



## Public Utilities Commission

Original GAG Case Number	Version
10 - 0923 -EL-GAG	August 2004

### RENEWAL APPLICATION FOR GOVERNMENTAL AGGREGATORS

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

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

#### A. RENEWAL INFORMATION

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

Legal Name Medina County, Ohio

Address 144 N Broadway St, Medina, OH 44256

PUCO Certificate # and Date Certified 10-238E (5) issued 9/2/18

Telephone # (330) 722-9201 Web site address (if any) n/a

##### 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**

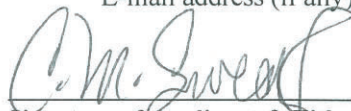
Name Kevin Crewson  
Title Manager, Government Aggregation Sales Operations  
Business address 168 E Market St, Akron, Ohio 44308  
Telephone # (330) 603-2018 Fax # \_\_\_\_\_  
E-mail address (if any) kcrewson@firstenergycorp.com

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

Name Amanda Withem  
Title Business Analyst  
Business address 168 E Market St, Akron, Ohio 44308  
Telephone # (330) 315-7322 Fax # \_\_\_\_\_  
E-mail address (if any) awithem@firstenergycorp.com

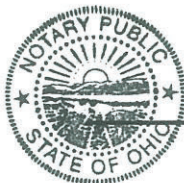
**A-7 Applicant’s address and toll-free number for customer service and complaints**

Customer Service address 168 E Market St, Akron, Ohio 44308  
Toll-free Telephone # (866) 636-3749 Fax # (888) 820-1416  
E-mail address (if any) n/a

  
Signature of Applicant & Title  
Colleen M. Swedyk, President of the Board

Sworn and subscribed before me this 4th day of August, 2020  
Month Year

  
Signature of official administering oath  
Rhonda J. Beck, Clerk of the Board  
Print Name and Title



My commission expires on April 30, 2022  
RHONDA J. BECK  
Notary Public, State of Ohio  
My Commission Expires  
April 30, 2022



# **AFFIDAVIT**

State of Ohio :

Medina County ss.  
(County)

County of Medina :

Colleen M. Swedyk, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He/She is the Board President (Office of Affiant) of Medina County (Name of Applicant); That  
Commissioners  
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.

*A. M. Swedberg* Commissioner  
Signature of Affiant & Title /

Sworn and subscribed before me this 4th day of August, 2020  
Month Year

*Rhonda J. Beck*  
Signature of official administering oath

Rhonda J. Beck, Clerk of the Board  
Print Name and Title



**RHONDA J. BECK**  
Notary Public, State of Ohio  
My Commission Expires April 30, 2022  
**April 30, 2022**

**REGULAR MEETING – TUESDAY, APRIL 16, 2019**

The Board of County Commissioners of Medina County, Ohio met in regular session on this date with the following members present:

William F. Hutson

Colleen M. Swedyk

Mr. Hutson offered the following resolution and moved the adoption of same, which was duly seconded by Mrs. Swedyk.

**RESOLUTION NO. 19-0379**

**RENEWAL OF AN ELECTRIC POWER AGGREGATION PLAN  
OF OPERATION AND GOVERNANCE**

WHEREAS, the Medina County Board of Commissioners, in participation with various Township Boards of Trustees, adopted resolutions authorizing a governmental electricity aggregation program for residential and small commercial customers and submission of the question of program implementation at the township level on the May 4, 2010 ballot; and

WHEREAS, Medina County adopted an “Electric Power Aggregation Plan of Operation and Governance” on May 10<sup>th</sup>, 2010 for a 9 year period corresponding to a contract for the provision of electricity to residents participation in the program, and

WHEREAS, with the adoption of a new contract with an electric supplier, it is now necessary to make minor adjustments to the “Electric Power Aggregation Plan of Operation and Governance”, and

WHEREAS, it is now necessary the “Electric Power Aggregation Plan of Operation and Governance” be renewed and filed with Public Utilities Commission of Ohio.

NOW, THEREFORE, BE IT RESOLVED by this Board of County Commissioners of Ohio that the Medina County “Electric Power Aggregation Plan of Operation and Governance” be hereby renewed for a 3 year period ending May of 2022 and filed with the Public Utilities Commission of Ohio.

Voting AYE thereon: Mr. Hutson and Mrs. Swedyk

Adopted: April 16, 2019

Prepared by: County Administrator

# **Medina County**

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

**Adopted by:  
Medina County Board of Commissioners  
April 16, 2019 Medina County**

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

## **I. INTRODUCTION**

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

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

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

## **II. PROCESS**

On May 4<sup>th</sup> 2010 Medina County voters approved the development of a form of government electric aggregation known as "opt-out" aggregation. Under the opt-out program, all eligible residential and business customers in Brunswick Hills Township, Chatham Township, Granger Township, Guilford Township, Hinckley Township, Lafayette Township, Litchfield Township, Liverpool Township, Medina Township, Montville Township, Sharon Township, Wadsworth Township, Westfield Township, and York Township are automatically included as participants in the program unless they opt-out of the program by providing written notice of their intention not to participate. As required by state law, the County passed a Resolution, which authorized submitting the selection of opt-out aggregation to the County's voters.

In addition to obtaining necessary County approval, the County is also required to comply with various PUCO regulations. The County filed an application with the PUCO for certification as a Government Aggregator Council on July 5<sup>th</sup> 2018. As required by the regulations, the County developed this Aggregation Plan of Operation and Governance ("Plan"). On



June 1<sup>st</sup>, 2010, and June 8<sup>th</sup>, 2010, the County advertised the Public hearing dates to discuss the Plan in the Medina County Gazette as required by the PUCO's regulations, two hearings were conducted on June 14<sup>th</sup>, 2010 and June 21<sup>st</sup>, 2010. The Opt-out notice for the County's Program will be sent to all eligible electric customers in the County upon approval of this Plan, setting forth the rates, terms and conditions of the program, and giving 21 days to opt out of the Program.

By vote of the Medina County Commissioners on March 9<sup>th</sup>, 2018 the County selected FirstEnergy Solutions, Inc. (FES), a subsidiary of FirstEnergy Corp., as its Retail Electric Generation Provider, to provide the electric power for the Medina County Aggregation Program at this time. Under this program, The Illuminating Company, and Ohio Edison which are the EDCs, will still deliver the electricity purchased from the County's provider, FES, to customers. Customers will receive only one bill (from), and all metering, repairs and emergency service will continue to be provided by the EDCs.

### III. DEFINITIONS

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

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

"EDC" means the Electric Distribution Company.

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

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

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

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



#### IV. OPERATIONAL PLAN:

##### A. Aggregation Services

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

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

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

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

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

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

7. Notification to the EDCs: The County's consumers that do not opt-out of the County's Aggregation Group will be enrolled automatically in the Aggregation Program. To the extent that the EDCs require notification of participation, the County will coordinate with its Provider to provide such notice to the EDCs. The Provider will inform the EDCs of any individuals who may have been permitted to join the Aggregation Group after the expiration of the enrollment period.

B. Power Supply Agreement

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

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

FES satisfies each of the following requirements:

- Has sufficient sources of power to provide retail firm power to the residents of Medina County.
- Is a licensed Federal Power Marketer with the Federal Energy Regulatory Commission.
- Is certified as a CRES by the PUCO.
- Is registered as a generation supplier with the EDCs.
- Has a Service Agreement for Network Integration Transmission Service.
- Has a Retail Access Agreement with the applicable EDCs.
- Has the corporate structure to sell retail firm power to the EDC customers in the County.
- Its Electronic Data Interchange computer network is fully functional and capable of handling the EDC retail electric customers in Medina County.
- Has the marketing ability to reach all EDC retail electric customers to educate them on the County's Aggregation Program.
- Has a call center capable of handling the County's Aggregation Group customer calls.
- Has a toll-free number as required by the PUCO for customer service and complaints related to the County's aggregation program.
- Will hold the County financially harmless from any financial obligations arising from supplying power to the EDC retail electric customers in the County.
- Satisfies the State of Ohio's, EDC and the County's financial requirements.
- Will execute the Power Supply Agreement.
- Will assist the County in filing the annual reports required by the PUCO and Section 4805.10(A), Section 4911.18(A) and Section 4928.06(F) of the Ohio Revised Code.
- Will assist the County in developing a Consumer Education Plan.

D. Activation of Service

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

E. Changes, Extension or Renewal of Service

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

F. Termination of Service

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

G. Opt-In Procedures

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

## H. Opt-out Procedures

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

## I. Rates

4.99 cents per kWh beginning with May 2019 meter read dates through May 2022 meter read dates.

All Rates will be determined prior to sending the opt-out notification to eligible customers. Rates may include a fixed price offer or a percent off the standard PTC offer. The rates will be clearly stated and explained in the opt-out notification. National accounts (e.g. BP, McDonald's, Dollar General) as well as eligible commercial accounts with annual kilowatt hour usage over 700,000 will be offered the discounts in either plan selected but they must "opt-in" to the program.

In the event that (1) the PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the Price To Compare ("PTC") or otherwise does not allow the EDU to reflect the full cost to procure generation and transmission in the PTC or other regulatory action; or (2) there is 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, which alters to the detriment of FES its costs to perform under this Agreement, Participating Customers may receive a notification from FES. This notification will include a description of one or more of the situations described above. FES may offer Participating Customers new Terms and Conditions. Participating Customers must indicate affirmative consent to the new Terms and Conditions as specified in the notices. If Participating Customers do not contact FES to accept the new terms, the Participating Customer(s) individual terms and conditions with FES will terminate on the date specified in the notices, and Participating Customer(s) may be returned to the EDU for Retail Electric Service. Alternatively, FES may decide to terminate this Agreement, and Participating Customers will receive at least 30 days' prior written notice of the termination, after which Participating Customers may be returned to the EDU for Retail Electric Service. Whether FES offers Participating Customers new terms or terminates this Agreement under this provision, Participating Customers will not be responsible for the cancellation/termination fee (if any) set forth in the Pricing Attachment. Participating Customers must still pay all FES charges through the date they are returned to their EDU or switched to another CRES provider for service.



J. Universal Service and Low Income Customer Assistance

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

V. MISCELLANEOUS GOVERNANCE GUIDELINES

- A. County Council shall approve through Resolution or Ordinance the Plan of Operation and Governance for the Aggregation program and any Amendments thereto.
- B. The County shall contract with only Retail Electric Generation Providers certified by the Public Utilities Commission of Ohio for the provision of Competitive Retail Electric Service to the Aggregation Program Members.
- C. The County will require the Provider to maintain either a toll free telephone number, or a telephone number that is local to County residents who are Members.

VI. LIABILITY

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

VII. INFORMATION AND COMPLAINT NUMBERS

Copies of this Plan are available from Medina County free of charge. Call 440-722-9208 for a copy or for more information.

**Any electric customer, including any participant in the County's Aggregation Program, may contact the Public Utilities Commission of Ohio**

(PUCO) for information, or to make a complaint against the Program, the Provider or EDCs. The PUCO may be reached toll free at 1-800-686-7826.

## **Appendix B --- Customer Service Plan**

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

1. FES shall ensure Members reasonable access to its service representatives to make inquiries and complaints, 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:

**FirstEnergy Solutions Corp.  
341 White Pond Dr., Bldg B-3  
Akron, Ohio 44320  
Toll-free telephone number: 1-866-636-3749  
Hours: M-F, 8:00 a.m. - 5:00 p.m.**

3. FES shall provide a 24-hour automated telephone message instructing callers to report any service interruptions or electrical emergencies to the EDCs.

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

1. FES shall investigate Member complaints (including Member complaints referred by the EDCs 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 FES; or
  - b. The consumer and The Public Utilities Commission of Ohio Staff ("Commission Staff"), when a complaint is referred to FES by the Commission Staff.
2. If an investigation is not completed within 14 calendar days, FES shall provide status reports to the consumer and the County, or if applicable, to the consumer, the County 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. FES shall inform the consumer, or the consumer, the County 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, or Commission Staff may request the report in writing.
4. If a residential consumer disputes the FES report, FES shall inform the consumer that the Commission Staff is available to help resolve informal complaints. FES 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. FES 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. FES shall make good faith efforts to resolve disputes.

C. Member Billing and Payments

1. FES shall arrange for the EDCs or its agent to bill Members for such services according to a tariff approved by the commission. Residential Member bills issued by or for FES shall be accurate and understandable, be rendered at intervals consistent with those of the EDCs, and contain sufficient information for Members to compute and compare the total cost of competitive retail electric service(s). Such bills shall include all information as required by the PUCO.
2. If applicable, FES will, upon request, provide Members with the name and street address/location of the nearest payment center and/or authorized payment agent.
3. 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.
4. The County and FES shall establish policies and procedures for handling billing disputes and requests for payment arrangements.

D. Collections for delinquent accounts:

1. Collections for delinquent accounts shall be the responsibility of FES or its agent.
2. Failure of Members to pay charges for Competitive Retail Electric Services may result in loss of those products and service; and
3. Failure to pay charges for Competitive Retail Electric Services may result in cancellation of the Member's contract with FES, and return the Member to EDCs' Standard Offer.

# **Exhibit A-4**

## **Automatic Aggregation Disclosure & Customer Education**



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

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

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

# **Exhibit A-5**

# **Experience**

## **Applicant's Experience and Plan for Providing Aggregation Services:**

The Applicant Medina County (the "County") has contracted with FirstEnergy Solutions Inc. ("FES") to provide administrative and retail generation supply services for the County's Aggregation Group, which is comprised of all eligible Cleveland Electric Illuminating Company (CEI) and Ohio Edison (OE) customers located in the County who do not opt out of the Group.

FES has extensive experience in providing retail generation supply services and in responding to customer inquiries and complaints. FES has been approved as a Certified Supplier with the PUCO. FES is already providing power supply services for residential and other customers under the State's Electric Choice Program. FES is well versed in S.B. 3 and the rules adopted by the PUCO, and is thus in a position to ensure compliance with all applicable provisions of Section 4928.10 of the Revised Code, and the rules adopted by the Commission pursuant thereto.

FES has an experienced call center to provide services of a call center for consumers in the County to call for information during the 21-day enrollment and opt out period for the County's Aggregation Program.

The billing of customers for the retail generation supply will be provided through the electric distribution utility, Cleveland Electric Illuminating Company (CEI) or Ohio Edison (OE), and the billing process will be coordinated with CEI/OE by FES for the Aggregation Group.

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