller may terminate Buyer's service under this Agreement for non-payment with at least 14 days written notice. Failure to pay Utility invoices may result in Buyer being disconnected in accordance with the Utility tariff. Buyer may terminate at any time without an early termination fees, including if Buyer moves outside of Seller's service area or into an area where the Seller charges a different price. If Buyer switches back to the Utility, Buyer may not be served under the same rates, terms, and conditions that apply to other customers served by the Utility. The Choice program is under the ongoing jurisdiction of the PUCO.

11. Force Majeure: Except for Buyer's obligation to pay Seller timely, neither Party shall be liable to the other for failure to perform an obligation if the non-performing Party was prevented from performing due to an event beyond the reasonable control, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God, a condition resulting in the curtailment of electricity supply or interruption or curtailment of transmission on the electric transmission and/or distribution system, interruption of Utility service, terrorist acts or wars, and force majeure events of the Utility or RTO/ISO.

12. Questions, Complaints and Concerns: Buyer may contact Seller 24 hours per day, 7 days per week at (855) 879-1253. Seller's mailing address is 1716 Lawrence Drive, DePere, WI 54115, and its website is www.constellation.com/oh-cleveland. Seller will attempt to resolve all customer complaints in a timely manner and will respond to all complaints within 3 business days of receipt. If Buyer's complaint is not resolved after Buyer has called Seller and/or the Utility, or for general utility information, residential and business customers may contact the PUCO for assistance at 1-800-686-7826 (toll-free) from 8a.m. to 5p.m. weekdays, or at www.PUCO.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at www.pickocc.org.

13. Miscellaneous: Buyer hereby authorizes the Utility to release data to Seller regarding Buyer's historical or current billing and usage data. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and any applicable Utility tariffs. Buyer appoints Seller as its agent for the purposes of effectuating delivery, including for receipt of billing and usage data from the Utility. Title, possession, control of the electricity, and risk of loss will pass from Seller to Buyer at the interconnect between the applicable RTO/ISO's transmission system and the Utility's distribution system. Subject to regulatory approvals and notice from Seller, Seller may assign this Agreement without Buyer's consent. Buyer may assign this Agreement only with Seller's prior written consent. This Agreement constitutes the entire agreement between the Parties, superseding all verbal and written understandings. The Parties acknowledge and agree that (a) this Agreement constitutes a "forward contract" and/or "forward agreement" within the meaning of title 11 of the United States Code (the "Bankruptcy Code"), (b) each Party is a "forward contract merchant" within the meaning of the Bankruptcy Code, (c) for purposes of this Agreement, each Party is not a "utility" within the meaning of Section 366 of the Bankruptcy Code, and (d) each Party agrees to waive and not to assert the applicability of Section 366 of the Bankruptcy Code in any bankruptcy proceeding wherein such Party is a debtor, and (e) each Party further agrees to waive the right to assert that the other Party is a provider of last resort. This Agreement shall only be amended in a writing signed by both Parties or pursuant to Section 4 hereof. By agreeing to the terms and conditions herein, Buyer warrants that he or she is authorized to enter into this Agreement on behalf of the Party and Accounts for which it was made. Buyer should contact the Utility in the event of an electricity emergency. Seller is prohibited from disclosing Buyer's social security number and/or account number(s) without Buyer's affirmative written consent, except for the purpose of (i) Seller's collections and credit reporting, (ii) participation in programs funded by the universal service fund, (iii) pursuant to section 4928.54 of the Ohio Revised Code, or (iv) assigning this Agreement to another certified retail electric provider. Buyer may request from Seller, twice within a 12-month period, up to 24 months of Buyer's payment history without charge.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

3/16/2017 8:56:31 AM

in

Case No(s). 07-0255-EL-GAG

Summary: Application for re-certification as a governmental aggregator electronically filed by Ms. Julia D Hall on behalf of City of Cleveland