

DIS Case Number: 13-0718-EL-GAG

Section A: Application Information

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

the applicant's legal name, address, telephone number, and web address.

Legal Name: Village	e of Crestline	Country: United States	
Phone: 419-683-	Extension (if applicable):	Street: 100 N. Seltzer S	treet
3800			
Website (if any): w	ww.crestlineoh.com	City: Crestline	Province/State: OH
		Postal Code: 44827	

A-2. Contact person for regulatory matters

John Rostash 100 N Steltzer St Crestline, OH 44827 US jrostash@crestlineoh.com 4196833800

A-3. Contact person for Commission Staff use in investigating customer complaints

John Rostash 100 N Steltzer St Crestline, OH 44827 US jrostash@crestlineoh.com 4196833800

A-4. Applicant's address and toll-free number for customer service complaints

Phone: 419-683-3800	Extension (if	Country: United Stat	es
	applicable):		
Fax: 419-683-4205	Extension (if applicable):	Street: 100 N. Seltzer	r Street
Email: cspackey@crest	lineoh.com	City: Crestline	Province/State: OH

hio Public Utilities Commission

Postal Code: 44827

B-1. Authorizing ordinance

Provide a copy of the adopted ordinance or resolution that reflects voter authorization to form a governmental aggregation program pursuant to Sections 4929.26 and 4929.27 of the Ohio Revised Code.

File(s) attached.

B-2. Operation and governance plans

Provide a copy of the applicant's plan for operation and governance of its aggregation program adopted pursuant to Sections 4929.26(C) or 4929.27(B) of the Revised Code. The Operation and Governance Plan should include all information pursuant to Rule 4901:1-28-03 of the Ohio Administrative Code.

Files(s) attached.

B-3. Opt-out disclosure notice

If the aggregation program provides for automatic aggregation in accordance with Section 4929.26(A) of the Revised Code, provide a copy of the disclosure notification required by Section 4929.26(D) of the Revised Code.

File(s) uploaded

B-4. Experience and Plans

Provide a description of the applicant's experience in providing the service(s) for which it is applying (e.g. number and type of customers served, utility service areas, amount of load, etc.). Also provide the plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4928.10 of the Revised Code.

File(s) attached



Application Attachments

Village of Crestline

Exhibit B-1 Authorizing Ordinance (Electric Program)

Animumer No. 25216. Presed. Jugged of the Construction of the REAL AND	RE	XORID OF O	FIDHMANCES	1	
And ORDINANCE TO FACILITATE COMPETITIVE BENCTREACE STATE AN ORDINANCE TO FACILITATE COMPETITIVE BENCTREACE STATES BENCHICLE NO FROMENTS BENCTREACE STATES BENCHICLE NO FROMENTS BENCTREACE STATES BENCHICLE NO FROMENTS BENCTREACE STATES BENCHICLE NO BENCHICLE NO BENCHICLE BENCTREACE STATES BENCHICLE NO BENCHICLE BENCTREACE STATES BENCHICLE NO BENCHICLE BENCTREACE STATES BENCHICLE AND BENCHICLE BENCHICLE AND BENCHICLE AND BENCHICLE NO BENCHICLES BENCHICLE AND BENCHICLE AND BENCHICLES TO BENCHICLES BENCHICLE AND ACTICLE VILLESCTORES BENCHICLE AND ACTICLE VILLESCTORES BENCHICLE AND ACTICLE VILLESCTORES BENCHICLE AND ACTICLE AND BENCHICLES OF BENCHICLES BENCHICLE AND ACTICLE VILLESCTORES BENCHICLE AND ACTICLE AND BENCHICLES OF BENCHICLES BENCHICLE AND ACTICLE VILLESCTORES BENCHICLE AND ACTICLE AND BENCHICLES OF BENCHICLES BENCHICLE AND ACTICLE VILLESCTORES BENCHICLE AND ACTICLE AND BENCHICLES OF BENCHICLES BENCHICLE AND ACTICLE VILLESCTORES BENCHICLE AND ACTICLE AND BENCHICLES OF BENCHICLES BENCHICLE AND ACTICLE AND BENCHICLES OF BENCHICLES BENCHICLE AND ACTICLE AND BENCHICLES OF BENCHICLES BENCHICLE AND ACTICLE VILLESCORE BENCHICLE AND ACTICLE AND ACTICLES BENCHICLE AND ACTICLE AND ACTICLES BENCHICLE AND ACTICLE AND ACTICLES BENCHICLE AND ACTICLE STATES BENCHICLE AND ACTICLE AND ACTICLES BENCHICLE AND ACTICLE AND ACTICLES BENCHICLE AND ACTICLE AND ACTICLES <th>ng Disebuth, Nyatinon, wanganta, Jupi</th> <th></th> <th></th> <th>21</th> <th></th>	ng Disebuth, Nyatinon, wanganta, Jupi			21	
<text><text><text><text><text></text></text></text></text></text>	Indimension Nos 2521		Hensed	Chescipt if	Z
RATAL BURCTESC SERVICE TO PROMOTE ELECTRON. RATAC, SAVENOR, LOWER COOT RELECTED. A SAVENOR, LOWER COOT RESERVICE STRUCTS SAVENOR, LOWER COOT RESERVICE AND RELECTIONS INCLUENCES. AND RELECTION AND RELECTIONS INCLUENCES. AND RESERVICE AND RES					
RATAL BURCTESC SERVICE TO PROMOTE ELECTRON. RATAC, SAVENOR, LOWER COOT RELECTED. A SAVENOR, LOWER COOT RESERVICE STRUCTS SAVENOR, LOWER COOT RESERVICE AND RELECTIONS INCLUENCES. AND RELECTION AND RELECTIONS INCLUENCES. AND RESERVICE AND RES					
of Creatilities (the "City of Creatiline") rectain authority related to utility service; and WEIEREAS, parameter Chapter 4928 of the Dido Rovined Code, to Bolijian compatible solid electric services to presents chartelely service; and authority occurses within their justicilierize; and WEIEREAS, parameter is antile geventmental author racy aggregates certain alustricity consumes within their justicilierize; and WEIEREAS, parameter to Seathen 4928, 28, Revined Code, the City of Creatiline is authorized to use mean aggregater by outhinising an externative upd-out, governmental aggregation program for the provider of compatibles real electrics are ("Electric Aggregation") for the beautil of contain electricity commence within the City of Creatiline as that the consumers and conditional parchasing of observice supplies; and WHEEREAS, Electric Aggregation provides in opportunity for charitery consumers; collectionity in authorize and conditions provides in approximity for charitery consumers; collectionity in authorize and conditions to abbe to realize individually; and wHEEREAS, in the puble intermet, the City of Creatiline dusters to submit to the electors of the City of Creating give quantics of whether the City of Creating algorithm adjusted to the	Restail Blicth Elicth Cor (Autho Epfect Furbur Revue The o Crawf Submit	BLICTEIC ICAL SAVI RCITY SUPPLI SETAIN BU SETAIN BU SETAIN ALL AN ELECTRIC UNT TO SECT D COOL AND A BIO CONSTE ORD COUNTY TA SALLOTQU	SERVICE IN NGOL LOY RIGH, LOY RUTHOR DOIN BOTHICH SVII NOARD OF S NCARDOR DOIN INCARD OF S NCARD OF S	PROMOTE HE COST ER SEMENTS CONSUMERS, CONSUMERS, CONSUMERS, CONSUMERS, CONSUMERS, N THE ORIO SECTION 4 QV ECTING THE ECTING THE ECTING TO ELECTIONS TO ELECTIONS TO ELECTIONS TO	
WHEREAS, paramet to Chapter 4928 of the Ohio Review) Code, to findition compatible social electric services to presente clustelely services, hower next electric angular, and other boards, castals governmental authior race aggregates extents clustricity commences within their jurivaliation; und WHEREAS, personne to Santine 4928,28, Reviewi Code, the Chy of Crustilian is authorized to use an aggregator by outdebinding an extensivic opt-out governmental aggregation program for the provident of compatibles rates within the City of Crustilian au date the commence and compatibles out electricity supplice and other boardfue from the commences and combined purchasing of obscice supplier, and WHEREAS, Electric Aggregation provides an opportunity for clustericity commence collectively to assist obsticts to toright, lower cast electricity supplies, and other borothis that the commences ray and combined purchasing of obscice supplier, and WHEREAS, Electric Aggregation provides an opportunity for clustericity commence collectively to assist obsticts to the able to realize individually; used WHEREAS, in the proble intervent, the City of Creatine dusters to authorit to the electors of the City of Creatine for quantics of whether the City of Qreating algorithm algorithm of the total	WHEREAS, Ar	lic le XVIII Secti	uu 4 of the Citie	Constitution group	r she City
computative solid electric service to precede classifier soly eggenges or estimated entities and other bounder, costain governmental entities racy eggenges or estimated entities of commences within timir justication; und WHEREAS, personant to Section 4920-20, Revised Code, the City of Cremines is authorized to use mean tagregators of computative vetal electrics are a tagregators of computative vetal electrics are ("Electric: Aggengation program for the providers of computative vetal electrics are vite ("Electric: Aggengation program for the providers of computative vetal electrics are vite ("Electric: Aggengation or other the consumers and combined providers in opportunity for classifier and other boundles for the equipative and combined providers in opportunity for classifier, and WHEREAS, filencia: Aggengation provides more that the consumers used are also a classifier to the above to realize individually; and the towards and the consumers are and combined providers in apportantly for classifier, and WHEREAS, filencia: Aggengation provides more constants to realize individually; and	of Creatilitian (the "City o	n' Crastiliane") cor	tain authority rel	lated to wildy serv	ice; and
magnifies, and other boostins, costain governmental multice racy aggregate costain electricity consumers within timir jurisdiction; und WHEREAS, personal to Southen 4728-28, Revised Code, the City of Countins is authorized to use mean togragator by outdebining an automatic opt-out governmental aggregation program for the provider of compatitive read electric arrivio ("Electric Aggregation") for the benefit of normal dentricity commence within the City of Countins an that the consumers and combined providering of observice supplies; and WHEREAS, filectic: Aggregation provider an opportunity for classicity consumers cultoritenty to excite observice to a observice supplies; and where benefits the consumers are stored electricity supplies and observice towards for the equipation and combined providers an opportunity for classicity consumers cultoritenty to excite observice arrives the observe cast electricity supplies, and where benefits that the commentance story are attentive and individuality; and where the outside the commentance in the observe cast electricity supplies and other benefits that the commentance story are described to abbe to realize individuality; and	WHEREAS, M	mant to Chapter	r 4928 of the Ohj	e Revined Code, to	Collinso
elementeday occursments within their justeflectur; und NFHEREAS, parameter to Section 49228.228, Revised Code, the City of Cremitine is authorized to use mean aggregator by outdebilising an externative upd-out, governmented aggregation program for the provider of compatibles real electrics arcrite ("Electric Aggregation") for the benefit of contain electricity iconsumer, within the City of Creating as that the consumers and combined providering of electricity supplies and other benefits from the aggregation and combined providers are opportunity for classifier and WHEREAS, filectic Aggregation provides an opportunity for classifier, and WHEREAS, filectic Aggregation provides an opportunity for classifier, and where therefits that the communuum story not elemented by of realize individually; and where therefits that the communuum story act elemented by of realize individually; used WHEREAS, in the puble intermet, the City of Creatine desires to authorit to the electors of the City of Creating is quantice of whether the City of Creating algorithm desired	computitive solail elect	ng as naivres als	navle classisky	arvings, lower an	st ubost elu
WHERE AS, personne to Souther 4928-28, Revised Code, the City of Counties is authorized to not uses aggregator by outdeling as a demotic opt-out governmental aggregation program for the provider of compatitive readil electric arrivia ("Electric Aggregation") for the brandit of normal dentricity commands within the City of Counties so that the communic and combined perchasing of electricity supplies and other brandly float the aggregation and combined perchasing of electric supplies; and WHERE AS, filectic: Aggregation provider no opportunity for classicity commands collectionity to excite electricity supplies, and where brandly to excite electricity and provider and other brandly and other brandly in excite electricity and the electricity supplies, and where the outer the communue story not allow winds to able to realize individually; and	mpplin, and other for	unter, cartaña gr	overannoisi aut	like recy appropri	o cectaria
It authorized to use mean taggregator by establishing an externational programmer of the providence of compatibility order out governmented aggregation: ") for the brandit of contain electricity communes, within the City of Creatine ao that the communes and combined partnering of electricity supplies and observe to be electricity applies and electricity is an experiment of electricity and the communes and combined partnering of electricity supplies and electricity communes, within the communes and combined partnering of electricity supplies and electricity communes and partnering of electricity supplies and electricity communes are applied and the communes are communes and provides an experiment of electricity supplies, and where the communes are actual electricity supplies and entities are actually for each electricity and the communes are actually a supplier and electricity is a classifier and electricity and the communes are actually a supplier and entities are actually and a subscript of electricity and and a subscript by a supplice and the communes are actually of constitue to realize and the proble interact, the City of Creatine dataset to actual to the electrices of the City of Creatine for quantice of whether the City of Creatine dataset in actual to the electrices of the City of Creatine for quantices of whether the City of Creatine dataset in a specific and the composite and the communes are actually and a specific and the city of Creatine for the city of Creatine dataset in a specific and the specific and the city of the city of Creatine for the specific and the city of the specific and the specific and the city of the city of the specific and the specific and the city of the city of the city of the specific and the	disatricity consumers a	itin tair jaint	lindice; and		
nggengestion program for the provision of compatitive retail electric arrevice ("Electric Aggregation") for the brankle of contain electricity incomments within the City of Constitue so that the comments and combined purchasing of electricity supplies and other benefits from the aggregation and combined purchasing of electricity supplies; and WHEREAS, filectric Aggregation provides an opportunity for classicity constructs collectionly to estimate to virge, lower cast electricity supplies, and other benefits that the communus may not effective to abbe to realize individuality; and WHEREAS, in the polic interast, the City of Creatine dulates to admit to the electrors of the City of Creatine fits quantice of whether the City of Creatine duplet	WHEREAS, M	rount to Socilan	4928.20, Revine	d Cada, the City of	Cvalian
Aggregation:") for the boundit of outside electricity communes within the City of Croatines so that the consumers and reaking leaves cost electricity supplies and other bounds for the aggregative and combined provides an opportunity for clasticity constraines collectively in antizordistric tavings, lower cast electricity suggilies, and whittingeast, filectic Aggregation provides an opportunity for clasticity constraines collectively in antizordistric tavings, lower cast electricity suggilies, and other boundits that the communuum story not administed be able to realize individually; and whittingeast, in the public interast, the City of Creatine doubes to authorit to the electors of the City of Creating for quantics of whether the City of Creating doubles	is authorized to get rece	a chillen film fi a si	pightighing as and	innutic opl-out gov	
Croatiline so that the consumers may redue lower cost electricity supplies and other boundful from the appropriate and combined purchasing of electric supplies, and WHEREAS, filectric Appropriate provides an opportunity for clasticity consumers collectively to antilaceduttic savings, lower cast electricity supplies, and other boundful that the communus may not attentwind be able to realize individually; and WHEREAS, in the public intermet, the City of Creatiles durings to the electors of the City of Creating dis quantics of whether the City of Scotting algorithm deputed	nggengation program fé	e the geodalance	Competitive ret	nii olocicio arreico	"Glastic
benefits from the appropriate and combined purchasing of electric supplies; and WHEREAG, filectoir Appropriate provides an opportunity for electricity constraints collectively in antize about to correcting, lower cost electricity supplies, and other benefits that the communus may not affinitivite the able to realize individually; and WHEREEAS, in the public interms, the City of Creating durates to admit to the electors of the City of Creating dis quantics of whether the City of Creating slaved	Aggregation") for the	brasili of vote	la cloutrisity se	manua within th	e City at
WHEREZAR, Allocatic Aggregation provides an opportunity for electricity communent collectivity to antike-stratic savings, lower cast electricity suggline, and other benefits that the communus may not attantwird be able to realize individuality; and WHEREZARS, in the public intermet, the City of Creatiles doubtes to athantic to the electors of the City of Creating for quantics, of whether the City of Creating algorith	Crustian so that the co	aalaanaa alay to	dàne lever cost c	deciricity supplies	and these
consuments collocatively in antilano district covinges, lower cost effectivity suggilies, and other benefits that the communus sury not administed be able to realize individually; and WHEREPAS, in the public interast, the City of Creatine durings to relate the electors of the City of Creating distribution of whether the City of Creating algorith	boundful Grown the same	ganine and count	lined perchasing	of oluctric supplie	n; and
other benefits that the communus raw out attentive to eative individually; and WHEREAS, in the public interest, the City of Creatine durates to admit to the clusters of the City of Creating dis quantics, of whether the City of Creating algorith	WHEREAS, G	Malais Appropri	daa provides m	opportunity for (cladricity
und WHERERAS, in the public interest, the City of Creatine durings to related to the electors of the City of Creating do quantice of window the City of Creating deputs	constituents explorationally	to entire chart	ia aavinga, lonna	cast electricity sup	piles, and
WHERE RAS, in the public interest, the City of Creatine during to admit to the electors of the City of Creating dot quantices of whether the City of Creating algorith	other boudits that the	odnamana sany (oot alluewies be	able to evalue ind	ividually;
electors of the City of Creatino dis quantics of whather the City of Unptiline signals	assact				
	WHEREAS, in	the public interes	t, lin City of Crea	aline desists to sale	untifi to tilta
create un Electrie Aggregation program to facilitate compariti or retail contrine nervine	electors of the City of	Creating dat spin	ution of whether	the City of Crestil	tel signific
	crunte un lilectris Aggr	aparing hologon	to the liter to come	paniti va retail caaste	io narview

 \mathbf{y}

-

۰.

. .

RECORD OF ORDINANCES

dispect

.120.000.

203

4

spearglanes with youthen (928.23), Maviers Code; and

Prote The star

Ordinance No. 2574_

11 120

111

.

Level and

ч. і .

· .;

in the second

1

•**

۰.

WEERLEAS, this Ordinance constitutes an conceptory measure providing for the investigate preservation of the public poace, property, health, or safety, in that opportunities to correliante aggregation antivities with suppliers may forcests limited; and

Pesand

WHEREAS, the City of Crustiline has adapted this Ordi annes parameters the antinety oraflaxed by Anticia XVIII Society 4 of the Ohio Countinuum and Society 4923-20. Having

NGW, THERETOPOR he is Ordnined by the Dounsil of the City of Crestine, Ohio, these-fourths (24) of the metrobate classed threas douesting:

Sortion 3: This Council finds and domination that to facilitate compatitive axial electric mewher to promote electric suvings, lower cont electricity supplies, and other benefits, it is in the best interest of the City of Creatilian and cortain electricity communes within the jurisdiation of the City of Creatings to establish an Electric Aggregation program in the City of Crestiles present to Section 4928.20, Revised Code. Pervided that this Ordeness and the Electric Aggregation program is approved by the electors of the City of Crestlins in excordance with this Ordinance, the City of Creatings is hereby authorized to talwall activate nervancy to affect an Electric Aggregation program promises to Soction 4028.20, Reviewl Codes. The City of Crestilian may exactly this authority joinity with other autition to the fall entent pervoluted by lane. Persher, for such pressner, the Meror of the City of Creation in terriby anthorized to encents and dolives are growned with AMPO, Inc. to ander the City of Creatiling an its coordinate and agent to affect the Electric Aggregation program. Assess necessary to attest the Electric Aggregation program include determining and entering into service agreement(s) with supplicite to facilitate the sale and purpleme of all electricity, competitive rotal diadric aquicat, and ratel electric generation to some the enrolled curamount. The City of Creatiles: shell be authorized by the cloutors to be the only entry authorized to act for and on behalf of its smolled alconic companies to determine and atters the parvidee(a) to supply the Electric Aggregation pergents and the carefuled constraints

Section 2: The Electric Aggregation programs and not apply trapeness that are not eligible pursuant to Rules and/or Orders of the Public Unitidas Companyists of Ohm

<page-header><page-header><text><text><text><text><text><text><text><text></text></text></text></text></text></text></text></text></page-header></page-header>	••	a a ana ana ana ana ana ana ana ana ana	
Contraction No. <u>1997</u> Commission of the Electric Auguments to the stephenic plan of operations of sovername ("Plan") for the Electric Auguments to the stephenic plan of operations of sovername ("Plan") for the Electric Auguments on the complete plan of operations and sovername ("Plan") for the Electric Auguments on the complete plan of operations and sovername ("Plan") for the Electric Auguments on the complete plan of operations and sovername ("Plan") for the Electric Auguments on the complete plan of operations and sources on November 4, 2000: To facilitation competitive realls storeduces of the City of Constitutes at the General broaded in the City and one indo services segments that instancial facation broaded in the City and one indo services segments that instancial facation broaded in the City of Constitute to Enclidente competitive recall obsects sources and stored broaded by any size, and other branching, shall the City of Constitute and programments for the new and plane provide of any stored segments and instanced facation broaded in the City of Constitute to Enclidente competitive recall obsects suprestrates operated obsectivity are ingo and other branching by adding and suprestrates operated obsectivity and other branching by adding as an and the City of Constitute to Enclidente course and the power and advection suprestrates. NOT FOR, the City of Constitute to Enclidente course and the program starts from Augument 32,2000, voldade he surveyed -fiver (City) city priors to Notwacher 4,3065. The Electric Auguments advections with the tain colicie and supervised to the sum of the in- suprestrates and programs shall last tain colicie and supervised by a majority of the observem vesting upper the programs institute quarkies a bidd in succerdame with the Ordinames and Euclose 4922-200, Rovinal Code, and other suprestrates of competitive and programs for the Electric Augumention and the stored operation of the first operation of the top powering at the provident denotor parel de	51 1793	DEROOS OF OPPHIAMORE	7 .
<text><text><text><text><text><text><text></text></text></text></text></text></text></text>	ŝ		
Ordinance No. 25 M "Communication") or and alights gammass to the adapted plan of openadase and gavements ("Plan") for the Electric Agamming program. Status 3: The Brack of Electric Agamming program. Status 3: The Brack of Electric Agamming program. Status 3: The Brack of Electric Agamming program. The Brack of Electric Agamming program. Status 0: The Brack of Electric Agamming program and adapted plan of a pendon program and adapted plan of a pendon program. Status 0: The Brack of Electric Agamming program and adapted plan of a pendon program and adapted program and adapted program. POR, the Cly of Constants to Statistic pendon program and adapted program and adapted program and adapted program. Not FOR, the Cly of Constant to Statistical appropriate pendon program and adapted pendon pendopendo pendopendo pendon pendon pendopendo pendon pendo	· · · · · · · · ·		
(*Comminismic) we must slightly personant to the adapted plan of operations and provements (*Plag") for the Electric Agammatian program. Seather 3: The Bened of Electric Agammatian program. Seather 3: The Bened of Electric Agammatian program. To institute the billowing operations to the observes of the City of Countiles at the Grammatian duration and the billowing operation, to the observes of the City of Countiles at the Grammatian duration and the billowing operation with duration of the source of stored bill by marying, and other benefits, and the billowing operation with the billowing operation and the billowing operation and the billowing operation and the billowing operation and other provides and the billowing and the billowing operation in the source of the	i	Ordinance No. 2576 insered ausure 4 2003	
proprietance ("Plan") for the Electric Agamganism program. Section 3: The Banad of Electric Agamganism program is handly drawned in automatin the Balawing operations to the observed of Canadibar Dia Chi of Constituent at the Constant inte Balawing operations with the observed of the objects of the Object of Canadibar Dia Balawing in the objects of the Object of th		and a second and the second and the second	-
Statist 1: The Band of Ellisticities of Canaditation is havedly drived is to activate the Wavenber 4, 2003: The Statist is to comparison to the decises of the City of Constituent is the Consult duction on Wavenber 4, 2003: Description of Constituents have achieving to aggregate until inclusion factors in Statistical Constituents in the achieving to any other bases/flag, should be of City and other activity, which aggregations and inclusion of City and other activity, which aggregations to the two on rolled by a voluting proventions of City and other activity, which aggregations that the activation factors in Statistical Statistical Constitution of City and other activity, which aggregations that the activation of the statistical factors in Statistical Statistical Comparison of City and Other Statistical Statistica of City and Other Statistical Comparison of City and Other Statistical Comparison of City and Other Statistical Statistica Other Statistical Statistica of City and Other Statistica of City and Other Statistica of Statistica of Statistica of Statistica of City and Other Statistica of Statistic			
to advant the following quantities to the checkers of the City of Constituents of de Constituent de Central			
election on November 4, 2003; To finitize from cool electicity exploite, and other bandles, shall be City of Canatine have the ancherity to aggregate unit intended from a perspected of intercicity and other receivers, sink eigenentics into any perspected of intercicity and other receivers, sink eigenentics into any perspected of intercicity and other receivers, sink eigenentics into any perspected of intercicity and other receivers, sink eigenentics into any perspected of intercicity and other receivers, sink eigenents any status promote description are first intervention of the second second promote description and other receivers and other bandles perspected promote description and other bandles by using any aggregate. The Clock of this Connect is intervented to like a contified copy of this (Intilanatourd the proposal first any status of the intervented to like a contified copy of this (Intilanatourd the proposal first any status of the birty quantion with the Consolery County Bound of Elections and have then Augunt 30,2000, which is any person affect can any status of the subjection in the status days any status operated with the Consolery County Bound of Elections and have then Augunt 30,2000, which is any proposal lattice quavies at the viewies in their intervent for the electers weige upon the proposal lattice quavies at the viewies and the sconteness with this Onlineme and Elections 4928.28, Rovies Coals, Upan approved to Electics Augunts in anorednase with Section 4928.28, Rovies Coals, and other sconteness with this Onlineme, the Section 4928.28, Rovies Coals, and other intervents of Chepter 4928, Rovies Coals, and other intervents and giverenzers for the Electics Augungalies programs, fields interviewed for in the Ordinence, the Clay of Chestling pink develop and negation interviewed for the first businessing shall be publicated coore a needs interviewed into housings, caries of the Election incidence in the Clay of Chestling the traits. Then incidence in the institute in s	21	and with the subble substances on second in second in second	İ
To finitilize comprehistor while identicis services to produce elements of the first produce of elements is anotherity is aggregated and the first produce of elements of the services, and aggregation to consume another the services aggregation and the base services. The service is green and the service is green and the service is green and a service is green and the service is green and the service is green and service is green and service is green and service is green and services and the service is green and service is a service in the service is the service is green and is green and service is and the is green and service is gre			
 material, kome could checkely negation, and other benefits, shell floo City of Countino have the anthening to aggregate must statistical facts found to for City and other info sections guessmank for the sale and providens of attracticity and other are vision, with aggregation to come manufacturing lifety entry any process of HumathVedy elects with to be secolded by n-vided groundant? POR, the City of Countino to fucilitatio countrafility restal elected anythone. NOT FORE, due City of Countino to fucilitatio countrafility are cault to be secolded survivo to promote electricity movings and other branching by soling as an aggregate. The City of FMB, due City of Countino to fucilitatio countrafility or cault electricity provide to grounds electricity provides and other branching by soling as an aggregate. The City of FMB, due City of Question to fucilitation of the contraction by soling as an aggregate. The City of FMB, due City of question of the contraction of Hommony of the proparation by grounds electricity provides and other branching of Statis Couling as an affect with a second solid to the a contraction of Hommony of the proparation for a fibre builtet question with the Oneofierd County House and Fibrations and latter thus Augung 20,2000, which is assessed (70) city of priors in Hommony 4, 5003. The Electric Aggregation program shell not take contract query of the statism hold in accordances with this Collisianes and Electric solates approved by a singlerity of the observes veing space and subset allow of 22,22, Roytenk Couls, Upanegyperveil, the Electric Aggregation abult halm edited as the continue provide by an and other appricarments of Chapter 4928, Bardand Couls. Santion 4: Upan approved by a singlerity of the elections years in the elections provided for in the Ordinance, the City of Counting abult downlog on adopt a Hom of spanninges and governagenes for the Electric Aggregation groupes. Kentoto antophing, acopice of the fixed brancing on			j k
 predvense of elementscher and other services, mich aggregation to come anomalisally unknown any protoco allumatively elections in an excelled by a videof groundard? POR, the City of Chendine to Bolibate question to entropy and election of the service to promote electicity are inpaned untur bound to be used in any service to promote electicity working and other bound to be used in any service to promote electicity working and other bound to be used in a service to promote electicity working and other bound to be used in a service to promote electicity working and other bound to be used in a service to provide the bolist question with the Oneslayd scope of this (Inflameneum) in a service to promote electicity and the two operatives to the service to the service of the connect is independed to the construct County flowed of Elections and there fund August 38,2000, which is assessively flow (75) city at priors to Horizanian 4,3003. The Election August 38,2000, which is assessively flow (75) city at priors to Horizanian 4,3003. The Election August 38,2000, which is assessively flow of the clocks approved by a majority of the election works the Onesland Device and Elections at the structure 4,3003. The Election August 39,2000, which is assessively flow of the clocks approved by a majority of the election works the Onesland Device and Elections at the structure 4,3003. The Election August and Onesland Device and Elections and Elections at the structure 4,2004. Upan approval, the Election August is a support of the structure of the structure of Election and Elections at the structure of the structure of the election provide line in the structure of the structu	3. 	antwings, hower cost educately anyphing, and other humilita, shell the City of Canaliza have the anthoning to aggregate such elected in the	
service to promote electricity and run and other boundaries as aggregates. NOT FOR, the City of Coordians to the Sitter comparity or enail should a service to promote electricity working and other branche by acting as an aggregates. The City of this Council is instructed to the groundaries (Courty Bound of Blachen and program form at the bellot quantum with the Counter & Courty Bound of Blachen and have then Augure 20,2000, which is assessed of Courty Bound of Blachen and have then Augure 20,2000, which is assessed of Courty Bound of Blachen and have then Augure 20,2000, which is assessed of Courty Bound of Blachen and have then Augure 20,2000, which is assessed of Courty Bound of Blachen and have then Augure 20,2000, which is assessed of the subset approved by a unijority of the electrons which this Ordinates and Blackens 4928,200, Rowinsk Cade. Uppersequentia, the Electrics Aggregation program the group with Section 4928,200, Rowinsk Cade. Uppersequentia, the Electrics Aggregation shell have efficient of the subset in them well constitues through in a association with Section. 4923-20, Rowinsk Cade, uppersent, the Electrics Aggregation also the state and the section provided code, and other majorities through in a association with Section. 4923-20, Rowinsk Cade, and other majorities through in a group with the analysis of the electory vesting at the elections provided for in the Ordinates, the City of Courtling shall denote part adopt a Flas of spermities and growing as for the Blotcie's Aggregation, programs. Yorkey andphing such Pine, at least true public hominger on the Fine, shall be find. Before the flas insering, action of the English hominger on the Fine, about the prove accestrative reads in a scrowpaper of general civiniation is the City of Courtline. The constructive reads is a scrowpaper of general civiniation is the City of Courtline. The		persistent of electricity and other services, such appropriate to occurs entermedically unhanced process althoughtvely electra art to be userabled	
NOT FOR, the City of Constitut to the Situate counterflip or each observes and appropriate observation to provide the sectorially services and other branches by acting as an anyophysics. The Clock of this Connect is instructed to Site a constitued energy of this Confinement within programmi form on the builtst quanties with the Converted Consty Bound of Electrices and have builtst quanties with the Converted Consty Bound of Electrices and have then Augure 39,2000, which is account of (75) days prior to Weiwahdard 4,3003. The Electrice Augurements programmi shall not take officies endows approved by a subjective of the electrons works the October 4928,200, Baving Alexa and Alex	ini juli sele	any ice to promote adapteicity are ingo and other bandles by unlager as	
The Cleck of this Quancit is instructed to the a cotified copy of this Chilamacumithis programmi form of the builtst quanties with the Orneller's County Bound of Electrices and inter them Auguer 39,2000, which is neverty-five (75) days priors i Normahar 4,3003. The Electric Augurganice program that are take collicit estates approved by sumjority of the electron volta time Constitutes and Sections 4928.20, Revised Code. Upon-approvel, the Electric Augurganics and Boutloos 4928.20, Revised Code. Upon-approvel, the Electric Augurganics shall take effects a time constitute three programs in a secondars with the Constitute of the electron volta time end constitute three alloyed for in another secondars with the electron with Section 4928.20, Revised Code, and other sequinements of Chapter 4924. Revised Code. Section 4928.20, Revised Code, and other sequinements of Chapter 4924. Revised Code. Section 4928.20, Revised Code, and other sequinements of Chapter 4924. Revised Code. Section 4928.20, Revised Code, and other sequinements of Chapter 4924. Revised Code. Section 4928.20, Revised Code, and other sequinements of Chapter 4924. Revised Code. Section 4928.20, Revised Code, and other sequinements of Chapter 4924. Revised Code. Section 4928.20, Revised Code, and other sequinements of Chapter 4924. Revised Code.		service to promise electricity seriogs and other bunches by acting as an	
propried from at the bullet quantum with the Occurry Roundon Rientines and Inter these August 20,2000, which is survey-flow (75) days prime to Networker 4, 2003. The Electric Augustation program that it is taken effect quarties at the electrics had be accordance with this Octioness and Eastloan 4928.28, Rovinsh Dade. Upon approval, the Electric Augustation and Eastloan 4928.28, Rovinsh Dade. Upon approval, the Electric Augustation and Eastloan 4928.28, Rovinsh Dade. Upon approval, the Electric Augustation and Eastloan 4928.28, Rovinsh Dade. Upon approval, the Electric Augustation and Eastloan 4928.28, Rovinsh Dade. Upon approval, the Electric Augustation and Eastloan 4928.28, Rovinsh Dade. Upon approval, the Electric Augustation and Eastloan 4928.28, Rovinsh Dade. Upon approval, the Electric Augustation and Eastloan 4928.28, Rovinsh Dade. Upon approval, the Electric Augustation and Eastloan 4928.28, Rovinsh Dade. Upon approval, the Electric Augustation and Eastloan 4928.28, Rovinsh Dade. Upon approval, the Electric Augustation and Eastloan 4928.28, Rovinsh Dade. Upon and other supericumments of Chapter 4928, Rovinsh Cocie. Section 4: Upon approved by a majority of the electror vesting at the electricus provided for in the Occioneace, the Electric Augustation programs. Uplice subopting such Pine, at least true public homings on the Pine about a program and adopt a Pine of sportations and governances for the Electric Augustation program. Uplice subopting such Pine, at least true public homings on the Pine about the field. Before the first Inseling, copies of the first leastloan is shall be published cover a needs first two counters weeks in a permaphyser of general electrologies in the City of Crustine, The		The Clock of this Council is instructed to like a cartified actor of this Chilleman and the	
Inter them August 20,2003, which is seventy-five (75) days prior to Verwacher 4,3003. The Electric Augustation program that proposed indict quarties approved by a majority of the electron voling upon the proposed indict quarties at the electron hold in accordance with this Ordinance and Southers 4928.28, Revised Cade. Upon approval, the Electric Augustation shall take effect at the encline provided point in these and continue throught in association with Souther 4923-30, Revised Code, and other requirements of Chapter 4928, Revised Code. Souther 4: Upon approved by a antipative of the electory vesting at the election provided for in this Ordinance, the City of Constitution paral adopt a Plan of sporting and governances for the Bloots Augustion program. Hellor into the provided for in the true public hemings on the Plan. Shall be first two into the first true public heating that the Electric Augustion programs. Hellor into the public true of the first true public heatings on the Plan. The	* 5 <u>5</u>	propusati form of the ball of quantum with the Ormelard Courty Board of Electrices art	1
The Electric Aggregation program that motion effect askes approved by a majority of the electron voting upon the proposal indict quarties at the obstica hold in mean-dames with this Ordistance and Electron 4928.28, Rovinsk Cade. Upon-approval, the Electric Aggregation shall take affinet at the enclicit provide ball. Upon-approval, the Electric Aggregation shall take affinet at the enclicit provide ball, Upon-approval, the Electric Aggregation shall take affinet at the enclicit provide balls, Upon-approval, the Electric Aggregation shall take affinet at the enclicit provide balls, Upon-approval, the Electric Aggregation shall take affinet at the enclicit provide balls, upon contribute thereafter in association of Society 4928, Rovinsed Code, such the electron provided for in the Ordinance, the City of Crusting ghall density at the electron provided for in this Ordinance, the Electric Aggregation programs. Update the of sparsations and governances for the Electric Aggregation programs. Update the subopting such Pine, at least two public homings on the Pine about the finit. Balane the fines freedom, colice of the first location in the Pine done is nearly for two constructive weeks in a persepagear of general electronization in the City of Crustine, The	·'ay	Inter these August 12,2003, which is survey-five (75) days prior to Normather 4, 3003.	
 The concern regargaments areas areas areas areas areas preserved preserve	829 7 -0	The Electric Aggregation pergram shall not take effect solves approved by a majority	
 The concern regargaments areas areas areas areas areas preserved preserve		of the electure voling spart the proposed inflot quartice at the election hold in	
 The concern regargaments areas areas areas areas areas preserved preserve		accordance with this Orlinance and Sections 4928.28, Review Cade. Upan approvel.	
supercomments of Chapter 4928, Revised Code. Souther 4: Upters approved by a senjenity of the electory vesting at the elections provided for in this Orellenace, the City of Crusting shall chemicy and adopt a Plan of systemizers and governances for the Blooteic Augregations program. Relate adopting such Plan, at least two public bearings on the Plan shall be finit. Balane the flare hearing, codice of the finit leasting shall be published once a weak for two constructive weeks in a nerrospaper of general electrologies in the City of Crustine, The		the Electric Aggregation shall take alloct at the architest possibility point in this and	
Southen 4: Upna approval for a majority of the electory varies at the election provided for in this Ordianace, the City of Crustian ghall denote p and adopt a Plan of spontium and governance for the Blooke Aggregation program. Relate adopting meth Plan, at least two public isomings on the Plan about the field. Before the first involves, color of the first isomings on the Plan about the first. Before two constants weaks in a persuppor of general electristics in the City of Crustian. The	1	continue througher in associances with Section 4923-29, Rovined Code, and other	
elections provided for in this Orcionace, the City of Constitue ghall denote p and adopt a Plan of operations and governance for the Blooks Augregation program. Iteleve adopting meth Plan, at least two public hearings on the Plan shell be full. Before the flast having, article of the first hearing shall be published once a weak for two exameterive weaks in a newspaper of general electrologen in the City of Crandina. The		magnicumments of Chapter 4928, Revined Code.	ļi
Plan of sporetiges and governance for the Bloose's Augregation program. Relate adopting such Plan, at least two public hearings on the Plan shall be finit. Bainer two first having, action of the first hearing shall be published once a week for two excustention would in a nerospaper of general electricities in the City of Crandina. The		Section 4: Upon approval by a majority of the electors wating at the	
Plan of spontium and governance for the Blooks Aggregation program. Itslats adopting such Plan, at least two public isonings on the Plan abult be field. Before the flap baseleg, apple of the first leasting shall be published once a weak for two excurcative weeks in a persupgeer of general electricities in the City of Crardina. The		elestina providad for in this Octomere, the City of Constitut should be not adopt a	į.
first having, article of the first hearing shall be published once a week for two excustention would in a nerraphyse of general circulation in the City of Crustilina, The	···	Plas of sympless and governance for the Electric Aggregation program. Relate	i .
constitutive reads in a servegaper of general circulation in the City of Crassina. The	÷	asiopting such Pine, at least two public hearings on the Pine shall be just. Before the	ľ,
	196 1	fiers baseing, extice of the first isoning shall be published once a week for two	ł
notice sheld summarize the Plan and state the date, than, and location of each baseing.	<i>1</i>)	excustrative weeks in a normapaper of general electriction in the City of Crandina. The	1
		notice shelt summine the Plan and state the date, time, and incidents,	1

....

3

 \mathbf{x}

.

.

×.

.

÷

•,

?

τ

.

RECORD OF ORDINANCES

. . 1

freeding

..........

Constantiate Ma. 2012 Parami - Argued C 23 Constantiate mendiod in the Electric Aggregation program shall in aggelled their electrical sequences and other services in anominan whit supply agreement(s) determined and assauged by the City of Crustilian, an apparimities because available to provide formilies to constants. The City of Crustilian shall be astherized by the sisteness to be the only early millicented to act for each on habelf of the communic that have carefuled in the Electric Aggregation program to determine and solvet the supplicity to posside the attactivity and all other reviews for the Electric Aggregation program.

Species 5: The adapted Planchall act appropriate any could absorb i and while the City of Constitute, onlines the pressue where electrical fouries in the set appropriate propriate and advance that the pressue will be encoded automatically in the Silveti's Appropriate program and abell constituents on contribut, endows the partners adjustmethody alactic and to be so targetime program and abell constituents. One constitut the communer cuty and y upl-cett of the Electric Appropriate program overy two presses without purpose a subsching the Adjustment in the approval of the Electric Appropriate program with the presses above and all other prevents of the parent's starbins distribution utility, until the presses above as all constant of the prevent starbing distribution utility, until the presses above as all constant or pressions.

Section 6: That the Countied County Bottell of Elections shall cause an appropriate aquice to be duly given of the situation to be hold on Nevember 4, 2000 on the fittingsing propriation and otherwise to provide the much election in the measure provided by the lates of the State of Ofen.

Section 2: This Council Ends and determines that all formed policies of this Council concerning and selecting to the adaption of this Ordinance ware taken in an open mouning of this Council and distall defiberations of this Council and my of its toquesitions that reached in them formed column was in compliance with the Law.

Soution 8: That this Outlinesco is lastely and southering throughout processing, and It shall take alloct and to in fartu insentiately and southering throughout the property of an inspected by the interior. The consum for the emergency is so that like property builds language can be bisedy submitted to the Consequent County Board of Blancions.

n see an maine a

115

<u>_</u>_____

1

.*

'i

11

.

. .]

v .

....

. .;

4

.

-

1

·

, then at co. Physically, thenever see, spread

+*

.

.

.

. •

ş - marin 1;3 **RECORD OF ORDINANCES** man Barr ne fis forger (\$128 interpet, S 21 <u>13</u>. -11tilling and and and - 2 -... . Ordinases No. 2576 Pars · . . . 1 Kan Fick Pro Tan President of Council 8-4-03 Pe Line . i i B.F.S A unotice Johnstoph Cloric of Council 3 Pate Dyne 8 Magree 4 ----nd au co fijone: 4.1 The David Van, Kelles Law Didding j. المحمد مت محمد المستند الم .. : . ۰. . 1 **ا** بې i •••• -----. 1 . • •

...

Village of Crestline

Exhibit B-2 Operation and Governance Plan (Electric Program)

ORDINANCE NO. 2617

AN ORDINANCE TO APPROVE THE PLAN OF OPERATION AND GOVERNANCE FOR THE CITY OF CREATINE'S ELECTRIC AGGREGATION PROGRAM AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Chapter 4928 of the Ohlo Revised Code, to facilitate competitive retail Electric service to promote Electric swings, lower cost Electric supplies, and other benefits, certain governmental entities may aggregate certain Electric consumers within linkir jurisdiction; and

WHEREAS, on November 4, 2003, the electors of the City of Crusilina approved of the City's plan to cruste an aggregation program for customers located within the boundaries of the City; and

WHEREAS, Revised Code 4929.26(C) requires a governmental entity interested in the submetic registration of pustomers under governmental aggregation, subject to customer rights to "opt-out" of such an aggregation, to adopt a plan of operation and governance for its aggregation programs now, therefore,

NOW, THEREFORE, Be it Ordained by the Council of the City of Crastilina, two-thirds (2/3) of the members elected therein concurring:

Section 1. That this Council hereby edopts the City of Creatiline Plan of Operation and Governance, (alteched hereba and incorporated herein by reference as Exhibit A) for the texplomentation and administration of the City's municipal Electric appregation program in accordance with Revised Cade 48(29,26(C).

Section 2. That this Council finds and determines that all formed actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and their all deliberations of the Council and any of its committees that resulted in these formed actions were in compliance with the Law.

Section 3. That it is hereby determined that this ontinance is an envergency measure measure measure for the preservation of the public peace, health, safely and welfare of the randoms of this City for the further reason that the immediate effective date of this Ordinence is necessary because negotimilions with electricity suppliers must begin without delay so that Crestline residents can esceive the benefits of electric aggregation at the earliest possible time. This ordinance shell therefore go into immediate effect provided it measives a two-thirds (2/3) vote of all members etected to this council, otherwise it shall go into effect in thirty (30) days if passed by a responsibly to the of Council,

.

6

· Anna - Containe and and and and a state of the state of

2

-

4

. . .

2

3"

Passed: 6-28-2024

۰.

à

·,-

.

;

۲.

Annelle Johnston Clerk/Trassurer

Apprendes to form: Herry M. Weists Ading Law Director

Jose Human

•- ••

.

- 1911年の「日本町の新聞」でしていたい。1911年1月1日、東京の一部の一部であり、

i L

. . .

1

· · · · · ·

Peto Dzugen Mayor

Overview

•

-

At the November 4, 2003 general election, local residents authorized the City of Crestline ("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 comments 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 emerging competitive electricity markets by aggregating electric loads within the City's corporation limits (including municipal facilities) and negotiating 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.

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 potentially achieve benefits.

1. Description of Services

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 fullrequirements electric service. The contract will run for a fixed term (i.e., one to five years). Once the contract has been finalized, it will be submitted to the Crestline City Council for approval.

Initially, each eligible consumer within the City's corporation limits will be automatically included in the Aggregation Program. However, prior to actual caroliment, each consumer will receive a notice detailing the rates, terms and conditions that will apply to that consumer.

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 the Ohio Edison's Standard Offer Generation Service, until such time as they select an approved CRES Provider. A similar opt-out period will be offered every two years during which time consumers can leave the Aggregation Program without paying an early termination fie.

1

.

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 curoll 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 and retain the same Ohio Edison account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the Ohio Edison rate classification is the same at both locations, and subject to any switching fees imposed by Ohio Edison.

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

Plan of Operation and Governance

8. j.

The Crestline 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 Crestline City Council approval and filing with the PUCO.

After adoption of the Plan of Operation and Governance, the City will file with the PUCO for governmental aggregator certification and also register as a governmental aggregator with Ohio Edison.

Aggregation Program Management

Oversight of the Aggregation Program will be the responsibility of the Safety Service Director who reports to the City Council The Safety 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 Safety Service Director will work under the direction of the City Council 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 Safety 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, Ohio Ediaon, the Ohio Legislature, the PUCO and the OCC.

The CRES Provider's rates may include an administrative fee, which shall (if implemented) be collected on behalf of the City to fund the implementation and administration of the City's Aggregation Program. The administrative fee may be adjusted annually to cover the City's cost of administering the program. The fee will be reviewed annually to ensure that the amounts collected do not exceed the cost of administering the aggregation program.

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 contract 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:

- 1. Certified CRES Provider by the PUCO
- 2. Registered with Ohio Edison
- 3. Have a service agreement under Ohio Edison's or its successor organization's Open Access Transmission Tariff
- 4. Successfully completed Electronic Data Interchange (EDI) computer system testing with Ohio Edison, and that CRES Provider's EDI computer system must be capable of effectively processing Aggregation Program EDI transactions in a timely manner

- 5. Meet standards of creditworthiness established by the City, Ohio Edison and the PUCO.
- 6. Have a toll-free customer call center and Internet web site capable of effectively handling participants' questions, concerns and disputes in a timely manner
- Hold the City harmless from any financial obligations arising from offering electricity and/or energy-related services to Aggregation Program participants

The CRES Provider's contract will run for a fixed term (i.e., one to five years) and contain all pricing, charges, switching fees, etc. in clear and easily understood terms.

The City will require any CRES Provider to disclose any subcontractors that it uses in falfillment of the services described herein.

The Crestline City Council will approve through resolution or ordinance, the contracts entered into by the City with the CRES Provider.

Electric Supply Charges

The City will aggregate electric loads within the City's corporation limits (including municipal fscilities) 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 Ohio Edison 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 eurollment materials and will be subject to approval by the Crestline City Council.

Ohio Edison's Regulated Customer Classifications and Rates

Ohio Edison assigns customer rate classifications, character of service and associated regulated rates subject to PUCO approved tarifis. In addition to the CRES Provider's generation charges, consumers will continue to be billed for Ohio Edison'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.

It is the intention of the city to offer its aggregation program to eligible customers in any and all customer classifications, and in all rate categories, for which the CRES Provider can offer a savings compared to the EDU's generation cost.

Developing the Pool of Elizible Accounts

The City shall request the BDU to provide current customer information for all customers within the municipal boundaries. The provided information shall include:

Customer name;

: "

- Customer service address;
- > Customer billing address;
- > EDU customer account number;
- > EDU rate code;
- > EDU PIPF code;
- > Customer load data;
- > Whether or not a customer has a present contract with a CRES Provider;
- > Whether or not a costomer has a special service contract with the EDU.

From this information, the City and the CRES Provider will develop the pool of customers eligible to participate in the aggregation program, for which the CRES Provider can offer savings.

Initial Consumer Notification and Euroliment

After contract approval by the Crestline City Council, the CRES Provider will work with the City and Ohio Edison to identify all eligible consumers within the City's corporation limits.

All eligible consumers will be notified in writing 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 twenty-one (21) days from the postmark date of the opt out letter in which to notify the City that they wish to opt out of, or decline participation in, the Aggregation Program. Consumers opting out of the program will remain on Ohio Edison's Standard Offer Generation Service, until such time as they select an approved CRES Provider.

Consumers may use one or more of the following methods to opt out of the program:

1) Returning a post card or other form provided in the opt-out letter

2) Telephone

3) Internet

1

After the initial 21-day opt out period has elapsed, all eligible consumers who have not notified the City of their desire to opt out of the Aggregation Program will be earolled by the CRES Provider at the earliest date practicable.

Consumers ineligible to participate in the Aggregation Program include those customer accounts that are located outside the City's municipal boundaries, customers who are in contract with a CRES provider, or customers in a "special rate" contract with Ohio Edison.

Consumers enrolled in the Aggregation Program by the CRES Provider will receive a letter from Ohio Edison notifying them of their enrollment. Consumers will have seven calendar days to notify the electric utility of any objection to their enrollment in the Aggregation Program. Ohio Edison will notify the CRES Provider of consumer objections or any reason that a consumer was not enrolled in the Aggregation Program and CRES Provider will maintain a list of customers who have opted out under the program rules. The CRES Provider will report to the City the status of Aggregation Program enrollment on at least a monthly basis.

Leaving the Aggregation Program

1

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

- During the initial 21-day opt-out period
- During subsequent opt-out period offered by the City at least every two years
- At any other time; however an early termination 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 two years without paying an early termination 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 an early termination fee.

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

CRES Provider Responsibilities

The CRES Provider will build and maintain a database of all Aggregation Program participants. The database will include the name, address, Ohio Edison service delivery identification (SDI) number and may include other pertinent information as agreed upon by the City and the CRES Provider. Such information may include the CRES Provider's account number (if different from Ohio Edison's SDI number), rate code, rider code (if applicable), most recent 12 months of kWh consumption and kW demand, and meter reading cycle. The Aggregation Program database will be updated at least quarterly. The City will have the right to access information in the database for purposes of auditing.

The CRES Provider will provide and maintain the required Electronic Data Interchange (EDI) computer system to effectively process Aggregation Program enrollments, opt outs, billing, etc., with Ohio Edison.

The CRES Provider will provide a local or toll free telephone number and Internet web site for participant questions and concerns about enrollment, opt-out provisions, billing and other Aggregation Program issues.

The CRES Provider will develop internal controls and processes to help ensure that the City remains in good standing as a governmental aggregator that complies with all laws, rules and regulations regarding the same as they may be periodically amended.

New and Returning Participants

Participants who leave the Aggregation Program and wish to return, participants who initially opt out of the program and later wish to join, and 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. Consumers may contact the office of the Safety Service Director to obtain current enrollment information.

Participants who relocate within the City limits and retain the same Ohio Edison account number will be allowed to continue in the Aggregation Program at their new location under the same terms and conditions as at their former location, provided the Ohio Edison rate classification is the same at both locations, and subject to any switching fees imposed by Ohio Edison.

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

Billing

۰,

The City initially plans to utilize Ohio Edison's consolidated billing service in which each consumer account receives one bill itemizing the CRES Provider's electric supply charges and Ohio Edison's delivery, transition and other PUCO-approved charges. The billing statement will be consistent with applicable PUCO rules and regulations. The City will consider other billing options, including CRES Provider consolidated billing, if and when they become available and if it appears advantageous to do so.

Ouestions and Concerns

.

The Aggregation Program only impacts the source of generation or power supply. Ohio Edison will continue to deliver the electricity purchased through the Aggregation Program to participants' homes and businesses through its electric transmission and distribution system. Participants with question or concerns regarding service delivery or safety, such as a power outage, a downed power line, sparking power lines or equipment, low voltage, etc. should continue to contact Ohio Edison at 888-544-4877. Meter reading or other billing questions should also be directed to Ohio Edison at 800-633-4766. Questions regarding Aggregation Program enrollment, opting out, and operation should be directed to the City or, as applicable, the CRES Provider.

Question or Concern	Contact	Phone Number/e-mail
Power outage of interruption	Ohio Edison	888-544-4877
Turn power on or off	Ohio Edison	800-633-4766
Meter reading/billing	Ohio Edison	800-633-4766
To enroll in or opt out of the Aggregation Program	CRESS Provider: First Energy Solutions House: M.F. 8:00 AM - 5:00 PM	865-436-3749
Aggregation Program Questions or concerns	Safety Service Director Hours:	419 683-3800
Unresolved diaputes (residential customers)	Ohio Consumer's Counsel	877-742-5622 (toll free) www.pickoce.org
Unresolved disputes (all customers)	Public Utilities Commission of Ohio	(800)-686-7826 (voice) (800)-686-1570 (TDD) www.puco.ohio.gov

Reliability and Indomnification of Consumers

Electric service reliability is 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 Ohio Edison's regulated transmission and distribution services; and through direct discussions with Ohio Edison concerning apecific 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 Ohio Edison'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 tiaks or problems with power supply service and price.

Participant 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 Ohio Edison'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 non-discriminatory 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 antended from time to time regarding their rights to return to Ohio Edison's Standard Offer Generation Service and participation in the Aggregation Program.

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.

Termination of the Aggregation Program

9

.

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 at least 90 days prior to such program termination and could return to Ohio Edison's Standard Generation Offer Service or select another approved CRES Provider.

Definitions

Aggregation

Combining the electric loads of multiple customers for the purposes of supplying or arranging for the supply of competitive retail electric service to those customers.

Aggregation Program Manager

The person or entity designated by the Safety Service Director to oversee the operation and management of the City of Crestline's Municipal Electric Aggregation Program.

Competitive Retail Electric Service (CRES)

A component of retail electric service that is deemed competitive under the Ohio Revised Code or pursuant to an order of the PUCO. This includes but is not limited to the services provided by competitive retail electric service providers, power markaters, aggregators and governmental aggregators.

Competitive Retail Electric Service Provider (CRES Provider)

A person or entity certified by the PUCO and registered with Ohio Edison who supplies or offers to supply a competitive retail electric service over Ohio Edison's electric transmission and/or distribution system. This term does not apply to Ohio Edison in its provision of standard offer generation service.

Consumer

Any person or entity that is an end user of electricity and is connected to any part of Ohio Edison's electric transmission or distribution system within the City of Crestline's corporation limits.

Delivery Charge

Charge imposed by Ohio Edison for delivering electricity to a consumer's home or business. The charge includes meter reading, billing, transition costs, maintaining electric system reliability and responding during emergencies and outages (also called the distribution charge).

Distribution

The delivery of electricity to a consumer's home or business over Ohio Edison's local poles, wires, transformers, substations, and other equipment. Ohio Edison's distribution system operations will remain regulated by the PUCO.

Electric Related Service

A service that is directly related to the consumption of electricity at a consumer's home or business. This may include, but is not limited to, the installation of demand side management measures at a consumer's premises, the maintenance, repair or replacement of appliances, lighting, motors or other energy-consuming devices at a consumer's premises, and the provision of energy consumption measurement and billing services.

Electric Supply Charge

All charges related to the generation of electricity by the CRES Provider.

Governmental Aggregator

An incorporated village or city, township or county acting as an aggregator for the provision of a CRES under authority conferred under Section 4928.20 of the Ohio Revised Code.

Kilowatt (KW)

A kilowatt is 1,000 watts

Kilowatt-hour (kWh)

A kilowatt-hour is 1,000 watts of electricity used for one hour. For example, a 1,000-watt appliance operating for one hour or a 100-watt light bulb operating for ten hours will consume one kilowatt-hour of electricity. Consumers are charged for electricity in cents per kilowatt-hour.

Ohio Consumers' Counsel (OCC)

The Ohio Consumers' Counsel (OCC) was established by the Ohio Legislature in 1976 to represent the interests of Ohio's four million residential utility customers served by investor-owned utilities in proceedings before the PUCO, other regulatory agencies and in the courts. The OCC also educates consumers about utility issues and resolves complaints individuals have with investor-owned utility companies.

Participant

**

A consumer enrolled in the City of Crestline's Municipal Electric Aggregation Program.

Public Utilities Commission of Ohio (PUCO)

The state agency charged with assuring all consumers (residential commercial and industrial) served by investor-owned utilities have access to adequate, safe, and reliable utility services at fair prices. The PUCO regulates a wide variety of investor-owned utilities, including electric, natural gas, pipeline, hesting/cooling, local telephone, long distance telephone, waterworks, wastewater, railroad, household goods carriers, water transportation, hazardous materials carriers, and commercial transportation carriers.

Standard Offer Generation Service

The electric generation service a consumer will receive from Ohio Edison (the default electric service provider) if the customer does not choose a CRES Provider.

Appendix A -- Education Process

The Provider will develop an educational program in conjunction with the Village of Crestline. Its purpose will be to explain the aggregation program to Village 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 Village 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 Crestline to provide opportunities for educating eligible Village consumers about the Program and their rights under the law, PUCO rules and this Program. In addition, the Provider and Crestline 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. <u>Member Access</u>:
 - 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:	
Village:	
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. <u>Member Complaints</u>:
 - 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 Village of Crestline, or if applicable, to the consumer, the Village, the Village of Crestline 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 Village of Crestline, Village of Crestline 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 Village, the Village of Crestline 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

Crestline 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 Village of Crestline may, at its option and in consultation with the Provider, change this function to the Retail Electric Generation Provider or a billing agency.

D. <u>Collections for delinquent accounts:</u>

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.

Village of Crestline

Exhibit B-3 Automatic Aggregation Disclosure – Opt-out Form (Electric Program)

City of Crestline 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 2003.

How You Benefit

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

	Your Electric Utility	Variable Price	Term End	Early Termination Fee
Residential	Ohio Edison	6% off Price to Compare	April 2021	None
Small Business	Ohio Edison	4% off Price to Compare	April 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,

City of Crestline

City of Crestline OPT-OUT FORM

Option 1: Do Nothing to Join		Option 2: Return this Opt-Out Form	Opt-Out Deadline
You will be enrolled automatically if you do not respond to this letter.	OR	To opt out, this form must be received by FirstEnergy Solutions by the deadline.	March 6, 2020

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

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	Variable Price – % OFF PTC
Electric Distribution Utility ("EDU")	Ohio Edison Company
Price and Length of Agreement	6% off your EDU Price to Compare ("PTC") through your April 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. <u>Please keep a copy of this Agreement for your records.</u>

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. If your product in the table above is a % Off PTC product, your monthly price per kWh will vary because the EDU's PTC may change based on any changes made by the EDU in its calculations. 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 (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 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, 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. 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 <u>www.fes.com</u>. 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 <u>www.puco.ohio.gov</u>. 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 <u>www.pickocc.org</u>.

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 <u>www.fes.com</u>. 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 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.

Village of Crestline

Exhibit B-4 Experience and Plan (Electric Program)

The Village of Crestline has experience in negotiating, contracting and providing for common services for residents of the Village. Some examples of experience as a service provider are:

- Electric Power purchase, generation and distribution
- Water and Sewer Service
- Police and Fire Service
- Parks and Recreation

The Mayor, Village Council and Village Staff routinely negotiate for services and supplies that benefit the residents of Alliance.

However, due to the complexity of municipal opt-out aggregation, the Village has chosen to retain the services of a consultant to assist them in designing, implementing and maintaining their electric aggregation program.

Contractual Arrangements for Capability Standards

The Village of Crestline states that a valid contract exists with:

AMPO, Inc., a Subsidiary of AMP 1111 Schrock Road, Suite 100 Columbus, Ohio 43229

for the purpose of providing consulting services on municipal opt-out electric aggregation.

Detailed summary of the services being provided:

- Assist with developing model ordinances to create opt-in or opt-out electric aggregation programs.
- Coordinate and work with municipal local officials and staff to develop a procurement strategy for reliable and competitive electric supplies and related services for the electric aggregation program.
- Assist with the preparation of a Plan of Operation and Governance for the electric aggregation program.
- Coordinate and assist with the preparation and filing of the required aggregation certification documents with the Public Utilities Commission of Ohio ("PUCO").
- Assist with performing the PUCO requirements for governmental aggregation programs.
- Provide consulting services and administer the process of negotiating with certified electric suppliers, developing and soliciting requests for quotations ("RFQ") or requests for proposals ("RFP").
- Evaluate and manage the ongoing negotiations and/or RFQ or RFP.
- Analyze the negotiations and/or RFQ or RFP's from certified retail electric suppliers and make recommendations to local officials and staff.
- Assist with developing and negotiating the contract with the certified retail electric supplier to serve the aggregation program.
- Assist the municipality in executing and administering agreements with the selected certified retail electric supplier.
- Coordinate the PUCO customer notifications and other requirements for enrolling residents in the

municipal electric aggregation program.

- Work with and assist the municipality, the certified retail electric supplier, and the electric local distribution company to facilitate the enrollment of customers in the municipal electric aggregation program at the earliest date practicable.
- Work with the certified retail electric supplier to coordinate and communicate with the municipality regarding enrollments in the municipal electric aggregation program, cost savings to participants, and other related matters.
- Assist the municipality in developing effective consumer education materials to explain the aggregation program and make community presentations as needed.
- Assist with monitoring proceedings of applicable legislative and regulatory bodies and provide analysis and updates on changes that may impact the municipal electric aggregation program, its participants, or the municipality.
- Represent the interests of the municipality at meetings with the certified retail electric supplier and the local distribution company concerning the municipal electric aggregation program rates, terms and conditions of service, customer concerns, etc.
- Assist and work with the municipality to prepare and file annual reports required by the PUCO and Section 4905.10(A) and Section 4911.18(A), Ohio Revised Code.
- Coordinate with municipal legal counsels to facilitate legal reviews and/or opinions that may be needed in connection with the aggregation program. Please note that the performance of any legal work, including but not limited to the legal reviews and/or opinions, are beyond the scope of AMPO's services.
- As the initial term of the certified retail electric supplier contract agreement nears its end, repeat Phase I activities to secure ongoing competitive electric supplies and related services for the municipal electric aggregation program.

Documentation of Contracting Party's Experience in Energy Aggregation:

AMP, Inc.

Founded in 1971, Columbus based American Municipal Power (AMP) was organized as a nonprofit corporation for the purpose of owning and operating electric facilities or otherwise providing for the generation, transmission and/or distribution of electric power and energy to its member communities. Members include 80 of Ohio's 86 municipally owned electric systems, three in Kentucky, seven in Michigan, 29 in Pennsylvania, five in Virginia and two West Virginia public power communities, ranging in size from 116 customers to more than 80,000 customers. Collectively, AMP member communities serve approximately 364,000 customers.

AMP coordinates, negotiates and develops power supply options and interchange agreements on behalf of its members. AMP also owns and operates the Richard H. Gorsuch Generating Station, a 213megawatt coal-fired facility located in Marietta, Ohio, that provides power to 48 participating communities, and has undertaken an ambitious program of siting distributed generation in member communities throughout Ohio. In addition, AMP serves as an independent project manager for Ohio members participating in joint ventures to share ownership of power generation and transmission facilities, including the OMEGA JV5 project, a 42 MW run-of-the-river hydroelectric power station completed on the Ohio River in 1999.

AMP also operates a sophisticated 24-hour energy control center that monitors electric loads and

transmission availability, dispatches, buys and sells power and energy and controls AMP and memberowned generation. A competent in-house engineering, operations, safety, power supply, key accounts, economic development, rate and environmental staff is available at AMP's headquarters to assist member communities in addition to performing AMP duties and providing support to the joint ventures.

AMP's knowledgeable, experienced staff understands the unique challenges faced by local government staff and elected officials. AMP is governed by a 16-member Board of Trustees, all of who are local government representatives, and a number of AMP staff members—including its president—once worked for local governments.

AMPO, Inc.

Formed in 1998, AMPO, Inc. is a wholly owned, taxable subsidiary of AMP whose purpose is to provide direction and service to local governments and other energy consumers in evolving energy markets. This includes the development and implementation of local electric and electric aggregation programs, review and negotiation of energy contracts, and the evaluation and implementation of energy supply alternatives for local business, industry and government. AMPO, Inc. has been an approved supplier in the Columbia Gas of Ohio CHOICEsm and Dominion East Ohio Energy Choice programs and currently works with over 40 Ohio communities to offer natural gas and/or electric aggregation programs to residential and small commercial customers.

Competitive Retail Electric Service Affidavit

County of Crawford State of Ohio

- COREY M. SPACKEY . Affiant, being duly sworn/affirmed, hereby states that:
 - 1. The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant, and that it will amend its application while it is pending if any substantial changes occur regarding the information provided.
 - The applicant will timely file an annual report of its intrastate gross receipts, gross earnings, and sales of 2. kilewatt-hours of electricity pursuant to Sections 4905.10(A). 4911.18(A), and 4928.06(F). Ohio Revised Code.
 - The applicant will timely pay any assessment made pursuant to Sections 4905.10, 4911.18, and 4928.06(F). 3 Ohio Revised Code.
 - The applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of 4 Ohio pursuant to Title 49, Ohio Revised Code.
 - 5. The applicant 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 will fully comply with Section 4928.09. Ohio Revised Code regarding consent to the jurisdiction of Ohio Courts and the service of process.
 - The applicant will comply with all state and/or federal rules and regulations concerning consumer protection, 7. the environment, and advertising/promotions.
 - 8. The applicant 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.
 - The applicant will cooperate fully with the Public Utilities Commission of Ohio, the electric distribution 9 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, 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.
 - 11. The Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the 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 consumer complaints.

Page 3 of 4

- 12. The facts set forth above are true and accurate 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 hereofiling hereo
- 13. Affiant further sayeth naught.

And VILLAGE ADMINISTRATOR Signature of Aff

Sworn and subscribed before me this 19 day of 426 Month

Signature of official administering oath

Year BHERRY WINCH Fiscal Officer Print Name and Title

SHERRY L WINCH NOTARY PUBLIC STATE OF OHIO

Comm. Expires 03-28-2024

My commission expires on 3-28-34

Thumment and the second
Page 4 of 4

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

2/19/2021 3:24:12 PM

in

Case No(s). 13-0718-EL-GAG

Summary: In the Matter of the Application of Village of Crestline