



Public Utilities  
Commission

Original GAG Case Number	Version
10 - 1143 -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 City of Medina, Ohio  
Address 132 North Elmwood Ave, Medina, OH 44256  
PUCO Certificate # and Date Certified 10-271E (5) issued 9/16/18  
Telephone # (330) 722-9020 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

Mayer Dennis Hanwell  
Signature of Applicant & Title

Dennis Hanwell

Sworn and subscribed before me this 11th day of August, 2020  
Month Year

Sherry A. Crow  
Signature of official administering oath

Sherry A. Crow - Administrative Office  
Print Name and Title  
Manager

My commission expires on 5-27-24



# **AFFIDAVIT**

State of Ohio :

Medina ss.

(City)

County of Medina :

Dennis Hargrett

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

He/She is the Mayor (Office of Affiant) of City of Medina (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.

Mayer D. Hanwell

Signature of Affiant & Title

Dennis Hanwell

Sworn and subscribed before me this 11th day of August, 2020  
Month Year

Sherry A. Crow

Signature of official administering oath

Sherry A. Crow - Administrative Office Manager

Print Name and Title

My commission expires on 5-27-24

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**Submitted to:  
The Public Utilities Commission of Ohio**

**CERTIFICATION APPLICATION  
FOR A GOVERNMENTAL  
AGGREGATOR**

**City of Medina, Ohio**

**City of Medina  
132 North Elmwood Avenue  
Medina, OH 44258**

**330-764-3319**

**August 14, 2012**

# **Exhibit A-2**

# **Authorizing Ordinance**

**ORDINANCE NO. 147-00**

**AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20, OHIO REVISED CODE, DIRECTING THE MEDINA COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS, AND DECLARING AN EMERGENCY.**

**WHEREAS:** The Ohio Legislature has enacted electric deregulation legislation ("Am. Sub. S.B. No. 3") which authorizes the legislative authorities of municipal corporations, townships and counties to aggregate the retail electrical loads located in the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity; and

**WHEREAS:** Such legislative authorities may exercise such authority jointly with any other legislative authorities; and

**WHEREAS:** Governmental aggregation provides an opportunity for residential and small business customers collectively to participate in the potential benefits of electricity deregulation through lower electric rates which they would not otherwise be able to have individually; and

**WHEREAS:** This Council seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4928.20, Ohio Revised Code (the "Aggregation Program"), for the residents, businesses and other electric consumers in the City and in conjunction jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, MEDINA COUNTY, OHIO:**

**SEC. 1:** That this Council finds and determines that it is in the best interest of the City, its residents, businesses and other electric consumers located within the corporate limits of the City to establish the Aggregation Program in the City. Provided that this Ordinance and the Aggregation Program is approved by the electors of the City pursuant to Section 2 of this Ordinance, the City is hereby authorized to aggregate in accordance with Section 4928.20, Ohio Revised Code, the retail electrical loads located within the City, and, for the purpose, to enter into service agreements to facilitate for those loads the sale and purchase of electricity. The City may exercise such authority jointly with any other municipal corporation, township or county or other political subdivision of the State of Ohio to the full extent permitted by law.

147-00



The aggregation will occur automatically for each person owning, occupying, controlling, or using an electric load center proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this Ordinance.

**SEC. 2:** That the Board of Elections of Medina County is hereby directed to submit the following question to the electors of the City at the general election on November 7, 2000.

"Shall the City of Medina have authority to aggregate the retail electric loads located in the City, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt out?"

The Clerk of this Council is instructed immediately to file a certified copy of this Ordinance and the proposed form of the ballot question with the Medina County Board of Elections not less than seventy-five (75) days prior to November 7, 2000. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Ordinance and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4928.20, Ohio Revised Code.

**SEC. 3:** Upon the approval of a majority of the electors voting at the special election provided for in Section 2 of this Ordinance, this Council individually or jointly with any other political subdivision, shall develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Council shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the City. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Council shall aggregate the electrical load of any electric load center within the City unless it in advance clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt out of the program every two years, without paying a switching fee. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided under division (a) of Section 4928.14 or division (d) of Section 4928.35, Ohio Revised Code until the person chooses an alternative supplier.

**SEC. 4:** That this Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open



meeting of this Council and that all deliberations of this Council and any of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

**SEC. 5:** That this Ordinance shall be declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the City, and for the further reason that this Ordinance is required to be immediately effective in order to file a certified copy of this Ordinance and the proposed form of the ballot question with the Board of Elections of Medina County not later than seventy-five (75) days prior to the November 7, 2000 election and provided herein; wherefore, this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** August 14, 2000      **SIGNED:** Michael C. Morse  
President of Council

**ATTEST:** Catherine L. Horn      **APPROVED:** August 16, 2000  
Clerk of Council

**SIGNED:** James S. Roberts  
Mayor

Effective date - August 16, 2000

I, Catherine L. Horn, CLERK OF THE COUNCIL OF THE  
CITY OF MEDINA, OHIO, HEREBY CERTIFY THAT THE  
FOREGOING IS A TRUE AND CORRECT COPY OF  
ORDINANCE - RESOLUTION NO. 147-00  
ADOPTED BY SAID COUNCIL ON 8-14-00  
Catherine L. Horn CLERK OF COUNCIL

147-00

# **Exhibit A-3**

# **Operation**

# **and**

# **Governance**

# **Plan**

## ORDINANCE NO. 7-01

**AN ORDINANCE ADOPTING THE PLAN OF OPERATION  
AND GOVERNANCE FOR THE CITY'S ELECTRIC  
AGGREGATION PROGRAM, AND DECLARING AN  
EMERGENCY.**

**WHEREAS:** Ordinance No. 147-00, passed August 14, 2000, authorized the placing of an "opt-out" electric aggregation issue on the November 14, 2000 ballot; and

**WHEREAS:** At the November 14, 2000 election the voters of the City of Medina approved participation in the electric aggregation program; and

**WHEREAS:** As part of the process, the City has to adopt a Plan of Operation and Governance; and

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY  
OF MEDINA, OHIO:**

**SEC. 1:** That the Plan of Operation and Governance for the City of Medina's Electric Aggregation Program is hereby adopted.

**SEC. 2:** That a copy of the draft Agreement is marked Exhibit A, attached hereto and incorporated herein, subject to final approval of its content and form by the Law Director.

**SEC. 3:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to move forward with said aggregation program as quickly as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** January 8, 2001

**SIGNED:** Michael C. Morse  
President of Council

**ATTEST:** Catherine L. Horn  
Clerk of Council

**APPROVED:**

**SIGNED:**

Mayor

WHEREAS SIGNED, CLERK OF THE COUNCIL, OF THE  
CITY OF MEDINA, OHIO, HEREBY CERTIFIES THAT THE  
FOREGOING IS A TRUE AND CORRECT COPY OF  
ORDINANCE - RESOLUTION NO. 7-01  
ADOPTED BY SAID COUNCIL ON 1-8-01

Catherine L. Horn  
CLERK OF COUNCIL 7-01

# **City of Medina, Ohio Municipal Electric Aggregation Program**

## **Plan of Operation and Governance**

**Adopted by Medina City Council  
January 8, 2001**

**As updated August 2010**



## 1. Overview

At the November 7, 2000 general election, local residents authorized the City of Medina ("the City") to create a municipal opt-out electric aggregation program ("the Aggregation Program") as provided under Section 4928.20 of the Ohio Revised Code. Under the opt out electric aggregation program, all eligible electric consumers within the City's corporation limits will be automatically included in the Aggregation Program initially. However, all consumers will also be given the opportunity to opt out of or decline participation in the Aggregation Program as detailed herein.

The City's purpose in creating the Aggregation Program is to represent local consumer interests in competitive electricity markets by aggregating electric loads within the City's corporation limits (including municipal facilities) and negotiating affordable electric supplies and other related services on behalf of local consumers. The City may pursue this purpose individually or in cooperation with other entities.

Many small commercial and residential electric consumers lack the knowledge and leverage to effectively negotiate power supply rates and services. A governmental aggregation program provides them with an option for professional representation and the bargaining power of a larger, more diverse consumer group that may be more attractive to suppliers, allowing them to effectively participate in the competitive process and achieve benefits.

The Aggregation Program is designed to reduce the amount a consumer pays for electric energy, and to gain other favorable economic and non-economic terms in service contracts. The City will not buy and resell power, but will represent collective consumer interests to set terms and conditions for service. Through a negotiation process, the City will develop a contract with a Competitive Retail Electric Services Provider (CRES Provider) or Providers for firm all-requirements electric service. The contract will run for a fixed term. Once the contract has been finalized, it will be submitted to the Medina City Council for approval. Initially, each eligible consumer within the City's corporation limits will be automatically included in the Aggregation Program on a non-discriminatory basis. However, prior to actual enrollment, each consumer will receive a notice from the City detailing the Aggregation Program's rates, terms and conditions.

Each consumer will then have a 21-day period to opt out of or decline to participate in the Aggregation Program without charge. Consumers opting out of the program will remain on FirstEnergy's Standard Offer Generation Service until such time as they select an approved CRES Provider. A similar opt-out period will be offered at least every three years during which time consumers can leave the Aggregation Program without paying a switching fee.

Participants who leave the Aggregation Program and wish to return, as well as consumers who move into the City after the initial opt-out period will be afforded the opportunity to enroll in the Aggregation Program. However, the City cannot guarantee rates, terms and conditions to consumers enrolling in the aggregation program after the initial 21-day opt-out period

Participants who relocate within the City limits will be allowed to continue in the Aggregation Program at their new locations under the same terms and conditions as at their former locations provided the FirstEnergy rate classification is the same at both locations by contacting the CRES Provider directly.

The City will enter into a Master Service Agreement with a CRES Provider to implement and operate the Aggregation Program. Contracts for power supply and other related services will be negotiated, recommended, and monitored for compliance by the City on behalf of local consumers.

The Aggregation Program covers the power supply or generation & transmission portions only of a participant's electric bill. FirstEnergy will continue to deliver electricity to Aggregation Program participants' homes and businesses through its electric and distribution system as a monopoly function regulated by the Public Utilities Commission of Ohio (PUCO). FirstEnergy will also continue to install, operate and maintain its system of poles, wires, transformers and other electric distribution components. Aggregation Program participants should continue to call FirstEnergy if their power goes out or if they have billing questions. The PUCO will continue to oversee FirstEnergy's electric safety and reliability service standards.

The City developed this Plan of Operation and Governance in compliance with Ohio law regarding municipal opt-out aggregation of electric consumers, including at least two public hearings prior to its adoption.

## 2. Plan of Operation and Governance

The Medina City Council shall approve through resolution or ordinance the Aggregation Program's Plan of Operation and Governance in accordance with Ohio Revised Code Section 4928.20. Amendments to the Plan of Operation and Governance may be subject to Medina City Council approval and filing with the PUCO.

## 3. Aggregation Program Structure and Management

Oversight of the Aggregation Program will be the responsibility of the Service Director, who shall report to the Mayor. The Service Director will have the authority to develop specifications for the Aggregation Program, to appoint an Aggregation Program Manager, and to select, hire and manage the CRES Provider.

The CRES Provider and the Aggregation Program Manager will work under the direction of the Service Director with the advice and counsel of the City Attorney.

Due to the complexity of the electric utility industry and the uncertainties of its associated restructuring activities, the Service Director may contract with a consultant or consultants to provide the necessary expertise to represent the City's interest in legislative and regulatory matters and/or to serve as the Aggregation Program Manager. Such services may include, but are not limited to facilitating consumer enrollment and opt-out, assisting with consumer education, addressing consumer questions and concerns, providing reports on program operation, enrollment and savings, negotiating future CRES Provider contracts, and representing the City in dealings with CRES Providers, FirstEnergy, the Ohio Legislature and the OCC.

### 3.1 Selection of A CRES Provider

The City will not buy and resell power to Aggregation Program participants. The City will negotiate with potential CRES Providers to provide affordable, reliable electric supplies and other electric related services on behalf of local consumers. The City will consider cooperating with other governmental aggregators if it appears beneficial to do

so.

Through a negotiation process, the City will develop a Master Service Agreement (MSA) with a CRES Provider or Providers for firm, all-requirements service.

The City will contract only with a CRES Provider or Providers that meet at a minimum the following criteria:

- Certified as a CRES Provider by the PUCO
- Registered as a generation supplier with FirstEnergy
- Have a Service Agreement for Network Integration Transmission Service under FirstEnergy's or ATSI's Open Access Transmission Tariff, as appropriate
- Have a Service Agreement under FirstEnergy's Market-based Rate Tariff
- Demonstrate that its Electronic Data Interchange (EDI) computer network is
- Fully functional and capable of handling aggregation requirements.
- Successfully completed EDI computer system testing with FirstEnergy
- Meet standards of creditworthiness established by the City
- Have a customer call center capable of effectively handling participants' questions, concerns and disputes in a timely manner using a toll-free telephone number
- Hold the City harmless from any financial obligations arising from offering electricity and/or energy-related services to Aggregation Program participants
- Satisfy the State of Ohio's and FirstEnergy's credit requirements
- Negotiate with the City and execute the MSA
- Assist the City in developing detailed opt-out and opt-in procedures
- Provide the Automatic Aggregation Disclosure
- Affirmatively state the expected annual savings percentage for Aggregation Group participants
- Assist the City in holding any needed public hearings
- Notify aggregation program participants of the first month of aggregation power delivery

#### 4. Enrollment and Termination of Aggregation Service

##### 4.1 Initial Consumer Notification and Aggregation Service

After approval of the MSA by the Medina City Council, the CRES Provider will work with the City and FirstEnergy to identify all eligible consumers within the City's corporation limits.

All eligible consumers will be notified of the rates, charges and other terms and conditions of participation in the Aggregation Program and that they will be automatically enrolled in the Aggregation Program unless they opt out of or decline participation in the program. Consumers will be given a 21-day period in which to notify the City's selected CRES supplier that they wish to opt out of or decline participation in the Aggregation Program. The opt-out notice shall include at least the following Aggregation Program information:

- Rates and Charges

- Terms and Conditions
- CRES Provider information and contacts
- CRES Provider's toll-free number for customer service and concerns
- City Aggregation Program Manager's contact information
- Consumer education information
- The 21 day opt out period and opt-out procedures
- Consumer's right to opt-out at least every three years with no switching fee

After the 21 day opt out periods have elapsed, all eligible consumers who have not notified the City's selected CRES provider of their desire to opt out of the Aggregation Program will be enrolled by the CRES Provider at the earliest date practicable. Participants will not be required to take other affirmative steps to be included in the program.

Consumers enrolled in the Aggregation Program by the CRES Provider will receive a rescission letter from FirstEnergy notifying them of their enrollment and granting them seven calendar days to notify FirstEnergy of any objection to their enrollment in the Aggregation Program. FirstEnergy will notify the CRES Provider of consumer objections or any reason that a consumer was not enrolled in the Aggregation Program. The CRES Provider will report to the City the status of Aggregation Program enrollment on at least a quarterly basis.

#### 4.2 Leaving the Aggregation Program

Participants who wish to leave the Aggregation Program may do so:

- During the initial 21 day opt out period
- During subsequent opt out periods offered by the City at least every three years.

At any other time however, a switching fee may be assessed.

In addition to the initial 21-day opt-out period described above, each participant will be given an opportunity to opt out of the Aggregation Program every three years without paying a switching fee. Consumers who choose to opt out of the Aggregation Program at any time other than during the initial 21-day opt-out period or during subsequent opt-out periods offered by the City may be subject to a switching fee assessed by the CRES Provider.

Aggregation Program participants who wish to opt-out of the program after the initial 21-day opt-out period will be allowed to do so effective with the consumer's next meter reading date, subject to FirstEnergy's notice requirements.

Any consumer who opts out of the Aggregation Program will be returned to FirstEnergy's Standard Offer Generation Service until such time as the consumer selects another approved CRES Provider.

If a participant relocates outside of the City's corporation limits, there will be no exit fee and service will end under the aggregation program as described above.

#### 4.3 New and Returning Participants



Participants who leave the Aggregation Program and wish to return, as well as consumers who move into the City after the initial 21-day opt-out period will be afforded the opportunity to enroll in the Aggregation Program. However, the City cannot guarantee rates, terms and conditions to consumers enrolling in the Aggregation Program after the initial 21-day opt-out period. Consumers may contact the Aggregation Program Manager to obtain current enrollment information.

Participants who relocate within the City limits will be allowed to continue in the Aggregation Program at their new locations under the same terms and conditions as at their former locations, provided the FirstEnergy rate classification is the same at both locations.

Consumers who opt-in to the Aggregation Program do so for the remaining term of the MSA. However, all consumers retain the right to opt-out every three years without paying a switching fee.

The CRES Provider will comply with all local, state and federal rules and regulations regarding discontinuing service to Aggregation Program participants.

## 5. Rates, Other Costs and Billing

### 5.1 Electric Supply Charges

The City will aggregate electric loads within the City's corporation limits (including municipal facilities) and negotiate mutually agreeable price terms with CRES Providers for affordable, reliable electric supplies and other related services on behalf of local consumers. The City may pursue this purpose individually or in cooperation with other entities. CRES Providers will supply information on electric supply charges by FirstEnergy customer rate classification or other appropriate pricing category as approved by the City. All electric supply charges will be fully and prominently disclosed in consumer enrollment materials and will be subject to approval by the Medina City Council.

### 5.2 FirstEnergy's Regulated Customer Classifications and Rates

FirstEnergy assigns customer rate classifications, character of service and associated regulated rates subject to PUCO approved tariffs. In addition to the CRES Provider's generation charges, consumers will continue to be billed for FirstEnergy's service and delivery charges. Although the City may participate in regulatory proceedings and represent the interests of consumers regarding these regulated rates, it cannot assign or alter customer rate classifications.

### 5.3 Other Costs

Governmental aggregation program participants may be assessed a one time, \$5 switching fee by FirstEnergy. In the event this fee cannot be waived, it fee will be paid by the Aggregation Program participants. The City will not be responsible for paying the switching fee.

#### 5.4 Customer Billing

The CRES Provider will comply with the customer billing requirements of O.R.C. Section 4928.10 and all applicable PUCO rules and regulations. The CRES Provider will use FirstEnergy's "Rate Ready Consolidated Billing" method initially in which each consumer account receives one bill itemizing the CRES Provider's electric supply charges and FirstEnergy's delivery, transition and other PUCO-approved charges. The CRES Provider may provide supplier consolidated billing if and when it becomes available, subject to Medina City Council approval, which approval will not be unreasonably withheld. Any proposed use of a two-bill option must be approved by the City. The CRES Provider will offer a budget billing option to participants if available to them from FirstEnergy.

#### 6. Consumer Education

The CRES Provider will work with the City to develop an education plan for retail electric consumers in the City. The City and the CRES Provider will, where practicable, provide consumer education messages that are consistent with the messages of FirstEnergy's local campaign, and the statewide electric consumer education program. The requirements of the City's consumer education plan will be provided in the MSA.

#### 7. Reliability and Customer Service

For the protection of retail electric consumers in Ohio, the PUCO has adopted rules governing minimum service, quality, safety, and reliability practices for local utilities like FirstEnergy. The rules provide standards for inspection, maintenance, repair, and replacement of the transmission and distribution lines of each local utility. The rules also impose standards on utilities for system operation, reliability, and safety during emergencies and disasters.

FirstEnergy will continue to maintain and service its electric transmission and distribution facilities in the City. Accordingly, the only thing that changes for the FirstEnergy consumers in the City who participate in the Aggregation Program is the generation supplier. For the members of the Aggregation Group, the generation supplier will be the CRES Provider.

The CRES Provider will provide a toll free telephone number and Internet web page for consumer questions and concerns. Customer service protocol will be developed with the CRES Provider.

#### 8. Reliability and Indemnification of Consumers

Electric service reliability is an essential to Aggregation Program participants. The City will strive to provide high-quality service and reliability through provisions of the CRES Provider contract, through traditional proceedings related to FirstEnergy's regulated transmission and distribution services; and through direct discussions with FirstEnergy concerning specific or general problems related to quality and reliability of its transmission and distribution system. If for any reason a CRES Provider fails to provide uninterrupted service, the City will attempt to acquire an alternative power supply. If this attempt fails, participants will default to FirstEnergy's Standard Offer Generation Service. In no case will participants be without power as the result of the CRES Provider's failure to provide uninterrupted service. The City will seek to minimize this risk by contracting only with reputable CRES Providers that demonstrate reliable service. The City also intends to include conditions

in its CRES Provider contract that will indemnify participants against risks or problems with power supply service and price.

#### 9. Participants Rights

All Aggregation Program participants shall enjoy the protections of law afforded to consumers as they currently exist or as they may be amended from time to time. These include rights to question billings or service quality or service practices. All program participants shall also enjoy the individual right to decline participation in the Aggregation Program subject to the terms and conditions contained herein.

All Aggregation Program participants will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the CRES Provider, be provided all required notices and information; and always retain the right to opt out of the Aggregation Program or switch suppliers subject to the terms and conditions contained herein.

All consumers within the City's corporation limits shall be eligible to participate in the Aggregation Program on a non-discriminatory basis subject to the terms and conditions described herein, Ohio law, PUCO rules and regulation governing electric service, and FirstEnergy's approved tariffs.

Service under the Aggregation Program shall include all eligible customer classes in adherence with universal service principles and requirements, and the traditional nondiscriminatory practices of local government. CRES Provider contracts shall contain provisions to maintain these principles and equitable treatment of all customer classes.

Low-income consumers shall remain subject to all provisions of Ohio law and PUCO rules and regulations as they may be amended from time to time regarding their rights to return to FirstEnergy's Standard Offer Generation Service and participation in the Aggregation Program.

#### 10. Participant Responsibilities

Aggregation Program participants are subject to the same standards and responsibilities as other electric consumers, including payment of billings and access to metering and other equipment necessary to carry out utility operations.

#### 11. Termination of the Aggregation Program

The Aggregation Program may be discontinued upon the termination or expiration of the CRES Provider contract without any extension, renewal or subsequent contract being executed. In the event of Aggregation Program termination, each participant will receive notification 60 days prior to such program termination and can return to FirstEnergy's Standard Generation Offer Service or select another approved CRES Provider.

#### 12. Definitions

"Aggregation" means combining the electric loads of multiple customers for the purposes of supplying or arranging for the supply of competitive retail electric generation service to those customers.

"Aggregation Group" means those eligible retail consumers of FirstEnergy within the corporate limits of the City who do not "opt-out" of the City's aggregation program. The Aggregation Group means those retail residential, commercial, and large use customers whose meters are read on a cycle basis by FirstEnergy within the corporation limits of the City who become participants in the Aggregation Program.

"Master Service Agreement" means the contract between the City and the CRES Provider.

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

"CRES Provider" means an individual or entity that has been certified by the PUCO to provide competitive retail electric generation, power brokering or power marketing and that has executed a Master Services Agreement with the City.

"City Load" means all City accounts both within and without the corporation limits of the City including, but not limited to, Utilities, Port Control, Public Service, Health, Public Safety, Parks, Recreations and Properties, Community Development, Street Lights and Traffic Signals.

"Consolidated Billing" means combining FirstEnergy's charges and the CRES Provider's charges on one billing statement.

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

"PIPP" means Percentage of Income Payment Plan Program as prescribed in PUCO Rules 4901:1-18-02(B)-(G) and 4901:1-18-04(B) of the Ohio Administrative Code.

"Power Marketer" means a certified electric supplier that takes title to electricity, capacity and other services from electric power generators and other wholesale suppliers and then resells those services to end-use customers.

"Rate Ready Billing" means a billing method in which the non-billing party provides rate information to the billing party sufficient to calculate the non-billing party's charges.



# **Exhibit A-4**

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

## Opt- Out Letter

July XX, 2010

Dear City of Medina Resident,

City of Medina is providing you the opportunity to join other residents to save money on the electricity you use. Savings are possible through governmental aggregation, where City officials bring together citizens to gain group buying power for the purchase of electricity from a retail electric generation provider certified by the Public Utilities Commission of Ohio. City of Medina voters approved this program in November 2000.

After researching competitive electricity pricing options for you, we have chosen FirstEnergy Solutions Corp., a subsidiary of FirstEnergy Corp., to provide you with savings on your electric generation through May XXXX. There is no cost for enrollment and you will not be charged a switching fee. You do not need to do anything to participate.

As a member of this aggregation, you are guaranteed to save 6 percent off your Price to Compare. Your Price to Compare is essentially the price you pay for electric generation from the utility and consists of generation and transmission related components, which are the costs associated with generating the power and delivering it through the transmission system.

To estimate what your savings per kilowatt-hour (KWH) will be through this program, locate your Price to Compare on your electric bill. Divide your Price to Compare by 100, then multiply by 0.06 (6%) to determine your savings per KWH. Multiply that number by your total monthly usage. The final number is how much you can expect to save each month you use the same amount of electricity.

You will see your electric savings from FirstEnergy Solutions after your enrollment has been completed and your switch has been finalized – approximately 30 - 45 days, depending upon your meter read date. Of course, you are not obligated to participate in the City of Medina's electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local electric utility – Ohio Edison– you have until July XX, 20XX to return the attached “opt-out” form. If you do not opt out at this time, you will receive a notice at least every three years asking if you wish to remain in the program. If you leave the program at any other time, you could be subject to a \$25 cancellation fee from FirstEnergy Solutions – and you might not be served under the same rates, terms and conditions that apply to other customers served by Ohio Edison.

After you become a participant in this governmental aggregation program, Ohio Edison will send you a letter confirming your selection of FirstEnergy Solutions as your electric generation provider. As required by law, this letter will inform you of your option to cancel your contract with FirstEnergy Solutions within seven days of its postmark. To remain in the City's governmental aggregation program, you don't need to take any action when this letter arrives.

Ohio Edison will continue to maintain the system that delivers power to your home – no new poles or wires will be built by FirstEnergy Solutions. You will continue to receive a single, easy-to-read bill from your local electric utility with your FirstEnergy Solutions charges included. The only thing you'll notice is savings.

If you have any questions, please call FirstEnergy Solutions toll-free at 1-866-636-3749, Monday through Friday, 8 a.m. to 5 p.m. Please do not call the City of Medina with aggregation program questions.

Sincerely,

City of Medina

P.S. To receive these savings, **you should not respond**. Return the opt-out form only if you do not want to participate in the City's electric governmental aggregation program.

**OPT-OUT FORM – CITY OF MEDINA RESIDENTIAL ELECTRIC GOVERNMENTAL AGGREGATION PROGRAM**

**Option 1: Do nothing and save.**  
If you want to participate in this program and save, you do not need to return this form. Your enrollment is automatic.

**OR**

**Option 2: Opt out by returning this form.**  
If you do not want to participate in this program, you must return this form before the due date.

By returning this signed form, you will be EXCLUDED from the opportunity to join with other residents in the City of Medina's Electric Governmental Aggregation Program.

☐ **I wish to opt out of the City of Medina Electric Governmental Aggregation Program. (Check box to opt out.)**

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

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

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

**Mail by July XX, 20XX to: City of Medina Electric Governmental Aggregation Program, 341 White Pond Drive, Bldg. B-3, Akron, Ohio 44320**

## **City of Medina Electric Governmental Aggregation Program Frequently Asked Questions**

### **What is aggregation?**

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

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

In November 2000, City of Medina residents voted to allow the City to contract for an electric generation supplier on their behalf.

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

Under the City's governmental aggregation program, the price you pay for electric generation supply is guaranteed to be 6 percent lower. In other words, each month, you'll pay 6 percent less for the generation portion of your electric supply than if you had not joined the City's governmental aggregation program.

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

You do not need to do anything to receive the discounted generation pricing under this program. You may choose to remain in the aggregation group and begin receiving your 6-percent discount by simply not returning the opt out form.

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

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

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

In this program, the discount you will receive is fixed, so each month you will save 6 percent off the generation portion of your bill. Since the actual price per KWH charged by the utility may change each month based on the season and your usage, the price per KWH from FirstEnergy Solutions will also change each month. Regardless, you are guaranteed to save 6 percent off the competitive portion of your electric bill.

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

"Opt out" means that you can decide not to participate in the City's electric governmental aggregation program. By returning the opt-out form, which is included in this mailing, by the due date you will not be enrolled as an electric generation customer with FirstEnergy Solutions, the City's competitive electric generation supplier, and you will not receive the 6-percent discount.

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

If you do not return the opt-out form postmarked by the due date, you will be included in the City's governmental aggregation program and will begin receiving competitively priced electricity from FirstEnergy Solutions.

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

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



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

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

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

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

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

Yes, you can remain on budget billing; however, the budget billing program does not apply to your charges from FirstEnergy Solutions – only to charges from the electric utility. Your total charges from FirstEnergy Solutions will fluctuate from month to month according to your usage.

**Can I still have my payment automatically deducted from my checking account as I do now?**

Yes. How you pay your electric bill will not change.

**Who is FirstEnergy Solutions?**

FirstEnergy Solutions Corp., a subsidiary of FirstEnergy Corp., offers a wide range of energy and related products and services, including the generation and sale of electricity and energy planning and procurement. FirstEnergy Solutions is a leading competitive supplier of energy to residential and commercial and industrial customers in Ohio, Pennsylvania, New Jersey, Maryland, Illinois and Michigan.

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

For answers to your questions, please call 1-866-636-3749, Monday through Friday, 8 a.m. to 5 p.m.

# **Exhibit A-5**

# **Experience**

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

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

FES has extensive experience, through its affiliation with FirstEnergy Corp., 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 City to call for information during the 21-day enrollment and opt out period for the City's Aggregation Program.

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

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

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**Case No(s). 10-1143-EL-GAG**

Summary: Application for the City of Medina's (Medina) Electric Aggregation Program electronically filed by Ty Brocksieker on behalf of Energy Harbor and City of Medina