



Original GAG Case Number	Version
12 - 1119 -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 Muskingum County  
 Address 401 Main Street, Zanesville, OH 43701  
 PUCO Certificate # and Date Certified 12-510E; April 29, 2018  
 Telephone # (740) 455-7100 Web site address (if any) www.muskingumcounty.org

#### A-2 Exhibit A-2 "Authorizing Ordinance" provide a copy of the ordinance or resolution authorizing the formation of a governmental aggregation program adopted pursuant to Section 4928.20(A) of the Revised Code.

#### A-3 Exhibit A-3 "Operation and Governance Plan" provide a copy of the applicant's current plan for operation and governance of its aggregation program adopted pursuant to Section 4928.20(C) of the Revised Code. The Operation and Governance Plan explained in Exhibit A-3 should include:

- Terms and conditions of enrollment including:
  - Rates
  - Charges
  - Switching fees, if any
- Policies associated with customers moving into/out of aggregation area
- Billing procedures
- Procedures for handling complaints and disputes including the toll-free telephone number and address for customer contacts

This is to certify that the images appearing are an accurate and complete reproduction of a true file document delivered in the regular course of business.  
 Technician [Signature] Date Produced 2/26/20

PUCO  
FEB 26 PM 12:17

**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 Mark R. Frye  
Title Consultant for Muskingum County  
Business address 5577 Airport Highway, Suite 101, Toledo, OH 43615  
Telephone # 419-539-9180 Fax # 419-539-9185  
E-mail address mfrye@palmerenergy.com

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

Name Mark R. Frye  
Title Consultant for Muskingum County  
Business address 5577 Airport Highway, Suite 101, Toledo, OH 43615  
Telephone # 419-539-9180 Fax # 419-539-9185  
E-mail address mfrye@palmerenergy.com

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

Customer Service address 5577 Airport Highway, Suite 101, Toledo, OH 43615  
Toll-free Telephone # 419-539-9180 Fax # 419-539-9185  
E-mail address mfrye@palmerenergy.com

Cing S. Cameron, President  
Signature of Applicant & Title Commissioner

Sworn and subscribed before me this 26<sup>th</sup> day of December, 2019  
Month Year

Susan A. Reese  
Signature of official administering oath

Susan A. Reese, Clerk  
Print Name and Title

My commission expires on 03.15.2021



**SUSAN A. REESE**  
Notary Public, State of Ohio  
My Commission Expires  
3-15-2021

# **AFFIDAVIT**

State of Ohio :

County of Muskingum \_\_\_\_\_ ss.  
(Town)

Cindy Cameron Affiant, being duly sworn/affirmed according to law, deposes and says that:  
He/She is the President (Office of Affiant) of Muskingum County Commission (Name of Applicant);

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

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

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

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

Cing S. Cameron President,  
Signature of Affiant & Title Commissioner

Sworn and subscribed before me this 26<sup>th</sup> day of December, 2019  
Month Year

Susan A. Reese  
Signature of official administering oath

Susan A. Reese, Clerk  
Print Name and Title

My commission expires on 03.15.2021



**SUSAN A. REESE**  
Notary Public, State of Ohio  
My Commission Expires  
3-15-2021

# **Muskingum County**

## **Exhibit A-2**

### **Authorizing Ordinance/Resolution**

A2

- Susan Culbertson  
Clerk



## COMMISSIONERS

401 Main Street, Zanesville, Ohio 43701-3519

RES 12-0329

- Jerry L. Lavy  
[jlavy@muskingumcounty.org](mailto:jlavy@muskingumcounty.org)
- James W. Porter  
[jwporter@muskingumcounty.org](mailto:jwporter@muskingumcounty.org)
- Stephen D. Strauss  
[sdstrauss@muskingumcounty.org](mailto:sdstrauss@muskingumcounty.org)

The following action was taken by the Board of Muskingum County Commissioners at its meeting today, March 01, 2012:

**RE: APPROVE AND AUTHORIZE JAMES W. PORTER TO SIGN ON BEHALF OF THE BOARD OF MUSKINGUM COUNTY COMMISSIONERS THE MASTER AGREEMENT TO PROVIDE SERVICES TO AN AGGREGATED GROUP BETWEEN BOARD OF COUNTY COMMISSIONERS, MUSKINGUM COUNTY, OHIO AND FIRSTENERGY SOLUTIONS, CORP.**

It was moved by Commissioner Strauss, seconded by Commissioner Lavy, that this Board of County Commissioners, Muskingum County, Ohio adopts the following resolution:

BE IT RESOLVED, that this Board of County Commissioners of Muskingum County, Ohio does hereby approve and authorize James W. Porter to sign on behalf of the Board of Muskingum County Commissioners the Master Agreement to provide services to an aggregated group between Board of County Commissioners, Muskingum County, Ohio and FirstEnergy Solutions, Corp. for residents of Perry Township. The voter approval of an electric aggregations ballot question in the November 8, 2011 election was obtained by the citizens of Perry Township.

(see attached)

Roll call: Lavy, yea; Porter, yea; Strauss, yea.

Motion carried.

sc  
cc: Bill Bradish, Palmer Energy

Copied on: 03-01-12  
Copied by: RL

Adopted March 01, 2012:

  
Commissioners' Clerk or Deputy Clerk

60

# **Muskingum County**

## **Exhibit A-3**

### **Operation and Governance Plan**

# **MUSKINGUM County**

## **Electric Power Aggregation Plan of Operation and Governance**

**February 06, 2012**



# **Muskingum County**

## **Electric Governmental Aggregation**

### **Plan of Operation and Governance**

- I. **INTRODUCTION.** On November 8, 2011 a majority of voters in Perry Township in Muskingum County, Ohio approved a referendum that authorized the formation of an “opt-out” governmental aggregation in compliance with Section 4928.20 of the Ohio Revised Code regarding the governmental aggregation of electric service consumers.

These communities decided to utilize their aggregation authority jointly through Muskingum County Ohio as permitted under Section 4928.20 (A) of the Ohio Revised Code.

Muskingum County (“County” or “Muskingum County”) anticipates that utilizing its aggregation authority will provide individual residential and small commercial consumers benefits such as price reductions that these consumers are typically unable to obtain since they lack the bargaining power, expertise and the economies of scale enjoyed by larger consumers.

- II. **PROCESS.** Under an opt-out aggregation program, all residential and small business customers in the authorized areas of Muskingum County are automatically included as participants in the Aggregation Program unless they opt-out of the program by providing written notice of their intention not to participate. As required by Ohio Law, the various communities jointly participating in the Muskingum County governmental aggregation passed a Resolution or Ordinance, which authorized submitting the selection of opt-out aggregation to the community’s voters.

In addition to obtaining necessary voter approvals, Muskingum County is also required to comply with various PUCO regulations. As required by PUCO regulations the County will file an application with the PUCO for certification as a Government Aggregator after the County Approves this Aggregation Plan of Operations and Governance (“Plan” or “Aggregation Plan”). As required by regulations, the County advertised public hearing dates to discuss the Plan and held two hearings on the Plan.

The County anticipates selection of a Provider prior to or shortly after receiving approval from the PUCO as a governmental aggregator. Upon Provider selection an Opt-out notice for the County’s Program will be sent to all eligible electric customers setting forth the rates, terms and conditions of the program. This notice will provide potential Aggregation participants at least 21 days to return an opt-out card or other similar notice.

- III. **CONTRACT.** The supply contract (“Contract”) negotiated between the Governmental Aggregator and the selected Provider shall be for firm, full requirements power supply. Each Aggregation participant shall be individually bound by the terms and conditions found in the opt-out notice and the Contract and shall be solely responsible for payment and performance. The power supply charges for Aggregation participants shall be negotiated and included in the Contract. These charges shall take the form of either a fixed price or a price representing a percentage below the electric distribution utility’s (“EDU”) avoidable costs (“Avoidable”) or

Price to compare ("PTC"). These charges will be fully and prominently disclosed in the consumer opt-out materials provided to potential Aggregation participants and available by calling the Provider's toll free customer service telephone number.

The County's Retail Electric Generation Provider shall meet each of the following requirements:

- Has sufficient power supplies arranged and structure in place to provide retail firm power to the Members.
- Has a Federal Power Marketer license with the Federal Energy Regulatory Commission.
- Is certified as a CRES by the PUCO.
- Registered as a generation supplier with the EDU prior to flowing power to Members.
- Has appropriate Transmission Service agreement(s) in place to serve the Members.
- Has or has arranged for an Electronic Data Interchange computer network that is capable of handling the County's Members requirements with the EDU.
- Has the ability to educate Members on the County's Aggregation Program.
- Has or has arranged for a call center capable of handling the County's Aggregation Group customer calls.
- Has a toll-free number as required by the PUCO for customer service inquiries and potential complaints related to the County Program.
- Will hold the County financially harmless from any financial obligations arising from supplying power to the Members.
- Satisfies the EDU's and County's credit requirements.
- Will assist the County and its consultant in filing reports required by the PUCO and Sections 4805.10(A), 4911.18(A) and 4928.06(F) of the Ohio Revised Code.

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

"Aggregation Program" or "Program" means the program developed by the County, as a Government Aggregator under Section 4928.20 Ohio Revised Code, to provide eligible residential and small business consumers with retail electric generation services.

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

"Member" or "Aggregation Participant" means a person or consumer enrolled in the Muskingum County Program for competitive retail electric services.

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

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

- V. **GOVERNMENTAL AGGREGATION SERVICES.** Government aggregation, the combining of multiple electric loads by a governmental entity, provides a means for residential consumers and small commercial consumers in the County to obtain economic benefits from Ohio's competitive retail electric market. The County Aggregation Program combines the electric loads of residential customers and small commercial consumers into a buying group ("Aggregation Group"). The County will act as Purchasing Agent for the Aggregation Group. This means that the County will be a Governmental Aggregator, as defined by Ohio law and the rules established by the PUCO, and shall act on behalf of eligible residential and small commercial consumers in the County to: 1) select a Retail Electric Generation Provider ("Provider") to supply the Aggregation Group; 2) negotiate the terms of supply between the Provider and each Aggregation participant; and 3) oversee the enrollment procedures administered by the Provider.
- A. **Provider:** The County will use its Provider to perform and manage aggregation services for its Members. The Provider shall provide adequate, accurate, and understandable pricing terms and conditions of service, including any switching fees and the conditions under which a Member may rescind a contract without penalty. The Provider must provide the County or its authorized consultant, if requested, an electronic file containing the Members usage, and charges. Upon request this information shall be sent to the County or its authorized consultant within 30 days. The Provider must have local and/or a toll free number for Members to call.
- B. **Database:** The Retail Electric Generation Provider will build and maintain a database of all Members. The database will include all necessary information for the provider and the County to serve the Aggregation. This information includes but is not limited to the name, address, account number or other EDU identifying number(s), and Retail Electric Generation Provider's account number of the Member, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months of usage and demand, and meter read cycle. This database will be updated and provided to the County and/or its consultant at least quarterly. Accordingly, the Provider will implement a process to accommodate at Members that: 1) leave the program due to relocation, opting out, etc.; 2) decide to enter or opt-into the Program; 3) relocate within eligible areas within the County; and 4) move into the County and desire to enter or opt-in to the Program. This database shall also be capable of removing PIPP customers from the Program, should that be necessary, and those who have opted out. The Retail Electric Generation Provider will use this database to perform bill audits for clerical and mathematical accuracy of Member bills.
- C. **Member Education:** The Provider will develop, with the assistance of the County and its authorized consultant, an educational program that generally explains the Aggregation Program to Members, provides updates and disclosures mandated by Ohio law and PUCO rules, and implements a process to deal with allowing any person enrolled in the Aggregation Program the opportunity to opt out of the program at least every three years, without paying a switching fee to the County or the Provider.

- D. Customer Service: The will administer a customer service process that, at a minimum, will accommodate: 1) Member inquiries and complaints about billing; and 2) answer questions regarding the Program in general. This process will, at a minimum, include a description of how telephone inquiries will be handled (either internally or externally), how invoices will be prepared, how remittance of payment will be dealt with, and how collections for delinquent accounts will be addressed. See Appendix B for a detailed description of the Customer Service Plan.
- E. Billing: The County will use the Provider, or its designated agent, to provide billing services to each Member for the Competitive Retail Electric Services, with no additional administrative fee. At this time, the EDU will render the billing statement, which should be consistent with all applicable guidelines issued by the PUCO. As this market develops, the County may, at its option and in consultation with the Provider, change this function to the Retail Electric Generation Provider or a billing agency.
- F. Compliance Process: The Provider will have internal controls and processes that ensure the County remains in good standing as a Government Aggregator and that it complies with all laws, rules and regulations surrounding the same, as they may be amended from time to time. The Provider will deliver periodic reports to the County and its consultant that will include at a minimum (i) the number of Members participating in the Program; and (ii) a savings estimate or increase from the previous year's baseline. The Provider will also develop a process to monitor and provide notification to the County of any changes in laws, rules or regulations.
- G. Notification to EDU: The County's potential Aggregation participants that do not opt-out of the Aggregation Group will be enrolled automatically in the Aggregation Program. Members in the Aggregation Group will not be asked to take other affirmative steps in order to be included in the Group. To the extent that the EDU requires notification of participation, the County will coordinate with its Provider to provide such notice to the EDU. The Provider will inform the EDU of any individuals who may have been permitted to join the Aggregation Group after the expiration of the enrollment period.
- H. Activation of Service. After a notice is sent out to all electric customers in the County providing 21 days to opt out of the Program, all customers who do not opt out will be automatically enrolled in the Program. During this opt-out period eligible consumers may opt-out of the County's Aggregation Group without fees charged by the Provider or the County. Generation service activation will occur thereafter without consumer action beginning on the customer's normal meter read date within the month when power deliveries begin under the Aggregation Program.
- I. Changes, Extension or Renewal of Service. At least every three years all consumers eligible to participate in the County's Program will be given an opportunity to opt into or out of the Program, and reasonable notice will be provided as required by law and PUCO rules. Participants will also be notified of their right to select an alternate generation supplier and of their ability to return to EDU's Standard Service Offer.
- J. Termination of Service. In the event that the Contract is terminated prior to the end of the term, each individual Member of the Aggregation Group will receive written notification of the

termination of the Program at least sixty (60) days prior to termination of service. If the Contract is not extended or renewed, Members will be notified as required by law and the CRES rules of the PUCO in advance of the end of service. Members will also be notified of their right to select an alternate generation supplier and of their ability to return to the EDU's Standard Service Offer upon termination.

- K. Opt-In Procedures. Eligible consumers may request to join the Aggregation Group after the expiration of any enrollment period by contacting the Provider. The Contract shall determine whether the Provider accepts them into the Program, and, if so, at what rate. The agreed upon policy in the Contract shall be consistent with the EDU's service activation requirements. Aggregation Group participants who move from one location to another within eligible areas of the County shall retain their participant status.
- L. Opt-out Outside Enrollment Period. Members who switch to a different generation supplier after the expiration of the Opt-out period will be allowed to do so in correlation with the consumer's next scheduled meter read date but may be charged a switching fee in an amount and method determined by the Contract. Switching to a different generation supplier on the next meter read date, however, will occur when the next meter read date is twelve (12) business days or more from the date of the consumer's notice of intent to opt-out of the Aggregation Group. Notification of intent to opt-out of the Aggregation Group may be made by contacting the Provider by telephone or in writing. Members who opt-out of the Aggregation Group will default to the EDU's Standard Service Offer, until the consumer selects an alternate generation supplier.
- M. Eligibility. Only non-mercantile consumers shall be eligible for the Program through the opt-out process. Other eligibility restrictions such as peak demand or use may be negotiated within the Contract.

#### VI. MISCELLANEOUS GOVERNANCE GUIDELINES

- A. The Board of County Commissions of Muskingum County shall approve through Resolution or Ordinance the Plan of Operation and Governance for the Aggregation program and any Amendments thereto.
- B. The County will require any Provider to disclose any subcontractors that it uses in fulfillment of the services described above.
- C. The County will require the Provider to maintain either a toll free telephone number, or a telephone number that is local to County Program Members.

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

VIII. INFORMATION AND COMPLAINT NUMBERS

Potential participants can receive more information about the program or Copies of this Plan from the County free of charge by calling 740-455-7100.

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

## **Appendix A -- Education Process**

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

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

## **Appendix B — Customer Service Plan**

### **A. Member Access:**

1. Provider shall ensure Members reasonable access to their service representatives for inquiries, complaints, to discuss charges on Member bills, and transact any other business.
2. Telephone access shall be toll free and afford Members prompt answer times during normal business hours, as follows:

**\_\_\_\_\_ Corporation**

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_, \_\_\_\_\_

**Toll-free telephone number: 1-** \_\_\_\_\_

**Hours:** \_\_\_\_\_

3. Provider shall provide a 24-hour automated telephone message instructing callers to report any service interruptions or electrical emergencies to the EDU with appropriate phone numbers.

### **B. Member Complaints:**

1. Provider shall investigate Member complaints (including complaints referred by EDU) and provide a status report within five calendar days following receipt of the complaint to:
  - a. The consumer, when the complaint is made directly to Provider; or
  - b. The consumer and The PUCO Staff ("Commission Staff"), when a complaint is referred to Provider by the Commission Staff.
2. If an investigation is not completed within 14 calendar days, Provider shall provide status reports to the consumer and the County, or if applicable, to the consumer, the County, the County consultant and the Commission Staff. Such status reports shall be provided at five-day intervals until the investigation is complete, unless the action that must be taken will require more than five days and the Member has been so notified.
3. Provider shall inform the Member, or the Member, the County, County consultant and Commission Staff, of the results of the investigation, orally or in writing, no later than five calendar days after completion of the investigation. The consumer, the County, the County consultant, or Commission Staff may request the report in writing.
4. If a residential consumer disputes the Provider report, it shall inform the consumer that the Commission Staff is available to help resolve informal complaints. Provider shall provide the consumer with the current address, local/toll free telephone numbers, and TDD/TTY telephone numbers of the Commission's consumer services department.
5. Provider shall retain records of Member complaints, investigations, and complaint resolutions for one year after the occurrence of such complaints, and shall provide such records to the Commission Staff within five calendar days of request.
6. Provider shall make good faith efforts to resolve disputes.



C. Member Billing and Payments

1. The Provider shall arrange for Ohio Power or its agent to bill Members for such services according to a tariff approved by the commission. Residential Member bills issued by or for the Provider shall be accurate and understandable, be rendered at intervals consistent with those of Ohio Power, and contain sufficient information for Members to compute and compare the total cost of competitive retail electric service (s). Such bills shall also include:
  - a. The Member's name, billing address, service address, the Member's EDU account number, and if applicable, Provider account number;
  - b. The dates of service covered by the bill, an itemization of each type of competitive service covered by the bill, any related billing components, the charge for each type of service, and any other information the Member would need to recalculate the bill for accuracy;
  - c. The applicable billing determinants, including beginning meter reading, ending meter reading(s), demand meter reading(s), multipliers, consumption(s), and demands;
  - d. For Member-generators with net metering contracts, a statement of the net metered generation;
  - e. The unit price per kWh charged for competitive service, as calculated by dividing current-period competitive service charges by the current-period consumption;
  - f. An identification of the provider of each service appearing on the bill;
  - g. The amount billed for the current period, any unpaid amounts due from previous periods, any payments or credits applied to the Member's account during the current period, any late payment charges or gross and net charges, if applicable, and the total amount due and payable.
2. The due date for payment to keep the account current. Such due date shall be no less than:
  - a. Fourteen days after the postmark date on the bill for residential Member; and Twenty-one days after the postmark date on the bill for nonresidential Members;
  - b. Current balance of the account, if a residential Member is billed according to a budget plan;
  - c. Options and instructions on how Members may make their payments;
  - d. For each provider whose charges appear on the bill, a listing of the provider's toll-free telephone number and address for Member billing questions or complaints;
  - e. A listing of the toll-free consumer assistance telephone numbers and available hours for applicable state agencies, such as the commission, the Ohio Consumers' Counsel, and the Ohio Attorney General's office;
  - f. The Ohio Power 24-hour local/toll-free telephone number for reporting service emergencies;
  - g. Identification of estimated bills or bills not based upon actual end-of-period meter readings for the period; and
  - h. An explanation of any codes and abbreviations used.

3. If applicable, the Provider will, upon request, provide Members with the name and street address/location of the nearest payment center and/or authorized payment agent.
4. If applicable, when a Member pays the bill at a payment center or to an authorized payment agent, such payment shall be credited to the Member's account as of the day such payment center or agent receives it.
5. The County and Provider shall establish policies and procedures for handling billing disputes and requests for payment arrangements.

D. Collections for delinquent accounts:

The EDU's credit and collection policies will apply to Program Members and shall be administered by the EDU. Neither the Governmental Aggregator, nor the Provider, will implement additional policies with respect to credit, deposits and collections. Failure to pay for Competitive Retail Electric Services may result in cancellation of the Member's contract with the Provider, and return the Member to the EDU's Standard Service Offer.

# **Muskingum County**

## **Exhibit A-4**

### **Automatic Aggregation Disclosure – Opt –out Form**

January 15, 2019

Opt-Out Deadline

February 5, 2019

**Muskingum County**  
**Electric Aggregation Enrollment Notification**

**Dear Resident or Small Business,**

Welcome to your community's electric aggregation program which provides you with exclusive pricing on the electric generation portion of your electric bill. This is possible through governmental aggregation, a community purchasing program where community officials use group buying power to purchase electricity from a retail electric generation supplier certified by the Public Utilities Commission of Ohio. This program was approved by voters in your community in November 2011.

**How You Benefit**

By participating in this aggregation program, you will receive the following exclusive pricing on your electric generation:

	Your Electric Utility	Fixed Price	Term End	Early Termination Fee
Residential	AEP - Ohio Power	4.89 cents per kWh	March 2021	None
Small Business	AEP - Ohio Power	4.89 cents per kWh	March 2021	None

FirstEnergy Solutions, a subsidiary of FirstEnergy Corp., has been selected by your community to provide your electric generation. If you're not already participating, this is your chance to join. If you're already participating, this is your opportunity to continue the benefits of the program.

**Same Reliable Service**

Your electric utility will continue to maintain the system that delivers power to your home or business – 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. There is no cost for enrollment, you will not be charged a switching fee, and **you do not need to do anything to participate.**

**Enrollment Information**

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

**Opt-Out Information**

If you are a new member of the program, your future bills will reflect the electric price listed above 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 your community program, you have until the opt-out deadline to return the attached "opt-out" form below. 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 or terms and conditions that apply to other customers served by your utility. Once enrolled, you will receive a notice at least every three years asking if you wish to remain in the program. If you leave the program at any other time, you could be subject to the early termination fee listed above.

Please refer to the enclosed Terms and Conditions and FAQs for more information. Your community has selected FirstEnergy Solutions to handle questions regarding your community-approved electric aggregation program. 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.

Sincerely,

**Muskingum County**

**Muskingum County OPT-OUT FORM**

<b>Option 1: Do Nothing to Join</b> You will be enrolled automatically if you do not respond to this letter.	<b>OR</b>	<b>Option 2: Return this Opt-Out Form</b> To opt out, this form must be received by FirstEnergy Solutions by the deadline.	<b>Opt-Out Deadline</b> February 5, 2019
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Service Address (City, State, Zip): \_\_\_\_\_

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

Account Number: \_\_\_\_\_

Account Holder Signature: \_\_\_\_\_

☐ By checking this box, I choose to opt out of my community electric governmental aggregation program.

Return opt-out form to: Community Electric Aggregation Program, 341 White Pond Drive, Bldg. B3, Akron, Ohio 44320

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## Electric Governmental Aggregation Program FAQs v.11.17

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

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 (PUCO). Residents voted to allow the community to contract for an electric generation supplier on their behalf.

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

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

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

The information in your letter states if your price is fixed, variable, or variable based on a tiered pricing structure. If you have a fixed price, the price you will receive each month does not change. With a variable price, the discount you will receive each month does not change. But because the actual price per kWh charged by the utility may change each month (based on the season and your usage), the price per kWh from FirstEnergy Solutions will also change each month. If you receive a variable price, based on a tiered pricing structure, your initial price will remain consistent each month through the meter-read date of the first tier outlined in your Agreement's Terms & Conditions. At that time, your price will change but then remain consistent each month for the rest of your Agreement.

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

You'll know you are saving money as long as your price with FirstEnergy Solutions is lower than your utility's Price to Compare (PTC). To estimate your savings on a % off discount, locate the PTC on your electric bill. Divide your PTC by 100, then multiply it by the % discount (ex: 6% = 0.06) to determine your savings per kWh. Multiply this by your total monthly usage for an average monthly savings estimate.

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

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

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

"Opt-out" means that you can decide not to participate in your community's electric governmental aggregation program. By returning the opt-out form, which is included in

this mailing, by the Opt-Out Deadline you will not be enrolled as an electric generation customer with FirstEnergy Solutions, your community's competitive electric generation supplier, and you will not receive the discount.

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

If you do not return the opt-out form by the Opt-Out Deadline, you will be included in your community's governmental aggregation program and will receive competitively priced electricity from FirstEnergy Solutions.

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

No, if you want to opt out, you must mail in your completed opt-out form and it must be received by the Opt-Out Deadline.

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

Yes, you may leave the aggregation program at any time.

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

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

### **If I join the aggregation, will FirstEnergy Solutions continue to budget bill my supplier charges?**

Yes. Toledo Edison, The Illuminating Company, Ohio Edison and Duke Energy include supplier charges in the monthly budgeted amount. Budget billing supplier charges is limited in AEP Ohio's and DP&L's service areas. Please call 1-866-636-3749, if you have questions regarding budget billing in your area.

### **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.

### **If I join my community's governmental aggregation program, who will deliver my power, read my meter and respond to emergencies, such as power outages?**

Your electric utility will still be responsible for delivering power to your home or business, reading your meter and restoring power after an outage.

### **Who is FirstEnergy Solutions?**

FirstEnergy Solutions, a subsidiary of FirstEnergy Corp., is a leading competitive supplier of energy to residential, commercial and industrial customers in Ohio, Pennsylvania, New Jersey, Maryland, Illinois and Michigan.

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

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

Residential and Small Commercial Terms and Conditions	
Governmental Aggregation Product	Fixed Price
Electric Distribution Utility ("EDU")	Ohio Power Company
Price and Length of Agreement	4.89 ¢/kWh through your March 2021 meter read
Cancellation/Termination Fee	None

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 ("Agreement"). If you choose to remain in the community aggregation program by not "opting-out" or exercising the right of rescission, these Terms and Conditions and your opt-out notification 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 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 ("FERC") regulates transmission prices and services.

**Definitions:** *Generation Charge* – Charge for the production of electricity. *Transmission Charge* – Charge for moving high voltage electricity from a generation facility to the distribution lines of the EDU. *Distribution Service* – Physical delivery of electricity to customers by the EDU.

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

**Eligibility:** Only eligible residential customer accounts not enrolled in the Percentage of Income Plan Program ("PIPP") and eligible small commercial customers may enroll in this offer from FES. FES reserves the right to refuse enrollment to any customer with an outstanding electric bill balance.

**Basic Service Prices:** During the term of this Agreement, you agree to pay FES a price indicated in the table above for a total combined Transmission, Generation and Generation Related Charge ("Retail Electric Service"). 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' charges, you will be charged by your EDU for distribution and various other charges. Your price may also include a fee assessed by a broker or agent representing your community.

**Length of Agreement:** As a part of your community's program, your Retail Electric Service from FES will start on your next available meter read after processing of the enrollment by your EDU, and continue through the term indicated in the table above. The program may be terminated prior to the term pursuant to the terms of the master agreement between FES and your community for the aggregation program. Should the program be terminated, you will be returned to your EDU's standard service offer or its successor. In the event that any change in any statute, rule, regulation, order, law, or tariff promulgated by any court, governmental authority, utility, Independent System Operator ("ISO"), Regional Transmission Organization ("RTO") or other service provider, or any change in operating procedure, alters to the detriment of FES its costs to perform under this Agreement, you may receive a notification from FES. This notification will include a description of one or more of the situations described above. FES may offer you new Terms and Conditions. You must indicate your affirmative consent to the new Terms and Conditions as specified in the notices. If you do not contact FES to accept the new terms, this Agreement will terminate on the date specified in the notices, and you may be returned to your EDU for Retail Electric Service. Alternatively, FES may decide to terminate this Agreement, and you will receive prior written notice of the termination, after which you may be returned to your EDU for Retail Electric Service. Whether FES offers you new terms or terminates this Agreement under this provision, you will not be responsible for the cancellation/termination fee (if any) set forth in the table above. You must still pay all FES charges through the date you are returned to your EDU or switched to another CRES provider for service.

**Billing:** You will continue to receive a single bill from your EDU that will contain both your EDU and FES charges. FES reserves the right to unilaterally modify this billing format in the event your EDU is unable or unwilling to provide consolidated billing in this format or changes the calculation of the PTC. 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. If you have 12 months of billing history and you are enrolled in budget billing with the EDU, you can enroll in a budget billing program once per year. At the end of the contract term, you are responsible for payment of any outstanding balance upon final contract true up. FES reserves the right to adjust your monthly budget amount prior to final contract true up. If you enroll in budget billing, then choose not to be in the program or if you become two consecutive monthly payments overdue, you will be removed from budget billing, your account will be reconciled, and you will be billed for the outstanding budget balance on your next billing cycle. Failure to pay electric utility charges may result in you being disconnected in accordance with your EDU's 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:** You may terminate this Agreement, without penalty, if you move out of the EDU service territory or into an area where FES charges a different price. There may be a Cancellation/Termination Fee indicated in the table above if you terminate this Agreement for any other reason, except as expressly provided herein. Upon termination with FES and return to the standard service offer with your EDU, you may not be served under the same rates, terms, and conditions that apply to other EDU customers.

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

**Contract Expiration:** At least every three (3) years, you will be given the opportunity to opt-out of your community's aggregation program at no cost. You are responsible for arranging for your electric supply upon termination of this Agreement.

**Dispute Procedures:** Contact FES with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 8:00 am to 5:00 pm EST or in writing at 341 White Pond Drive, Attn: Contract Administration, Akron, OH 44320. Our web address is [www.fes.com](http://www.fes.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 PUCO for assistance at 1-800-686-7826 (toll free) M-F 8:00 a.m to 5:00 pm EST or at [www.puco.ohio.gov](http://www.puco.ohio.gov). Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio Relay Service). The Ohio Consumers' Counsel ("OCC") represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) M-F 8:00 am to 5:00 pm EST, or at [www.pickocc.org](http://www.pickocc.org).

**Force Majeure Termination:** FES will make commercially reasonable efforts to provide your electric service, but does not guarantee a continuous supply of electricity. Certain causes and events are out of FES' reasonable control ("Force Majeure Event(s)") and may result in interruptions in service. FES will not be liable for any such interruptions caused by a Force Majeure Event, including but not limited to, acts of God, war, civil disturbance, insurrection, terrorism, fire, flood, earthquake, acts of default of common carriers, strikes, boycotts, unforeseen maintenance, unforeseen shutdowns or deficiencies of sources of supply, inability to access the local distribution utility system, nonperformance by the EDU or other similar circumstances beyond FES' reasonable control.

**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 except for FES' collections and reporting, participating in programs funded by the universal service fund, pursuant to ORC section 4928.54, or assigning a customer's contract to another CRES provider. FES' environmental disclosure statement is available for viewing on our website [www.fes.com](http://www.fes.com). FES will make the required quarterly updates to the statement electronically on our website and will also provide the information upon request. FES may assign its rights to another CRES provider, 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. You are 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.